

**Public Service Association (PSA) &and**

**E tū INCORPORATED (E tū)**

**&**

**Geneva Health Limited**



**COLLECTIVE EMPLOYMENT AGREEMENT**

**1 July 20220 – 30 June 2024<sub>2</sub>**

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We are pleased to offer you a Collective Employment Agreement in Geneva Healthcare's Community Living Service. Your position, hours and wage are as per schedule one of this agreement.

## **1** PARTIES

This collective agreement shall only bind and be enforceable by:

- (a) Geneva Healthcare Limited (herein known as 'Geneva')
- (b) E tū Incorporated
- (c) The Public Service Association (herein known as PSA)

## **2** COVERAGE

This collective agreement shall cover Geneva's Community Living Service – Auckland and Midlands:

- (a) Support Workers
- (b) House Coordinators
- (c) Choices in Community living

Who are employed by Geneva and who are members of E tū INCORPORATED -or the PSA.

## **3** TREATY OF WAITANGI

Geneva Healthcare commit to support the principles of the Te Tiriti o Waitangi/ Treaty of Waitangi and the unique status of Maori as Tangata Whenua of Aotearoa/ New Zealand. In doing so, Geneva Healthcare will provide a safe working environment that supports cultural beliefs, aspirations and practices of its Māori employees. Geneva Healthcare recognises the importance of discussing with each employee their unique needs.

## **4** TREATY LEAVE:

After 5 years of service, all staff that identify as Maori are entitled to apply for a one-off 3 month leave without pay request, with job protection for the purposes of connecting with or contributing to their iwi / Te Reo Maori. This will not impact the employees totally length of service.

Following the normal leave approval processes:

All Maori employees and whanau Maori shall be entitled to paid leave of up to 5 days per annum for the purpose of attending Maori Hui such as:

- Land Court Hearings concerning land issues of the staff members iwi
- Marae working bees of obligatory nature
- Hui Raupatu (Hui regarding land claims)
- Hura Kohatu (unveiling)
- Iwi committee elections

## **5** NEW EMPLOYEES

New employees will, pursuant to Section 62 of the Employment Relations Act 2000, be employed on the terms and conditions of a collective agreement for the first 30 days of their employment.

5.1 The parties agree that where any employee who is a member of the PSA or E tū INCORPORATED and who wishes to be party to this agreement is engaged in work within the areas covered by this agreement by the employer and there is no classification/ rate provided in this agreement for that work, the parties shall negotiate and the agreement shall be varied so as to incorporate an appropriate classification/rate.

### 5.2 Application

This agreement binds and is enforceable by:

- (a) The union and employer parties to this agreement.

(b) Employees who are employed by the employer who are or become members of the union and whose work comes within the coverage clause of this agreement.

### 5.3 New Employees

“The Employer shall not enter into any agreement based on section 67a of the Employment Relations Act as amended) (the Act) for any new employee employed to perform work covered by this collective agreement or in a position covered by this collective agreement, this clause does not affect the employers right to employ a new employee on a probationary arrangement in accordance with section 67 of the Act”

5.4 The employer will inform new employees that the collective agreement exists and covers the work done by the employee.

The employer will provide new employees who fall within the coverage clause of this agreement a copy of the collective agreement and information about joining the relevant Union (as per the agreed regional Union coverage contained within Appendix 2) via the written letter of offer and an information pack. The information to be provided will be supplied by the union(s) and included in orientation packs by the employer and will include how to contact the union and a list of union delegates that the employee may contact for further information.

The employer shall provide the Unions names and work location and contact details of all employees (within the coverage clause, who consent to the provision of this information) that have been appointed. The employee’s consent will be obtained via a form/online consent included in the employee’s orientation pack.

Union forms should be returned by the employee to the employer in a timely manner, and within the employee’s first 30 days of employment.

If the employee indicates on the new employee form they wish to join a Union then, to do so, the employee must complete a membership application form either (on-line @ <https://www.etu.nz/join/> or a physical form) or in hard copy and forward it to E tū preferably via electronic copy @ [membership@etu.nz](mailto:membership@etu.nz) otherwise by post to E tū, Private Bag 92645, Symonds Street, 1150. Or online <https://www.psa.org.nz/join-the-psa/sign-up/> or email to [Membership@psa.org.nz](mailto:Membership@psa.org.nz) or post to PSA, PO Box 3817, Wellington 6140. Attn Membership Unit.

## 6 POLICE VETTING

6.1 Pre-Employment - Vetting is in accordance with the Criminal Records (Clean Slate Act) 2004. Employees’ employment is conditional on Geneva receiving a satisfactory report from the Police Vetting Service in regards to Employees’ police records. This may be received following an Employee’s commencement of work. Should information be received that an Employee has omitted as part of their application, or that is unsatisfactory to Geneva, the Employee’s offer of employment may be withdrawn, or, if the Employee has already started working for Geneva, this Agreement may be under investigation or terminated without notice. Consent to the Exception to the Clean Slate option may be required if an Employee is applying for a role involving children or youth in accordance with the VCA Act.

6.2 Post-Employment - Existing employees involving children or youth, will undergo a police vetting every three years in accordance with the Vulnerable Children Act 2014. Failure to complete and return consent for this as requested with in a timely manner may result in disciplinary action in accordance in with Geneva Healthcare’s disciplinary process. If employee is unsure we recommend you seek advice from your union representative.

## 7 DEFINITIONS

7.1 The ordinary hours of work for a full time employee shall not exceed 40 hours in one week, and 8 hours in one day.

7.2 A part-time employee is an employee who works less than 35 hours per week.

- 7.3 A casual employee is an employee who has no permanent rostered hours and works on an as required basis. Casual employees shall be entitled to special leave in accordance with the provisions of the Holidays Act 1981 and its amendments.
- 7.4 A fixed term employee is an employee engaged on a regular number of hours per week for a fixed term of employment. The employment will end at the close of a specified date or on the occurrence of a specified event or at the conclusion of a specified project.
- (a) All fixed term agreements must be for specific reasons.
  - (b) The employer must explain the reasons for a fixed term agreement to the worker before the agreement is entered into.
  - (c) Where the period of fixed term employment has gone beyond that agreed as per sub clause 1 and/or 2 above, the employee's employment shall be deemed permanent unless an extension is mutually agreed as per sub clause 5.4.
  - (d) A fixed term agreement may be extended by mutual agreement between the worker and the employer and in this event clause 5.4 c shall not apply.
- 7.5 House Coordinator. An employee designated by management who is responsible for the day to day running of a specified site to required contract standards. They supervise staff employed to work at the site.
- 7.6 Support Worker. An employee designated by management to deliver a range of support services to required contract standards.
- 7.7 Week shall mean midnight Sunday to midnight the following Sunday
- 7.8 Day shall mean midnight to midnight.

## 8 WAGES

8.1 Wages shall be paid weekly by lodgement at a bank to the credit of an account, or a joint account, standing in the name of the employee no later than Thursday in the week of payment.

A 3% increase to the 1 July 2022 wages rates will be applied on the following terms:

- For union members as at 1 September 2023, the new wage rates will apply from 1 July 2023 or from commencement of employment if appointed after 1 July 2023.
- Employees that join the union between 2 September 2023 and 15 September 2023 will have the new wage rates applied from 1 September 2023.
- Employees that join the union after 15 September 2023 will have the new wage rates applied from the date they join the union.
- From 2 October 2023, non-union members and new employees (including union members) will have the new wages rates applied from that date or the commencement of employment if appointed after 2 October 2023.
- Non-union members will have the 1 July 2022 rates applied up to and including 1 October 2023, then from 2 October 2023 the new rates will be applied as per point above.

| Ministry of Health Pay Equity Rates Table |               |          |                    |                    |                        |                    |   |                         |
|---|---------------|----------|--------------------|--------------------|------------------------|--------------------|---|-------------------------|
| Length of Service                         | Qualification | Pay Band | 1 July 2017 Year 1 | 1 July 2018 Year 2 | 1 July 2019 Year 3 & 4 | 1 July 2021 Year 5 | 1 July 2022   | 1 July 2023             |
| <3 years' service                         | Level 0       | L0       | \$19.00            | \$19.80            | \$20.50                | \$21.50            | <a href="#">\$22.49, then \$22.70 from 1 April 2022</a> | <a href="#">\$23.38</a> |
| 3+ to 8 years' service                    | Level 2       | L2       | \$20.00            | \$21.00            | \$21.50                | \$23.00            | <a href="#">\$24.06</a>                                 | <a href="#">\$24.78</a> |
| 8+ to 12 years' service                   | Level 3       | L3       | \$21.00            | \$22.50            | \$23.00                | \$25.00            | <a href="#">\$26.16</a>                                 | <a href="#">\$26.94</a> |
| 12+ years' service                        | Level 4       | L4       | \$23.50            | \$24.50            | \$25.50                | \$27.00            | <a href="#">\$28.25</a>                                 | <a href="#">\$29.10</a> |
|   |               | L4b      | \$22.50            | \$23.50            | \$24.50                | \$26.00            | <a href="#">\$27.20</a>                                 | <a href="#">\$28.02</a> |

#### Pay Rate Progression for Existing Care and Support Workers

All existing care and support workers on 1 July 2017 will enter the pay scale on the basis of either service or qualifications, whichever gives them the higher pay rate.

- Progression through the pay scale following 1 July 2017 will occur immediately when a worker passes a service step or attains the applicable qualification as set out below:
- Progression to Level 2 will be on achieving the Level 2 qualification or after the completion of 3 years current continuous service. Progression to Level 3 will be on achieving the Level 3 qualification, or after 8 years current continuous service.
- Progression to Level 4 will be on the achieving the Level 4 qualification.
- Progression to level 4b will be on reaching 12 years services but have not yet achieved a level 4 qualification.

#### Pay Rate Progression for Care and Support Workers employed after 1 July 2017

- Progression to Level 2 will be on achieving the Level 2 qualification.
- Progression to Level 3 will be on the achieving the Level 3 qualification.
- Progression to Level 4 will be on the achieving the Level 4 qualification.
- (Level 4a does not apply to staff employed after 1 July 2017).

#### Employer to Ensure Care and Support Workers are able to gain qualifications

The employer must take all reasonably practicable steps to ensure workers attain the following NZ Health and Wellbeing Certificate (or their equivalent) qualifications within the following maximum time periods:

- Level 2 Certificate - within 12 months of commencement of employment
- Level 3 Certificate - within 3 years of commencement of employment
- Level 4 Certificate - within 6 years of commencement of employment

#### NOTE:

For employees who have reached the maximum time periods on or within 12 months of 1 July 2017 the employer will ensure they have the opportunity and support to attain the qualifications as a priority and within reasonable timeframes as agreed with the union.

## 9 TRAINING AND ORIENTATION

During the term of this agreement all Union members employed as care and support workers below the top step of the care and support worker wage scale will be supported to achieve the relevant qualification to move up to the next step in the scale. The worker will be required to successfully complete the relevant qualification as per all NZQA requirements before moving up the wage scale.

The Company and Employees will do the following:

- The company will maintain a record for every care and support worker in their employment, accessible to a union representative, that sets out the care or support workers qualification development.
- Employees are entitled to have a delegate involved in any discussions with the Training Manager about literacy requirements/literacy support.
- Trainees will be encouraged to plan to complete course requirements virtually with the support of the Learning Facilitator and Managers. Trainees will be encouraged to work with delegates to gain additional support in addition to support provided by the Learning Facilitator.
- The Learning Facilitator is to be available to help. This also includes with oral assessments.
- Practical assessment is done by Team Leader/Clinical Coordinator and delegates on the job as appropriate.
- Online training will be supplemented by practical work-based training where applicable.
- Once the assessments and reporting are completed within a timely manner, the assessor will send to the appropriate ITO or other appropriate parties.
- Once course requirements are received back with comments, Employees are able to seek support from their Learning Facilitator to resubmit any work that has not been endorsed.
- Work computers are available to be used for completing course requirements when not being used for work requirements.
- Employer support for training is outlined in the NZ Health Group Training Policy,

Inclusion in Geneva Orientation Policy:

- (a) All employees must be trained in Manual Handling and Medication administration, this will occur in the first three months orientation of staff members to working in any community living house provided that this is required
- (b) Additional support is available to new employees, if required, through orientation.
- (c) Designated compulsory online training as determined by Geneva will be completed within paid hours of work.
- (d) Online training will be supplemented by practical work-based training where applicable.
- (e) Support will be provided if requested to complete any online training

Managers, MySkill Manager and Union delegates will meet regularly to go through training updates and monitor progress to work together in their shared commitment to the process of supporting employees to gain the qualifications.

The Union(s) will receive a bimonthly update on the progress of its members and will be notified in the meeting when members complete a qualification.

The Care and Support Workers (Pay Equity) Settlement Agreement 2017 will apply.

Managers, MySkill Manager and Union delegates will meet regularly to go through training updates and monitor progress to work together in their shared commitment to the process of supporting employees to gain the qualifications.

The Union(s) will receive a bimonthly update on the progress of its members and will be notified in the meeting when members complete a qualification.

The Care and Support Workers (Pay Equity) Settlement Agreement 2017 will apply.



## **10** CHALLENGING BEHAVIOUR

- 10.1 All efforts will be made to minimise the risk to employees of harm due the challenging behaviours of clients. To not do is a breach of the Health and Safety at Work Act 2015.
- 10.2 Where an employee suffers an injury- physical or mental. That support worker will be supported by having access to additional sick leave in addition to that specified in this collective agreement and will in addition have time paid time off for any follow-up medical treatment including EAP.
- (a) Where a Union member has experienced challenging behaviour as an incident the member can expect to have: A debrief with the manager and if relevant team. An offer of EAP
  - (b) Follow up with the manager within 24 hours of the incident
  - (c) Work with the team to develop a plan/ strategy to mitigate such an event.

## **11** CLIENT INCOMPATIBILITY

Where incompatibility between a client and an Employee occurs, the Employer will attempt to resolve the matter – this will involve the Employer making every endeavor to enter discussions with and between the client and the Employee in order to attempt to facilitate a resolution where possible. However, the Employer cannot force a client to accept a particular support worker in the house. Where a change must occur for this reason, the Employer will relocate the employee to another houses with consultation, at no loss of hours or take-home pay.

## **12** HOURS OF WORK

The ordinary hours of work for a permanent full time employee shall not exceed 40 hours in one week, and 8 hours in one day. Call back will be by mutual agreement between the employer and the employee.

In the event of an employee being called back to work for all or part of a shift a minimum of 3 hours will be paid.

The employer is committed to ensuring employees obtain a work life balance, this would be adhered to following a fair and reasonable roster review. This includes offering a variety of shifts that may include wake overs, sleep overs and varying lengths of shifts.

At the offer of employment stage, and during the roster review process, staff will be full informed by Geneva Healthcare management of the range of shifts available to them.

## **13** ROSTERING APP

Employees who use the Geneva Rostering App for client appointments will receive a non-taxable reimbursement allowance of \$2.50 per week for the costs related to the use of their personal phones to operate the Geneva Rostering App and communicate with Geneva. This allowance will be paid to employees for each week worked by them (i.e. for employees working 52 weeks per year, this would amount to \$130.00 (non-taxable) per year). This payment will not be paid where an employee is on leave without pay for the entire week of the relevant pay period.

## **14** ROSTER

The employer shall set up a roster of the ordinary working hours of each permanent employee, including any sleepover duties, which shall be accessible to the employees.

- (a) These hours are not specific to any residential home or client. When discussed and agreed with an employee to work at a different location, and they are oriented to work there if required, for a shift or part thereof as requested by the Team Leader or employee's supervisor; the employer will pay either a taxi fare or mileage allowance at 75c per km to and from the usual place of work to the changed place and their roster will not be affected. Such agreement shall not be unreasonably withheld. The payment of km allowance or taxi fare does not apply to multi house sites.

- (b) No notice is required to be given to staff for a change in location within 1km of normal rostered place of work. All staff are expected to work across all homes on a site with multiple residences during their shift if the need is required and they are orientated to work there

14.2 Employees who are required to work in accordance with the roster shall be advised of any changes to their ordinary rostered hours or residential home as follows:

If the change involves a change of location of less than 1Km with no change in roster pattern, the employer will discuss with the employee/s affected to consider any reason that may prevent the employee/s from undertaking such change, after consideration, no notice shall be given.

- (a) In the case of minor, temporary changes necessary for service reasons, one weeks notice shall be given. It is expected that such changes would not continue for more than eight weeks
- (b) In the case of significant changes to an established roster four weeks' notice shall be given. The employer shall take into consideration the needs of the employees concerned and the service, including genuine reasons that may prevent the employee from undertaking such changes – and before such notice is given have entered into full consultation and discussion with the employee and the union.

14.3 Rosters will subject to the following conditions

- (a) Where possible the ordinary hours of work will average 37 per week with permanent employees being offered additional hours, where available, on any week when their rostered hours are below 40.
- (b) Ordinary hours will be worked on any 5 days of the week with no employee working more that 4 consecutive duties at any one time unless agreed by the employee and employer.
- (c) A minimum of two consecutive days off are to be provided each week and Sunday / Monday may be included as consecutive days off
- (d) A minimum break of at least 9 hours shall be provided between two rostered shifts of duty with the exception of consecutive 3-10 and sleepover shifts where an 8 hour break is provided

14.4 Any additional hours over and above those on the roster must only be worked if the House Coordinator/OnCall Representative has gained prior approval from the Team Leader/Area Manager, e.g. if the health status of a service user means that a staff member must be awake instead of asleep, this must be approved by the Clinical Team Leader/Regional Manager.

The House Coordinator/OnCall Representative may seek verbal approval from the Team Leader/Area Manager, but the paperwork must be completed within 24 hours and provided to the Area Manager or Clinical Team Leader. If approval is not sought, an appropriate discussion process may be undertaken.

14.5 Roster Pattern Review

- (a) Any proposed changes to rosters, that the union members wish to put forward, need to be put forward by union delegates to the Geneva Community Living Manager within one month of ratification of agreement. These will be discussed considered by the National Community Living Manager. CL Management team and 2 union reps will meet and feedback given within one month of receiving the roster proposals. Geneva will make the final decision for acceptance or otherwise on the proposed roster changes, taking into consideration the budgeted hours for each house and individual requirements to meet client needs. In setting any alternate proposed rosters, current union delegates may have up to two hours paid time each to work on this proposal; however they need to ensure Support Worker time in the houses is not utilised as this will compromise care of clients. Outside of this process the company can consult as per normal consultation process around changes to the roster.

14.6 Handover

Where management has determined in writing that hand overs are a requirement for the clients in a specific house, one employee will be paid 15 minutes on evidence of logged time at the end of the employee outgoing shift

## 15 **WORKING ALONE AND UNDERSTAFFED**

Where a staff member is required to work without the support of a colleague when an additional staff member is rostered on, the following will be paid to the employee/s that are working on the under resourced shift. This payment shall also be paid when homes are understaffed with unfilled rosters i.e. 2 or more staff are on shift and additional staff member/s are rostered but the shift is vacant. This payment is effective from date of ratification of the Collective agreement.

- \$60 gross for a weekend shift (the weekend is the majority of the shift that falls on a Saturday and/or Sunday)
- \$30 gross for a weekday shift.

This payment will keep occurring until the correct FTE's or PTE's (full or part time employees) are placed on shift. This is a full shift payment not pro- rated.

An incident form will also be completed by staff members.

The definition of 'working alone' does not include the following:

- If a staff member needs to leave the shift with no notice
- If a resident goes into hospital or is on leave
- If a home/ homes does not have full occupancy and a roster review is in process then any unfilled shifts would not be paid the allowance whilst the roster review and subsequent notice period of 4 weeks was in place
- The Community living sites operating on reduced staffing due to COVID alert levels.

A working party will be established which will consist of 2 delegates from each union (P.S.A. & E tu), Union Organisers from each union (P.S.A. & E tu), The National Manager and Senior Team leader to review working alone/ understaffing of shifts including reviewing incidents reports and process undertaken by GCL to seek cover of shifts.

The working party will review working alone/understaffed for three months from the date after ratification. The intent of the working group is to ensure Staff are compensated when they have additional work due to understaffing and to reduce the occurrences of shifts not being covered/replaced.

**Working alone:** The unions and Geneva Healthcare agree to a three month review (after ratification of the document) in regards to working alone issues. Factors that would be considered:

What defines working alone or understaffed

- a. Over what period, shifts, weekly or fortnightly
- b. The client needs and complexity
- c. The staffing requirements for each house
- d. Incident forms completed
- e. Where the occupancy reduces in a house the criteria for the payment for understaffing may be re-assessed
- f. The number of working alone payments made and the details of those shifts and house occupancy

## 16 **HIGHER DUTIES ALLOWANCE**

16.1 Where a Manager requests an employee to carry out higher duties for a period of 5 days or more, the manager and employee shall negotiate the level of duties to be performed, the period of time and the appropriate level of remuneration to be paid.

16.2 An employee who is specifically designated by the employer to substantially perform the duties of a position paid at a higher rate than that paid to the employee performing the higher duty shall be paid at the higher rate of pay when the time occupied in that position is not less than five consecutive working days.

16.3 No reduction in rate shall be made for an employee required to carry out duties for which a lower rate is prescribed.

## **17** OVERTIME

17.1 Hours worked outside the employees' ordinary hours shall be deemed to be overtime.

17.2 Overtime shall be worked by mutual agreement between the employer and employee.

17.3 The payment for overtime shall be at the ordinary rate of pay for each hour worked or may be taken as Time off in Lieu.

17.4 All Time Off in Lieu accrued or taken must be recorded through the payroll system on the appropriate form. Application for time in lieu must be made 10 working days in advance.

17.5 In the event that an employee works more than three hours beyond the ordinary hours of work on request by the employer (or delegated authority) or in an emergency cover situation an allowance shall be \$8.11.

17.6 In the event that an employee works more than three hours beyond the ordinary hours of work, with such hours worked being between 5pm Friday and 7am Monday, on request by the employer or in an emergency cover situation an allowance shall be \$21.60.

17.7 The manager reserves the right to substitute time off in lieu with payment at the ordinary rate of pay.

17.8 Emergency Cover

(a) An emergency is defined as "when an unplanned absence occurs". An emergency is not for annual leave or planned sick leave; an emergency will have less than eight hours' notice.

(b) Where an existing employee is asked to cover unplanned absences between 7am on Monday and 3pm on Friday an emergency allowance shall be provided at \$15.00

(c) Where an existing employee is asked to cover unplanned absences between 3pm on a Friday and 7am on a Monday an emergency allowance shall be provided at \$30.00

-Where a casual employee is asked to provide cover, this is not deemed emergency cover, regardless of the notification period given.

14.9 If an employee is designated to a shift, and is required to wait for a relief or Bureau staff to arrive before they can leave their rostered shift, the employee will receive a payment of time and a half (T 1½) for the duration of having to wait. Employees will note the times for such payments in the communication book, or via email or text to their manager, noting the time the relief worker arrived. Remuneration shall be paid to the nearest hour. Overtime allowance is specifically for union members only.

## **18** SLEEPOVER

18.1 Where an employee is required to attend to a client and has their sleep disrupted on each documented occasions during a single night, the employee shall be paid at their ordinary rate of pay for the time worked with the client to the nearest half hour.

18.2 The employer agrees to remunerate employees rostered on sleepover duties at the rate detailed in the Sleepover Settlement Agreement between the parties; which include: After 30 June 2013; the employer shall pay the employee rostered to work a sleepover shift at the rate of 100% of the applicable minimum wage under the Minimum Wage Act.

18.3 "Awake night shifts" shall be paid at the employee's regular hourly rate.

- 18.4 A bed and bedding will be provided by the employer whenever a sleepover shift is required to be undertaken.
- 18.5 An employee's ordinary hours of work shall not include sleepovers.
- (a) Sleepovers will be paid at the sleepover rate.
  - (b) Unless otherwise agreed, employees will not work more than two sleepover shifts in any week (seven days).
  - (c) For the avoidance of doubt, sleepovers for union members at date of ratification of this Collective Agreement will be in addition to their contracted hours of work. Sleepovers for employees employed after the date of ratification of this Collective Agreement will also be in addition to their contracted hours agreed at the time of employment.
  - (d) The ordinary hours and sleep over hours will be in line with the Geneva Healthcare Safe working policy and the collective agreement.

## **19** ON CALL

- 19.1 The 'on call' weekend shift (from 5pm Friday to 7am Monday) shall be increased to \$65.00, effective from the 1st October 2018
- 19.2 The 'on call' week shift (from 5pm Monday to 7am Friday) shall be increased to \$40.00, effective from the 1st October 2018
- 19.3 'On Call' means a situation where an employee not actually at work is designated by the employer to be able to respond promptly to any requests for assistance from staff on duty, by providing appropriate assistance.
- 19.4 Pro rata payments will apply to employees who are on call for less than a full week shift or full weekend shift.

## **20** MEAL INTERVALS AND REST PERIODS

- 20.1 An employee shall be allowed a paid ten minute break each morning and afternoon without deduction of pay when a hot drink such as tea or coffee shall be available.
- 20.2 Where staff are rostered to work an eight hour shift, eight hours will be paid and no meal break required to be taken. If the shift allows for a meal break to be taken, such a break will be taken unpaid (i.e. if the rostered shift is eight and a half hours, a meal break must be taken).

## **21** ANNUAL HOLIDAYS

- 21.1 On completion of 12 months current continuous service with the employer, an employee is entitled to four week's annual holidays, which shall be in accordance with the Holidays Act 2003 and its amendments.
- 21.2 Home based workers will receive the provisions outlined in 13.1 paid as a percentage of earnings.
- 21.3 Annual Leave will be calculated based on average weekly earnings as per the Holidays Act.
- 21.4 An employee's annual holidays shall be given and taken at times mutually convenient to the employer and the employee. At least 10 working days' notice is required by the employee when requesting annual leave.
- 21.5 An employee shall be entitled to accumulate annual leave up to the equivalent of two years entitlement for a specifically stated purpose. Otherwise it is expected that leave will be taken in the year in which the entitlement is due. Annual leave in excess of two years may be forfeited.
- 21.6 On occasions where clients do not require care; for example if they go on holiday during the Christmas period; then employees shall be given at least 18 days' notice of the requirement to take annual leave. This period will not exceed 10 working days. This provision shall apply only if there is no other work available at other localities and on the condition that casual workers have not been employed specifically for the purposes of covering the period in question.

## **22** SPECIAL HOLIDAY FOR LONG SERVICE

- 22.1 An employee shall be entitled to special holidays to be paid at the ordinary rate of pay as follows:
- (a) One special holiday of two weeks after the completion of 7 years and before the completion of 12 years of current continuous service.
  - (b) One special holiday of three weeks after the completion of 12 years and before the completion of 17 years of current continuous service.
  - (c) One special holiday of four weeks after the completion of 17 years of current continuous service.
- 22.2 All Special Holiday Leave as defined above may be taken in one or more periods and at such time or times as may be agreed by the employer and the employee.
- 22.3 If the employee, having become entitled to a Special Holiday, leaves the employment before such holiday has been taken, payment shall be made in lieu of such holiday.

## **23** PUBLIC HOLIDAYS

For the purposes of the Clauses relating to Statutory Holidays, Sick Leave, and Bereavement Leave, the term "relevant daily pay" is defined as follows:

"Relevant Daily Pay" reflects what an employee would have been paid if they had worked on the day in question. Any such calculation must include the employee's hourly wage rate, overtime payments, productivity or incentive payments or other.

- 23.1 Subject to the following, Public Holidays shall be in accordance with the Holidays Act 2003. Unless otherwise agreed the recognised holidays are:

- New Year's Day
- The second day of January
- Good Friday
- Easter Monday
- ANZAC Day
- Labour Day
- [Matariki](#)
- Queen's Birthday
- Waitangi Day
- Anniversary day
- Christmas Day
- Boxing Day

If the Employee is required to work on a recognised Public Holiday and that day would normally be a working day for the Employee, they will be paid at times one and a half of their normal rate of pay for the number of hours actually worked for the day and they will also be entitled to another holiday on pay to be taken at a mutually convenient time.

If the Employee is required to work on a Public Holiday that would not normally be a working day, they are entitled to be paid at times one and a half of your normal hourly rate. The Employee will not be entitled to an alternative holiday.

When a Public Holiday falls on a rostered day off, a full time, or part time workers who normally works 5 or more days a week, shall receive a paid alternative holiday.

- 23.2 Mondayisation of Public Holidays

“Mondayisation” means that a public holiday which falls on a Saturday or Sunday is observed on the following Monday, and is treated as a public holiday, for employees who normally work Monday, but not Saturday or Sunday.

Where an Employee normally works Saturday and/or Sunday, and he/she did work on the day on which the public holiday fell, that day must be treated as a public holiday for that employee. The following Monday, if worked, is treated as an ordinary working day.

For employees working in accordance with a roster, the pattern of shifts worked will determine their public holiday entitlements.

For more information about the rules governing Mondayisation, please refer to the Holidays Act 2003 (the Act) or Ministry of Business, Innovation and Employment.

An employee may elect not to work on any of the days specified in sub-clause 15.1 above.

23.3 Where an employee is required to work on Christmas Day, Boxing Day, New Years Day, Easter Monday and Good Friday, it being a day that would otherwise be a normal working day for the employee, then the employee shall be paid for each hour worked at the rate of double time for the day as if it were an ordinary day of work.

23.4 **Alternative Day Off**  
An employee shall be allowed an alternative whole day off to be taken at a time mutually agreed between the employer and the employee, provided that where such agreement cannot be reached on a date determined by the employee, and taking into account the employer’s view as to when it is convenient for the employee to take the day. The employee must give the employer at least 14 days’ notice of his/her intentions to take such leave. The employer and employee may agree to a cash payment if there is no agreement to the day on which the alternative day is to be taken. The alternative day off shall be paid at the relevant daily pay.

## 24 SICK LEAVE

24.1 Sick leave provisions are as follows for union members only from the 24<sup>th</sup> July 2021:

24.2 As a transitional arrangement after 30 August 2021 and until 1 June 2022, new employees who are union members will receive 12 days from commencement and 13 days for each 12-month anniversary thereafter.

24.3 After 1 June 2022, new employees who are union members will receive 13 days from commencement and 13 days from each 12-month anniversary thereafter.

24.4 Existing employees who are union members as at 24 July 2021 will receive 13 days from their next entitlement date and each 12-month anniversary from this entitlement date thereafter.

24.5 Existing employees who become union members after 30 August 2021 but prior to 1 June 2022 will receive 12 days from their next entitlement date and then 13 days for each 12-month anniversary from this entitlement date thereafter.

24.6 Employees who become union members after 1 June 2022 will receive 13 days from their next entitlement date and then 13 days for each 12-month anniversary from this entitlement date up to the maximum entitlement specified in this agreement.

24.7 Existing employees who become Union members by 30 August 2021 will receive 13 days from their next entitlement date (subsequent to 30 August 2021) and each 12-month anniversary from this entitlement date thereafter.

24.8 In the event the government should introduce a higher entitlement than 10 days sick leave through legislation during the term of this agreement, outside of anything negotiated in a Fair Pay Agreement, the employer agrees to enter into negotiations to ensure workers are not disadvantaged.

24.9 Sick leave entitlement for non-union members will be as per legislation

24.10 From the day after ratification employees are entitled to take sick leave in increments of up to a quarter of a day. Payment for sick leave shall be paid in accordance with the Holidays Act 2003 for the portion of the day taken as sick leave. Where an employee is working a shift spanning 2 days (ie 10pm -6am) the employee can elect to take a quarter of a day sick leave for the period before midnight and three quarters a day after midnight.



- 24.11 Payment for sick leave shall be paid at the employee's relevant daily pay for the normal number of hours that the employee normally works on that day.
- 24.12 Sick leave may be taken only when the employee is sick, the partner of the employee is sick, or a dependent child or dependent parent of the employee or of the partner of the employee is sick.
- 24.13 Leave may be accumulated up to a maximum of 20 days by carrying forward any unused sick leave from one year to another.
- 24.14 An employee shall ensure notice is given to the employer at least 3 hours, where practicable, prior to the usual starting time on the first day of absence or as soon as practicable in the case of accidents.
- 24.15 A medical certificate should support all instances of sick leave that extend beyond three days or in the case of unreasonably high levels of short term absences.
- 24.16 Sick leave will be calculated in terms of days.

## 25 MANAGER APPROVED/SPECIAL LEAVE

After 12 months employment as a permanent employee and at the conclusion of each ensuing period of 12 months as a permanent employee an employee will be entitled to up to 5 days special leave per annum. Special leave will be granted with the Departmental Manager's approval in the event of health related matters, domestic situation or notifiable disease. Such approval shall not be unreasonably withheld.

## 26 BEREAVEMENT LEAVE

- 26.1 A union member will be entitled up to a maximum of 6 days bereavement leave without loss of pay on each occasion and on the production of satisfactory evidence of the death of the employee's Spouse, Partner, Child (including miscarriage or termination), Brother, Sister, Parent and Whangai relationship.
- 26.2 An employee shall be entitled to three days bereavement/tangihanga leave and up to a maximum of five days leave without loss of pay on each occasion and on the production of satisfactory evidence of the death of the employee's mother-in-law, father-in-law or grandparent or on any occasion the employer accepts that an employee has suffered a bereavement
- 26.3 An employee shall ensure notice is given to the employer as soon as possible and prior to the employee's normal starting time on the first day of absence.
- 26.4 If the employer accepts that the employee has suffered a bereavement on the death of any other person because of the closeness of the association between the employee and the deceased person; or if the employee has to take significant responsibility for all or any of the arrangements for the ceremony; or has cultural responsibilities; then the employee may be paid one day's bereavement leave.
- 26.5 Bereavement Leave shall be paid for at the employee's relevant daily pay for the day(s) taken.
- 26.6 Bereavement Leave shall only be payable if an employee requires such leave on days that an employee was required to work.
- 26.7 Bereavement Leave shall not be paid in respect of any day on which an employee is not ordinarily required to work or in respect of any special or annual holiday for which an employee is receiving holiday pay or ordinary pay or for any period for which Accident Compensation is payable.



## **27** JURY SERVICE

- 27.1 Where a permanent employee is required to undertake Jury Service, the difference between the fees (excluding reimbursing payments) paid by the Court and an employee's ordinary pay shall be made up by the employer provided:
- (a) That an employee produces the Court expenses voucher to the employer.
  - (b) An employee returns to work immediately on any day he/she is not actually serving on a Jury.
- 27.2 Where practicable, paid leave for jury service shall continue for the length of time an employee is on the jury to a maximum of three weeks.

## **28** ABANDONMENT OF EMPLOYMENT

- 28.1 Where an employee is absent from work for a continuous period exceeding three days without the consent of the employer, or without good cause, the employee shall be deemed to have terminated their own employment without notice.
- 28.2 The employer will make every reasonable effort to contact the employee to advise the consequences of a non-return to work within the above time period.

## **29** TERMINATION OF EMPLOYMENT

- 29.1 Four weeks' notice of termination of employment shall be given in writing by either party. The employer may decide to waive the notice period by paying out the four weeks' notice period or whatever remains of the notice period to the employee concerned.
- 29.2 If the required notice is not given by either party an amount equivalent to the unexpired period of notice shall be paid or forfeited by the party improperly terminating the employment.
- 29.3 An employee's employment may be terminated without notice by the employer in cases of serious misconduct.

## **30** PARENTAL LEAVE

- 30.1 Parental leave is as required by the Parental Leave and Employment Protection Act 1987. Geneva requires at least 3 months' notice of your intention to take leave in order to provide you with Information on entitlements including the timeframe required for you to advise us of your return to work. It's your responsibility to ensure you understand these requirements before taking leave.

## **31** REDUNDANCY

- 31.1 This clause shall apply to permanent employees only.
- 31.2 Redundancy is a situation where a worker's employment is terminated by the employer; the termination being attributable, wholly or mainly, to the fact that the position filled by that worker is, or will become, superfluous to the needs of the employer.
- 31.3 The parties recognise the serious consequences that the loss of permanent employment can have on individuals and propose to minimise those consequences.
- 31.4 The intent of the parties is to explore all possible alternatives, including redeployment and retraining, before the redundancy option is taken.
- 31.5 There shall be full consultation with staff representatives prior to any decision being made to declare redundancies.
- 31.6 Notification
- (a) All employees will receive a minimum of one month's notice of the termination of their employment.
  - (b) The intent of the parties is to allow, during the course of the notice given as in clause (a) above, paid time for all employees to seek new employment.

- (c) In the event of an employee finding alternative employment within the notice period, that employee may terminate her/his employment immediately without her/his redundancy payment being affected.
- (d) A shorter period of notice, if requested by an employee, shall not be unreasonably declined by the employer (i.e. shorter than one month).

### 31.7 Rights of Redundant Employees

- (a) In order to best ascertain and deal with employees' problems in coming to terms with being made redundant, the employer will arrange individual counselling if requested.
- (b) The employer shall supply written references at the request of redundant employees.

### 31.8 Calculation of Redundancy Payment

- (a) Redundancy payments will be calculated on the basis of:
- (b) 4 weeks' pay for the first year of service with Geneva ; and 2 weeks' pay for each subsequent year
- (c) To be capped at a maximum of 12 weeks

## 32 **SUSPENSION**

If Geneva considers it necessary, it may suspend Employees and require them to undertake reduced or alternative duties or remain away from work, on pay.

## 33 **Consultation**

Where a proposed change affects an employee's employment, the Company will follow a fair and reasonable consultation process.

This will comply with minimum standards of good faith; this includes giving affected employees all relevant information about the proposed change and an opportunity to respond.

A fair and reasonable consultation process will at least take 2 weeks and include the following minimum steps for permanent roster changes and structure changes (this does not include changes that are covered under clause 11):

- Before any final decisions are made that impact on an employee's employment, the business will circulate the proposal of change to all employees that are affected.
- Give employees reasonable time to respond, comment and suggest other options
- Consideration will be provided to all feedback before any decisions are made about the business.
- The Business will respond to members feedback within appropriate time providing the reasons for making the decision
- The final decision will be made by the business.

## 34 **WORK RELATED AND NON WORK RELATED ACCIDENTS**

34.1 The provision of the Accident Insurance Act 1998, or any successor, applies in the event of an employee suffering a work related accident.

34.2 Employees may use their sick leave entitlement to cover the first week's incapacity due to a non-work accident, and may use sick leave of one day per week to make up the employee's wage to the normal amount for any subsequent week.

34.3 Employees may use their sick leave entitlement to top up ACC contributions for work related accidents to bring the employee's wage to the normal amount.

### **35** Safety-SAFETY

Geneva will provide employees with adequate and essential personal protective equipment (PPE), in consideration of the requirements of the employee's role and any directions or guidance from the Government, Ministry of Health or DHB's (or any other funding organization that may come into play during the term of this agreement). In line with such directions of guidance, this may include (but not be limited to) recommended PPE for effective infection prevention control requirements. Including but not limited to;

- Masks
- Face Shields
- Aprons
- Shoe Covers
- Gloves
- Hand Washing Facilities
- Hand Sanitiser
- or alternative as agreed with the support worker

### **3536** HEALTH AND SAFETY

35.136.1 The employer agrees to negotiate a worker participation system in compliance with the Health and Safety at Work Act 2015 which shall include:

35.236.2 The Geneva Health and Safety Committee shall consist of a cross functional team of health and safety representatives as per the Health and Safety at Work Act 2015.

35.336.3 Each health and safety representative is to be elected by staff.

35.436.4 The employer shall ensure the health and safety representative has sufficient time to undertake the role effectively.

35.536.5 Each elected health and safety representative shall be entitled to two days paid leave per year to attend a training course approved under section 19G of the Act.

35.636.6 The employer and employee will take all practicable steps to ensure the safety of self and others. Hazards and incidents will be reported and managed in accordance with Geneva policies and procedures.

35.736.7 For the avoidance of doubt, client behaviour is considered a potential hazard.

35.836.8 Hepatitis and Flu Vaccinations. When the work environment is assessed as being of "moderate to serious" risk to the employee, the employer will offer the appropriate vaccination.

### **3637** DOMESTIC VIOLENCE

36.137.1 General Principle: The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance, performance and/or their safety at work. Therefore, the employer is committed to support staff that experience family violence and staff seeking to deal with their own violence. An employee experiencing family violence or seeking help to deal with their violence will be referred to the EAP specialist domestic violence support services

36.237.2 Application: An employee who is a person affected by domestic violence may make a request

- (a) at any time; and
- (b) for the purpose of assisting the employee to deal with the effects on the employee of being a person affected by domestic violence. This applies regardless of how long ago the domestic violence occurred, and even if the domestic violence occurred before the person became an employee. This application can be

made from day one of employment and all provisions of this clause will be available to the employee from day one of employment. Note: The definition of domestic violence is as per Section 2 of the 1995 Domestic Violence Act. In the case of suspected violence:

- (a) The Employer will assist an employee in making a request including making sure they know who to make the application to and what information they need to provide to make the request. If the request is required in writing the Employer will provide the necessary assistance to the employee to make sure this is not a barrier to them getting the support needed.
- (b) The employee may nominate the manager they wish to work through their request and any subsequent arrangements with.
- (c) Proof of domestic violence may be required and can be in the form of an agreed document issued by police, a court, a doctor, a nurse, a domestic violence support service, counselling professional or a lawyer.
- (d) All personal information concerning domestic violence will be kept confidential. No information will be kept on personal files without the employee being notified.
- (e) In general, no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being a victim of family violence, however the employer will expect the employee to fulfil normal duties unless otherwise agreed.

Time lines and employer obligations in dealing with a request.

An employer must deal with a request as soon as possible, but not later than 10 working days after receiving it, and must notify the employee in writing of whether his or her request has been approved or refused.

The employer must provide the employee with information about appropriate specialist domestic violence support services.

If the employer refuses an employee's request, they must; -

- state the grounds for refusal; and
- Explain the reasons for that ground or those grounds.

The employees' rights and options in the event of a refusal includes:-

- Request a review of the decision.
- Refer the matter to a Labour inspector.
- Refer the matter to mediation.
- Refer the matter to the Authority.
- Raise a personal Grievance under section 103 (1)(da) of the Employment Relations Act.

Domestic Violence Leave: For those experiencing family violence, up to 10 days of paid leave in any calendar year to be used for medical appointments, legal proceedings and other activities related to family violence. This leave is in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

Where required additional paid leave should be approved as a general principle in recognition of the severe impact this can have on an employee both at home and at work.

Support for Employees experiencing Domestic Violence: In order to provide support to employees experiencing domestic violence and to provide a safe work environment to all employees, the employer will consider reasonable and practical request from an employee experiencing family violence to:

- (a) Changes to working hours or pattern of working hours
- (b) Change of duties or location provided that the operational needs of the business continue to be met
- (c) A change to their work telephone number or work email to avoid harassing contact
- (d) Changes that improve the safety of the employee and/or their co-workers
- (e) Managers may approve additional special leave when other leave has been exhausted
- (f) Any other reasonable measures to assist the employee
- (g) An employee experiencing family violence or seeking help to deal with their violence will be referred to specialist domestic violence support services

Employees who support a close personal relative experiencing domestic violence may take domestic leave to accompany them to court, hospital or to mind children provided that proof of the violence is provided.

### **3738 UNION DELEGATES**

37.138.1 The employer will recognise delegates, chosen by employees, as the union representatives.

37.238.2 Delegates will be allowed reasonable time to conduct union business in working hours on the basis that this does not unreasonably interfere with Geneva business, or compromise client needs. This will include a one (1) hour paid bimonthly meeting between delegates to meet and discuss work related issues.

37.338.3 Up to a maximum of 2 days leave per delegate for union-related education will be available for union delegates each year in addition to Employment Relations Education Leave (EREL) below.

37.438.4 Should the employer consider the taking of training leave will unreasonably disrupt the employer's business, the decision to decline that leave will be notified as soon as possible after receiving notice.

37.538.5 The below is over and above EREL requirements

- 1 hour for paid delegate meetings once a month (feed into bi-monthly meeting representatives)
- 1 hour for paid delegate bi-monthly Management meetings, represented by 1 delegate from South, West, Central Auckland, plus 1 from Rotorua, Tauranga and Hamilton (total 6 delegates) (Rotorua, Tauranga, Hamilton on VC)
- 2 hours for Roster Review meetings (add up to two hours, not all at the same time)
- All paid time for union member representation or any other purpose agreed by Geneva management
- Delegates can reimburse travel to a union meeting, if this meeting falls during their hours of work.

### **3839 RIGHT OF ACCESS**

38.139.1 The Union's authorised representatives shall be entitled to access Geneva premises to conduct Union business; however this does not include free access to client homes. Geneva will make available facilities for meetings to occur between the Union and Geneva staff.

38.239.2 The Union and Employer will behave in a reasonable manner at all times.

### **3940 UNION MEETINGS**

39.140.1 An employer must allow every union member employed by the employer to attend union meetings of up to four hours on pay in total in each calendar year.

39.240.2 The union must give the employer at least 14 days' notice of the date and time of any union meeting.

39.340.3 Bi-Monthly Delegates Meeting will include a variety of discussions for example Enabling Good Lives transformation with updates from management and consultation on any changes this may influence.

39.440.4 Minutes from monthly Health and Safety meetings are made available to staff through staff meeting. All delegates attending meetings organised by the union during work hours must complete the 'Union Delegates Meeting Attendance register'.

39.540.5

### **4041 PAID EMPLOYMENT RELATIONS EDUCATION LEAVE**

40.141.1 The employer will release all employees bound by this Collective Agreement on paid education leave.

40.241.2 The annual allocation of paid education leave for employees bound by this Collective Agreement shall be based on Section 74 of the Employment Relations Act 2000.

40.341.3 The formula is as follows:

|                                      |  |
|--------------------------------------|--|
| <u>40.441.4</u> Full Time Equivalent | <u>40.641.6</u> Days of employment relations |
|--------------------------------------|--|

|                                    |   |
|------------------------------------|---|
| <u>40.541.5</u> Eligible Employees | <u>40.741.7</u> education leave the Union may allocate  |
| <u>40.841.8</u> 1-5                | <u>40.941.9</u> 3   |
| <u>40.1041.10</u> 5-60             | <u>40.1141.11</u> 5   |
| <u>40.1241.12</u> 51-280           | <u>40.1341.13</u> 1 per 8 FTE or part of that number  |
| <u>40.1441.14</u> 281 or more      | <u>40.1541.15</u> 35 days plus 5 days for every 100 FTE or part of that number that exceeds 280 |

40.1641.16 An eligible employee who normally works 30 hours or more equals 1 FTE. An eligible employee who normally works less than 30 hours per week equals 0.5 FTE.

40.1741.17 This provision shall be in addition to other leave as may be required for delegates to attend meetings and events which are not covered by the provisions of paid education leave of the ERA 2000.

40.1841.18 On March 31 each year the Union party to this agreement shall notify the employer of the:

40.1941.19 Maximum number of employment relations leave days, and the

40.2041.20 Details of the calculation.

40.2141.21 Up to a maximum of 2 days leave per delegate for union-related education will be available for union delegates each year in addition to EREL leave above.

40.2241.22 Should the employer consider that the taking of training leave will unreasonable disrupt the employers business, the decision to decline that leave will be notified as soon as possible after receiving notice.

#### 4142 UNION FEES

4237.1 The employer shall deduct union fees from the wages of members of the PSA and the E tū INCORPORATED who are bound by this agreement each pay period. This also includes periods of time off work on paid leave.

4237.2 The employer shall remit all deducted fees to the Union not less than monthly on or by the 20th of the month following deduction. Such remittance to be made as a single bulk direct credit to the Union's bank account with an identifying reference.

4237.3 The employer shall simultaneously forward to the Union via email where possible, or by post, a schedule detailing the name and address of the employee/s, value of this deduction; the employee's payroll number; the termination date of any employee who has left, and details of the period covered by the remittance.

#### 4243 CONTRACTING OUT

Geneva's constitution does not permit subcontracting of any or all of its business.

#### 4344 VARIATION

Any of the provisions prescribed in the Agreement may be varied as to all or a section of the employees, by agreement between the parties to the Agreement and following a majority vote in a ballot of members affected by the variation. Such agreement shall be in writing and signed by the parties.

#### 4445 IMMIGRATION RIGHT TO WORK IN NEW ZEALAND

Employee's employment is conditional upon the Employee holding and maintaining a legal right to work in New Zealand.

Employees must produce evidence of their entitlement to work in New Zealand upon request. Failure to produce this evidence upon request may result in the termination of the Employee's employment.

It is the Employee's responsibility to ensure they complete any immigration requirements in a timely manner and keep Geneva informed, including providing Geneva with a copy of their renewed visa before their current visa expires. Employees must also notify Geneva immediately if their visa is, or is likely to, expire or be suspended or cancelled.

Should an Employee hold a visa with restrictions on their hours of work; it is their responsibility to ensure they work within those restrictions. Further, should the Employee wish to work increased hours during any periods allowed by their visa (e.g. vacations), they will notify Geneva of the start and end dates of these periods in an accurate and timely manner. Geneva will not allocate Employees hours of work beyond what they are lawfully entitled to by their visa conditions.

Geneva is compliant with the Immigration Act 2009. Should an Employee hold a Visa which expires, then their employment will immediately cease without pay while the Employee pursues renewal and will not recommence until Geneva has a copy of the renewed visa. Should an Employee be unable to renew their visa, their employment will terminate.

Geneva is unable to provide Employees with immigration advice or application requirements but they can seek expert advice from [www.immigration.govt.nz](http://www.immigration.govt.nz) or [www.malcolmpacific.com](http://www.malcolmpacific.com). Geneva Healthcare will be required to provide documents as requested by employees in a timely manner within the timeframe requested by immigration

#### **4546** PLANNING FOR ADVERSE EVENTS

Geneva Healthcare has procedures to manage adverse events as they arise. These procedures are focused on keeping employees and the people we support safe. Adverse events include emergency situations or severe weather events such as earthquakes, tsunami, flooding, fire and civil emergencies. Emergency and disaster recovery procedures are in place for each service and include evacuation and communication plans, emergency kits and contact lists.

Geneva Healthcare recognise employees personal circumstances can be affected by adverse events. In these situations Managers will work with those individuals to ensure they are supported and continuity of work is maintained during this time. For example, if an adverse event impacts the individual's ability to attend shifts at a particular service, a more appropriate work location may be found or other arrangements made. Likewise, where employees are at work during and following an adverse event, the manager will provide flexibility to allow employees to contact family members to check on or report safety.

#### **4647** SAVINGS CLAUSE

Nothing in this Agreement shall operate so as to reduce the wages and conditions of employment applying to any employee at the date of this Agreement coming into force.

#### **4748** TERM OF AGREEMENT

This Agreement shall take effect from the 1 July 202~~20~~<sub>20</sub> and shall expire on the 30th day of June 202~~4~~<sub>4</sub>.

#### **4849** NO AUTOMATIC PASS ON

Recognising the benefits of a Collective Agreement to the employer and employees who are covered by the Agreement, the employer agrees the negotiated terms and conditions will not be automatically passed on to other employees. This includes the percentage pay increase and printed rates and any back pay.



#### **4950** TRANSFER OF BUSINESS:

Geneva Community Living will continue to offer support as per Part 6A for the transfer of inbound and outbound Support Workers.

Geneva Community Living is committed to the principles of part 6a of the Employment Relations Act, and where roles affected by restructuring fall under the criteria specified in Schedule 1a, the process detailed in part 6a will be followed.

For employees engaged in protected positions the following process will be followed in the event of the employer's business being restructured as defined in the ERA Act (No2) 2004. The employer will:

- a. Notify the unions and the employees of the restructuring as soon as practicable, subject to the requirements to protect commercially sensitive information.
- b. Consult with the unions that are party to this Collective Agreement over the implications of any restructuring for affected employees as soon as practicable following any decision to proceed with restructuring.
- c. Provide the unions with relevant information about the general nature of the restructuring and details of how it may impact on affected employees.
- d. Discuss with the union the notification process and provide a list of union members affected by the restructuring
- e. Give the union reasonable time to meet with their affected members
- f. Respond to any union written or verbal submissions
- g. Endeavour to obtain such employment on the same or substantially similar terms and conditions of employment including recognition of service and service-related entitlements.
- h. Where an employee will be affected by the restructuring, the employer will advise the employee whether employment opportunities exist with the new employer and, if so, the nature of those opportunities.
- i. The employer will advise the employees of their right to accept or decline to transfer to the new employer. All affected employees must be given a reasonable opportunity to exercise their right to elect to transfer to the new employer, or not to transfer to the new employer.
- j. Where an employee chooses to transfer to the new employer, on the same or similar terms and conditions of employment the employee will not be deemed to be redundant for the purposes of clause 26 and the employer will not be required to give notice in accordance with clause 24.
- k. If an employee elects not to transfer to the new employer, where an employee has been offered employment on the same or substantially similar terms and conditions of employment, he/she will not be deemed to be redundant and the provisions of clause 26 will not be applicable. The employer will be obliged to give notice in accordance with clause 24.
- l. If there are no employment opportunities with the new employer or if an employee elects not to transfer to the new employer, the employee will be deemed to be redundant (subject to redeployment opportunities) and clause 26 will apply.

#### **5051** EMPLOYEE PROTECTION PROVISION

The purpose of this of this provision is to provide protection for the employment of affected employees if the Employer's business is restructured.

In relation to the employers business, this means:

- (a) Entering into a contract or arrangement under which the Employer's business (or part of it) is undertaken for the Employer by another person; or
- (b) Selling or transferring the Employer's business (or part of it) to another person
- (c) In the event of a restructuring that may affect the employee's future employment, the Employer will undertake the following steps:
- (d) As soon as is reasonably practicable, taking into account the commercial requirements of the business, the Employer will commence discussions with the potential new employer concerning the impact of the restructuring on the Employee's position
- (e) Discuss with the potential new employer regarding whether or not it proposes to offer employment to the Employee, and if so the terms and conditions it proposes to offer employment, and the proposed date for commencement of employment with the potential new employer.



- (f) In the event the Employee is not employed by the potential new employer, for whatever reason, the Employee will have entitlement to redundancy compensation in accordance with Clause 23 of this agreement.

## **5152 PERSONAL GRIEVANCE AND DISPUTES PROCEDURE**

Personal grievances and disputes shall be addressed in accordance with the provisions of Part 9 of the Employment Relations Act 2000. The following is a plain language explanation of the employment relationship problem resolution services.

### *What is an employment relationship problem?*

It is a problem between employee and employer. For example, it might be a personal grievance or a dispute about a provision in an employment agreement.

### *Resolving an Employment Relationship Problem*

The employee and employer should first make a reasonable effort to discuss the problem and settle it by mutual agreement. (If it's a personal grievance, it must first be raised with the employer within 90 days - Personal Grievances are explained further below).

An employee (or employer) has the right to be represented at any stage.

Employers should contact an adviser / representative of choice.

### *Personal Grievances*

A personal grievance is a particular type of employment relationship problem that normally must be raised with the employer within 90 days of the grievance arising.

[If you believe you have a personal grievance relating to sexual harassment, you must raise the grievance with the company within 12 months beginning with the date of the alleged action amounting to the grievance occurring, or coming to the notice of you whichever is the later.](#)

An employee may have a personal grievance where:

- They have been dismissed without good reason, or the dismissal was not carried out properly;
- They have been treated unfairly;
- Their employment or a condition of their employment has been affected to their disadvantage by an unjustified action of their employer;
- They have experienced sexual or racial harassment, or have been discriminated against because of their involvement in a union or other employee organisation, or have suffered duress over membership or non-membership of a union or other employee organisation; or
- They have been discriminated against in terms of the prohibited grounds of discrimination under the Human Rights Act 1993.

Note: The full meaning of the terms personal grievance, discrimination, sexual harassment, racial harassment, and duress, shall be the meaning given by sections 103 to 110 inclusive of the Employment Relations Act 2000 only.

Either party can refer a personal grievance to the Ministry of Business, Innovation and Employment (MBIE) for mediation assistance, or to the Employment Relations Authority.

If the problem relates to a type of discrimination that can be the subject of a complaint to the Human Rights Commission under the Human Rights Act 1993, the person can either take a personal grievance, or complain to the Human Rights Commission, but not both. If in doubt, advice should be sought before deciding.

### *Services Available*

To help resolve employment relationship problems, MBIE provides:

- **An Information Service**  
This is free. It is available by contacting MBIE or by phoning toll free 0800 20-90-20. MBIE's internet address is [www.dol.govt.nz](http://www.dol.govt.nz) and can be contacted by e-mail at [info@dol.govt.nz](mailto:info@dol.govt.nz)
- **Mediation Service**  
The Mediation Service is a free and independent service available through MBIE. This service helps to resolve employment relationship problems and generally to promote the smooth conduct of employment relationships.

Mediation is a mutual problem solving process, with the aim of reaching an agreement, assisted by an independent third party.

A settlement reached through mediation and signed by the mediator at the request of the parties is final, binding and enforceable, neither party can then take the matter any further and, either party can be made to comply with the agreed settlement by court order.

If the problem is unresolved through mediation either party may apply to have the matter dealt with by the Employment Relations Authority.

#### *The Employment Relations Authority*

This Authority is an investigative body that operates in an informal way. It looks into the facts and makes a decision on the merits of the case and not on the legal technicalities.

Either an employer or an employee can refer an unresolved employment relationship problem to the Authority by filing the appropriate forms.

The Authority may call evidence, hold investigative meetings, or interview anyone involved. It can direct the parties to try mediation. If mediation is unsuitable or has not resolved the problem, the Authority will make a decision that is binding on all parties. Any party can contest the Authority's decision through the Employment Court.

Note: All employment relationship problems, including personal grievances and any disputes about the interpretation or application of this agreement, must be resolved under Parts 9 and 10 of the Employment Relations Act 2000.

## **53 UTILISATION OF OTHER WORKERS**

### **Definitions and Interpretation**

- **NZCare employee** means an employee that is substantively employed under the PSA **NZCommunity Living (former NZCare)** Support Worker and Team Leader collective agreement.
- **Geneva Community Living employee** means an employee that is substantively employed under the Etu and PSA Geneva Community Living Support Worker collective agreement.
- **NZCommunity Living** is the business/Company that now manages and operates the former NZCare and former Geneva Community Living businesses. While the NZCommunity Living business now operates as one singular business, it is recognised that there are two applicable collective agreements that are in force within the NZCommunity Living business.

### **Utilisation of workers across the former businesses and across the two applicable collective agreements within NZCommunity Living**

1. Where an NZCare employee works under the Geneva Community Living collective agreement in the former Geneva Community Living business, and/or when a Geneva Community Living employee works under the NZCare collective agreement in the former NZCare business the following entitlements shall apply:

- a. The employee's substantive terms and conditions of their home employment agreement remain applicable and in force for any hours worked in the other business; and
  - b. Any additional terms and conditions (that are set out in the "agreed schedule") shall also apply for any hours worked in the other business.
2. Workers may be asked to work in the other business to cover absence or in under-resourced roster situations. These requests will be made as needed based on operational requirements and per the general provisions of the workers substantive employment agreement. A request cannot be unreasonably refused by a worker.

This arrangement is set in place for the sole purpose of dealing with a disparity situation where an employee drafted in from a different business doesn't have less favourable terms and conditions applicable to them when working in the other business from those employees they will be working alongside that are substantively employees in that business. Therefore, the application of this only applies in areas/regions where both businesses operate as per the "agreed schedule".

If unintended consequences eventuate from the application of additional terms and conditions being applied in a situation that results in the unforeseen advantage or disadvantage of any party, the parties will work together to address and correct the issues identified so as to ensure neither party is disadvantaged or advantaged in a way that is contrary to the intent of the arrangement.

### Agreed Schedule

These terms are only applicable to workers working in the other business in a region where both businesses operate – i.e. Greater Auckland, and Midlands.

#### NZCare terms and condition (that apply to Geneva Community Living employees working in the former NZCare business)

##### 5.1 Public Holidays

"...employees who are required to work the day on 25 December shall receive an additional payment of \$25 in recognition of the special significance of that day."

#### Geneva Community Living terms and conditions (that apply to NZCare employees working in the former Geneva Community Living business)

##### 15 Working Alone and Understaffed

Where a staff member is required to work without the support of a colleague when an additional staff member is rostered on, the following will be paid to the employee/s that are working on the under resourced shift. This payment shall also be paid when homes are understaffed with unfilled rosters i.e. 2 or more staff are on shift and additional staff member/s are rostered but the shift is vacant. This payment is effective from date of ratification of the Collective agreement.

- \$60 gross for a weekend shift (the weekend is the majority of the shift that falls on a Saturday and/or Sunday)
- \$30 gross for a weekday shift.

This payment will keep occurring until the correct FTE's or PTE's (full or part time employees) are placed on shift. This is a full shift payment not pro-rated. An incident form will also be completed by staff members.

The definition of 'working alone' does not include the following:

- If a staff member needs to leave the shift with no notice
- If a resident goes into hospital or is on leave

- If a home/ homes does not have full occupancy and a roster review is in process then any unfilled shifts would not be paid the allowance whilst the roster review and subsequent notice period of 4 weeks was in place
- The Community living sites operating on reduced staffing due to COVID alert levels.

### **17.8 Emergency Cover**

- Emergency is defined as “when an unplanned absence occurs”. An emergency is not for annual leave or planned sick leave; an emergency will have less than eight hours’ notice.
- Where an existing employee is asked to cover unplanned absences between 7am on Monday and 3pm on Friday an emergency allowance shall be provided at \$15.00.
- Where an existing employee is asked to cover unplanned absences between 3pm on a Friday and 7am on a Monday an emergency allowance shall be provided at \$30.00.
- Where a casual employee is asked to provide cover, this is not deemed emergency cover, regardless of the notification period given.

17.5 In the event that an employee works more than three hours beyond the ordinary hours of work on request by the employer (or delegated authority) or in an emergency cover situation an allowance shall be \$8.11.

17.6 In the event that an employee works more than three hours beyond the ordinary hours of work, with such hours worked being between 5pm Friday and 7am Monday, on request by the employer or in an emergency cover situation an allowance shall be \$21.60.

17.9 If an employee is designated to a shift, and is required to wait for a relief or Bureau staff to arrive before they can leave their rostered shift, the employee will receive a payment of time and a half (T 11/2) for the duration of having to wait. Employees will note the times for such payments in the communication book, or via email or text to their manager, noting the time the relief worker arrived. Remuneration shall be paid to the nearest hour. Overtime allowance is specifically for union members only.

### **23.3 Public Holidays**

Where an employee is required to work on Christmas Day, Boxing Day, New Years Day, Easter Monday and Good Friday, it being a day that would otherwise be a normal working day for the employee, then the employee shall be paid for each hour worked at the rate of double time for the day as if it were an ordinary day of work.

***Terms of employment and wage are attached to this agreement in schedule one  
Please sign and return this to confirm acceptance of this employment offer***

## SIGNATORIES

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### Employer Party on behalf of Geneva Healthcare:

Name: ~~Mike Peters~~

Signature:

Date:

### Union Party on behalf of E tū INCORPORATED

Name: ~~Robyn Spedding~~

Signature:

Date:

### Union Party on behalf of NZPSA

Name: ~~Jocelyn Pratt~~

Signature

Date:

## Appendix 2

### Union Coverage

The employer recognises the following agreed Union coverage for the purpose of providing Union information to new employees, new employee contacts, inductions and attendance at training.

| <b>E tū</b>                | <b>PSA</b>   |
|----------------------------|--|
| The Greater Auckland area  | <a href="#">Northland</a> <a href="#">Midlands (Hamilton, Rotorua, BoP/Tauranga)</a> |
| <a href="#">Taranaki</a>   | <a href="#">Waikato &amp; south Waikato</a>  |
| <a href="#">Whanganui</a>  | <a href="#">Coromandel</a>   |
| <a href="#">Manawatu</a>   | <a href="#">Hauraki</a>  |
| <a href="#">Horowhenua</a> | <a href="#">BOP</a>  |
| -                          | <a href="#">King Country</a>   |
| -                          | <a href="#">Hawkes Bay</a>   |
| -                          | <a href="#">East Coast and Tairāwhiti</a>  |
| -                          | <a href="#">Wairarapa</a>  |
| -                          | <a href="#">The greater Wellington region</a>  |
| -                          | <a href="#">The South Island</a>   |

## POSITION DESCRIPTION

|                                  |                                   |
|----------------------------------|-----------------------------------|
| <b>Position Title:</b>           | Support Worker                    |
| <b>Location:</b>                 | Depending on Location             |
| <b>Reports To:</b>               | Care Coordinator                  |
| <b>Number Of Direct Reports:</b> | Nil                               |
| <b>Hours Of Work:</b>            | Rostered across 7 days / 24 hours |
| <b>Date Prepared:</b>            | July 2010; Amended June 2011      |

## PURPOSE

To provide support services to clients in the Community Living Service in a way that encourages them to have an active lifestyle within their community of choice. To work in partnership with the clients in a way that is empowering and strives to meet their wishes and aspirations.

| KEY RESULT AREA          | PERFORMANCE INDICATORS  |
|--------------------------|---|
| 1. Medication Management | <ul style="list-style-type: none"> <li>Administer client medication safely according to Geneva Healthcare policy and procedure.</li> </ul>  |
| 2. Home Management       | <ul style="list-style-type: none"> <li>Undertake daily home management tasks with the clients according to the residential care plan.</li> <li>Maintain accurate records of home management tasks.</li> <li>Prepare, cook and serve a nutritionally balanced meal while encouraging clients to participate.</li> <li>Support clients to develop a menu that meets healthy dietary requirements.</li> <li>Ensure that all food handling is done with regard to infection control and food handling safety protocols/procedures.</li> </ul> |
| 3. Communication         | <ul style="list-style-type: none"> <li>Complete all daily documentation legibly and concisely.</li> <li>Support House Coordinator or Site Leader in compilation of data for monthly reports.</li> <li>Complete timesheets/leave requests/other Geneva Healthcare documents in a timely fashion.</li> </ul>  |

|  |   |
|--|---|
| 4. Continuous Quality Improvement (CQI)  | <ul style="list-style-type: none"> <li>Identifies areas for improvement, implements projects and participates in CQI projects.</li> <li>Where required, carry out internal audits; participate in preparation for external audits.</li> </ul>   |
| 5. Actively participates in on-going training and development and performance reviews.   | <ul style="list-style-type: none"> <li>Undertake required Support Worker Certifications.</li> <li>Undertake all mandatory trainings per Geneva Healthcare Training Plan.</li> <li>Completion of a personal training and development plan.</li> <li>Management and professional supervision occurs, as required.</li> <li>Pursues regular professional development related activities, including formal and self-directed continuing education.</li> </ul> |
| 6. Individual actions and contributions enhance the success of the service/team.   | <ul style="list-style-type: none"> <li>Maintains a current knowledge of relevant issues and practices.</li> <li>Behaviour demonstrates cultural appropriateness.</li> <li>Builds and maintains productive working relationships.</li> <li>Contributes to the team, service and organisation.</li> </ul>   |
| 7. Application of the principles of Te Tiriti o Waitangi (Treaty of Waitangi)  | <ul style="list-style-type: none"> <li>Work practices demonstrate and are consistent with the Geneva Healthcare policies on the Treaty of Waitangi and Recognition of Maori Values and Beliefs.</li> </ul>  |
| 8. Provides Equal Employment Opportunities   | <ul style="list-style-type: none"> <li>Demonstrates and encourages behaviour that recognises and is consistent with the EEO principles and practices.</li> </ul>  |
| 9. Identifies and acts on any potential risks, crises or issues associated with clients, service delivery, colleagues or with organisation property.             | <ul style="list-style-type: none"> <li>Demonstrates risk awareness and plans to mitigate any potential problems or refers such risks/issues/crises to the House Coordinator or Site Leader.</li> </ul>  |
| 10. Complies with organisation policies and procedures. Contributes to maintaining a safe, supportive working environment by safe and healthy working practices. | <ul style="list-style-type: none"> <li>All policies and procedures are understood and complied with.</li> <li>The environment is safe and healthy, and service gaps or potential risks have been identified and reported promptly.</li> <li>Accidents/incidents, near misses and other hazards are reported according to Geneva Healthcare policy.</li> <li>Adopts safe working practices and encourages other to do the same.</li> </ul>                 |
| 11. Undertakes other work as negotiated and agreed with the House Coordinator.   | <ul style="list-style-type: none"> <li>Other work is undertaken and completed. Commitment and flexibility is demonstrated.</li> </ul>   |

| FUNCTIONAL RELATIONSHIPS |   |
|--------------------------|---|
| Internal                 | <ul style="list-style-type: none"> <li>CL Area Manager</li> </ul> |



|   |   |
|---|---|
|   | <ul style="list-style-type: none"> <li>• CL Clinical Manager</li> <li>• Site Leaders/House Coordinators</li> <li>• Geneva Elevator</li> <li>• Community Connector</li> </ul>  |
| <b>External</b>                                   | <ul style="list-style-type: none"> <li>• Clients</li> <li>• Client's family / whanau</li> <li>• External health professionals</li> </ul>  |
| <b>PERSON SPECIFICATION</b>                       |   |
| <b><i>Knowledge and Experience</i></b>            | <ul style="list-style-type: none"> <li>• Minimum 18 years of age</li> <li>• Able to communicate in spoken and written English</li> <li>• Physically able to support clients with all mobility needs</li> <li>• Commitment to working toward NZQA Health and Disability certification</li> <li>• Knowledge of the disability sector, relevant agencies and services (e.g. health, disability, social services)</li> <li>• Relevant agencies and services</li> <li>• Cultural safety, Treaty of Waitangi</li> </ul>                           |
| <b><i>Skills and Abilities</i></b>                | <ul style="list-style-type: none"> <li>• Ability to work night/ weekends/ holidays per rotating roster</li> <li>• Interpersonal skills</li> <li>• Ability to work cohesively and effectively with other team members</li> <li>• Able to work autonomously</li> <li>• Able to carry out personal cares for both male and female clients</li> <li>• Ability to cook nutritious meals</li> <li>• Flexibility</li> <li>• Effective communication skills</li> <li>• Efficient administrative skills</li> <li>• Time management skills</li> </ul> |
| <b><i>Equipment/Technological Requirement</i></b> | <ul style="list-style-type: none"> <li>• Computer skills including the use of e-mail, internet and Microsoft Office applications.</li> <li>• Full, current and clean New Zealand driver's licence; ability to drive a car and van with manual transmission or willing to be trained.</li> </ul>   |

The management leadership team of Geneva Healthcare Limited is committed to providing and maintaining a safe and healthy working environment for its employees, visitors, and all persons using the premises as a place of work. The management leadership team shall be guided and supported by the CEO, Board of Directors and Executive Committee to achieve the goals of the Health & Safety Policy. Geneva Healthcare implements a comprehensive suite of health and safety policies and procedures to ensure awareness. The Geneva Healthcare Temporary Services and Homecare divisions have specific policies that shall be read in conjunction with this policy for employees in those divisions.

**To ensure a safe and healthy work environment, the management leadership team will develop and maintain a Health and Safety Management System. Specifically, we will:**

- Set health and safety objectives and performance criteria for all managers and work areas
- Annually review health and safety objectives and managers' performance
- Actively encourage the accurate and timely reporting and recording of all incidents and injuries
- Investigate all reported incidents and injuries to ensure all contributing factors are identified and, where appropriate, plans are formulated to take corrective action
- Actively encourage the early reporting of any pain or discomfort
- Support the safe and early return to work of injured employees
- Identify all existing and new risks and take all reasonably practicable steps to eliminate or minimise the exposure to any risk deemed to be significant
- Ensure that all employees are made aware of the risks in their work area and are adequately trained to enable them to perform their duties in a safe manner
- Encourage employee consultation and participation in all matters relating to health and safety
- Promote a system of continuous improvement, including the annual review of policies and procedures
- Meet our obligations under the Health and Safety at Work Act 2015 and all corresponding Regulations, Codes of Practice and relevant Standards or Guidelines.

**Every employee of the company is expected to share in the commitment to health and safety. Every manager or supervisor has a responsibility for the health and safety of those employees working under their direction.**

**Each employee is expected to play a vital and responsible role in maintaining a safe and healthy workplace through:**

- Observing all safe work procedures, rules and instructions
- Going about their working routine in a safe and healthy manner and ensuring that their actions or inactions do not harm anyone else
- Encouraging colleagues to work in a safe and healthy manner and discourage them from behaving to the contrary
- The immediate reporting of any unsafe conditions in the workplace
- The early reporting of any pain or discomfort
- Ensuring that all incidents, injuries and potential risks are reported to the appropriate person.

**Our clients as 'Principals' have a responsibility to:**

- Take all reasonably practicable steps to ensure that Geneva employees are not harmed while on the premises
- Identify all risks that employees will be subject to in the workplace and make this risk register available to Geneva employees.
- Work collaboratively with Geneva Healthcare to ensure effective communication and management of hazards and risks for employees.

**The Health & Safety and Quality & Risk Committees**

These committees share joint responsibility for the implementation, monitoring, review and planning of health and safety policies, systems and practises. The Health & Safety Committee includes senior management representatives and other nominated employee representatives, while the Quality & Risk Committee is made up of members of the Management Team who carry direct responsibility for relevant outcomes. These committees shall report regularly to the Executive Committee on matters relating to the achievement of a safe working environment in accordance with the provisions of the Employer Commitment Policy.

### Policy Statement:

Geneva Healthcare is committed to being a fair and reasonable employer and expects all employees to act in a professional manner at all times.

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### Purpose:

To ensure that Geneva Healthcare maintains a safe environment for clients and that employee professionalism is upheld.

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### Scope:

This policy applies to all Geneva Healthcare employees.

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### Process:

Geneva Healthcare will discuss and attempt to resolve any employment relationship problem with employees and provide support and training as required and relevant.

However, engaging in any activity that may be considered unprofessional, dishonest, puts Geneva Healthcare's reputation or client's safety at risk or be a matter of performance, competency or conduct concern without an acceptable explanation, may be considered misconduct or serious misconduct and a disciplinary process followed. The outcome of this may include a warning or dismissal in accordance with Geneva Healthcare's disciplinary procedures. Some matters of serious misconduct may include instant dismissal without notice.

Misconduct includes but is not limited to the following;

- Failing to maintain Geneva Healthcare standards of professional presentation at all times.
- Deliberately violating or demonstrating behavior that is in breach of any of the Geneva Healthcare policies or guidelines.
- Breach of client or company privacy and confidentiality, this includes all communication methods and use of social media.
- Inappropriate rumor, hearsay or discussion about clients, Geneva Healthcare or colleagues.
- Attendance concerns including lateness and failing to show up for work.
- Deliberately falsifying documents and information requested by Geneva Healthcare, colleagues or clients, including timesheets and the EziPay system.
- Theft, fraud and dishonesty
- Avoiding duties and/or refusing to complete duties expected without discussing with Geneva Healthcare.
- Inappropriate discussion of personal problems and/or involving family/friends in the workplace.
- Accepting money/goods from a client or getting involved in client's financial affairs except as specifically authorised and approved by Geneva Healthcare. Including accepting extra hours to provide care to clients in a private capacity, to whom you have been introduced as a consequence of your employment
- Expressing contempt or demonstrating prejudice.

- Working while under the influence of alcohol or non-prescribed drugs or bringing alcohol/drugs to client premises.
- Use of insulting or offensive language in a client's presence, to Geneva Healthcare employees, colleagues or others.
- Any form of verbal or physical assault on a client, colleague or employee of Geneva Healthcare including any form of sexual harassment.
- Unauthorised or inappropriate use of the internet or email at Geneva Healthcare or their client's facilities.
- Smoking in no smoking areas or inside buildings as per current no smoking law.
- Employee working outside their scope of practice, or the relevant legislation that applies to Health Professionals
- Failing to disclose information relevant to employment during the application process including health and medical matters, immigration matters, criminal and traffic convictions or pending charges and notifications to the relevant professional registration body
- Failing to disclose new information relevant to employment during the term of employment as soon as practicably able, including health and medical matters, immigration matters, Police investigations, convictions or professional investigations
- Any other inappropriate conduct detailed in but not limited to the Professional Boundaries Policy

Associated Document(s)

- Disciplinary Procedure
- Professional Boundaries Policy

Reference:

|                                 |  |                          |
|---------------------------------|--|--------------------------|
| <b>Prepared by:</b> N Stevenson | <b>Designation:</b> Group Quality Manager      | <b>Date:</b> Oct 2014    |
| <b>Authorised by:</b> V Manion  | <b>Designation:</b> General Manager Operations | <b>Revised:</b> Feb 2016 |
| <b>Review Date:</b>             |  | Feb 2018                 |

### Policy Statement:

Geneva Healthcare is committed to ensuring all drivers are aware of and comply with the requirements of this policy and all relevant legislation.

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### Scope:

- This policy applies to any employee who uses a Geneva Healthcare vehicle.
- Staff using their own vehicles for Geneva business are not covered by Geneva vehicle insurance policy – refer to Field Employee Motor Vehicle Use Policy.

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### Definitions:

- Vehicle is any vehicle that is owned, leased or rented by Geneva Healthcare.
- Driver is the Geneva employee or named driver deemed to be in charge of a Geneva Healthcare vehicle at any given time.
- Designated Driver is an employee who has a Geneva Healthcare vehicle assigned to them as part of their role. The Designated Driver must complete Appendix A and B of the Motor Vehicle Use Policy – Internal Employee.
- Occasion Driver is an employee who uses a Geneva Healthcare vehicle sporadically.
- Fleet / Pool Vehicles are any vehicle owned/leased by Geneva Healthcare.
- Law and Regulations refers to those that apply within New Zealand (NZ).

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### Purpose:

To ensure that staff driving a Geneva Healthcare vehicle demonstrate safe driving and other good road safety habits at all times while driving. To maximize the safety of employees, passengers and other road users by promoting a safe driving culture within Geneva Healthcare.

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### Process:

- **Code of Conduct:**

The following actions in company vehicles will be viewed as serious breaches of conduct:

- Being under the influence of alcohol or drugs while driving
- Driving while disqualified, or not correctly licensed
- Reckless or dangerous driving
- Failing to stop after an accident
- Demerit points suspension
- Any actions that warrant suspension of a license.
- 
- **Responsibility of Driver is to:**
  - Behave professionally at all times and comply with all conditions of the law.

- Ensure they hold a current driver's license for the class of vehicle they are driving and comply with any restrictions of that license, and that their line manager is informed immediately if their driver's licence has been suspended or cancelled, or has limitations placed upon it
- Wear a safety belt at all times
- Pull over to the side of road when it is safe, before making or answering mobile phone calls or text messages, or if available, use hands-free devices appropriately.
- Refrain from eating or drinking while driving, and take regular rest breaks when necessary
- Smoking in the vehicle is strictly prohibited
- Use driving lights in wet, dim or dark conditions
- Be responsible for their own traffic/parking fines if incurred – see section below Payment of Fines and associated costs
- Not pick up hitchhikers.
- Not carry domestic animals in the vehicle. Under the Human Rights Act 1993 and the Dog Control Act 1996, a guide dog has rights of access to a vehicle.
- Not use a vehicle that they deem to be unsafe, or which has been withdrawn from use.
- If using vehicle chains, ensure they are fitted correctly so as not to cause damage to the vehicle. The cost of hiring chains remains with the Driver.
- Ensure that the vehicle doors and windows are locked when unattended. Vehicles must preferably be parked off road overnight unless this is not possible.
- Be aware of and use the authorised breakdown service.
- Ensure that any clients are transported according to their individual Service Plan

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**Fit for driving:**

- A Driver must not have any medical condition that exempts the Driver from driving a motor vehicle, and use glasses while driving if specified on their Driver's license.
  - No Driver shall use non-prescription drugs, recreational drugs, intoxicating substances or be in excess of Alcohol as defined by NZ Law while in charge of a vehicle.
  - The use of prescription drugs prescribed by a NZ approved registered medical practitioner is acceptable as long as they do not impair the ability to drive within the law.
  - A Driver must not be driving a vehicle if suffering from fatigue or any condition which inhibits the ability to drive safely and within the law.
- **Responsibility of Geneva Healthcare is to:**
    - Ensure that no staff are required to drive under conditions that are unsafe and/or likely to cause physical distress or fatigue

- Cover the running costs of the vehicle, including fuel, road user charges, insurance, break downs, serving, and maintenance
- Fit all vehicles with a first aid kit and emergency triangle

**Log book:**

- If a Geneva Healthcare vehicle has a log book, each trip must be recorded even if the Driver uses a Geneva Healthcare vehicle occasionally.

**What do to in the event of a breakdown:**

In the event of breakdown, the Driver is responsible for ensuring the authorised breakdown service associated with that vehicle is used. Information for this service is attached to the vehicle windscreen. Breakdown services vary between Geneva owned and leased vehicles.

• **What to do in the event of an Accident:**

*Immediately:*

Immediately stop your vehicle at the scene or as close to it as possible, making sure you are not obstructing traffic.

Ensure your own safety first.

Help any injured people and call for assistance if needed

Do not admit liability

*Contact the nearest Police Station*

If there are injuries, disagreement over the cause of the crash, property damage other than your own, or damage to the vehicle that looks to be more than \$2500

• *Obtain the following information:*

Details of the other vehicle(s) and registration number(s)

Name and address of the other vehicle owner(s) and driver(s)

Name and address of any witness (es)

Name of insurer(s)

• *Give the following information:*

Your name and address

If you damage another vehicle that is unattended, leave a note on the vehicle with your contact details

• *As soon as practicable:*

If there is an injury or damage, report the crash to the Fleet Administrator and Line Manager as practicable.

Arrange for the vehicle to be removed if required

Complete an Accident/Incident Form

• **Payment of fines and associated costs:**

Drivers are responsible for all costs from traffic or parking infringements, expired warrant of fitness (WOF) or Registration associated with the vehicle while in their charge. When a fine is incurred, the fine is paid by Geneva and the costs are then recovered from the Driver's wages or salary. The process is;

- The Fleet Administrator advises the Driver by email of details relating to the fine a received
- The Driver approves by reply email for the deduction from their wage or salary
- Costs relating to the fine are deducted from the vehicle Driver's wage or salary.

Drivers of Geneva Healthcare vehicles are responsible for the insurance excess if more than one accident/claim is incurred in a 12 month period.

Any behaviour, including but not limited to failing to stop and remain at the scene of an accident where required to do so by law, that voids the vehicles insurance policy and deems the vehicle uninsured against loss, damage or liability arising, will have all costs associated with the event the responsibility of the employee.

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**References:**

Appendix A: Motor Vehicle Use – Designated Person

Appendix B: Named Driver of Company Vehicle Form

Field Employee Motor Vehicle Use Policy

Human Rights Act 1993

Dog Control Act 1996

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| <b>Authorised by:</b> Leah Garea  | <b>Designation:</b> HR Manager          | <b>Date:</b> Nov 2015 |
| <b>Review Date:</b>               |   | Nov 2017              |