

Ativas Limited trading as **Cairnfield House**



NZ Nurses Organisation and E tū Multi Union Collective Agreement

6 OCTOBER 2019 TO 5 OCTOBER 2020



NEW ZEALAND
NURSES
ORGANISATION

TŌPŪTANGA
TAPUHI
KAITIAKI O AOTEAROA

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1. PARTIES

1.1 The parties to this Multi-union Collective Agreement are:

- **Ativas Limited t/a Cairnfield House** (“the employer”)
and
- **The New Zealand Nurses Organisation and E tū Union** (“the unions”)

2. COVERAGE

2.1 This agreement covers Registered Nurses, Enrolled Nurses, Nurse Assistants, Health Care Assistants, Activities Coordinators, Receptionist, Cleaners, Laundry Assistants, Cooks, Kitchen Assistants, Gardener, Maintenance/Driver and Diversional Therapists who are presently employed by Cairnfield House and who are current members of the NZNO and E tū.

2.2 Specifically excluded from this coverage clause are Facility Manager, Clinical Manager, Senior Registered Nurse, Facility Administrator and Administration Assistant.

3. POSITIONS

3.1 The employees covered by this agreement will have job descriptions and each employee will perform such duties as required by the employer. The job descriptions may be changed from time to time. Each employee will be consulted prior to any significant change.

4. TERM OF AGREEMENT

4.1 This agreement will commence on 6 October 2019 and will continue in force for one year until 5 October 2020. This agreement supersedes any other written or unwritten agreement, contract or arrangement.

5. DUTIES AND RESPONSIBILITIES

5.1 The duties of the positions within the coverage of this Agreement are set out in the job description. These duties may be modified or updated by the employer from time to time.

5.2 The employee agrees to perform all other reasonable duties and to comply with reasonable instructions issued by the employer provided that the employee shall not be directed to work in an area or position outside of their skills, competencies or qualifications. Changes to job descriptions other than those necessitated by compliance requirements shall be first discussed with affected employees.

5.3 If the employer requests an employee to perform other duties the employee’s higher rate of pay will be paid for the duration of those duties.

5.4 Employees have a duty at all times to protect the assets of the employer.

5.5 Employees will work in the Northland Region, based from the Company’s premises in Whangarei.

5.6 It is the responsibility of all employees to have read and adhere to all Company policies and procedures.

6. PROBATIONARY PERIOD

- 6.1 The start of employment is subject to a three-month probationary period during which time the performance of the employee will be monitored and they will be told about any performance shortcomings.
- 6.2 The employee will be provided with whatever training and assistance the employer deems necessary so that they can properly fulfil their duties under this agreement.
- 6.3 During this probationary period the normal Company disciplinary process and notice period do not apply. Instead, the employee may be dismissed with one week's notice after one or more informal counselling sessions and one formal warning, if the employer considers that the employee has still failed to meet the required standards. The employer will follow procedural fairness guidelines when issuing a warning or terminating employment.
- 6.4 The probationary period does not limit the legal rights of either employer or employee to treat each other in good faith.
- 6.5 Where the employer terminates the agreement under this clause the employer may decide to pay out one week's notice instead of requiring the employee to work out the notice.
- 6.6 Nothing in this clause prevents the employer from summarily dismissing the employee for serious misconduct, or from extending the probationary period for a further period if the employer considers that the employee has not yet reached a satisfactory standard of performance.

7. PERFORMANCE REVIEW

- 7.1 The employer shall review the employees' performance in carrying out their responsibilities and duties from time to time. The system of performance review shall be determined by the employer.

8. VARIATIONS

- 8.1 Any matter in this agreement may be amended or deleted, or any new clause added during its term by written agreement of the parties. Any such variation shall be recorded in writing and signed by both parties.

9. HOURS OF WORK

- 9.1 The usual total hours to be worked per week for each employee shall be as individually agreed and set out in the employees' individual terms and conditions. The actual hours of work shall be as rostered by the employer.
- 9.2 Full-time employees and part-time employees shall be paid at the same hourly rate. Entitlements for leave shall be paid in accordance with the Holidays Act 2003 and its amendments.
- 9.3 The employer shall make every endeavour to allow two consecutive days off per week.
- 9.4 Rosters will normally be published 14 days prior to the commencement of the roster, provided that less notice may be given in exceptional circumstances. Rosters posted will show duties for a minimum 14-day period. Changes to rosters, once posted, shall be by mutual agreement.
- 9.5 Staff may be permitted to change shifts between each other by mutual agreement and with the prior approval of the Manager. Overtime and penalty provisions shall not apply in these instances.

10. OVERTIME

10.1 Overtime rates of one-and-a-quarter (1.25) will be paid for time worked in excess of 40 hours in any one week (Monday to Sunday inclusive), except where an employee requests to work additional hours over and above 40 hours per week. Payment for such requested additional hours will be at ordinary rates.

11. REDUCTION IN RESIDENT NUMBERS

11.1 In the event that resident numbers decrease to a point where fewer staff are required, the employer will have the discretion to reduce the employees' hours to reflect the reduction in the number of residents.

11.2 Staff will be given as much notice as practicable of such a reduction but no less than seven days. Cairnfield will consult with the affected employees and their Union.

12. MEAL INTERVALS AND REFRESHMENT BREAKS

12.1 The employer shall make available tea, coffee, Milo, sugar, milk, hot water and tea-making facilities.

12.2 The employee shall be entitled to breaks as per current legislation. Current entitlements are as follows:

Length of work period	Minimum number of rest and meal breaks will be provided
2.00 – 4.00 hours worked in one period	1 x 10 minute paid rest break
4.01 – 6.00 hours worked in one period	1 x 10 minute paid rest break 1 x 30 minute unpaid meal break
6.01 – 10.00 hours worked in one period	1 x 10 minute paid rest break 1 x 30 minute unpaid meal break 1 x 10 minute paid rest break
10.01 – 12.00 hours worked in one period	1 x 10 minute paid rest break 1 x 30 minute unpaid meal break 1 x 10 minute paid rest break 1 x 10 minute paid rest break

12.3 Rest and meal breaks shall be taken at times agreed between the employer and employee in accordance with operational requirements and/or as rostered.

13. WAGES AND PAY RATES

13.1 The pay rates are set out in Schedule (A) attached.

13.2 Wages will be paid by direct credit to a New Zealand bank account standing in the name of the employee. Payment will be on a fortnightly basis and will be available to the employee by Thursday after the pay period.

13.3 The employer may deduct from the employee's wages and retain out of monies due to the employee from time to time including on termination of employment, such sum as may be equivalent to the amount being held by the employee on behalf of the employer, together with any monies owed to the employer and the fair value, taking wear and tear into due consideration, of any property belonging to the employer for which the employee is unable to account. The employer shall also be entitled to make a rateable deduction for time lost through the employee's own default, sickness and accident, or at the employee's own request.

- 13.4 The employer shall be entitled to make deductions from wages in accordance with the Wages Protection Amendment Act 2016.
- 13.5 Employees will be provided with a wage slip detailing the calculations of their earnings and deductions. Wage slips shall also show the balance of annual leave entitlement, alternative holidays (lieu days) and long service leave. Sick leave balances will be provided at appraisals.
- 13.6 Upon commencement of employment, employees will automatically be enrolled into KiwiSaver. The employer will comply with all its legal obligations in relation to KiwiSaver. The current minimum Company contributions are indicated in the table below:

From the first whole pay period	Employer Contribution	Employee Contribution	Total Contribution
	3% of gross wages	3% of gross wages	6% of gross wages

13.7 Double Shift Allowance

Once an employee has completed 40 hours of work in any week (Monday to Sunday) and is then asked (or volunteers) to stay and work a double shift (or if the double shift will push them over the 40-hour threshold) the employee will be paid an additional allowance of \$10.50 for working a second shift back-to-back of six hours or more, or an additional allowance of \$5.00 for working a second shift back to-to-back of three hours or more. These allowances are not accumulative.

“Worked hours” does not include any type of leave and must be physically worked on site to be applicable.

Double shifts must be approved by management or by the Duty RN. This clause replaces the custom and practice of a \$20 incentive payment for working a double shift.

14. NIGHT AND WEEKEND ALLOWANCES

- 14.1 A night allowance of \$6.00 per shift or double shift will be paid for hours worked between Sunday 23h00 and Friday 07h00. No night allowances will be paid over weekends.
- 14.2 A weekend allowance of \$6.50 per shift or double shift will be paid for hours worked on Saturday and/or Sunday. Only one \$6.50 allowance is payable per day irrespective of the number of shifts worked that day.

15. SAVINGS

- 15.1 Nothing in this agreement shall operate so as to reduce any employee’s wage rate currently in excess of this agreement by the coming into force of this agreement.

16. PRACTISING CERTIFICATE

- 16.1 The cost of Practising Certificates for Registered Nurses, Enrolled Nurses and Diversional Therapists shall be reimbursed by the employer on the completion of the anniversary of employment and each year thereafter.

17. IN-SERVICE TRAINING

- 17.1 Applicable in-service training will be given on a regular basis to staff throughout the year as identified and deemed necessary by the Manager or to fulfil legislative requirements.

- 17.2 Five compulsory in-service training courses for all staff will be given annually or bi-annually in these areas:
- Fire safety – two sessions
 - Client rights
 - Elder abuse
 - Safe manual handling
 - Calming & restraint
- 17.3 Included for Registered Nurses:
- Interai
 - First aid
 - Syringe driver
 - Fundamentals of palliative care
- 17.4 It is the responsibility of the employee to attend these training sessions, the costs of which will be covered by the employer. Payment of wages will be paid for all compulsory training.
- 17.5 Should the employee fail to attend when required, or should they not complete the necessary training courses satisfactorily, this would be considered a breach of the terms of this employment agreement and disciplinary action may be taken after consultation.
- 17.6 The employer will give consideration to requests from employees to attend relevant training and development, with or without pay.

18. QUALIFICATIONS

- 18.1 Cairnfield House recognises Careerforce as its NZQA education provider and is committed to best practice assessment and support structures within the facility and to support the process to attain this.
- 18.2 Cairnfield also recognises that workplace training is most effective when there is an internal support structure which includes people within the workplace.
- 18.3 This is a compulsory qualification and whilst Cairnfield House will provide support to the trainee through on-the-job training, the cost of this qualification will be borne by the employee.
- 18.4 Assessors**
Cairnfield will ensure there is a minimum of one qualified staff assessor (but normally two) on site and will pay the cost for staff to attain the 4098 assessment qualification.
- 18.5 Any external training undertaken by the employee must be discussed with management and the costs will be negotiated between the parties on a case-by-case basis.
- 18.6 On any occasion where the employer undertakes to pay for an employee's qualification, the employee will be required to complete the training and obtain the necessary qualification to the employer's satisfaction. Failure to complete the course or resigning within six months of completing the course, will render the employee liable for all costs associated with achieving the qualification. These costs will be deducted from the employee's wages or their final pay, whichever is applicable. The employee will be consulted before any deductions are made and the employer will ensure that any deductions are not overly onerous or unreasonable in accordance with the Wages Protection Amendment Act 2016.

18.7 Should the employee fail to participate in the required training or not achieve the necessary qualifications, this would be considered a breach of the terms of this employment agreement and disciplinary action may be taken after consultation.

18.8 Observers and verifiers

Cairnfield will use Clinical Manager, Facility Manager, RNs, ENs, T/Ls (with prior approval from Clinical Manager those who have completed Level 3 & 4) who know the trainee and would normally be responsible for ensuring that work is completed to the required standard.

Observers and verifiers are staff that work with the trainee and can attest that the trainee can complete the task being assessed to the required standard continuously which provides the proof the assessor needs to show that the trainee can do the practical work and can apply the theory in day-to-day practice.

18.9 Cairnfield will endeavour to see that staff covered under the Equal Pay Settlement are able to attain:

- The New Zealand Certificate in Health and Wellbeing Level 2 (or equivalent) within the first 7 months of employment; and
- The New Zealand Certificate in Health and Wellbeing Level 3 (or equivalent) within the first 19 months of employment; and
- The New Zealand Certificate in Health and Wellbeing Level 4 (or equivalent) within the first 31 months of employment.

19. CONFIDENTIALITY AND NON-DISCLOSURE

19.1 As part of normal duties the employee will obtain or have access to confidential information concerning the employer and residents.

19.2 Under no circumstances is any use to be made of this information except for purposes directly related to furthering the business objectives of the employer as provided within the terms of the employee's delegated authority.

19.3 Upon termination of employment under this agreement, the employee shall not in any circumstances whatsoever use either directly or indirectly, any confidential information belonging to the employer for any purpose whatsoever.

19.4 Upon termination of employment, the employee shall deliver up to the employer any records or documents (however stored) obtained during employment.

20. OTHER EMPLOYMENT AND CONFLICTS OF INTEREST

20.1 The employee shall not set himself/herself up or engage in private business or undertake other employment in direct or indirect competition with the employer using knowledge or materials gained during the course of employment with the employer. However, the employee may undertake other employment so long as such employment is in his/her own time and does not conflict with the employer's business.

21. ANNUAL HOLIDAYS

21.1 After one year of current continuous service with the employer, the employee shall be entitled to four weeks' annual holiday per year in accordance with the provisions of the Holidays Act 2003 and its amendments.

21.2 Holidays should be taken before the next anniversary date of the start of the employment of the employee, at a time mutually convenient to the employee and the employer. If no mutual agreement is reached, the employee will be given at least 14 days' notice of the need and time to take holidays.

21.3 Long Service Leave

On completion of 10 years' continuous service at Cairnfield House and each subsequent 10-year period of continuous service, employees will become entitled to a one-off special week of leave and will be paid at ordinary rate and not the Holiday pay calculation as required under the Holidays Act 2003. It must be taken within five years of the entitlement falling due.

22. SICK LEAVE

22.1 Sick leave shall be provided in accordance with the Holidays Act 2003 and its amendments.

22.2 The employee is entitled to six days' paid sick leave when:

- (i) the employee has completed six months' current continuous employment with the employer; or
- (ii) if (i) above does not apply and the employee has, over a period of six months, worked for the employer for at least an average of 10 hours per week during that period and no less than one hour in every week, or no less than 40 hours per month during that period.

22.3 The employee's sick leave entitlement will increase to seven days after 18 months' service. To clarify, after six months' service, the employee is entitled to six days' sick leave for the next 12 months; thereafter they will be entitled to seven days' sick leave in each 12-month period, up to a maximum of 27 days.

22.4 Paid sick leave can be taken if:

- (i) the employee is sick or injured; or
- (ii) the employee's spouse is sick or injured; or
- (iii) a person who depends on the employee is sick or injured.

22.5 A medical certificate may be required if the sickness or injury leave is for a period of three or more consecutive calendar days, whether these days are working days or not.

22.6 However, the employer may require proof of illness or injury within three consecutive calendar days if:

- the employer suspects that the leave is not genuine;
- the employer informs the employee of the requirement to provide the proof as soon as possible after forming the suspicion; and
- the employer agrees to meet the employee's reasonable expenses in obtaining the proof.

22.7 The employee must notify the employer of his/her intention to take sick leave as early as possible prior to the start of the work period or if that is not practicable, as early as possible after that time.

23. BEREAVEMENT/TANGIHANGA LEAVE

23.1 Bereavement/Tangihanga leave shall be granted in accordance with the Holidays Act 2003 and its amendments.

23.2 The employee is entitled to paid bereavement/tangihanga leave when:

- (i) the employee has completed six months' current continuous employment with the employers; or
- (ii) if (i) above does not apply and the employee has, over a period of six months, worked for the employer for at least an average 10 hours per week during that period and no less than one hour every week, or no less than 40 hours per month during that period.

23.3 The employee may take three days' paid bereavement/tangihanga leave on the death of the employee's:

Spouse, parent, child, brother or sister, grandparent, grandchild, spouse's parent.

- 23.4 The employee shall be granted one day paid bereavement/tangihanga leave to allow a reasonable opportunity to pay respects to a deceased person on the death of any other person where the employer accepts, having regard to the relevant factors listed below, that the employee has suffered a bereavement. The relevant factors include:
- The closeness of the association between the employee and the deceased person;
 - Whether the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death;
 - Any cultural responsibilities of the employee in relation to the death.

23.5 An employee may apply for further unpaid leave which will be at the employer's discretion.

24. UNIFORMS

- 24.1 Upon commencement of employment the employee will receive two uniforms from supplied stock at Cairnfield House (one uniform will be given at orientation and a second one on completion of orientation).
- 24.2 Thereafter uniforms will be assessed on an as-needs basis and no more than two per year will be issued.
- 24.3 The employee will be responsible for any repairs to their own uniforms during this time frame.
- 24.4 If there is a genuine reason for a replacement or repair of the uniform, Cairnfield House will consider this on a case-by-case basis.

25. VACCINATIONS

- 25.1 Cairnfield will provide influenza vaccinations.

26. PUBLIC HOLIDAYS

- 26.1 The employer and the employee agree that the following days shall be granted as whole holidays in accordance with the Holidays Act 2003 where they fall on days that would otherwise be a working day for the employee. It is agreed that such holidays shall be observed on the day on which they actually fall.

New Year's Day [1 January]
2 January
Anniversary Day of the Province
Waitangi Day [6 February]
Good Friday
Easter Monday
ANZAC Day [25 April]
The birthday of the reigning Sovereign [first Monday in June]
Labour Day [fourth Monday in October]
Christmas Day [25 December]
Boxing Day [26 December]

- 26.2 Where the employee is not required to work on any of the days specified in clause 26.1 above, it being a day that **would** otherwise be a working day for the employee, then the employee shall be paid for the day at not less than the employee's relevant daily pay for that day.
- 26.3 Where the employee is required to work on any of the days specified in clause 26.1 above, it being a day that **would** otherwise be a working day for the employee then the employee shall be paid for the day at not less than the employee's relevant daily pay and in addition, hours worked on that day

shall be paid at half rates extra. The Act prohibits time and a half rates to be paid on top of “penal” rates.

- 26.4 Further to clause 26.3 above, the employee shall also be allowed a whole paid day off in lieu (alternative holiday) to be taken at a time mutually agreed between the employer and the employee. If the day is not taken after 12 months, the employer can direct a date for it to be taken or the parties may agree for it to be paid out.
- 26.5 Where the employee is required to work on any of the days specified in clause 26.1 above, it being a day that **would not** otherwise be a working day for the employee, then the employee shall be paid for all time worked at time and a half for each hour worked based on the employee’s relevant daily pay. The Act prohibits time and a half rates to be paid on top of “penal” rates.
- 26.6 The employee consents to work the days specified in clause 26.1 above as required by the employer.
- 26.7 If the employee is sick or suffers bereavement on a Public Holiday that the employee was scheduled to work, that day is to be treated as an unworked Public holiday rather than as sick or bereavement leave.

27. PARENTAL LEAVE

- 27.1 Parental leave shall be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 2016 and amendments.

28. POLICE VETTING CHECK

- 28.1 Employees are required to complete a Police Vetting Check prior to any consideration of their employment.
- 28.2 Employment will be subject to a Police Vetting Check, and have appropriate questions relating to any previous convictions.
- 28.3 If employment has commenced before Police Vetting check has been received by management, termination of employment can result upon receiving a failed Police vetting clearance.
- 28.4 Employees have the right to be treated fairly and to have their privacy respected.
- 28.5 The information contained in a Police Vetting Check is confidential and privacy must be safeguarded at all times.

29. MEDICAL EXAMINATIONS AND TESTS

- 29.1 In any circumstances where the employer reasonably believes it to be necessary, the employer will require the employee to be medically examined by a medical practitioner nominated by the employer at the employer’s expense, and will require a report from the medical practitioner.
- 29.2 Any such medical examination shall include the right to have the employee tested for drugs and alcohol.
- 29.3 Such medical examinations and tests may be required for a number of reasons, including:
- To assess the employee’s ability and capacity to work properly and/or safely
 - To ascertain whether the work or work environment may affect the employee’s health and safety
 - To assess the employee after he/she is involved in an incident or accident or suffers an injury or illness that may be work-related or may result in their being off work for a long time.

30. DRUGS AND ALCOHOL

- 30.1 Where the employer has reasonable grounds for suspecting that the employee's work performance is impaired or at risk of impairment as a result of the consumption of illegal drugs or alcohol, the employer may require the employee to undergo a non-intrusive drug test (a urine test) or a test for blood/alcohol content. Such tests will be conducted by a Registered Medical Professional or suitably qualified external provider. The testing process followed will be such as to ensure a safe and accurate test.
- 30.2 In deciding whether to conduct a test the employer shall have regard for any comment by the employee.
- 30.3 On receipt of a positive test, the employer shall discuss the results with the employee and take into consideration any explanation received before any outcome is decided upon.
- 30.4 A positive test result will lead to disciplinary action being taken and could result in instant dismissal for serious misconduct.

31. HEALTH AND SAFETY

- 31.1 Both parties must comply with all occupational safety and health statutory obligations under the Health and Safety at Work Act 2015 (and any other relevant legislation that may apply from time to time). Employee and employer engagement and participation in all health and safety issues at Cairnfield House is crucial to the safety and well-being of all workers and residents.
- 31.2 The employer will keep an accident register. The employee must report all accidents, incidents and near-misses to the employer and complete and accident/incident form immediately after the accident/incident has occurred.
- 31.3 The employer may from time to time at their discretion amend their health and safety policy and procedures, changes in work practice and improvements in safety techniques and equipment. Employees will be given reasonable notice of any changes.
- 31.4 The employee must wear the personal protective clothing with which he/she has been issued at all appropriate times and take all practicable steps to ensure that in the performance of his/her duties, the employee does not undermine his/her own health and safety or that of any other person.
- 31.5 The worker participation scheme shall be maintained in the accordance with legislation. Employee representation on the Health and Safety Committee shall be elected at staff forums. The Health and Safety Committee shall meet regularly, and not less than three-monthly intervals. Committee meeting minutes will be made available to employees.

32. NOTICE OF TERMINATION

- 32.1 Except as provided in this clause, this Agreement may be terminated as follows:
- In the case of registered nurses, enrolled nurses, activities/ recreation officers, by either party giving four weeks' written notice.
 - In the case of caregivers, household employees, kitchen hands, gardeners, maintenance workers and physiotherapy assistants, cooks, chefs, and receptionists by either party giving two weeks' written notice
 - In the case of casual employees by either party giving one day's written notice
 - The relevant period of notice may be reduced by written agreement between the employer and employee.
- 32.2 Where the full notice is not given, payment equivalent to the unexpired period of notice shall be paid or forfeited as the case may be.

- 32.3 The employer may terminate the agreement without notice, in the case of substantiated serious misconduct.
- 32.4 The employer may elect to pay the employee wages in lieu of all or part of the notice period. Where this is done, this shall not constitute dismissal.
- 32.5 The employer may make deductions from wages in accordance with the Wages Protection Amendment Act 2016.
- 32.6 The employer shall also be entitled to make a rateable deduction for time lost through the employee's own default, sickness and accident, or at the employee's own request. In addition from time to time the employer may deduct monies outstanding during employment providing the employee has consented in writing in accordance with the Wages Protection Amendment Act 2016.

33. TERMINATION ON MEDICAL GROUNDS

- 33.1 In the event the employee has been absent from work for two months because of illness or injury, the employer shall be entitled to require the employee to undergo a medical examination by a registered medical practitioner nominated by the employer at the employer's cost.
- 33.2 In assessing the employee's fitness for work, the employer shall take into account any report provided as a result of that examination, and any other medical report provided by the employee within a reasonable time frame.
- 33.3 If, in the reasonable opinion of the employer, the employee is incapable of the proper performance of his/her duties by reason of illness or incapacitation, the employer may terminate this agreement by the provision of not less than two weeks' notice in writing.

34. SUSPENSION

- 34.1 The employer reserves the right to suspend the employee on full pay:
- during the course of an investigation into suspected misconduct; or where
 - because of a condition, illness or injury, the employer has sound reasons to believe that the employee constitutes an immediate hazard to themselves or to others.
- 34.2 Suspension will only occur after the employer has discussed the reasons for the proposed suspension with the employee and considered any comment the employee may wish to make with regard to the proposed suspension.

35. REDUNDANCY

- 35.1 A redundant employee shall mean an employee whose employment is terminated as being surplus to existing requirements by reason of the closing down or reorganisation of the whole or part of the employer's operation or amalgamation of the employer's operation with the operation of another employer.
- 35.2 In the event of redundancy, no redundancy compensation will be payable. However, a minimum of four weeks' notice shall be given to the employee.

36. PROTECTION FROM DISADVANTAGE

- 36.1 Where the work of any employee bound by this agreement is affected by the contracting out, sale, or transfer of all or part of the business, the employer shall consult with the parties to this agreement and those directly affected employee(s) prior to any contract being signed by the employer.
- 36.2 The employer shall take all reasonable steps to ensure that any contract entered into, which will result in the whole or part of the business being contracted out, sold or transferred, shall require the contractor or purchaser acquiring the business or the part being contracted out, sold or transferred to:
- (i) offer the directly affected employee(s) employment in the business that has been contracted out, sold or transferred that is in the same or substantially similar capacity as that in which the employee was employed by the employer, or in a capacity that the employee is willing to accept; and
 - (ii) agree to treat service with the employer as if it were service with the contractor or purchaser and as if it were continuous; and
 - (iii) offer conditions of employment to the employee(s) which are the same or substantially similar to the conditions of employment set out in this agreement.
- 36.3 Where the employer is successful in securing such contractual arrangements with the person acquiring the business, the directly affected employee(s) shall not be entitled to any of the redundancy provisions set out in Clause 35 of this agreement.
- 36.4 If, after all reasonable steps have been taken, the employer fails to secure such contractual arrangements with the person acquiring the business, the directly affected employee(s) shall be declared surplus to the requirements of the employer and the redundancy provisions set out in Clause 35 of this agreement shall apply.

37. EMPLOYEE PROTECTION – VULNERABLE EMPLOYEES

- 37.1 This clause applies to cleaning and food catering employees in any place of work, caretaking and laundry employees in the education sector, and orderly and laundry employees in the health sector and the age-related residential care sector.
- 37.2 Where the work of any employee bound by this agreement is affected by restructuring, the employer shall consult with the union.
- 37.3 If there is a restructuring, employees affected by the restructuring shall have the right to elect to transfer to the employment of the new employer on the same terms and conditions of employment, including any service-based entitlements.
- 37.4 The employment of the employee, who has elected to transfer to the new employer, shall also be treated as continuous, including for the purpose of service-related entitlements.
- 37.5 Such employees shall also be provided with a reasonable opportunity to make an election to transfer to the new employer or not, before the employers' business is restructured and must also be provided with the date by which the election must be made.
- 37.6 Alternative arrangements, such as transferring to another site of the current employer, may be bargained between the parties.
- 37.7 Where employees indicate they wish to explore alternative arrangements (before deciding to transfer to the new employer), the employer must advise the union. Where such alternative arrangements are agreed they must be recorded in writing.

37.8 Where employees covered by this agreement elect to transfer to a new employer, and the new employer is not party to this agreement, the new employer shall become party to the agreement on the date the employees transfer to the new employer, but only in relation to, and for the purpose of, that employee.

37.9 Employees who elect to transfer to the new employer and who are subsequently declared redundant by the new employer for reasons relating to the restructuring, shall be entitled to redundancy compensation from the new employer as per Clause 35 of this Collective agreement.

38. ABANDONMENT OF EMPLOYMENT

38.1 Where the employee is absent from work for a continuous period exceeding two working days without the consent of the employer, or without notification to the employer, the employee shall be deemed to have terminated their employment and have forfeited his/her right to notice.

39. GIFTS AND DONATIONS

39.1 Staff members may not accept individual gifts, tips, gratuities or *koha*. If gifts are offered to an individual the offer should be politely declined and the donor referred to the Facility Manager.

40. EMPLOYMENT PROBLEMS, DISPUTES AND PERSONAL GRIEVANCE PROCEDURES

40.1 In relation to any employment problem, dispute or personal grievance, which may arise during the term of this agreement, the provisions of this clause and the Employment Relations Act 2000 shall apply.

40.2 Procedure for resolving employment relationship problems and personal grievances

This procedure applies to the resolution of all employment relationship problems and personal grievance matters within the organisation. An employment relationship problem is as defined in the Employment Relations Act 2000 and in this employment agreement.

40.3 If the employee feels that he/she has an employment relationship problem, the employee is urged to first raise the matter with the employer. The employer will do everything he/she can to resolve it as soon as possible after the event.

40.4 If the matter raised is a personal grievance, the employee must raise it with the employer within 90 days of the event giving rise to it.

40.5 Step 1

The employee must first speak to the manager or supervisor. If for any reason the employee does not wish to raise it with the manager, he/she should speak to another manager, or someone else who can deal with it, so the employer can deal with the employee's concern early. The employee is entitled to speak to a union representative and have a support person present.

40.6 Step 2

If the employee prefers to raise the matter in writing, or if any matter raised under Step 1 has not been resolved, the employee should write a letter regarding the problem or grievance, setting out:

1. Details of the problem or grievance; and
2. What solution the employee seeks to resolve the matter.

40.7 Step 3

Upon receipt of the written advice under Step 2 the employer will respond in writing setting out the employer's version of the facts.

40.8 Step 4

The employer will then meet with the employee to discuss and attempt to resolve the matter. The employee is advised to have a representative present.

40.9 Step 5

If the problem or grievance cannot be resolved at the Step 4 meeting, and the employee wishes to pursue the matter further, the employee may do so by seeking the services of the Mediation Service of the Ministry of Business, Innovation and Employment (MBIE), or with any alternative mediation provider as may be agreed. For further information, contact Info Line on 0800 209020 or visit the website www.employment.govt.nz

41. DISCRIMINATION AND HARASSMENT

41.1 Cairnfield House does not tolerate any discrimination or harassment of its employees. All sexual and racial harassment complaints will be handled in accordance with Cairnfield House Policy.

41.2 Attention is drawn to the provisions of the Human Rights Act 1987 and the Employment Relations Act 2000 and its amendments.


42. ADDITIONAL TERMS AND CONDITIONS

42.1 Where agreed individual terms and conditions fall outside of this Collective agreement, the employer will put in writing "Additional Terms and Conditions" pursuant to Section 61 of the Employment Relations Act 2000.

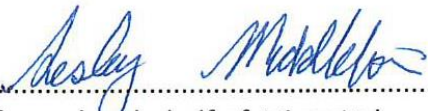
43. SIGNATURES

Signed.....
(for and on behalf of NZ Nurses Organisation)

Date 2/12/2019

Signed.....
(for and on behalf of E tū Union)

Date 02/12/2019

Signed.....
(for and on behalf of Ativas Ltd
t/a Cairnfield House)

Date 03/12/2019

SCHEDULE A – PAY RATES

Health Care Assistants	1 July 2017	1 July 2018	1 July 2019
Health Care Assistant, Activities Coordinator, Caregiver, Recreational Therapist, Diversional Therapist, Physiotherapy Assistants and Occupational Therapy Assistant			
No formal qualification or less than 3 years' service	\$19.00	\$19.80	\$20.50
NZQA Level 2 or more than 3 years' service	\$20.00	\$21.00	\$21.50
NZQA Level 3 or 8 years' or more service	\$21.00	\$22.50	\$23.00
NZQA Level 4 or 12 or more years' service	\$23.50	\$24.50	\$25.50
Existing employees who reach 12 years' current continuous service after 1 July 2017 and who have not achieved a Level 4 certificate.	\$22.50	\$23.50	\$24.50
Registered Nurse	Pay Rate		
Start	\$27.35		
1 + years	\$28.38		
2 + years	\$29.41		
3 + years	\$30.44		
4 + years	\$31.48		
Enrolled Nurse	Pay Rate		
Start	\$23.63		
1 + years	\$24.20		
2 + years	\$24.72		
3 + years	\$26.32		
Cleaner/Laundry/Kitchen Asst.	Pay Rate		
Start	\$18.27		
1 + years	\$18.78		
2 + years	\$19.30		
3 + years	\$19.81		
Cook	Pay Rate		
Start	\$18.27		
1 + years	\$18.78		
2 + years	\$19.30		
3 + years	\$19.81		
Senior Cook	Pay Rate		
Start	\$20.02		

1 + years	\$20.54
2 + years	\$21.05
3 + years	\$22.09
Maintenance/Gardener	
Start	\$18.27
1 + years	\$18.78
2 + years	\$19.30
3 + years	\$19.81
Receptionist	
Start	\$18.27
1+ years	\$18.78
2+ years	\$19.30
3+ years	\$19.81
Night Rate	
Refer to Clause 14.1	\$6.00
Weekend Rate	
Refer to Clause 14.2	\$6.50

QUALIFICATIONS AND TEAM LEADER ALLOWANCES

- The employer may appoint Team Leaders who normally report to a Registered Nurse.
- Team Leaders who administer medication are paid \$1.25 per hour over and above their normal pay rate.
- Team Leaders who do not administer medication are paid \$0.50 per hour over and above their normal pay rate.
- For cleaners, laundry and kitchen assistants, Careerforce (or equivalent qualifications) allowances will apply:
 - Level 2: 30 cents per hour
 - Level 3: 75 cents per hour
 - Level 4: \$1.00 per hour

Signed.....
(for and on behalf of NZ Nurses Organisation)

Date

Signed.....
(for and on behalf of E tū Union)

Date

Signed.....
(for and on behalf of Ativas Ltd
t/a Cairnfield House)

Date