Collective Agreement

GRACEDALE CARE LIMITED

AND

E tū UNION

AND

NEW ZEALAND NURSES ORGANISATION

February 2017 to July 2019
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1. THE PARTIES
The parties to this Collective Agreement (hereinafter called the “Agreement”) are:

- **Gracedale Care Limited** (hereinafter called “the employer”)
- **E tū** (hereinafter called "the union") and the **New Zealand Nurses Organisation** (hereinafter called "the union" or "the NZNO")

2. COVERAGE
This Agreement covers all workers who are employed by the Employer as Registered Nurses, Enrolled Nurses, Team Leader, Healthcare Assistants, Activity Coordinator, Activity Assistant, Physio Assistant, Occupational Therapy Assistant, Cooks, Kitchen Hands, Kitchen Assistants, Cleaners, and Laundry Workers. No employee in a managerial, administration, maintenance or driving position will be covered by this agreement.

3. NEW WORKERS
Any employee whose work comes within the coverage clause and who becomes a member of E tū or NZNO will become bound by the terms and conditions contained in this agreement.
Where the new employee is not a member if the Union, the employer will inform the employee that:
- a. this agreement exists and covers their work;
- b. that they may join the union;
- c. how to contact the union and who the union delegates are;
- d. if the employee joins the Union, the employee will be bound by the collective agreement;
- e. where to access copy of this agreement

4. PROBATION PERIOD
This clause shall only apply to those employees with less than two years industry service as at the date of commencement of employment.

(i) A probationary period shall operate for a period of three months from the date of commencement of the employee. The employee’s performance and suitability shall be monitored by the employer during this period and shall be discussed with the employee on a regular basis as deemed appropriate by the Company.

(ii) Any deficiencies or shortcoming in the employee’s performance or standards shall be identified and discussed with the employee. Notwithstanding any other company policy regarding the process for termination arising from the company’s disciplinary procedures, which shall not apply during the probation period, the employee shall be provided with a reprimand and one formal written warning, prior to the termination of employment of the employee either during and or at the end of the probation period.

(iii) Either party shall have the option of terminating the employment either during the probationary period by giving two week’s notice to the other party.

(iv) Notwithstanding (iii) above, termination for serious misconduct may result in instant dismissal.
5. UNION PROVISIONS

a. Union Access

In accordance with the Employment Relations Act 2000, a Union representative may enter the premises of Gracedale Care Ltd. to conduct business.

b. UNION FEE DEDUCTIONS

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

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 shall be made as a single bulk direct credit to the Union’s bank account with an identifying reference.

The employer shall simultaneously forward to the Union a schedule detailing the name of the employees, value if this deduction, the employee's payroll number and details of the period covered by the remittance.

c. UNION MEETINGS

During each calendar year, union members shall be entitled to attend two union meetings (each of a maximum of 2 hours duration) or four hours of 1 hours duration, without loss of ordinary pay provided that the following conditions are fulfilled:

- the union must give the Employer at least 14 days notice if the date and time of a union meeting;
- normal work will resume as soon as practicable at the conclusion of the meetings;
- only those union members attending the meetings during their ordinary hours of duty will be entitled to payment.
- where appropriate, and where there are insufficient other staff reasonably available, arrangements are to be made by the union for sufficient union members to remain on duty to ensure that the care of residents and clients is maintained during the time of the meetings;
- the union must supply to the employer a list of members who attended the union meeting and advise the duration of the meetings.

d. PAID EDUCATION LEAVE

The employer will release all employees bound by this agreement on paid education leave.

The annual allocation of paid education leave for employees bound by this collective agreement shall be based on section 74 of the ERA 2000. The formula is as follows:

<table>
<thead>
<tr>
<th>FTEE</th>
<th>Days of EREL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-5</td>
<td>3</td>
</tr>
<tr>
<td>6-50</td>
<td>5</td>
</tr>
<tr>
<td>51-280</td>
<td>1 per 8 FTEE or part of that number</td>
</tr>
</tbody>
</table>
An eligible employer who normally works 30 hours or more equals 1 FREE. An eligible employee who normally works less than 30 hours per week equals 0.5 FTE. 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.

On March 31st each year the union party to this agreement shall notify the employer of the maximum no. of EREL days and the details of the calculation.

e. **DELEGATES**

The role of the union delegate is to:

a. provide members with union information;
b. provide employees with information about the benefits of union membership;
c. participate in union meetings (including delegate meetings) with prior Gracedale approval;
d. participate in the life and activities of the wider union (i.e. celebrations, AGMM’s and conferences) in their own personal time; and
e. to represent union members in individual and collective employment matters.

Union delegates may be elected by employees who are members of the union, in the terms of the rules of the union. Gracedale will recognise the delegates, following written confirmation of their election.

Delegates will have reasonable access to office equipment (e.g. telephone, fax, email and printer) for conducting union business. A dedicated and visible space will be allocated on staff notice boards for delegates to publish union-related information.

Gracedale will not make a deduction from the wages of a delegate for any reasonable time spent by the delegate on business relating to employment matters within their workplace and directly related to Gracedale, nor for time spent in negotiations for their employment agreement.

Union delegate meetings may be arranged during the year. Attendance at such meetings shall have prior Gracedale approval.

**6. GENERAL DUTIES OF EMPLOYEES**

Every employee will diligently fulfil their responsibilities under their employment agreement and act in the best interest of the employer, including respect for and observance of relevant job descriptions and the policies and rules of Gracedale Care Ltd.

**7. CLASSIFICATION OF EMPLOYEES**

"Full Time Employees" are those employees who are engaged to work for the full ordinary hours in each week or fortnight.

"Part Time Employees" are employees regularly employed, for fewer than the full ordinary hours, and paid at pro rata the full-time wage.
Notwithstanding their classifications, employees may be requested to undertake other duties that they are lawfully permitted to perform.

8. HOURS OF EMPLOYMENT
The ordinary hours to be worked by employees shall not exceed 40 hours in one week. Wherever practicable rostered days off shall be consecutive.

Rosters will be available for permanent employees a fortnight in advance of their commencement. Once posted, rosters will not be changed without agreement with the employees concerned with the changes.

Rostered ordinary hours shall be separated by a period of at least 9 consecutive hours, except in emergencies or with the agreement of the employee.

f. Allocation of available shifts
Available shifts arise due to planned leave, vacancies or where a shift is left available on the roster to be filled based on occupancy levels. Permanent employees may request to work these available shifts over and above their ordinary hours.

The procedure for notifying and allocating available shifts;

1. The 'Available Shifts' list will be notified to staff (in a central location). This will usually be available two weeks in advance of the available shifts and the list will be kept on the board for a period of one week.
2. Employees may request a shift by placing their name next to the shift. More than one employee can request the same shift.
3. At the end of the notification period available shifts will be allocated to employees using the following criteria
   - Current hours worked / scheduled against ordinary hours
   - Shift pattern including number of consecutive days worked and number of shifts
     - Number of shifts requested by employee
   - Previous number of requested shifts approved and worked
   - Skills mix of staff on duty

Employees will be informed where they have been allocated an available shift at least one week prior.

g. Penalty Payments Relating to Ordinary Hours
Where an employee's whole ordinary duty falls within the hours of 9pm on one day and 8am the following day, she/he will be entitled to the appropriate night duty allowance.

h. Overtime
Where an employee works hours in excess of 40 hours per week, he/she shall be paid for the extra hours at the ordinary rate.

When arranging overtime involving extra duties/shifts, there shall be:
- No more than 14 hours worked within a 24-hour span;
- No more than 6 days worked in any one week; and
- No more than 96 hours worked in any rostered fortnight.

Consideration of consenting to additional hours being worked by an employee will necessarily take into account the needs of the organisation but also the risk of undue fatigue to the employee.
9. MEAL AND REST BREAKS
An employee will be entitled to a meal break of at least 30 minutes, to be allowed between 4 and 6 hours of duty. Notwithstanding, the employee and employer may agree as to the timing of the meal break.

Rest breaks shall be allowed without deduction from pay and tea, coffee, milk and sugar shall be provided. One 10-minute rest break shall be provided if the work period is between two and four hours. Two 10-minute rest breaks shall be provided if the work period is between 6 and 8 hours. For employees whose work period is more than 8 hours, the requirements will start again as though the work period has started at the end of the eighth hour.

Meal and rest breaks shall be allowed at times which enable work to proceed with minimum interruption and therefore may be varied as to timing or staggered amongst a work group. Where an employee cannot be released for a meal break during a shift greater than 6 hours they shall be paid for the time worked and be entitled to a meal allowance.

10. TIMEKEEPING
Employees will maintain such time recording systems provided by Gracedale Care Ltd as may be necessary to accurately record hours worked. An employee who knows they will be unavoidably late or absent must notify her/his manager or a supervisor prior to the start of her/his rostered commencement time. An employee who becomes unavoidably late or will be absent must notify her/his manager or a supervisor as soon as practicable.

11. WAGES
i. Payment of Wages

An employee’s total pay, as well as any holiday payments in that period, will be paid fortnightly and credited to an account in the name of the employee in the week immediately following the end of the pay period, not later than the Thursday. (Please note, holiday pay will be paid out in advance of the holiday if requested).

j. Kiwisaver

“Kiwisaver” means a KiwiSaver scheme under the KiwiSaver Act 2006 or any scheme which replaces it in the future.

If an employee elects not to join KiwiSaver, the employee’s total pay will be treated as wages. These wages, as well as any holiday payments in that period, will be paid fortnightly and credited to an account in the name of the employee in the week immediately following the end of the pay period, not later than the Thursday.

Because KiwiSaver contributions are a statutory requirement, they will not be included in the calculation of an employee’s “ordinary weekly pay” or “gross earnings” for Holidays Act purposes in the absence of a specific statutory requirement to include them.
k. Payslips

Employees will be provided with wages slips detailing the calculations of their earnings and all deductions made, within the pay week. If an employee considers that there has been a mistake in the calculation of their pay, they will raise it with their manager as soon as possible. If they payment is due to management or payroll staff error, the error will be corrected within two working days of its notification to payroll staff. When an employee's employment ends, having given the required period of notice, wages due shall be paid on the last day of work.

The payment of final wages on termination is subject to the employee returning all keys, uniforms, and equipment items in their possession.

l. Deductions from Wages

Deductions may be made from the wages due to an employee for time lost through sickness, accident, absence, default or incorrect overpayment. In the case of incorrect overpayment, the employee will be consulted beforehand as to the amount and intended method of recovery. Deductions arising occurring in one pay period may be made from subsequent pay periods.

Gracedale Care Ltd may deduct from final wages the residual value of unpaid uniform items.

Wages Records

Gracedale Care Ltd shall keep a time and wages record in which shall be recorded the requirements of Section 130 of the Employment Relations Act 2000.

m. Rates of Wages and Allowances

Rates of pay will be confirmed in the employee’s Letter of Employment and will be based on the criteria set in the attachment and will be adjusted accordingly based on qualifications and service as set out in the agreed schedule.

Allowances are also detailed in the Attachment to this agreement.

12. AMENITIES AND UNIFORMS

n. Amenities for Employees

Suitable facilities for changing shall be provided. A secure cupboard for safekeeping of employees’ personal belongings while on duty shall be available.

o. Uniforms and Clothing

Where Gracedale Care Ltd requires that specific uniforms or other clothing be worn, the allowance specified in Appendix 2 will be paid.

Staff may purchase uniform items from Gracedale Care Ltd at cost price or provide their own uniform to the standard required.

Protective clothing, aprons, overshoes, gumboots, disposable hats and gloves will be made available by Gracedale Care Ltd if the nature of the work so requires.
Employees must wear enclosed footwear acceptable to Gracedale Care Ltd when on duty.

13. LEAVE

p. Public Holidays

The following shall be the holidays under this agreement: Christmas Day, Boxing Day, New Year's Day, 2nd January, Waitangi Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the Birthday of the reigning sovereign and Anniversary Day of the Province.

The observance of the holidays is as follows:

i. For those staff whose ordinary hours of work are between Monday and Friday inclusive, the holidays will be observed in accordance with the Holidays Act 2003 and Amendments.

ii. For those staff whose ordinary hours are rostered or scheduled on any day of the week, the holidays will be observed as provided by the Holidays Act 2003.

iii. Where Christmas Day, Boxing Day, New Year's Day, 2nd January, Waitangi Day and Anzac Day fall on or over a weekend, they are transferred based on the working week of the employee (is transferred for employees who do not normally work on the weekend, and observed where they fall for employees who do normally work on the weekend). This provision does not entitle an employee to more than 4 public holidays for Christmas Day and Boxing Day, and New Year's Day and 2nd January.

iv. Where an employee’s normal working day falls on a Public Holiday, the employee will be required to work if rostered to do so, unless prior approval has been given to take leave.

v. Where an employee works on a public holiday, payment will be made in accordance with the Holidays Act 2003 and Amendment Act 2004, except where Christmas Day is observed on 25th December for the employee, they will be paid double the ordinary rate

vi. In addition, permanent employees who are required to work on a Public Holiday, and that day would otherwise have been a working day for the employee, she/he shall be allowed a full day’s alternative holiday, to be taken at a time mutually agreed between Gracedale Care Ltd and the employee within 12 months of entitlement. If agreement is not reached as to the date when the holiday is to be taken within 12 months, the employer may give notice to the employee to take the alternative holiday.

vii. Subject to the above, any such holidays that occur during a period of annual leave shall be paid for and the period of leave be extended by one day for each such holiday.

q. Annual Leave

i. An annual holiday of four weeks shall be allowed in accordance with the Holidays Act 2003. There will be no right to accumulate annual holidays from one anniversary year to another other than as is provided for in the Holidays Act 2003 and amendments. Employees are entitled to take up to 2 weeks annual holiday one uninterrupted period. Payment for annual leave is the greater of ordinary weekly pay or the employee’s average weekly earnings.
ii. Where a public holiday occurs during a period of annual leave, that day will be treated as a public holiday.

iii. Employees may request to take accrued annual leave in advance of entitlement, which will be granted subject to organizational requirements.

iv. Annual holidays shall be allowed at a time that has regard for the employee’s needs and wishes but is also suitable to the work requirements of Gracedale Care Ltd.

r. Long Service Leave

An employee shall be entitled to special holidays as follows:

i. One special holiday of two weeks after the completion of 10 years and before the completion of 20 years of current continuous service.

ii. One special holiday of three weeks after the completion of 20 years and before the completion of 30 years of current continuous service.

iii. One special holiday of five weeks after the completion of 30 years of current continuous service.

All such special holidays shall be on ordinary pay as defined by the Holidays Act 2003.

If an employee, having become entitled to a special holiday, leaves her/his employment before such holiday has been taken, she/he shall be paid in lieu thereof.

s. Bereavement Leave/Tangihanga Leave

i. Where Gracedale Care Ltd is satisfied that the circumstances warrant it, Gracedale Care Ltd will on the death of an employee’s partner, child, parent, brother, sister, parent-in-law, grandparent, step-parent, step-child, step-brother, step-sister, grandchild, son-in-law, daughter-in-law, grant to the employee leave on their relevant daily pay for a period of up to but not exceeding three days for each death.

ii. Where Gracedale Care Ltd is satisfied that the employee has suffered a bereavement, on any other occasion, Gracedale Care Ltd shall grant to the employee one day’s leave on their relevant daily pay. The criteria for granting such leave shall be based on, a) the closeness of association, b) whether the employee has to take significant responsibility for funeral arrangements, and c) cultural responsibilities.

iii. Gracedale Care Ltd may agree to grant unpaid leave in order to accommodate other special bereavement needs or otherwise the employee may request to take paid days in lieu that he/she may be entitled to or available annual leave.

t. Parental Leave

The provisions of the Parental Leave and Employment Protection Act 1987 (as amended) shall apply.

u. Jury Service

Where an employee is obliged to undertake jury service, the difference between the fees (excluding reimbursing payments) paid by the Court and the employee's ordinary rate of pay shall be made up by Gracedale Care Ltd provided that:

i. the employee produces the Court expenses voucher to Gracedale Care Ltd.
ii. the employee returns to work immediately on any day she/he is not actually serving on a jury.

iii. These payments shall be made for the duration of the Jury Service.

v. **Study leave**

Employees will be given reasonable opportunities to undertake courses of study or training relevant to their employment. Leave, with or without payment, may be approved as deemed appropriate by Gracedale Care Ltd. When an employee is instructed by Gracedale Care Ltd to attend a training course outside of her/his normal working hours, the employee shall be paid at the ordinary rate (T1) of pay for the hours of attendance.

Nurses will be entitled to up to 3 days paid study leave for post graduate studies upon application to the Manager. Such entitlement does not apply to any training/conference or portfolio study.

w. **Sick leave**

i. An employee who is unable to work because of sickness shall be entitled to 5 days’ sick leave after the employee has completed 6 months’ current continuous employment with the foundation, or if that does not apply, after the employee has over a period of 6 months worked for Gracedale Care Ltd at least an average of 10 hours a week during that period and not less than 1 hour in every week or no less than 40 hours in every month during that period.

ii. If an employee is sick for three or more consecutive days (which need not be working days), or Gracedale Care Ltd has reasonable grounds to suspect that the sick leave is not genuine, Gracedale Care Ltd may require documentary evidence before paying for such leave (for example a medical certificate).

iii. The employee shall advise her/his manager or supervisor as soon as practicable of inability to work because of sickness. Only in exceptional circumstances may notice be given after the time for commencement of duty. On returning to duty, the employee must report to her/his supervisor or manager in order to discuss the reasons for their absence.

iv. For employees who work 5 permanent shifts per week, sick leave may accumulate to the equivalent of 40 days by carrying forward from one year to another any unused accumulated benefit of up to 35 days pay. For employees who work fewer than 5 permanent shifts per week, the limits on accumulation will be proportionate. All employees are entitled to accumulate at least 20 days of sick leave.

v. Gracedale Care Ltd shall pay an employee an amount that is equivalent to the employee’s relevant daily pay for each day of approved sick leave taken by the employee that would otherwise be a working day for the employee.

vi. When an employee must stay at home to attend to a dependent person in the employee's family who is ill, leave at relevant daily pay shall be granted as a charge against her/his entitlement to sick leave.

vii. Gracedale Care Ltd reserves the right to require an employee who is likely suffering from a chronic or a long term illness, or where there is a pattern of absences causing concern, to visit a registered medical practitioner at the expense of Gracedale Care Ltd, and to be provided with a certificate and prognosis as may be appropriate.
x. **Domestic Violence Leave**

Gracedale has a company policy for Domestic/Family Violence Leave as follows;

Gracedale is committed to supporting employees experiencing domestic and family violence by providing up to 5 days of paid special leave to allow for legal, medical, relocation and other administrative commitments, as well as counselling requirements.

To maintain confidentiality, it is appropriate for any employee who is seeking such leave, to speak in confidence with the Manager regarding the reason for seeking such leave.

The Manager may request further information to support the application.

14. **HEALTH AND SAFETY**

In accordance with the Safety, Quality and Risk policy Gracedale Care is committed to providing and maintaining a safe and healthy work environment for workers, customers and visitors; and as a minimum complying with relevant legislation, codes of practices and guidelines.

a. To facilitate these objectives Gracedale will:
   - ensure a Worker Participation Process is established in accordance with the Health & Safety in Employment Act.
   - facilitate the election of a Health & Safety representative for each site by staff on that site. Elections will be held every two years.
   - ensure at least one union delegate is part of the Health & Safety representative group.
   - provide appropriate training to each elected Health & Safety Representative to enable them to carry out their responsibilities.
   - appropriate training will be provided to all staff in relation to their obligations.

b. To facilitate these objectives employees will:
   - take all practicable steps to ensure their own safety and that of fellow employees and residents, including complying with all health and safety statutory requirements, policies, procedures, training, guidelines and recommendations given;
   - immediately report all work related accidents or incidents, which may or may not have resulted in an injury or damage and complete all necessary documentation.
   - immediately report to the person in charge any damage or fault to equipment, or the existence of other hazards, that may endanger the health or safety of others as well as themselves.
   - Raise any concerns regarding workload or work environment with management, and monitor your overall work hours, ensuring you take appropriate breaks and schedule leave to maintain overall well being.

c. **Sexual Harassment**

The employees and Gracedale Care Ltd recognise the undesirability of sexual harassment in the workplace, and consider that it constitutes unacceptable behaviour. Where a claim of sexual harassment falls within the definition of "Personal Grievance" under Part 12 of this agreement, the provisions of that clause may be applied. Where the matter is of a sufficiently serious nature as to constitute unlawful sex discrimination within the terms of
Section 15 of the Human Rights Commission Act 1977, the Human Rights Commission may have jurisdiction to investigate the matter.

15. TERMINATION

a. The employee or Gracedale Care Ltd may terminate the employment by giving the other two weeks notice unless a lesser period is agreed in writing. Payment may be made in lieu of notice or two weeks wages be forfeited as the case may be (or such lesser period as has been agreed). A longer period may not be given by the employee without Gracedale approval.

b. The amount of payment made in lieu of notice or to be forfeited shall be the ordinary wages that would otherwise have been earned in the two weeks immediately following the termination in terms of the previous paragraph.

c. Notwithstanding the above, dismissal without notice or payment may occur in the case of serious misconduct.

d. In the event the Employee has been absent from work for three consecutive working days without any notification to the Employer, and the Employer has made reasonable efforts to contact the Employee, the employer can terminate the employee's employment, unless there is good cause for the absence.

e. Upon termination of employment Gracedale Care Ltd, on request, shall provide the employee with a certificate of service stating dates and the capacity(ies) of the employment.

16. EMPLOYEE PROTECTION PROVISION

a. In the event that Gracedale is considering restructuring, a sale, a transfer, or contracting out of all or part of our business (including a change of management contract), that may affect employee's future employment, Gracedale Care Ltd will:

   i. Meet with the unions to discuss the proposal and timeframes for the process.

   ii. As soon as is reasonably practicable, taking into account the commercial requirements of the business, commence negotiations with the potential new employer concerning the impact of the restructuring on the employee's position and agree on how those negotiations will be conducted.

   iii. Negotiate with the potential new employer regarding:
        o whether or not it proposes to offer employment to the employee; and
        o if so, the terms and conditions on which it proposes to offer employment to the employee.

   iv. In the event the employee does not transfer to the potential new employer, for whatever reason, redundancy entitlements will be determined in accordance with the terms outlined in this agreement.
b. Redundancy

i. In the event that the employee’s employment is terminated by reason of redundancy, the employee shall be entitled to four week’s notice of termination of employment or payment in lieu of notice by mutual agreement. No compensation for redundancy is payable.

ii. The employee shall be obliged to work out the notice period. However, should she/he obtain alternative employment that would require a commencement date earlier than the expiry of the notice period, the employee and Gracedale Care Ltd may agree to waive the remaining period of employment or part thereof. Where an employee is given notice or voluntarily terminates his/her employment before the expiry of the notice period, the employee shall not be paid for the unworked period of notice.

iii. Every endeavour shall be made to enable mutually agreed redeployment.

17. DISCIPLINARY PROCEDURES

a. Where any formal disciplinary process is undertaken the Employer will
   o investigate the problem
   o raise their concerns with the employee
   o give the employee a reasonable opportunity to respond
   o consider any explanation provided by the employee before making a final decision
   o provide written confirmation of the outcome including any warnings or dismissal
   o where dismissal is determined and justified, ensure approval is obtained from a senior representative of Gracedale in accordance with policy, and that advice of dismissal is given in the presence of a witness.

The employee will
   o have the opportunity to seek advice and support at any time during the process
   o have the opportunity to have a support person present at meetings related to the process and have reasonable opportunity to arrange this. The unavailability of a particular person shall not be used to frustrate Gracedale’s right to proceed
   o request copies of any documentation or evidence relating to the problem.

b. Suspension

i. An employee may be suspended while an allegation of misconduct or incompetence is being investigated, or if they are incapable of effective work (e.g. because of the influence of drugs or alcohol). If suspension is being considered the employee will be advised as to the reasons for the suspension and their views will be taken into consideration before a decision to suspend is confirmed.
c. Reasons for suspension may include:
   o Unauthorised possession or removal of property or money belonging to the company, residents or another employee
   o Conduct towards residents that may be detrimental to them
   o Violence against another employee
   o Serious harassment of another employee
   o Gross negligence
   o Risk of serious harm to the employee or other employees
   o The employee’s presence at work would prejudice investigation of the circumstances
   o The employee could destroy/tamper with evidence or intimidate witnesses.
   o The employee’s presence at work is likely to damage the employer’s business interests.

d. During the suspension period the employment relationship continues and the employee continues to be bound by the terms and conditions of their employment agreement. During suspension the employee may be assigned reasonable alternate duties; or excluded from all or any premises; and may be instructed to have no contact with Residents, Clients or other staff.

e. Suspension will be for the shortest period possible and is on pay pending any decision as to what further action, if any, may be taken.

**Progressive Warnings**

To be read with any relevant policy and procedures

<table>
<thead>
<tr>
<th>Step 1</th>
<th>First warning</th>
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<tbody>
<tr>
<td>A senior person shall advise the employee: of the behaviour or performance that is unsatisfactory, of what action to take to correct the problem, if applicable, of the consequences on continuing unsatisfactory behaviour or performance.</td>
<td></td>
</tr>
</tbody>
</table>

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<tr>
<th>Step 2</th>
<th>Final warning</th>
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<tbody>
<tr>
<td>An employee whose performance continues to be unsatisfactory shall receive a final warning. The warning procedure shall follow the manner of the first warning but in addition the employee shall be advised that further unsatisfactory performance or conduct will result in dismissal.</td>
<td></td>
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</tbody>
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<tr>
<th>Step 3</th>
<th>Dismissal</th>
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<tbody>
<tr>
<td>An employee who has received both warnings and continues to engage in unsatisfactory behaviour or performance will be liable to be dismissed in accordance with the termination clause of this agreement.</td>
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18. **PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS AND PERSONAL GRIEVANCES**

**Introduction**

This procedure applies to the settlement of all employment relationship problems and personal grievance matters within Gracedale Care Ltd.
A Personal Grievance is a situation where the employee feels aggrieved because of an action/s, taken by the employer. Any staff member may use this procedure and has the opportunity to have a support person present at a meeting with Gracedale Care Ltd.

If the employee feels that they have been treated unfairly, we urge the employee to first raise the matter with the employer. We will do everything we can to resolve it as soon as possible after the event.

Procedure

Where an employment relationship problem arises (including personal grievances, a dispute about the interpretation, operation or application of the collective agreement and arrears of wages), the employee/s shall have a right to take the following steps:

**Step 1**
The employee should first speak with their manager. If for any reason the employee does not feel they can raise it with their manager, the employee should speak to someone else who can deal with it, so we can deal with the employee’s concern at once.

Note – if the employee is raising a personal grievance (unjustified dismissal, unjustified action, discrimination, sexual harassment, racial harassment or duress) the employee must raise the personal grievance with the employer within 90 days beginning with the date of the dismissal or action, or the date the dismissal or the action came to the employee’s notice, whichever is the later.

**Step 2**
If the employee (or the employee’s chosen representative) prefers to raise any matter with us in writing, or if any matter the employee has raised in Step 1 has not been resolved, the employee should write a letter regarding the employee’s problem or grievance, covering three points:

- Details of the employee’s problem or grievance;
- Why the employee feels aggrieved;
- What solution the employee seeks to resolve the matter.

**Step 3**
If further attempts are unable to resolve the problem, either the employee or Gracedale Care Ltd may apply to the Ministry of Business, Innovation and Employment for mediation service assistance. This may include:
Provision of information or explanations as to where information can be found by way of telephone, fax, e-mail or internet;
Provision of information through pamphlets, brochures or booklets;
Specialist services, including mediation hearings and meetings.

The employee may refer to the Mediation Service for assistance with an employment relationship problem, at www.dol.govt.nz or on 0800 800 863.

**Step 4**
If the employment relationship problem is unable to be resolved with the assistance of the Mediation Service, the employee/s or Gracedale Care Ltd will be able to proceed to the Employment Relations Authority, which will provide an investigatory process and will issue a written decision.
The employee/s and Gracedale Care Ltd will be able to go to the Employment Relations Authority without first obtaining mediation assistance.

**Step 5**
In certain circumstances, the employee/s or Gracedale Care Ltd will be able to appeal to the Employment Court and the Court of Appeal if they are unhappy with the outcome at the Employment Relations Authority.

**19. VARIATION OF COLLECTIVE AGREEMENT**
The parties agree that the terms and conditions contained within this Agreement may be varied from time to time by written agreement between the employer and the union.

A variation shall only apply that has the support of the majority of Etu and NZNO members who:

a. are present at meetings called by the unions for the purposes of voting on that variation; and/or

b. take part in a ballot held by the unions to endorse or reject that variation.

**20. TERM OF COLLECTIVE AGREEMENT**
This Agreement shall take effect from 20th February 2017 and expires on 31 July 2019.

**Signatories to this Agreement**

Signed: [Signature]
For and on behalf of Gracedale Care Limited
Date: 30-5-2018

Signed: [Signature]
For and on behalf of Etu Union
Date: 30/05/2018

Signed: [Signature]
For and on behalf of the New Zealand Nurses Organisation
Date: 30/05/2018
APPENDIX 1: DEFINITIONS & OCCUPATIONAL CLASSIFICATIONS

A. DEFINITIONS

"Week" in the case of day workers shall mean the seven days computed from midnight to midnight covered by the pay week;

"Ordinary Hours", "Duty" or "Shift" shall have the same meaning being the time to be worked within the limit of daily hours on any day and is not overtime.

"Night Shift" means a duty or shift commencing at or after 9 p.m. and concluding at or before 8 a.m. on the following day.

B. OCCUPATIONAL CLASSIFICATIONS

"Enrolled Nurse" means a person whose name is on the roll in New Zealand as an enrolled nurse who holds a current annual practicing certificate and works under the supervision of a registered nurse.

"Registered Nurse" means a person who is registered in New Zealand as a nurse and holds a current annual practicing certificate.

“Service Worker” shall refer to an employee wholly or substantially engaged in general cleaning and domestic duties, laundry, general kitchen duties including cooking under the guidance or supervision of a cook.

"Caregiver" shall refer to employees wholly or substantially engaged in assisting older persons, residents or patients in their activities of daily living (personal cares) and such other attendant duties as required including aiding nurses in medical/nursing aspects of care.

APPENDIX 2 REMUNERATION PAY SCALE

APPLICABLE FROM 20 FEBRUARY 2018

<table>
<thead>
<tr>
<th>Service Workers</th>
<th>Start Rate</th>
<th>Plus 1yr Service</th>
<th>Plus 2yrs Service</th>
<th>Plus 3yrs Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1 - &lt; 1yr relevant experience</td>
<td>16.80</td>
<td>16.80</td>
<td>17.00</td>
<td>17.50</td>
</tr>
<tr>
<td>1-2yrs relevant experience&gt;</td>
<td>16.80</td>
<td>17.00</td>
<td>17.50</td>
<td>N/A</td>
</tr>
<tr>
<td>2yrs relevant experience</td>
<td>17.00</td>
<td>18.00</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Level 2 – recognized work related qualification</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Registered Nurse</th>
<th>Start Rate</th>
<th>1yr</th>
<th>2yrs</th>
<th>3yrs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1 - (New Grad)</td>
<td>28.36</td>
<td>29.48</td>
<td>30.60</td>
<td>32.00</td>
</tr>
<tr>
<td>Level 2 - (Experienced)</td>
<td>32.00</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Level 3 - (Relevant Post Grad Qual)</td>
<td>33.50</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>
Care and Support Workers Wage Rates

The following wage rates shall apply in accordance with the Care and Support Workers (Pay Equity) Settlement Act 2017. The conditions of that Act shall apply to any wage increases.

1 Hourly wage rates for workers employed before 1 July 2017

(1) The hourly wage for a care and support worker who is employed by an employer immediately before 1 July 2017 is the greater of the worker’s hourly wage under clause 2 and the applicable amount in the following table:

<table>
<thead>
<tr>
<th>Worker’s length of service with employer</th>
<th>1 July 2017 to 30 June 2018</th>
<th>1 July 2018 to 30 June 2019</th>
<th>1 July 2019 to 30 June 2021</th>
<th>1 July 2021 to 30 June 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>$20.00</td>
<td>$21.00</td>
<td>$21.50</td>
<td>$23.00</td>
</tr>
<tr>
<td>3 years or more but less than 8 years</td>
<td>$21.00</td>
<td>$22.50</td>
<td>$23.00</td>
<td>$25.00</td>
</tr>
<tr>
<td>8 years or more but less than 12 years</td>
<td>$22.50</td>
<td>$23.50</td>
<td>$25.00</td>
<td>$27.00</td>
</tr>
<tr>
<td>12 years or more, if subclause (2) applies</td>
<td>$23.50</td>
<td>$24.50</td>
<td>$25.50</td>
<td>$27.00</td>
</tr>
</tbody>
</table>

2 Hourly wage rates for workers employed on or after 1 July 2017

The hourly wage for a care and support worker who commences employment with an employer on or after 1 July 2017 is the applicable amount in the following table:

<table>
<thead>
<tr>
<th>Worker’s level of qualification</th>
<th>1 July 2017 to 30 June 2018</th>
<th>1 July 2018 to 30 June 2019</th>
<th>1 July 2019 to 30 June 2021</th>
<th>1 July 2021 to 30 June 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>No relevant qualification</td>
<td>$19.00</td>
<td>$19.80</td>
<td>$20.50</td>
<td>$21.50</td>
</tr>
<tr>
<td>Level 2 qualification</td>
<td>$20.00</td>
<td>$21.00</td>
<td>$21.50</td>
<td>$23.00</td>
</tr>
<tr>
<td>Level 3 qualification</td>
<td>$21.00</td>
<td>$22.50</td>
<td>$23.00</td>
<td>$25.00</td>
</tr>
<tr>
<td>Level 4 qualification</td>
<td>$23.50</td>
<td>$24.50</td>
<td>$25.50</td>
<td>$27.00</td>
</tr>
</tbody>
</table>
## Allowances

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Night Shift/Duty</td>
<td>$5.45</td>
<td>Per Full Duty</td>
</tr>
<tr>
<td>Uniform</td>
<td>90 cents</td>
<td>Per Day Worked</td>
</tr>
<tr>
<td>Weekend Allowance (Where an employee works between midnight on Friday evening and midnight on Sunday evening)</td>
<td>Nurses: $5.45, Caregivers: $3.27, Service Workers: $3.27</td>
<td>Per hour</td>
</tr>
<tr>
<td>Extra Responsibilities</td>
<td>Caregiver: 0.22c, Registered Nurse: 0.59c, Enrolled Nurse: 0.46c</td>
<td>Per Hour</td>
</tr>
<tr>
<td>Meal allowance</td>
<td>$7.35</td>
<td>per meal</td>
</tr>
<tr>
<td>Christmas Day</td>
<td></td>
<td>Additional 100% of base hourly rate (Double time)</td>
</tr>
</tbody>
</table>

Extra responsibilities allowance (replaces the extra responsibilities rate) and is payable only while the employee holds this responsibility/is, being:

- a. Trained H&S Rep
- b. Trained Continence Co-ordinator
- c. Manual Handling trainer
- d. Trained Harassment contact person
- e. Caregiver in charge (stand alone rest home) in the absence of a more senior person
- f. ACE Assessor
- g. Restraint minimization Co-ordinator
- h. Infection control Coordinator