

2019 – 2021

Gracedale Care Ltd

Collective Employment Agreement



Contents

Part One – Introduction	4
1. The Parties	4
2. Coverage	4
3. Variation of the Agreement	4
4. Probationary Period	4
5. Duties of the Parties	4
Part Two – Hours of Work	5
6. Hours of Employment	5
7. Allocation of Available Shifts.....	5
8. Penalty Payments Relating to Ordinary Hours.....	5
9. Overtime	6
10. Meal and Rest Breaks	6
11. Time Keeping	6
Part Three – Remuneration	6
12. Remuneration	6
13. Payslips	6
14. Deductions	7
15. Kiwisaver	7
Part Four – Leave	7
16. Leave.....	7
17. Annual Leave	8
18. Public Holidays	8
19. Taking of Alternative Holidays	9
20. Long Service Leave.....	9
21. Bereavement Leave/Tangihanga Leave.....	9
22. Parental Leave.....	10
23. Jury Service.....	10
24. Study Leave	10

25.	Sick Leave	10
26.	Family Violence Leave	11
Part four – General		11
27.	Classification of Employees	11
28.	Amenities for Employees.....	12
29.	Uniforms and Clothing.....	12
30.	Health and Safety.....	12
31.	Bullying and Harassment.....	13
32.	Termination.....	13
33.	Disciplinary Procedures	13
34.	Suspension	13
35.	Performance of Duties	14
36.	Redundancy.....	14
37.	Employee Protection Provision	15
Part Five – Union		15
38.	Union Access	15
39.	New Workers	15
40.	Union Fee Deductions	15
41.	Union Meetings.....	16
42.	Paid Education Leave.....	16
43.	Delegates.....	16
Part Six – Resolution of Employment Problems.....		17
44.	Procedure for Resolving Employment Relationship Problems and Personal Grievances.....	17
Part Seven – Execution		19
45.	Term of the Agreement.....	19
46.	Signatories to this Agreement.....	19
Appendix One – Definitions & Occupational Classifications.....		20
Appendix Two – Remuneration.....		21

Part One – Introduction

1. The Parties

The parties to this Collective Agreement (hereinafter called the “Agreement”) are:

Gracedale Care Limited (hereinafter called “the employer”)
and
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. This Agreement does not cover employee's in managerial, administration, maintenance or driving positions.

3. Variation of the 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 Etū and NZNO members who:

- 3.1 are present at meetings called by the unions for the purposes of voting on that variation; and/or
- 3.2 take part in a ballot held by the unions to endorse or reject that variation.

4. Probationary Period

The initial three months of employment shall be a probationary period. During this period, where the Employer determines the employee is not suited to the requirements of the work, the employee may be terminated with one weeks' notice or one week's pay in lieu of notice.

The criteria which the Employer may rely on to decide whether a new employee is suitable to retain their position with the employer shall be:

- 4.1 Regular work attendance
- 4.2 Adherence to the employer’s policies and procedures
- 4.3 Ability to satisfactorily perform the requirements of the role as per the position description.

Any new employee shall, within the thirteen weeks probation period, be advised of any shortfall in performance with respect to any of the criteria outlined herein. Should performance not improve a written warning shall be given as a final warning.

The employer shall provide suitable in-house induction and training.

5. Duties of the Parties

The employer will be a good employer in all aspects of employment by providing fair and proper treatment. Employees will:

- 5.1 be responsible for the diligent and faithful performance to the best of their ability, of the duties as set out in the position description, and any other duties assigned to them from time to time;

- 5.2 carry out and comply with all reasonable and lawful instructions given by the employer, or any other person(s) authorised by us to give such directions;
- 5.3 comply in all respects with all/any of our policies and procedures, which have been or may in the future be, established by the employer for the conduct of employees;
- 5.4 Present themselves at all times in a professional manner, acknowledging the requirement for excellence in relationships with all persons associated with our work.
- 5.5 Agree not to do anything whereby the goodwill and reputation of the employer may be detrimentally affected.

Part Two – Hours of Work

6. Hours of Employment

An employee's guaranteed hours of work will be set out in their letter of offer

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 nine consecutive hours, except in emergencies or with the agreement of the employee.

7. 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;

- 7.1 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 one week.
- 7.2 Employees may request a shift by placing their name next to the shift. More than one employee can request the same shift.
- 7.3 At the end of the notification period, available shifts will be allocated to employees using the following criteria:
 - 7.3.1 Current hours worked/scheduled against ordinary hours
 - 7.3.2 Shift pattern including the number of consecutive days worked and number of shifts
 - 7.3.3 Number of shifts requested by an employee
 - 7.3.4 The previous number of requested shifts approved and worked
 - 7.3.5 Skills mix of staff on duty

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

8. Penalty Payments Relating to Ordinary Hours

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

9. 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:

- 9.1 No more than 14 hours worked within a 24-hour span;
- 9.2 No more than six days worked in any one week; and
- 9.3 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.

Where an employee has been specifically requested to work a double shift by the employer, and they accept that shift, the employee will be paid at the rate of T1.5 for hours worked as part of the second shift.

10. Meal and Rest Breaks

The timing of the rest and meal breaks are to be mutually agreed between the parties where possible while allowing for work to proceed with minimum interruption. The Employer shall provide tea, coffee, milk and sugar for breaks. Employees are entitled to breaks in accordance with the below table.

Time Period	Break
Up to 4 hours	one 10-minute paid rest break
Up to 6 hours	one 10-minute paid rest break; and one 30-minute unpaid meal break
Up to 10 hours	two 10-minute paid rest breaks; and one 30-minute unpaid meal break
Up to 12 hours	three 10-minute paid rest breaks; and one 30-minute unpaid meal break
Up to 14 hours	two 10-minute paid rest breaks; and two 30-minute unpaid meal break

11. Time Keeping

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.

Part Three – Remuneration

12. Remuneration

Remuneration will be paid in accordance with Schedule One.

Remuneration will be paid fortnightly by direct credit to an employee's nominated bank account in the week immediately following the end of the fortnightly pay period.

13. Payslips

Employees will be provided with wages slips detailing the calculations of their earnings and of 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 the 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.

14. Deductions

Following consultation, the employee may make rateable deductions from an employee's remuneration for:

- 14.1 those authorised by an employee
- 14.2 those provided for under another Act
- 14.3 those ordered by the Courts
- 14.4 time lost due to employment default, sickness, accident (where no special leave has been approved), absence at employees request
- 14.5 overpayments, where deductions arising from such circumstances and occurring in one pay period may be made from subsequent pay periods
- 14.6 wages or other monies paid in advance
- 14.7 unreturned goods, company-issued clothing, equipment, tools, stock or other legitimate debt owed by an employee to the employer

In the event of termination of employment, employees agree that deductions from their final pay may be made for any of those specified above.

15. 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.

Part Four – Leave

16. Leave

The leave provisions provided for in this agreement are exclusively for permanent employees and fixed-term employees who are engaged for six months or longer. All other employees will have their leave provided for in accordance with Holidays Act 2003

17. Annual Leave

After the end of each completed 12 months' current continuous employment with employees are entitled to 4 weeks' annual holidays. Employees are entitled to take up to 2 weeks annual holiday one uninterrupted period.

Annual holidays are to be taken in the year of entitlement at a time or times to be mutually agreed. Where an agreement can't be reached, the employer may require the employee to take a specified period of holidays, giving not less than 14 days' notice.

Any outstanding annual holidays shall only accrue from one year to the next with the employers' permission.

18. Public Holidays

Because of the nature of our business, the Employee may be required to work on public holidays at various times.

Eleven public holidays shall be allowed, provided they fall on a day that would otherwise have been a working day for the Employee. Recognised public holidays are:

- | | | |
|------------------|-----------------|----------------------|
| - Christmas Day | - Waitangi Day | - Queen's Birthday |
| - Boxing Day | - Good Friday | - Labour Day |
| - New Year's Day | - Easter Monday | - Anniversary of the |
| - 2nd January | - ANZAC Day | province |

Where the Employee is required to work on a public holiday that would otherwise be a working day for the Employee, they shall be paid at 1.5 of their base rate. They shall also receive an alternative holiday; refer to Taking of Alternative Holidays clause of this agreement.

Where the Employee is not required to work on a public holiday and the day would otherwise be a working day for the Employee, they shall be paid their relevant daily pay for that day.

If Waitangi Day and/or ANZAC Day falls on a Saturday or a Sunday, and the day would otherwise be a working day for the Employee, the public holiday will be treated as falling on that day. However, if the day falls on a Saturday or a Sunday, and the day would not otherwise be a working day for the Employee, the public holiday will be treated as falling on the following Monday.

The Employee should note that where they are required or has agreed to work on a public holiday but does not work on the day because they:

- 18.1 become or remain sick or injured; or
- 18.2 has a spouse or dependent who becomes or remains sick or injured; or
- 18.3 suffers a bereavement,

They will not be entitled to time and a half payment, nor an alternative holiday. The day will still be considered a public holiday, and the Employee's entitlement to sick leave will not be affected.

Public holidays shall be observed on the day in which they fall, being midnight to midnight, except for when a shift spans midnight. Where a shift spans midnight, the public holiday will be observed in the 24-hour period commencing the midday immediately before.

19. Taking of Alternative Holidays

Where an employee works on a public holiday, an alternative holiday may be taken on a day that would otherwise be a working day for the Employee, but not on a public holiday. The day chosen must be by mutual agreement between the parties. If the Employee and the Employer cannot agree when the alternative holiday is to be taken, it must be taken on a date determined, on a reasonable basis, by the Employer. The Employer will give at least 14 days' notice of the requirement to take the alternative holiday.

20. Long Service Leave

An employee shall be entitled to special holidays as follows:

20.1 One special holiday of one week after the completion of 10 years and before the completion of 20 years of current continuous service.

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

20.3 One special holiday of three 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.

Employees who were employed by Gracedale Care Limited and who were members of either E tū or New Zealand Nurses Organisation as of 31 July 2019 shall be entitled to special holidays as follows:

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

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

20.6 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.

21. Bereavement Leave/Tangihanga Leave

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.

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 of 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.

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.

22. Parental Leave

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

23. 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:

23.1 The employee produces the Court expenses voucher to Gracedale Care Ltd.

23.2 The employee returns to work immediately on any day she/he is not actually serving on a jury.

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

24. 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 of paid study leave for postgraduate studies upon application to the Manager. Such entitlement does not apply to any training/conference or portfolio study

25. Sick Leave

The Holidays Act 2003 and its amendments apply. Accordingly, after the employee has completed six months' current continuous employment with the employer, the employee is entitled to 5 days sick leave for each subsequent 12-month period in accordance with the Act and this clause. Sick leave that has not been taken by the end of the period to which it relates may be carried over up to a maximum of 40 days.

The employee may take sick leave if the employee is sick or injured, or the employee's spouse is sick or injured, or a person who depends on the employee for care is sick or injured.

If the employee intends to take sick leave, the employee must notify the employer of that intention as early as possible before the employee is due to start work on the day that is intended to be taken as sick leave or, if that is not practicable, as early as possible after that time.

The employee shall be entitled to be paid an amount that is equivalent to the employee's relevant daily pay for each day of sick leave taken by the employee that would otherwise be a working day for the employee.

The employer may require the employee to produce proof of sickness or injury for sick leave if the sickness or injury that gave rise to the leave is for a period of 3 or more consecutive calendar days, whether or not the days would otherwise be working days for the employee.

The employer may also require a medical certificate for any absence of fewer than three days if there is a reasonable suspicion that this entitlement is being misused. The employer must notify the employee as soon as possible if this requirement is to be invoked and must reimburse the employee the reasonable cost of obtaining the certification.

Gracedale Care Limited may, at its discretion, approve up to 5 days additional leave on pay in any one year.

The criteria to be applied in the granting of such additional leave shall be:

- 25.1 approval to be given by a senior representative of management;
- 25.2 will apply if an employee is sent home ill;
- 25.3 will apply if a doctor's certificate verifies the illness;
- 25.4 in all other approved cases.

Favourable consideration will be given to discretionary leave for up to 2 days, where:

- 25.5 Management has announced an outbreak of a notifiable disease that requires anyone who has contracted the disease to be isolated until well; and
- 25.6 The Employee was well before the outbreak was announced; and
- 25.7 The employee provides a medical certificate confirming they have contracted the disease.

It is important to note that paid discretionary sick leave remains at the discretion of the employer and will be considered on a case by case basis.

26. Family Violence Leave

In the event that an employee is affected by family violence, the employee or a representative of the employee may make a written request to temporarily change their working arrangements for a period of up to two months, for the purposes of dealing with the effects of family violence.

The employer agrees that any written request for changes to the employees working arrangements will be considered as soon as possible, and the employee will be notified of the outcome within ten days from the date of the request being made.

The employer may request proof of family violence, provided such a request is made as soon as possible and within three days of receiving the written request from the employee. The employee must provide the requested proof within ten days of their initial written request for flexible working arrangements.

After six months of current continuous employment, an employee is entitled to up to 10 days of family violence leave per annum. An employee is entitled to family violence leave in the event that an employee is affected by family violence and requires leave to deal with the effects of family violence. The Employee shall be paid at their relevant daily rate of pay for family violence leave, or if it is not practical to use relevant daily pay, then average daily pay will apply.

The Employer may request proof of family violence prior to paying family violence leave.

This clause will be administered in accordance with the Holidays Act 2003 and the Employment Relations Act 2000.

Part four – General

27. Classification of Employees

Permanent	Employees employed on a permanent basis
Fixed Term	Employees employed for a defined period of time for a specified reason

Casual Employees are those who are employed on an as and when required basis. There is no obligation on the part of the employee to accept the hours offered, and no obligation on the part of the employer to offer ongoing employment.

28. 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.

29. 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.

30. 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.

To facilitate these objectives, Gracedale will:

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

To facilitate these objectives, employees will:

- 30.6 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;
- 30.7 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.
- 30.8 Raise any concerns regarding workload or work environment with management, and monitor your overall work hours, ensuring you take appropriate breaks and schedule leave in order to maintain overall wellbeing.

31. Bullying and Harassment

The parties acknowledge that bullying or harassment in the workplace is totally unacceptable. Employees will comply with the Employer's Bullying and Harassment Policy and all other relevant policies or instructions.

32. Termination

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.

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.

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

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.

Upon termination of employment Gracedale Care Ltd, on request, shall provide the employee with a certificate of service stating dates and the duties of the employment.

33. Disciplinary Procedures

The employer shall act fairly, promptly and consistently in all disciplinary proceedings.

Except where a serious breach, serious misconduct or non-performance occurs, the employer will counsel and warn the employee regarding any action or non-action, which might place their continued employment in jeopardy. Employees are entitled to have a representative or support person of their choosing in attendance at disciplinary meetings.

Except during the probation period, specifically, prior to termination, we will:

- 33.1 In the first instance, issue a first written warning;
- 33.2 In the second instance, issue a final written warning;
- 33.3 In the third instance, dismiss the employee.

However, nothing in this clause will prevent the employer from choosing to forgo any of these steps, depending on the seriousness of any misconduct. Further, the giving of a warning is not limited to the repetition of the same offence.

34. Suspension

Where alleged serious misconduct is involved, the Employer may suspend you on pay, for a reasonable period, while the Employer conducts an investigation into the matter. The ability to suspend shall not be invoked unless the Employee has first been given an opportunity (which may be brief) to make any submissions on the appropriateness of suspension.

In the event that the suspension period lasts more than two weeks due to reasons outside our control (i.e. a Police investigation), the suspension may continue without pay.

Under extreme circumstances, it may become necessary for the Employer to suspend employment without pay.

35. Performance of Duties

The Employee's employment may be terminated by the Employer giving such notice as is appropriate in the circumstances, should it be determined that the Employee is unable to continue the proper performance of their duties through:

- 35.1 Medical incapacity for a period of three months with no medically apparent improvement, through sickness or injury, or should a medical practitioner (appointed by the Employer in consultation with the Employee) determine that the Employee is so disabled or incapacitated or of unsound mind; or
- 35.2 Some other prohibiting edict or order by the Courts, New Zealand Transport Authority (NZTA) or other Authority.

Prior to the Employer taking any termination action due to incapacity for medical reasons, the Employer will take account of any resulting report or advice from its own and/or the Employee's medical practitioner. The Employee may, therefore, be required to undergo a medical examination by a registered medical practitioner nominated and paid for by the Employer, with a follow-up report on the Employee's fitness for duties. The Employee's consent will be obtained where this occurs.

Before the Employer takes any termination action due to some prohibiting edict or order, they will consult with the Employee and consider any submissions by the Employee. The Employer will also consider the length of time the employee is unable to perform their duties, the ability of the Employer to cover the duties utilising other employees, and the availability of alternative

36. Redundancy

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.

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 has been confirmed as redundant reasonable paid time off during the notice period will be provided for the purpose of attending job interviews.

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.

Every endeavour shall be made to enable mutually agreed redeployment.

37. Employee Protection Provision

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:

- 37.1 Meet with the unions to discuss the proposal and timeframes for the process.
- 37.2 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.
- 37.3 Negotiate with the potential new employer regarding:
 - 37.3.1 whether or not it proposes to offer employment to the employee; and
 - 37.3.2 if so, the terms and conditions on which it proposes to offer employment to the employee.
- 37.4 In the event that 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.

Part Five – Union

38. Union Access

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

39. New Workers

Any employee whose work comes within the coverage clause and who becomes a member of E tu or NZNO will become bound by the terms and conditions contained in this agreement.

Where the new employee is not a member of the Union, the employer will inform the employee that:

- 39.1 this agreement exists and covers their work;
- 39.2 that they may join the union;
- 39.3 how to contact the union including who the union delegates are;
- 39.4 if the employee joins the Union, the employee will be bound by the collective agreement;
- 39.5 where to access a copy of this agreement

40. 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.

41. 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:

- 41.1 the union must give the Employer at least 14 days notice of the date and time of a union meeting;
- 41.2 normal work will resume as soon as practicable at the conclusion of the meetings;
- 41.3 Only those union members attending the meetings during their ordinary hours of duty will be entitled to payment.
- 41.4 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;
- 41.5 the union must supply to the employer a list of members who attended the union meeting and advise the duration of the meetings.

42. 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 as provided for in the Employment Relations Act 2000.

An eligible employer who normally works 32 hours or more equals 1 FTE. An eligible employee who normally works less than 32 hours per week is equal to 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 parties to this agreement shall notify the employer of the maximum no. of EREL days and the details of the calculation.

43. Delegates

The role of the union delegate is to:

- 43.1 provide members with union information;
- 43.2 provide employees with information about the benefits of union membership;
- 43.3 participate in union meetings (including delegate meetings) with prior Gracedale approval;
- 43.4 participate in the life and activities of the wider union (i.e. celebrations, AGMM's and conferences) in their own personal time; and
- 43.5 to represent union members in individual and collective employment matters.

Union delegates may be elected by employees who are members of the union, in 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 (egg 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.

Part Six – Resolution of Employment Problems

44. Procedure for Resolving Employment Relationship Problems and Personal Grievances

44.1 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 first to raise the matter with the employer. We will do everything we can to resolve it as soon as possible after the event.

44.2 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.

Part Seven – Execution

45. Term of the Agreement

This Agreement shall take effect from 1 August 2019 – 31 July 2021.

46. Signatories to this Agreement



Dayna Townsend
E tū Advocate

10 September 2019

Date



Fuao Seve
New Zealand Nurses Organisation Advocate

10 Sept 2019.

Date



Hayden Martelli
Gracedale Care Ltd Advocate

10 Sep 19

Date

Appendix One – Definitions & Occupational Classifications

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.

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 practising 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 practising 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 Two – Remuneration

Rates effective from 1 August 2019

Service Workers	<i>Start Rate</i>	<i>+ 1yr Service</i>	<i>+2yrs Service</i>	<i>+3yrs Service</i>
Level 1: < 1yr relevant experience	\$ 17.70	\$ 17.70	\$ 17.70	\$ 17.94
1-2yrs relevant experience >	\$ 17.70	\$ 17.70	\$ 17.94	-
2yrs relevant experience	\$ 17.70	\$ 17.94	-	-
Level 2: recognized work-related qualification	-	\$ 18.45	-	-

Registered Nurse	<i>Start Rate</i>	<i>One Year</i>	<i>Two Year</i>	<i>One Year</i>
Level 1 - (New Grad)	\$ 29.07	\$ 30.22	\$ 31.37	\$ 32.80
Level 2 - (Experienced)	\$ 32.80	-	-	-
Level 3 - (Relevant Post Grad Qual)	\$ 34.34	-	-	-

Enrolled Nurse	<i>Start Rate</i>	<i>One Year</i>	<i>Two Year</i>	<i>One Year</i>
Level 1 - (No relevant experience)	\$ 21.44	\$ 22.27	\$ 23.11	\$ 23.97
Level 2 - (Prev relevant experience)	\$ 21.60	-	-	-

Rates effective from 1 August 2020

Service Workers	<i>Start Rate</i>	<i>+ 1yr Service</i>	<i>+2yrs Service</i>	<i>+3yrs Service</i>
Level 1: < 1yr relevant experience	\$ 17.70	\$ 17.70	\$ 17.86	\$ 18.39
1-2yrs relevant experience >	\$ 17.70	\$ 17.70	\$ 18.39	-
2yrs relevant experience	\$ 17.86	\$ 18.39	-	-
Level 2: recognized work-related qualification	-	\$ 18.91	-	-

Registered Nurse	<i>Start Rate</i>	<i>One Year</i>	<i>Two Year</i>	<i>One Year</i>
Level 1 - (New Grad)	\$ 29.80	\$ 30.97	\$ 32.15	\$ 33.62
Level 2 - (Experienced)	\$ 33.62	-	-	-
Level 3 - (Relevant Post Grad Qual)	\$ 35.20	-	-	-

Enrolled Nurse	<i>Start Rate</i>	<i>One Year</i>	<i>Two Year</i>	<i>One Year</i>
Level 1 - (No relevant experience)	\$ 21.98	\$ 22.83	\$ 23.69	\$ 24.57
Level 2 - (Prev relevant experience)	\$ 22.14	-	-	-

Care and Support Workers Rates

Health Care Assistants will progress through the pay bands on the basis of obtaining qualifications recognised by NZQA or equivalent:

1. The qualification must be a Level, 2, 3 or 4 New Zealand Certificate in Health and Wellbeing from an NZQA-accredited provider;
2. Employees have a responsibility to notify employers when they have gained a qualification; and
3. New pay rates should apply from the later of the date the employee notifies the employer or the date on the qualification certificate, that is when the qualification was achieved.

The following rates will apply for **Health Care Assistants**:

<i>Qualification</i>	<i>Pay Band</i>	<i>1 July 2019</i>	<i>1 July 2021</i>
<i>Level 0*</i>	<i>L0</i>	<i>\$20.50</i>	<i>\$21.50</i>
<i>Level 2*</i>	<i>L2</i>	<i>\$21.50</i>	<i>\$23.00</i>
<i>Level 3*</i>	<i>L3</i>	<i>\$23.00</i>	<i>\$25.00</i>
<i>Level 4*</i>	<i>L4b</i>	<i>\$25.50</i>	<i>\$27.00</i>

Allowances

Night Shift/Duty: \$5.45 per full duty

Uniform: \$0.90 per day worked

Meal Allowance: \$7.35 per meal

Christmas Day: Double time on the base hourly rate

Weekend Allowance
Nurses: \$5.45 per hour
Caregivers: \$3.27 per hour
Service Workers: \$3.27 per hour

Extra Responsibilities*
Registered Nurse: \$0.59
Enrolled Nurse:
Caregiver:

* Payable only while the employee holds this responsibility/is being:

1. Trained Health and Safety Co-ordinator
2. Manual Handling Trainer
3. Trained Harassment Contact Person
4. Caregiver in charge (standalone rest home) in the absence of a more senior person)
5. ACE assessor
6. Restraint Minimisation Co-ordinator
7. Infection Control Coordinator