

**COLLECTIVE EMPLOYMENT AGREEMENT RESIDENTIAL AGEDCARE
SERVICES**

**HERITAGE LIFECARE LIMITED HODGSON HOUSE & CARTER
HOUSE**

A N D

**NEW ZEALAND NURSES UNION AND
ETU**

01 July 2017 - 30 June 2019

Contents

PART 1 - INTRODUCTION	4
1. PARTIES.....	4
2. COVERAGE CLAUSE.....	4
3. NEW EMPLOYEES.....	4
4. VARIATIONS.....	5
PART II - HOURS OF EMPLOYMENT.....	5
5. HOURS OF EMPLOYMENT.....	5
6. SHIFTS and ROSTERS	5
7. MEAL AND REFRESHMENT BREAKS.....	6
8. OVERTIME.....	6
PART III - CLASSIFICATION OF EMPLOYEES	6
9. FULL-TIME EMPLOYEES.....	6
10. PART-TIME EMPLOYEES	6
11. FIXED TERM EMPLOYEES	7
12. CASUAL EMPLOYEES	7
13. DEFINITIONS.....	7
PART IV - WAGES.....	8
14. WAGES.....	8
15. PERFORMANCE REVIEW AND PLANNING	8
16. RATES OF WAGES AND ALLOWANCES.....	9
17. PRACTICING CERTIFICATE:	9
PART V - UNIFORM/ PROTECTIVE CLOTHING.....	9
18. UNIFORMS.....	9
19. FACILITIES	9
PART VI- LEAVE	9
20. PUBLIC HOLIDAYS	9
21. ANNUAL LEAVE	10
22. LONG SERVICE LEAVE	10
23. SICK/ DOMESTIC LEAVE.....	11
24. BEREAVEMENT LEAVE/TANGIHANGA LEAVE	11
25. PARENTAL LEAVE.....	11
26. JURY SERVICE	12
27. PROFESSIONAL DEVELOPMENT	12
PART VII - DISCIPLINARY PROCEDURES.....	12
28. WARNING PROCEDURE FOR MISCONDUCT (INCLUDING INCOMPETENCE)	12
29. SERIOUS MISCONDUCT.....	13
PART VIII - TERMS OF EMPLOYMENT	13
30. TERMINATION OF EMPLOYMENT	13
31. ABANDONMENT OF EMPLOYMENT	14
32. CONSULTATION.....	14
33. REDUNDANCY.....	14
34. WORK ALLOCATION.....	15
35. PROTECTING THE EMPLOYEE IN THE EVENT OF CONTRACTING OUT, SALE OR TRANSFER OF BUSINESS.....	15

PART X UNION RIGHTS	15
36. UNION BUSINESS	15
37. UNION MEETINGS.....	16
38. UNION ACCESS	16
39. UNION FEE DEDUCTIONS.....	16
40. PAID EDUCATION LEAVE	16
PART XI - PERSONAL GRIEVANCE AND DISPUTES.....	17
41. PERSONAL GRIEVANCES/ DISPUTE PROCEDURES.....	17
42. SEXUAL HARASSMENT.....	18
43. HEALTH AND SAFETY	18
44. ACCIDENT COMPENSATION COMMISSION (ACC)	19
45. CONFIDENTIALITY	19
PART XII - TERMS AND CONDITIONS OF AGREEMENT	20
46. STATEMENT OF INTENT	20
47. SAVINGS	20
48. TERM	20
49. EQUAL PAY AND CARING COUNTS REPORT	20
50. SIGNATORIES	21
SCHEDULE A— Wages and Allowances	22

PART 1 - INTRODUCTION

1. PARTIES

This collective agreement shall bind and be enforceable by:

(a) Heritage Lifecare Limited trading as Hodgson House and Heritage Lifecare Limited trading as Carter House (referred to as 'the Employer').

(b) Etu - "the Union"

(c) New Zealand Nurses Organisation - "the Union"

2. COVERAGE CLAUSE

This collective employment agreement is made pursuant to the Employment Relations Act 2000 and covers employees employed by Heritage Lifecare Limited at the following sites: Hodgson House, Carter House, who are members of the union and work on site performing the duties of the following positions: Caregivers, Enrolled Nurses, Registered **Nurses**, Gardener/handyman, Cooks, Kitchen Assistants, Activities Co Coordinators, Activities Assistants, Clerical, Laundry Aids, Cleaners, Diversional Therapists and Domestic

3. NEW EMPLOYEES

- (a) Any employee whose work comes within the coverage clause and who becomes a member of the Union will become bound by the terms and conditions contained in this Agreement.
- (b) All new employees employed after the date of signing of this Agreement, whose work comes within the coverage clause, will for the first 30 days of their employment, be employed on the terms and conditions in this Agreement and any other term where authorised by the Employment Relation Act which are not inconsistent with this Agreement.
- (c) Where the new employee is not a member of the Union, the employer will inform the employee that:
 - (i) this agreement exists and covers their work;
 - (ii) they may join the Union
 - (iii) how to contact the Union;
 - (iv) if the employee joins the Union, the employee will be bound by this collective agreement;
- (d) The employer will give the employee a copy of this collective agreement.
- (e) The parties agree that where any employee is engaged in work within the areas covered by this agreement by the employer and there is no classification/ rate provided in this agreement for the work, the parties shall negotiate and the agreement shall be varied so as to incorporate an appropriate classification/ rate.
- (1) The employer agrees that union delegates have a role to play in the orientation of new staff and therefore will ensure that the union delegates are notified when new staff are appointed and are given the opportunity to meet with new staff to advise them about the unions in the workplace and the facts of the Collective Agreement.

4. **VARIATIONS**

Any of the provisions prescribed in this agreement may be varied by agreement between the parties to the agreement. Such agreement shall be in writing and signed by the parties.

PART II - HOURS OF EMPLOYMENT

5. **HOURS OF EMPLOYMENT**

- (a) The ordinary hours of employment shall not exceed 80 per fortnight or eight per day, to be worked on up to 10 days per fortnight.
- (b) An employee shall not be required to recommence work until after an interval of at least nine hours between work periods.
 - (i) An employee shall be entitled to a minimum of two hours payment for each shift. Provided that this subclause shall not apply to overtime worked.
 - (ii) An employee in attendance at a compulsory meeting called by the Manager shall be paid at the employee's ordinary time only. A minimum of a one hour time interval will apply, thereafter part hours shall apply. Attendance at authorised meetings shall not incur payment for overtime, or any other allowances.

6. **SHIFTS and ROSTERS**

(a) Shifts

- (i) Except to cover absences at short notice, or at the written request of the employee, no broken shifts shall be worked.
- (ii) Hours worked on broken shifts shall be worked within a span of 12 hours inclusive of refreshment and meal breaks
- (iii) Employees working a broken shift shall be entitled to a broken shift allowance as specified in Clause 16(b) except where the broken shift is worked at the specific written request of the employee
- (iv) Where practicable changes of shifts will involve prior consultation between management and the employee.
- (v) Where an employee returns to work after a period of leave they will return to their previous shift unless otherwise altered by mutual agreement and consultation.

(b) Night Shift

- (i) If an employee's whole shift falls between the hours of 9.00 pm and 8.00 am, they shall be entitled to a night shift allowance as specified in Clause 16(b).
- (ii) Notwithstanding the provisions of paragraph (a) above, the ordinary hours when working a night shift shall not exceed eight hours per shift without the payment of overtime which shall be inclusive of a paid half hour meal interval.

(c) Roster

- (i) The commencing and finishing times, the number of hours to be worked per day and the days of the week on which work is to be performed shall be as specified by the employer in a roster notified to the employees three weeks in advance of the commencement. The employer has the right to alter rosters after consultation with the workers concerned, such consultation shall take into consideration the operational requirements of the organisation and the worker's personal circumstances and needs.
- (ii) The roster shall not be changed during the three week roster period without the agreement of the employee concerned

- (iii) Each employee shall be granted two consecutive days off in each fortnight unless arranged by prior mutual agreement and only in exceptional circumstances.

7. MEAL AND REFRESHMENT BREAKS

- (a) A refreshment break of ten minutes shall be allowed within each three hour continuous work period without deduction from pay.
- (b) An employee shall not be required to work continuously for more than five hours without a meal break (for employees working the morning and afternoon shifts) of at least half an hour, but in no case greater than an hour. Those working a full nightshift whom are not able to leave the premises due to company expectations will be entitled to a paid meal break.
- (c) The times that refreshment and meal intervals are taken shall be determined by the employer and shall be allowed at times which enable work to proceed with minimum interruption and therefore maybe varied as to timing or staggered amongst employees as the manager may direct.
- (d) Where the manager determines that the employee cannot be released for a meal break they shall be entitled to consume a meal during duty hours without deduction from pay but shall remain responsible for matters requiring attention.
- (e) An employee required to work overtime in excess of one hour immediately following an eight hour continuous work period shall be entitled to the meal allowance specified in Clause 16(d) or a meal shall be provided by the employer.

8. OVERTIME

- (a) Time worked in excess of the ordinary hours and days specified in subclause S(a) shall be paid at the rate of time and a half for the first three hours and double time thereafter.
- (b) Subclause (a) of this clause shall not apply to overtime hours which are worked as a result of an arrangement made between individual employees. NOTE: All interchange of duties shall be subject to approval of management.
- (c) An employee may, when requested by the Manager, agree to work additional hours or shift s which fall within the 80 hours per fortnight and 8 hours per day. These additional hours will not attract overtime payment.
- (d) Overtime shall be calculated on a daily basis.

PART III - CLASSIFICATION OF EMPLOYEES

9. FULL-TIME EMPLOYEES

Employees who are permanently engaged to work 32 hours to 40 hours in each week.

10. PART-TIME EMPLOYEES

- (a) Employees who are permanently engaged to work less than 32 hours in each week.
- (b) Part-time employees shall be entitled to receive pro-rata at the appropriate wage rate and sick leave entitlements provided for in this agreement.

11. FIXED TERM EMPLOYEES

Employees engaged to cover longer term absences for parental leave, long term sick, long term leave or for the duration of a set project.

12. CASUAL EMPLOYEES

Any employee who is engaged on an as required basis to meet operational needs, being:

- (a) to relieve full-time or part-time employees during absences on leave and training,
- (b) to temporarily supplement full-time or part-time employees during peak periods of demand,
- (c) during emergencies.
- (d) when full-time or part-time staff are not available within ordinary hours, for no less than two hours per day and shall become a party to this agreement if the employee so agrees
- (e) an employee who has no permanent hours or days of work and is employed to relieve for not less than two hours per day and shall become a party to this agreement if the employee so agrees.

Casual employees receive holiday pay of 8% at the end of each engagement.

13. DEFINITIONS

"Week" shall mean the seven days computed from midnight to midnight covered by the pay week.

"Night Shift" means a duty or shift commencing at or after 11.00 pm and concluding at or before 7.00 am on the following day.

"Weekend Shift" means either day shift 7.00am and 3.00pm or afternoon shift 3.00pm to 11.00pm worked during the weekend. This does not include night shifts worked on the weekend.

"Facility Senior in Charge" means an employee temporarily or permanently designated as such in the absence of the Manager on duty in a Facility,

"On Call" means a period when the employee is required to remain available to attend work during otherwise off-duty times. This may also apply to a person responsible for the Facility in the absence of the Manager or Deputy Manager.

"A Shift" is a period of work on duty undertaken within a specified time as set out in the roster.

"A Roster" is a detailed plan; published 3 weeks in advance, showing the names of the employees and the shift(s) they have been assigned to.

"Registered Nurse" means a Registered Nurse who also holds a current Practising Certificate issued by Nursing Council of New Zealand (NCNZ) and is specifically appointed with particular duties allocated by the manager and/or Deputy Manager.

"Enrolled Nurse" means a person who is registered as an Enrolled Nurse in New Zealand and who also holds a current annual practicing certificate issued by the Nursing Council of New Zealand (NCNZ).

"Cook" shall mean an employee wholly or substantially engaged in the preparation and cooking of meals.

"Senior Cook" shall refer to a person responsible for the purchase of provisions, relief cooking and supervision of kitchen staff.

"Support Worker" shall refer to an employee wholly or substantially engaged in general cleaning and domestic duties, personal laundry and sewing work, kitchen duties with limited or little cooking responsibility, porter/orderly duties, routine maintenance and other support duties.

"Care Giver" shall refer to an employee wholly or substantially engaged in assisting older persons' resident's or patients in their activities of daily living, and such other attendant duties as required including aiding nurses in medical/nursing aspects of care.

"Activities Person" shall refer to an employee wholly or substantially engaged in coordinating therapeutic activity programmes.

"Diversional Therapist" shall refer to an employee who holds a recognized Diversional Therapist qualification and manages the therapeutic activity programmes.

"Clerical Support" shall refer to a person who wholly and substantially is engaged in delivering secretarial and administration services and support

"Gardener/Handyman" shall refer to a person wholly or partially engaged in garden activities and minor maintenance around the Home.

"Weekend Bonus" A permanent employee who has worked all their allocated fortnightly rostered shifts and agrees to work an additional weekend shift will qualify for the weekend bonus.

PART IV - WAGES

14. WAGES

- (a) All wages shall be paid within office hours, fortnightly, by direct credit to the employee's bank account, not later than four working days after the end of the pay period
- (b) Employees will be provided with the choice of either an electronic or a paper based wages slip which details the calculation of their earnings and deductions made
- (c) Deductions may be made from the employee's wages for time lost due to sickness, accident, the employee's default, leave without pay, which has been agreed to between the employer and employee or for an incorrect overpayment. Overpayments shall be deducted from an employee's wages in amounts to be mutually agreed taking into account the financial position of the employee.

15. PERFORMANCE REVIEW AND PLANNING

- (a) All employees, will take part in the established annual performance review and planning programme, which will enable progress to the next available step on the scale if satisfactory.
- (b) Progress beyond the merit step bar will be at the discretion of the Manager. Factors that are considered by the Manager are; work performance, experience, length of service, training and skill development, and qualifications gained by examination.

16. **RATES OF WAGES AND ALLOWANCES**

Refer to Schedule A

17. **PRACTICING CERTIFICATE:**

The employer will reimburse the cost of the Enrolled and Registered Nurses practicing certificate on the presentation of the receipt of payment.

PART V - UNIFORM/ PROTECTIVE CLOTHING

18. **UNIFORMS**

- (a) The employee will be required to wear a uniform.
- (b) Employees working 24 hours or more per week shall be supplied with two uniform tops. Employees working less than 24 hours per week shall be supplied with one uniform top. These will be replaced on the basis of 'fair wear and tear'.
- (c) Employees will supply their own trousers/skirts in line with ACW dress code Policy. Employees will be entitled to an annual reimbursement of up to \$40 per pair of trousers or a skirt on receipt of receipt; up to two pairs of trousers or two skirts for employees working more than 24 hours per week and up to one pair of trousers or a skirt for employees working less than 24 hours per week.
- (d) The uniform tops or any other company issued uniform will remain the property of the employer, and must be returned on the termination of employment. Failure to return the uniform will result in a deduction from the employee's final pay. This deduction will be based on the pro rata uniform cost over a 12 month period.
- (e) The uniform must be worn in accordance with the dress code policy and all employees shall wear appropriate footwear, having regard to safety matters.
- (f) The uniform provided by the employer is only to be used by the employee during work duties.

19. **FACILITIES**

- (a) The employer shall provide a secure cupboard for safekeeping of the employee's personal belongings while the employee is on duty.
- (b) The employer shall provide tea, milo, coffee, milk and sugar for the provision of morning and afternoon tea in an appropriate staff room.
- (c) Where staff desire to have a meal provided by the employer the cost shall be set at no more than \$10 per meal.

PART VI- LEAVE

20. **PUBLIC HOLIDAYS**

The following holidays shall be allowed in accordance with the Holidays Act 2003 and its Amendments provided that the public holiday falls on a day which, but for it being a public holiday, would otherwise be a working day for the employee:

- New Year's Day
- The Day After New Year's Day
- Waitangi Day
- Good Friday
- Easter Monday

- ANZAC Day
- Sovereign's Birthday
- Regions Anniversary Day
- Labour Day
- Christmas Day, Boxing day
- if Christmas Day, Boxing
- Day, New Years Day, the
- day after New Years day,
- Waitangi Day or Anzac
- Day:

- (a) falls on a Saturday or a Sunday and the day would otherwise be a working day for the employee, the public holiday must be treated as falling on that day;
- (b) falls on a Saturday or a Sunday and the day would not otherwise be a working day for the employee, the public holiday must be treated as falling on the following Monday (or Tuesday if Christmas Day, Boxing Day, New Year's Day or the day after New Year's Day fall on a Sunday).

If an employee is asked to work and works on any part of a public holiday, the employer shall pay that employee the greater of:

- a) the portion of the employee's relevant daily pay or average daily pay (less any penal rates) that relates to the time actually worked on the day plus half that amount again or
- b) the portion of the employee's relevant daily pay that relates to the time actually worked on the day. An employee

is entitled to another day's holiday (alternative holiday) instead of a public holiday if:

- a) the public holiday falls on a day that would otherwise be a working day for the employee; and
- b) the employee when asked to work actually works on any part of that day
- c) the entitlement to an alternative holiday remains in force until it is taken by the employee or paid for in accordance with s 60(2) of the Holidays Act 2003.
- d) Notwithstanding subclause (b) above the employee may give notice in writing, not less than 21 days before the day on which the holiday falls, of their unavailability to work on that day.

21. ANNUAL LEAVE

- (a) An annual holiday of 4 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 is provided for the Holidays Act 2003 and its amendments.
Annual holidays shall be allowed at a time that has regard for the employee's need for a rest and recreation but necessarily is suitable to work requirements of 'the Employer'.

22. LONG SERVICE LEAVE

- (a) An employee shall be entitled to special holidays as follows:
 - (i) One special holiday of one week after the completion of 5 years and before the completion of 10 years of current continuous service with the employer.
 - (ii) One special holiday of two weeks after the completion of 10 years and before the completion of 20 years of current continuous service with the employer.
 - (iii) One special holiday of three weeks after the completion of 20 years and before the completion of 30 years of current continuous service with the employer.
 - (iv) One special holiday of five weeks after the completion of 30 years current continuous service with the employer.
- (b) All special holidays provided for in subclause (a) of this clause shall be on ordinary pay as defined

by the Holidays Act 2003 and may be taken in one or more periods and at such time or times as may be agreed by the employer and the employee.

- (c) If the employee, having become entitled to a special holiday leaves their employment before such holiday has been taken, they be paid in lieu thereof.

23. SICK/ DOMESTIC LEAVE

- (a) On completion of six months continuous service with the employer, the employee shall be entitled to five days sick/domestic leave on the employee's relevant daily rate of pay and a further 5 days on the completion of 12 months service, and 10 days for each subsequent year thereafter of current continuous service.
- (b) An employee may take sick leave 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 for care is sick or injured.
- (c) The employer may require the employee to produce proof of sickness or injury 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.
- (d) Sick/Domestic leave may accumulate up to 40 days by carrying forward from one year to another 35 days unused sick leave.
- (e) The employer may require an additional medical certificate at the employer's expense from a doctor acceptable to both parties.
- (f) The employee shall ensure, where practicable, that notice is given to the employer prior to rostered commencement time.

24. BEREAVEMENT LEAVE/TANGIHANGA LEAVE

- (a) After discussion, the employer shall, on the death of the employee's spouse/partner, child, parent, brother, sister, parent-in-law, grandparent, brother in law, sister in law, step-parent, step-child, step-brother, step-sister, or grandchild, grant to the employee bereavement leave at the employee's relevant daily rate of pay for a period of three days.
- (b) The employer shall on the death of any other person in respect of whom the employer accepts the employee has suffered a bereavement, grant to the employee 1 day's bereavement leave at the employee's relevant daily rate of pay. In determining the employee's entitlement to leave pursuant to this clause the employer shall have regard for:
 - (i) the closeness of the association between the employee and deceased person;
 - (ii) whether the employee has to take significant responsibilities for all or any of the arrangements for the ceremony relating to the death;
 - (iii) any cultural responsibilities of the employee in relation to the death.
- (c) Subject to the employee making application, the employer may agree to grant unpaid leave in order to accommodate various special bereavement needs not recognised in subclauses (a) and (b) above.

25. PARENTAL LEAVE

Parental Leave shall be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 and its amendments and any other relevant legislation.



26. JURY SERVICE

- (a) Where the employee is obliged to undertake jury service, the difference between the fees (excluding reimbursing payments), if any, paid by the Court and the employee's ordinary rate of pay shall be made up by the employer, provided:
 - (i) That the employee produces the Court expenses voucher for the employer.
 - (ii) That the employee returns to work immediately on any day she/he is not actually serving on a jury.
- (b) These payments shall be made for up to a maximum of five days in respect of each separate period of jury service.

27. PROFESSIONAL DEVELOPMENT

- (a) Registered and Enrolled Nurses will be provided up to 20 hours paid professional development leave, which will be linked to registration and/or compulsory training relevant to their employment.
- (b) All other employees will be paid to attend compulsory training topics as approved by the employer.
- (c) Additional professional development leave not required as part of an employee's employment will be either with or without pay. This will be at the discretion of the employer.
- (d) Where the identified education needs of the Employee include attendance at paid external training, and the Employer approves for the Employee to attend said training, the cost of the training will be met by the Employer. Should the employment agreement be terminated within 6 months of attendance of any paid training, the cost of the training will be reimbursed by the Employer to the Employer upon termination.

Heritage Lifecare Limited will provide in-service training as per the corresponding ARC agreement. Should an employee undertake training as a result of the Care and Support Worker (Pay Equity) Settlement Bill the company will fund half the cost of the course fees and the remainder of the costs will be covered by the employee. Should the employment agreement be terminated within 6 months of attendance of any paid training, the cost of the training will be reimbursed by the Employer to the Employer upon termination. Heritage Lifecare Limited will ensure that staff whom are covered under the equal pay settlement are able to attain training inline with the Care and Support Worker (Pay Equity) Settlement Bill.

PART VII - DISCIPLINARY PROCEDURES

28. WARNING PROCEDURE FOR MISCONDUCT (INCLUDING INCOMPETENCE)

The parties to this employment agreement agree that the following procedures are fair and reasonable. The following procedure shall be followed on each occasion where an employee's actions constitute misconduct or incompetence:

- (a) A meeting shall be held where:
 - (i) The employer identifies the aspects of the employee's behavior or performance that is unsatisfactory.
 - (ii) The employer directs the employee as to what is expected by way of improvement in a given time frame which is reasonable according to the circumstances.
 - (iii) The employer allows the employee the opportunity to discuss any problems which may be the case of their unsatisfactory performance/ behavior.

- (b) The employee shall be offered a support person of his or her choice to be present at the meeting.
- (c) After consideration of the employee's explanation for their performance/ behavior, the employer shall determine whether a warning is warranted.
- (d) If the employer considers that a warning is warranted the employee shall be informed:
 - (i) On the occasion of an employee's **first** warning, that his/her job will be in jeopardy if performance/behavior does not improve as required.
 - (ii) On the occasion of an employee's **second** warning, that his/her employment may be
 - (iii) terminated if the required improvement/ standard is not met.
 - (iv) On the occasion of the third offence, employment may be terminated.
- (e) After each meeting the employee shall be given a written summary of the discussions arising from the meeting, including the consequences of non-improvement.
- (f) Any warning so issued may be valid for a period of 12 months

29. **SERIOUS MISCONDUCT**

- (a) An employee may be dismissed summarily (without notice) for serious misconduct in accordance with the procedures provided for in this clause. Serious misconduct shall include but is not limited to drunkenness, sleeping on duty, insubordination and disorderly conduct.
- (b) A meeting shall be held where the employee shall be given the opportunity of having a support person and/or a representative present and also an opportunity to explain the alleged serious misconduct.
- (c) The employer shall consider any explanation given by the employee and may suspend the employee on pay pending investigation of the alleged events.
- (d) In circumstances where the employer considers that the employee's actions amounted to serious misconduct the employee's employment may be terminated without notice.

PART VIII - TERMS OF EMPLOYMENT

30. **TERMINATION OF EMPLOYMENT**

- (a) Four weeks' notice of termination of employment shall be given by either party or two week's **wages** shall be paid or forfeited in lieu of such notice, Under special circumstances a lesser period may be requested by the employee and granted at the Manager's discretion. This will not be unreasonably withheld.
- (b) This shall not prevent the summary termination of employment for serious misconduct.
- (c) Upon termination of employment, wages due to the employee shall be paid on the last day of work. Provided that in circumstances where the employee's duty ends outside of normal office hours, the employee shall be paid at the time office hours resume or by agreement with the employee his/her final pay may be paid by cheque or credit to their bank account.
- (d) Notwithstanding the provisions of subclause (b) of this clause, where the employee terminates without having given requisite notice, the employer shall within three working days pay wages owing.
- (e) The payment of wages upon termination is subject to the employee returning all keys, uniforms and equipment items in their possession, supplied by the employer. The employer may deduct the residual value of unreturned items.

For the purpose of calculating the value of unreturned items and termination, the initial value shall be reduced by 1/12th for each complete month which has elapsed since time of issue to account for fair wear and tear.

- (f) Upon termination of employment, the employer shall, on request, provide the employee with a certificate or letter of service stating dates and capacity of employment.

31. **ABANDONMENT OF EMPLOYMENT**

In circumstances where the employee is full time and they are absent from work for a continuous period exceeding three working days, or where the employee is part-time and they are absent from work for two consecutive working days, without the consent of the employer, or offering an explanation acceptable to the employer, the employee shall be deemed to have terminated his/her employment.

32. **CONSULTATION**

- (a) It is the parties' intention to maintain a consultative and constructive approach during the course of any review and/or any restructure process. It is agreed that the parties will not unduly delay this process. This consultation does not prohibit the Employer from making the final decision on the outcome of the review.
- (b) In the event a review and/or restructure of a facility is likely to impact on union members the employer will notify the Union, prior to the start of the review process. Further the Employer will provide, a draft paper outlining the reason for the review, any proposed changes to the structure, the proposed time frame and the consultative process.

33. **REDUNDANCY**

- (a) Employees at any affected work site shall receive reasonable notice, where practicable, of an impending redundancy situation. The purpose of this notice is to enable consultation and to explore re-deployment options.
- (b) The employee to be made redundant shall be entitled to a notice period prescribed below or payment in lieu thereof:

4 weeks notice for up to 5 years service.

6 weeks notice for between 5 to 10 years service. 8

weeks notice for beyond 10years service.

- (c) An employee shall not be redundant in situations where the employee is offered substantially similar employment in any other aged care facility operated by the employer or arranged by the employer. This employment offer will recognise the employee's personal circumstances.
- (d) The employer will observe the principle of "last on, first off" in selecting employees to be made redundant subject to the employers need to maintain an efficient work force and an efficient operation which must also be taken into consideration in the selection of employees to be made redundant.

34. **WORK ALLOCATION**

- (a) All permanent hours and where practicable relief work will be offered to existing staff in accordance with the following procedure:
 - (i) Staff shall notify the Manager in writing of their availability for additional work.
 - (ii) Work shall be assigned according to the employee's job classification within the work site.

35. **PROTECTING THE EMPLOYEE IN THE EVENT OF CONTRACTING OUT, SALE OR TRANSFER OF BUSINESS**

The parties agree the employer will consult with the employee over any proposed contracting out of services.

(a) **Sale and Transfer**

- (i) The employer undertakes to use their best endeavours to persuade a new employer to agree to continuous service. Prior to any termination of employment every endeavour shall be made for mutually agreed redeployment.
- (ii) The Employer shall make every endeavour to ensure that the employee will be offered
- (iii) employment on no less than their existing terms of employment and conditions of work by the person or persons who are to be incoming service providers or contract company, the purchaser of the business or part of the business or the transferee of the business or part of the business.

(b) **Continuity of Service**

- (i) For the purpose of this agreement, continuity of service with the employer shall not be deemed to be broken by reason of sale, transfer or lease of the new business or assets of the employer to a new employer, providing such new employer offers to employ the employee on terms and conditions of employment no less favourable to the employee.

X UNION RIGHTS

36. **UNION BUSINESS**

- (a) Delegates will have the right to accompany another member when representing them in a grievance.
- (b) Delegates shall be released without loss of normal pay for offsite Union business following consultation and agreement between the parties regarding use and timing of this leave.
- (c) Where more than one delegate is present on site a committee will be entitled to meet to deal with
- (d) Union business and the timing of such meetings pre-arranged with the employer.
- (e) A union notice board will be made available for posting of union notices.
- (f) The employer will recognise delegates chosen by the employees as the union representatives.

37. UNION MEETINGS

- (a) Union members shall be entitled to four hours paid time off to attend Union meeting/s in each calendar year provided that each of the following conditions is fulfilled:
 - (i) At least 14 days notice of the meetings shall be given
 - (ii) Work shall resume as soon as practicable after the finish of the meeting
 - (iii) The Union will consult with the employer to ensure that the timing of the meeting ensures that the employers business is able to be maintained during the Union meeting
 - (iv) The union will provide the employer with a list of meeting attendees
- (c) The provisions of this clause shall be inclusive of any legislative entitlement to paid union meetings.

38. UNION ACCESS

- (a) The authorised representative will contact the employer to arrange access.
- (b) The authorised representative on entering the workplace shall do so in a way and in compliance with H&S requirements. The purpose of the visit is related to the employment of its members and/or union business.
- (c) When the Union representative enters the workplace they will advise the manager they are entering the workplace and if the manager is not present the representative will leave a written notice.
- (d) The employer recognises that it may not unreasonably deny an Union representative access to a workplace.

39. UNION FEE DEDUCTIONS

- (a) When requested by the employee, the employer shall deduct union fees from the wages of members of the Service and Food Workers Union or New Zealand Nurses Organisation who are bound by this agreement.
- (b) The employer shall not cease deducting union fees unless authorised in writing by the employee.
- (c) The employer shall remit the union fees to the Union office on a monthly basis.

40. PAID EDUCATION LEAVE

- (a) The employer will release all employees bound by this collective agreement on paid education leave.
- (b) The annual allocation of paid education leave for employees bound by this collective agreement shall be based on Section 74 of the Employment Relations Act 2000 and its amendments.
- (c) The formula is as follows:

Full Time Equivalent Eligible Employees	Days of Employment Relations Education leave the Union may allocate
1-5	3
6-50	5
51-280	1 per 8 or part of that number

281 or more

35 days plus 5 days for every 100 FTE or part of that number that exceeds 280

- (d) An eligible employee who normally works 30 hours or more equals 1 FTE. An eligible employee who works less than 30 hours per week equals .5 of an FTE.
- (e) This provision shall be in addition to any other leave as may be required for delegates to attend meetings and events that are not covered by the provisions of paid education leave of the ERA 2000.
- (f) On March 31 each year the Union party to this agreement shall notify the employer of the:
 - (i) maximum number of employment relations leave days; and
 - (ii) details of the calculation

PART XI - PERSONAL GRIEVANCE AND DISPUTES

41. PERSONAL GRIEVANCES/ DISPUTE PROCEDURES

The procedures for the resolution of personal grievances and disputes shall be in accordance with Part 9 of the Employment Relations Act 2000.

Information on Procedures and Services available for the resolution of Employment Relationship Problems

Definitions

- (a) An "employment relationship problem" is defined in the Employment Relations Act 2000 and includes:
 - (i) A personal grievance;
 - (ii) A dispute;
 - (iii) Any other problem related to or arising out of the employment relationship but does not include any problem with the fixing of new terms and conditions of employment.
- (b) A "personal grievance" means any grievance that the employee may have against their employer or former employer because of a claim that the employee:
 - (i) has been unjustifiably dismissed; or
 - (ii) has had his/her employment, or their conditions of employment affected to his/her disadvantage by some unjustifiable action by the employer; or
 - (iii) has been discriminated against in their employment; or
 - (iv) has been sexually harassed in their employment; or
 - (v) has been racially harassed in their employment; or
 - (vi) has been subjected to duress in relation to membership or non-membership of a union or employees organisation.

NOTE: The terms used in this clause have precise legal meanings, which are set out in detail in the Employment Relations Act 2000.

- (c) A "dispute" is a dispute about the interpretation or application or operation of an employment contract or an employment agreement.

Raising Employment Relationship Problems

- a) An employment relationship problem is raised with the employer when the employee makes the employer or a representative of the employer aware of the problem.
- b) The preferred method is for the employee to first speak with his/her supervisor or manager. If for any reason the employee does not wish to raise the matter with the supervisor or manager, the employee should speak to another manager or someone else in authority so that the issue can be dealt with at an early stage.
- c) Ill. If the employee prefers to raise the matter in writing, or if the issue that has been verbally raised in the manner noted in the paragraph above has not been resolved, the employee should write to the employer setting out the details of the problem, grievance or dispute, and specify the solution the employee seeks to resolve the matter.
- d) Time Limit on Raising a Personal Grievance**
 - i. Where the employee believes that they have a personal grievance they must raise it with the employer within the period of 90 days beginning with the date on which the action alleged to have amounted to a personal grievance occurred or came to the notice of the employee.
- e) Mediation**
 - i. If the problem is not resolved, a party to the problem may seek the assistance of the Mediation Services provided by the Department of Labour. This may be done by contacting an office of the Department of Labour that deals with employment relation issues.
- f) Employment Relations Authority**
 - i. If the problem is not resolved by mediation, it may be referred to the Employment Relations Authority.
- g) Employment Court**
 - i. If a party is not satisfied with the determination of the Employment Relations Authority, the matter may be referred to the Employment Court.

42. SEXUAL HARASSMENT

- (a) The employees and the employer recognise the undesirability of sexual harassment in the work place and that it constitutes unacceptable behaviour.
- (b) The parties to this agreement acknowledge that sexual harassment in the work place is totally unacceptable.
- (c) Where a claim of sexual harassment falls within the definition of personal grievance under the Employment Relations Act 2000 the provision of that Act may be applied.
- (d) Where the matter is of sufficiently serious nature to constitute unlawful sexual discrimination within the Human Rights legislation, The Human Rights Commission may have jurisdiction to investigate the matter.

43. HEALTH AND SAFETY

- (a) The employees and the employer shall take all reasonable precautions for the safety and health of all employees. In the event the employee becomes aware of damage or faults to

equipment or the existence of other hazards that may endanger the safety or health of others they shall immediately report such damage, fault or hazard to the management or to the established Health and Safety Committee.

(c) All Employees must abide by the Heritage Lifecare Limited, Health and Safety Policy.

44. ACCIDENT COMPENSATION COMMISSION (ACC)

- (a) Where practicable the employee shall notify the employer within one working day of filing any work-related claim with the ACC. The employee shall in addition, provide the employer with a copy of the relevant ACC forms by which application is made to ACC together with copies of such other documentary evidence and medical certificates as are provided to ACC from time to time.
- (b) At the discretion of ACC, the employee may be required to return to work to undertake such alternative duties (whether on a full-time or part-time basis) as are available and as are reasonably within their capability and level of fitness as determined by agreement with the employer's/employees medical practitioner and employee's case manager.
- (c) If the employee has been absent from work due to sickness, injury or other health and fitness matters, they may be required to produce a medical certificate as evidence of their fitness to resume work before doing so. Any other medical evidence requested by the Employer shall be obtained at the Employer's expense.
- (d) The employee agrees to undergo a baseline health test for gradual process diseases and infections at termination of employment where, on a case by case basis, the employer requires this. Any base line testing requested by the Employer shall be obtained at the Employer's expense. The employee further agrees to provide that information to ACC for the purposes of determining entitlement to work-related accident compensation.
- (e) In the event an employee has an accident and/or is injured and that injury is covered by ACC, the employee may request to have their ACC entitlement topped up from the 80% to a 100% of the employee's normal wage. The cost of the top up will be covered from the employee's available sick leave entitlement (Note five days top up is equal to one day's sick leave).
- (f) In the event of a non work related accident or injury the employee may use their available sick leave entitlement to cover their earnings for the first week of incapacity and/or to top upto 100%."

45. CONFIDENTIALITY

- (a) All information that the employee may acquire during the course of their employment concerning the business affairs (including medical information), property or other activities of Hodgson and Carter House is confidential information and must remain confidential during and after termination of employment.
- (b) As such it is the property of the employer and must not be disclosed without the express authority of the employer to do so, or where disclosure is required during the proper performance of an employee's duties.
- (c) Employees must take all reasonable care to protect confidential information and to prevent its unauthorised acquisition or use.



PART XII - TERMS AND CONDITIONS OF AGREEMENT

46. STATEMENT OF INTENT

- (a) Without prejudice, and on request, the employer shall endeavour to provide, whenever possible, the employee, where they work weekends, with a minimum of one weekend off per month. In the event that the employee is normally working weekends and they are desirous of having a weekend off per month they should record in writing their request to the Manager.
- (b) A rolling roster will not be implemented. That is a roster that rotates staff over the 24 hour day, seven day week.
- (c) Nothing in this agreement shall reduce terms and conditions of any employee covered by this agreement unless agreed and ratified by the parties.

47. SAVINGS

- (a) Nothing in this agreement shall reduce terms and conditions of any employee covered by this agreement unless agreed and ratified by the Parties.

48. TERM

This agreement shall come into force on the 01 July 2017 and shall expire 30 June 2019

49. EQUAL PAY AND CARING COUNTS REPORT

The Parties note the Human Rights Commission report Caring Counts : Report of the Inquiry into Aged Care Workforce and commit themselves to working to progress the recommendations from that report.

50. SIGNATORIES


HERITAGE LIFECARE LIMITED

Signature 
Paul Renwick – General Manager

Date: 3/7/2018

UNION SIGNATURES

NZNO - New Zealand Nurses Organisation as authorised representative for the members

Signature 

Date: 5-7-18

Etu as authorised representatives for the members

Signature 

Date: 5.7.2018

SCHEDULE A— Wages and Allowances

Health Care Assistant, Activities Coordinator, Caregiver, Recreational Therapist, Diversional Therapist, Physiotherapy Assistants and Occupational Therapy Assistant

Criteria	Rate 2017-2018	Rate 2018-2019
No formal qualification or less than 3 years service	\$19.00	As per pay equity legislation \$19.80
NZQA Level 2 or more than 3 years service	\$20.00	As per pay equity legislation \$21.00
NZQA Level 3 or 8 years or more service	\$21.00	As per pay equity legislation \$22.50
NZQA Level 4 or 12 or more years service	\$23.50	As per pay equity legislation \$24.50
Existing employees who reach 12 years current continuous service after 1 July 2017 and who have not achieved a Level 4 certificate.	\$22.50	As per pay equity legislation \$23.50

Registered Nurses (See table called Registered Nurses Dollar amounts for monetary figures)

	Criteria	Rate 2017-2018 No PDRP	Rate 2017-2018 PDRP	Rate 2018-2019 No PDRP	Rate 2018-2019 PDR
Step1	0-2 years service with Heritage Lifecare	5% above highest pay equity rate	10% above highest pay equity rate	5% above highest pay equity rate	10% above highest pay equity rate
Step2	2-5 years service with Heritage Lifecare or at least 3 years NZ aged care experience in the last 5 years	7% above highest pay equity rate	15% above highest pay equity rate	7% above highest pay equity rate	15% above highest pay equity rate
Step 3	5 years plus service with Heritage Lifecare or at least 5 years NZ aged care experience in the last 7 years	10% above highest pay equity rate	20% above highest pay equity rate	10% above highest pay equity rate	20% above highest pay equity rate
Step 4	By Invitation only. Is Interrai	N/A	25% above highest pay equity rate	N/A	25% above highest

	trained (and current), must have undertaken formal leadership training has completed a PDRP and holds a leadership role in the organisation such as Wound Management Coordinator, restraint Coordinator, Infection Control Coordinator.				pay equity rate
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Registered Nurses - Dollar Amounts

	Steps	% Increase	3. July 17 onwards		1 July 18 onwards	
			Dollar amount above \$23.50	New Hourly rate	Dollar amount above \$24.50	New Hourly rate
No PDR	Step 1	5%	\$1.18	\$24.68	\$1.23	\$25.73
	Step 2	7%	\$1.65	\$25.15	\$1.72	\$25.22
	Step 3	10%	\$2.35	\$25.85	\$2.45	\$26.95
	Step 4	NA				
PDRP	Step 1	10%	\$2.35	\$25.85	\$2.45	\$26.95
	Step 2	15%	\$3.53	\$27.03	\$3.68	\$28.18
	Step 3	20%	\$4.70	\$28.20	\$4.90	\$29.40
	Step 4	25%	\$5.88	\$29.38	\$6.13	\$30.63

Enrolled Nurse

Criteria	Rate 2017-2018	Rate 1 July 2018-2019
Enrolled Nurse	Highest rate of pay equity \$23.50	Highest rate of pay equity \$24.50

Cleaner / Laundry

	Criteria	Rate 2017-2018 Year 1	Rate 1 July 2018-2019 Year 2
Rate 1	Less than 2 years' experience with chemical training and manual handling	Minimum Wage \$15.75	\$16.50
Rate 2	Less than 5 years' experience with chemical training and manual handling	2.5% above Minimum Wage \$16.14	\$16.50
Rate 3	More than 5 years' experience with chemical training and manual handling	5% above Minimum Wage \$16.53	\$16.86

Kitchen Assistant

	Criteria	Rate 2017-2018 Year 1	Rate 1 July 2018-2019 Year 2
Rate 1	Less than 2 years' experience with Food Handling Certificate and manual handling	Minimum Wage \$ ¹⁵⁷⁵	\$16.50
Rate 2	Less than 5 years' experience with Food Handling Certificate and manual handling	2.5% above Minimum Wage \$16.14	\$16.50
Rate 3	More than 5 years' experience with Food Handling Certificate and manual handling	5% above Minimum Wage \$16.53	\$16.86

Unqualified Cook

	Criteria	Rate 2017-2018 Year 1	Rate 1 July 2018-2019 Year 2
Rate 1	Unqualified with less than 2 years' experience (Must have Food Handling certificate and manual handling)	\$18.00	\$18.36
Rate 2	Unqualified with less than 5 years' experience (Must have Food Handling certificate and manual handling)	\$18.50	\$18.87
Rate 3	Unqualified with more than 5 years' experience (Must have Food Handling certificate and manual	\$19.00	\$19.38

Qualified Cook

	Criteria	Rate 2017-2018 Year 1	Rate 1 July 2018-2019 Year 2
Rate 1	Qualified with less than 2 years' experience (Must have Food Handling certificate)	\$20.00	\$20.40
Rate 2	Qualified with less than 5 years' experience (Must have Food Handling certificate)	\$21.00	\$21.42
Rate 3	Qualified with more than 5 years' experience (Must have Food Handling certificate)	\$21.50	\$21.93

Maintenance

	Criteria	Rate 2017-2018 Year 1	Rate 1 July 2018-2019 Year 2
Rate 1	Unqualified with less than 2 years'	\$20.00	\$20.40
	Trade Qualified with less than 2 years' experience	\$21.00	\$21.42
Rate 2	Unqualified with less than 5 years'	\$21.00	\$21.42
	Trade Qualified with less than 5 years' experience	\$23.00	\$23.47
Rate 3	Unqualified with more than 5 years' experience	\$21.50	\$21.93
	Trade Qualified with more than 5 years' experience	\$24.50	\$24.99

Trades Qualifications relevant for this remuneration schedule are:

1. Master Plumber
2. Master Builder
3. Master Electrician
4. Roofer
5. Master Painter Decorator
6. Cabinet Maker **Gardener**

	Criteria	Rate 2017-2018 Year 1	Rate 1 July 2018-2019 Year 2
Rate 1	0-3 years experience at HLL	\$19.00	\$19.38
Rate 2	3 years plus experience at HLL	\$21.00	\$21.42