



Heritage Lifecare Limited  
(Coldstream)

COLLECTIVE AGREEMENT

*1 July 2018 – 30 June 2019*

Between: Heritage Lifecare Limited

And: New Zealand Nurses Organisation (Inc)

## INDEX

### CLAUSE

1.	Parties.....	3
2.	Term .....	3
3.	Variation of Agreement.....	3
4.	Declaration of Intent .....	3
5.	Disclosure .....	3
6.	Qualifications/Licences .....	4
7.	Trial Period .....	4
8.	Position, Duties and Performance Review .....	5
9.	Employer and Employee Obligations .....	5
10.	Hours of Work .....	6
11.	Roster of Duties .....	8
12.	Orientation .....	8
13.	Remuneration.....	8
14.	Deductions.....	8
15.	Rules/Policies etc.....	8
16.	Training and Staff Development .....	9
17.	Annual Leave .....	10
18.	Public Holidays .....	10
19.	Sick Leave .....	11
20.	Bereavement Leave.....	12
21.	Parental Leave .....	13
22.	Standard of Dress .....	13
23.	Jury Service .....	13
24.	Confidentiality .....	14
25.	Other Work/Business .....	15
26.	Commercial Risk .....	15
27.	Resignation/Termination.....	15
28.	Abandonment of Employment.....	16
29.	Restructuring.....	16
30.	Redundancy.....	18
31.	Return of Company Property .....	18
32.	Health and Safety .....	18
33.	Misuse of Drugs and Alcohol.....	19
34.	Medical Information/Incapacity.....	20
35.	Disciplinary Procedures/Suspension .....	20
36.	Resolution of Employment Relationship Problems.....	21
37.	Non – Solicitation .....	22
38.	Study Leave.....	22
39.	Employer Owned Assets.....	22
40.	Savings Clause .....	23
41.	Delegates Rights .....	23
42.	Union Meetings .....	23
43.	Access to the Workplace .....	23
45.	Collective Employment Agreement to be Available .....	23
46.	Union Fee Deductions .....	23
47.	Definitions .....	24
SCHEDULE ONE	PAYMENTS AND BENEFITS .....	26
SCHEDULE TWO	POSITION DESCRIPTIONS.....	33

## **1. Parties**

This collective employment agreement, made pursuant to the Employment Relations Act, applies to Heritage Lifecare Limited and the New Zealand Nurses Organisation (Incorporated) ("the union").

This agreement shall cover any member of the NZNO who is employed by Heritage Lifecare Limited working at Coldstream Rest Home and Hospital.

The agreement supersedes all previous employment agreements or arrangements, whether express or implied, other than terms and conditions retained by written individual employment agreement.

## **2. Term**

This agreement shall operate from 1 July 2018 and expire on 30 June 2019

## **3. Variation of Agreement**

This agreement may be varied by agreement between the employer, NZNO and those employees directly affected by such variation. Such agreement will be in writing and signed by the parties.

## **4. Declaration of Intent**

Both the employer and the employees recognize the need to achieve a fair and reasonable bargain which will not compromise the profitability, competitiveness or efficiency of the employer.

The employer would like the flexibility to work with staff to get the best from them, to build on self-esteem and self-worth. The employer has the philosophy that staff should be rewarded for performance and is prepared to work with all staff to assist them to achieve.

The employer wants to build a strong team culture where everyone is working towards the same goal. Staff need to feel that they have an important role to play in the future of Heritage Lifecare and their input/suggestions will be appreciated and listened to.

Overall the employer wants staff to enjoy their work, feel part of an open and honest team, feel confident in voicing any ideas and be proud to work at Heritage Lifecare.

## **5. Disclosure**

### **5.1 The employee declares that:**

5.1.1 All representations the employee has made to the employer either verbally or in writing regarding the employee's qualifications, skills, work history and experience are true and complete.

5.1.2 The employee has fully disclosed any criminal conviction or other matter including dismissals, which might materially influence the employer's decision to employ the employee.

5.1.3 The employee has disclosed to the employer any injuries and/or illnesses previously suffered that may affect the employee's ability to carry out duties for which she/he has been employed.

5.2 Any breach of this declaration may be regarded as serious misconduct which could result in the employee's dismissal. A breach of this clause could also mean that workplace injuries sustained by the employee may not be accepted by the employer.

## **6. Qualifications/Licences**

6.1 This clause shall apply to employees whose primary role requires the employee to hold a licence or qualification for the performance of the employee's duties.

6.2 The employee warrants that any licence or qualification that the employee is required to hold, whether by law or otherwise, for the performance of the duties normally required of the employee, is current and valid and shall be verifiable by the employer at all reasonable times.

6.3 The employee shall immediately notify the employer of any circumstances in which the loss, suspension or endorsement of such licence or qualification occurs or may occur, whether temporary or permanent.

6.4 Depending on the circumstances and subject to the employer's investigation, any loss or suspension of an employee's licence or other relevant qualification may result in termination of employment.

## **7. Trial Period**

7.1 The employee agrees that his/her employment is subject to the satisfactory completion of a ninety (90) day trial period from the commencement of employment.

7.2 The employee agrees that he/she may be dismissed on notice during the trial period provided notice is given with the ninety (90) day trial period. For the avoidance of doubt, the dismissal may take effect after the 90 day trial period. The relevant notice period is recorded in Schedule A.

7.3 Furthermore, if the employee is dismissed in accordance with clause 7.2 during the trial period, the employee will not be entitled to bring a personal grievance or other legal proceedings in respect of the dismissal.

7.4 The trial period shall be specified in writing in the employer's letter of offer, which shall also advise the employee of the right to seek independent advice about the implications of this provision.

## **8. Position, Duties and Performance Review**

8.1 The employee's positions, the duties of that position, performance reviews arrangements and an indication of where the employees are to perform those duties are set out in the attached **Schedule Two**. This schedule forms part of this agreement.

8.2 Guidelines for each shift are set out in the task sheets. These are guidelines only to assist with the flow of work and duties and do not represent an exhaustive list of duties on the shift.

The employee shall carry out these duties and any other duties required by the employer with diligence and care.

## **9. Employer and Employee Obligations**

9.1 The employee shall:

9.1.1 Comply with all reasonable and lawful instructions of the employer.

9.1.2 Perform his/her duties with all reasonable skills, diligence and in the best interests of the employer and the employment relationship.

9.1.3 Devote the whole of the employee's time and attention during working hours to the performance of the employee's obligations under this agreement

9.1.4 Positively promote and protect the interests of the employer.

9.1.5 Deal with the employer in good faith in all aspects of the employment relationship.

9.1.6 Take all practicable steps to perform the job in a way that is safe and healthy for the employee, his/her fellow employees and any other person.

9.1.7 Use the employee's best endeavours to prevent the disclosure of confidential information.

9.1.8 Notify the employer of any pending criminal charges or serious traffic offences which may affect the employee's ability to carry out his/her duties or affect the trust and confidence in the employment relationship.

9.2 The Employer shall:

9.2.1 The employer will provide a safe place of work

9.2.2 The employer will deal with the employees in good faith on all aspects of the employment relationship.

9.2.3 The employer will provide adequate facilities – clean toilets, hygienic eating areas.

9.2.4 The employer will provide instruction, training and supervision for employees.

## **10. Hours of Work**

- 10.1. It is the intention of the employer to provide certainty of hours, as well as to maximise core hours where possible and sustainable. The Employee's minimum guaranteed core hours of work will be no less than an average of 32 hours per week over the roster cycle for full-time employees. For part-time employees, minimum guaranteed core hours will be less than 32 hours per week over the roster cycle. Guaranteed core hours for all permanent and fixed term employees shall be recorded in writing and a copy provided to the Employee. Any variations to minimum guaranteed core hours will be agreed by both parties and confirmed in writing.
- 10.2. Both parties acknowledge that the nature of the Employer's business is such that the Employee will be rostered on to shifts covering a 24-hour, seven day period. The Employer may roster on a rostered and rotating basis. The Employer cannot guarantee that the Employee will work only on a particular shift/shifts or a particular area within the Care Home. Notwithstanding that the Employee may be habitually rostered to a particular shift, both parties acknowledge that the Employer may alter any roster to suit the Employer's business needs, in consultation with the Employee.
- 10.3. No Employee will be required to work more than six consecutive days without the Employee's agreement. All practical steps will be taken to ensure that fulltime Employees will normally work consecutive shifts and have two consecutive days off. Any additional hours of work worked by the Employee (with express approval of the Manager) will be paid at the Employee's hourly rate, unless the additional hours worked are more than 80 hours in a fortnight, in which case the Employee shall be paid the appropriate overtime rate (see Clause 19 above).
- 10.4. The nature of the Employer's operations and in particular fluctuations in occupancy can make additional hours available temporarily which are not able to be offered on a permanent basis. The fact that an Employee may from time to time be rostered (with agreement) to work additional hours or for longer hours than specified in that Employee's agreement or arranged with that Employee at the commencement of their employment shall not of itself constitute evidence of a permanent variation in the terms of that agreement.
- 10.5. The Employee's hours of work and shifts shall be posted 14 days in advance on a roster placed in an accessible position on the premises; less notice may be given in exceptional circumstances. The Employee may change or exchange shifts only with the express approval of the Employer. Approval will not be given where a proposed change/exchange would cause the Employee to work consecutive shifts. Once posted the roster may be altered by mutual agreement to add ad hoc shifts or the enable employees to swap shifts or pick up extra shifts. Where ad hoc shifts which are added to the roster after it has been posted are cancelled, these are subject to clause 21.9.
- 10.6. A minimum of eight hours will separate rostered shifts, with the exception of split shifts undertaken between 7am and 10pm where a shorter period may separate the shifts.
- 10.7. The employees shall be allowed ten (10) minute paid rest periods at times to suit the needs of the employer.
- 10.8. An employee shall not be required to work more than five and a half (5 ½) hours continuously in any one duty with an unpaid meal break of 30 minutes. This break shall be

taken at a time to suit the needs of the employer. The employer may make an arrangement with an employee who, whilst partaking in a meal break, is not able to be completely absent from the workplace.

- 10.9. The Employer and the Employee appreciate that the health, safety and wellbeing of all residents living and Employees working at the premises requires a consistent and reliable level of cover during work hours. The parties agree that the Employer may, for reasons of Employee absence, resident emergencies and other unforeseen circumstances, request the Employee to work hours other than those rostered. The employee agrees, where possible, to work those hours and in those areas, where so requested.

Where an Employee has accepted an ad hoc shift over and above their rostered hours, the Employer reserves the right to cancel that shift should operational requirements change, as outlined below.

Should this occur, the Employer will provide notice of the cancellation of a morning or afternoon shift by 4pm the day before the shift is due to commence and by 10am on the day a night shift is due to commence.

If the Employer provides lesser notice the following compensation shall apply. If the employer provides notice of cancellation of a morning or afternoon shift after 4pm the day before the shift is due to commence or after 10am on the day a night shift is due to commence, the Employer will pay the Employee compensation of 75% of the remuneration that the Employee would have received had the shift been worked.

If the Employer provides notice of the cancellation of a morning, afternoon or night shift with less than 4 hours before the shift is due to commence or if the Employee has not been notified of the cancellation until the Employee arrives ready to work, the Employer will, at the Employer's discretion, require the Employee to complete the shift as arranged or, at the Employer's discretion, will alternatively pay the Employee 100% of the remuneration that the Employee would have received had the Employee worked the shift.

Notice of cancellation shall be effected using the standard method of communication the Employer has used to contact the Employee previously and could be by phone, voicemail message, email, text or other means of communication.

The Shift Cancellation clause only applies to shifts added after the roster is posted.

Shifts may be cancelled under this clause in the following situations:

- 1) Where shifts have been added due to an increase in resident numbers or acuity and resident numbers and/or acuity have subsequently reduced.
- 2) Where shifts have been added due to planned admissions and those admissions did not occur.
- 3) Cover for anticipated Sick Leave or Bereavement Leave absence where the staff members returns so that cover is no longer required
- 4) Cover for a clinical event or and emergency event, such as Norovirus outbreak or a flood, where the event is managed quicker than initially anticipated

- 10.10. Where the number of residents reduces to the extent that a reduction in the Employee's hours of work is required, the Employer will consult with the Employee before enacting any change. It is intended that both parties will mutually agree to any changes but the Employer reserves the right to make the final decision in the event of the parties not being able to agree. At least 14 days' notice of change will be given.

- 10.11. Where occupancy is such that any of the parties wishes to undertake a review of the effectiveness/efficiency of the roster, the parties will consult with each other and the Employees to determine, in the first instance, mutually acceptable arrangements in response to the rise or fall in occupancy levels of the effectiveness/efficiency of the Care Home.

## **11. Roster of Duties**

- 11.1 The hours will be rostered 2 weekly in advance and be accessible to staff. As the company operates a Hospital/Rest Home, the hours between which the employee may be rostered are 8am to 8am the following day. While the company will do its best to arrange rosters to suit employee preference it cannot guarantee that this will be possible. Even where a pattern of rosters occurs, this does not mean the company is bound to always offer that pattern.
- 11.2 Any structural changes shall be notified and where practicable discussed with staff who will be affected, at least two weeks in advance.
- 11.3 In emergencies when it is necessary to change the roster the Manager will endeavour to discuss the proposed change with the employee involved.

Any duty change requests must be made to and approval given by the manager.

## **12. Orientation**

New employees will undergo a minimum of three orientation or training shifts under supervision before commencement of duties. These will be paid at your hourly rate in the pay period following completion.

## **13. Remuneration**

- 13.1 The employees' remuneration is as set out in the attached **Schedule One**.
- 13.2 Wages may be divided into minimums of quarter hours for the purpose of entitlement or deduction.

## **14 Deductions**

The employee agrees to have deductions made from their remuneration in accordance with the Wages Protection Act 1983. 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. Rules/Policies etc**

To ensure the smooth operation of the employer's business the employee agrees to abide by all notified rules, regulations, policies or procedures of the employer as may be current from



time to time. The employer reserves the right to vary any rules, regulations, policies or procedures with the employees. The employer shall use its best endeavours to consult with employees prior to varying or introducing new rules, regulations, policies or procedures.

## **16. Training and Staff Development**

16.1 The employee agrees to attend compulsory staff meetings/in-service education as directed by the Nurse Manager. In return the employer will pay the employee for attending those staff meetings/in-service education. Non-attendance at compulsory staff meetings/in-service education will not be tolerated except for genuine reasons.

16.2 The employee understands that the employer may provide for voluntary staff meetings/in-service education. Attendance at these meetings/in-service educations shall be unpaid.

16.3 *Those staff that have not completed the training at the time of their appointment must complete appropriate training within six months of appointment. The training must address:*

- *The ageing process, including sensory, physical, psycho-social, spiritual and cultural aspects.*
- *Practical care skills*
- *Awareness of cultural issues*
- *Communication, including sensory and cognitive loss and other barriers to communication and communication aids.*
- *Observation and reporting*
- *Promotion of independence and recognition of individuality*
- *Understanding of Residents' right.*

*The employee accepts that the employer can dismiss the employee with two weeks' notice if they fail to complete this training.*

16.4

16.4.1 Unless specifically exempt from doing so, all staff are to complete their NZQA Health and Wellbeing Certificate in the following time periods:

- Level 2 NZ Certificate – within 12 months of employment
- Level 3 NZ Certificate – within 3 years of employment
- Level 4 NZ certificate – within 6 years of employment

Support to attain these qualifications shall include paying the enrolment fees of training courses, providing two (2) days of paid study leave per year and providing access to supervisors and assessors.

The employee will pay a contribution of \$35 towards photocopying per qualification listed above.

16.4.2 The employer will pay staff hours to attend off- site training courses as directed by the facility manager and authorised by the owner, to a maximum of 7 hours per day.

16.5 The annual cost of the annual practising certificate issued by the Nursing Council of New Zealand upon citing by the Nurse Manager shall be refunded by the employer for all nurses.

## **17. Annual Leave**

- 17.1 The entitlements in this clause are inclusive of the employee's entitlements in accordance with the Holidays Act 2003 and its amendments. Where for any reason the provisions of this clause vary from those of the Holidays Act 2003 and its amendments, the provision of the Act and its amendments shall prevail.
- 17.2 Upon completion of each year of continuous employment, employees are entitled to four (4) weeks annual leave or for employees working part time, four weeks of what constitutes an ordinary working week for them, which shall be taken at times agreed between the parties.
- 17.3 If mutual agreement is not reached then the employer shall give the employee at least twenty one (21) days notice of the requirement to take his/her holiday.
- 17.4 Every endeavour should be made to take annual leave in the year it falls due. Authorisation must be gained in advance if the employee wishes to accumulate leave for a special purpose.
- 17.5 Annual leave shall be paid in advance with the normal fortnightly direct credit of wages.
- 17.6 Upon the completion of fourteen years continuous service, all staff will be entitled to one week's rostered additional leave (maximum of 5 days) to be taken in their fifteenth year of service. This additional week of leave is a one off and failure to utilise this leave in the fifteenth year of service will lead to its forfeiture. The leave has no cash value if not used.

## **18. Public Holidays**

- 18.1 The entitlements in this clause are inclusive of the employee's entitlements in accordance with the Holidays Act 2003 and its amendments. Where for any reason the provisions of this clause vary from this of the Holidays Act 2003 and its amendments, the provision of the Act and its amendments shall prevail.

The parties acknowledge that there is a shared collective responsibility for maintaining 24 hour, 7 days a week continuous care of residents, inclusive of Public Holidays.

Rosters will reflect a fair distribution of work on Public Holidays between all employees.

- 18.2 Subject to the following, public holidays shall be paid in accordance with the Holidays Act 2003 and its amendments. Unless otherwise agreed the recognised holidays are:
- Christmas Day
  - Boxing Day
  - New Years Day
  - The second day of January
  - Waitangi Day
  - Good Friday
  - Easter Monday
  - Anzac Day
  - The birthday of the reigning sovereign
  - Labour Day
  - Provincial Anniversary Day

- 18.3 Should any public holidays over the Christmas and New Year period or ANZAC or Waitangi day holidays fall on a Saturday or Sunday in any particular year, such holidays shall be observed on accordance with Section 45 and Section 45A of the Holidays Act 2003.
- 18.4 Where an employee is required to work on a recognised Public Holiday and that day would normally be a working day the employee shall be paid his/her relevant daily pay or their average daily pay (whichever rate is applicable) plus half that rate again, for the time actually worked on the public holiday.
- 18.5 If the employee is required to work on a public holiday and that day is a day the employee would have normally be required to work, the employee shall also be entitled to an alternate holiday (day in lieu) which shall be taken at a mutually agreed time. If such time is unable to be mutually agreed the employer may determine the day with 14 days notice.
- 18.6 Where a Public Holiday falls on a day normally scheduled to be worked and the employee does not work on that day, it shall be paid at his/her relevant daily pay or, if this cannot be calculated, by the average daily pay rate.
- 18.7 Where an employee works on a day that would not normally be a working day, they are entitled to be paid at times one and a half of your normal hourly rate. You will not be entitled to an alternative holiday.
- 18.8 The employee agrees to attend for work on any public holiday for which he/she has been rostered unless the employer has granted prior approval for leave.
- 18.9 If an employee has not taken an alternate holiday within twelve (12) months of the entitlement arising, the employee may agree to exchange the alternate holiday for an agreed payment.

## **19. Sick Leave**

- 19.1. The entitlements in this clause are inclusive of the employee's entitlements in accordance with the Holidays Act 2003 and its amendments. Where for any reason the provisions of this clause vary from those of the Holidays Act 2003 and its amendments, the provision of the Act and its amendments shall prevail.
- 19.2 This leave may be taken when:
- The employee is sick or injured
  - The employee's spouse is sick or injured
  - A person who depends upon the employee for care is sick or injured
- 19.3 Such sick pay shall be calculated according to the relevant daily pay or, if this cannot be calculated, by the average daily pay.
- 19.4 When taking sick leave, the employee shall notify the employer of the employee's intended absence from work and the reason for that absence as soon as possible and unless impossible to do so, prior to the time the employee is required to commence work.
- 19.5 The employee may require the employee to provide a medical certificate (which will be paid for by the employer) and reasonable expenses up to \$20 provided that the employer informs the employee as soon as possible that proof is required.

- 19.6 The employer may require the employee to provide proof of sickness or injury at the employee's expense if the employee has been sick or injured for more than three (3) consecutive days.
- 19.7 If the employee proposes to return to work after a period of absence on sick leave (whether paid or not) the employer may require the employee to provide a medical certificate certifying the employee is fit to resume work.
- 19.8 Sick leave shall not be granted or paid in respect of any annual leave or public holiday to which the employee is entitled nor for any day which the employee would not otherwise have worked nor for any absence to which the Accident Rehabilitation and Compensation Insurance Act 1992 and amendments applies.
- 19.9 Where the employee has no paid sick leave available, any agreement regarding the employee's use of anticipated sick leave or annual leave will be entirely at the employer's discretion.
- 19.10 Sick leave entitlements may be accumulated up to a maximum of twenty (20) days entitlement. Unused sick leave shall have no value other than for the purposes associated with the taking of sick leave.
- 19.11 In respect of registered nurses and enrolled nurses: after six months employment fulltime employees are entitled to ten days sick leave in the first and each subsequent year of service. The entitlement shall be pro rata for part time employees (based on the below table):

Hours worked per week on a regular basis	No. days sick leave per 12 month period
Less than 33	7
33-40	10

- 19.12. In respect of all employees covered by this agreement other than those referred to in 19.11, above: after six months employment, employees are entitled:

Hours worked per week on a regular basis	No. days sick leave per 12 month period for first 5 years of service	No. days sick leave per 12 month period after 5 years continuous service
Less than 28 hours per week	5	7
28 – 40 hours per week	7	10

. Sick leave shall accumulate up to 20 days by carrying forward from one year to the next any unused sick pay of up to 15 days.

## 20. Bereavement Leave

- 20.1 The entitlements in this clause are inclusive of the employee's entitlements in accordance with the Holidays Act 2003 and its amendments. Where for any reason the provisions of this clause vary from those of the Holidays Act 2003 and its amendments, the provision of the Act and its amendments shall prevail.

20.2 The employee is entitled to:

20.2.1 Three (3) days paid bereavement leave on each occasion he/she suffers bereavement through the death of a spouse or de-facto partner, parent, child, brother, sister, grandparent, grandchild or spouse's parent.

20.2.2 One (1) days paid bereavement leave upon the death of any other person if the employer accepts, taking into account the closeness of the association between the employee and the deceased person, any significant responsibilities for arrangements of the ceremony and any cultural responsibilities of the employee in relation to the death.

20.3 Bereavement leave shall be calculated at the equivalent of the employee's relevant daily pay or, if this cannot be calculated, by the average daily pay.

20.4 When taking bereavement leave, the employee shall notify the employer of the employee's intended absence from work and the reason for that absence as soon as possible and, unless impossible to do so, prior to the time the employee is required to commence work.

20.5 Where the employee suffers bereavement during an annual holiday, this will be treated as bereavement leave.

20.6 Where the employee requires more bereavement leave than his/her entitlement, any agreement regarding the employee's use of annual leave will be by mutual agreement

20.7 Bereavement leave shall not accrue from year to year and shall have no value other than for the purposes associated with the taking of bereavement leave.

## **21. Parental Leave**

Parental Leave will be taken in accordance with the provisions laid down in the Parental Leave and Employment Protection Act 2002.

## **22. Standard of Dress**

22.1 The employee shall dress in a manner that presents a professional image in keeping with the employer's standards. These standards shall be as set out in the house rules.

22.2 The employer shall provide the employee with the Company's approved uniform as set out in Schedule A. Laundry costs are the responsibility of the employee.

## **23. Jury Service**

23.1 The parties to this CEA agree that considering the nature of the business, should an employee be called for jury service, both parties may agree to jointly make application to the Court for leave from jury service.

23.2 An employee called for jury service shall advise the employer as soon as practicable so that option can be discussed.

23.3 If however, leave of the Court is not granted, the employee shall be granted paid jury service for up to a maximum of 5 days.

23.4 The employee will be paid the difference between the fees (excluding reimbursing payments) paid by the Court and the ordinary pay, upon receipt of Court's expense

voucher. This difference shall be made up for a maximum of 5 days in respect of each separate jury service.

## **24. Confidentiality**

In this agreement “Confidential Information” means:

- 24.1 Any information relating to the business affairs, financial or commercial arrangements of the employer or of any resident/client of the employer or other persons dealing with the employer, and
- 24.2 Any information of a technical nature relating to any product, business activity, plan or process with which the employer is involved or proposes to be involved, in any capacity, except in so far as such information is in the public domain or is a matter of general knowledge amongst persons engaged in business involving like products, business activities, plans or processes.
- 24.3 Any information relating to the resident, their condition and/or family circumstances that are obtained in the course of work.
- 24.4 During the period of employment with the employer, the employees will from time to time be exposed to information relating to the operating affairs of the employer and its resident/clients that is confidential in the normal course of business. All information is to be treated as strictly confidential and shall not be communicated to or disclosed to any unauthorised person at any time. This restriction shall continue to apply after termination of the employees’ employment without limited point of time but will cease to apply to knowledge or information which comes into the public domain without breach by the employees of this restriction.
- 24.5 During the employee’s employment and after its termination for any reason, the employee shall not:
  - 24.5.1 other than in the course of the employee’s duties, disclose any confidential information to any person other than director or another employee of the employer’s business who is authorised to receive it.
  - 24.5.2 use confidential information to the employee’s own benefit or the benefit of any unauthorised person, as distinct from the benefit of the employer.
  - 24.5.3 use confidential information in any matter which may cause injury or loss, whether directly or indirectly, to the employer.
  - 24.5.4 turn or attempt to turn the employee’s personal knowledge of any suppliers or residents of the employer to his/her personal benefit to the benefit of any unauthorised person as distinct from the benefit of the employer.
  - 24.5.5 retain, copy or memorise any confidential information for personal use or for use by any unauthorised person.

## 25. Other Work/Business

- 25.1 For the purpose of ensuring a match between rosters and Employees' availability a permanent Employee shall advise the Employer of any secondary employment.25.2 Subject to the employer's investigation, failure to comply with any part of this clause may result in disciplinary action, up to and including termination or employment without notice.

## 26. Commercial Risk

- 26.1 The employee agrees that there are no contracts, restriction or other matters which would interfere with his/her ability to discharge the obligations under this agreement.
- 26.2 While performing the obligations under this agreement the employee has an obligation to immediately advise the employer of any conflict of interest or commercial risks in the following circumstances:
- 26.2.1 where the employee becomes aware of any potential or actual conflict between the employee's interests and those of the employer; and/or
- 26.2.2 where there is a risk the employee could inadvertently disclose confidential information to the employer's competitors, for example where a relative is employed in a similar business in the South Island.
- 26.3 Where the employer forms the view that a conflict of interest or commercial risk or other situation exists than in any way harms or potentially harms the employer's interests, it may direct the employee to take action to resolve the problem and the employee shall comply with that instruction.
- 26.4 If in the employer's opinion the employee has been unable to satisfactorily resolve the problem, the employer shall be entitled at its discretion to transfer the employee to an alternative position which the employer considers suitable, or if this is not possible, to terminate the employee's employment on six (6) weeks' notice or payment in lieu thereof.
- 26.5 Where an employee fails to declare a conflict of interest, or commercial risk, this may result in termination of employment without notice.
- 26.6 The employee shall not either directly or indirectly receive or accept for his/her own benefit or the benefit of any person or entity other than the employer, any gratuity, or payment of any kind from any person having or intending to have any business with the employer.
- 26.7 If the employer believes the employee may have entered into another employment arrangement, business relationship or activity which could bring the employee into conflict with his/her obligation under this agreement or which might adversely affect his duty of fidelity to the employer, the employee will on request, make full disclosure to the employer of all relevant matters.

## 27. Resignation/Termination

- 27.1 After the successful completion of (any applicable) trial period either party can terminate this agreement by the giving of **two** weeks written notice of termination for all staff with the exception of Registered Nurses whom are required to give **four** weeks written notice of termination. This shall not prevent the employer from summarily dismissing the employee for serious misconduct or other cause justifying summary dismissal.

- 27.2 The employer may terminate the employee's employment by giving such written notice as it deems appropriate if, as a result of mental or physical illness or disability the employee is rendered incapable of properly performing the duties to the standard required. This decision must be supported by professional advice.
- 27.3 The employee (with the exception of Registered Nurse staff) may terminate employment by giving the employer no more than two (2) weeks' notice in writing. Registered Nurse staff may terminate employment by giving the employer no more than four (4) weeks' notice in writing. However, this should not discourage the employee from expressing their intentions to the employer prior to giving notice.
- 27.4 The employer and employee may mutually agree to terminate employment on such notice as is agreed between them.
- 27.5 During the notice period, the employer may at time, do any or all of the following:
- 27.5.1 direct the employee to undertake such duties, directly or indirectly, related to employee's position as the employer thinks fit provided those duties fall within the employee's skills and experience.
  - 27.5.2 direct the employee not to report to work
  - 27.5.3 terminate the employee's employment earlier than the expiry of the notice period by making a payment in lieu of notice for the balance of the notice period.
- 27.6 If the employee fails to give the employer the required notice, the employee shall pay the employer a sum equivalent to the period of notice the employee failed to work out. This shall constitute a debt owed to the employer. The employer shall be entitled to deduct any debt from any remuneration and/or holiday pay to the employee upon termination.
- 27.7 Until the notice period has expired, the employee and employer shall remain bound by their mutual obligations of trust and confidence.

## **28. Abandonment of Employment**

- 28.1 Where an employee absents themselves from work for a continuous period of three rostered shifts without the consent of the employer, and without proper notification to the employer and without good cause, the employee shall be deemed to have terminated their employment without notice. Every endeavour will be made by the employer to contact the employee before terminating his/her employment.

## **29. Restructuring**

- 29.1 If the employee's position is determined to fall within the list of specified categories of employees as set out in Schedule 1A of the Employment Relations Act 2000 and its amendments then the provisions of Part 6A subpart 1 shall apply.
- 29.2 In all other situations where the employer decides to contract out sell or transfer part or all of its business, the employer will follow a good faith process when negotiating with any new employer about the restructuring of the business to the extent that it relates to affected employees. This process should include:
- 29.2.1 Giving the employee notice of its intention to contact the new employer to identify employment opportunities.



- 29.2.2 Keeping the union and employees informed about when and how discussions with the new employer will take place.
- 29.2.3 The employer alerting the new employer to any questions or concerns that affected employees may have regarding the sale, transfer or contracting out.
- 29.2.4 Reporting back to the union and employees as soon as is practicable following the conclusion of negotiations.
- 29.3 The employer shall provide the following information to the new employer:
  - 29.3.1 The employee's terms and condition of employment
  - 29.3.2 The employee's employment history when required.
  - 29.3.3 The skills and experience of the employee
  - 29.3.4 The status and responsibilities of the employee.
- 29.4 The employee consents to the employer disclosing this personal information to the new employer.
- 29.5 The employer will endeavour to discuss the following matters with the new employer:
  - 29.5.1 The new employer's projected staffing needs
  - 29.5.2 Identify the extent to which the employee's position may be affected by the restructuring.
  - 29.5.3 The employer will endeavour to have the new employer offer terms and conditions that are the same or substantially similar and which treat service for the new and old employer as continuous.
  - 29.5.4 If not, whether or not the new employer can offer an alternative position to the employee.
  - 29.5.5 Whether or not the employer will offer employment with continuity of service
  - 29.5.6 The notice period to apply
  - 29.5.7 How the new employer will communicate with employees who are to be offered new employment and the timeframe in which that will occur.
  - 29.5.8 If a selection process is to be used by the new employer, the terms of that selection process
- 29.6 If the employer in relation to the restructuring of the business has been able to arrange for the transfer of the affected employee to the new employer, the affected employee shall be able to choose to transfer or not to transfer as the case may be.
- 29.7 If the employer has not been able to arrange for the affected employee to transfer to the new employer or if the affected employee elects not to transfer to the new employer, the employer will meet with the union and the employee to:

29.7.1 Identify whether there are any alternative positions available

29.7.2 Discuss what contractual and statutory entitlements are available to the employee.

29.8 In the event of the employee's employment being terminated due to restructuring, the employee shall not be entitled to redundancy compensation.

### **30. Redundancy**

30.1 For the purpose of this agreement "redundancy" is defined as a situation where termination of employment occurs due to the employee's position becoming superfluous to requirements of the employer or as a result of any genuine business of the employer.

30.2 The employer shall consult with the union and potentially affected employees before terminating an employee's position due to redundancy.

30.3 Where the employee's employment is terminated on account of redundancy, the employee shall be entitled to four (4) weeks' notice provided that the employer may elect to pay the employer in lieu all or part of the notice.

30.4 In the event of the employee's employment being terminated due to redundancy, the employee shall not be entitled to redundancy compensation.

### **31. Return of Company Property**

31.1 The employee shall return all company property upon termination of employment or earlier if directed.

31.2 This includes but is not limited to all company keys, uniforms, notes, manuals, disks and documents pertaining to the employer's business, including all copies whether hard copies of electronic copies.

31.3 If at the time of termination of the employee's employment the employee has not returned any property that belongs to the employer, the employer may elect to deduct from the employee's final pay (including holiday pay) the reasonable depreciated value of the property.

### **32. Health and Safety**

32.1 The employer and the employee mutually accept their respective legal obligations for health and safety in the workplace under the Health and Safety in Employment Act 1992 and related regulations and codes of practice.

32.2 The employer accepts its responsibility to provide healthy and safe customs of work. The employee shall carry out all work in accordance with safe practice and shall not do anything or omit to do anything to expose him or herself or any other person to risk from injury.

32.3 The employee shall immediately report to management all accidents whether or not they result in injury. Failure to do so may be considered misconduct and may jeopardise first week compensation to which the employee may be entitled under the Injury Prevention Rehabilitation and Compensation Act 2001.

32.4 Where the employee lodges a work-related personal injury claim with the Accident Compensation Corporation the employee agrees to provide the employer with a copy of all completed claim forms as soon as possible after they are received.

- 32.5 In the interests of preventing work-related injuries and illnesses and maintaining a safe and healthy workplace the employee shall report any hazard which is an actual or potential cause or source of harm to the employee or others in the workplace. Any hazard, including unsafe behaviours, shall be reported to management as soon as the employee becomes aware of it.
- 32.6 The employee shall notify the employer immediately after they become aware that they may be suffering the effects of work related stress. The employee will co-operate with the employer by taking any necessary steps to reduce or remove the effects of such work-related stress.
- 32.7 The employee agrees to notify the employer immediately of any significant change to their work duties, place of work or work environment, in particular, where such a change may, or is likely to, have an impact on the employee's health.
- 32.8 The employee agrees to participate in any reasonable health monitoring activities required by the employer, as part of the employer's ongoing health and safety policies and procedures. This may include any other reasonable and similar health surveillance activities, adopted by the employer to monitor and safeguard the health and safety of its workforce.
- 32.9 Where the employer provides suitable protective clothing and equipment to protect the employee from harm arising out of a hazard, the employee shall wear/use such clothing and equipment in accordance with the employer's instructions. Failure to do so may result in disciplinary action. The employee shall report to management and defects or wear and tear in the clothing or equipment. Such clothing and equipment shall remain the employer's property.
- 32.10 The employee shall comply with the employer's Health and Safety Policy.

### **33. Misuse of Drugs and Alcohol**

- 33.1 The use and/or abuse of Drugs and/or alcohol in the workplace present situations where impairment could lead to lowering of safety standards and a likely increase in workplace accidents. In order to fulfil its statutory obligations the employer needs to eliminate the use of Drugs and/or alcohol in the workplace.
- 33.2 The employee agrees that the employer may conduct tests for both alcohol, legal and illegal drugs in the following specified manner and times:
- (i) Testing with cause and with or without notice
  - (ii) Post-incident testing after any work related accident, near accident or incident.
  - (iii) Post-treatment testing after counselling, rehabilitation or treatment for any drug problem, including drug dependency.
- 33.3 The employee agrees to comply with the employer's Drug and Alcohol Policy.
- 33.4 Subject to the employer's Drug and Alcohol Policy, an employee may be summarily dismissed if he/she returns a positive drug test for illegal drugs and/or alcohol or where the drug test indicates that prescription or over the counter drugs have been consumed and where safety issues are identified. Alternatively the company may choose to refer the employee to suitable treatment or provide other assistance. However, should any employee self-report a drug/alcohol problem prior to it becoming a disciplinary matter the company will aim to be sympathetic.

33.5 An employee who refuses to take a drug and/or alcohol test is in breach of this employment agreement and may be subject to disciplinary procedures for that refusal.

**34. Medical Information/Incapacity**

34.1 Where any employee is unable to carry out his/her normal duties due to an injury or illness the parties shall comply with the provisions of this clause.

34.2 Where the employee is required to provide a medical certificate, that medical certificate shall include the following information:

34.2.1 The name of the employee

34.2.2 The employee's address

34.2.3 The date of consultation

34.2.4 The period the employee is unfit for work

34.2.5 Any work related health and safety implications

34.3 If the employee's injury/illness relates to an ACC claim, without limiting the above requirements, the employee agrees to:

34.3.1 fully co-operate and participate in the development and implementation of any individual vocational rehabilitation plan and to undergo assessment arranged in consultation with the Accident Compensation Corporation, the employee's doctor and other treatment providers or medical specialists as may be required.

34.3.2 when requested by the employer, provide to the employer a copy of the any applicable occupational or medical assessment reports relating to the vocational rehabilitation or need thereof.

34.4 Where an employee is unable to perform his/her normal duties due to mental or physical illness, or accident, and will be unable to resume them within a reasonable period, the company may terminate your employment on such notice as it considers appropriate.

34.5 Before doing so, the company may require the employee to undergo a medical examination by a registered medical practitioner, with the agreement of the employee, at the expense of the company. The company will take into account any reports or recommendation made available as a result of that examination and any other relevant medical reports or recommendations submitted by the employee.

**35. Disciplinary Procedures/Suspension**

35.1 The employer has the discretion to temporarily suspend the employee from his/her duties where:

35.1.1 allegations that may amount to serious misconduct have been made

35.1.2 allegation that could affect trust and confidence have been made

35.2.3 other circumstances exist which would justify suspension

- 35.2 Whilst suspended the employee will be paid his/her normal pay unless the period of suspension becomes protracted as a result of undue delay caused by the employee or where the employee is not willing to provide a response as a result of a police investigation.
- 35.3 During the period of suspension the employee:
- 35.3.1 must be able to be contacted
  - 35.3.2 must be available to attend meeting
  - 35.3.3 may be required to conduct work from home or an alternative location determined by the employer
  - 35.3.4 may be instructed not to contact the employer's suppliers, residents or employees
- 35.4 Any issues relating to poor work performance, misconduct or serious misconduct shall be dealt with in accordance with the procedures set out in the employer's work rules and policies.

## **36. Resolution of Employment Relationship Problems**

### Statement of the Parties

It is the intent and purpose of the parties to this agreement to promote harmony and co-operation between the employer and its employees and to provide effective procedures for the prompt and equitable resolution of disputes which may arise from time and time between the employer and any employee covered by this agreement.

In accordance with the provisions of the Employment Relations Act 2000 the following procedures and services are available to the employer and employee for the resolution of all employment relationship problems.

### Definitions

**Employment Relationship Problem** includes a personal grievance, a dispute, and any other problem relating to or arising out of an employment relationship, but does not include any problem with the fixing of new terms and conditions of employment.

**Personal Grievance** means a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employees' organisation.

**Dispute** means a dispute about the interpretation, application or operation of an employment agreement.

Refer Section 103 of Employment Relations Act

### **Raising a Personal Grievance or other problem**

An employee who considers that he/she has a **personal grievance** must raise the grievance with the employer by making the employer aware of the personal grievance that the employee wants to have addressed.

The employee must formally raise the **personal grievance** in writing within 90 days of the action causing the grievance.

For any other **employment relationship problem**, (including a dispute) the employee should advise the employer of the existence and nature of the problem and that the employee wants something done about it.

Employees are entitled to seek representation at any time. The union may act for the Employee.

If the employment relationship problem cannot be resolved by discussion between the employer and employee, then either party may request assistance from the Department of Labour who may provide mediation services.

If the problem is not resolved by mediation, the employee may apply to the Employment Relations Authority for investigation and resolution.

### **37. Non – Solicitation**

The employee shall not at any time during the period of employment or for a period of six months after termination of employment, for whatever reason, either on the employee's own account or for any other person, firm, organization or company, solicit, endeavour to entice away a client/resident of the employer or prospective client/resident of the employer.

### **38. Study Leave**

- a. The Employer and employees are committed to staff education and development. Employees will be actively encouraged to attend courses relevant to their professional development.
- b. Employees shall be entitled to leave without deduction from wages for up to a maximum of 8 hours per annum, subject to the prior approval of the Employer to the education proposed to be taken. The approval of the Employer will not be unreasonably withheld.
- c. An employee is entitled to paid study leave at ordinary time for study leave approval under sub-clause (b), irrespective as to whether the course is undertaken within the ordinary hours of work.

### **39. Employer Owned Assets**

- a. The employee is required to take due care and diligence in the use and general treatment of any assets owned and/or used by the company.
- b. All equipment or other property of the company must be returned before receiving final wages payment. If equipment or other property is not returned, or is returned in an unsatisfactory condition, the company may deduct the cost of the equipment or any other outstanding money from remuneration due. In being a party to this agreement the employee gives written consent pursuant to the Wages Protection Act 1981 for such deductions.

#### **40. Savings Clause**

Nothing in this agreement shall operate so as to reduce the terms and/or conditions applying to any employee at the date of this agreement coming into force.

#### **41. Delegates Rights**

The employer will recognise delegates chosen by employee members as the Union representatives.

Delegates will be allowed reasonable paid time to conduct on-site union business such as:

- attending meetings with management
- attending meetings with NZNO staff
- attending meetings with members to discuss issues that relate to groups or an individual member.

#### **42. Union Meetings**

a. Union members shall be entitled to four hours paid time off to attend union meetings in each calendar year provided that each of the following conditions is fulfilled:

- At least 14 days notice of the meetings shall be given
- Work shall resume as soon as practicable after the finish of the meeting.
- The union parties will consult with the employer to ensure that the employer's business is able to be maintained during any union meeting.

b. The provisions of this clause shall be inclusive of any legislative entitlement to paid union meetings.

#### **43. Access to the Workplace**

- The authorised union representative shall be entitled to enter the office area and staff room area at reasonable times, in a reasonable way and in compliance with health and safety requirements for purposes related to the employment of its members and/or union business.
- 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 union representative will leave a written notice of the visit.
- The employer recognizes that it may not unreasonably deny a union representative access to the agreed workplace.

#### **45. Collective Employment Agreement to be Available**

Copies of this agreement shall be made readily available to all parties covered by the agreement.

#### **46. Union Fee Deductions**

The employees covered by this Collective Agreement shall have their union fees deducted from their pay and remitted to the appropriate Union office not less than monthly along with a list of the member's names and amounts deducted accompanying the payment.

#### 47. Definitions

**“Core Shifts”** means the shifts which are required to operate a care home at the baseline of expected occupancy. Core Shifts would only change in the event of a sustained change in occupancy. Any changes to core shifts are subject to c 10.10 and 10.11 . The total number of hours of core shifts which an individual employee works are recorded as minimum guaranteed core hours per c10.1.


**“Flexi Shifts”** means those shifts which are used to manage normal fluctuations in occupancy. Once a roster is posted any flexi- shifts which have been identified as being required cannot be cancelled. Flexi-shifts are not guaranteed beyond each roster period.

**“Ad hoc Shifts”** refers to any shifts which are required due to unpredictable circumstances after the roster has been posted. Ad hoc shifts which are offered and which an employee agrees to work can only be cancelled according to c.10.9.



In witness thereof this agreement has been executed by the parties

For Employer



Heritage Lifecare Limited

1/2/2019  
Date

For the NZ Nurses Organisation



Helen Kissell  
New Zealand Nurses Organisation

3/12/2018  
Date

## SCHEDULE ONE PAYMENTS AND BENEFITS

The following remuneration and benefits are provided:

### 1. Wages

- (a) Employees will be paid fortnightly by direct credit into their nominated bank accounts.
- (b) Wages will be paid in full fortnightly for hours worked up to midnight on Sunday and in the case of night shift workers up to 7.15.a.m. on Monday, by direct credit not later than Wednesday. Where a special holiday falls on a Monday, they shall be paid not later than Thursday.
- (c) Employees will be supplied with written details showing how wages are made up.
- (d) The employer shall, when requested by the Employee, provide access to, or a copy of, or an extract from all or any part of the wages and time record relating to the employee, to their union.
- (e) No deduction shall be made for wages except: Refer Clause 14 of CEA

The minimum hourly base rates are as follows:

#### Registered Nurses

Step 1	\$29.65
Step 2	\$30.02
Step 3	\$30.33

<b>Clinical Lead</b>	\$32.60
----------------------	---------

<b>EN/QA/Educator</b>	\$25.36
-----------------------	---------

<b>Caregiver &amp; Activity Coordinators employed after 1/7/17</b>	<b>1/7/2018</b>
--	-----------------

No qualification	\$19.80
NZHWB level 2	\$21.00
NZHWB level 3	\$22.50
NZHWB level 4(b)	\$24.50

<b>Caregiver &amp; Activity Coordinators employed before 1/7/17</b>	<b>1/7/2018</b>
---	-----------------

No qualification, < 3 years' service	\$19.80
NZHWB level 2 or 3+ years' service to 8 years	\$21.00
NZHWB level 3, 8+ years' service to 12 years	\$22.50
12+ years' service if achieved after 1 July 2017 (Level 4(a))	\$23.50
NZHWB level 4 or 12 years' service if achieved before 1 July 2017	\$24.50

### **Household/Laundry/Kitchen Assistants**

Step 1	\$16.50
Step 2	\$16.65
Step 3	\$16.87

### **Cooks**

Step 1	\$17.49
Step 2	\$17.65
Step 3	\$17.96

### **Criteria for progression through payscale**

#### **Registered Nurses:**

In order for RNs to progress through to the next step on the pay scale, they must have:

#### **Step 1 – Step 2:**

- Been employed for 12 months' continuous service
- Attended the following compulsory annual in-service educations:
  - Restraint
  - Manual handling
  - Infection control
  - Abuse and neglect
  - Fire evacuation
  - Hazard Management
- Should not have attended fewer than 80% of the RN/EN meetings without justification.
- Maintained their medication competency
- All InterRAI assessments for which they are responsible should completed/up to date unless there is just cause for lack of completion.
- All care plans for which they are responsible are completed/up to date unless there is just cause for lack of completion.
- Have received an annual performance review at which a satisfactory performance has been achieved for the previous 12 months.
- Employees will not be disadvantaged by the employer not completing the review in a timely manner. Satisfactory performance, which includes satisfactory attendance, will be assumed to be the case unless the employee is otherwise advised.

#### **Step 2 – Step 3:**

- Been employed for 24 months' continuous service
- Attended the following compulsory annual in-service educations:
  - Restraint
  - Manual handling
  - Infection control
  - Abuse and neglect
  - Fire evacuation
  - Hazard Management
- Should not have attended fewer than 80% of the RN/EN meetings without justification.
- Maintained their medication competency
- All InterRAI assessments for which they are responsible should completed/up to date unless there is just cause for lack of completion.

- All care plans for which they are responsible are completed/up to date unless there is just cause for lack of completion.
- Have received an annual performance review at which a satisfactory performance has been achieved for the previous 12 months.
- Employees will not be disadvantaged by the employer not completing the review in a timely manner. Satisfactory performance, which includes satisfactory attendance, will be assumed to be the case unless the employee is otherwise advised.

**Enrolled Nurses:**

**Step 1 – Step 2:**

- Been employed for 12 months' continuous service
- Attended the following compulsory annual in-service educations:
  - Restraint
  - Manual handling
  - Infection control
  - Abuse and neglect
  - Fire evacuation
  - Hazard Management
- Should not have attended fewer than 80% of the RN/EN meetings without justification.
- Maintained their medication competency
- Have received an annual performance review at which a satisfactory performance has been achieved for the previous 12 months.
- Employees will not be disadvantaged by the employer not completing the review in a timely manner. Satisfactory performance, which includes satisfactory attendance, will be assumed to be the case unless the employee is otherwise advised.

**Step 2 – Step 3:**

- Been employed for 24 months' continuous service
- Attended the following compulsory annual in-service educations:
  - Restraint
  - Manual handling
  - Infection control
  - Abuse and neglect
  - Fire evacuation
  - Hazard Management
- Should not have attended fewer than 80% of the RN/EN meetings without justification.
- Maintained their medication competency
- Have received an annual performance review at which a satisfactory performance has been achieved for the previous 12 months.
- Employees will not be disadvantaged by the employer not completing the review in a timely manner. Satisfactory performance, which includes satisfactory attendance, will be assumed to be the case unless the employee is otherwise advised.

**Housekeepers/Laundry:**

**Step 1 – Step 2:**

- Been employed for 12 months' continuous service

- Attended the following in-service educations:
  - Chemical safety
  - Infection control
  - Fire evacuation
  - Hazard Management
- Have received an annual performance review at which a satisfactory performance has been achieved for the previous 12 months.
- Employees will not be disadvantaged by the employer not completing the review in a timely manner. Satisfactory performance, which includes satisfactory attendance, will be assumed to be the case unless the employee is otherwise advised.

**Step 2 – Step 3:**

- Been employed for 24 months' continuous service
- Maintained attendance of at least 80% of rostered shifts
- Attended the following in-service educations:
  - Chemical safety
  - Infection control
  - Fire evacuation
  - Hazard Management
- Have received an annual performance review at which a satisfactory performance has been achieved for the previous 12 months.
- Employees will not be disadvantaged by the employer not completing the review in a timely manner. Satisfactory performance, which includes satisfactory attendance, will be assumed to be the case unless the employee is otherwise advised.

**Kitchen Assistants:**

**Step 1 – Step 2:**

- Been employed for 12 months' continuous service
- Achieved their stage 1 unit standards as required by the ARCC Clause D17.6c
- Attended the following compulsory annual in-service educations:
  - Restraint
  - Manual handling
  - Infection control
  - Abuse and neglect
  - Fire evacuation
  - Hazard management
- Have received an annual performance review at which a satisfactory performance has been achieved for the previous 12 months.
- Employees will not be disadvantaged by the employer not completing the review in a timely manner. Satisfactory performance, which includes satisfactory attendance, will be assumed to be the case unless the employee is otherwise advised.

**Step 2 – Step 3:**

- Been employed for 24 months' continuous service
- Attended the following in-service educations:
  - Chemical safety
  - Infection control
  - Fire evacuation

- Hazard management
- Have received an annual performance review at which a satisfactory performance has been achieved for the previous 12 months.
- Employees will not be disadvantaged by the employer not completing the review in a timely manner. Satisfactory performance, which includes satisfactory attendance, will be assumed to be the case unless the employee is otherwise advised.

**Cooks:**

**Step 1 – Step 2:**

- Been employed for 12 months' continuous service
- Attended the following in-service educations:
  - Chemical safety
  - Infection control
  - Fire evacuation
  - Hazard management
- Attended food safety handling course (if does not hold current certificate)
- Have received an annual performance review at which a satisfactory performance has been achieved for the previous 12 months.
- Employees will not be disadvantaged by the employer not completing the review in a timely manner. Satisfactory performance, which includes satisfactory attendance, will be assumed to be the case unless the employee is otherwise advised.

**Step 2 – Step 3:**

- Been employed for 24 months' continuous service
- Attended the following in-service educations:
  - Chemical safety
  - Infection control
  - Fire evacuation
  - Hazard Management
- Attended a food safety handling course (if does not hold current certificate)
- Have received an annual performance review at which a satisfactory performance has been achieved for the previous 12 months.
- Employees will not be disadvantaged by the employer not completing the review in a timely manner. Satisfactory performance, which includes satisfactory attendance, will be assumed to be the case unless the employee is otherwise advised.

A care-coordinator must hold, at minimum, the 12 ACE and Supp papers (under the old ACE Programme) or The ACE Programme (under the new ACE Programme) OR Stage 1 and 2 as outlined above towards the New Zealand Certificate in Health and Wellbeing (Level 3) Health Assistance. Care Co-ordinators shall be paid an allowance of \$1.00 per hour.

**2. Allowances**

Weekend Allowance

All staff with the exception of Registered Nurses working a weekend (midnight Friday to midnight Sunday-48 Hours) would receive an \$2/hour allowance. This replaces all other weekend allowances currently in place.

### Night Shift Allowance

All staff with the exception of Registered Nurses working a night shift will be paid \$1.50 per hour night shift rate.

### Registered Nurse night and weekend rates:

Night rate	\$2.30 per hour
Weekend day rates	\$2.30 per hour
Weekend Night rate	\$3.50 per hour

### On call Allowance:

- In the interests of health rostering practices, the parties agree that the allocation of On-Call time should be spread as evenly as practicable amongst those required to provide an On-Call roster and must be authorised by the relevant facility manager. .
- A Registered or Enrolled Nurse will only be requested to work on-call if the Clinical Lead or Clinical Manager is on leave and this will be by mutual agreement.
- Employees who are rostered to be On-Call during normal off duty hours shall be paid an On-Call allowance of \$11.00 per shift, except on Public Holidays when the rate shall be \$15.00 per shift. For the avoidance of doubt the public holiday rate will be paid where the majority of the shift is worked on the public holiday.
- The On-Call allowance is payable for all hours the employee is rostered On-Call. The On-Call allowance is not paid for the time the employee is required to return to work during rostered On-Call duties.

If an employee is required to return to work while On-Call, the time will be paid at the relevant hourly rate for a minimum of one hour. This will include travel time.

### Call-In Allowances

- In respect of all employees covered by this agreement other than those specified below - Where an employee is called and agrees to work a shift with less than 3 hours notice they shall be paid a call-in allowance of \$5 per shift.
- Clinical Lead/Registered Nurses/Enrolled Nurses/Nurse Assistants - Where an employee is called and agrees to work a shift with less than 5 hours notice they shall be paid a call-in allowance of \$10 per shift.

### Other Duties

Any employee required by the Nurse Manager to perform duties other than their usual duties shall be paid at the rate applicable to the work being performed if such rate is greater than their usual rate.





**SCHEDULE TWO****POSITION DESCRIPTIONS**

- Registered Nurse
- Enrolled Nurse
- Carer
- Care co-coordinator
- Junior Laundry
- Senior Laundry
- Kitchen Assistant
- Kitchen Hand
- Cook
- Senior Cook
- Housekeeper