



PURIRI COURT
LIFECARE



NEW ZEALAND
NURSES
ORGANISATION

TŌPŪTANGA
TAPUHI
KAITIAKI O AOTEAROA

COLLECTIVE EMPLOYMENT AGREEMENT

Between

HERITAGE LIFECARE LIMITED T/A

PURIRI COURT REST HOME & HOSPITAL

&

NZ NURSES ORGANISATION

1 July 2017 – 30 June 2019

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COLLECTIVE EMPLOYMENT AGREEMENT

1. Parties

- 1.1. The parties to this Collective Agreement are:
 - * Heritage Lifecare Limited trading as Puriri Court Rest Home and Hospital ('the employer')
 - * The New Zealand Nurses Organisation (representing its members).

2. Coverage

- 2.1. This agreement covers all members of the New Zealand Nurses Organisation who are employed by Heritage Lifecare Limited trading as Puriri Court Rest home and Hospital. It is agreed that the exception to this coverage clause is:
The General Manager, Assistant Manager, Clinical Manager, Administrator. The terms and conditions of the agreement are as set out below:

3. Definitions

- 3.1. The employees covered by this agreement will have job descriptions and each employee will perform such duties as required by the employer. The job descriptions may be changed from time to time. Employees will be consulted prior to any significant change.
- 3.2. "Permanent Full-time employee" means any employee rostered regularly for an average of 32 or more hours per week.
- 3.3. "Permanent employee" means an employee rostered regularly.
- 3.4. "Permanent Part Time employee" means an employee who is rostered regularly for less than 64 hours per fortnight.
- 3.5. "Casual employee" are those employees who are employed on an as and when required basis and are entitled to decline any work offered by the employer. The use of casual employment shall not reduce the opportunity for other permanent employees to extend their ordinary working hours at their standard hourly rate.
- 3.6. "Fixed Term employee" means any employee employed specifically on the basis that their start and completion of employment dates are clearly stated and agreed to by both the employer and the employee and who otherwise receive all of the wages, allowances and conditions in this agreement.
- 3.7. "Fortnight" means Monday to Sunday fortnight.
- 3.8. "Relevant Daily Pay" Relevant daily pay, for the purposes of calculating payment for a public holiday, an alternative holiday, sick leave or bereavement leave means the amount of pay that the employee would have received had the employee worked on the day concerned excluding any employer contribution payment into an employer superannuation fund.
- 3.9. "On Call" means a period when an employee is required by management to remain available to attend work during otherwise off-duty times.

4. Term of agreement

- 4.1. This agreement will commence on 1 July 2017 and will continue in force until 30 June 2019. This agreement supersedes any other written or unwritten agreement.
- 4.2. The Employer will review wages with the NZNO if, during the term of the agreement, the Health Care Centre receives an increase in their funding contracts from the Ministry of Health.
- 4.3. The Employer agrees to an out clause of this current agreement if NZNO are successful in obtaining a National or Partial National agreement for Age Care.

5. Duties and Responsibilities

- 5.1. The duties to be undertaken include those set out by the Employer and attached to this agreement. It is expected that those duties will be performed in accordance with the instructions of the Employer and that the Employee will devote all of his/her normal working hours and best endeavours to performing the duties outlined in a manner promoting the interests of the Employer.
- 5.2. The Employee may be required from time to time to perform any other duties within his/her capabilities in addition to those originally specified in the job description should the need for this arise. The Employee has a duty at all times to protect the assets of the Employer.
- 5.3. The Employee's duties are contained in the job description which is attached to this Agreement.

5.4. The Employee will comply with reasonable request to provide information on time worked. This will involve:

- Completing a time sheet on a weekly basis And
- Compliance with use of the time clock

5.5. Recommendations for hours per patient per week

Category	Caregivers	Registered Nurses (RN)	Total Care Hours
Rest Home: EAP Level B	12 Hours	2 Hours	14 Hours
Dementia Units EAP Level C	14.5 Hours	3.5 Hours	18 hours
Hospital EAP Level D	16.5 Hours	8 Hours A RN must be on duty at all times	24.5 Hours
Hospital EAP Level E	16.5 Hours	9 Hours A RN must be on duty at all times	25.5 hours
Hospital EAP Level F	16.5 hours	14 hours A RN must be on duty at all times	30.5 Hours

6. Places of Work

6.1. Puriri Court Rest Home & Hospital

7. Variations

7.1. Any matter in this agreement may be amended or deleted, or any new clause added; during its term by written agreement of the parties.

8. Savings

8.1. Nothing in this agreement shall reduce terms and conditions of any worker covered by this agreement.

9. Times and Hours of Work

9.1. All new employees at Puriri Court Lifecare will be at the time of offer of employment, informed that there is a CEA on site and provided the agreed contact details of the union.

9.2. Staff may be permitted to change shifts one with another by mutual arrangement and with the prior approval of the manager. Overtime or other penalty provisions shall not apply in these instances.

9.3. 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.

9.4. 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.

9.5. Time and one quarter will be paid for overtime for any hours worked over 10 hours per day or 80 hours per fortnight work period, that have been pre-approved by management.

9.6. For the purposes of this clause 'a week' shall mean Monday to Sunday inclusive.

- 9.7. The Employer will endeavour to accommodate the wishes of the Employee within the restraints imposed by the business needs of the Employer and the need for fairness between team members, particularly the distribution of weekend work and shifts. However, the employer may not be able to meet employees shift preferences and at times other shifts may need to be rostered.
- 9.8. Subject to the Employees' additional terms and conditions, the Employer shall have the right at any stage during your employment to vary the total hours worked by you or to vary the days worked by you, and times to meet changing workloads.
- 9.8.1. The process to be used in this case is as follows:
- Notification to staff of how many hours are to be increased or decreased and in which work area those changes are required.
 - Volunteers shall be sought from current employees.
 - Once the work area has been identified, in the case of reduced hours, there will be consultation so that the reduction of hours of work are spread fairly and evenly across the staff.
 - When the hours of work are increased, the same process will be applied, giving priority to those staff that have lost hours of work initially.
- 9.9. A break of nine hours between shifts will be allowed unless otherwise mutually agreed between the Employer and the Employee.
- 9.10. An allowance of \$10 will be paid if an Employee:
- 9.10.1. Called back {within 24 hrs of the shift starting} (not on call or casual staff) and those should be discouraged.
- 9.11. The employer will make every endeavour to have rosters available two weeks prior to start date but may be altered with mutual agreement. The Employer will undertake to notify people of any changes to a roster that occur within seven days of the roster commencement. The employer is the only person who can alter the rosters.
- 9.12. Unless mutually agreed between the Employer and the Employee there will be no more than one shift change per week.
- 9.13. Rest home and hospital staff will be paid for a fifteen-minute handover period.
- 9.14. On call allowance - Employees required to be on call during off duty times shall be paid an on-call allowance. Monday-Friday \$10.00 Saturday, Sunday and public holidays \$12.00
- 9.15. An eight hour per day is classed as a normal working day. 12-hour shifts are not recommended as a standard rostering pattern and shall occur only where clear clinical / service rationale supports this practise. Such shift patterns shall not compromise those employees who elect to work an eight-hour roster
- 9.16. Every employee shall have at least 24-hour periods off duty each week. No employee working 10 hours per rostered shift shall work more than five consecutive duties. Where five consecutive 12-hour duties are worked the employee must then have a minimum of 3 consecutive 24-hour periods off duty.
- 9.17. Broken shift is discouraged and can only happen with mutual agreement with the employer and employee.
- 9.18. Staff meetings arranged be the Facility Manager each month will be paid for staff to attend for one hour.
- 9.19. RN/EN/NA will be paid for the meal break on PM or Night Duty. Only one person will be paid, and this is the person who has the designated responsibility of that shift.

10. Policy and Rules

- 10.1. The Employee will be subject to and must observe and comply with all rules, policies and procedures in force from time to time as set out in the Employer's Policy and Procedure Manual/House Rules. The Employer must have all policies and procedures available for staff and to inform staff of changes. The Employer is entitled from time to time to amend, cancel or introduce such rules, policies and procedures as it considers necessary. Any Employee who breaches any of the rules, policies or procedures in the Employer's Policy and Procedure Manual/House Rules may be subject to disciplinary action, which may result in the termination of the Employee's employment.

11. Remuneration Details

- 11.1. The ordinary hourly rate shall be set out in the Employee's additional terms and conditions. Wages will be paid by direct credit to a bank account standing in the name of the Employee. Payment will be on a fortnightly basis and will be available to the Employee by Thursday after the pay period.
- 11.2. Employees shall be supplied with details of their wage/ salary calculations. These can be found in the attached schedule headed Remuneration Details.
- 11.3. The Employer may deduct from your wages and retain out of monies due to you from time to time including on termination of your employment such sum as may be equivalent to the amount being held by you on behalf of the Employer, together with any monies owed by you to the Employer and the fair value, taking wear and tear into due consideration, of any property belonging to the Employer for which you are unable to account. The Employer shall also be entitled to make a rateable deduction for time lost through the Employee's own default, sickness and accident, or at the Employee's own request.
- 11.4. In the event of an overpayment of wages to the Employee, the Employer may recover the amount of the overpayment by way of deduction from any subsequent payment due to the Employee, provided the Employee is given written notification of the Employer's intention to recover the overpayment, and such notice is given in accordance with the provisions of the Wages Protection Act 1983, and the Employee is advised of the amount to be recovered, a full explanation of the reasons for the overpayment is provided, and it was not reasonably practicable for the Employer to avoid making the overpayment. The signing of this Agreement provides the Employer with the consent required to recover overpaid wages.
- 11.5. An additional payment of 0.60 cents per hour will be paid for work on weekends by all staff except for Registered Nurses who will receive \$1.00 per hour. For night duties performed from hours 2300 to 0700 Monday through to Sunday, will receive an extra \$1.20 per hour for all staff except for RN who will receive \$2.00 per hour, except New Year's Day, Good Friday, Easter Monday and Christmas Day where time and a half apply. Weekend rate and night rate are not paid in conjunction with each other.
- 11.6. From time to time at the discretion of management, an employee who shows outstanding service to the facility may receive an increase in the base rate salary as determined by management on a case by case basis. This is most likely to occur at the time of the Staff Performance Appraisal.
- 11.7. Wage Deductions – The employer shall be entitled to make wage deductions in accordance with the Wages Protection Act 1983.

12. Meal Intervals and Refreshment Breaks

- 12.1. The Employer shall make available tea, coffee, milo, sugar, milk, hot water and tea making facilities. The Employee shall be entitled to two (2) paid 10-minute refreshment breaks and an unpaid thirty (30) minute meal break in any shift exceeding six hours duration. All staff that work a night shift will be entitled to an allowance of \$3.00 per shift.

13. Performance Appraisals

- 13.1. The Employer will endeavour to conduct a twelve-monthly review of the Employee's position, duties and performance. A salary review shall take place annually. For new staff a performance review should take place within the first three months of employment.

14. Confidential Information

- 14.1. The Employee undertakes not to disclose to any person, or make use of, any information or material regarding personal details of any other Employee that has been obtained during the course of their employment with the Employer.
- 14.2. The Employee shall not remove or copy any confidential, or commercially sensitive and commercially valuable information, including client or customer information, from the Employer's premises without the consent of the Employer.
- 14.3. The restrictions contained in the preceding two clauses under this heading do not apply to:
 - 14.3.1. The use or disclosure of such information in the normal course of the Employee's duties; and
 - 14.3.2. Information which has already become public knowledge other than as a result of a breach of this clause by the Employee.

- 14.4. The restrictions contained in the first two clauses under this heading apply both during the term of this agreement and after the expiry of the agreement.
- 14.5. Employees shall not at any time or for any reason, whether during the term of this agreement or after its termination, use or disclose to any person any confidential information relating to information, or trade secrets of the Employer except so far as may be reasonably necessary to enable the Employee to fulfil their obligations under this agreement.
- 14.6. Employees shall not disclose any confidential information to any other employee who is not authorised to receive it.
- 14.7. Employees shall not use any confidential information relating to the Employer's business, or information gained through their employment, to their own benefit, as distinct from the benefit of the Employer.
- 14.8. Employees shall not use or attempt to use any confidential information in any manner, which may injure or cause loss whether directly or indirectly to the Employer.
- 14.9. During the course of employment or after termination of employment with the Employer, the Employee shall not directly or indirectly make a record of, or divulge, or communicate to any other person, any information regarding the Employer's business, or any matters associated with the Employer. When requested, the Employee hereby agrees to sign a Statutory Declaration stating they are collecting commercially sensitive and valuable information only to perform the tasks required by the Employer, which the commercially sensitive and valuable information will not be passed to others during and after the term of employment. The Employee also irrevocably agrees to sign a Statutory Declaration stating they have returned all copies, in any and every form, of all commercially sensitive and valuable information on the termination of employment with the Employer.

15. Other Employment and Conflicts of Interest

- 15.1. The Employee shall not set himself/herself up or engage in private business or undertake other employ in direct or indirect competition with the Employer using knowledge or materials gained during the course of employment with the Employer. However, if an employee wishes to undertake paid or unpaid work elsewhere they must seek written permission from the on-site manager which permission will not be unreasonably withheld.

16. Meetings and Education

- 16.1. The Employer will pay for a normal working day of study leave per year for Registered and Enrolled Nurses/Nurse Assistants.
- 16.2. The Employer views orientation, ongoing education and training as important for the Employee, clients and the Employer and it is incumbent on the Employee to take all reasonable steps to keep abreast and up to date and to undertake any accredited education programme prescribed by the Employer or as may be required by the Employer's contractual arrangements with the DHB or Ministry of Health.
- 16.3. The Employer will provide an induction and orientation programme and run a series of in-service education sessions for Employees during the year and it is a requirement of this Agreement that the Employee completes the orientation programmes within the first three (3) months and attends a minimum often (10) education sessions per year at those times required by the Employer. Such education sessions will be paid at normal rate of pay, there will be no payment for travel time. The Employer will endeavour to schedule training at a mutually agreeable time that will minimise the need for travel.
- 16.4. 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 12 months of attendance of any paid training, the cost of the training will be reimbursed by the Employee to the Employer upon termination.
- 16.5. Heritage Lifecare Limited will provide in-service training as per the corresponding ARC agreement.
- 16.6. Where the Employee is engaged in a course of study approved by the Employer, the Employee is entitled to paid study leave as follows:
 - Attendance at lectures or tutorials, up to a maximum of eight hours
 - Preparation for examination, up to a maximum of eight hours

- Attendance at final examinations, the day of the examination

16.7. Training – Equal Pay Settlement

16.7.1. Puriri Court will ensure that staff whom are covered under the equal pay settlement are able to attain training in line with the Care and Support Worker Pay Equity Settlement Bill.

17. Uniforms

- 17.1. The Employee will be supplied with at least two (2) uniforms designated by the Employer which must be worn at all times whilst on duty. Uniforms consist of either (a) smock or (b) tunic top or (c) polo shirt and shorts or long trousers.
- 17.2. The Employee is required to provide their own cardigans and footwear as needed.
- 17.3. The Employee shall wear the complete uniform as supplied and shall maintain the uniform in a clean and presentable condition at all times.
- 17.4. Upon termination, the Employee must return the complete uniform in a clean and presentable condition.
- 17.5. Proven neglect of a uniform shall result in costs for said uniform being asked of the employee. Fair wear and tear of uniforms is expected.

18. Qualifications

- 18.1. All Caregivers are to complete the ACE Core Programme and ACE Advanced Programme or the equivalent Careerforce programme. All Employees including Registered Nurses, are to be enrolled in the ACE Dementia Programme or the equivalent Careerforce programme within six (6) months of commencement of employment and are to complete it within twelve (12) months. The employer will pay the cost of the ACE Programmes, however should the Employee's employment be terminated within 12 months the Employee may be required to reimburse the cost of the programme.
- 18.2. Where the Employee is a Registered Nurse, the Employee's name must be entered on the Register of the Nursing Council of New Zealand as a Registered Nurse.
- 18.3. Where the Employee is employed in an established Nurse Assistant (Enrolled Nurse) position, the Employee's name must be entered on the Role as a Nurse Assistant. (Enrolled Nurses who graduated before 2000 keep their previous titles.)
- 18.4. This Agreement shall be conditional upon the Employee, if a Registered Nurse or Nurse Assistant (Enrolled Nurse), maintaining a current Annual Practising Certificate issued by the Nursing Council of New Zealand. It is the Employee's responsibility to renew such certificate on an annual basis whilst employed by the Employer.
- 18.5. The Employer will pay for the cost of a Registered Nurse's Annual Practising Certificate on the submission of an authorised expenses claim form. However, the Employer reserves the right to deduct the cost of the Annual Practising Certificate from the Employee's final pay if the Employee leaves within six months.
- 18.6. Puriri Court recognises Careerforce as its NZQA education provider and is committed to providing assessment and support structures for employees at the facility to attain further skills.
- 18.7. Assessors – Heritage Lifecare Limited will ensure access to qualified assessors to enable completion of qualifications.
- 18.8. Observers – Puriri Court will use RN's and Senior Caregivers who know the trainee and would normally be responsible for ensuring that work is completed to the required standard.
- 18.9. Verifiers – Verifiers are Registered Nurses that work with the trainee and can attest that the trainee can complete the task being assessed to the required standard continuously which provides the proof the assessor needs to show that the trainee can do the practical work and can apply the theory in a day to day practice.

19. Vaccinations

- 19.1. The Employer will pay for annual flu vaccinations and vaccinations for Hepatitis B as required through the company Doctors. However, where these are free of charge because of government policy, then the employee will avail themselves of the free vaccinations.

20. Annual Holidays

- 20.1. Employees are entitled to 4 weeks paid annual leave per annum calculated in accordance with the provisions of the Act on completion of one year's service with the Employer.
- 20.2. Annual Holidays shall be taken at a time to be agreed by the Employer and the Employee and failing agreement, as directed by the Employer. The Employer shall not unreasonably withhold consent for the leave. The Employer shall give not less than 14 days' notice of the requirement for the Employee to take annual leave. The Employee shall give not less than 2 weeks' notice of dates preferred for annual leave.
- 20.3. The Employee may take annual holidays in advance if the Employer agrees.
- 20.4. If this agreement is terminated before the Employee has completed 12 months' continuous employment, the Employee shall be entitled to 8% of their gross earnings at the date of termination as holiday pay.

21. Public Holidays

21.1. Definitions:

"Relevant Daily Pay" for the purposes of calculating payment for a public holiday means the amount of pay the Employee would have received had the Employee worked on the day concerned and shall include payments for overtime if those payments would have been received on the day concerned. "Otherwise Working Day" shall mean where the Employee's cyclic or rotating roster pattern fell on one of the 11 public holidays specified in the Holidays Act.

Public holidays now come in two groups:

- 21.1.1. Christmas Day (25th December), Boxing Day (26th December), New Year's Day and the day after (1st & 2nd January).
- 21.1.2. All other holidays: Waitangi Day (6th February), Good Friday and Easter Monday (dates variable), ANZAC Day (25th April), Queens Birthday (first Monday in June), Labour Day (fourth Monday in October) and Provincial Anniversary Day (date determined locally).
- 21.2. The Employer shall be entitled to require the Employee to work on a public holiday. Where such a day is worked, the Employee shall be paid at the rate of one and one half times their hourly rate for the hours actually worked and shall also receive an alternative paid holiday of one day at a later date, the timing of which is to be determined by agreement between the Employer and the Employee, or in the absence of agreement, according to the Holidays Act.
- 21.3. The Employee shall be entitled to 11 public holidays per year, in addition to annual leave. Where the day in question would otherwise be a working day for the Employee, the Employee shall be entitled to pay on that holiday.
- 21.4. Where any of the holidays specified in 21.1 of this clause occur during the currency of the full-time employee's annual holiday, the employee shall have an additional day on pay for each such special holiday so occurring added to the annual holiday.
- 21.5. Where Christmas Day (25 December), Boxing Day (26 December) and New Year's Day and the following day (1st and 2nd January) fall on a Saturday or Sunday the following shall apply:
 - 21.5.1. Employees who work on the Saturday or Sunday on which Christmas Day, Boxing Day and/or 1st and 2nd January falls shall be paid at time and one half at their ordinary hourly rate for all hours worked and get a paid alternative day off.
 - 21.5.2. Employees who work on the officially recognised Christmas Day, Boxing Day, New Year's Day or the day following (2nd January) (i.e. the transferred holiday on the following Monday/Tuesday) shall be paid for that holiday at time and one half at their ordinary hourly rate for all hours worked and get a paid alternative day off.
 - 21.5.3. Employees who work on the days Christmas Day, Boxing Day and/or 1st or 2nd January fall AND the officially recognised transferred holidays shall receive entitlement for either Clause (a) or (b) but not both. An employee cannot be entitled to more than four public holidays over the Christmas and New Year period, regardless of his or her work pattern. Where the employee works both the actual holiday and the transferred day, the actual day will be at time and one half and the transferred day at ordinary time. All other public holidays are celebrated on the day on which they fall. In years where Waitangi Day (6th February) or Anzac Day (25th April) fall at the weekend, employees who do not normally work on the weekend have no entitlement to payment for the day.

21.6. Where the employee is required, or has agreed to work on a public holiday, but is unable to because the employee, his spouse or dependant is sick or injured, or the employee suffers a bereavement, the public holiday is treated as a public holiday and the employee is entitled to be paid his relevant daily rate, and not in accordance with the above calculation, and the employee does not become entitled to an alternative day in lieu.

22. Long Service Leave

- 22.1. One special holiday of 2 weeks after completion of 15 years' service, a further special holiday of 3 weeks at 20 years and 4 weeks at 25 years' service.
- 22.2. All Long Service Leave entitlements must be taken before the next entitlement anniversary date. All entitlements not used before the next entitlement anniversary date will be forfeited. Long Service Leave cannot be cashed up.

23. Sick and Bereavement Leave

- 23.1. Following the completion of six months' continuous employment the Employee shall be entitled in each ensuing period of twelve months to 6 days paid sick leave.
 - 23.1.1. On employees fourth year anniversary of employment they shall be entitled to one further day of sick leave per year in addition to clause 23.1 (a) above.
- 23.2. Such sick leave may be taken only when:
 - 23.2.1. The Employee is sick or injured; or
 - 23.2.2. The spouse of the Employee is sick or injured; or
 - 23.2.3. A person who depends on the employee for care is sick or injured.
- 23.3. The employer recognises that at times people are requiring a significant amount of time off as a result of a serious illness/condition or injury. It is important employees have financial security during these times therefore the employer would like to extend the number of sick leave days which can be accrued by each employee to 40 days.
- 23.4. Unused sick leave, including accumulated sick leave, is not paid out by the employer if employment ends.
 - 23.4.1. The Employer may require proof of sickness or injury for sick leave:
 - 23.4.2. 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 those days would otherwise be working days for that Employee; or
 - 23.4.3. if the employer has reasonable grounds to suspect that the sick leave being taken by the employee is not genuine because none of the grounds in (b) above exist; and the employer informs the employee as early as possible that proof is required.

Payment for the leave may be withheld from the employee until proof of sickness or injury is produced by the employee. A medical certificate from a registered medical practitioner is sufficient proof.
 - 23.4.4. Additional special sick leave will be available where the employee contracts work related illness. This needs to be verified by the Clinical Services Manager/Facility Manager. Additional sick leave at the discretion of the CSM/FM.
 - 23.4.5. Employees are to notify the Employer of the need to take sick or bereavement Leave in advance where possible, and as soon as possible or alternatively before the start of the working day.
 - 23.4.6. Employees can access their sick leave balance upon request to on site manager.
- 23.5. The employee is entitled, after 6 months' continuous employment, to 3 days' bereavement leave where the bereavement results from the death of the Employee's spouse, parent, child, brother, sister, grandparent, grandchild, father-in-law, and mother-in-law.
- 23.6. The employee is entitled, after 6 months' continuous employment, to 1 days' bereavement leave and an additional day of unpaid bereavement leave on the death on any other person if the Employer accepts that the Employee has suffered bereavement. The relevant factors include:
 - 23.6.1. The closeness of the relationship or association between the employee and the deceased
 - 23.6.2. Whether the employee may have any responsibility for arrangements for the ceremonies relating to the death;
 - 23.6.3. Any cultural responsibilities the employee has in relation to the death.
- 23.7. 'Spouse' includes a de facto spouse or same sex partner.

- 23.8. The employee agrees to complete the employer's bereavement application form when requested to do so.
- 23.9. Employees are to notify the Employer of the need to take Bereavement Leave in advance where possible or alternatively before the start of the working day.

24. Parental Leave

- 24.1. The Parental Leave and Employment Protection Act 1987 is incorporated into this agreement.

25. Jury Service

- 25.1. The parties of this agreement 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.
- If however, leave of the court is not granted, the employee should make an appointment with the management to discuss options including hardship.

26. Employee Obligations

- 26.1. The offer of employment is based on information provided by the Employee in their application form, resume, pre-employment questionnaire and formal job interview(s). If any false or misleading information was given or any material facts suppressed, the Employee may be dismissed for serious misconduct.
- 26.2. The Employee has disclosed to the Employer any injuries and/or illnesses previously suffered that may affect an Employee's ability to effectively carry out the duties for which they have been employed. A breach of this clause could mean that workplace injuries sustained by the Employee may not be approved or accepted by the ACC and/ or the Employer.
- 26.3. All new employees will be advised of the names of the delegates on site and all delegates will be informed of new employees commencing work at Puriri Court.
- 26.4. During normal working hours Employees shall devote the whole of their time, attention and abilities in carrying out their duties.
- 26.5. Employees shall carry out their duties well, faithfully and diligently, providing the Employer the full benefit of the Employee's experience and knowledge.
- 26.6. Employees shall use best endeavours to promote, develop and extend the Employer's business interests and reputation and not do anything to its detriment.
- 26.7. Employees must declare any interest in any business of any kind in which the Employee may potentially be in conflict or in competition with the business of the Employer. Further, Employees may not, whilst in the employ of the Employer, invest personal monies, obtain an interest in or establish any other business that may be deemed to be in competition with the Employer or its principals, without the written permission of the Employer.

27. Workplace Practices

- 27.1. Under no circumstances must Employees come to work under the influence of alcohol or drugs, unless the drugs are prescribed by a doctor. No alcohol or non-prescribed drugs are to be brought onto the premises of the Employer.
- 27.2. Employees must report to work in such a condition that they are able to perform duties properly and safely.
- 27.3. Deliberate or unreasonable wasting of time will not be tolerated.
- 27.4. Under the Smoke Free Environments Act, all areas are totally smoke-free. All staff and visitors must comply with these regulations.
- 27.5. It is an offence for any employee to use threatening, abusive or insulting actions or language likely to cause ill-will against any person or group, whether on the grounds of religion, colour, race, or ethnic origins, or age of the person or persons, or any other grounds.
- 27.6. Sexual harassment will not be tolerated by the Employer and disciplinary action will be taken if allegations of sexual harassment are substantiated. The Employee will be provided with a written explanation of the steps that will be taken by the Employer in dealing with allegations of sexual harassment.

27.7. Unauthorised removal or unauthorised possession of the Employers property or the property of another Employee is not permitted.

28. Use of Surveillance Cameras

28.1. The Employer may use surveillance cameras to investigate losses, as a deterrent, or for safety and security reasons. Cameras may be concealed or in plain view. The Employee is aware that he or she may be monitored by surveillance cameras while working for the Employer. The Employee consents to collection of information in this way. The Employer will abide by the provisions of the Privacy Act 1993 when collecting and storing such information.

29. Professionalism

29.1. Professional behaviour and attitude is required in all Employees' dealings with principals, customers, staff or clients of the Employer.

29.2. An appropriate standard of dress, as determined by the Employer, is required at all times.

30. Health and Safety

30.1. The Employee should take all practicable steps to ensure his or her own safety while at work and that no action or inaction by the Employee while at work causes harm to any other person.

30.2. The Employee is to ensure safety procedures are followed at all times. The Employee must ensure that they know the Employer's health and safety rules and procedures. If Employees do not comply with the rules and procedures, disciplinary action may be taken.

30.3. The employee shall immediately report any hazard, work-related accident, incident or illness to management.

30.4. If the Employee has any concerns in regard to their safety or the safety of others in the workplace, the employee is to report this to the Employer who will take all practicable steps to provide and maintain a safe work environment.

30.5. In the event that the employee intends seeking assistance from any health professional then the employee shall, whenever possible, advise management prior to attending any appointment with the health professional.

30.6. In the absence of any ACC legislation to the contrary the Employer may terminate an Employee after 3 months if, as a result of physical disability an Employee is rendered incapable of the proper ongoing performance of his or her duties under this agreement.

Termination of the Employee's employment for the reasons outlined above shall not occur until:

30.6.1. The Employer has obtained informed medical opinion that the employee will not be able to perform their duties for at least 3 months, and

30.6.2. The Employer has considered redeploying the Employee on alternative activities and can show the union that there are no suitable vacancies in the organisation, and

30.6.3. The Employer has taken all reasonable steps to consult the Employee, and

30.6.4. The role is a key role and it would not be practical to hold the Employee's position open.

30.6.5. If Investigation proves the accident was caused through unsafe practise relative to our Policies and Procedures; the Employee's position will not be hold open for longer than 6 weeks.

30.7. In the event that the employee fails to comply with this clause or any other reporting requirements as set out by the company from time to time then the company reserves its right to dispute any claim on the Employer by ACC or the Employee.

30.8. Health and Safety reps are to be elected, as under the Act, and there is to be a commitment to establish employee participation structure in the workplace. There are two days paid leave per annum for the Health and Safety reps.

31. Media Statements

31.1. No statements are to be made or interviews given to media representatives without the express written permission of the Employer.

32. Protection from Disadvantage/Sale or Transfer of Business

- 32.1. Where the work of any employee bound by this agreement is affected by the contracting out, sale, or transfer of all or part of the business the Employer shall consult with the parties to this agreement and those directly affected Employee(s) prior to any contract being signed by the employer.
- 32.2. The Employer shall take all reasonable steps to ensure that any contract entered into, which will result in the whole or part of the business being contracted out, sold or transferred to:
 - 32.2.1. Offer the directly affected Employee(s) employment in the business that has been contracted out, sold or transferred that is in the same or substantially similar capacity as that in which the Employee is willing to accept; and
 - 32.2.2. Agree to treat service with the Employer as if it were service with the contractor or purchaser and as it were continuous; and
 - 32.2.3. Offer conditions of employment to the Employee(s) which are the same or substantially similar to the conditions of employment set out in this agreement.
- 32.3. Where the Employer is successful in securing such contractual arrangements with the person acquiring the business, the directly affected Employees shall not be entitled to any of the redundancy provisions set out in clause 33.1 of this agreement.
- 32.4. If, after all reasonable steps have been taken, the Employer fails to secure such contractual arrangements with the person acquiring the business the directly affected Employee(s) shall be declared surplus to the requirements of the Employer and the redundancy provisions set out in clause 32 of this agreement shall apply.

33. Redundancy

- 33.1. A redundant Employee shall mean an Employee whose employment is terminated as being surplus to existing requirements by reason of the closing down or reorganisation of the whole or part of the Employer's operation with the operation of another Employer. Consultation with employees before final decision made; redeployment where practicable; if redundancy required, one months' notice.

34. Disciplinary Procedures

- 34.1. Before entering into a formal disciplinary process, the Employee will be given a reasonable opportunity to improve. This may be in the form of an informal verbal reprimand. The intent is to encourage the Employee to behave in a manner that is appropriate to their employment. In some cases, it may be more appropriate to move directly to the formal procedures.
- 34.2. Before considering any form of disciplinary action an investigation into the alleged misconduct must be carried out promptly.
- 34.3. Prior to any disciplinary meeting, the Employee will be advised of the specific allegation and of the likely consequences should the allegation be found to be true. The Employee will also be advised that they are entitled to have a support person at the formal disciplinary meeting. During the meeting the Employee will be given an opportunity to explain or deny the allegation. The Employee's explanation and any mitigating circumstances will be considered before a decision is made on the appropriate course of action.
- 34.4. If the Employer decides to issue a warning, this will be formally and clearly issued and confirmed in writing. The Employee will be advised of any corrective action that is required and the consequence of continued or further instances of misconduct or substandard job performance.
- 34.5. There are 4 steps in the formal disciplinary procedure that will generally be followed:
 - 34.5.1. Verbal warning
 - 34.5.2. Written warning
 - 34.5.3. Final written warning
 - 34.5.4. Dismissal
- 34.6. Note: Warnings are not limited to repetitions of the same or a similar offence but may be applied to offences of a different nature.
- 34.7. Note: All warnings will remain effective indefinitely.
- 34.8. Where misconduct or substandard work performance is considered serious enough, a written warning, final written warning, or dismissal, may be issued without a verbal or written warning preceding it.

35. Suspension

- 35.1. The Employer may suspend the Employee from his or her duties if necessary where serious misconduct is alleged or being investigated. The Employer will seek the Employee's input before suspension. Suspension will be on ordinary pay for a period of up to 5 days.

36. Termination of Employment

- 36.1. Either party may terminate this agreement on not less than 2 weeks' notice in writing to the other party, unless a lesser period of time is agreed upon by both parties.
- 36.2. Should the Employee leave without the required notice period being given, the Employer may deduct pay for the period of notice not actually worked from the Employee's final pay (including holiday pay).
- 36.3. Where the Employer terminates the agreement under this clause, the Employer may elect to pay wages/salary in lieu of the Employee having to work out the notice period.
- 36.4. Serious misconduct by an Employee may give rise to summary dismissal and no notice period will be given to the Employee by the Employer. Conduct that may give rise to summary dismissal is described in the Disciplinary Policy & Procedure.
- 36.5. Upon termination the Employee shall immediately deliver up to the Employer all records, equipment, keys, and any other property belonging to the Employer to the satisfaction of the Employer.

37. Termination for Medical Reasons

- 37.1. The Employer may terminate the Employee's employment by giving such notice to an Employee that the Employer deems appropriate in the circumstances if, as a result of mental or physical illness an Employee is rendered incapable of the proper ongoing performance of his or her duties under this agreement.
- 37.2. Termination of the Employee's employment for medical reasons shall not occur until:
- 37.2.1. The Employer has taken reasonable steps to consult the Employee (or, if the Employee is mentally incapable, the Employee's next of kin or medical practitioner)
- 37.2.2. The Employer has taken all reasonable steps to obtain informed medical opinion as to the Employee's ability to perform the required duties under this agreement, and
- 37.2.3. The Employer has considered redeploying the Employee on alternative duties.

38. Abandonment of Employment

- 38.1. Where the Employee is absent from his or her place of work for a continuous period of 3 working days without notifying the Employer or without good reason, the Employee shall be deemed to have abandoned their employment.
- 38.2. The Employer acknowledges that before an Employee is deemed to have abandoned his/her employment, there is a duty on the Employer to take reasonable steps to find out why the Employee has not contacted the Employer.
- 38.3. The parties agree that before the Employee is deemed to have abandoned their employment the Employer shall take reasonable steps to contact the Employee.
- 38.4. Such reasonable steps may include one or more telephone calls (where the Employee has a telephone), made on a daily basis, and at the Employer's discretion one or more of the following:
- 38.4.1. One letter sent by either registered post, courier, fax, or e-mail, whenever these facilities are available, from the Employer to the Employee's last known contact details.
- 38.4.2. The parties also agree that throughout the term of employment, the Employee shall keep the Employer informed of the Employee's current home address and contact telephone number.
- 38.4.3. If employees leave the Employer's service without notice and without good cause, as in 37.1, they shall forfeit two working week's pay.

39. Employment Relationship Problems

- 39.1. The procedure for settlement of personal grievances and disputes concerning the interpretation, application, or operation of this agreement shall be the procedure referred to in the Employment Relations Act 2000 and is outlined in the Employment Relations Act Schedule attached to this agreement.

40. Non-Solicitation

40.1. 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, organisation or company, solicit, endeavour to entice away from or discourage from being employed by the Employer, any other employee or actual client/ customer or prospective client/ customer of the Employer.

41. Union Delegates Paid Time

- 41.1. The Employer will pay Union Delegates for time used in negotiations on-site.
- 41.2. NZNO fee deductions, employer shall deduct when requested.
- 41.3. Stop work meetings up to total of four hours per employee per calendar year. Require fourteen days written notice to hold stop work meeting. List of names of attendees at stop work meeting to be provided to the employer.
- 41.4. Recognition of delegates should be recognised by employer, no wage deduction for any reasonable time on union business.
- 41.5. Right of entry - union organiser on identification of themselves can enter workplace at all reasonable work times. Must not be unreasonable interfering with running of business.

42. Confidentiality of Employment Agreement

42.1. This agreement and its contents are confidential. The Employer and the Employee or their authorised representatives will not communicate it or any part of it to any other party.

43. Employment Relations Act 2000

- 43.1. The employer shall grant paid Employment Relations Education Leave in accordance with the provisions of Part 7 of the Employment Relations Act, 2000.
- 43.2. The maximum number of days of Employment Relations Leave granted per annum shall be based on the formula set out in the Employment Relations Act 2000. The formula is based on the Acts' definition of an 'eligible employee'. It should be noted that eligible employees must be union members.

Full Time Equivalent Eligible Employees	Max Days of Employment Relations Education Leave the Union may allocate
1-5	3
6-20	5
51-280	1 day per 8 FTE or part of that number
281- more	35 days plus 5 days for every 100 FTE or part of that number that exceeds 280

- 43.3. An eligible Employee who normally works 30 hours or more equals 1 FTE. An eligible Employee who normally works less than 30 hours per week equals 0.5 FTE.
- 43.4. As of the 31st March each year the Unions party to the agreement shall notify the employer of the:
 - 43.4.1. Maximum number of employment relations education leave days, and
 - 43.4.2. Details of the calculation
- 43.5. Employees who have been allocated employment relations education leave by the Unions party to the agreement shall advise the Employer as soon as possible and not later than 14 days before the first days of such leave.
- 43.6. The Employer shall not refuse an eligible employee from taking Employment Relations Education Leave unless taking the leave on the dates notified would unreasonably disturb the organisation's business.

44. Undue Influence

- 44.1. The Employee acknowledges that they are entering into this agreement on a voluntary basis. The Employee also acknowledges that they know that they may join a union and that they have not and will not be influenced by the Employer in this choice.
- 44.2. The Employee acknowledges that he or she has had the opportunity of seeking independent advice before entering this agreement.

45. Kiwisaver

45.1. As per current legislation. See Employer for details.

46. Right of Entry

46.1. Right of Entry - union organiser on identification of themselves can enter at all reasonable work times workplace, must not be unreasonable interfering with running of business.

47. Sale or Transfer of Business

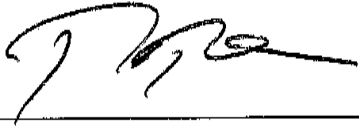
47.1. Transfer of undertaking, the employer shall undertake on the sale, transfer of contracting out of the business that the employee shall be offered work on terms and conditions of employments no less favourable than the CA.

48. Remuneration Schedule

48.1. Caregivers and Activities employees will be as per the Care and Support Workers (Pay Equity) Settlement Act 2017. Should the government provide additional funding to support RN rates following the agreement of the DHB MECA, Heritage Lifecare will pass on the full entitlement.

Pay Rates	1 July 2017-2018	1 July 2018-2019
Registered Nurses		
RN 2 years or more Puriri Court Experience	\$28.25	\$29.66
RN 1-year Puriri Court Experience	\$27.20	\$28.56
RN Experience in Aged Care	\$26.16	\$27.57
New Graduate	\$25.11	\$26.37
Enrolled Nurse		
	\$23.50	\$24.50
Health Care Assistants		
Health Care Assistant, Activities Coordinator, Caregiver, Recreational Therapist, Divisional Therapist, Physiotherapy Assistants and Occupational Therapy Assistant		
No formal qualification or less than 3 years' service	\$19.00	\$19.80
NZQA Level 2 or more than 3 years' service	\$20.00	\$21.00
NZQA Level 3 or 8 years' or more service	\$21.00	\$22.50
NZQA Level 4 or 12 or more years' Service	\$23.50	\$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	\$23.50
Domestic Staff and Kitchen Hand		
>2 Years' Service	\$17.00	\$17.50
1 - 2 Years' Service	\$16.75	\$17.25
0 - 12 Months	\$16.00 (increase to \$16.50 when minimum wage increase)	\$16.75
Cook		
With ticket	\$18.78	\$20.00
Without ticket	\$17.70	\$18.50
First 6 months	\$16.83	\$17.50
Maintenance		
	\$17.64	\$18.16

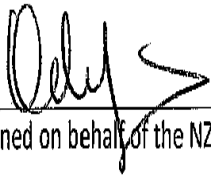
49. Signatories



Signed on behalf of Heritage Lifecare – Puriri Court

29/8/2018.

Date



Signed on behalf of the NZ Nurses Organisation

12/1/2018

Date

SCHEDULE 1

Information about resolving an Employee's relationship problem

This is the plain language explanation about the services available for resolving employment relationship problems as required by the Employment Relations Act 2000.

The Employee may obtain information or advice on employment matters from a number of sources including, but not limited to:

- Lawyers
- Employee advocates
- Unions
- The Department of Labour - 0800 800 863

The Department of Labour provides mediation services which can assist Employers and Employees in resolving their employment relationship problems.

The Department of Labour's services include:

- Information about rights and obligations
- Information about services
- Assistance in resolving problems

The Department of Labour may deliver its services by:

- Telephone
- Fax
- Internet
- Email
- Pamphlets, brochures, booklets or codes
- Specialist problem solving assistance

Procedure for settlement of personal grievances

1. If the Employee considers that they have grounds for a personal grievance they must raise the grievance with the Employer or a representative of the Employer.
2. The grievance must be raised within the period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the Employee, whichever is the later, unless the Employer consents to the personal grievance being submitted after the expiration of that period.
3. Where the Employer does not consent to the personal grievance being submitted after the expiration of the 90-day period, the Employee may apply to the Employment Relations Authority for leave to submit the personal grievance after the expiration of that period.
4. Where a personal grievance has been raised with the Employer, the Employer must respond to the personal grievance within 14 days from the day the Employee has made the Employer aware (or as soon as the Employer ought to reasonably to be aware) that the Employee alleges a personal grievance that the Employee wants the Employer to address.
5. The Employer must either grant the remedies sought by the Employee or provide a written statement setting out the Employer's view of the facts and the reasons why the Employer is not prepared to grant the remedies sought by the Employee.
6. If the Employee is not satisfied with the Employer's written response or the Employer fails to provide a written response within the 14-day period, the Employee may refer the personal grievance to the Employment Relations Authority and the claim will be dealt with under the Employment Relations Act 2000.

Procedure for settlement of disputes about the interpretation, application or operation of employment agreements

1. If the Employee considers that they have a dispute about the interpretation, application or operation of their employment agreement, they must submit the dispute to the Employer or a representative of the Employer.
2. Where a dispute has been submitted to the Employer, the Employer or a representative of the Employer must respond to the dispute within a reasonable period of time.
3. The Employer must either grant the remedies sought by the Employee or advise why the Employer is not prepared to grant the remedies sought by the Employee.
4. If the matter is not resolved, either party can ask the Department of Labour to help resolve the matter.
5. If the matter remains unresolved, both party may refer the dispute to the Employment Relations Authority, and the dispute will be dealt with under the Employment Relations Act 2000.

SIGNATURES

Signed on behalf of Heritage Lifecare – Puriri
Court

Date

Signed on behalf of the NZ Nurses
Organisation

Date