

COLLECTIVE EMPLOYMENT AGREEMENT

PARKWOOD LODGE

2022-2023

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PARKWOOD LODGE
COLLECTIVE EMPLOYMENT AGREEMENT

1. PARTIES AND COVERAGE OF AGREEMENT

- 1.1. This agreement shall be binding on:
- 1.1.1. Parkwood Trust Incorporated; herein referred to as the "Trust" or "Employer";
 - 1.1.2. E tū Incorporated; herein referred to as "E tū" or "the union";
 - 1.1.3. New Zealand Nurses Organisation; herein referred to as "NZNO" or "the union";
 - 1.1.4. Those employees of Parkwood Trust Incorporated who are members of E tū Incorporated or New Zealand Nurses Organisation and are covered by the coverage clause (clause 1.2).

1.2. Coverage

This agreement covers employees of Parkwood Lodge, employed to work as registered nurses, enrolled nurses, recreation officers, home assistants, kitchen hands, domestic employees, domestic supervisors, cooks, tea cooks, bakers or vegetable hands. Managerial staff, including team leaders, the Lodge Manager, Quality Manager, Charge Nurses and Kitchen Team Leader, administration staff and other staff employed by Parkwood Trust who are not employed in the Lodge are not covered by this agreement.

- 1.3. It is agreed that quality assurance monitoring shall be the goal of each staff member whereby quality service is provided to the client.

2. OPERATION OF AGREEMENT

This agreement shall supersede all previous contracts of employment and the terms and conditions contained therein, including remuneration, including any individual contract of employment.

3. HOURS OF WORK

- 3.1 The ordinary hours to be worked each week by each employee, shall be set out according to the timetable as specified in clause 3.9 to be worked on the seven days of the week, Monday to Sunday inclusive, provided that:

- 3.1.1 The employer will endeavour to roster employees days off on a consecutive basis;
 - 3.1.2 The ordinary hours of work do not exceed forty per week; and
 - 3.1.3 Except as provided in clause 3.4, the ordinary hours of work do not exceed eight per day provided that where the employer and affected employee agree, the maximum number of ordinary hours to be worked on any one day may be extended to ten, provided this is not a condition of employment.
- 3.2 Shifts may be worked as required by the employer: Provided that a straight shift is where the day's work is interrupted only by one or more meal periods, which shall not exceed a total of one hour.
- 3.3 No employee, other than a night shift employee, shall be required to work more than 6 hours without a half hour unpaid meal break.
- 3.4 A night shift employee shall be rostered for no more than 8½ ordinary hours per shift. This shall be inclusive of a half-hour unpaid meal break during which the employee will remain available to attend to matters requiring urgent attention.
- If a night shift employee rostered on evening duty is unable to leave the building or must remain "on call" through their rostered break, they will be paid for the full 8.5 hours at ordinary rates.
- 3.5 No employee shall be required to work in excess of three consecutive hours without a paid rest break of ten minutes. The employer shall provide tea, coffee, milk and sugar.
- 3.6 Broken shifts may be worked, but shall be completed within 12 hours computed from starting to finishing time, including meal hours. Employees who are to work a broken shift at the request of the employer shall be paid \$4.00 per day when so employed.
- 3.7 Except when changing shifts or by mutual agreement, employees shall not be required to work until 9 hours has passed since the completion of the previous day's work.
- 3.8 The pay week for the Parkwood Lodge Rest Home is from midnight Sunday to midnight Sunday, excepting night shift employees, which shall be from noon Monday to noon Monday weekly.
- 3.9 Rosters: A roster setting out the correct working hours of each employee shall be accessible and displayed on the staff notice board seven days in advance of its commencement, (except in an emergency which includes a situation where staff absenteeism requires urgent attention to the roster). Any changes to rosters will be discussed with affected employees.
- 3.10 Night shift employees will be provided with a free meal (if requested).

- 3.11 All interchange of shifts shall be subject to approval of management and must be in the fortnightly roster with staff of similar status.
- 3.12 Parkwood Lodge accepts the principle that existing staff should be offered extra hours before agency workers are employed. Where practicable employees who make themselves available will be called first before the agency.

4. OVERTIME

- 4.1 Overtime is defined as any time worked in excess of the ordinary hours specified pursuant to clause 3.
- 4.2 Overtime will be worked by mutual agreement between the employer and employee working such overtime.
- 4.3 Overtime shall be paid at the rate of time and a half.
- 4.4 Where an employee is required to work overtime for more than one hour after completing the usual shift or usual days work and such overtime extends over the employee's usual meal time, the employer shall provide a meal.
- 4.5 No overtime shall be payable when employees interchange shifts for their own convenience in accordance with sub clause 3.11.

5. WEEKEND ALLOWANCE

5.1 Employees employed as at 23 November 2018:

The allowances specified in this sub clause apply only to employees who were employed to work at Parkwood Lodge as at 23 November 2018 and have been in current continuous employment and union membership since that date. If an eligible employee ceases employment with the employer and is subsequently re-employed, they shall be entitled to the provisions of sub clause 5.2.

Employees shall be paid the following allowances for all hours worked on a Saturday and Sunday except where these hours fall on a public holiday, in which case the provisions of clause 6 shall apply;

	<u>\$ PER HOUR</u>
Registered Nurse	\$7.00
Enrolled Nurse	\$6.00
Recreation Officer	\$5.00
Home Assistant	\$5.00
Kitchenhand	\$4.20
Domestic Employee	\$4.20
Domestic Supervisor	\$5.00
Cook	\$5.00
Tea Cook	\$4.50

Baker	\$4.50
Vegetable Hand	\$4.20

5.2 Employees employed on or after 24 November 2018:

Employees who were employed on or after 24 November 2018 shall be paid the following allowances for all hours worked on a Saturday and Sunday except where these hours fall on a public holiday, in which case the provisions of clause 6 shall apply;

	<u>\$ PER HOUR</u>
Registered Nurse	\$3.50
Enrolled Nurse	\$3.00
Recreation Officer	\$2.50
Home Assistant	\$2.50
Kitchen Hand	\$2.10
Domestic Employee	\$2.10
Domestic Supervisor	\$2.50
Cook	\$2.50
Tea Cook	\$2.25
Baker	\$2.25
Vegetable Hand	\$2.10

- 5.3. These allowances shall not be paid in addition to payment of overtime where it is payable in accordance with clause 4. Whichever is the greater shall be paid.

6. NIGHT ALLOWANCE

A night allowance of \$10.50 per night will be paid to each employee required to work between the hours of 11.00 p.m. and 6.00 am.

7. PUBLIC HOLIDAYS

7.1 Twelve public holidays shall be allowed, provided they fall on a day that would otherwise have been a working day for the employee.

7.2 These holidays shall be as follows, observed as provided in sub clause 7.10:

- New Years Day
- The second day of January
- Waitangi Day
- The Day of the Anniversary of the Province (or another day in its place)
- Good Friday
- Easter Monday
- ANZAC Day
- The birthday of the reigning Sovereign
- Matariki

- Labour Day
- Christmas Day
- Boxing Day

7.3 Observance of the public holidays shall be in accordance with the Holidays Act.

7.4 Except as provided in sub clauses 6.5 and 6.6, if an employee is required to work on a public holiday, they shall be paid at the rate of time and one half for the time so worked and in addition receive an alternative holiday, to be taken at a time agreed to between the employer and employee concerned.

7.5 Except as provided in sub clause 6.6, employees who are required to work on Christmas Day, i.e. 25th December, shall either:

- Be paid their ordinary rate of pay plus double the weekend allowance and in addition receive an alternative holiday, to be taken at a time agreed to between the employer and employee concerned; or
- Be paid at the rate of time and one half for the time so worked and in addition receive an alternative holiday, to be taken at a time agreed to between the employer and employee concerned;

whichever is the greater.

7.6 Where a casual employee works on a public holiday solely to replace another employee who is having the holiday, the casual employee shall be paid at the rate of time and one half for the time so worked. No alternative holiday shall be allowed. Where an employee works on a public holiday as a swap organised between employees, no alternative holiday shall be allowed. However, an employee called in by the employer to work on a public holiday which would not otherwise be a working day due to the sickness of another employee, will be entitled to an alternative holiday.

7.7 Where one of the public holidays above referred to falls on the day of the full-time employee's rostered day off such employee shall receive an extra day's pay in addition to the weekly wage. A part-time worker who works 5 shifts a week shall also be covered by this clause.

This clause shall not apply to Monday to Friday workers with regard to ANZAC and Waitangi Days.

7.8 If an employee who is rostered on a public holiday does not want to work through their own choice they will be able to swap that duty with another employee within the same pay fortnight with the agreement of their team leader.

7.9 Employees may not take extraordinary annual leave of any of the above mentioned public holidays without special written exemption from the employer.

- 7.10 For employees, other than those engaged on a night shift, a week is defined in this agreement as the seven day period commencing midnight and ending midnight commencing from any day determined for each employee by the Trust. Day shall have the corresponding meaning of the period midnight to midnight.

For employees engaged on a night shift a week is defined in this agreement as the seven day period commencing noon and ending noon commencing from any day determined for each employee by the Trust. Day shall have the corresponding meaning of the period noon to noon. For the purposes of this clause, the parties agree that the period of 24 hours commencing with 12.00 noon on the day prior to each public holiday, and finishing with 12.00 noon on the public holiday, shall be treated as the public holiday. This agreement constitutes an agreement under section 44A of the Holidays Act. Unless otherwise varied in accordance with section 44(2) of the Holidays Act the parties agree that employees engaged on a night shift shall observe public holidays in the context of the definition of "day" under this clause.

8. LONG SERVICE LEAVE

- 8.1 Employees shall be entitled to special holidays as follows:

- 8.1.1 One special holiday of one week after the completion of 10 years and before the completion of 15 years of current continuous service with the employer.
- 8.1.2 One special holiday of two weeks after the completion of 15 years and before the completion of 25 years of current continuous service with the same employer.
- 8.1.3 One special holiday of three weeks after the completion of 25 years and before the completion of 35 years of current continuous service with the same employer.
- 8.1.4 One special holiday of five weeks after the completion of 35 years current continuous service with the same employer.

- 8.2 The special holidays specified in clause 7.1 may not be accumulated and must be taken within the specified period of service.

- 8.3 All such special holidays provided for in sub clause 7.1 shall be on ordinary pay as defined by the Holidays Act 2003 and may be taken in one or more periods and at such time or times as may be agreed by the employer and the employee.

- 8.4 If any employee having become entitled to long service leave resigns from his/her employment before such holiday has been taken, he/she shall be paid in lieu thereof.

8.5 Where the employee elects and the employer agrees, payment in lieu of allowing long service leave may be made.

9. ANNUAL HOLIDAYS

- 9.1 Four weeks annual leave shall be provided in accordance with the Holidays Act 2003.
- 9.2 This means that each employee shall, at the end of each year of employment, become entitled to an annual holiday of four weeks paid on the basis of the employees average weekly taxable earnings for the 12 months prior to the time the holiday is taken, provided that this shall not be less than the employee's ordinary weekly pay at the time of taking the holiday.
- 9.3. Employees entitled to holidays shall be paid at the usual frequency unless prior agreement has been reached.
- 9.4. It is intended that all annual leave will be taken within twelve months of the entitlement accruing.
- 9.5. Wherever possible annual leave shall be taken at a time mutually agreed between employee and employer. Failing such agreement leave may be required to be taken at a time specified by the employer. The employer undertakes to take into account the opportunity for rest and recreation available to the employee in specifying a period of annual leave under this clause.
- 9.6. Employee requests to take Annual Leave are to be made in writing 14 days prior to the intended commencement date. The employee shall be advised whether the leave is approved within 7 days.

10. WAGES

10.1. Rates of wages for nursing staff:

Registered Nurses

Step	Hourly rate	
	From 6 May 2022	From 6 May 2023
1	28.68	
2	30.60	
3	32.57	
4	34.00	
5 *	37.50	
6	38.80	
7		39.20

* Step 5 is the highest commencement step for a new employee until 31 August 2022. From 1 September 2022, step 6 is the highest commencement step for a new employee.

Placement on the scale

Registered Nurses shall be placed on the step that reflects their years of relevant post-qualification experience, provided that new employees shall not commence on a higher step than step 5 prior to 31 August 2022; and new employees shall not commence on a higher step than step 6 from 1 September 2022.

Progression through the scale

Registered Nurses shall progress to the next step in the scale when they have completed a full year of work at a step. All Registered Nurses must complete a full year at Parkwood Lodge at step 5 before moving to step 6, and all Registered must complete a full year at Parkwood Lodge at step 6 before moving to step 7.

Enrolled Nurses

Step	Hourly rate
	From 6 May 2022
3	29.33
4	30.13

Placement on the scale

ENs shall be placed on the step that reflects their years of relevant post-qualification experience.

Progression through the scale

Enrolled Nurses shall progress to step 4 in the scale when they have completed a full year of work at step 3.

10.2. Rates of wages for kitchen and domestic staff:

Position	Hourly rate
	From 6 May 2022
Cook	\$23.00
Tea cook	\$22.25
Baker	\$22.00
Vegetable hand	\$21.70
Kitchen hand	\$21.70
Domestic supervisor	\$23.35
Domestic employee	\$21.70

10.3. **Rates of wages for care and support employees (home assistants and recreation officers):**

The following shall be the minimum hourly rates of pay and progression for care and support employees (Home Assistants and Recreation Officers) **employed after 1 July 2017:**

QUALIFICATION	From commencement of agreement	From 1 July 2022
No qualification	\$21.84	22.50
Level 2 NZ Certificate	\$23.36	24.06
Level 3 NZ Certificate	\$25.39	26.15
Level 4 NZ Certificate	\$27.43	28.25

Care and support employees (Home Assistants and Recreation Officers) **who commenced employment with Parkwood Lodge prior to 1 July 2017** shall **progress** on the following basis:

	From commencement of agreement	From 1 July 2022
No qualification and less than three years service	\$21.84	22.50
On attaining Level 2 NZ Certificate	\$23.36	24.06
On attaining 3 years service or more	\$23.36	24.06
On attaining Level 3 NZ Certificate	\$25.39	26.15
On attaining 8 years service or more	\$25.39	26.15
On attaining 12 years service or more	\$26.41	27.20
On attaining Level 4 NZ Certificate	\$27.43	28.25

Progression due to achieving a qualification shall take place when the employee notifies the employer of the qualification or the date on the employee's certificate, whichever is the later.

Progression due to service shall occur on the first 1st of July after achieving the new service level. For example, an employee who achieved 12 years service on 12 December 2017 shall be paid the 12 years service rate from July 2018.

Employees were placed on the rate that reflects their current qualifications or current service with Parkwood Lodge, whichever is the higher. "Service" means current continuous service with Parkwood Lodge.

10.4. **Definitions**

Domestic Employee is an employee who is employed solely on domestic duties including cleaning, laundry and other non-resident attendant duties.

Home Assistant is an employee who assists residents in their activities of daily living and such other attendant duties as are required. In addition, domestic duties as described shall also be performed as required.

Cook is an employee who is engaged in the preparation and cooking of meals but may also be responsible for ordering supplies and the efficient operation of the kitchen.

Kitchen Hand is an employee engaged to carry out duties inside the kitchen with the exception of any cooking duties.

Recreation Officer is an employee engaged in organising recreational activities and other therapy for residents.

Tea Cook is an employee who is engaged in the preparation and cooking of evening meals.

Baker is an employee who is engaged in baking.

Vegetable Hand is an employee who is engaged in the preparation of food for meals.

Registered Nurse is an employee who is employed to work as a registered nurse, is registered in New Zealand as a nurse, and holds a current annual practicing certificate.

Enrolled Nurse is an employee who is employed to work as an enrolled nurse, is so designated by the Nursing Council, and holds a current annual practicing certificate.

11. TRAINING

- 11.1. New staff will undertake orientation and or in service training and complete a competency paper to the satisfaction of management.
- 11.2. Orientation / training for all staff shall be for a maximum of three months duty and may be a shorter time at the discretion of management.
- 11.3. It is anticipated that all staff are familiar with their job descriptions as per the Trust's procedures.
- 11.4. The parties to this agreement agree that one of the most important elements in the smooth running of Parkwood Lodge Rest Home is the emphasis placed on trained and qualified employees.

If it is necessary for an employee to attend an examination or course relevant to his/her employment position the employee shall be granted time off on pay, provided that prior approval is given by the General

Manager. The General Manager will have the final authority to approve training courses.

12. ALLOWANCES

- 12.1 A cook holding the certificate of competency known as the 706/1 city and guild certificate or TCB 1 and 2 or agreed similar qualification shall be paid an extra \$1.28 per day. If holding the certificate of a more highly qualified cook known as the 706/2 city and guild certificate or TCB 3 or agreed similar qualification an additional \$1.79 per day shall be paid.

13. IN CHARGE ALLOWANCE

Employees party to this agreement, when placed in an "In Charge" position by management, will be paid a further \$25.00 per duty while engaged in such work.

14. CASUAL, FIXED TERM, TEMPORARY AND PART TIME EMPLOYEES

- 14.1 Full time employee: An employee who is employed to work 40 hours per week on a regular basis.
- 14.2 Part time employee: An employee who is employed to work on a regular basis for a period of less than forty hours per week. A part time employee employed as a party to this agreement shall be paid the appropriate hourly rate for each hour actually worked.
- 14.3 Fixed term / temporary employee: An employee who is employed from time to time to fill a particular need in the Rest Home. Such employees will be employed specifically on the basis that their start and completion of employment dates will be clearly stated and agreed to by both parties.
- 14.4 Casual employee: A casual employee is one who is employed as and when required.
- 14.5 A minimum of two hours pay on each day actually worked is applicable to all employees employed under this agreement.

15. UNIFORMS

- 15.1 Uniforms, aprons and rubber gloves shall be provided by the employer to each employee, and shall be worn in accordance with House Rules.
- 15.2 When employment is terminated by either party to this agreement, final pay may be withheld until all uniform items owned by the employer have been returned.
- 15.3 The employer may require an employee to wear reasonable quality footwear in the course of his/her employment.

16. MEALS AND EMPLOYEE'S LOCKERS

- 16.1. Where meals are made available to employees not provided with full board and lodgings a deduction of \$1.00 for sandwiches or \$7.00 for a full meal may be made for each meal provided and consumed.
- 16.2. Staff shall be provided with a secure cupboard area for the safe-keeping of their belongings while on duty.

17. PAYMENT OF WAGES

- 17.1. Wages shall be paid in full fortnightly on Wednesday by direct credit to the employees bank account and where practicable within working hours. Each employee shall be supplied with a wage slip showing how wages are made up.
- 17.2. No deductions shall be made from wages except for time lost through the employee's accident, default, sickness (other than as provided for in clause 21 of this agreement), or absence without pay requested by the employee and approved by the employer or as agreed between the employer and the employee or as provided by this agreement.
- 17.3. Notwithstanding sub clause 16.2 above, further deductions may be made with the prior consent in writing of the employee concerned.

Where an employee requests in writing, union fees will be deducted from their wages and forwarded to their union.

- 17.4. In the event of an overpayment of wages, the employer may recover the amount of overpayment provided the employee is given written notification of the intention to recover the overpayment, the amount to be recovered and full explanation of the reasons for the overpayment.

Except as provided in clause 40.4(b), overpayments can be recovered as follows:

Where the overpayment is notified to the employee prior to the next pay day, the full amount of the overpayment may be recovered in that period, unless the employer and employee agree to repayment otherwise.

Where an overpayment has been regular, the overpayment can only be recovered through regular deductions from subsequent pay periods of not more than the amount originally overpaid per pay period, unless the employee and employer otherwise agree.

Where an overpayment occurred prior to the previous pay period, it may be recovered in full in the next pay period where the employee agrees. Otherwise, the overpayment may be recovered in regular deductions of not more than 20% of the employee's earnings for that period, until the overpayment is recovered.

Any outstanding overpayment not recovered at the time of termination of employment may be deducted from final wages (including holiday pay) owing to the employee.

18. TERMINATION OF EMPLOYMENT

- 18.1. Not less than two weeks notice shall be given by either employee or employer of the termination of employment.
- 18.2. Where the employment is terminated without the required notice, that notice shall be paid or forfeited as the case may require. Where the employer elects to pay in lieu of notice, this shall not constitute summary dismissal.
- 18.3. Nothing in this clause shall prevent the summary termination of employment without notice, or payment in lieu of notice, for serious misconduct.
- 18.4. Upon the termination of employment, employees shall return to the employer all property and equipment belonging to the employer. Notwithstanding anything contained elsewhere in this agreement, the employer may deduct the value of any such property not returned from any final payment owing.
- 18.5. The period of notice shall not include any part of the annual holiday, accumulated holidays, or sick leave without pay, except that, where an employee is absent for a long period due to sickness or injury and has their employment terminated due to their incapacity, or they resign their position during the period of incapacity, this provision will not apply.

19. EQUAL EMPLOYMENT OPPORTUNITY

The parties to this agreement agree with the principles of equal opportunity in employment.

20. TIME AND WAGES RECORD

- 20.1. The employer shall keep a time and wages record in which shall be correctly recorded:
 - The name and postal address of every employee employed.
 - The kind of work on which they are employed.
 - The daily hours of their employment.
 - The wages paid on each pay day and the date thereof.
- 20.2. The particulars referred to shall be received and in the case of payment by cash signed for by the employee at the time of his/her payment of wages.

21. SICK LEAVE

- 21.1 After six months continuous service with the employer, and after each subsequent year of current continuous service, an employee shall be entitled to up to ten days paid sick leave, cumulative to a maximum of 60 days inclusive of the current year's entitlement.
- 21.2 Sick pay for a day shall be calculated in accordance with the Holidays Act.
- 21.3 When an employee is sick, the employer shall be notified as soon as practicable on the first day of absence and on each subsequent day of absence.
- 21.4 A claim for sick pay for more than two consecutive days shall be supported by a medical certificate to be provided at the employee's expense, if the employer so requires.
- 21.5 Sick pay shall be paid during any annual leave period provided that a certificate is produced.

22. BEREAVEMENT / TANGIHANGA LEAVE

- 22.1. Employees shall, subject to satisfactory evidence being produced, be allowed bereavement / tangihanga leave of up to five consecutive days on pay on the death of the employees partner, parent, child, brother, sister, grandparent, grandchild, mother-in-law or father-in-law, or on any other occasion on which the employer accepts that, by the reason of the death of any person, the employee has suffered a bereavement.

Bereavement leave may also be taken in the following circumstances:

- The employee has a miscarriage or stillbirth
- Another person has a miscarriage or stillbirth and the employee:
 - is the person's partner
 - is the person's former partner and would have been a biological parent of a child born as a result of the pregnancy
 - had agreed to be the primary carer of a child born as a result of the pregnancy (e.g. through a formal adoption or a whangai arrangement)
 - is the partner of a person who had agreed to be the primary carer of a child born as a result of the pregnancy.

An employee is entitled to one day's bereavement leave for the death of any other person not specified above if the employer accepts that the employee has suffered a bereavement as a result of the death; having regard to the closeness of the association between the employee and the deceased person, whether the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death, and any cultural responsibilities of the employee in relation to the death.

- 22.2. The employer agrees that on application it may be appropriate to grant unpaid leave in order to accommodate various cultural bereavement needs not recognised in sub clause 22.1 above.

23. DOMESTIC LEAVE

- 23.1. Where an employee has unused sick leave entitlement such leave may be used in the event that the employee finds it essential to stay at home due to the illness of a spouse/partner, dependent child or dependent parent.
- 23.2. The employer shall be notified as soon as practicable, and on each subsequent day of absence.
- 23.3. A claim for domestic leave shall be supported by suitable evidence to be provided at the employee's expense if the employer so requires.

24. SICK LEAVE AND BEREAVEMENT LEAVE

The entitlements contained in clause 21 (Sick Leave), 23 (Domestic Leave) and 22 (Bereavement Leave) are inclusive of and not in addition to the sick and bereavement leave entitlement provided for in the Holidays Act 2003 and amendments.

Further information about holidays and leave entitlements under the Holidays Act 2003 can be obtained from the employee's manager, their union or other advisor or the Ministry of Business, Innovation and Employment.

25. OTHER LEAVE PROVISIONS

- 25.1. **Birthday Leave:**
Employees will be entitled to have the day of their birthday off work, on pay, where this would otherwise be a working day for the employee.
- 25.2. **Priority of Leave:**
Where an employee has both annual leave and alternative holidays owing, the alternative holidays should be used first before annual leave is taken.

26. DOMESTIC/FAMILY VIOLENCE SUPPORT

Employees who experience domestic/family violence can seek support and assistance from their employer. Employees dealing with such issues are encouraged to seek confidential assistance from the Lodge Manager or General Manager.

The employer will support staff experiencing family violence in accordance with the provisions of the Employment Relations Act and the Holidays Act. This support includes:

Family Violence leave

Family violence leave shall be granted in accordance with the provisions of the Holidays Act 2003 and its amendments.

This leave is in addition to the annual leave and sick leave provisions in this agreement.

In accordance with the Holidays Act, an employee who is experiencing family violence is eligible for family violence leave after six months current continuous service with the employer; the entitlement is to up to 10 days leave in each subsequent 12 month period. The employer may require evidence that the employee is affected by family violence. This section is added to provide general information about the entitlement provided by the Act and does not replace the provisions of the Act.

Flexible Working Arrangements

In accordance with the Employment Relations Act 2000, an employee affected by family violence may request a short-term (two months or less) variation of their employment arrangements to assist the employee to deal with the effects of family violence.

27. HEALTH AND SAFETY

- 27.1. The employer and employees shall comply with the provisions of the Health and Safety at Work Act or subsequent legislation.
- 27.2. The employer and employees shall take all reasonable precautions for the safety and health of all employees employed in rest homes.
- 27.3. A workplace occupational Health and Safety Committee shall be established in accordance with the Labour Department's Voluntary Code of Practice for Health and Safety Committees.

28. PARENTAL LEAVE

The provisions of the Parental Leave and Employment Protection Act 1987 shall apply. Parental leave is unpaid leave from the employee's job for the employee to care for their child. Both women and men are entitled to take this leave, before and after the birth or adoption of a child. Three types of leave are covered by the term Parental Leave. They are: Primary Carer Leave, Partner's Leave and Extended Leave. The leave may last up to 52 weeks. Parental Leave is not automatic, the employee must apply for it.

This is added for clarity only and shall not detract from the rights and obligations of the employer and employee under the Act.

29. JURY SERVICE AND WORK RELATED COURT APPEARANCE SERVICE

- 29.1. Where an employee is obliged to undertake jury service or work related court appearance the difference between the fees (excluding reimbursing payments) of any, paid by the Court and the employee's ordinary rate of pay shall be made up by the employer provided:
- a) That the employee produces the Court expense voucher to the employer and:
 - b) That the employee returns to work immediately on any day she/he is not required by the Court. These payments shall be made to a maximum of five days in respect of each separate period of Jury Service or work related Court appearance.
- 29.2. An employee who wants to receive their usual wages payment from the employer must authorise deduction from their pay in writing and provide evidence of the jury service payment so that the employer can deduct the jury service fees from the employee's wages.

30. RECOGNITION OF DELEGATES

- 30.1. Union delegates may be elected in terms of the rules of the union.
- 30.2. The union delegates shall be recognised by the employer following confirmation of their election from the union.
- 30.3. The employer may not make a wages deduction for any reasonable time spent by the delegate(s) on union business within the employers premises or for the time spent negotiating this agreement.
- 30.4. Delegates shall be entitled to attend union meetings outside of the rest home to a maximum of 32 hours (in total for all the delegates in the home) per calendar year providing that reasonable notice is given to the employer and further that the employee's absence does not unduly disrupt the functioning of the home.
- 30.5. Note: Delegates shall have the authority to represent the union and its members only after express authority of the union.

31. EMPLOYEE REPRESENTATIVES EDUCATION LEAVE

- 31.1. Employee representatives recognised by the employer under sub clause 30.2 of this agreement shall be entitled to attend education or training seminars to a maximum of 32 hours per calendar year (in total for all representatives in the home) under the following conditions.
- a) Notice is given within 21 days of the seminar occurring.

- b) The employer is sent a copy of the education or training programme.

31.2. It is agreed that this entitlement is not in addition to any entitlements to Employment Relations Education Leave under the Employment Relations Act. The employer shall provide leave under this clause or under the Employment Relations Act, whichever gives a more favourable entitlement.

32. SEXUAL AND RACIAL HARASSMENT

32.1. The parties to this agreement acknowledge that sexual and racial harassment in the work place are totally unacceptable.

32.2. Sexual harassment is any form of sexual attention which an employee does not enjoy or invite, or which results in an employee feeling uncomfortable or upset. It can be by the employer, fellow employee or customer, and can include:

- Offensive jokes, teasing or abuse about sexual matters.
- Rude comments or gestures.
- Unwanted deliberate physical contact (patting, pinching, or brushing against the employee etc).
- Requests or demands for sex (which may include threats or promises about the employee's job or promotion).
- Pornography being displayed.

33. EMPLOYMENT RELATIONSHIP PROBLEMS

An explanation of the services available for resolving employment relationship problems is contained in the First Schedule.

34. RIGHT OF ENTRY

The union organiser of a union representing employees party to this agreement, on identification, shall, with the consent of the General Manager (which may not be unreasonably withheld) be entitled to enter the home at all reasonable times and meet with the employees covered by this agreement, so long as it does not unreasonably interfere with the running of the home.

35. STOPWORK MEETINGS

35.1. The union may hold paid stop-work meetings of their members for up to a total of four hours per calendar year, provided that:

- a) The union shall give at least 14 days written notice of intention to hold each such meeting; and

- b) Satisfactory arrangements for the maintenance of essential services are to be made by the union delegate and management; and
 - c) Meeting shall be arranged at Parkwood Lodge Rest Home on the day and at a time as agreed upon between the employer and the union; and
 - d) The employer shall be supplied with an attendance slip signed by the union as evidence of attendance at the meeting; and
 - e) Employees return to work as soon as practicable after the conclusion of such meetings.
- 35.2. The employer shall be entitled to make a rateable deduction from weekly wages of employees who do not comply with the above or who are absent at meetings in excess of that total time of four hours per calendar year agreed to with the union.
- 35.3. It is agreed that this entitlement is not in addition to any entitlements to union meetings under the Employment Relations Act. The employer shall allow paid meetings under this clause or under the ER Act, whichever gives a more favourable entitlement.

36. STAFF MEETINGS

All staff who attend staff meetings called by management shall be paid their ordinary rate of pay.

37. REDUNDANCY AND EMPLOYEE PROTECTION PROVISION

- 37.1. The employer shall consult with potentially affected employees and their bargaining agent(s) in the event of a possible redundancy prior to any final decision being made.
- 37.2. The employer shall make every endeavour to redeploy employees where practicable.
- 37.3. In the event of redundancy, the employer shall give affected employees one month's notice of the termination of their employment. This is not in addition to the notice provided under clause 17.
- 37.4. Redundancy compensation shall be paid of 4 weeks pay for the first complete year of current continuous service, and two weeks pay for each subsequent current continuous year of service to a maximum of 26 weeks payment, except in the following circumstances:
- a) Where the employee has agreed to redeployment to an alternative position.

Where the employee has a bargaining agent, the employer agrees to involve the bargaining agent in these discussions.

The parties acknowledge that in some circumstances (for example reduction in terms and conditions of employment) partial redundancy compensation will be negotiated.

- b) No compensation shall be payable where an alternative position is available on the same terms and conditions of employment, in the same location, and with broadly similar duties which are within the employee's capabilities (some training may be required) which the employee elects not to take.
- c) Redundancy compensation shall not be paid to an employee employed on a temporary or casual basis.
- d) Where redundancy occurs as a result of the employer selling the whole or part of the company, and the purchaser of the company offers the employee employment on no less favourable terms and conditions of employment, in the same or similar capacity, and treats the employee's service as continuous service with the new employer, no redundancy compensation shall be payable.

37.5. Employee Protection Provision:

Where the employer is contracting out, selling or transferring all or part of the business, including the part of the business where an employee is employed, the following provisions will apply:

- (i) Where practicable, the employee/s will be consulted about any proposal to sell all or part of the business or to contract out or transfer work before a final decision is made. The parties acknowledge that it will generally be practicable to consult.
- (ii) If the employer decides to proceed with the proposed restructure, it will negotiate with the new contractor/service provider with a view to endeavouring to have the new employer offer the employee/s employment on the same or similar terms and conditions and recognising service as continuous. The employee/s will be advised of timeframes for such negotiation and/or for the acceptance of any offer of employment and/or of any application process, in a timely manner.
- (iii) The employee/s is/are entitled to choose whether or not to accept employment with the contractor/service provider. In the event that the contractor/service provider offers the employee/s employment in terms of (ii) above, no redundancy situation will arise, and the employee/s will not be entitled to receive redundancy compensation, whether or not the employee/s chooses to accept the offer of employment.
- (iv) In the event that the contractor/service provider is not prepared to

offer the employee/s employment in terms of (ii) above, or offers employment on lesser terms and conditions and/or without recognition of the employee/s' service, the employee/s will be entitled to the provisions of clause 37 as they would otherwise apply.

- (v) If the employee's employment will end by reason of redundancy, the employee is entitled to approach the employer, either individually or as part of a group, and/or with a representative at the employee's election, to discuss other ways in which the employee feels the employer may be of assistance during the notice period (e.g. time off for interviews, EAP services, assistance with CV preparation and outplacement).
- (vi) The provisions contained in this clause shall not apply where the employer is in receivership or in liquidation.

38. VARIATION DURING TERM OF AGREEMENT

- 38.1. This agreement may be varied by agreement between the parties. Negotiations for a variation shall be conducted in good faith.
- 38.2. Acceptance of any variation by a group of employee parties shall be determined by a secret ballot with a majority of 51% or more of those employees party to this agreement. The variation shall be recorded in writing.

39. ABANDONMENT OF EMPLOYMENT

Where an employee is absent from work for a continuous period exceeding three working days without notification to and consent from the employer, or without good cause, that employee shall be deemed to have terminated his / her employment. During the three day period the employer will make reasonable attempts to contact the employee.

Note: For the purposes of this sub clause, the term "good cause" shall mean a cause as serious as unexpected hospitalisation.

40. ACCIDENT RECORDING

40.1. Duty To Report Accident / Injury

The employee is required to report all accidents / injuries arising out of or in the course of his/her employment to the employer.

40.2. Accident / Injury Reporting Procedure

All accidents / injuries which occur arising out of or in the course of employment shall be reported to the employer before the end of the

employee's normal working day, or as soon as practicable after the accident occurs, giving the following information:

- The date, time and location of the accident;
- The activity in which the employee was engaged at the time the accident occurred;
- The general nature of any injuries suffered; and
- The names of any other people in the vicinity of the accident who may have witnessed what took place.

41. WORKPLACE COMPENSATION CLAIMS

41.1. The employee shall notify the employer within one working day of filing any work-related claim with the employer's accident insurer. The employee shall also provide the employer with a copy of the relevant accident insurance forms by which the application was made to the accident insurer and copies of such other documentary evidence and medical certificates as they are provided to the accident insurer from time to time relating to the employee's continued eligibility for accident insurance in addition to any information that may be required in accordance with this agreement.

41.2. All Accident Compensation claims must be accompanied by a medical certificate.

41.3. Overpayments

All payments made to the employee by the employer in relation to work related accidents / injuries, whether relating to first week compensation or otherwise, shall be treated as advances of salary to be recoverable at the discretion of the employer should the employee's claim for earnings related compensation be ultimately rejected by the accident insurer or judicial process.

41.4. Where, pursuant to clause 40.3, advances relating to injury require recovery, such payment may be recovered by either:

- a) Debiting the appropriate portion of unused sick leave in respect of the period over which the advance was paid; or
- b) Deduction from wages at an agreed rate, provided that such repayments shall be made within three months of the resumption of paid employment.

41.5. If the employee's employment is terminated for any reason whatsoever prior to repayment occurring, a deduction may be made from the final wages, (including holiday pay), owing.

41.6. Alternative Duties

At the discretion of the employer, the employee may be required to return to work to undertake such alternative duties as are available and as are reasonably within the employee's capability and level of fitness as determined in consultation with a registered medical practitioner.

In the event the employee is incapacitated and unable to work due to long term illness or an injury for more than a period of three months the employee's employment may be reviewed due to the employee's incapacity. The employer undertakes to follow procedures of natural justice in any action that follows from this review.

42. CONFIDENTIAL INFORMATION

During the period of employment, employees may from time to time be exposed to information relating to the business of the employer and its clients. This information could also include that pertaining to procedures used in the employer's business. The employee parties agree not to disclose this information or use it for their own purposes either during the employment or after its cessation except in personal grievance proceedings and complaints to lawful authorities.

43. RULES AND POLICIES

The employee agrees to abide by the House Rules, Smoking Policy and Safety Requirements (including Drug and Fire procedures) and accreditation systems of the employer, and recognises the employer's right to develop and vary these matters providing that employees are consulted prior to such development or variation and there is no conflict with any other matter contained in this agreement.

In the event that there is a conflict, the agreement provision will prevail.

44. REIMBURSEMENT OF ANNUAL PRACTICING CERTIFICATE

Where a registered nurse or enrolled nurse who is employed as such by the employer and is required by law to hold an annual practicing certificate, the cost of obtaining the certificate shall be reimbursed by the employer on production of the receipt, provided the employee's primary employment is with Parkwood Trust Incorporated.

45. TERM OF AGREEMENT

This agreement shall commence on 6 May 2022 and shall expire on 30 June 2023.

Employer Party
For Parkwood Trust Incorporated



Date: 6 May 2022

Union Parties

For E tū Incorporated



Date: 6 May 2022

For NZNO



Date: 6/05/22

FIRST SCHEDULE: THE RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

The following is an explanation for employees bound by this agreement of the services available for the resolution of employment relationship problems.

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

1. Raise the employment relationship problem with the employer. Employees are reminded that they have a right to have their union delegate, union official or representative present if they wish.

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

The employee can raise the personal grievance by making the employer aware that they have a personal grievance which the employee wants the employer to address.

2. If the employer does not resolve the issue to the satisfaction of the employee/s, the employee/s may apply to the Ministry of Business Innovation and Employment for mediation service assistance. This may include:
 - provision of information or explanations as to where information can be found by way of telephone, fax, e-mail or internet;
 - provision of information through pamphlets, brochures or booklets;
 - specialist services, including mediation hearings and meetings.
3. If the employment relationship problem is not able to be resolved with the assistance of the mediation service, the employee/s are able to proceed to the Employment Relations Authority, which will provide an investigatory process and will issue a written decision.

The employee/s are able to go to the Employment Relations Authority without first obtaining mediation assistance. The Authority will however direct the employee/s back to mediation unless the authority considers that mediation would not be appropriate.

4. In certain circumstances, the employee/s will be able to appeal to the Employment Court and the Court of Appeal if they are unhappy with the outcome at the Employment Relations Authority.

Remember – you can seek advice from your union if any employment relationship problem arises and you are unsure what to do.

**SECOND SCHEDULE: UNION MEMBERS EMPLOYED AS AT 23
NOVEMBER 2018**

The following were employed at Parkwood Lodge as at 23 November 2018 and were members of the union as at that date. These employees shall have an entitlement to the weekend allowance set out in clause 5.1 provided they continue to meet the eligibility criteria:

Melissa Nixon
Aileng Yeap
Nannette Wilson