



**Rannerdale War  
Veterans' Home Ltd**

**Collective Agreement**

**1 July 2019- 30 June 2020**



---

## RANNERDALE WAR VETERANS HOME LTD COLLECTIVE AGREEMENT

### Contents

NATURE OF THE AGREEMENT: .....	1
1. PARTIES .....	1
2. DATES RELEVANT TO AGREEMENT .....	1
3. COVERAGE .....	1
4. OBJECTS .....	1
5. SAVINGS CLAUSE.....	1
6. VARIATION AND NEW AGREEMENTS.....	1
7. NEW WORKERS .....	1
8. AUTHORISED REPRESENTATIVES .....	2
9. GENERAL DUTIES OF THE PARTIES .....	2
10. PROVISIONS RELATED TO HOURS OF EMPLOYMENT .....	2
11. CLASSIFICATION OF EMPLOYEES .....	4
12. PROVISIONS RELATED TO WAGES .....	5
13. PROVISIONS RELATED TO AMENITIES, MEALS AND UNIFORMS .....	6
14. PROVISIONS RELATED TO LEAVE .....	6
15. GENERAL PROVISIONS .....	9
16. PERSONAL GRIEVANCES & DISPUTES .....	11
17. PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS .....	11
18. CHANGE PROPOSALS AND REDUNDANCY AGREEMENT .....	12
19. DELEGATES RIGHTS.....	12
20. STOPWORK MEETINGS .....	13
21. SECONDMENT OF DELEGATES.....	13
22. PAID EDUCATION LEAVE.....	13
<b>SIGNATORY PARTIES UPON MAKING OF AGREEMENT.....</b>	<b>14</b>
APPENDIX 1 .....	15
WAGE RATES AND ALLOWANCES.....	15
RATES OF WAGES .....	16
APPENDIX 2 .....	19
CHANGE PROPOSALS AND REDUNDANCY AGREEMENT .....	19

---

## RANNERDALE WAR VETERANS HOME LTD COLLECTIVE AGREEMENT

### Part 1 - Preamble

#### NATURE OF THE AGREEMENT:

This Collective Agreement is made pursuant to the provisions of the Employment Relations Act 2000.

#### 1. PARTIES

1.1 Rannerdale War Veterans Home Ltd [hereinafter called "*the employer*"]

and

The New Zealand Nurses Organisation Inc; and E tū [hereinafter called "*the unions*"]

1.2 Original agreements shall be held by the employer and union parties.

#### 2. DATES RELEVANT TO AGREEMENT

2.1 This agreement shall come into force on 1 July 2019.

2.2 This agreement shall expire on 30 June 2020.

#### 3. COVERAGE

This collective agreement shall cover employees who are members of the "*unions*" and who are engaged within the classifications provided for in Appendix 1 of this agreement with the exception of Management including the Charge Nurse, Operations Manager, Maintenance Manager, Accounting Staff and all other salaried staff.

#### 4. OBJECTS

The parties to this Collective Agreement agree that this Collective Agreement supersedes all existing Collective Agreements of employment and/or agreements and/or understanding made prior to entering into this Collective Agreement.

#### 5. SAVINGS CLAUSE

No member will be disadvantaged by the introduction of this new agreement.

#### 6. VARIATION AND NEW AGREEMENTS

Any or all of the provisions of this agreement may be varied by agreement between the parties and the affected employees. Any such variation will be committed to writing and signed by the parties and affected employees.

#### 7. NEW WORKERS

7.1 All new employees employed after the date of signing of this Agreement, whose work comes within the coverage clause, will for the first 30 days of their employment, be employed on terms and conditions in this agreement and any other terms where authorised by the Employment Relations Act which are not inconsistent with this agreement.

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

7.2.1 this agreement exists and covers their work;

7.2.2 they may join the Union;

7.2.3 how to contact the Union;

7.2.4 if the employee joins the Union, the employee will be bound by this collective agreement.

7.2.5 the employer will introduce new employees to the union delegates and provide their contact details as part of the new employee's induction process.

- 7.3 The employer will give the employee a copy of this collective agreement and notify the Union of the name of the employee, provided the employee consents to this occurring.

## **8. AUTHORISED REPRESENTATIVES**

A representative of a union is entitled, in accordance with and subject to the Employment Relations Act 2000, to enter the workplace for purposes related to the employment of its members and/or for purposes related to the union's business.

## **Part 2 – Terms and Conditions**

### **9. GENERAL DUTIES OF THE PARTIES**

- 9.1 The Employer party to this agreement will meet all obligations it has to employees including the obligation to be a fair and reasonable employer, subject always to the terms of this agreement.
- 9.2 Every employee party to this agreement will diligently fulfil the responsibilities under the employment agreement and act in the best interests of the Employer including respect for and observance of any relevant job description, policies and rules of the Employer not contrary to this agreement, that are in place from time to time.
- 9.3 The Employer as party to this agreement shall not divulge or communicate any confidential information relating to an employee other than to a person lawfully authorised to receive such information. The employee shall not divulge or communicate any confidential information of the Employer or connections of the Employer or of persons in the Employer's care, except to such persons or agencies lawfully entitled to receive such information.
- 9.4 Subject always to the terms of this agreement, the Employer shall have full control and prerogatives as to the manner in which work of the employing agency shall be undertaken. It is specifically recognised that the operations of the Employer and the work of the employees are subject to various regulatory provisions which must be observed.

### **10. PROVISIONS RELATED TO HOURS OF EMPLOYMENT**

#### **10.1 General**

Hours of employment for respective employees shall be determined by the employer in accordance with the following provisions:

##### **10.1.1 The ordinary hours shall not exceed:**

80 hours in one fortnight in no more than ten periods provided that the employee and the employer may agree on some other mutually satisfactory pattern not exceeding 80 hours per fortnight.

##### **10.1.2 Ordinary hours shall be worked within a span of 12 hours from time of commencement. Where the ordinary hours of the employee are not continuous save for the periods of refreshment and meal breaks, the Split-Shift Allowance specified in Appendix 1 shall be paid.**

##### **10.1.3 The employer will ensure that every employee will receive a letter on their employment stating:**

- The number of agreed minimum contracted hours
- The initial days of work and start and finish times of work
- The days of the week which the work is performed and the commencing and finishing times may be changed by the employer in each roster.

- 
- 10.1.4 Ordinary hours for each duty, shift or period of work will be a maximum of eight beyond which overtime will accrue except where the employee and the employer have mutually agreed on a different pattern of work. Rostered ordinary hours shall be separated by a period of at least 9 consecutive hours except in circumstances where an employee has requested a change in duty.
  - 10.1.5 An employee's days off shall be consecutive unless mutually agreed otherwise between the employer and the employee in writing.
  - 10.1.6 Rosters will be available for employees, other than casuals, a fortnight in advance of their commencement. Once posted, rosters will not be changed without mutual agreement between the employer and the employees concerned with the exception of situations where there is the potential for patient safety to be compromised because staff are unable to fulfil shifts which they have been rostered to work resulting in an inability to deliver safe care.
  - 10.1.7 Except to cover absences at short notice, any shifts which are not filled in rosters, will be offered to existing employees provided this would not result in the employee working in excess of the ordinary hours of work.
  - 10.1.8 Employees (excluding permanent household and night duty staff) hours and days of work are able to be varied but shall not decrease the employees' normal weekly remuneration. Such changes will be discussed with the employee prior to implementation and wherever possible the Employer will seek mutual agreement to the change.
  - 10.1.9 Before considering the recruitment of new staff the employer undertakes to invite all existing permanent staff to apply for any new work, provided that work will not be offered to existing employees if this would result in the employees being entitled to overtime rates. The selection process will be handled in a fair and equitable manner.

## 10.2 **Additional Payments relating to ordinary hours -**

Where an employee's eight hour duty falls within the hours of 9.00 pm on one day and 8.00 am the following day, she/he will be entitled to the appropriate night duty allowance specified in Appendix 1 hereof.

## 10.3 **Overtime -**

- 10.3.1 Subject to the proviso in 10.1.1 overtime is time worked in excess of eight hours or time worked in excess of 80 hours in a fortnight.
- 10.3.2 Overtime will be calculated on a daily basis.
- 10.3.3 Overtime will be paid at the rate of time and one half for the first three hours and double time thereafter.  
  
Provided that overtime that is worked on any of the days on which the holidays provided for in this agreement are observed shall be paid at double time.
- 10.3.4 No overtime shall arise out of arrangement made between individual workers. All interchange of duties shall be subject to approval by the management.
- 10.3.5 Where an employee has not had a period off duty of at least nine hours, overtime shall be paid for all hours worked until a period of nine hours off duty is allowed except in circumstances where an employee has requested a change in duty.

Provided that the above shall not apply to an employee rostered "on-call" and entitled to the allowance specified in Appendix 1.

## 10.4 **Meals and Rest Breaks -**

- 10.4.1 An employee will not be required to work continuously for more than five and one half hours without an unpaid break of one half hour for a meal, unless otherwise mutually agreed to in writing

- 10.4.2 A rest interval of 10 minutes duration shall be allowed to each worker within each 3 hour period of work in the Employer's time and without deduction from wages, and the Employer shall provide tea, coffee, milk and sugar for these breaks and at meal times. Part time or casual employees shall be entitled to the rest break without deduction from pay providing that at least 3 hours are to be worked.
- 10.4.3 Meal and rest breaks shall be allowed at times which enable work to proceed with minimum interruption and therefore may be varied as to timing or staggered amongst a work group as a supervisor may direct.
- 10.4.4 Where an employee cannot be released for an uninterrupted meal break she/he shall be entitled to consume a meal without deduction from pay but shall remain responsible for matters requiring immediate attention. Payment for this break will be included in the payment for the length of the shift hours to be worked. Provided that night shift employees shall be entitled to be paid for a half hour meal break during an eight hour shift.
- 10.4.5 Where an employee is required to work overtime in excess of one hour and such overtime extends over the employee's normal mealtime, a meal allowance shall be paid at the rate of Appendix 1 hereto, or a meal shall be provided. The provision of meals is not obligatory.
- 10.4.6 If an employee wishes to consume a meal provided by the employer they must purchase a ticket from reception. These can be purchased for the rate prescribed in Appendix 1.

**10.5 Timekeeping -**

- 10.5.1 Employees will maintain such time recording systems provided by the Employer as may be necessary to accurately record hours worked and absences.
- 10.5.2 An employee must, where practicable notify their manager or a supervisor prior to the start of her/his rostered commencement time if they are going to be late or absent.

**11. CLASSIFICATION OF EMPLOYEES**

**11.1 Nature of employment**

- 11.1.1 "*Full Time Employees*" are those employees who are engaged to work 80 hours in a fortnight.
- 11.1.2 "*Part Time Employees*" are those employees who are employed for less than 80 hours in a fortnight.  
For part time employees a minimum payment of two hours for each day of engagement will be available.
- 11.1.3 "*Casual Employees*" means any employee who is engaged on an as required basis to meet operational needs, being:
- (a) to relieve full-time or part-time employees during absences on leave and training;
  - (b) to temporarily supplement full time or part-time employees during peak periods of demand;
  - (c) during emergencies;
- Casual employees will be paid pro-rata the full time wage and an 8% loading for holiday pay.
- 11.1.4 *Fixed Term Employees (Temporary)*
- (a) Fixed term employees may be covered by this collective agreement.
  - (b) Where the fixed term agreement has a nominated expiry date, the notice period of the agreement will have no application.
  - (c) An employee engaged on a fixed term basis will have no entitlement to redundancy compensation upon the expiry of the fixed term agreement.

---

**12. PROVISIONS RELATED TO WAGES**

**12.1 Payment of Wages -**

12.1.1 Wages will be paid fortnightly and be credited to a bank account nominated by the employee not later than 3 bank trading days immediately following the end of the pay period.

12.1.2 Employees will be provided with a wages slip detailing the calculations of their earnings and deductions made.

12.1.3 In the event of an employee having their employment terminated or leaving, having given the required notice, the employee may require that wages be paid on the last working day, with the exception of weekends and public holidays.

Should the employee terminate without having given the required notice, the employer shall pay all wages due at the time of the next fortnightly payment.

12.1.4 The payment of final wages on termination is subject to the employee returning all keys, uniform and equipment items in their possession supplied by the Employer.

**12.2 Deductions from Wages -**

12.2.1 Subject to the provisions of this agreement, deductions may be made from the wages due to an employee for time lost through sickness, accident, absence, default or incorrect overpayment or monies owed by the employee, including money owed in accordance with clause 15.3.2. Provided, in the case of incorrect overpayment or monies owed (except in accordance with clause 15.3.2), the employee will be consulted beforehand as to the amount and intended method of recovery which will occur in a manner agreed between the employer and employee and recorded in writing and placed on the employee's file.

12.2.2 An employee and the Employer may agree in writing that deductions for any purpose may be made.

12.2.3 Notwithstanding the provisions of 12.2.1 above, the Employer may deduct from final wages the residual value of unreturned uniform items.

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

12.2.4 Union Fee Deductions

The employer shall for each pay period deduct union fees from the wages of members of the E tū and New Zealand Nurses Organisation (NZNO) who are bound by this agreement and who authorise this to occur. This also includes periods of time off work on paid leave.

The employer shall remit all deducted fees to E tū and NZNO not less than monthly on or by the 20<sup>th</sup> of the month following deduction. Such remittance to be made as a single bulk direct credit to the Union's bank account with a list of members' names and amounts deducted accompanying the payment.

The employer shall simultaneously forward to the E tū and NZNO via email where possible, or by post, a schedule detailing the name and address of the employee/s, value of this deduction; the employee's payroll number; the termination date of any employee who has left, and details of the period covered by the remittance.

**12.3 Wages Records -**

The Employer shall keep a time and wages record in which shall be correctly recorded the requirements of the Employment Relations Act 2000.

**12.4 Rates of Wages and Allowances -**

The respective rates and allowances are as detailed in Appendix 1.

---

### **13. PROVISIONS RELATED TO AMENITIES, MEALS AND UNIFORMS**

#### **13.1 Amenities for Staff in Residential Facilities -**

13.1.1 Suitable facilities for changing shall be provided

13.1.2 A secure cupboard for safekeeping of employee's personal belongings while on duty shall be available.

#### **13.2 Uniforms and Clothing -**

13.2.1 Where specified uniforms, smocks or other special clothing is required by the Employer to be worn these items shall be supplied by the Employer. All items supplied remain the property of the Employer.

13.2.2 Protective clothing and gloves shall be made available as necessary if the nature of the work so requires.

13.2.3 Unserviceable items must be returned to the Employer prior to the issue of a replacement item.

### **14. PROVISIONS RELATED TO LEAVE**

#### **14.1 Relevant Daily Pay Definition –**

*“Relevant Daily Pay”* in accordance with the Holidays Act 2003 reflects what an employee would have been paid if they had worked on the day in question. Any such calculation must include the employee's hourly wage rate, overtime payments, productivity or incentive payments or other payments if those payments would have been received had the employee worked.

#### **14.2 Public Holidays -**

The parties to this agreement acknowledge that the nature of the industry and commitment to the organisation's clients make it necessary to provide service over 7 days each week and the employee in recognition of this agrees to work on Public Holidays if required by the employer to do so, in accordance with the roster.

14.2.1 Public holidays shall be as specified in Section 44 of the Holidays Act 2003 and its amendments, (i.e. 25th day of December, 26th day of December, 1st day of January, 2nd day of January, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, Queen's Birthday, Labour Day, Anniversary Day) or as transferred in accordance with s.44A and B of the Holidays Act 2003.

14.2.2 Where a public holiday excluding 25th day of December and up until midday on ANZAC Day, is observed on a day when an employee is normally employed, and the employee works, they shall be paid time and a half and receive an alternative holiday in accordance with the Holidays Act 2003 and its amendments.

When the 25th day of December and Anzac Day is observed on a day when an employee is normally employed and the employee works, they shall be paid double time for all time worked on 25 December and up until midday on ANZAC Day and receive a paid alternative holiday.

The alternative day will be taken in accordance with the Holidays Act 2003 and its amendments.

14.2.3 Should any of the holidays specified in sub-clause 14.2.1 of this clause occur on an employee's normal work day during the currency of the employee's annual holiday, then such may be extended by one day for every such holiday and the employee shall be paid for every such day.

14.2.4 Should Christmas Day, Boxing Day, New Year's Day, 2nd January Waitangi Day or Anzac Day fall on a Saturday and/or Sunday in any year, such holidays shall be observed as follows:

Where Saturday and/or Sunday are normal working days for an employee, Christmas Day, Boxing Day, New Year's Day and/or 2nd January shall not be transferred to the Monday and/or Tuesday.

Where Saturday and/or Sunday are not normal working days for an employee, Christmas Day, Boxing Day, New Year's Day, and/or 2nd January shall be transferred to the Monday and/or Tuesday.



---

### 14.3 **Annual Leave -**

- 14.3.1 An annual holiday of four weeks shall be allowed in accordance with the Holidays Act 2003 and its amendments.
- 14.3.2 Annual holidays shall be allowed at a time that has regard for the employee's needs for rest and recreation but necessarily is suitable to the work requirements of the Employer.
- 14.3.3 All annual leave shall be taken in the year of entitlement unless prior arrangements have been made with management.
- 14.3.4 Employees shall be entitled to payment of their holiday pay prior to commencing their annual leave.

### 14.4 **Long Service Leave -**

- 14.4.1 An employee shall be entitled to special holidays as follows:
  - (a) 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 Employer.
  - (b) 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 Employer.
  - (c) One special holiday of five weeks after the completion of 35 years of current continuous service with the Employer.
- 14.4.2 All such special holidays provided for in sub clause 14.4.1 of this clause shall be on ordinary pay 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.
- 14.4.3 If an employee, having become entitled to a special holiday, leaves her/his employment before such holiday has been taken, s/he shall be paid in lieu thereof.

### 14.5 **Bereavement Leave/Tangihanga Leave -**

- 14.5.1 The employer will, on the death of an employee's partner, child, parent, brother, sister, brother-in-law, sister-in-law, parent-in-law, son-in-law, daughter-in-law, grandparent, step-parent, step-child, step-brother, step-sister, grandchild or in any special case or where the employee is responsible for making funeral arrangements, grant to the employee leave on full pay for a period of up three days.
- 14.5.2 Subject to the employee making application, the employer may agree to grant unpaid leave in order to accommodate various special bereavement needs, not recognised in sub clause 14.5.1 above.

### 14.6 **Parental Leave -**

The provisions of the Parental Leave and Employment Protection Act 1987 and its amendments shall apply.

### 14.7 **Jury Service –**

Where an employee is obliged to undertake jury service the difference between the fees (excluding reimbursing payments), if any, paid by the Court and the employee's ordinary rate of pay shall be made up by the Employer, provided:

- 14.7.1 That the employee produces the Court expenses voucher to the Employer;
- 14.7.2 That the employee returns to work immediately on any day she/he is not actually serving on a jury.

These payments shall be made for up to a maximum of five days in respect of each separate period of jury service.

#### 14.8 **Study Leave –**

The parties to this agreement record their intention that staff be given reasonable opportunity to undertake courses of study or training relevant to their employment. Paid training/study leave of a minimum of 40 hours per annum shall be granted to enable this study. Should an employee require assistance with course fees, the employer may advance the fees.

#### 14.9 **Sick Leave -**

14.9.1 For every six months continuous service with the Employer an employee employed full time shall be entitled to five ordinary days sick leave, provided that:

- (a) A claim for sick leave shall be supported by a medical certificate in accordance with the Holidays Act 2003 and its amendments
- (b) The employee shall advise the Employer as soon as practicable of inability to work because of sickness. Only in exceptional circumstances shall notice be given after the time for commencement of duty.

14.9.2 Sick leave shall accumulate to the equivalent of 50 days' pay by carrying forward from one six month period to another any unused accumulated benefit of up to 45 days.

14.9.3 Part-time employees shall be entitled to pro-rata the full time entitlement to sick leave, provided that a part-time employee shall receive not less than five days special leave entitlement each year, in accordance with the Holidays Act 2003 and its amendments.

14.9.4 An employee who is sick on a public holiday, on a day which would otherwise be their working day, will be paid at ordinary rates, with no deduction from their sick leave entitlement.

14.9.5 An employee may take sick leave if:

- (a) the employee is sick or injured, or
- (b) the employee's partner is sick or injured, or
- (c) a person who depends on the employee for care is sick or injured.

14.9.6 Sick leave shall have no cash value other than for sickness.

14.9.7 This leave shall be deemed to be inclusive of the employees entitlements as set out in the Holidays Act 2003 and its amendments.

14.9.8 If sick leave is exhausted, annual leave may be used by mutual agreement.

#### 14.10 **Discretionary Sick Leave -**

The General Manager may at his/her discretion require the employee to take discretionary sick leave in the interests of health and safety of the employee, other employees, and/or residents.

The employer may require a medical clearance before an employee is able to return to the workplace.

The employee will be paid for discretionary sick leave at ordinary rates of pay without deduction from the employee's sick leave entitlement.

#### 14.11 **Domestic Violence Leave**

In accordance with the Holidays Act 2003 an employee may, after 6 months continuous service, be entitled to take up to 10 days domestic violence leave per annum to assist an employee to deal with the effects of domestic violence.

---

---

## **15. GENERAL PROVISIONS**

### **15.1 Health and Safety -**

- 15.1.1 The Employer and employees shall take all reasonable precautions for the safety and health of all employees. Employees who do become aware of damage or faults to equipment or the existence of other hazards that may endanger the health and safety of others shall immediately report such damage, fault or hazard to the Management.
- 15.1.2 Employees shall comply with the provisions of the Health and Safety at Work Act 2015 concerning safety, health and welfare matters.
- 15.1.3 Employees shall assist in identifying, minimising and/or eliminating hazards and constructively be involved in proposing solutions in this regard.
- 15.1.4 Employees have an obligation to report to work in such a condition that they are able to perform duties properly and safely and shall ensure that they do not put their own or anyone else's safety at risk.
- 15.1.5 If an employee has any concerns at all in respect to his/her safety and wellbeing or the safety and wellbeing of others, the employee shall report this to management as soon as possible.
- 15.1.6 Where employees are properly concerned on reasonable grounds for their safety or health the Employer will allow the employees directly involved to leave the work area or cease the work which is the cause of their concern while steps to remedy the problem are immediately followed. Those employees may be directed to work elsewhere or to undertake other work activity where there is no reasonable apprehension of risk to their safety or health. During the procedure for resolution of any dispute or difference or grievance related to safety or health, normal work will continue so far as practicable.
- 15.1.7 The employer, may at its expense, require an employee to undergo a medical examination by a registered medical practitioner in the following circumstances:
- (a) the employer requires a medical clearance prior to an employee returning to work after a period of absence due to a medical condition; or
  - (b) the employer has reasonable grounds to believe an employee's medical condition is having a detrimental impact upon the employee's ability to perform their duties.
  - (c) an employee is claiming his/her medical condition is work related.

### **15.1.8 Accident/Injury Reporting**

The employee is required to report all accidents/injuries when possible, which occur arising out of/or in the course of employment.

### **15.2 Harassment -**

The employees and the employer recognise the undesirability of harassment in the workplace and it constitutes unacceptable behaviour and there is a zero tolerance to harassment.

### **15.3 Termination - General –**

- 15.3.1 Except for casual employees where no notice is required, two weeks' notice of termination of employment shall be given by either the employer or an employee or the equivalent of two weeks' remuneration shall be paid or forfeited by either the employer or the employee in lieu of such notice. This shall not prevent instant dismissal for serious misconduct.
- 15.3.2 The amount of payment made in lieu of notice or to be forfeited shall be the ordinary wages that would otherwise have been earned in the two weeks immediately following the termination.

15.3.3 Abandonment of employment - Where an employee absents her/himself from work for a continuous period exceeding three days without the consent of the Employer or without notification to the Employer, she/he shall be deemed to have terminated her/his employment.

15.3.4 Upon termination of employment the Employer, on request, shall provide the employee with a certificate of service stating dates and the capacity(ies) of the employment.

15.3.5 Redundancy –

In the event of a redundancy situation, employees other than casual or temporary employees shall be entitled to receive four weeks' notice of termination or be otherwise compensated by payment in lieu for any balance when the period of notice is less than four weeks. Every endeavour shall be made to enable mutually agreed redeployment.

The employee shall be obliged to work out the notice period except that should she/he obtain alternative employment that would require a commencement date earlier than the expiry of the notice period, the employee and the Employer may agree to waive the remaining period of employment or part of. The Employers consent should not be unreasonably withheld in such cases.

Employees shall be entitled to reasonable paid time off to attend job interviews while working out their notice of redundancy.

15.3.6 Employee Protection Agreement

- (a) Where an employee is employed in a position described in Schedule 1A (b) or (c) of the Employment Relations Act 2000 then the process described within sections 69A to 69J of the Employment Relations Act 2000 will apply.
- (b) For employees engaged in positions other than those specified in clause 15.3.6(a) the process set out in subclauses (c) to (g) will be followed in the event of the employer's business being restructured as defined in the Employment Relations Amendment Act (No. 2) 2004.
- (c) In the course of negotiating a sale and purchase agreement or a contract for services, the employer will discuss with the new employer how the restructuring will affect the employee's employment, including:
  - Whether or not the new employer will offer the employee on-going employment;
  - The nature of the on-going employment (if any) including the capacity in which the employee would be engaged, the terms and conditions of employment and whether the new employer will recognise the employee's previous service with the company;
  - The proposed date of commencement of employment with the new employer.
- (d) The employer will subsequently advise the unions and the employee(s) whether employment opportunities exist with the new employer and, if so, the nature of those opportunities and the timeframe and process involved for offer and acceptance of employment with the new employer.
- (e) The employee will have the right to choose whether or not to accept employment with the new employer.
- (f) The employee shall not be entitled to the payment of redundancy compensation where the employee chooses not to transfer to the new employer in circumstances where the new employer has offered the employee employment in the same or not less favourable terms and conditions including continuity of service and service related entitlements.
- (g) If an employee chooses not to transfer to the new employer (in circumstances other than that described in (f) or if there are no employment opportunities with the new employer, the employee will be deemed to be redundant.

#### 15.4 **Employees Meetings -**

During each 12 months of the term of this agreement employees shall be entitled to 4 hours leave without loss of ordinary pay to have meetings with their authorised agents, provided that each of the following conditions are first agreed and fulfilled.

15.4.1 The date, time and place of the meeting shall be agreed with the Employer; and

15.4.2 Normal duties will resume immediately at the conclusion of the meeting; and

15.4.3 Only those employees attending the meeting during their ordinary hours of duty will be entitled to payment; and

15.4.4 Satisfactory arrangements will be made to ensure essential care of residents and patients is maintained during the time of the meeting.

#### 15.6 **Dress Code**

The employees shall comply with the requirements of any Dress Code in place. Dress Code Policy changes will only be made in consultation with employees.

#### 15.7 **Conflict of Interest**

15.7.1 Employees shall not be engaged in or perform any activity which may adversely affect and/or interfere with the proper performance of their duties.

15.7.1 Before the employee does anything that might compete against the material interests of the employer, the employee shall obtain agreement from the employer.

## **Part 3 – Personal Grievances and Disputes**

### **16. PERSONAL GRIEVANCES & DISPUTES**

The Employer's objective is to resolve work related problems as rapidly as possible. If an Employee has any such problem they are encouraged to raise the matter with the Manager in the first instance.

### **17. PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS**

#### **17.1 Employment relationship problems**

These include personal grievances, disputes, and any other problems arising out of relationships between employers, employees, unions and their members.

#### **17.2 Personal Grievances**

A personal grievance covers the following situations:

- unjustifiably dismissed or disciplined/warned; or
- disadvantaged (in your employment generally, or one or more conditions of your employment) by some unjustifiable action; or
- discriminated against; or
- sexually harassed; or
- racially harassed; or
- subject to duress because of your membership or non-membership of a union.

### 17.3 **Disputes**

A dispute is a disagreement over the interpretation or application of this Collective Employment Agreement.

### 17.4 **Raising Employment Relationship Problems**

An employment relationship problem should be raised and discussed with the employee's Supervisor or Manager as soon as possible.

### 17.5 **Time Limit On Raising A Personal Grievance**

An employee who believes they have a personal grievance must raise it as a personal grievance within 90 days of the incident complained of occurring or coming to their attention.

### 17.6 **Mediation**

- (i) If the problem is not resolved by discussion, any party may (without undue delay) seek the assistance of the mediation services provided by the Department of Labour.
- (ii) All parties must co-operate in good faith with the Mediator to resolve the problem.
- (iii) Mediation is confidential and, if it does not resolve the problem, is without prejudice to the all parties.
- (iv) Any settlement of the problem signed by the Mediator is final and binding.

### 17.7 **Employment Relations Authority**

If the problem is not resolved by mediation, it may be referred to the Employment Relations Authority for investigation and determination.

## **Part 4 – Change Proposals and Redundancy Agreement**

### **18. CHANGE PROPOSALS AND REDUNDANCY AGREEMENT**

The parties agree to comply with the change proposals and redundancy agreement attached as Appendix 2 to this agreement.

## **Part 5 – Union Rights**

### **19. DELEGATES RIGHTS**

- 19.1 The employer will recognise delegates, chosen by employees as the Union representatives.
- 19.2 Delegates will be allowed reasonable paid time to conduct on-site union business.
- 19.3 Delegates will have the right to accompany another member when representing them in a grievance.
- 19.4 Where more than one delegate is present, a site committee will be entitled to meet to deal with union business, and the timing of such meetings pre-arranged with the employer.
- 19.5 By arrangement delegates may be released without loss of normal pay for offsite union business.
- 19.6 The delegates will be given access to facilities for the effective performance of their job, including telephone, fax, and email.
- 19.7 Delegates will have the use of a union notice board for the posting of union notices.

**20. STOPWORK MEETINGS**

Union members are entitled to one further paid stop work meeting of up to two hours per calendar year to attend the Union's Annual General Meeting, provided the conditions relating to notification of stop work meetings are met.

**21. SECONDMENT OF DELEGATES**

Delegates may be released on unpaid leave for periods of up to three months to work for the union.

**22. PAID EDUCATION LEAVE**

The employer will release employees bound by this collective agreement on paid education leave.

The annual allocation of paid education leave for employees bound by this collective agreement shall be based on Section 74 of the Employment Relations Act 2000.

The formula is as follows:

<b>Full Time Equivalent Eligible Employees</b>	<b>Days of Employment Relations Education Leave the Union may Allocate</b>
1 - 5	3
6 - 50	5
51 - 280	1 per 8 fte or part of that number
281 or more	35 days plus 5 days for every 100 fte or part of that number that exceeds 280

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 .5 fte.

This provision shall be in addition to other leave as may be required for delegates to attend meetings and events which are not covered by the provisions of the paid education leave of the Employment Relations Act 2000.

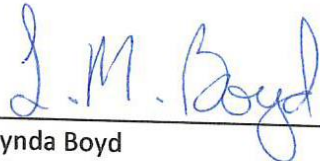
On March 31 each year the Union party to this agreement shall notify the employer of the:

- (i) Maximum number of employment relations leave days, and the
- (ii) Details of the calculation.

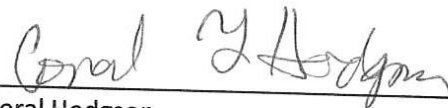
## Part 6 – Signatory Parties

### SIGNATORY PARTIES UPON MAKING OF AGREEMENT

Signatories:



Lynda Boyd  
New Zealand Nurses Organisation



Coral Hodgson  
E tū



Charmaine Diver  
For and on behalf of  
Rannerdale War Veteran Home Ltd



---

## APPENDIX 1

### WAGE RATES AND ALLOWANCES

- (a) Rates of remuneration shall be determined in accordance with the following definitions and scales provided that the employee may be required to undertake any other duties that they are lawfully permitted to perform. Allowances are payable in terms of the provisions of the relevant clauses detailing qualification for payment.

(b) **Definitions**

"*Week*" in the case of day workers shall mean the seven days computed from midnight to midnight covered by the pay week.

In the case of night workers shall mean the seven days computed from noon to noon covered by the pay week.

"*Ordinary Hours*", "*Duty*", or "*Shift*" shall have the same meaning being the time worked within the limit of daily hours on any day and is not overtime.

"*Night shift*" - means a duty or shift commencing at or after 9 pm and concluding at or before 8 am on the following day.

"*On Call*" means a period when an employee is required to remain available to attend work during otherwise off-duty times.

(c) **Occupational Classifications**

"*Enrolled Nurse*" means a person defined by the Health Practitioner's Competence Assurance Act 2003 as an Enrolled Nurse who holds a current annual practising certificate and works under the direction and supervision of a Registered Nurse.

"*Registered Nurse*" means a person defined by the Health Practitioner's Competence Assurance Act 2003 as a Registered Nurse who holds a current annual practising certificate.

"*Support Worker*" shall refer to an employee wholly or substantially engaged in general cleaning and domestic duties, laundry and sewing work, kitchen duties with limited or little cooking responsibility, porter/orderly duties, routine maintenance and other supportive duties. Support Worker shall include employees designated as domestics and kitchen hands.

"*Clerical Worker*" shall refer to an employee wholly or substantially engaged in administrative duties.

"*Health Care Assistant*" is an assistant to the nursing team performing simple nursing tasks relating to total patient care under the direction and supervision of a registered nurse who shall be accountable for the patient care.

"*Activities Coordinator*" is an employee engaged in planning and implementing a programme orientated to both group and individual activities which is conducive to the physical and mental well being of the residents.

## RATES OF WAGES

<b>Caregiver Staff</b>	
<b>Hourly Rates for Caregiver Staff Engaged before 1 July 2017</b>	
<b>Employee's Qualification or Continuous Length of Service with Employer</b>	<b>1 July 2019 to 30 June 2021</b>
No relevant qualification or less than 3 years	\$20.50
Level 2 qualification, or 3 years or more but less than 8 years	\$21.50
Level 3 qualification, or 8 years or more but less than 12 years	\$23.00
12 years or more, if * applies	\$24.50
Level 4 qualification, or 12 years or more, if * does not apply	\$25.50
* This applies to a caregiver staff if: a) the employee commenced employment with the employer on or after 1 July 2005; and b) the employee has not attained a level 4 qualification; and c) the employee's employer has provided the support necessary for the employee to attain a level 4 qualification.	
<b>Hourly Rates for Caregiver Staff Engaged on or after 1 July 2017</b>	
<b>Employee's Level of Qualification</b>	<b>1 July 2019 to 30 June 2021</b>
No relevant qualification	\$20.50
Level 2 qualification	\$21.50
Level 3 qualification	\$23.00
Level 4 qualification	\$25.50

### Training and Education

Rannerdale will support care and support workers to attain:

- The New Zealand Certificate in Health and Wellbeing level 2 (or equivalent) within the first 12 months of employment; and
- The New Zealand Certificate in Health and Wellbeing level 3 (or equivalent) within the first 3 years of employment; and
- The New Zealand Certificate in Health and Wellbeing level 4 (or equivalent) within the first 6 years of employment.

Support to attain these qualifications shall include paying fees of training courses, providing 2 days paid study leave per year.

<b>Support Staff</b>	
	<b>From 1 July 2019</b>
Step 1	\$17.70
Step 2	\$19.00
Step 3	\$19.75
Progression: Step 1 to Step 2 - Upon achievement of NZ Certificate in Cleaning (Level 2) Step 2 to Step 3 - Upon achievement of NZ Certificate in Cleaning (Level 3)  The paid rate to increase to \$18.25 per hour from 1 July 2019.  Support Workers will not be disadvantaged by a performance appraisal not being carried out.	

<b>Enrolled Nurses/Nurse Assistants</b>	
	<b>From 1 July 2019</b>
	\$27.00

<b>Registered Nurses</b>		
	<b>Requirements for progression</b>	<b>Hourly Rate From 1<sup>st</sup> July 2019</b>
<b>Step 4</b>	<b>4+ years of NZ registration</b>	<b>\$33.90</b>
<b>Step 3</b>	<b>3+ years of NZ registration</b>	<b>\$33.30</b>
<b>Step 2</b>	<b>1-2+ years of NZ registration</b>	<b>\$31.25</b>
<b>Step 1 (New Grad)</b>	<b>First 12 months of service</b>	<b>\$28.00</b>
<b>Progression</b> <ul style="list-style-type: none"> <li>By annual increment at employment anniversary date steps 1 to 4 inclusive, subject to satisfactory performance, which will be assumed to be the case unless the employee is otherwise advised.</li> </ul>		

#### **PDRP Allowance**

A Registered Nurse who have achieved Proficient PDRP will be entitled to an allowance of \$1.00 per hour.

A Registered Nurse who has achieved Expert PDRP will be entitled to an allowance of \$1.50 per hour.

A Registered Nurse will be entitled to the PDRP allowance from the date (subsequent to 1 July 2019) that a successful PDRP portfolio has been submitted to the DHB.

A Registered Nurse will cease to have an entitlement to these allowances at the time they cease to maintain the requisite proficiency.

#### **(B) Saturday and Sunday Work**

When HCA's are required to perform work on any Saturday or Sunday as part of their normal working week, they shall, in addition to their ordinary rate of pay, be paid an allowance based on not less the 50% of the ordinary rate they were on immediately before the commencement of the Care and Support Workers (Pay Equity) Settlement Act. For any new employee commencing after 1st July 2017 evidence of qualification at 30 June 2017 must be provided to support this allowance. If no evidence is provided a rate of 50% of Step 1 is applicable.

Step 1: \$7.88  
 Step 2: \$8.62  
 Step 3: \$9.19  
 Step 4: \$9.37

When workers, other than HCA's are required to perform work on any Saturday or Sunday as part of their normal working week, they shall, in addition to their ordinary rate of pay, be paid for the time worked at not less than 50 per cent of the ordinary rate (i.e. time and one half).

#### **(C) Medication Allowance**

An HCA who is rostered to be responsible for the medication administration during a particular shift, will have an entitlement to an hourly allowance of \$0.50 for the entire shift.

#### **(D) Other Allowances -**

(i)	Split-Shift	\$7.63 per shift/duty
(ii)	Night Shift/Duty (Cl 2.2.2)	\$9.01 per full day
(iii)	Meal Allowance/Deduction (Cl. 2.5.2(a))	\$4.20 or \$6 per meal

- 
- (iv) On-call Allowance \$7.14 per day
  - (v) In Service Training: Employees are required to attend two compulsory core training programme per year and will be paid at the employee's ordinary hourly rate for the full period of their attendance. The time for the programme may be up to three hours. Other core education programmes shall be attended by agreement, the employee shall not unreasonably withhold their consent to attend the training, and reimbursed at the employee's ordinary hourly rate. The attendance shall be recorded on the employee's time sheet and payable in the pay period following the programme attended.
  - (vi) Quality Improvement (QI) attendance at QI committee meetings by off duty employees will be paid at the employee's ordinary hourly rate.
  - (vii) Call In Allowance  
Where an employee is called in to work on the day of the duty or the night before within the 12 hour period prior the duty commencing s/he will be paid \$15.28 per occasion.

(E) **Annual Practising Certificates**

The employer will pay the cost of the practising certificate for Registered and Enrolled Nurses.

Where these employees are engaged by another employer who contributes towards the cost of the employee's practising certificate, the employer shall pay a proportion of the practising certificate based on the respective hours worked by the employee at Rannerdale and the other employer.

## APPENDIX 2

### CHANGE PROPOSALS AND REDUNDANCY AGREEMENT

The parties agree that change in the sector is necessary in order to ensure the efficient and effective delivery of services. They recognise that there is a mutual interest in ensuring that the services are provided efficiently and effectively and that each party has a contribution to make in that regard.

The process of consultation for the management of change shall be as follows, subject to any requirements to protect the commercial position of the business and also to comply with any confidentiality obligation of any transaction;

- The initiative to be consulted about should be presented to the union and members as a proposal.
- Sufficient information must be provided by the employer to enable the parties consulted to develop an informed response.
- Sufficient time must be allowed for the parties to assess the information and make a response.
- Genuine consideration must be given by the employer to the matters raised in the response.
- The final decision shall be the responsibility of the employer.
- Where the employer declares an employee redundant the employee will be entitled to redundancy compensation as follows:
  - Four (4) week's pay for the first year of service (or part thereof); plus
  - Two (2) week's pay for each further year of service (or part thereof)

The week's pay will be based on the average weekly wage.

- The maximum entitlement to redundancy compensation shall not exceed 26 weeks.

