

Collective Employment Agreement

BETWEEN

**Tranquillity Bay Care
Limited**

AND

**THE NEW ZEALAND
NURSES
ORGANISATION**

1 September 2018 – 1 September 2019

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This Agreement is made pursuant to the Employment Relations Act 2000 and subsequent amendments.

SECTION 1: AGREEMENT FORMALITIES

1. PARTIES

The parties to this Collective Agreement are:

Tranquillity Bay Care Limited (“the Employer”)

AND

New Zealand Nurses Organisation (representing its members)

2. COVERAGE

This Agreement covers all members of the New Zealand Nurses Organisation who are employed in the occupational classifications detailed below by **Tranquillity Bay Care Limited** at the facility below

Occupational Classifications

Registered Nurse
Enrolled Nurse/Nurse Assistant
Health Care Assistant
Cleaner
Kitchen assistant
Laundry Assistant
Cook
Activities Coordinator
Diversional Therapist
Maintenance/Caretaker

Facilities

Tranquillity Bay Care Limited

3. TERM OF THE AGREEMENT

The term of this Agreement will commence on 1 September 2018 and will continue in force until 1 September 2019.

4. POSITIONS

The employees covered by this Agreement will have job descriptions and each employee will perform such duties as required by the Employer. The job descriptions may be changed from time to time. Employees will be consulted prior to any significant change.

Classification of employees:

Registered Nurse has the same meaning as in the Health Practitioners Competence Assurance Act 2003 and its successors.

Enrolled Nurse has the same meaning as in the Health Practitioners Competence Assurance Act 2003 and its successors.

Nurse Assistant has the same meaning as in the Health Practitioners Competence Assurance Act 2003 and its successors.

Health Care Assistant means a person who is designated as such and who is employed as an assistant to nursing staff providing client care and general duties.

Diversional Therapist means a person who is wholly or substantially engaged in co-ordinating therapeutic activity programmes, who has undertaken the Diversional Therapists' training course and holds a qualification as a Diversional Therapist

Activities Coordinator means a person engaged to plan, organise, document and provide an activities programme for residents and day care clients, and to undertake other related duties which may include assisting with care of residents, and transporting residents and day care clients.

Cook means a person engaged in cooking and in the supervision of the work of the kitchen.

Senior Cook means a cook who has overall responsibility for the management of the kitchen.

Kitchen Assistant means a person who is wholly or substantially engaged in the preparation of cooking of meals and kitchen duties.

Maintenance/Caretaker means a person who is wholly or substantially engaged in maintenance and upkeep of the grounds, buildings and equipment.

5. DEFINITIONS

FULL TIME/ PART TIME / FIXED TERM AND CASUAL EMPLOYMENT

Employees may be engaged as either full time, part time, casual or fixed term.

“Full time Employees” An Employee engaged part time or fixed term shall be entitled to the same rights and benefits as a full time Employee, except as otherwise stated in this Agreement. Fixed term employment agreements will not be used to deny Employees security of employment

“**Full time Employees**” are those Employees who are employed as permanent Employees to work a guaranteed minimum of 64 hours or more over the fortnightly roster cycle, as detailed in their individual letter.

“**Part time Employees**” are those Employees who are employed as permanent Employees to work a guaranteed minimum of less than 32 hours over the fortnightly roster cycle, as detailed in their individual letter.

A “**Fixed term Employee**” is an Employee who is engaged for a specified period of employment e.g. x months from y date to z date or for a specific event or for a specified project. Fixed Term Employment Agreements will only be used to cover specific situations of a temporary nature such as, but not limited to:

- a) To fill a position where the incumbent is on leave [sabbatical, parental, etc.]
- b) Where there is a project/task with funding of a finite duration.

“**Casual employee**” means any employee who is not regarded as permanent and is not rostered but only employed on as “as required” basis to meet the operational needs of the business. There is no obligation on the part of the casual employee to accept employment when it is offered and there is no obligation on the employer to offer any work.

“**Fortnight**” means Monday to Sunday fortnight.

“**Relevant Daily Pay**” Relevant daily pay, for the purposes of calculating payment for a public holiday, an alternative holiday, sick leave or bereavement leave means the amount of pay that the employee would have received had the employee worked on the day concerned.

SECTION 2: HOURS OF WORK AND REMUNERATION

6. HOURS OF WORK

- a. Every new employee will receive a copy of the Collective Employment Agreement and a letter of offer prior to the commencement of their employment detailing their start date, rate of pay and guaranteed hours.
- b. The ordinary hours of work in any one day shall not exceed eight, unless mutually agreed between the Employer and the employee.
- c. The ordinary hours of work shall not exceed 80 in each fortnight unless by mutual agreement. An employee shall be entitled to four days off in any

one fortnightly work period, with at least two of these days being consecutive days off. The Employer will make every endeavour to allow a second set of two consecutive days off.

- d. A nine-hour break between shifts will be allowed unless otherwise mutually agreed between the Employer and the employee.
- e. An allowance of \$10 will be paid if an employee is required to work without a nine-hour break between shifts, or is required to work a double shift.
- f. The employer will endeavour to accommodate the wishes of the employee within the restraints imposed by the business needs of the Employer and the need for fairness between team members, particularly the distribution of weekend work and shifts. It is necessary for the employee to be reasonably available to work outside these hours when required as the employer is in a service industry and must put patients/clients' needs first.
- g. Rosters will be available two weeks prior to start date. Rosters may be altered to suit the needs of the business with consultation. The employer will undertake to make every effort to try and ensure that seven days' notice of any change to a roster is given.
- h. Any swapping of duties between staff shall require the prior approval of the Employer.
- i. Unless mutually agreed between the Employer and the employee, there will be no more than one shift change per week.
- j. The Employer may, from time to time and through a process of consultation, vary the actual hours of work, depending on the occupancy level of the facility.
 - The process of consultation shall involve the Employer meeting with the relevant union representatives to discuss the structure, functioning and timeframes of this process.
- k. With the agreement of both parties, extended shifts may be offered; however, employees will not be required to work more than 14 hours in any one 24 hour period.
- l. When only one registered nurse is on duty, and no relief is available for the meal break, the registered nurse shall be paid for the meal break at ordinary rates.

- m. When an employee is called into work, they are to be paid a minimum of three hours or the actual hours worked thereafter at the appropriate rate. This is to include any allowances associated with that period of work.
- n. A registered nurse who is required to be on-call during normal off duty hours shall be paid an On-Call allowance of \$20 per weekend.

7. MEAL BREAKS AND REFRESHMENT BREAKS

The employer shall make available tea, coffee, Milo, sugar, milk, hot water and tea-making facilities. The employee shall be entitled to two paid 10-minute refreshment breaks and an unpaid 30-minute meal break in any shift exceeding six hours' duration.

8. WAGES

- a. The ordinary hourly rate shall be set out in the employee's additional terms and conditions. Wages shall be paid by direct credit to a bank account standing in the name of the employee. Payment will be on a fortnightly basis.
- b. Employees will be provided with a wage slip detailing the calculations of their earnings and deductions. Wage slips will also state employees' annual leave entitlement, long service leave balance outstanding and lieu days balance outstanding.
- c. The Employer will make deductions from wages in accordance with the Wages Protection Act.
- d. The Employer shall also be entitled to make a rateable deduction for time lost through the employee's own default, sickness and accident, or at the employee's own request. In addition from time to time the Employer may deduct monies outstanding during employment providing the Employee has consented in writing.
- e. 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.

9. OVERTIME

Overtime will be paid at rate one and a quarter, for all hours worked in excess of 80 hours per fortnight. Overtime is not payable where employee requests overtime.

10. KIWISAVER

Upon commencement of employment employees will automatically be enrolled into KiwiSaver.

The Employer will comply with all its legal obligations in relation to KiwiSaver.

SECTION 3: TERMS OF EMPLOYMENT

11. EMPLOYEE OBLIGATIONS

- a. Any offer of employment is based on information provided by the employee in their employment application form, resume and formal job interview(s). If any false or misleading information was given or any material facts suppressed, the employee may be dismissed for serious misconduct.
- b. The prospective employee has disclosed to the Employer any injuries and/or illnesses previously suffered, or is suffering from, that may affect any employee's ability to effectively carry out the duties for which they have been employed.
- c. The duties to be undertaken include those set out by the Employer and detailed in the job description. It is expected that employees shall carry out their duties well, faithfully and diligently, providing the employer the full benefit of the employee's experience and knowledge within their role.
- d. The employee may be required from time to time to perform any other duties within his/her capabilities in addition to those originally specified in the job description, should the need for this arise. Should this occur at the request of the employer and should the other duties attract a lower pay rate, the employee's higher pay rate will be maintained. Should the other duties attract a higher rate of pay, then the employee will receive the higher rate for the duration of those duties.
- e. The employee has a duty at all times to protect the assets of the employer.
- f. Employees shall use their best endeavours to promote, develop and extend the Employer's business interests and reputation.
- g. Employees must not engage in any paid or unpaid employment, which might create a genuine conflict of interest with their position with the Employer, without first obtaining the written permission of the Employer. Such permission shall not be unreasonably withheld. If permission is withheld the Employer must provide reasons in writing.
- h. It is the responsibility of all employees to read and adhere to all the company's policies and procedures. The Employer will ensure that employees are made aware of, and provided with access to, all company policies and procedures.

EMPLOYER OBLIGATIONS

The Employer shall:

- a. Act as a good Employer in all dealings with the Employee and the Employees representatives;
- b. Deal with the Employee and any representative of the Employee in good faith in all aspects of the employment relationship;

- c. Take all practicable steps to provide the Employee with a safe and healthy work environment.
- d. Monitor against the guidelines of The NZ Standards Indicators for Safe
- e. Aged-care and Dementia-care for consumers (SNZHB 8163 -2005).

12. ANNUAL PERFORMANCE REVIEW

The employer will conduct a 12-monthly review of the employee's position, duties and performance.

13. CONFIDENTIALITY AND NON-DISCLOSURE

- a. As part of normal duties the employee will obtain or have access to confidential information concerning the employer and residents. Under no circumstances is any use to be made of this information except for purposes directly related to furthering the business objectives of the employer as provided within the terms of the employee's delegated authority.
- b. Upon termination of this agreement, the employee shall not in any circumstances whatsoever, either directly or indirectly, use any confidential information belonging to the employer for any purpose whatsoever.
- c. Upon termination of employment, the employee shall deliver up any records or documents (however stored) obtained during employment, to the employer.

14. ORIENTATION/BUDDYING

Time spent orientating/buddying at the start of employment will be paid at the minimum hourly rate for the appropriate occupational group. This would be up to a maximum of three days. An employee while orientating would normally not be required to work in a solo capacity, or, carry out any duties in a solo position. Should this not be the case, normal hourly rate will be paid.

15. TRAINING

The parties acknowledge that ongoing education and training are important for the Employees, residents and the Employer. The Employees are obliged to take reasonable steps to keep abreast and up to date with modern developments in residential care.

The Employer will run a series of in-service training sessions for Employees each year. Where the Employer requires Employees to attend compulsory core in-service education, Employees will be paid for their attendance. The Employer will also give consideration to requests from employees to attend relevant training and development, with or without pay.

The Employer will reimburse the cost of Careerforce training, up to a maximum of \$100, to be paid six months after completion of the course. The Employer agrees that if training undertaken benefits the facility, employees can apply on a case by case basis for consideration of payment if the cost exceeds \$100.

Tranquillity Bay Care will take all reasonably practicable steps to ensure that care and support workers are able 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.

Tranquillity Bay Care recognises Careerforce as its NZQA education provider and is committed to best practice assessment and support structures within the facility and to support the process to attain this.

Tranquillity also recognises that workplace training is most effective when there is an internal support structure which includes people within the workplace.

Medication Training

Staff who attend medication training at the facility when not on shift will be paid for a maximum of 1 hour for each session with prior approval from the RN.

16. UNIFORMS

- a. Any uniforms, including name badges, supplied by the employer must be worn at all times whilst on duty, in their entirety. Staff will be provided with:-
 - 1 upper and lower garment for staff working one or two shifts per week.
 - 3 upper garments for staff working 3 shifts or more per week.
- b. The employee is required to launder and keep the uniforms in good condition at all times.
- c. Upon termination, the employee must return the complete uniform in a clean and presentable condition.

17. VACCINATIONS

The employer will pay for annual influenza vaccinations through the company doctors. Staff will also receive vaccinations for Hepatitis as per current practice.

18. REIMBURSEMENT OF PRACTISING CERTIFICATES

The Employer will reimburse the cost of annual practising certificates for Enrolled Nurses/Nurse Assistants and Registered Nurses.

19. HEALTH AND SAFETY

- a. The parties to this agreement are committed to the observance of safe working practices and to the good health of all employees, in accordance with the Health and Safety at Work Act 2015. Employees are expected to promptly report any actual or potential hazards and unsafe practices to the hospital management who shall act to remedy the problem. Employees are expected to be mindful of their own health and safety and to discuss any concerns they may have with management.
- b. Under no circumstances must employees come to work under the influence of alcohol or drugs, unless the drugs are prescribed by a doctor. No alcohol or non-prescribed drugs are to be brought on to the premises of the employer.
- c. Under the Smoke-free Environments Act, all internal areas are totally smoke-free. All staff must comply with these regulations. Staff may only smoke in the designated, outside areas.
- d. The employer is committed to employee participation and will facilitate the establishment and running of a Health and Safety Committee.

20. SCHEDULE OF TERMS

Each employee shall be provided with a Schedule of terms which shall not be inconsistent with the collective agreement. The Schedule will state the employee's agreed hours, start date and ordinary hourly rate not otherwise specified in the collective agreement. Any agreed variation shall be recorded and a copy provided to the employee.

SECTION 4: HOLIDAYS AND LEAVE

21. ANNUAL HOLIDAYS

- a. After one year of current continuous service with the employer, the employee shall be entitled to four weeks' annual holiday per year in accordance with the provisions of the Holidays Act 2003 and its amendments.
- b. Holidays should be taken before the next anniversary date of the start of the employment of the employee at a time mutually convenient to the employee and the employer. If no mutual agreement is reached, the employee will be given at least 14 days' notice of the need and time to take holidays.

- c. Employees who have had 5 years continuous service working for **Tranquillity Bay Care Limited** will be entitled to 5 weeks annual leave per annum.

22. SICK LEAVE

- a. Sick leave shall be provided in accordance with the Holidays Act 2003 and its amendments.
- b. Employees covered by this agreement are entitled to seven days' paid sick leave when:
 - i. the employee has completed six months' current continuous employment with the employer; or
 - ii. if (i) above does not apply and the employee has, over a period of six months, worked for the employer for at least an average of 10 hours per week during that period and no less than one hour in every week or no less than 40 hours per month during that period.
- c. Seven days' sick leave is available at the completion of every 12-month period thereafter. E.g. 18 months etc.
- d. After 2 years service, employees are entitled to 8 days sick leave per year.
- e. After 4 years service, employees are entitled to 10 days sick leave per year.
- f. Sick leave may accumulate to a maximum of 35 days.
- g. Paid sick leave can be taken if:
 - i. the employee is sick or injured; or
 - ii. the employee's spouse is sick or injured; or
 - iii. a person who depends on the employee is sick or injured.
- h. A medical certificate may be required if the sickness or injury leave is for a period of three working days or more. The Employer may require a medical certificate within 3 days, if the employer informs the employee as early as possible that proof is required; and the employer agrees to meet the employee's expenses in obtaining proof.
- i. The employee must notify the employer of their intention to take sick leave as early as possible prior to the start of the work period or if that is not practicable, as early as possible after that time.
- j. Employees can apply for their sick leave balance using the request form and a response will be provided within 3 days. If employees require more detailed information or if the request is urgent they will talk to the manager.

23. BEREAVEMENT/TANGIHANGA LEAVE

- a. Bereavement leave shall be granted in accordance with the Holidays Act 2003 and its amendments.

- b. The employee is entitled to paid bereavement leave when:
 - (i) the employee has completed six months' current continuous employment with the employer; or
 - (ii) if (i) above does not apply and the employee has, over a period of six months, worked for the employer for at least an average of 10 hours per week during that period and no less than one hour in every week or no less than 40 hours per month during that period.
- c. The employee may take three days' paid bereavement leave on the death of the employee's:
 - spouse, parent, child, brother or sister,
 - grandparent, grandchild, spouse's parent.
- d. The employee may take one day's paid bereavement leave on the death of any other person where the employer accepts, having regard to the relevant factors listed below, that the employee has suffered a bereavement. The relevant factors include:
 - 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
 - any cultural responsibilities of the employee in relation to the death.
- e. The employee may take one extra day unpaid or from their annual leave entitlement on death of any other person provided that the employer can arrange alternative cover prior to taking the leave.

24. PUBLIC HOLIDAYS

- a. The employer and the employee agree that the following days shall be granted as whole holidays in accordance with the Holidays Act 2003 where they fall on days that would otherwise be a working day for the employee.

It is agreed that such holidays shall be observed on the day on which they actually fall.

New Year's Day [1 January] and 2 January

Waitangi Day [6 February]

Good Friday and Easter Monday

ANZAC Day [25 April]

The birthday of the reigning Sovereign [first Monday in June]

Labour Day [fourth Monday in October]

Christmas Day [25 December]

Boxing Day [26 December]

Anniversary Day of the Province

- b. Where the employee is not required to work on any of the days specified in subclause (a) above, it being a day that would otherwise be a working day for the employee, then the employee shall be paid for the day at not less than the employee's relevant daily pay for that day.
- c. Where the employee is required to work on any of the days specified in subclause a. above, it being a day that would otherwise be a working day for the employee then the employee shall be paid for the day at not less than the employee's relevant daily pay and in addition, hours worked on that day shall be paid at half rates extra, except for New Year's Day, Good Friday, Easter Monday and Christmas Day where ordinary rates in addition apply.

The employee shall also be allowed a whole paid day off in lieu to be taken at a time mutually agreed between the employer and the employee. If the day is not taken after 12 months the employer can direct a date for it to be taken or the parties may agree for it to be paid out.

- d. Where the employee works on any of the days specified in subclause (a) above, it being a day that would not otherwise be a working day for the employee, then the employee shall be paid for all time worked at time and a half for each hour worked based on the employee's relevant daily pay, except for New Year's Day, Good Friday, Easter Monday and Christmas Day where ordinary rates in addition apply. No lieu day is due pursuant to this subclause.
- e. The employee consents to work the days specified in subclause (a) above as required by the employer.
- f. If the employee is sick or suffers a bereavement on a Public Holiday on which the employee was scheduled to work, that day is to be treated as an unworked Public Holiday, rather than as sick or bereavement leave.

25. LONG SERVICE LEAVE

Upon completion of ten (10) years current continuous service at **Tranquillity Bay Care Limited**, employees will become entitled to 1 additional week of leave.

The entitlement to one additional week of leave will arise on the completion of ten years current continuous service, and on the completion of each ten year period of current continuous service thereafter, on a "one-off" basis.

26. PARENTAL LEAVE

Parental leave shall be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 and its amendments.

SECTION 5: DISCIPLINARY AND PROBLEM RESOLUTION PROCEDURES

27. REPRESENTATION AT DISCIPLINARY MEETINGS

The Unions agree to use best endeavours to ensure a union representative will be made available to attend a disciplinary meeting within 5 working days.

28. NOTICE OF TERMINATION

a. Registered Nurses

Employment may be terminated by either the employee or the employer, giving four weeks' notice (unless a lesser period of time is agreed upon by both parties), with full benefits being paid up to the date of termination.

b. All other occupational classifications

Employment may be terminated by either the employee or the employer, giving two weeks' notice (unless a lesser period of time is agreed upon by both parties), with full benefits being up to the date of termination.

However, in instances of serious misconduct, the employer may terminate the employee's employment without notice (subject to the provisions of the employer's disciplinary code, where applicable).

29. ABANDONMENT OF EMPLOYMENT

Where the employee is absent from work for a continuous period exceeding two (2) working days without the consent of the employer or without notification to the employer, they will be considered by the employer as having terminated their employment without notice, unless there is a reasonable explanation acceptable to the employer. The employer shall attempt to contact the employee.

30. SUSPENSION

Where an employee is suspended the employer will suspend on pay. The parties agree that they will act in good faith in attending meetings and there will be no undue delays.

EMPLOYEE PROBLEMS, DISPUTES AND PERSONAL GRIEVANCE PROCEDURES

In relation to any employment problem, dispute or personal grievance, which may arise during the term of this agreement, the provisions of this clause and the Employment Relations Act 2000 shall apply.

RESOLUTION OF EMPLOYMENT PROBLEMS

In order for the employment relationship to be as successful as possible, it is important that the Employer and Employees deal effectively with any problems that may arise.

This procedure sets out information on how problems can be raised and worked through:

- a) What is an employment relationship problem?
 - i. It can be anything that harms or may harm the employment relationship, other than problems relating to negotiating the terms and conditions of employment.
 - ii. A personal grievance (a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment or duress in relation to membership or non- membership of a union or Employee organisation).
 - iii. A dispute (relating to the interpretation, application or operation of the employment Agreement).
 - iv. Any other problem relating to or arising out of an Employee's employment relationship with the Employer except matters relating to the fixing of new terms and conditions of employment.
- b) Clarify the problem
 - i. If the Employee feels that there may be a problem in their employment relationship, the first step is to check the facts and make sure there really is a problem, and not simply a misunderstanding.
 - ii. An Employee may want to discuss a situation with someone else to clarify whether a problem exists, but in doing so the Employee should take care to respect the privacy of other Employees and managers, and to protect confidential information belonging to the Employer. For example, the Employee could seek information from:
 - the Employee's delegate / union, a lawyer, a community law centre or an employment relations consultant.
 - friends and family
 - the Ministry of Business, Innovation and Employment on 0800 800 863 or on its website at www.mbie.govt.nz pamphlets/fact sheets from the Ministry of Business, Innovation and Employment.
- c) Discuss the problem

If the Employee believes that there is a problem, it should be raised as soon as possible. This can be done in writing or orally provided the Employee feels comfortable doing so. An Employee should ordinarily raise the problem with their direct manager. Otherwise the problem can be raised with another appropriate manager. A meeting will usually then be arranged where the problem can be discussed. The Employee should feel free to bring a support person with them to the meeting if they wish.

The Employer and Employee will then try to establish the facts of the problem and discuss possible solutions.

d) The next step

If the Employer and Employee are not able to resolve the problem by talking to each other, they each have a number of options:

- They can contact the Ministry of Business, Innovation and Employment, which can provide information and/or refer them to mediation.
- They can take part in mediation provided by the Ministry of Business, Innovation and Employment (or they can agree to get their own mediator, Mediation will normally be confidential).
- If they reach agreement, a mediator provided by the Ministry of Business, Innovation and Employment can sign the agreed settlement, which will be binding on the Employer and Employee.
- They can both agree to have the mediator provided by the Ministry of Business, Innovation and Employment, decide their problem for them, in which case that decision will be binding on them. If mediation does not resolve the problem, either the Employer or the Employee can refer the problem to the Employment Relations Authority for investigation
- The Authority can direct the Employer and Employee to mediation, or can investigate the problem and issue a determination.
- If either the Employer or the Employee is not happy with the Authority's determination, they can refer the problem to the Employment Court (The Court may also tell them to go back and have more mediation).
- In limited cases, there is a right to appeal a decision of the Employment Court to the Court of Appeal.

e) Personal Grievances

If the problem is a personal grievance, then the Employee must raise it within 90 days of when the incidents that give rise to the grievance occur or come to the Employee's attention. A personal grievance can only be raised outside this timeframe with the agreement of the Employer, or in exceptional circumstances.

Grievance rights

The parties agree that no Employee shall be dismissed or disciplined without a reasonable opportunity to have their views considered. To that end no person shall be dismissed without the knowledge of the Director.

31. PROTECTION FROM DISADVANTAGE

- a. Where the work of any employee bound by this agreement is affected by the contracting out, sale, or transfer of all or part of the business, the employer shall consult with the union party to this agreement and those directly affected employee(s) prior to any contract being signed by the employer.
- b. The employer shall take all reasonable steps to ensure that any contract entered into, which will result in the whole or part of the business being contracted out, sold or transferred, shall require the contractor or purchaser acquiring the business or the part being contracted out, sold or transferred to:
 - i. offer the directly affected employee(s) employment in the business that has been contracted out, sold or transferred that is in the same or substantially similar capacity as that in which the employee was employed by the employer, or in a capacity that the employee is willing to accept; and
 - ii. agree to treat service with the employer as if it were service with the contractor or purchaser and as if it were continuous; and
 - iii. offer conditions of employment to the employee(s) which are the same or substantially similar to the conditions of employment set out in this agreement.
- c. Where the employer is successful in securing such contractual arrangements with the person acquiring the business, the directly affected employee(s) shall not be entitled to any of the redundancy provisions set out in clause 24 of this agreement.
- d. If, after all reasonable steps have been taken, the employer fails to secure such contractual arrangements with the person acquiring the business, the directly affected employee(s) shall be declared surplus to the requirements of the employer and the redundancy provisions set out in clause 34 of this agreement shall apply.

32. EMPLOYEE PROTECTION PROVISION

This clause applies to cleaning, laundry and food catering employees. Where the work of any employee bound by this agreement is affected by restructuring, the employer shall act in accordance with the Employment Relations Act 2000 and its amendments.

33. REDUNDANCY

A redundant employee shall mean an employee whose employment is terminated as being surplus to existing requirements by reason of the closing down or reorganisation of the whole or part of the employer's operation, or amalgamation of the employer's operation with the operation of another employer.

For employees with less than five (5) years current continuous service with Tranquillity Bay Care Limited:

In the event of redundancy, no redundancy compensation will be payable; however a minimum of four weeks' notice shall be given to the employee.

For employees with five (5) or more years current continuous service with Tranquillity Bay Care Limited :

In the event of redundancy, employees will be entitled to compensation of 1 month's wages and a minimum of four weeks' notice of redundancy.

34. DISCRIMINATION AND HARASSMENT

Tranquillity Bay Care Limited does not tolerate any discrimination or harassment of its employees. All sexual and racial harassment complaints will be handled in accordance with Tranquillity Bay Care Limited Policy. Attention is drawn to the provisions of the Human Rights Act 1987 and the Employment Relations Act 2000, and its amendments.

SECTION 6: UNION AND AGREEMENT INFORMATION

35. VARIATIONS

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

36. DELEGATES

- a. The employer recognises that the delegates of the Unions party to this agreement are the authorised representatives of Union members and that their role as delegate includes recruitment of members, education, attendance at meetings, negotiations and consultative forums.
- b. Employees shall have reasonable access to New Zealand Nurses Organisation delegates to discuss work related matters upon request.
- c. All new employees shall be informed of who the Union delegate(s) is/are, what shifts they work and how to contact them. The delegates shall be provided with reasonable time to introduce themselves to the employee and provide the employee with relevant information.

37. FEE DEDUCTIONS

- a. The employer shall deduct and remit Union fees monthly. Deductions shall be paid to the Union by direct credit with an identifying reference.
- b. The employer shall forward on a monthly basis via email or post the names and addresses of the employees for whom deductions have been made, the value of the deductions and the employee's payroll number, the termination date of any members who have left the organisation and the details of the period covered by the remittance.

38. PASS ON

- a. A genuine bargaining process will take place between the employer and each individual employee who is not a union member; and
- b. The union party agrees that this process satisfies the employer's obligation to consult with them pursuant to d.59B(6)(b) of the Employment Relations Act, provided that this process is applied to every non union member who may be offered the same or substantially the same terms and conditions as those set out in this collective agreement.

39. ACCESS

The Unions party to this agreement shall be granted access to **Tranquillity Bay Care Limited** site in accordance with the Employment Relations Act 2000 and all its amendments.

40. CO-OPERATION, CONSULTATION AND MANAGEMENT OF CHANGE

Introduction

The parties to this collective agreement recognise they have a mutual interest in ensuring that health services are provided professionally, efficiently and effectively, and that each has a contribution to make in this regard.

Consultation between the employer, its employees and the unions is essential on substantive matters of mutual concern and interest. Effective communication between the parties will allow for:

- (a) Improved decision making
- (b) Greater cooperation between employer and employees; and
- (c) A more harmonious, effective, efficient, safe and productive workplace.

Therefore the parties commit to effective and ongoing communications on appropriate employee relations matters.

The Employer accepts that union delegates are a vital channel of communication between the union and the Employer in the workplace.

Prior to the commencement of any significant change to staffing, structure or work practices, the employer will identify and give reasonable notice to employees who may be affected and to the unions to allow them to participate in the consultative process so as to allow substantive input.

41. SAVINGS

Where individual employees currently have wages and conditions in excess of those agreed to within this document, those wages and conditions shall continue.

SECTION 7: INCREASE, ALLOWANCES AND WAGE SCALES

Night Rate

An allowance of \$5.60 per night will be paid for hours worked between 23.00hrs and 07.00hrs, Monday to Sunday inclusive for Union Members only.

Weekend Rate

An additional payment of \$8.15 per day will be paid for Saturday and Sunday for Union Members only. For the purpose of night shift workers, the weekend is considered to start on Friday at 23.00hrs and finish Sunday night at 23.00hrs.

42. REMUNERATION

Schedule

Pay rates	1 July 2017	1 July 2018	1 July 2019
Health Care Assistant, Activities Coordinator, Caregiver, Recreational Therapist, Diversional Therapist, Physiotherapy Assistants and Occupational Therapy Assistant			
No formal qualification or less than 3 years' service	\$19.00	\$19.80	\$20.50
NZQA Level 2 or more than 3 year's service	\$20.00	\$21.00	\$21.50
NZQA Level 3 or 8 years or more service	\$21.00	\$22.50	\$23.00

NZQA Level 4 or 12 or more years' service	\$23.50	\$24.50	\$25.50
Existing employees who reach 12 years current continuous service after 1 July 2017 and who have not achieved a Level 4 certificate.	\$22.50	\$23.50	\$24.50
		1 Sep 2018	
Registered Nurse			
Start		\$	26.31
1 year		\$	27.33
2 years		\$	28.53
Cleaner/Laundry/Kitchen Assistant/ Assistant Gardener			
Start		\$	17.00
1 year		\$	17.33
2 years		\$	17.69
3 years		\$	18.04
Cook			
Start		\$	17.00
1 year		\$	17.40
2 years		\$	18.54
3 years		\$	18.91
Senior Cook			
Start		\$	20.28
1 year		\$	20.60
Maintenance/Gardener			
Start		\$	18.54
1 year		\$	19.06
2 years		\$	19.57
3 years		\$	20.09
4 years		\$	20.60

Progression

Progression will be dependent upon time-served**, a satisfactory performance review, (which will be assumed to be the case unless the employee is otherwise advised), and attendance at the compulsory in-service training, as detailed below:-

Fire Safety/Trial Evacuation attendance

Restraint Minimisation

Cultural Safety

Client Code of Rights

Infection Control

Health & Safety

Moving & Handling

** Based on a year's service for employees working more than 20 hours per week. For employees working between 10 and 20 hours per week, this will be eighteen months.

New Site Acquisitions

Should **Tranquillity Bay Care Limited** purchase or acquire a new site, new employees transferring to the Company will have previous service counted with regard to the above wage scale only, (upon provision of a certificate of service or other proof of service).

Where **Tranquillity Bay Care Limited** has purchased or acquired a new site, employees that transferred across to the company would have previous service counted with regard to transference on to the above wage scale only, (upon provision of a certificate of service or other proof of service).

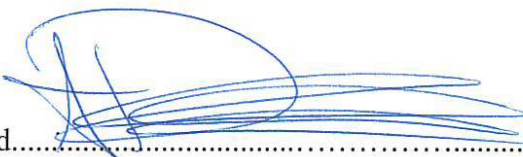

New Starters

New starters shall be placed on Step 1 unless the manager considers their experience and qualifications warrant a higher pay rate.

43. SIGNATURES

Signed.....
(for and on behalf of New Zealand Nurses' Organisation) 

Date 11/2/2019

Signed.....
(for and on behalf of Tranquillity Bay Care Limited)


Date 11/2/19