

WORKERS HEALTH CARE
LIMITED COLLECTIVE
EMPLOYMENT AGREEMENT

Practice Nurses and Administration
Staff

1st September 2016

to

31st August 2019



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Clause 1: Parties and Coverage

1.1 Parties

Union parties to this Agreement:

E tū Inc. and The New Zealand Nurses Organisation

Employer parties to this Agreement:

Workers Health Care Limited

Employees covered by this Agreement:

Members of the E tū Inc. or New Zealand Nurses Organisation employed by Workers Health Care Limited, who come within the following clause.

1.2 Coverage

This Agreement shall cover Receptionist/Clerical, or Cleaning staff, who are employed by Workers Health Care Limited, who is the employer party to this Agreement, and who are, or become members of the E tū Inc. and shall cover practice nurses who are, or become members of, the New Zealand Nurses Organisation.

New employees engaged in employment positions as defined above, will pursuant to Section 62 of the Employment Relations Act 2000, be covered by the terms and conditions of this agreement for the first 30 days of their employment.

New employees shall be given the names and contact numbers of the appropriate Union's local Delegate(s), Union Organiser and shall be supplied with a union membership pack as part of the Employer's induction process.

1.3

The parties agree that where any employee is engaged in any employment within the areas covered by this agreement by the employer, and there is no classification/rate provided in this agreement for that work, the parties shall negotiate and the agreement shall be varied so as to incorporate an appropriate classification/rate.

Clause 2: Definitions

In these terms and conditions, unless the context otherwise requires:

Employee	means practice nurse, reception/clerical and cleaning employees covered by this Agreement.
Union	means the New Zealand Nurses Organisation Union or E tū Inc.
Union Health Centres	means a primary health care service for union members, which is goal directed and adaptable to the needs of the individual, the family and the community, and which places a high emphasis on work related illness and injury. The services must be affordable, accessible and appropriate to the health needs of the clients, taking into consideration ethnic and cultural factors
Employer	means Workers Health Care Limited
Directors	means the duly elected directors in accordance with the articles of association.

Practice Nurses means	all permanent, full-time and part-time persons employed by the employer's (excluding casual employees) who, according to the nature of the duties they are required to perform, are classified in the practice nurse occupational group.
Annual Practising Certificate	means a certificate issued pursuant to the Health Practitioners' Competence Assurance Act 2003 and its successors and amendments.
Registered	means a person included in the Register of Nurses defined in Health Practitioners' Competence Assurance Act 2003 and its successors and amendments.
Receptionist/Clerical Employees means	all permanent, full-time and part-time persons employed by the employer's (excluding casual employees) who, according to the nature of the duties they are required to perform, are classified in the clerical occupational group.
Part Time Cleaning	means all part-time persons employed by the employer's (excluding casual employees) who according to the nature of the duties they are required to perform, are classified in the cleaning occupational group.
Patient	means that class of persons defined by and covered by the GMS agreement with the Minister of Health. A complete register shall be available in the premises of the employer at all times.
After Hours	means consultations or patient contact occurring after the usual finishing time of surgery.
Relevant Daily Pay/Average Daily Pay	<p>For the purposes of payment for public holidays, alternative holidays, sick leave, bereavement leave and employment relations education leave, means the amount of pay the worker would have received had he/she worked on the day concerned, including:</p> <ul style="list-style-type: none"> • Payments for overtime • Shift or any other allowances • Productivity or incentive-based payments and • Commissions <p>If those payments would have otherwise have been received on the day concerned.</p> <p>If it is not possible, by reason of the workers variable work patterns, to determine what he/she would have received on the day concerned, the average daily pay" shall be either the workers gross earnings for the previous four calendar weeks, divided by the number of days or part days on which the worker worked or was on paid leave during that period, or for the workers gross earnings for the previous twelve months divided by the number of days or part days on which the worker worked or was on paid leave during that period, whichever is the greater.</p>

Clause 3: Engagement of Staff

- 3.1 Practice Nurses One representative from the employer, a representative of the practice nurses employed by the relevant centre and the practice administrator/manager shall appoint practice nurses.
- 3.2 Receptionist/Clerical Staff One representative from the employer, and the practice administrator/manager shall appoint all clerical staff.
- 3.3 Cleaning staff – Part time The practice administrator/manager shall appoint all cleaning staff.
- 3.4 The appropriate union shall be invited to submit names for consideration for any vacancies for any of the above positions.
- 3.5 Whilst the parties acknowledge that employees are engaged to perform duties appropriate to their occupational group, this shall not restrict the practice administrator/manager from reasonably directing employees to perform other duties providing they have the appropriate skills, qualifications to carry out such duties in a safe manner and that an employees' income shall not be reduced whilst so engaged.

Clause 4: Hours of Work

4.1 Ordinary hours.

The ordinary hours observed by the Practice nurses and reception/clerical employees shall not exceed 7 and a half hours daily, to be worked between the hours of 8:00am and 5.00pm Monday to Friday inclusive. The hours of work contained in this clause do not relate to part-time cleaning staff, whose hours shall be by arrangement with the practice administrator/-manager. Management reserves the right to change rostered hours to accommodate the Centre's requirements, between the hours of 8:00am and 5:00pm. Reasonable notice (two weeks minimum) will be given. Any hours outside of these times are subject to agreement between the Centre's management and the staff member and/or their Union representative.

- 4.2 These hours shall be continuous, except for one 30 minute break shall be allowed for lunch to be taken between the hours of 12 midday and 2.00 pm.
- 4.3 A tea break of 15 minutes shall be allowed mid-morning and mid-afternoon without deduction from pay, and also after each two hours of overtime. Tea, coffee, milk, sugar and hot water shall be available at the Centre's expense.

Clause 5: Part Time Employees

- 5.1 Where the employer does not regularly require the services of an employee full-time, the employer shall pay such employee not less than pro rata the appropriate scale salary.
- 5.2 Employees working less than 37.5% hours per week shall be termed part- time employees.
- 5.3 All terms and conditions shall apply to part-time employees but where appropriate apply on a pro rata basis.

Clause 6: Payment of Wages/Wage Scales/Merit Steps

6.1 Minimum yearly wages for all employees shall be paid in accordance with the occupational groups listed in Clause 2 of this agreement. The payment is deemed to be inclusive of all allowances, provided that the allowance contained in Clause 19.4 relating to employees covered by the cleaning staff classification shall be paid in addition to the hourly rate.

6.1.1 Increase all wage scales paid and printed by 2% effective on the 1st September 2016, followed by a further 2% increase on all wage scales paid and printed on the 1st September 2017, followed by a further 2.5% increase on all wage scales paid and printed effective on 1st September 2018.

6.1.2 Operation of salary scales

On appointment, the Employer shall place employees on their appropriate step of the relevant scales, recognising the following factors:

Previous relevant Nursing post registration experience/ Clerical/ Receptionist experience

Other relevant work and life experience

The degree of difficulty of recruiting and or experience required for the position.

Movement up the scale is based on merit, and achievement at Annual Performance Appraisals/Nursing assessment tool (see attached Schedule 1).

Step 1: New graduate or no previous practice nursing or medical receptionist experience.

Step 2: Has achieved Competent at 90% of indicators in the Annual Performance Appraisal. Nursing staff must also have completed Independent Vaccinators Certification.

Step 3: Has achieved Proficient at 90% of indicators in the Annual Performance Appraisal. Nursing staff must also have completed Cervical Smear Takers Certification.

Step 4: Has achieved Expert at 90% of indicators in the Annual Performance Appraisal.

6.1.3 Practice Nurse Scales

1 September 2016 to 31 August 2017	Step	Hourly rate
	4	\$31.5588
	3	\$30.8142
	2	\$29.2842
	1	\$27.7032

1 September 2017 to 31 August 2018	Step	Hourly rate
	4	\$32.19
	3	\$31.43
	2	\$29.87
	1	\$28.25

1 September 2018 to 31 August 2019	Step	Hourly rate
	4	\$32.99
	3	\$32.22
	2	\$30.62
	1	\$28.96

6.1.3.1 Temporary Relief Practice nurse

A temporary relief nurse employee shall be paid on the Practice Nurse scale at the rate of step one, two or three consistent with the applicable certification.

6.1.3.1.1 Holiday pay is paid in addition to the rate at the end of each assignment.

6.1.4 Reception/administration scales

1 September 2016 to 31 August 2017	Step	Hourly rate
	4	\$23.80
	3	\$22.80
	2	\$21.80
	1	\$20.80

1 September 2017 to 31 August 2018	Step	Hourly rate
	4	\$24.28
	3	\$23.26
	2	\$22.24
	1	\$21.22

1 September 2018 to 31 August 2019	Step	Hourly rate
	4	\$24.89
	3	\$23.84
	2	\$22.80
	1	\$21.75

6.1.4.1 Temporary Relief reception/administration staff

A temporary relief employee shall be paid on the reception scale at the rate of step one, two or three consistent with the applicable certification.

6.1.4.1.1 Holiday pay is paid in addition to the rate at the end of each assignment.

6.1.5 Cleaning staff – Part time

The Centre is committed to paying a Living wage. Staff covered under this clause will be paid no less than the current Living Wage as determined by the Living Wage Aotearoa Movement. Rates and increments as below:

1st Sept 2016 – 31st Aug 2017	\$20.20 per hour
1st Sept 2017 – 31st Aug 2018	\$20.60 per hour
1st Sept 2018 – 31st Aug 2019	\$21.12 per hour

- 6.2 The gross weekly wages are calculated 1/52 of the annual wage as laid down in Clause 6.1.1. of this Agreement. Where there is any deviation from the regular amount being paid, employees shall be supplied in writing with details of the manner in which their payments have been calculated.
- 6.2.1 The employer shall be entitled to make rateable deductions from wages of employees for time lost through sickness (other than as provided in sub clause 9.2 of this Agreement) or any employees own default.
- 6.2.2 Salaries shall be paid by direct credit to a bank account on receipt of the appropriate written authority from an employee. In the event of a direct credit not being able to be actioned, the amount of salary due to the employee shall be paid direct to the employee by cheque.
- 6.2.3 In the case of overpayment recovery procedures, attention is drawn to the Wages Protection Act 1983. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.

Clause 7: Overtime

- 7.1 For all employees covered by this agreement, all time worked in excess of the normal daily or weekly hours as prescribed in Clause 4.1 of this collective Agreement shall be deemed to be overtime.
- 7.2 Overtime as rostered time worked outside of normal working hours shall be at the discretion of management.
- 7.3 Notwithstanding Clause 7.2 overtime which is not rostered will be authorised by the practice administrator/manager only in cases where work cannot be carried out otherwise.
- 7.4 Where overtime is required to be worked at short notice, the needs of the employees shall be considered.
- 7.5 Computation shall be on a daily basis, and payment for overtime shall be at time and a half rates for the first three hours, thereafter at double time rates.
- 7.6 Time worked on any week day, evening or on Saturdays outside of the ordinary working hours shall be paid at the rates set out in clause 7.5. This clause does not cover part-time cleaning staff except as provided for in Clause 7.9.
- 7.7 Time worked on any Sundays and public holidays shall be paid at double time rates. This clause does not cover part-time cleaning staff except as provided for in Clause 7.9.

- 7.8 With the exception of part-time cleaning staff, where an employee is required to work overtime outside of the ordinary hours on any one day during the ordinary working week before the commencement or after the cessation of public transport which is normally available to them, or where travelling on public transport after the hours of darkness is deemed to be unwise for safety reasons, the employer shall either provide or pay for the means of transport to the workers' home, or their place of employment as the case may be. Such arrangements are to be made at time overtime is approved. 'Public transport' means train, bus, ferry, boat etc. This sub clause shall not apply where the employee provides her/his own transport.
- 7.9 Cleaners required to work outside of, or additional to their agreed hours of work shall be paid overtime as set out in Clauses 7.6 and 7.7.

Clause 8: Holidays

8. Public Holidays

8.1.1 Christmas, New Year, Waitangi Day, ANZAC Day

Christmas Day (25th December)

Boxing Day (26th December)

New Year's Day and the day after (1st & 2nd January)

Waitangi Day (6th February)

ANZAC Day (25th April)

If any of these public holidays fall on a Saturday or Sunday and the Employee does not normally work on the weekend, the public holiday is transferred to the following Monday and/or Tuesday.

If the public holiday falls on a Saturday or Sunday, and the employee normally works on that day then the holiday remains at the traditional day. An employee cannot be entitled to more than four public holidays over the Christmas and New Year period.

8.1.2 All other public holidays:

Good Friday, Easter Monday, Queens Birthday, Labour Day and Anniversary Day. These days are observed on the days on which they fall.

8.1.3 Payment for Public Holidays

Where an employee works

If an employee works on any public holiday they shall be paid at the rate of double time. Double time is applied to the portion of the employee's relevant daily pay for the time that the employee actually works on that public holiday.

Where an employee does not work

a) If an employee has a day off on a public holiday, they are paid as if they had worked as normal on that day at their relevant daily pay.

b) An employee who does not normally work on the day in question and who does not work, is not entitled to any payment for that day.

8.1.4 Alternative Holidays (days in lieu) for Employees who work on public holidays

If an employee is required to work on a public holiday, and it would otherwise be a working day for the employee, they are also entitled to a whole day Alternative Holiday at a later stage. This whole days Alternative Holiday applies even where an employee only works a small part of the public holiday.

8.1.5 Payment for Alternative Holidays

The Alternative Holiday can be taken at any time mutually agreeable to the Employer and the Employee, and is paid at the employee's relevant daily pay for the day taken off.

8.1.6 Where agreement cannot be reached an employee is entitled to choose the day in lieu, provided due regard is given to the employer's needs.

The employer can direct the employee to take the Alternative Holiday. Alternatively at that time, the employee may ask the employer to make a payment instead of having the holiday off. If the employer agrees to make a payment, the level of payment is a matter of agreement between the employer and employee. If any Alternative Holidays are outstanding at the time of resignation or termination, these are paid out at the rate of the employee's relevant daily pay.

8.1.7 Where any days specified in sub clause 8.1.1 of this clause fall during an employee's annual holidays they shall not be deducted from the employee's annual leave entitlement.

8.2 Annual leave

8.2.1 The employer shall give all full time employees covered by this Collective Agreement 4 weeks Annual Holidays upon completion of 12 months service.

Note that 'week' means your ordinary working week. You will be paid for annual holidays when you take your holiday, in accordance with your normal pay cycle.

8.2.2 Upon completion of five years' service, the employer shall give all employees covered by this collective Agreement 5 weeks Annual Holidays. Note that 'week' means your ordinary working week.

8.2.3 Annual holidays shall be taken in accordance with the Annual Holidays Act and employees shall be eligible for such holidays specified in sub clause 8.2.1 above after the completion of one year's employment with the employer, except that with the approval of management

Employees may anticipate up to half of their annual leave entitlement for the next year.

8.2.3.1 Unless in exceptional circumstances, leave accumulated must not exceed two years entitlement, and then prior approval must be sought from management who will consider requests after discussion with the employee concerned.

8.2.4 Leave due but not taken in the appropriate year may be carried forward into the following year. It is considered that carrying forward five days is not unreasonable. The days in excess of the two years entitlement will be forfeited unless management approval to accumulate in excess of two years entitlement has been given.

8.2.5 There will be no payment in lieu of annual leave unless an employee has annual leave due but untaken at date of resignation.

8.2.6 Employees intending to take annual leave are required to discuss the intended leave with any other employees who may be affected by the leave and the practice administrator/manager, to ensure the needs of the centre continue to be met.

Applications for leave are to be approved by the practice administrator/manager, and all staff shall obtain the appropriate approval at least 10 (ten) working days before taking any period of leave.

8.2.7 A record of annual leave taken by each staff member shall be maintained.

Clause 9: Sick Leave

9.1 Clauses 9 and 10 are to be read together and meet the Employer's obligations under s.65 of the Holidays Act 2003. As domestic leave is separately provided for 'sick leave' under this clause may be used only when the employee is sick or injured.

9.2 Sick leave is computed in working days and shall be paid for at the rate of the Employee's relevant daily pay.

9.3 Sick leave for employees employed by the Centre prior to date of ratification shall be granted in accordance with the following schedule:

Length of Service	Aggregate Period in Working Days on pay
Up to six months	5 days
From six months - 12 months	5 days
After 12 months	10 days per year which will accumulate from one year to another to a maximum of 60 Working days

9.3.2 New Employees employed after ratification

For Employees engaged after date of ratification sick leave shall be pro-rated. No employee will have less than 5 day's sick leave per annum. Sick leave may be accumulated to 30 days. Any paid sick leave granted over these entitlements will be treated as sick leave in advance unless we agree otherwise.

Sick leave shall be granted as follows:

Normal working week	Sick leave entitlement per annum
1 day	5 days
2 days	5 days
3 days	6 days
4 days	8 days
5 days	10 days

9.4 In the event of an employee sustaining an illness which necessitates a lengthy absence, and his/her sick leave entitlement has been used, an application for an additional 10 working days special sick leave, on pay or proportion thereof depending on the expected duration of the absence, shall be considered by management provided a medical certificate signed by a registered medical practitioner is produced to support the application.

9.4.1 Special sick leave applies only to the specific absence considered by management.

9.5 If an employee is absent through sickness for less than a whole day, sick leave is to be debited as follows:

Absent for less than two (2) hours- no deduction;

Absent for more than two (2) hours but less than six (6) hours - half a day deduction;

Absent for more than six (6) hours- one (1) day deduction.

9.5.1 An employee who for reason of sickness cannot commence work at the normal starting time should, where possible, notify the practice administrator/manager prior to normal starting time, but in any event the practice administrator/manager must be notified within one (1) hour of normal starting time.

9.6 Medical Certificates

A claim for sick pay for the employee, their spouse, partner or dependants either for illness or injury, shall be supported by a medical certificate from a doctor of the workers choosing, if required, if the illness or injury to which the claim relates is of three or more days duration. If the employer believes a worker is taking sick leave without a genuine reason, they should discuss this with the worker and a union representative. If the worker is unable to get a medical certificate prior to their return to work due to the inability of obtaining a doctor's appointment, the employer will allow the worker paid time off to attend a doctor's appointment at the earliest possible time upon returning to work. Employees who have used more sick leave than entitled to under the Holidays Act (this will be at your cost); or The Clinic otherwise want you to provide us with a medical certificate to support your sick leave. In this instance, management will inform you as soon as possible of the need for a medical certificate, and will meet your reasonable expenses in obtaining that.

9.7 An employee absent on sick leave and suspected of being absent without sufficient cause may be directed to supply a medical certificate from a registered practitioner, naturopath, homeopath or other health professional nominated by the medical practitioner. The associated cost to be borne by the employer.

Clause 10: Domestic Leave

This clause shall not apply to employees engaged after date of ratification

10.1 Where in the case of illness or emergency an employee must stay at home to attend a partner or dependant, leave of up to five (5) days on full pay must be granted.

10.2 For the purposes of this agreement, partner shall mean the employee's husband or wife or a person with whom the employee is living in a relationship.

10.3 Domestic leave does not accumulate from one year to the next.

10.4 The leave provided for in Clauses 9, 10 and 13 of this agreement are inclusive of and not in addition to Sick Leave and Bereavement Leave provisions provided in the Holidays Act 2003.

Clause 11: Absent Without Leave

11.1 Except in cases of illness or other emergency, no employee is to be absent without leave.

11.2 No employee will be paid for periods of absence without leave.

Clause 12: Abandonment of Employment

12.1 Where an employee is absent from work for more than five (5) working days without notification to the practice administrator/manager, then that employee shall be deemed to have terminated service without notice; provided that it shall be the duty of the practice administrator/manager and the employee to make all reasonable efforts to contact each other during this period provided further that where, through no fault of the employee it was impossible to notify the practice administrator/manager, the employee shall not be deemed to have abandoned his/her employment. In the event of any dispute, the question shall be referred to a disputes committee in accordance with Clause 36.

Clause 13: Bereavement/Tangihanga Leave

13.1 An employee shall be granted leave on full pay up to five (5) days on the death of the staff member's mother, father, sister, brother, partner, step- father, step-mother, father-in-law, mother-in-law, son, daughter, grandmother, grandfather, grandchild, step-children.

13.2 This leave can be taken at any time and for any purpose genuinely relating to the death.

13.3 Employees shall be granted one days bereavement leave if the administrator-/practice manager is satisfied they have suffered a bereavement as a result of the death of another person. Further bereavement leave may be granted at the discretion of the practice/administrator manager.

13.4 In the event of the death occurring outside New Zealand, an employee may be granted special bereavement leave of up to seven (7) days on full pay to attend the funeral. Satisfactory evidence of death is required. Approval shall be granted by the practice administrator/manager.

13.5 Where, in the event of the death occurring outside New Zealand, an employee requires additional bereavement leave, application can be made to the practice administrator/manager for a period of leave without pay.

13.6 The cultural needs of all employees will be considered.

Clause 14: Parental Leave

14.1 Parental leave shall be granted to every staff member who:

- Gives birth to a child or assumes or intends to assume the care of that child; or
- Assumes or intends to assume care of a child to whom his/her partner gives birth; and who has, at the expected date of delivery of that child,
- 12 months continuous service with the employer is entitled to parental
- Leave up to 12 months.

- 14.2 Parental leave shall be granted as leave without pay.
- 14.3 Annual leave and sick leave does not accrue for the period of the parental leave if it exceeds one month. However, the qualification period relating to twenty-five (25) working days leave after five (5) years' service shall not be affected.
- 14.4 Employees shall continue to be awarded their normal salary increments when their increment date falls during absence on parental leave.
- 14.5 To ensure that employees returning to work from parental leave have some annual leave available to them, annual leave due will not be required to be taken before the employee proceeds on parental leave. It may in fact be held over and taken when the employee returns to work.
- 14.6 All periods of parental leave are to be recorded on the employee's leave record.
- 14.7 Notice of a staff member's intention to take parental leave must be made in writing, at least three months prior to the expected date of delivery of the child to be supported by a certificate signed by a registered medical practitioner. Notice must include the proposed date on which the staff member wishes to commence leave, and the duration of the leave.
- 14.8 If a staff member has previously taken parental leave while employed by the employer, he/she shall not be entitled to parental leave in respect of another child if less than 12 months have elapsed since the end of the most recent period of leave.
- 14.9 A staff member returning from parental leave is entitled to resume work in the same position or in a similar position as occupied at the time of commencing parental leave. A similar position means a position at the same salary and grading, and in the same location, and involving responsibilities broadly comparable to those exercised in the previous position.
- 14.10 Every staff member who is on parental leave shall not later than two (2) months before the date on which the parental leave ends, give the practice administrator/manager written notice stating when he/she will be returning to work at the end of the parental leave.
- 14.11 Any staff member who is on parental leave and who, on expiry of that leave has not returned to work and has not complied with clause 14.10 above, is deemed absent without leave. If the unauthorised absence continued for more than five (5) working days without notification to the employer, the staff member shall be deemed to have terminated service without notice.
- 14.12 Where a temporary worker is employed to replace a staff member on parental leave, the employer shall, before employing the temporary worker, inform him/her in writing that he/she is being employed on a temporary basis in place of a staff member who is on parental leave.
- 14.13 The provisions of this clause shall apply in full to women legally adopting a child under the age of 12 months, subject to the requirements of 4 weeks' notice and the provisions of a medical certificate being replaced by the provisions of sub-clause 15.2 hereunder.
- 14.14 The intention to legally adopt a child shall be notified to the employer immediately following advice from the Department of Social Welfare to the adoptive applicants that they are considered suitable adoptive parents.

14.15 Subsequent evidence of approved adoption placement shall be provided to the satisfaction of the employers.

Clause 15: Study Leave

15.1 Where an employee wishes to attend a course of study/seminar, approved by the employer, the employee may be entitled to study leave of up to five (5) working days per year.

15.2 The five (5) days study leave may be accumulated to a maximum of two (2) Years entitlement.

15.3 A record of study leave must be kept.

15.4 The costs associated with attending such course of study/seminar may be paid for by the employer subject to the prior approval of management.

When deciding whether or not study leave will be granted, the following criteria will be considered:

- the needs of the centre;
- the needs of the applicant;
- costs, (in terms of lost work time and the effect on the applicant's work unit);
- likely benefits in terms of improved efficiency and effectiveness or other benefits;
- The previous academic record of the applicant.

15.6 Because of the training standards of the Centres, attendance at the introduction to practice nursing course and the smear-taking course shall not be a charge against the employees' study leave entitlement.

15.7 In addition to the above, where a practice nurse undertakes NZNO Practice Nurse accreditation and/or re-accreditation, study leave of up to two working days shall be granted for this and application costs shall be met by the employer.

Clause 16: Redundancy

16.1 Intent

The employer recognises the serious consequences that the loss of permanent employment can have on an employee and wishes to minimise said consequences on the occasions when this occurs.

16.2 Definition and Application

16.2.1 Redundancy occurs when employment is terminated due to an employee's position becoming superfluous to the employer's requirements as a result of:

- closure or sale of the whole or any part of the operation;
- change in systems;
- reorganisation;
- Or like cause.

- 16.2.2 Any employee who loses partial employment through a reduction in their hours of work because of any of the above reasons will be compensated by a pro rata payment based on the percentage of hours lost, and calculated in accordance with sub-clause 16 Payment Schedule. (For example if an employee loses 20% of hours worked, as a result of 16.2.1, then their compensation equates to 20% of the full compensation calculation).
- 16.2.3 Employees shall not be eligible to receive redundancy compensation if they are employed on a casual or temporary basis.
- 16.2.4 Where an employee's employment is terminated by reason of sale or transfer of part of whole of the business such employee shall not be entitled to redundancy compensation under this agreement if the person acquiring the business or the part being sold or transferred has offered the employee employment that is substantially similar to employee's conditions of employment prior to sale or transfer, including
- any service-related conditions
 - any conditions relating to redundancy
 - the position offered is the same as that in which the employee was employed by her/his employer, or
 - in a capacity that the employee is willing to accept.
- 16.3 Consultation
- 16.3.1 The employer shall advise the union parties to the Agreement of any impending redundancy situation at least two months' before issuing notice of termination to the affected employee(s).
- 16.3.2 There shall be full consultation with the employees who may be affected by redundancy and their union, before any decision to declare redundancies is made.
- 16.4 Criteria for the Selection of Redundant Employees
- 16.4.1 The employer will take into consideration the following factors in its selection:
1. Its need to maintain an efficient workforce and efficient operation;
 2. Length of service
- 16.4.2 In the situation where specific positions within a classification are identified as surplus, management shall advise affected employee(s) of the number of redundant positions and call for applications for voluntary redundancy in writing. In all other situations management shall call for applications for voluntary redundancy in writing across all staff at the centre affected by redundancy.
- 16.4.3 Applications will receive due consideration by management, including submissions by the applicants and/or their union. However the employer will make the final decision whether to accept any volunteer's application in accordance with 16.4.1
- 16.4.4 If insufficient volunteers are identified, the employer will use the selection criteria to assist its decision-making.

16.5 Notification

16.5.1 All employees declared redundant will receive one month's written notice of the termination of their employment. Where it is not practical for the employer to give such notice, payment maybe made in lieu.

16.6 Rights of Redundant Employees

16.6.1 An employee who finds an alternative position during the notice of termination period may, with the consent of the employer, terminate her/his employment prior to the expiration of the period of notice without forfeiting the entitlement to redundancy compensation providing the employee gives 5 days' notice and shall not be entitled to payment for the remainder of the notice period.

16.6.2 In order to best ascertain and deal with an employee's problems associated with the loss of permanent employment, the employer will arrange individual counselling for each redundant employee immediately following the announcement of the redundancy.

16.6.3 All redundant employees will be given the opportunity to attend interviews for alternative employment without loss of pay, providing they obtain the prior consent of the employer.

16.6.4 All redundancy compensation payments will be calculated from the date of termination.

16.7 Redundancy Compensation

16.7.1 Redundancy compensation payments will be calculated on the basis of either the employee's average weekly earnings for the last 12 months prior to termination, or since commencement of employment if less than 12 months, or the ordinary time rate at the date of termination whichever is the higher.

16.7.2 An employee shall be given six weeks' pay for the first year of service and two week's pay for each subsequent year of service or part thereof. An employee with less than 12 months' service shall receive pro rata the first year's compensation provided the minimum payment is not less than four weeks.

16.7.3 For new employees from date of ratification the redundancy compensation shall be Four weeks' pay for the first year of service and two week's pay for each subsequent year of service or part year thereof, up to a maximum of 14 weeks' pay. An employee with less than 12 months service shall receive shall receive the first year's full compensation

Clause 17: Leave Without Pay

17.1 Leave without pay may be approved by two representatives of the employer's directors and the practice administrator/manager after consultation with management.

17.2 Leave without pay may be approved subject to the following considerations:

- the reason for the application;
- convenience to the centre;
- staff members length of service;
- the training period required in the job;

- whether a temporary replacement is practicable due to the key position occupied by the staff member;

Consideration will be given for reasons of child care.

17.3 Applications for leave without pay must be made in writing to the practice administrator/manager, at least two months before leave is required. This condition may be waived at the discretion of the practice administrator/manager in the case of emergency or unforeseen circumstances.

17.4 Once a decision has been made by the two representatives of the directors and the practice administrator/manager, the practice administrator/manager must acknowledge the application in writing, advising of the decision and in the case of approval, setting out the relevant conditions applying.

17.5 In approving an application for leave without pay, the employer undertakes to keep the position held by the staff member open for the extent of the leave approved.

17.6 A staff member returning from leave without pay is entitled to resume work in the same position or in a similar position as occupied at the time of commencing leave without pay.

17.6.1 A similar position means a position:

- At the equivalent salary and grading;
- In the same location, and involving responsibilities broadly comparable to those carried out in the previous position.

17.7 Any annual leave due is to be taken before a staff member commences leave without pay exceeding one month.

17.8 Where a staff member's annual increment falls during absence on leave without pay, it will be maintained where leave does not exceed 12 months.

17.9 Any staff member absent on leave without pay who, through circumstances, wishes to terminate his/her employment, must advise the employer in writing two months prior to the agreed date of recommencement of employment.

17.10 Any staff member who is granted leave without pay and who, on expiry of that leave has not returned to work, is deemed to be absent without leave. If the unauthorised absence continues for more than five (5) working days without notification to the employer, the staff member shall be deemed to have terminated service without notice.

17.11 Annual leave and sick leave does not accrue for the period of the leave without pay if it exceeds one month. However, the qualification period relating to twenty five (25) working days leave after five (5) years' service shall not be affected.

17.12 All periods of leave without pay are to be recorded on the staff members leave record.

Clause 18: Reimbursement of Income Related Expense/Allowances

18.1 The employer shall pay the full Annual Practising Certificate for practice nurses employed by the employer, and shall pay the indemnity portion of the New Zealand Nurses Organisation fees. For existing staff as at date of ratification the full NZNO fees will be paid.

18.2 The reimbursement of the above expense shall be annualised and in the event of an employee resigning, or his/her employment being terminated for any reason other than redundancy before completion of the year to which the reimbursement relate, then where payment has been made in advance, any owed amount shall be reimbursed to the employer.

18.3 Unless another arrangement is agreed with the practice administrator/manager, the repayment is to be deducted from the employee's final salary payment.

Clause 19: Miscellaneous Transport Provisions

19.1 Employees shall be reimbursed the actual and reasonable costs incurred in travelling to and from work when called back to work outside their normal hours of duty.

19.2 Where employees are authorised by the employer to use their own cars for the purpose of work they shall be subject to conditions approved by the employer and the employer shall pay a motor vehicle allowance at the 1-3000km rate as promulgated by IRD from time to time but not less than 63 cents per kilometre.

Clause 20: Travelling Expenses

20.1 An employee shall be entitled to a refund of actual and reasonable expenses incurred in the course of carrying out approved work-related duties. "Reasonable" is defined as exercising due economy.

20.2 GST receipts are required to substantiate all claims.

20.3 Travel and accommodation arrangements associated with work related duties are to be made in consultation with administrator/manager where possible, to ensure effectiveness for the employer's is achieved the practice maximum cost

Clause 21: Health and Safety

The employer and employee will meet their obligations under the Health and Safety at Work Act.

The employer's duties include:

- providing and maintaining a safe working environment for employees and others in the workplace
- providing and maintaining facilities for the welfare of the employee while at work
- providing all necessary training and instructions to employees
- making sure machinery and equipment is safe
- making sure working arrangements are not hazardous
- providing procedures to deal with work emergencies
- making sure health and safety employee engagement and participation processes are in place
- Consulting and cooperating with other businesses operating in the same workplace(s) to keep everyone safe and healthy.

The employee will follow the employer's health and safety rules and procedures. The employee will take reasonable care to look after their own health and safety at work, their fitness for work, and the health and safety of others.

Examples of how the employee can take reasonable care include:

- following all reasonable health and safety rules and instructions
- participating in health and safety discussions
- exercising their right to refuse to do unsafe work
- taking reasonable care that their actions (or inactions) do not cause harm, or risk of harm, to themselves or others
- not reporting for duty under the influence of alcohol or drugs that impair their performance or fitness for work
- Wearing all necessary personal protective equipment and clothing.

The employee must report any potential risks, incidents and near misses so the employer can investigate, and eliminate or minimise harm or risk of harm.

Failure to follow reasonable health and safety rules may be considered serious misconduct.

Clause 22: Jury Service

- 22.1 An employee called on for jury service shall be given leave without loss of pay and the employee is to pay juror's fees to the employer but may retain the expenses. Provided that where the service is performed on a weekend or during a part time employee's off duty hours, the employee shall retain the fees.
- 22.2 These points should be noted:
- 22.2.1 Employees are required to report for work at their normal starting time each day of jury service, unless expressly directly otherwise by the Court.
- 22.2.2 Where employees are excused from jury service during normal working hours, they are to return immediately to duty and to continue to work until again required for jury service.
- 22.2.3 In no circumstances, however, must any action be taken which will prevent an employee from attending at the Court at the time specified.

Clause 23: Terms of Employment

- 23.1 Unless otherwise specified the following written notice of termination of employment is required by both sides:
- 1 month Practice nurses
 - 2 weeks All clerical employees
 - 2 weeks Cleaners
- 23.2 Wages shall be paid fortnightly by direct credit. When pay day falls on a holiday, payment of wages shall be made on the working day immediately preceding the holiday.

23.3 Wages are to be paid in full up to the actual date of cessation of employment with the appropriate adjustments for annual leave taken or due, allowances or tax payments due or other legitimate adjustments.

Clause 24: Job Description

24.1 At commencement of employment all employees shall be provided with a specific job description setting out the responsibilities and main duties consistent with the position, including hours of work. In consultation with the employee(s) concerned, the job description should be reviewed regularly (at least annually) to ensure it continues to fairly reflect the responsibilities and duties being carried out.

Clause 25: Union Association/Membership

25.1 Workers Health Care Limited, is an employer established by unions and as such wish to be recognised as a union employer. All employees covered by this collective Agreement are strongly encouraged to be financial members of the appropriate union/association covering his/her occupation.

Clause 26: Employees commencing after effective commencement date of this agreement

26.1 The employer agrees that this is to be the only collective Agreement to be offered to new employees who would come within the Coverage Clause of this Agreement.

26.2 The employer shall advise new employees (and applicants for vacant positions) of the negotiating and representation role of the union and their eligibility to join the union.

Clause 27: Employee Representation and Negotiation

27.1 While the unions who are parties to this Agreement have members employed in the Centres, the representative for the employees covered by this Agreement who remain or become members of the unions, for the purposes of all matters relating to the rates, terms and conditions of employment addressed in this Agreement, will agree to negotiate with the unions on these matters.

27.2 The parties may agree to issue joint statements or progress reports from time to time. However, each party is entitled to report back to those it represents as it sees fit and to make public statements on the negotiations, provided that in so doing it does not breach the requirements of Section 32(1) (d) of the Act. The employer may not communicate with union members on matters directly or indirectly related to terms and conditions of employment except with the express consent of the union.

Clause 28: Participation in Union Affairs/Union Representative Education

28.1 As a union employer, the employer supports involvement in union activities wherever possible, provided union members intending to have a role in union affairs shall first discuss the matter with management so the needs of the centre can be taken into consideration.

28.2 Subject to 28.1 above union members authorised by the union as having a role or intended role in union affairs, or a member belongs to a group of members of the union having particular educational requirements, and who is designated by the union to attend union education courses, shall be granted paid leave to a maximum of 24 hours per year per centre, to attend such courses and/or participate in union affairs.

Clause 29: Deduction of Union Fees

- 29.1 With the written authority of the employee, the employer shall deduct union fees from the salary of union members and forward the fees at monthly intervals to the union office.
- 29.2 On a quarterly basis the employer shall provide the union with a list of members and non-members specifying their occupations and workplaces.

Clause 30: Information about New Employees

- 30.1 Within two weeks of the date of agreement of this Agreement, the employer shall provide the respective union with a list of all employees covered by this Agreement. The employer shall also provide the respective union with the names of newly appointed employees under this Agreement within two weeks of the date of their appointment.

Clause 31: Industrial Democracy

- 31.1 The parties are committed to the principle of industrial democracy. This includes the right of an employee to be actively involved in any review which may, through possible changes to structures, staffing or work practices, directly affect his/her employment.

Clause 32: Right of Entry

- 32.1 The secretary or other authorised officer of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works for the purpose of interviewing any employee or enforcing this Agreement, including access to wages and time records, but not so as to interfere unreasonably with the employer's business.

Any official of the union shall be entitled to enter the workplace at any reasonable time for purposes related to the employment of members and/or the union's business, provided that he/she shall:

- Prior to the visit, advise the employer of the nature and timing of the proposed visit.
- Have regard to normal business operations in the workplace.
- Comply with existing reasonable procedures in regard to safety, health and security.

- 32.2 This clause, subject to the above conditions being met, shall constitute the employer's consent in terms of section 20A of the Employment Relations Act.

Clause 33: Stop Work Meetings

- 33.1 Subject to sub clauses 33.2 and 33.3 of this clause, the employer shall allow every union member to attend, on ordinary pay, at least two (2) union meetings (each of a maximum of two (2) hours duration) in each year (being the period beginning on the 1st day of January and ending on the following 31st day of December).
- 33.2 The unions shall give the employer at least 14 days' notice of the date and time of any union meeting to which sub clause 31.1 of this section is to apply.
- 33.3 The union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including, where

appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.

33.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two hours in respect to any meeting.

33.5 Only union members who actually attend a union meeting shall be entitled to pay in respect of that meeting and to that end the union shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.

Clause 34: Union Education Leave

34.1 Union Education Leave shall be granted on ordinary pay to union members nominated by the Union to attend training courses sponsored by the Union.

34.2 Such leave shall be calculated and granted in accordance with the provisions of Part 7 of the Employment Relations Act 2000.

Clause 35: Resolution of Employment Relationship Problems

This clause sets out how employment relationship problems are to be resolved.

Definitions:

- a) An "employment relationship problem" includes:
 - (i) A personal grievance;
 - (ii) A dispute;
 - (iii) Any other problem relating to or arising out of the employment relationship but does not include any problem with negotiating new terms and conditions of employment.
- b) A "personal grievance" means a claim that an employee
 - (i) Has been unjustifiably dismissed; or
 - (ii) Has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
 - (iii) Has been discriminated against in his/her employment; or
 - (iv) Has been sexually harassed in his/her employment; or
 - (v) Has been racially harassed in his/her employment; or
 - (vi) Has been subjected to duress in relation to union membership.

NOTE: The terms used in this clause have precise legal meanings which are set out in detail in the Employment Relations Act. [Employees who believe they have a personal grievance should seek the advice of NZNO or E tū. See your delegate or organiser first].

A "dispute" is a disagreement over the interpretation or application of an employment agreement.

Time Limit on Raising Personal Grievance

An employee who believes he/she has a personal grievance must raise the grievance with the employer within 90 days of the grievance arising (or of the employee becoming aware that he/she has a grievance).

Raising Employment Relationship Problems

- a) An employment relationship problem should be raised and discussed with the employee's manager as soon as possible.
- b) The employee is entitled to seek advice and assistance from a Union representative in raising and discussing the problem.
- c) The employee, employer and Union will try in good faith to resolve the problem without the need for further intervention.

Mediation

- a) 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.
- b) All parties must co-operate in good faith with the mediator in a further effort to resolve the problem.
- c) Mediation is confidential and, if it does not resolve the problem, is without prejudice to the parties' positions.
- d) Any settlement of the problem signed by the mediator will be final and binding.

Employment Relations Authority

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

NOTE: The powers of the Employment Relations Authority, and the remedies it may award, are set out in detail in the Employment Relations Act. The Union can advise and assist you.

Clause 36: Termination of Employment

36.1 Where employment is terminated without the requisite notice, the difference in outstanding wages shall be paid or forfeited by the party who fails to give notice; but nothing in this clause shall prevent the immediate suspension on full pay of any employee accused of serious misconduct.

36.2 During the suspension a sub-committee of three representatives of the directors shall investigate the alleged misconduct and report their findings to the directors, who shall either authorise the reinstatement or termination of the staff member concerned.

Clause 37: Dismissal Procedure

37.1 No employee shall be dismissed without the relevant notice as per Clause 36 of this agreement.

37.2 No dismissal shall proceed unless the following provisions have been complied with; notwithstanding that these provisions shall not apply where proof of theft or gross misconduct has been established.

- 37.2.1 The employee has had at least one verbal warning:
- from management (in the case of the practice administrator/manager);
 - from management (in the case of a practice nurse);
 - from the practice administrator/manager (in the case of a clerical employee);
 - from the practice administrator/manager (in the case of a cleaner).
- 37.2.2 Warnings must be issued in the presence of the office delegate, or in the absence of the office delegate, in the presence of a staff member of the employee's own choosing.
- 37.2.3 At the time of subsequent offences (which must be related to the first offence) the employee must be given at least two written warnings from the relevant person in sub clause 37.2.1 above, the second warning headed "final warning". A copy of each warning shall be given to the delegate/staff member of the employee's own choosing.
- 37.2.4 Written warnings must be presented at an interview at which the employee and the delegate shall be given the opportunity to answer the allegations. Written warnings must contain the facts of the complaint set out clearly, and shall include a time limit, which shall not exceed six months. When the warning has expired the dismissal procedure lapses and the complaints are to be removed from the employee's record.
- 37.2.5 At any time in the dismissal procedure the aggrieved employee and her/his representative may elect to be heard by the Centre's management.
- 37.2.6 Probation Period
- Section 67A of the Employment Relations Act has no effect in relation to any employee covered by this agreement, or any new employee who comes under the coverage of this agreement.

Clause 38: Sexual Harassment

- 38.1 The parties to this Agreement agree that sexual harassment is totally unacceptable and contravenes the employer's policy of equal employment opportunity and its requirements for a high standard of conduct in the workplace.
- 38.2 Sexual harassment refers to unwelcome behaviour which may be personally offensive, affect morale and interfere with the work effectiveness of the staff. Sexual harassment includes bringing pornographic material onto the premises.
- 38.3 Staff members are encouraged to report any instance of sexual harassment to management who will investigate the complaint promptly, seriously and with sensitivity and make every effort to settle the problem informally.
- 38.4 When a complaint cannot be settled, the matter shall be dealt with under the Personal Grievance procedure of the Employment Relations Act 2000 and its amendments or the Human Rights Commission Act 1977.

Clause 39: Affirmative Action

39.1 The parties to this agreement agree that they are committed to the elimination of discrimination and that there shall be equal opportunity in employment for all persons on the basis of their skills, qualifications, abilities and aptitude regardless of sex, race, creed, age, marital, parental, physical status or sexual preference.

Clause 40: IRIS – Kiwi Saver

40.1 Employees who agree to join IRIS Kiwi Saver and contribute a minimum of 3% of their gross earnings will be subsidised by the employer at a rate of 3%. If an employee contributes at a rate of 4% the employer will subsidise at a rate of 4%.

Clause 41: IRIS/UniMed Deductions

41.1 Subject to the written authorisation of an employee, the employer agrees to deduct the nominated amount for IRIS superannuation contributions and/or UniMed premiums from an employee's wages and remit same to the relevant administrator of the scheme[s] each month.

Clause 42: Renegotiation of Agreement

42.1 The union and the employer shall commence unless otherwise mutually agreed, renegotiation of this Collective Agreement two months before expiry date.

Clause 43: Employee Protection Provision

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

43.1.1 The employer shall endeavour to consult the employee about any proposal to sell all or part of the business or to contract out or transfer work before a final decision is made.

43.1.2 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 employment on the same or substantially similar terms and conditions including location, and recognising service as continuous. The employee 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.

43.1.3 The employee is 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 employment in terms of

Above, no redundancy situation will arise, and the employee will not be entitled to receive redundancy compensation or additional notice as specified in 16.7.1 above, whether or not the employee chooses to accept the offer of employment. The employee will be entitled to notice of termination with the employer as specified in this clause.

43.1.4 In the event that the contractor/service provider is not prepared to offer the employee employment in terms of 1.2 above, the employee will be entitled to notice of termination as specified in clause 16.5.1 and will remain entitled to the provisions of 16.7.

43.1.5 The provisions contained in this clause shall not apply where the employer is in receivership or in liquidation.

Clause 45: Term of the Agreement

45.1 The terms and conditions contained in this agreement, shall come into force on 1st September 2016 and shall continue in force until 31st August 2019

Clause 46: Savings Clause

By the coming into force of this agreement means that no current employee at the date of ratification will have any reduction on remuneration, of any conditions of work including Hours and days, status and any other entitlements.

Clause 47: Declaration

Michelle Tekira Practice Manager 6/7/2017
Name Designation Date



Signed for and on behalf of the New Zealand Nurses Organisation

Carol Brown Organiser 17/7/2017
Name Designation Date

Signed for and on behalf of E tū Inc.

Ted Thorn Lead Organiser E tū 10-7-2017
Name Designation Date

Schedule 1: Performance Appraisal Tools

Below are the Performance Appraisal Tools for Practice Nurses and Administration Staff. These will be reviewed annually to ensure alignment with current Job Descriptions and to fulfil the requirements for RNZCGP Cornerstone Accreditation.



Performance
Appraisal - reception



Performance
Appraisal - Administ



Performance
Appraisal Practice Ni