

# Collective Employment Agreement

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Between

Heritage Lifecare Limited, Heritage Lifecare (BPA) Limited

and

New Zealand Nurses Organisation and E tū



**28 November 2022 – 30 June 2023**

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**1. Parties**

Parties to this Employment Agreement are:

Heritage Lifecare Limited and Heritage Lifecare (BPA) Limited ("the employer");

And

The New Zealand Nurses Organisation and E tū Incorporated ("the union")

**2. Term**

This collective agreement shall have effect from 28 November 2022 and expire on 30 June 2023.

**3. Coverage**

This collective agreement shall apply to those facilities listed in Schedule A and those employees who are union members and employed in a classification below.

Unit Coordinator	Senior Registered Nurse	Registered Nurse
Enrolled Nurse	Diversional Therapist	Activities Coordinator
Shift Leader Caregiver	Caregiver	Domestic Support Worker
Cleaner	Household Services Supervisor	Laundry Supervisor
Laundry Assistant	Kitchen Manager	Chef
Cook	Kitchen Assistant	Groundskeeper
Maintenance Manager	Maintenance Coordinator	Grounds and Maintenance Coordinator
Driver	Receptionist (or equivalent)	

**4. Savings Clause**

Nothing in this Agreement shall operate to reduce any condition of employment applying to an employee at the date of this agreement coming into effect.

**5. Variation of Agreement**

Any of the provisions prescribed in this Agreement (notwithstanding that the statutory provisions are the minimum provisions) may be varied as to all or a section of the employees, by Agreement between the employers and the Unions and conducted according to the Unions' rules, which require that there be a majority vote of union members on any variation. Such Agreement shall be in writing and signed by the employers and the Unions.



## 6. New Employees

All new employees employed after the date of signing of this Agreement, whose work comes within the coverage clause of this Agreement shall be for the first 30 days employed on the terms and conditions contained in this Agreement. The employer shall:

- (a) Inform the employee that this Collective Agreement exists and covers work to be done by the employee.
- (b) Advise that the employee may join one of the unions.
- (c) Inform the employee how to contact the unions, with information provided by E tū and the NZNO.
- (d) Advise that if the employee joins one of the above unions he/she will be bound by this Collective Agreement.
- (e) Give the employee a copy of the collective agreement; and if the employee agrees, inform the union as soon as practicable of their employment by completing the MBIE New Starts form.
- (f) Acknowledge the right of the employee to join either the NZNO or E tū and that the employer supports collective bargaining as the basis of determining the terms and conditions of employees who choose to join one of the Union parties.

## 7. Letters of Offer

Each new employee prior to commencement of employee will be provided with a letter that shall confirm agreed hours, roster, place(s) of work, rate of pay and for fixed term employees the reason why and their proposed end date. Any agreed variation shall be confirmed in writing.

## 8. Duties

The duties of the position within the coverage clause of this agreement are set out in the job description. These duties may be modified or updated by the employer from time to time in consultation with the employee. Significant changes to job descriptions other than those necessitated by compliance requirements shall be subject to agreement with the affected employees.

## 9. Salaries / Wages

### Registered Nurses

Step	Criteria	Rate 1 July 2022
1	<p style="text-align: center;">Year 1</p> <ul style="list-style-type: none"><li>• New Start</li><li>• Orientation Pack completed</li><li>• Meet continuing competence requirements set down by the NZ Nursing Council</li><li>• InterRAI Trained*</li><li>• First Aid Certificate* (Obtained in first three months)</li></ul>	\$35.00

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2	<p style="text-align: center;"><b>Year 2</b></p> <ul style="list-style-type: none"> <li>• To have completed the previous level requirements</li> <li>• 8 hours of compulsory RN training completed annually.</li> <li>• Meet continuing competence requirements set down by the NZ Nursing Council</li> <li>• Completed one of the options in Note 3</li> </ul>	<b>\$35.50</b>
3	<p style="text-align: center;"><b>Year 3</b></p> <ul style="list-style-type: none"> <li>• To have completed the previous level requirements</li> <li>• Meet continuing competence requirements set down by the NZ Nursing Council</li> <li>• Completed two of the options in Note 3</li> </ul>	<b>\$36.00</b>
4	<p style="text-align: center;"><b>Year 4</b></p> <ul style="list-style-type: none"> <li>• To have completed the previous level requirements</li> <li>• Meet continuing competence requirements set down by the NZ Nursing Council</li> <li>• Completed three of the options in Note 3</li> </ul>	<b>\$36.50</b>
5	<p style="text-align: center;"><b>Year 5</b></p> <ul style="list-style-type: none"> <li>• To have completed the previous level requirements</li> <li>• Meet continuing competence requirements set down by the NZ Nursing Council</li> <li>• Completed two of the options in Note 3 and two options from Note 4</li> </ul>	<b>\$37.00</b>
6	<p style="text-align: center;"><b>Year 6</b></p> <ul style="list-style-type: none"> <li>• To have completed the previous level requirements</li> <li>• Meet continuing competence requirements set down by the NZ Nursing Council</li> <li>• Completed three of the options in Note 3 and two options from Note 4</li> </ul>	<b>\$39.00</b>
7	<p style="text-align: center;"><b>Senior Nurse</b></p> <p>Have completed the previous level requirements.  Role model. Exceptional performer with leadership abilities.  Meets all NZNC requirements, company policy and processes.  Undertakes some CSM tasks in their absence.</p> <p>Meeting continuing competence requirements set down by the NZ Nursing Council</p>	<b>\$40.00</b>

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	<ul style="list-style-type: none"> <li>• Arranges and conducts orientation</li> <li>• Is a preceptor when required</li> <li>• Mentors New Employees</li> <li>• Career Force Assessor</li> <li>• Facilitates Clinical Meetings</li> <li>• Participates in performance appraisals for care and support staff</li> <li>• Develops rosters</li> </ul> <p>This position shall only be offered at the discretion of the employer.</p>	
8	<p><b>Unit Coordinator.</b> Role model. Exceptional performer with leadership abilities. Meets all NZNC requirements and company policy and processes. Steps up to Act in CSM role when required.</p> <ul style="list-style-type: none"> <li>• To have completed the previous level requirements</li> <li>• Meeting continuing competence requirements set down by the NZ Nursing Council</li> <li>• Completed three of the options in Note 3 and two options in Note 4 and 1 in Note 5</li> </ul> <p>This position is a position that is formally offered (with employment documentation).</p>	<b>\$42.00</b>

\*No employee will be disadvantaged due to unavailability which prevent them from completing the required training courses. Heritage Lifecare will take all reasonable endeavours to ensure employees are provided with the opportunity to achieve these requirements.

**Note 1: Applies to all levels**

- Based on satisfactory performance and
- Completion of the required in house training

**Note 2: Applies to all levels**

Hold a current and valid APC and practice within the competencies set down by the NZ Nursing Council.

**Note 3: Progression Options**

- Preceptors for the facility – CAP students/nursing students
- Member of facility committee (e.g. restraint, infection control, health and safety, continence, palliative care, quality improvement training etc)
- Complete and present a case study to the clinical advisory group for a resident with complex needs (each 12 months) on a care plan process
- PDRP proficient
- Evidence contribution to the support, direction and teaching of colleagues
- Lead and complete a continuous improvement project
- Assist with Audits

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- Champion in a specific clinical indicator (select 1 or more)
  - Weight Management
  - Wound Prevention
  - H&S, Falls Prevention
  - Restraint
  - Infection Control

**Note 4: Leadership**

- Acting as Clinical Leader/Manager
- Facilitate Clinical meetings
- PDRP expert/accomplished (counts for two options)
- Participates in performance appraisal of healthcare workers
- Is a preceptor
- Mentors new Registered Nurses
- Undertakes orientation for Registered Nurses

**Note 5: Advanced Leadership**

- Participates in performance appraisal of healthcare workers
- Acting as Clinical Leader/Manager
- Is a preceptor
- Mentors new Registered Nurses
- Careerforce Assessor

**Enrolled Nurses**

Year 1	\$29.50
Year 2	\$30.00
Year 3	\$30.50

**Healthcare Assistants**

Length of service with employer/qualification level	1 July 2022
Less than 3 years' service and no qualification	\$22.49
3 years to 8 years' service and/or NZQA Level 2 qualification	\$24.06
8 years to 12 years' service and/or NZQA Level 3 qualification	\$26.16
12+ years' service after 1 July 2017	\$27.20
12+ years' service before 1 July 2017 and/or NZQA Level 4 qualification	\$28.25

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**Receptionist**

Step	Length of service experience	
1	Entry level with 0 – 1 years' experience	\$22.50
2	With more than 1 years' experience	\$23.50

**Cleaner**

Step	Criteria	Rate
1	Less than 2 years' relevant experience with Heritage Lifecare and supported to obtain Ecolab chemical training/, manual handling, infection control and any other required training in the Aged Residential Care Agreement.	\$21.62
2	2 years' relevant experience with Heritage Lifecare, training as above and attainment of New Zealand Certificate in Cleaning (Level 2) (Health Care Facilities Endorsement)	\$22.05
3	More than 4 years' relevant experience with Heritage Lifecare, training and qualifications as above and attainment of New Zealand Certificate in Cleaning (Level 3) Specialist Cleaning	\$22.50

**Laundry Assistant**

Step	Criteria	Rate
1	Less than 2 years' relevant experience with Heritage Lifecare and supported to obtain Ecolab chemical training, manual handling, infection control and any other required training in the Aged Residential Care Agreement.	\$21.62
2	2 years' relevant experience with Heritage Lifecare, training as above and attainment of New Zealand Certificate in laundry Processing (Level2) including Washroom procedures.	\$22.05
3	More than 4 years' relevant experience with Heritage Lifecare, training and qualifications as above and attainment of NZQA Level 3 Laundry Processing.	\$22.50

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**Kitchen Assistant**

Step	Criteria	Rate
1	Less than 2 years' experience with Heritage Lifecare, completion of chemical training and the Ecolab Safe Food programme within 1 month of commencement and supported to gain food handling 167&168 basic food safety and hygiene certificate (within 6 months of commencement), manual handling, infection control and any other required training in the Aged Residential Care Agreement.	\$21.62
2	2 years' relevant experience with Heritage Lifecare, training as above	\$22.05
3	More than 4 years' relevant experience with Heritage Lifecare and training as above	\$22.50

**Unqualified Cook and Qualified Chef**

Step	Length of service experience	Rate
1	Cook - Unqualified with less than 2 years' experience with Heritage Lifecare (Must have already gained food handling 167&168 basic food safety and hygiene certificate) and be supported to gain manual handling infection control attainment of the New Zealand Certificate in Cookery – Level 3 and other relevant compulsory training as required.	\$24.00
2	Cook - Unqualified with less than 3 years' experience, completed all requirements in step 1 and be supported to attain New Zealand Certificate in Cookery – Level 4	\$25.00
3	Cook - Unqualified with more than 4 years' experience and has completed all the criteria in steps 1 and 2	\$26.00
4	Chef – Holds a relevant NZQA qualification of level 5 and above, completes all compulsory training and has less than 2 years' experience with Heritage Lifecare.	\$29.00
5	Chef – Holds a relevant NZQA qualification of level 5 and above, completes all compulsory training and has more than 2 years' experience with Heritage Lifecare.	\$30.00

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**Maintenance (unqualified)**

Step	Criteria – Unqualified	Rate
1	Unqualified with less than 2 years' experience	\$25.00
2	Unqualified with less than 3 years' experience	\$25.75
3	Unqualified with more than 4 years' experience	\$26.50

**Maintenance (Qualified)**

Step	Length of service experience	Rate
1	Trade Qualified with less than 2 years' experience	\$28.00
2	Trade Qualified with less than 3 years' experience	\$29.00
3	Trade Qualified with more than 4 years' experience	\$30.00

Trades Qualifications relevant for this remuneration schedule are:

1. Plumber
2. Builder
3. Electrician
4. Roofer
5. Painter Decorator
6. Cabinet Maker

Transition onto scale (2022 only): Household Assistants, kitchen, cleaning and laundry workers with 10+ years' service with Heritage (or its predecessors) as at 28 November 2022 will transition to step 3 regardless of the level of qualification held.

**10. Allowances**

Weekend

\$1.10 per hour between the hours of 12.00 midnight Friday and 11.59pm Sunday.

On Call

- The Employer may require a Registered Nurse to be On-Call for agreed rostered periods and the allocation of On-Call time should be spread as evenly as practicable amongst those required to provide an On-Call roster. A Registered Nurse who is instructed to be On-Call during normal off duty hours shall be paid an On-Call allowance of \$2.50 per hour, except on Public Holidays when the rate shall be \$3.00 per hour.

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- The On-Call allowance is payable for all hours the Registered Nurse is rostered On-Call. The On-Call allowance is not paid for the time the Registered Nurse is required to return to work during rostered On-Call duties.

## **11. Annual Practicing Certificate**

On the production of a receipt the employer will reimburse the cost of the New Zealand Nursing Council Annual Practicing Certificate for all employees who hold such a certificate and who are employed as a Registered Nurse or Enrolled Nurse at Heritage Lifecare. Any payment will be offset to the extent that the employee has received a reimbursement from another employer.

## **12. Hours of Work**

- 12.1. The ordinary hours of work shall be up to 80 hours a fortnight. Employees will normally work 8 hours a day/shift in duration. Alternative hours of work may be implemented by agreement between the employer, the employees directly affected and the unions. Such agreement shall be in writing and signed by the representatives of the parties. Shifts shall not exceed 12 and a quarter hours (inclusive of a 15-minute hand over for those required) in duration other than in exceptional circumstances
- 12.2. Split shifts – by agreement split shifts may be worked within the span of 12 hours and between the hours of 0700 and 2200. Each shift shall be considered a separate period of duty and only aggregated for the purpose of calculating overtime.
- 12.3. The employer shall use best endeavours to ensure that employees will have two consecutive periods of at least 24 hours rostered off duty each week except by agreement.
- 12.4. Employees shall not ordinarily be requested to return to work after their rostered period of duty has finished, until after a break of nine hours. Other than for split shifts, any period during which an employee works with less than a nine-hour break shall be paid at the overtime rate. An employee brought back to work in these circumstances shall be paid a minimum of three hours.
- 12.5. Employees acknowledge that additional hours may be requested to be worked in excess of their rostered hours in order to meet the requirements of the operation of the facility. Such additional hours shall be mutually agreed.
- 12.6. The commencing and finishing times, the number of hours to be worked per day and the days of the week on which work is to be performed shall be specified by the employer in a roster notified to the employee a minimum of two weeks in advance of commencement after which time changes to the roster must be by mutual agreement.

## **13. Overtime**

- 13.1. Overtime - the following payments shall apply:
  - a) Eight-hour shifts: T1.5 after 10 hours a day or after 80 hours a fortnight.
  - b) Twelve-hour shifts: T1.5 after 12 ¼ hours or after 80 hours a fortnight.
- 13.2. The allocation of overtime should be spread as evenly as practicable amongst those in a position to fulfil overtime needs.



#### **14. Rest and Meal Breaks**

- 14.1. If an employee's work period is 2 hours or more but not more than 4 hours, the employee is entitled to one 10-minute paid rest break.
- 14.2. If an employee's work period is more than 4 hours but not more than 6 hours, the employee is entitled to one 10-minute paid rest break and one unpaid 30-minute meal break.
- 14.3. If an employee's work period is more than 6 hours but not more than 8 hours, the employee is entitled to a two 10-minute paid rest breaks and one unpaid 30-minute meal break.
- 14.4. If an employee's work period is more than 8 hours but not more than 10 hours, the employee is entitled to a three 10-minute paid rest breaks and one unpaid 30-minute meal break.
- 14.5. If an employee's work period is more than 10 hours but not more than 12 hours, the employee is entitled to a three 10-minute paid rest breaks and one unpaid 30-minute meal break.
- 14.6. If an employee's work period is more than 12 hours, the employee is entitled to three 10-minute paid rest breaks and two unpaid 30-minute meal breaks.
- 14.7. Where an employee is required to remain within the facility during their break or an employee agrees to forfeit their meal break at the request of the employer, they will be paid.
- 14.8. The employer shall make available tea, coffee, milo, milk, and sugar.

#### **15. Payment of Wages**

- 15.1. The Employee will be paid at the agreed hourly rate which shall not be less than the rates specified in this document. This hourly rate shall be payable for all hours worked by the Employee, except as may be otherwise provided by this Agreement.
- 15.2. Remuneration shall be paid fortnightly, direct credited into a bank account nominated by the employee no later than Thursday.
- 15.3. If an error occasioned by the employer occurs in the calculation of the wage of an employee which results in underpayment of that employee, the deficit shall be paid to that employee no later than two working days after the employee brings the matter to the attention of the employer.
- 15.4. The employer shall reimburse the employee any reasonable bank charges incurred by the employee because of the error.
- 15.5. In the event of an overpayment the employer may manage such an event in accordance with the Wages Protection Act 1983.

#### **16. KiwiSaver**

A new employee shall be automatically enrolled. Employee contributions shall be deducted from the employee's pay. The employer will match employee contributions up to 3%. Additional information is available from <http://www.kiwisaver.govt.nz>.

#### **17. Deductions**

- 17.1. The employer is entitled to make a rateable deduction from the employee's pay for:
  - (a) Those authorised by the employee.
  - (b) Those provided for under another Act.

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- (c) Those ordered by the Courts.
  - (d) Time lost by the employee due to employment default, sickness, accident (where no special leave has been approved), absence at own request.
  - (e) Wages/salary paid in advance.
  - (f) Unreturned goods, uniform, equipment, tools, stock or other legitimate debt owing by the employee to the employer.
  - (g) Overpayments as provided for by section 6 of the Wages Protection Act 1983 and its amendments.
- 17.2. In the event of termination of employment, the employer is authorised to deduct from the employee's final pay including any holiday pay owing, any of those specified above whatever monies it may be owed under the employment relationship. The employer will provide the employee with notice of this prior to any deduction being made. If the employee does not agree with the amount or method of deduction, they may withdraw consent.

## **18. Union Fee Deductions**

- 18.1. With the written authority of the employee, the employer shall deduct union fees from the wages of members of the Union/s who are bound by this Agreement. The employer shall remit the union fees electronically to the Union/s on a fortnightly basis. This also includes periods of time off work on paid leave.
- 18.2. The employer shall also forward to each Union via email an electronic schedule in a csv or excel format detailing the name of the employee, value of deduction, site and details of the period covered by the remittance.

## **19. Wage and Time Records**

- 19.1. The employer shall keep a time and wages record in which shall be correctly recorded: -
- (a) The name and last known postal address of every employee employed.
  - (b) The kind of work in which they are employed.
  - (c) The daily hours of their employment.
  - (d) The wages paid on each pay day and the date thereof.
- 19.2. Employees will use time recording systems provided by the employer as may be necessary to accurately record hours worked and absences.
- 19.3. The employer shall ensure employees are able to access all leave and pay enquiries.

## **20. Family Violence**

- 20.1. The Family Violence Act 2018 applies to employees who are affected by domestic violence. Domestic Violence is violence against a person by any other person with whom that person is, or has been, in a domestic relationship. It includes physical, sexual, financial, verbal or emotional abuse.
- 20.2. On commencing permanent employment, employees will be entitled up to 10 days domestic violence leave in accordance with the Family Violence Act 2018, Holidays Act 2003, subject to the employee's eligibility under this Act.

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- 20.3. Employees will also be entitled to request flexible work arrangements for a period of up to two months (or longer by agreement) in accordance with the Employment Relations Act 2000, subject to the employee's eligibility under this Act. Flexible work arrangements may include for example, rostered days, start and finish times, location of work and duties or any other reasonable steps necessary to enable the employee to deal with the effects of being a person affected by domestic violence.
- 20.4. Any employee who is the victim of family violence is encouraged to bring this to the attention of their site manager, HR or an alternative company representative who will, in consultation with the employee consider what support can be made available. This could include matters such as flexible hours or discretionary leave for example. Employees can also contact one of the many specialist organisations available to assist including Women's Refuge, Union Delegate, Shine (Making homes violence free in NZ) and the Ministry for Vulnerable Children, Oranga Tamariki (mvcot.govt.nz). In an emergency, you should always dial 111 and ask for the Police.
- 20.5. Proof of the family violence may be required and can be in the form of an agreed document issued by police, a court, a doctor, a nurse, a domestic violence support service, a counselling professional, or a lawyer.
- 20.6. The employer shall deal with a request as soon as possible but not later than 5 working days.

## **21. Annual leave**

- 21.1. After the end of each completed twelve (12) months current continuous employment with the employer, the employee is entitled to four (4) weeks annual holidays in accordance with the Holidays Act 2003 and its amendments.
- 21.2. Payment for annual holidays shall be paid at the greater of the ordinary weekly pay or average weekly earnings and in accordance with the provisions of the Holidays Act 2003 and its amendments.
- 21.3. Employees may choose whether to be paid in advance of taking their annual leave or be paid in their usual pay cycle.
- 21.4. Such holidays are to be taken in the year after entitlement at a time or times to be mutually agreed between the employee and the employer, having regard to the requirements of the business.
- 21.5. Leave in advance shall be at the discretion of the employer and deducted later from the employee's entitlement, or, where applicable, from any final payment on termination of employment.
- 21.6. The employee shall, if he/she so elects, be provided with an opportunity to take at least two weeks of his/her annual holiday entitlement in an uninterrupted break.
- 21.7. The time for taking annual holidays may be agreed between the employer and employee. The employer must not unreasonably withhold consent to the timing proposed by the employee, but failing agreement the employer may require the employee to take annual holidays by providing, after consultation with the employee, and having taken into account work requirements and the opportunities for and recreation available to the employee, at least 14 days' notice to the employee directing him/her to take annual holidays commencing on a particular date.
- 21.8. The employee shall make leave applications with 14 days' or more notice. The employer shall, where possible, make and communicate a decision on the leave application within 7 days of receipt of the request. Any application with less than 14 days' notice for leave within 7 days

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shall, in addition to the written request, require a verbal request conversation with the Manager who shall respond within a reasonable time.

- 21.9. This will not prohibit an application for short notice leave which shall be agreed between the parties.

## **22. Sick Leave**

- 22.1. On commencement, employees shall be entitled to three (3) days sick leave and after six (6) months employees shall be entitled to seven (7) further days of sick leave.
- 22.2. 10 days of sick leave will then be credited for each subsequent 12 months of continuous employment (i.e. after 18 months' continuous service etc).
- 22.3. An employee may carry over unused sick leave of up to 40 days into the next period of entitlement.
- 22.4. Sick leave may be taken in the following circumstances:
- When the employee is sick or injured; or
  - When the employee's spouse is sick or injured; or
  - When a person who depends on the employee for care is sick or injured.
- 22.5. Where the employee has taken sick leave and has been absent from work at least three (3) or more consecutive calendar days, the employer shall be entitled to require the employee to provide proof of entitlement to sick leave, at the employee's cost.
- 22.6. Where an employee takes sick leave, and the employer has reasonable cause to suspect that the leave is not genuine, the employer shall be entitled to require the employee to provide proof of entitlement to sick leave within the three (3) consecutive calendar days, at the employer's cost (including reasonable expenses incurred). The employer will inform the employee as early as possible that such proof will be required.
- 22.7. An employee shall notify the manager as soon as the employee becomes aware of their need to take sick leave. An employee shall not be entitled to paid sick leave on any day the employee is not normally rostered to work.

## **23. Bereavement Leave**

- 23.1. The intent of this provision is to provide every reasonable opportunity for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). The employer may approve bereavement leave on pay for an employee to discharge any obligation and/or pay respects to a deceased person with whom the employee has had a close association. The length of time off shall be as follows:
- 23.2. Each employee gets bereavement leave for a minimum of three days in the following circumstances:
- The employee's immediate family member dies (e.g. parents, child, partner or spouse, grandparents, grandchildren, brother, sister and parents-in-law).
  - The employee has a miscarriage or still-birth.
  - Another person has a miscarriage or still-birth and the employee is:
    - the person's partner



- the person's former partner and would have been a biological parent of a child born as a result of the pregnancy
  - agreed to be the primary carer of a child born as a result of the pregnancy (e.g. through a formal adoption or a whangai arrangement)
  - the partner of a person who had agreed to be the primary carer of a child born as a result of the pregnancy
  - the grandparent of the child lost via miscarriage or still-birth.
- 23.3. Each employee gets bereavement leave for a minimum of one day if another person dies and their employer accepts they've had a bereavement. This is based on:
- How close they were with the deceased person.
  - Whether they have to take a lot of the responsibility for all or any of the arrangements for the ceremonies relating to the death.
  - If they have any cultural responsibilities in relation to the death.
  - The amount of time needed to discharge properly any responsibilities or obligations.
- 23.4. Other matters in relation to bereavement leave:
- Reasonable travelling time should be allowed, but for cases involving overseas travel, that may not be the full period of travel.
  - A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately but may be given retrospectively where necessary.
  - If paid special leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.
  - The employer may require that satisfactory evidence be provided when paid leave is requested other than in respect to miscarriage or still-birth.

## 24. Jury Service

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

- 24.1.1. The employee produces the Court expenses voucher for the employer.
- 24.1.2. The employee returns to work immediately on any day she/he is not actually serving on a jury.

## 25. Parental Leave

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

## 26. Public Holidays

- 26.1. "Public Holidays" are as defined below:
- a) Public Holidays with set dates:
  - b) Christmas Day (25 December)

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- c) Boxing Day (26 December)
  - d) New Year's Day and the day after (1 and 2 January)
  - e) Waitangi Day (6 February)
  - f) ANZAC Day (25 April)
- 26.1.1. All other public holidays:
- a) Good Friday and Easter Monday (dates variable)
  - b) Sovereign's Birthday (first Monday in June)
  - c) Labour Day (fourth Monday in October)
  - d) Provincial Anniversary Day (date determined locally)
  - e) Matariki (variable)
- 26.2. Pursuant to the provisions of the Holidays Act 2003 and its amendments, twelve public holidays shall be granted, provided they fall on a day that would otherwise have been a working day for the employee.
- 26.3. The employer shall be entitled to require the employee to work on a public holiday.
- 26.4. Where the employee is required to work on a Public Holiday that would otherwise be a working day for the employee, the employee shall be paid at least the portion of their relevant daily pay (less any penal rates) for the time actually worked on the day plus half that amount again. The employee shall also receive an alternative holiday to be paid at the employee's relevant daily pay and taken at a time mutually agreed between the employer and the employee or, failing an agreement, in accordance with section 57 of the Holidays Act 2003.
- 26.5. Where the employee is required to work on a public holiday that would not otherwise be a working day for the employee, the employee shall be paid at least the portion of his/her relevant daily pay (less any penal rates) for the time actually worked on the day plus half that amount again. Where the employee is not required to work on a public holiday and the day would otherwise be a working day for the employee, he/she shall be paid his/her relevant daily pay for that day.
- 26.6. Where any of the holidays, that would otherwise be a working day for the employee, specified in this clause, occur during the currency of the employee's annual leave, the employee shall be paid their relevant daily pay for the day, and it shall not be treated as annual leave.
- 26.7. Transfer of public holidays over Christmas and New Year.
- a) Where any of these days fall on a Saturday and/or Sunday and the day would otherwise be a working day for the employee, the public holiday must be treated as falling on that day.
  - b) Where any of these days fall on a Saturday and/or Sunday the day would not otherwise be a working day for the employee, the public holiday must be treated as falling on the following Monday and/or Tuesday.
- 26.8. If Waitangi Day or ANZAC Day—
- a) falls on a Saturday or a Sunday, and the day would otherwise be a working day for the employee, the public holiday must be treated as falling on that day.
  - b) falls on a Saturday or a Sunday, and the day would not otherwise be a working day for the employee, the public holiday must be treated as falling on the following Monday.

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- c) This does not entitle an employee to more than one public holiday for Waitangi Day or more than one public holiday for ANZAC Day.

**27. Orientation**

- 27.1. All new employees will undergo a minimum of three (3) orientation or training shifts under supervision before commencement of duties with additional orientation provided for each area and/or different levels of care provided at the Care Home. This will include buddying support as required. These shifts will be paid at the appropriate hourly rate in the pay period following completion.

**28. Performance Reviews**

- 28.1. After orientation, employees will receive regular feedback on their performance throughout their first three months of employment with a formal performance review interview being undertaken at or about the time they have completed three months' tenure. Performance and development reviews will be undertaken annually thereafter.
- 28.2. A performance and development review interview will be through a joint meeting with the employee's direct line manager. The review will focus on the requirements of the position, outputs and standards of performance and will provide a forum where both parties can discuss opportunities for the coming period. Nothing in this clause shall prevent the employer from reviewing the employee's performance and development more frequently.
- 28.3. Where the employer fails to provide feedback or fails to ensure the performance review is undertaken as set out above, the employee shall not be disadvantaged by such failure.

**29. Professional Development, Education and Training**

The employer is committed to developing the knowledge and skills of its workforce in areas which benefit the residents, safety of employees and the organisation.

**30. Professional Development Recognition Programme (PDRP) – Nurses**

- 30.1. The employer will make its best endeavours to provide access to a PDRP programme for Registered and Enrolled Nurses.
- 30.2. Any claim for expenses including course fees or course related expenses must be approved in advance and will be considered on a case-by-case basis.
- 30.3. To assist employees to attend required education sessions and prepare a portfolio the employer will provide the below days of paid training leave:

Proficient	1 day per calendar year
Expert/Accomplished	2 days per calendar year
- 30.4. In recognition of achieving PDRP and the increased level of capability this achievement brings, the employer will for the duration of the PDRP, provide a fortnightly allowance of:

RN Expert	\$116
RN Proficient	\$97
EN Accomplished	\$77
EN Proficient	\$68

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- 30.5. Payment of the allowance will begin once evidence of successful completion of the relevant PDRP portfolio and will cease at the expiry of the awarded PDRP. The allowance will not be paid during periods of unpaid leave.

### **31. Occupational Health and Safety**

- 31.1. The parties' attention is drawn to the Health and Safety at Work Act 2015. The principal object of this Act is to provide for the prevention of harm to employees at work.
- 31.2. The Act requires that all parties participate in workplace health and safety programs as a step towards ensuring that the workplace is a safe and healthy environment. The employer's current health and safety policy provides all employees with the opportunity to participate in continuous health and safety improvement and management through representation by their nominated representatives at health and safety meetings.
- 31.3. The employer will take all practical steps to systematically identify and manage potential and specific hazards by eliminating, isolating, or minimising them, before or as they arise.
- 31.4. The employee agrees to take all reasonable precautions for the safety and health of him/herself and others in the workplace.
- 31.5. Where an employee becomes aware of damage or faults to equipment or the existence of other hazards that may endanger the health and safety of others, he/she will immediately report such damage, fault or hazard to management.
- 31.6. The employee agrees that he/she knows and understands the employer's health and safety rules and procedures. Where an employee fails to comply with Health and Safety rules and procedures, disciplinary action may result.
- 31.7. The employer shall provide such protective clothing and equipment as is necessary for the safe operation of each job in the workplace. The employee shall ensure that such clothing and equipment is used properly and treated with respect.

### **32. ACC**

- 32.1. Where practicable the employee shall notify the employer within one working day of filing any work-related claim with the ACC. The employee shall, in addition, provide the employer with a copy of the relevant ACC forms by which application is made to ACC together with copies of such other documentary evidence and medical certificates as are provided to ACC from time to time.
- 32.2. At the discretion of ACC, the employee may be required to return to work to undertake such alternative duties (whether on a full-time or part-time basis) as are available and as are reasonably within their capability and level of fitness as determined by agreement with the employer's/employee's medical practitioner and employee's case manager.
- 32.3. In the event an employee has an accident and/or is injured and that injury is covered by ACC, the employee may request to have their ACC entitlement topped up from the 80% to a 100% of the employee's normal wage. The cost of the top up will be covered from the employee's available sick leave entitlement. (Note: five days top up is equal to one day's sick leave).
- 32.4. In the event of a non-work-related accident or injury the employee may use their available sick leave entitlement to cover their earnings for the first week of incapacity and/or to top up to 100%.

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### **33. Accident and Injury Reporting**

Employees shall record and report to the Care Home manager or other designated employee all accidents/injuries which occur arising out of or during the course of employment in accordance with the health and safety policy. Care Home managers shall take such action as is appropriate and will notify employees of this.

### **34. Bullying and Harassment**

- 34.1. All employees have the right to work without fear or concern of being harassed or bullied based on age, marital status, gender, religion, ethnic or national origin, ethical belief, colour or race, employment status, disability, sexual orientation, political opinion, family status, or membership of an employee organisation.
- 34.2. All bullying and harassment incidents will be treated seriously, and formally investigated if appropriate/required. Where bullying or harassment of any kind is established, and it constitutes a breach of the Workplace Harassment, Bullying and Discrimination policy disciplinary action will be taken.

#### Bullying

- 34.3. Workplace bullying is repeated, and unreasonable behaviour directed towards a worker or a group of workers that can lead to physical or psychological harm.
- 34.4. Repeated behaviour is persistent (occurs more than once) and can involve a range of actions over time.
- 34.5. Unreasonable behaviour means actions that a reasonable person in the same circumstances would see as unreasonable. It includes victimising, humiliating, intimidating, or threatening a person.
- 34.6. Bullying may also include harassment, discrimination, or violence.
- 34.7. Examples are, but not limited to:
- Being humiliated or ridiculed
  - Insulting or offensive remarks
  - Persistent criticism of work (other than constructive performance management)
  - Threats of violence or abuse
  - Repeated reminders of mistakes
  - Being ignored or excluded
  - Intimidating behaviour
  - Excessive monitoring of work
  - Having important information withheld (that is necessary to be able to do your job/work)
  - Being exposed to an unmanageable workload
  - Gossip or rumours
  - Treating other occupational groups as inferior

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### Harassment

- 34.8. Harassment can be defined as any unwelcome comment, conduct or gesture that is insulting, intimidating, humiliating, malicious, degrading or offensive. It might be repeated or an isolated incident, but it is so significant that it adversely effects someone's performance, contribution or work environment. It can include physical, degrading, or threatening behaviour, abuse of power, isolation, discrimination, sexual and / or racial harassment. Harassment is behaviour that is unwanted by the recipient even if the recipient does not tell the harasser that the behaviour is unwanted.
- 34.9. Harassment can take place between:
- A staff member and a manager
  - Co-workers
  - A worker and a resident
  - A worker and another person in the workplace

### Sexual Harassment

- 34.10. Sexual harassment covers any form of uninvited sexual attention or sexually orientated activity towards an employee by another employee or client or supplier, which persists to the point of making an employee uncomfortable, annoyed, or distressed.
- 34.11. Sexual harassment may take many forms including the following:
- sex-oriented gestures or comments
  - sex-based insults, taunts, teasing, or name calling
  - unwanted and deliberate physical contact
  - requests for sexual activity which carry overt or implied threats or promises regarding the employee's employment
  - Persistent and unwelcome social invitations or telephone calls

### Racial Harassment

- 34.12. Racial harassment covers the use of language (whether written, spoken or non-verbal), or visual material, or behaviour that expresses hostility against, or brings into contempt or ridicule, any other person(s) on the ground of colour, race, or ethnic origins which is hurtful or offensive (whether it is conveyed to that person or not) or has a detrimental effect.
- 34.13. Specific examples include:
- Jokes or songs of a racial nature
  - Mocking others' accents
  - Deliberately mispronouncing names
  - Racial or ethnic oriented jibes or abuse
  - Displaying offensive material
  - Distribution of racist material
- 34.14. This list is not exhaustive, and the employer recognises that behaviour that may be regarded as harmless, trivial, a joke or acceptable by one person may be regarded as racial harassment to another.

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### **35. Paid Meetings**

- 35.1. The employer must allow every union member employed by the employer to attend at least 2 union meetings (each of a maximum of 2 hours' duration) in each calendar year.
- 35.2. The Union/s must give the employer at least 14 days' notice of the date and time of any Union meeting to which clause 35.1 applies.
- 35.3. The Union/s must make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting to which clause 35.1 applies, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operations to continue.
- 35.4. Work must resume as soon as practicable after the meeting, but the employer is not obliged to pay any union member for a period longer than 2 hours in respect of any meeting.
- 35.5. The employer must allow a union member employed by the employer to attend a meeting under clause 35.1 on ordinary pay to the extent that the employee would otherwise be working for the employer during the meeting.
- 35.6. For the purpose of clause 35.5, the union/s must –
  - a) supply to the employer a list of members who attended the union meeting; and
  - b) advise the employer of the duration of the meeting.

### **36. Recognition of Delegates**

- 36.1. An employee who is confirmed in writing by their union as a union delegate shall be recognised by the employer and be entitled to reasonable paid time to carry out union business. Prior to undertaking extended union delegate duties, the delegate shall obtain the consent of the employer and consent shall only be declined if the employer, on reasonable grounds considers there would be unreasonable disruption to business or the delegates performance of their duties.
- 36.2. The delegates role includes member recruitment, education, attendance at meetings, representation of members, negotiations, and consultative forums.

### **37. Access to Workplace**

A representative of a union is entitled to enter the workplace in accordance with the Employment Relations Act 2000.

### **38. Employment Relations Education Leave**

- 38.1. The Employer shall grant paid employment relations education leave to eligible Employees based on the formulae set out in Part 7 of the Employment Relations Act 2000.
- 38.2. The parties agree that only union members are eligible to participate in employment relations education provided by their unions.
- 38.3. Calculation of the employment relations education leave entitlement per year is based on the number of FTE eligible Employees as at the start date of the collective i.e. any union member who works 30 hours or more per week = 1 FTE, any union member Employee who works less than 30 hours per week = 0.5 FTE.
- 38.4. As of the 31 March each year the Unions party to the Agreement shall notify the Employer of the:

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- a) Maximum number of employment relations education leave days, and
  - b) Details of the calculation.
- 38.5. Employees who have been allocated employment relations education leave by the Unions party to the Agreement shall advise the Employer as soon as possible and not later than 14 days before the first day of such leave.
- 38.6. The Employer shall not refuse an eligible Employee taking employment relations education leave unless taking the leave on the dates notified would unreasonably disturb the Employer's business.

### **39. Managing Performance and Conduct in the Workplace**

The employer will have in place policies for managing Performance and Conduct in the workplace which are designed to ensure:

- a) All actions are fair and reasonable, and the employee shall be advised of the process that will be followed and what the potential outcomes could be.
- b) Any investigation shall commence as soon as reasonably practicable.
- c) Any explanation shall be considered in an unbiased manner and free from any predetermination and uninfluenced by irrelevant information.
- d) Any decision shall not be made until all relevant information has been considered.
- e) An employee may choose at any stage of the process to be represented by a union official or lawyer or have a support person present in a meeting.

### **40. Abandonment of Employment**

- 40.1. Where an employee absents themselves from work for a continuous period exceeding three working days without the consent of the employer, or without good cause and the employer has made reasonable efforts to contact the employee, the employee shall be deemed to have terminated his/her employment without notice.
- 40.2. Where the employee has abandoned his/her employment and has not given the employer the required notice period, the employee shall forfeit the required notice period.

### **41. Termination of Employment**

- 41.1. This agreement may be terminated by either party by giving written notice of not less than:
- a) Four (4) weeks for a Registered or Enrolled Nurse.
  - b) Two (2) weeks for any other employee.
- Unless both parties, in writing, agree to a lesser time.
- 41.2. The employer reserves the right to pay the employee in lieu of notice at its discretion. The employer reserves the right to dismiss the employee summarily for serious misconduct, as described in the company policies.
- 41.3. On termination, final pay will be paid in the next scheduled pay cycle other than when termination is at that initiative of the employer, at which case the employer shall endeavour to process final pay within 48 hours.

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#### **42. Termination on Health/Medical Grounds**

- 42.1. Where the employer believes the employee is unable to perform the full duties of his/her position in an efficient manner, that will ensure the continued health, safety and wellbeing of the residents and employees, by reason of mental or physical disability then the employer may terminate employment on health/medical grounds.
- 42.2. Before taking action under this clause the employer shall be entitled to require the employee to undergo, at the employer's expense, a medical examination by an appropriate registered medical practitioner nominated by the employer.
- 42.3. With agreement of the employee the relevant results of such examination shall be made available to the employer and agrees that the medical practitioner is authorised to provide the information directly to the employer, at the same time as providing information to the employee.
- 42.4. If the employer is unable to accommodate the employee's disability after reasonable efforts, employment will be terminated with notice in accordance with clause 40 of this agreement.
- 42.5. In the case of casual employees, a casual employee who is unable to perform their duties safely or efficiently due to mental or physical disability shall not be retained on a list of casual employees or called in to work.

#### **43. Redundancy**

- 43.1. Redundancy is where the position held by an employee has become superfluous to the requirements of the employer. Redundancy includes but is not limited to, any situation where the employee's work is contracted out of the business, or where any part of the business concerning the employee is transferred or sold. 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.
- 43.2. Where the employer is proposing to make a decision that will, or is likely to, have an adverse effect on the continuation of employment of one or more of his or her employees the employer shall provide to the employees affected and their union access to information relevant to the continuation of the employees' employment about the proposal and an opportunity to comment on the information before the decision is made.
- 43.3. Sufficient time shall be allowed for the purpose of consultation and the employer shall provide a proposal document to assist with the process. The proposal document shall contain sufficient information to allow the consulted parties to respond to any proposal.
- 43.4. In the event that a decision is made to declare a position surplus the employer shall explore whether there are any suitable alternative roles to redundancy and bring these to the attention of the employee before reaching a decision to terminate an employee's employment for reason of redundancy.

#### **44. Employment Relationship Problem**

- 44.1. An employment relationship problem includes a personal grievance, a dispute and any other problem relating to or arising out of an employment relationship.
- 44.2. Should an employee wish to raise a personal grievance, she/he must raise the grievance with the employer within 90 days from the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the later.

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44.3. The Employment Relations Act 2000 requires that this Collective Agreement have a plain-language explanation of the services and processes available to resolve any employment relationship problems. The parties to this Agreement wish to draw attention to the following procedure:

1.1.1. Employment relationship problems include:

- a) 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).
- b) A dispute about the interpretation, application, or operation of an employment Agreement.
- c) Any other problems relating to or arising out of the employee's employment relationship with the employer, except matters relating to the fixing of new terms and conditions of employment.

1.1.2. If you believe there is a problem with your employment relationship with the employer then you should tell the employee's manager, either personally or through the employee's union or other representative, as soon as possible that:

- a) There is a problem; and
- b) The nature of the problem; and
- c) What you want done about the problem.

1.1.3. If for any reason you feel unable to raise the matter with the manager, other suggested contacts are:

- o E tū
- o NZ Nurses Organisation.

1.1.4. You have the right to seek the support and assistance of your union representative or information from the Ministry of Business, Innovation & Employment Mediation Service at any time.

1.1.5. We will try to resolve the matter through discussion with you and/or your union or representative.

1.1.6. If the problem cannot be resolved through discussion, then either you or the employer can request assistance from the Ministry of Business, Innovation & Employment which may provide mediation assistance.

1.1.7. If the problem is not resolved by mediation, you may apply to the Employment Relations Authority for investigation and determination.

44.4. In certain circumstances the decision of the Employment Relations Authority may be appealed by you or the employer to the Employment Court.

#### 45. Copy of Agreement

The employer shall ensure a copy of this Agreement is readily available to all union members.

#### 46. Employer Responsibilities

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Heritage Lifecare has an obligation to behave in a fair and reasonable manner towards their staff. As a good employer, Heritage Lifecare is committed to meeting the following staff expectations:

- A commitment to a supportive and confidential Employee Assistance Programme
- A commitment to the spirit and principles of te Tiriti o Waitangi
- Adequate training and equipment to safely perform your duties
- An up-to-date job description that provides clear statements of your duties and your Employer's expectations of you
- Provide disciplinary and dispute procedures with the opportunity for redress against unfair and unreasonable treatment
- Effective communication of information
- Fair rates of remuneration for skill, responsibilities and performance
- Freedom from harassment or discrimination in the workplace
- Good and safe working conditions
- Impartial and open selection and appointment procedures
- Opportunity for the enhancement of your abilities
- Regular and appropriate feedback and communication on your work performance
- Opportunities for equal employment for all, including recognition of:
  - The aims and aspirations of Māori and ethnic or minority groups
  - The employment needs of Māori, Pacific Island, ethnic or minority groups, women, and people with disabilities
- A commitment to policies which ensure the absence of discrimination in employment on the grounds of race, colour, sex, gender, marital status, religious belief, disability, sexual orientation, union and political affiliation, age, and to the promotion of equal employment opportunity for all employees

#### **47. Confidentiality**

- 47.1. As part of their normal duties, employees will have access to confidential information concerning the Employer. This information may include, but is not limited to, business information, trade secrets, transaction details, business, Employee or client records, and other confidential information relating to the Employer, Employees or clients.
- 47.2. An Employee is not permitted to make improper use of, divulge or communicate confidential information to any person, either during the term of their employment or thereafter.
- 47.3. The Employer notes that in exceptional circumstances Employees may be permitted to disclose what would otherwise be confidential information e.g. where the law permits this - Protected Disclosures Act 2000, Health & Safety at Work Act 2015, Health & Disability proceedings. The parties to this Agreement agree that an Employee is best to seek advice from their Union, HR Consultant, or other representative prior to making any such disclosure.
- 47.4. The above restrictions shall not apply to confidential information that does become publicly known without employees breaching these provisions or to information that they are required to divulge in order to properly fulfil their duties and responsibilities to the employer.



#### **48. Employment Protection Provision**

Where the Employer is contracting out, selling or transferring all or part of the business, including the part of the business where permanent Employees covered by this Agreement are employed, the following provisions will apply in addition to the provisions in clause 20.

- a) The Employees and unions will be consulted about any proposal to sell all or part of the business or to contract out or transfer work before a final decision is made and the timeframes advised.
- b) 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 affected permanent Employees employment on the same or similar terms and conditions and recognising service as continuous.
- c) Affected permanent Employees are entitled to choose whether or not to accept employment with the contractor/service provider. If the contractor/service provider offers a permanent Employee employment in terms of clause b) above, no redundancy situation will arise, whether or not the Employee chooses to accept the offer of employment.
- d) In the event that the contractor/service provider is not prepared to offer a permanent Employee employment in terms of subclause b above or offers employment on lesser terms and conditions and/or without recognition of the Employee's service, the Employee will receive notice of termination as specified in clause 43.
- e) In the case of a casual or temporary Employee, the Employer will keep the casual or temporary Employee informed of developments and discuss with the potential new employer whether casual or temporary staff will be taken on by the potential new employer. A casual or temporary Employee is entitled to choose to accept or refuse employment with a potential new employer as is any other Employee.
- f) In the case of an Employee who falls into one of the "specified categories of Employees" Part 6A of the Employment Relations Act 2000, the provisions in Part 6A of the Act shall apply instead of the provisions in this sub-clause.

#### **49. Union Fund**

An annual fund of \$30,000 shall be made available to the unions on 1 October. The fund is for the advancement of members' interests including people development, education, conferences, research and/or union work. The fund shall not be accumulative and will be administered by the unions. The expenditure of this fund shall be agreed by the employer and agreement shall not be unreasonably withheld.

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**Signatories to this Agreement**

Heritage Lifecare (by its authorised representative)

Name: Norah Barber

Signature: 

Date: 16/12/22

New Zealand Nurses Organisation (by its authorised representative)

Name: Christina Couling

Signature: 

Date: 8 November 2022

E tū Inc (by its authorised representative)

Name: Thomas O'Neill

Signature: 

Date: 16/12/2022



### Schedule A – Site Coverage

Annie Brydon	Broadview	Cantabria	Cargill
Carter House	Chiswick	Clutha Views	Coldstream
Colwyn House	Edith Cavell	Elizabeth R	Ellerslie Gardens
Flaxmore	George Manning	Glengarry	Granger House
Highfield	Hodgson House	Karina	Maxwell
Palmerston Manor	Palms	Princes Court	Puriri Court
Redroofs	Riverside	Roseneath	Stillwater
Te Wiremu House	Telford	Waiapu House	Waterlea

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## Schedule B - Saved Employment Conditions

The saved provisions contained in this Schedule shall apply.

Any clause reference within this schedule, is a reference to the relevant collective agreement.

A union member employed by Heritage at the date this agreement comes into effect; and who was previously covered by a collective agreement between the parties hereto, that is expired and has been superseded by this agreement, shall be entitled to have the expired terms set out in this schedule saved provided that:

1. Continuation of that term of employment if it is not a term provided in the main body of this agreement; and
2. If the term is provided in the main body of the document the term in this appendix is of greater value.
3. The continuation of any entitlement arising from this clause shall be on a personal to holder basis.
4. Where this CA has similar provisions to those saved, the saved clause shall apply if more advantageous to the employee.

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## BUPA

Relevant facilities: Broadview, Cargill, Elizabeth R, Flaxmore, Glengarry, Highfield, Maxwell, Redroofs, Riverside, Telford, and Waterlea.

(I) 1 July 2017 – 30 June 2018

(II) Collective Agreement

### 1. WORK SHIFTS

**"Ad hoc Shifts"** refers to any shifts which are required due to unpredictable circumstances after the roster has been posted. Ad hoc shifts which are offered and which an employee agrees to work can only be cancelled according to c.21.9. These shifts are not flexi shifts.

Where an Employee has accepted an ad hoc shift over and above their rostered hours, the Employer reserves the right to cancel that shift should operational requirements change, as outlined below.

Should this occur, the Employer will provide notice of the cancellation of a morning or afternoon shift by 4pm the day before the shift is due to commence and by 10am on the day a night shift is due to commence.

If the Employer provides lesser notice the following compensation shall apply. If the employer provides notice of cancellation of a morning or afternoon shift after 4pm the day before the shift is due to commence or after 10am on the day a night shift is due to commence, the Employer will pay the Employee compensation of 75% of the remuneration that the Employee would have received had the shift been worked.

If the Employer provides notice of the cancellation of a morning, afternoon or night shift with less than 4 hours before the shift is due to commence or if the Employee has not been notified of the cancellation until the Employee arrives ready to work, the Employer will, at the Employer's discretion, require the Employee to complete the shift as arranged or, at the Employer's discretion, will alternatively pay the Employee 100% of the remuneration that the Employee would have received had the Employee worked the shift.

Notice of cancellation shall be effected using the standard method of communication the Employer has used to contact the Employee previously and could be by phone, voicemail message, email, text or other means of communication.

The Shift Cancellation clause only applies to shifts added after the roster is posted.

Shifts may be cancelled under this clause in the following situations:

- Where shifts have been added due to an increase in resident numbers or acuity and resident numbers and/or acuity have subsequently reduced.
  - Where shifts have been added due to planned admissions and those admissions did not occur.
  - Cover for anticipated Sick Leave or Bereavement Leave absence where the staff members returns so that cover is no longer required
2. Cover for a clinical event or and emergency event, such as Norovirus outbreak or a flood, where the event is managed quicker than initially anticipated

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OVERTIME AND PENAL RATES

Approved overtime	T1.25 for each hour worked over 80 hours per fortnight
Midnight Friday-midnight Sunday (for all employees apart from Caregivers, Activities/Recreation Officers and Physiotherapy Assistants)	15% times the applicable hourly rate
Midnight Friday-midnight Sunday (for Caregivers, Activities/Recreation Officers and Physiotherapy Assistants)	\$2.50 per hour *
Night Rate: 11pm to 7am	\$6 per shift
The three allowances mentioned above are cumulative.	

*\*Caregivers, Activities/Recreation Officers and Physiotherapy Assistants whose weekend rate (Midnight Friday-midnight Sunday) entitlement under the Care and Support Worker (Pay Equity) Settlement Act 2017 is greater than \$2.50 per hour will continue to be paid at that higher rate.*

3. HOURS OF WORK

No Employee will be required to work more than six consecutive days without the Employee's agreement. All practical steps will be taken to ensure that fulltime Employees will normally work consecutive shifts and have two consecutive days off.

As of 1st November 2016, the following applies for on-call:

- If a Registered Nurse is required to return to work while On-Call, the time will be paid at an hourly rate of T1.25, for a minimum of two hours. This will include travel time. For the avoidance of doubt, this time will not attract any overtime or penal rates in addition to payment at T1.25.

Where an Employee has accepted an ad hoc shift over and above their rostered hours, the Employer reserves the right to cancel that shift should operational requirements change, as outlined below.

Should this occur, the Employer will provide notice of the cancellation of a morning or afternoon shift by 4pm the day before the shift is due to commence and by 10am on the day a night shift is due to commence.

If the Employer provides lesser notice the following compensation shall apply. If the employer provides notice of cancellation of a morning or afternoon shift after 4pm the day before the shift is due to commence or after 10am on the day a night shift is due to commence, the Employer will pay the Employee compensation of 75% of the remuneration that the Employee would have received had the shift been worked.

If the Employer provides notice of the cancellation of a morning, afternoon or night shift with less than 4 hours before the shift is due to commence or if the Employee has not been notified of the cancellation until the Employee arrives ready to work, the Employer will, at the Employer's discretion, require the Employee to complete the shift as arranged or, at the Employer's discretion, will

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alternatively pay the Employee 100% of the remuneration that the Employee would have received had the Employee worked the shift.

Notice of cancellation shall be effected using the standard method of communication the Employer has used to contact the Employee previously and could be by phone, voicemail message, email, text or other means of communication.

The Shift Cancellation clause only applies to shifts added after the roster is posted.

Shifts may be cancelled under this clause in the following situations:

- Where shifts have been added due to an increase in resident numbers or acuity and resident numbers and/or acuity have subsequently reduced.
- Where shifts have been added due to planned admissions and those admissions did not occur.
- Cover for anticipated Sick Leave or Bereavement Leave absence where the staff members returns so that cover is no longer required
- Cover for a clinical event or and emergency event, such as Norovirus outbreak or a flood, where the event is managed quicker than initially anticipated

#### SICK LEAVE

Long serving employees will be able to carry an additional 5 days of unused sick leave into the next period of entitlement, as follows:

Number of years' service	Number of unused sick leave carried over
25 years and over	Up to 45 days

The Employee may make an application for 2 days discretionary leave for Care Home acquired illness, these additional days may be requested on each occasion of such illness.

#### 4. LONG SERVICE LEAVE

An Employee who works 32 hours or more per week, is covered by this Agreement, and who has worked continuous years of service as detailed below, shall be entitled to long service leave:

10 years completed service	One off entitlement of an additional one weeks leave
15 years completed service	One off entitlement of an additional two weeks leave
20 years completed service	One off entitlement of an additional three weeks leave
25 years completed service	One off entitlement of an additional four weeks leave.

All holidays taken under sub-clause (1) of this clause shall be paid for at ordinary weekly pay or average weekly earnings as that term is defined in the Holidays Act 2003 and shall be taken at a time or times as agreed between the Employer and Employee concerned.

Long Service Leave is to be taken in minimum blocks of 1 week.



Long Service leave entitlements should be taken before the Employee's next Long Service Leave entitlement becomes due, as it will otherwise expire. It is therefore advisable for Employees to take Long Service Leave ahead of Annual Leave.

An Employee who has become entitled to long service leave and who then leaves his/her employment prior to the taking of the leave shall be entitled to payment in lieu thereof.

#### 5. REDUNDANCY

In the event of redundancy, affected permanent Employees will be entitled to four weeks' notice of the termination of their employment and one month's remuneration for Employees with over five years of continuous service. This is a full and final settlement which shall be instead of and not be in addition to the notice provided under clause 34. The Employer may elect to pay in lieu of part or all of the notice period. Casual and temporary Employees are entitled to the notice provided in clause 34 instead of the notice provided in this clause.

Note: Clause 34:

Casual employee is entitled to 1 days written notice.

#### 6. EMPLOYEE EDUCATION

In respect to the New Zealand Certificate in Health and Wellbeing levels 2,3 and 4, (or equivalent), the employer will support the attainment of these qualifications including course fees of agreed training courses.

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**Puriri Court**

(III) 1 July 2017 – 30 June 2019

(IV) Collective Agreement

Times and Hours of Work

**Clause 9 – Times and Hours of Work**

9.10 An allowance of \$10 will be paid if an Employee:

- Called back {within 24 hrs of the shift starting} (not on call or casual staff) and those should be discouraged.

9.1.4 On call allowance - Employees required to be on call during off duty times shall be paid an on-call allowance. Monday-Friday \$10.00 Saturday, Sunday and public holidays \$12.00.

**Clause 11.5 – Remuneration Details**

An additional payment of 0.60 cents per hour will be paid for work on weekends by all staff except for Registered Nurses who will receive \$1.00 per hour.

For night duties performed from hours 2300 to 0700 Monday through to Sunday, will receive an extra \$1.20 per hour for all staff except for RN who will receive \$2.00 per hour, except New Year's Day, Good Friday, Easter Monday and Christmas Day where time and a half apply.

Weekend rate and Night rate are not paid in conjunction with each other.

**Clause 12 – Meal Intervals and Refreshment Breaks**

12.1 All staff that work a night shift will be entitled to a meal allowance of \$3.00 per shift.

**Clause 16 – Meetings and Education**

16.1 The Employer will pay for a normal working day of study leave per year for Registered and Enrolled Nurses/Nurse Assistants.

16.6 Where the Employee is engaged in a course of study approved by the Employer, the Employee is entitled to paid study leave as follows:

- 16.6.1 Attendance at lectures or tutorials, up to a maximum of eight hours.
- 16.6.2 Preparation for examination, up to a maximum of eight hours.
- 16.6.3 Attendance at final examinations, the day of the examination.

**Training – Equal Pay Settlement**

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

**Clause 22 – Long Service Leave**

22.1 One special holiday of 2 weeks after completion of 15 years' service, a further special holiday of 3 weeks at 20 years and 4 weeks at 25 years' service.

22.2 All Long Service Leave entitlements must be taken before the next entitlement anniversary date. All entitlements not used before the next entitlement anniversary date will be forfeited. Long Service Leave cannot be cashed up.

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**Clause 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 with the operation of another Employer. Consultation with employees before final decision made; redeployment where practicable; if redundancy required, one months' notice.

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**Oceania**

Relevant facilities: Chiswick Park and Palmerston Manor

(V) 1 July 2018 – 30 June 2019

(VI) Collective Agreement

**Clause 12 - Hours of Work**

Employees shall not ordinarily be brought back to work after their day's work has finished until after a break of nine hours. Any call back period during which an employee is required to work with less than a nine hour break shall be paid at overtime rates for the hours worked. Any employee who is brought back to work in these circumstances shall be paid for a minimum of three hours.

**Clause 13 – Overtime, On Call, Night and Weekend Rates**

Where an employee is required to work in excess of 8 hours on any one day, 40 hours in any one week or 80 hours in any fortnight where the employee is working a cyclical shift roster that involves working more than 40 hours in one week and less than 40 hours in the second week, such hours shall count as overtime and be paid for at the rate of time and a half.

Employees required by the employer to remain on call shall be paid an on-call allowance of \$20.64 per day.

Employees required to work between the hours of 11pm and 7am, Sunday to Friday, shall be paid a night rate allowance of \$1hr in addition to ordinary remuneration. Where an employee is being paid at overtime rates, the night rate shall not apply.

Employees required to work between the hours of 11pm Friday and 11pm Sunday shall be paid a weekend rate of 8.5% of the employees' hourly rate in addition to ordinary remuneration. Where an employee is being paid at overtime rates, the weekend rate shall not apply.

**Schedule Two (3)**

As per the Care and Support Workers (Pay Equity) Settlement Act 2017, Healthcare Assistants, Activities and Diversional Therapist employed prior to 1 July 2017 will be paid a dollar amount per hour in accordance with clause 13.

Healthcare Assistants, Activities and Diversional Therapist employed after 1 July 2017 will be paid a weekend allowance per hour as follows:

Level 0	\$1.34
Level 2	\$1.39
Level 3	\$1.43
Level 4	\$1.48

**Clause 18.3 - Long Service Leave**

Permanent employees will be entitled to one week's long service leave based on the employee's average earnings for the last twelve (12) months' continuous employment after completing each five years continuous employment with Oceania and its predecessors.



This long service leave can be taken as a one off, one week's additional holiday or as a lump sum payment in the sixth year of employment. The long service leave is not cumulative.

**Clause 18.5 – Bereavement Leave**

Up to five (5) paid days leave on the death of the employee's spouse or partner or parent or child.

**Clause 18.6 – Parental Leave**

These provisions must be read in conjunction with applicable legislation, most notably the Parental Leave and Employment Protection Act 1987 and any subsequent amendments or its successors.

Upon becoming entitled to take a period of parental leave under the provisions of the Parental Leave and Employment Protection Act 1987 an employee who is in the role of primary caregiver will receive a top up, as set out below, to his/her relevant daily pay for the utilised period of 26 weeks that the employee is entitled to receive the Government paid Parental Leave entitlement (i.e. a payment equivalent to the difference between the payment received from the Government and the employee's relevant daily pay calculated on a weekly basis).

The top up payment shall start at the commencement of parental leave and be paid for the first 13 weeks while on parental leave. The remaining 13 weeks (if applicable) top up payment shall be made to the employee at the end of three months after their return to work.

**Clause 28 – Redundancy**

The parties recognise that the employer has the right to manage its business and has absolute discretion to determine appropriate staffing levels.

Redundancy is a situation where the employee's employment is liable to be terminated, or where the employee's employment is affected, wholly or mainly, owing to the fact that the employee's position or a significant part of it, is, or will become, superfluous to the needs of the employer.

In the event that the employer considers that an employee's position may be wholly or partially redundant, the parties agree to explore all possible options.

The employer will:

- Advise the Union/s of any impending redundancy situations and the likely number of employees affected in order to allow consultation and consideration of alternatives.
- Consult with the employee/s affected and the Union/s and will receive for its consideration, any submission that contains suggestions for alternatives to redundancy

In the event that a decision is reached to declare the employee's position wholly or partially redundant, engage in further consultation with the employee, regarding the possibility of re-deployment, notice and/or compensation for partial redundancy, or any other terms relating to the termination of employment.

In the event that the employee's position is made wholly or partially redundant, the employee affected will receive a minimum of one month's notice of the termination or relocation of his/her employment, unless a lesser period is agreed to between the employer and the employee. The employer may at its discretion, make payment in lieu of notice and not require the employee to work out the notice period.

In the event that the employee is made wholly redundant, the employer will give the employee reasonable time off, without loss of pay while working out the period of notice as may be necessary to enable the employee to seek alternative employment. Prior consent from the employer must be obtained.

No redundancy shall arise by reason of the sale, transfer, lease, amalgamation, succession or restructuring of the whole or part of the employer's business where the employee is offered

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employment by the purchaser, transferee, lessee, amalgamated company, successor or the same company, in the same or similar capacity on no less favourable terms and conditions.

Redundancy compensation will be paid on the following basis:

Four weeks' ordinary pay for the first year of service and two weeks' pay for each completed other year of service with a cap of twenty-four weeks

Redundancy compensation (excluding notice provisions) shall only be payable to redundant employee with at least 12 months' current continuous service.

#### **Clause 32 – Transfer of Employees to New Employing Body**

Where an employee's employment is being terminated by the employer by reason of sale or transfer of the whole or part of the employer's business, nothing in this Agreement shall require the employer to pay compensation for redundancy if:

- the new employer treats service with the employer as if it were continuous; and
- the conditions of employment offered to the employee by the new employer are no less favourable than the employee's conditions of employment as detailed in this Agreement, including all service related, hours of work and employee surplus conditions.
- the offer of employment by the new employer is an offer to employ the employee in the same capacity and for the same hours of work as that in which the Employee was employed by the employer or in any capacity the employee is willing to accept provided that they are not disadvantaged in hours of work and wages.

#### **Schedule Two – Allowances**

##### **1. Duty Healthcare Assistant Allowance**

An allowance of \$1.17 shall be paid to each Duty Healthcare Assistant for the hours for which he/she is working as a Duty Healthcare Assistant. This allowance is not payable when a Registered Nurse with Facility responsibility is present; or when a person is not acting as a Duty Healthcare Assistant; or within the hours of 8am – 4pm Monday to Friday. Because the Duty Healthcare Assistant must not leave the premises whilst employed in that role (unless the responsibility is assigned to another person) he/she will be entitled to a half hour paid meal break during the duty.

##### **2. Night Shift/Duty Allowance**

An allowance of \$1.00 per hour will be paid 11pm to 7am Sunday to Friday. Where an employee is being paid at overtime rates, the night rate shall not apply. (Reference: Clause 13 Paragraph 4)

**Note:** The Night Shift allowance will continue to be paid to night employees who temporarily work other duties at the Manager's request for training purposes.

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## Colwyn

(VII) 1 August 2018- 31 July 2019

(VIII) Heritage Lifecare Limited - Colwyn House Collective Agreement

### Clause 6.4 - Overtime

In the event an employee is required by the employer to work in excess of 80 hours per fortnight the employee will receive;

- time and half their hourly rate for the first 3 hours of overtime worked.
- double time for all time worked thereafter.

### Clause 8 – Training and Ongoing Education

- 8.6 Staff must undertake a programme of in-service education and/ or external courses up to a maximum of 8 hours per annum (this is in addition to the ACE programme). The employee will be paid at the employee's base hourly rate of pay while attending such approved training. Attending external courses will be at the sole discretion of the employer, with the cost of any such course being paid by the employer.
- 8.7 Permanent caregivers will be required to complete First Aid training. The cost payable to the provider of that training will be paid by the employer in the first instance.
- 8.8 The employee agrees to revalidate their first Aid Training as required (a minimum of 2 yearly) to keep their certificate current. The cost to provide this training will be paid for by the employer.

### Clause 13 - Long Service Leave

An employee shall be entitled to one special holiday as follows:

- One special holiday of one week after the completion of 5 years and before the completion of 10 years of current continuous service with the employer.
- One special holiday of two weeks after the completion of 10 years and before the completion of 20 years of current continuous service with the employer.
- One special holiday of three weeks after the completion of 20 years and before the completion of 30 years of current continuous service with the employer.

One special holiday of five weeks after the completion of 30 years current continuous service with the employer.

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

If the employee, having become entitled to a special holiday, leaves their employment before such holiday has been taken, they shall be paid in lieu thereof.

On becoming eligible to this entitlement, the employee may elect to cash up the entitlement in lieu of taking the leave.

### Clause 34 – Higher Duties

"Team Leader" shall refer to an employee who is a caregiver and has the responsibility of coordinating a shift.

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(34.1.1) Where a Senior Caregiver is required by the employer to act in the capacity of a Registered Nurse, the Senior Caregiver shall be paid a higher duty rate of 11.5% above his/her normal hourly rate of pay.

(34.1.2) Where a Caregiver is required by the employer to act in the capacity of a Team Leader, the Caregiver shall be paid as above in 34.1.1.

**Clause 27 – Redundancy**

(27.4) In the event an employee's position is made redundant the employee shall receive a one-off redundancy payment of two weeks' pay for the first year of service and one week's pay for each year of continuous service thereafter up to a total of 5 years of service (payment of six (6) weeks' pay). This redundancy payment shall be in addition to any payment under clause 27.3.3.(Payment in lieu of notice) (For the purpose of the calculation of this redundancy payment, the employees' average number of rostered shifts and hours worked over the previous four-week period prior to their finish date will determine the employee's normal hours of work.

**Clause 5.11– Call Back Allowance**

An employee called back to work within 9 hours of the end of their shift will receive a one-off allowance of \$7.50 per day.

**Clause 35.3.1 – Split Shifts Allowance**

Where an employee is required to work a split shift, they will be paid an allowance of \$5.00 per day

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## **Coldstream**

(IX) 1 July 2018 – 30 June 2019

(X) NZNO Collective Agreement

### **Clause 16.4.1 - Training and Staff Development**

Unless specifically exempt from doing so, all staff are to complete their NZQA Health and Wellbeing Certificate in the following time periods:

- Level 2 NZ Certificate – within 12 months of employment
- Level 3 NZ Certificate – within 3 years of employment
- Level 4 NZ certificate – within 6 years of employment

Support to attain these qualifications shall include paying the enrolment fees of training courses, providing two (2) days of paid study leave per year and providing access to supervisors and assessors.

The employee will pay a contribution of \$35 towards photocopying per qualification listed above.

The employer will pay staff hours to attend off-site training courses as directed by the facility manager and authorised by the owner, to a maximum of 7 hours per day.

### **Clause 17.6 – Annual Leave**

Upon the completion of fourteen years continuous service, all staff will be entitled to one week's rostered additional leave (maximum of 5 days) to be taken in their fifteenth year of service. This additional week of leave is a one off and failure to utilise this leave in the fifteenth year of service will lead to its forfeit. The leave has no cash value if not used.

### **Clause 30.3 – Redundancy**

The employer shall consult with the union and potentially affected employees before terminating an employee's position due to redundancy.

Where the employee's employment is terminated on account of redundancy, the employee shall be entitled to four (4) weeks' notice provided that the employer may elect to pay the employer in lieu all or part of the notice.

### **Clause 38 – Study Leave**

Employees shall be entitled to leave without deduction from wages for up to a maximum of 8 hours per annum, subject to the prior approval of the Employer to the education proposed to be taken. The approval of the Employer will not be unreasonably withheld.

An employee is entitled to paid study leave at ordinary time for study leave approval under sub-clause (b), irrespective as to whether the course is undertaken within the ordinary hours of work.

### **Schedule One – Payments and Benefits**

*Refer to schedule One, Page 30 above 2. Allowances in original CA.*

A care-coordinator must hold, at minimum, the 12 ACE and Supp papers (under the old ACE Programme) or The ACE Programme (under the new ACE Programme) OR Stage 1 and 2 as outlined above towards the New Zealand Certificate in Health and Wellbeing (Level 3) Health Assistance. Care Co-ordinators shall be paid an allowance of \$1.00 per hour.

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**Schedule One – 2. Allowances**

**Weekend Allowance**

All staff with the exception of Registered Nurses working a weekend (midnight Friday to midnight Sunday-48 Hours) would receive an \$2/hour allowance. This replaces all other weekend allowances currently in place.

**Night Shift Allowance**

All staff with the exception of Registered Nurses working a night shift will be paid \$1.50 per hour night shift rate.

**Registered Nurse Night and Weekend Rates**

- Night rate                    \$2.30 per hour
- Weekend day rates        \$2.30 per hour  
    (Midnight Friday to midnight Sunday-48 Hours)
- Weekend Night rate      \$3.50 per hour

**On Call Allowance**

A Registered or Enrolled Nurse will only be requested to work on-call if the Clinical Lead or Clinical Manager is on leave, and this will be by mutual agreement.

Employees who are rostered to be On-Call during normal off duty hours shall be paid an On-Call allowance of \$11.00 per shift, except on Public Holidays when the rate shall be \$15.00 per shift. For the avoidance of doubt the public holiday rate will be paid where the majority of the shift is worked on the public holiday.

The On-Call allowance is payable for all hours the employee is rostered On-Call. The On-Call allowance is not paid for the time the employee is required to return to work during rostered On-Call duties.

If an employee is required to return to work while On-Call, the time will be paid at the relevant hourly rate for a minimum of one hour. This will include travel time.

**Call – In Allowances**

In respect of all employees covered by this agreement other than those specified below - Where an employee is called and agrees to work a shift with less than 3 hours' notice they shall be paid a call-in allowance of \$5 per shift.

Clinical Lead/Registered Nurses/Enrolled Nurses/Nurse Assistants - Where an employee is called and agrees to work a shift with less than 5 hours' notice they shall be paid a call-in allowance of \$10 per shift.

**Other Duties**

Any employee required by the Nurse Manager to perform duties other than their usual duties shall be paid at the rate applicable to the work being performed if such rate is greater than their usual rate.

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**Te Wiremu**

(XI) Expiry 30 June 2019

(XII) E tū and NZNO Collective Agreement

**Clause 5 – Hours of Employment**

**5(e)(i) (Broken Shift)**

Except to cover absences at short notice, or at the written request of the employee, no broken shifts shall be worked.

Hours worked on broken shifts shall be worked within a span of 12 hours inclusive of refreshment and meal breaks.

Employees working broken shifts shall be entitled to a broken shift allowance \$5.88 per shift.

**5(f)(i) (Night Shift)**

An employee whose whole duty falls between the hours of 9.00 pm and 8.00 am, shall be entitled to a night shift allowance \$5.27.

The ordinary hours for a night shift employee shall not exceed eight hours per shift without the payment of overtime, which shall be inclusive of a half hour meal interval.

**Clause 7 - Overtime**

Time worked in excess of 8 hours a day or 80 hours a fortnight shall be paid at the rate of time and a half for the first three hours and double time thereafter.

Overtime shall be calculated on a daily basis.

**Clause 8 - Full Time Employees**

Full-time Employees are engaged to work five eight-hour shifts per week.

**Clause 41 – Career Pathway**

Parties agree to implement the Care Giver Career Pathway document with the following one-off payment which will be made on achievements and at the employees next performance review.

- **Initial Performance Appraisal**

All employees on the Personal Development Pathway will have their skill and achievement measured against the criteria within.

The purpose of the Performance Appraisal is to review each employee's work performance, review the Personal Development Pathway Steps where appropriate and allow discussion of areas requiring training or further improvements and professional development with the staff member.

An initial Performance Appraisal is to be conducted with the staff member the Manager three months after commencement of employment.

- **Annual Performance Appraisal**

An annual Performance Appraisal is to be conducted on or about the employment anniversary of all employees

- **Performance Appraisal Records**

The completed and signed Performance Appraisal will be maintained on the staff member's personnel file.

The staff member is to receive a copy of the completed and signed Performance Appraisal.

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If the staff member is unhappy about the outcome of their Performance the matter shall be resolved in accordance with the Employment Relations.

**Clause 14b - Allowances**

**14(b) - Pathway Payments**

- One off Payments in recognition of achieving personal development pathway levels as clause 41.
- Level one on achieving the criteria in level one will move to level two and will receive a one off payment of \$51.97 at the time of their PDR.
- Level two on achieving the criteria in level two will move to level two and will receive a one off payment of \$77.96 at the time of their PDR.
- Level three on achieving the criteria in level three will move to level four and will receive a one off payment of \$103.95 at the time of their PDR.
- Level four on achieving the criteria in level four will move to level five and will receive a one off payment of \$155.92 at the time of their PDR.

**14(d) - Meals**

Where the employer provides a meal to employees at Te Wiremu House, this will be at a charge to the employee of \$4.41 for a two-course meal.

**Clause 15 – Uniforms and Clothing**

(a) Laundering will be provided for those requiring it.

(e) The employee may wear their own personal winter jersey during the cooler season and as necessary during other seasons.

**Clause 17- Facilities**

The employer shall provide a secure cupboard for safekeeping of employee's personal belongings while the employee is on duty.

The employer shall provide an appropriate staff room.

**Clause 18 - Public Holidays**

(i) Subject to clause (j), a full-time employee and any employee who works not less than five shifts per week shall be entitled to their relevant daily rate of pay for a public holiday. This provision applies whether the public holiday falls on a day that would otherwise be a working day for that employee or not.

(j) Where the public holiday falls on the day of the employee's weekly holiday, the employee may elect, instead of accepting the payment in addition to the normal weekly wage to take an alternative day in lieu for which the employee will be paid at their relevant daily rate of pay.

**Clause 20 – Long Service Leave**

(a) An employee shall be entitled to special holidays as follows:

- One special holiday of one week after the completion of 5 years and before the completion of 10 years of current continuous service with the same employer.
- One special holiday of two weeks after the completion of 10 years and before the completion of 15 years of current continuous service with the same employer.

At 15 years' service the employee can choose one of the following options:

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- One special holiday of one week after the completion of 15 years and before the completion of 20 years of current continuous service with the same employer and;
- One special holiday of two weeks after the completion of 20 years and before the completion of 25 years of current continuous service with the same employer.

Or

- One special holiday of three weeks after the completion of 20 years and before the completion of 25 years of current continuous service with the same employer.

At 25 years' service the employee can choose one of the following options:

- One special holiday of two weeks after the completion of 25 years and before the completion of 30 years of current continuous service with the same employer and;
- One special holiday of three weeks after the completion of 30 years current continuous service with the same employer

Or

- One special holiday of five weeks after the completion of 30 years current continuous service with the same employer.
- (b) All special holidays provided for in sub clause (a) of this clause shall be on ordinary pay as defined by the Holidays Act 2003 and may be taken in one or more periods and at such time or times as may be agreed by the employer and the employee.
- (c) If an employee, having become entitled to a special holiday, leaves his/her employment before such holiday has been taken, he/she shall be paid in lieu thereof.

#### **Clause 26 – Study Leave**

- (b) Where an employee successfully completes such courses of study or training as agreed by the employer, the employer shall reimburse the employee the cost of tuition/examination fees.
- (c) Where an employee is required to attend First Aid Training at the request of the employer, they shall be paid at 0.5 their relevant daily rate of pay while attending such training.

#### **Clause 28 – Termination of Employment**

- (e) Upon termination of employment, the employer shall, on request, provide the employee with a certificate or letter of service stating dates and capacity of employment.

#### **Clause 30 – Redundancy**

- (a) From time to time the employer will review the staffing needs of the business, in the event of the business needs have changed the employer will consult with the effected employees and the Union. In the event staffing numbers or hours must be reduced, in the first instance prior to a reduction of hours or the redundancy clause being invoked the employer will consider requesting the employees to take annual leave and reducing/eliminating overtime.
- (b) An employee to be made redundant shall be given one months' notice and shall be entitled to four weeks' pay for the first year of service and one week's pay for any completed subsequent year of service.
- (c) Should the consultation process not lead to an agreement between the parties the Employer may give 14 days' notice, on a 'last on, first off basis with a 'pro rata' payment of compensation under clause 30 (b) for hours lost.

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- (d) An employee shall not be redundant in situations where the employee is offered substantially similar employment in any other aged care facility operated by the employer or arranged by the employer. This employment offer will recognise the employee's personal circumstances.
- (e) The employer will observe the principal of "last on, first off" in selecting employees to be made redundant subject to the employers need to maintain an efficient work force and an efficient operation which must also be taken into consideration in the selection of employees to be made redundant.

**Clause 31 – Sale Transfer or Contracting out of the Business**

With a view to protecting employees bound by this collective agreement from being disadvantaged in the event of the work undertaken by them being contracted out of the organisation or part of the organisation is sold or transferred, the employer shall endeavour to take all practicable steps that are available to it to best represent the employees' interests. The purpose of this provision is to protect employees from being disadvantaged through contracting out or selling the organisation.

In meeting this obligation, the employer shall act in good faith at all times and shall consult with the appropriate Union. Options that will be considered are:

- Redeployment within Anglican Care (Heritage Lifecare Limited)
- Transfer to the new employer
- Negotiation with the new employer on future terms of employment guaranteeing the new employer will continue to employ all employees on not less favourable terms and conditions of employment.
- Redundancy: In the event of sale, transfer or takeover of the whole or part of Anglican Care to another organization and where an employee is offered employment on not less favourable terms and conditions by that organisation, then the employee shall not be deemed to be redundant.

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**Hodgson House and Carter**

(XIII) 1 July 2017 – 30 June 2019

(XIV) NZNO and E tū Collective Agreement

**Clause 6(a) – Shifts and Rosters**

(a) Shifts

(iii) Employees working a broken shift shall be entitled to a broken shift allowance of \$10.13 per shift except where the broken shift is worked at the specific written request of the employee.

(v) Where an employee returns to work after a period of leave, they will return to their previous shift unless otherwise altered by mutual agreement and consultation.

(b) Night Shift

(i) If an employee's whole shift falls between the hours of 9.00 pm and 8.00 am, they shall be entitled to a night shift allowance of \$8.27 per shift.

(ii) Notwithstanding the provisions of paragraph (a) above, the ordinary hours when working a night shift shall not exceed eight hours per shift without the payment of overtime which shall be inclusive of a paid half hour meal interval.

(c) Roster

(i) The commencing and finishing times, the number of hours to be worked per day and the days of the week on which work is to be performed shall be as specified by the employer in a roster notified to the employees three weeks in advance of the commencement. The employer has the right to alter rosters after consultation with the workers concerned, such consultation shall take into consideration the operational requirements of the organisation and the worker's personal circumstances and needs.

(ii) The roster shall not be changed during the three-week roster period without the agreement of the employee concerned

**Clause 7 - Meal and Refreshment Breaks**

(e) An employee required to work overtime in excess of one hour immediately following an eight-hour continuous work period shall be entitled to the meal allowance \$8.27 or a meal shall be provided by the employer.

**Clause 5 - Hours of Employment**

(a) The ordinary hours of employment shall not exceed 80 per fortnight or eight per day, to be worked on up to 10 days per fortnight.

(b)(ii) An employee in attendance at a compulsory meeting called by the Manager shall be paid at the employee's ordinary time only. A minimum of a one-hour time interval will apply, thereafter part hours shall apply. Attendance at authorised meetings shall not incur payment for overtime, or any other allowances.

**Clause 8 - Overtime**

(a) Time worked in excess of the ordinary hours and days specified in subclause 5(a) shall be paid at the rate of time and a half for the first three hours and double time thereafter.

(c) "Weekend Bonus" A permanent employee who has worked all their allocated fortnightly rostered shifts and agrees to work an additional weekend shift will qualify for the weekend bonus of \$3.19 per hour.

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**Clause 18 – Facilities**

- (a) The employer shall provide a secure cupboard for safekeeping of the employee's personal belongings while the employee is on duty.
- (c) Where staff desire to have a meal provided by the employer the cost shall be set at no more than \$10 per meal.

**Clause 22 – Long Service Leave**

- (a) An employee shall be entitled to special holidays as follows:
  - One special holiday of one week after the completion of 5 years and before the completion of 10 years of current continuous service with the employer.
  - One special holiday of two weeks after the completion of 10 years and before the completion of 20 years of current continuous service with the employer.
  - One special holiday of three weeks after the completion of 20 years and before the completion of 30 years of current continuous service with the employer.
  - One special holiday of five weeks after the completion of 30 years current continuous service with the employer.
- (b) All special holidays provided for in subclause (a) of this clause shall be on ordinary pay as defined by the Holidays Act 2003 and may be taken in one or more periods and at such time or times as may be agreed by the employer and the employee.
- (c) If the employee, having become entitled to a special holiday, leaves their employment before such holiday has been taken, they be paid in lieu thereof.

**Clause 24- Bereavement Leave / Tangihanga Leave**

After discussion, the employer shall, on the death of the employee's spouse/partner, child, parent, brother, sister, parent-in-law, grandparent, brother in law, sister in law, step-parent, step-child, step-brother, step-sister, or grandchild, grant to the employee bereavement leave at the employee's relevant daily rate of pay for a period of three days.

**Clause 27 – Professional Development**

- (a) Registered and Enrolled Nurses will be provided up to 20 hours paid professional development leave, which will be linked to registration and/or compulsory training relevant to their employment.

**Clause 33 – Redundancy**

- (a) Employees at any affected work site shall receive reasonable notice, where practicable, of an impending redundancy situation. The purpose of this notice is to enable consultation and to explore re-deployment options.
- (b) The employee to be made redundant shall be entitled to a notice period prescribed below or payment in lieu thereof:
  - 4 weeks' notice for up to 5 years' service.
  - 6 weeks' notice for between 5 to 10 years' service.
  - 8 weeks' notice for beyond 10 years' service.
- (c) An employee shall not be redundant in situations where the employee is offered substantially similar employment in any other aged care facility operated by the employer or arranged by the employer. This employment offer will recognise the employee's personal circumstances.

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- (d) The employer will observe the principle of "last on, first off" in selecting employees to be made redundant subject to the employers need to maintain an efficient work force and an efficient operation which must also be taken into consideration in the selection of employees to be made redundant.

**Clause 35 – Continuity of Service**

For the purpose of this agreement, continuity of service with the employer shall not be deemed to be broken by reason of sale, transfer or lease of the new business or assets of the employer to a new employer, providing such new employer offers to employ the employee on terms and conditions of employment no less favourable to the employee.

**Clause 46 – Statement of Intent**

Without prejudice, and on request, the employer shall endeavour to provide, whenever possible, the employee, where they work weekends, with a minimum of one weekend off per month. In the event that the employee is normally working weekends and they are desirous of having a weekend off per month they should record in writing their request to the Manager.

A rolling roster will not be implemented. That is a roster that rotates staff over the 24-hour day, seven day week.

Nothing in this agreement shall reduce terms and conditions of any employee covered by this agreement unless agreed and ratified by the parties.

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