



AGE CARE CENTRAL LIMITED

and

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and

**NEW ZEALAND NURSES
ORGANISATION**

**COLLECTIVE EMPLOYMENT
AGREEMENT**

for

Maryann Residential Care Home and Hospital

1 September 2023

to

31 August 2025

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1 PARTIES TO AND APPLICATION OF AGREEMENT

1.1 Status of Agreement

This collective agreement is made pursuant to the provisions of the Employment Relations Act 2000.

1.2 Application and Non-Pass On

This agreement binds and is enforceable by:

- (a) The union and employer parties to this agreement.
- (b) Employees who are employed by the employer who are or become members of the union and whose work comes within the coverage clause of this agreement.
- (c) The Employer will not automatically pass on terms and conditions agreed to under this collective to non NZNO / E tū members at the conclusion of bargaining.

This agreement supersedes all other terms and conditions of employment, either expressed or implied, that may have existed prior to becoming a party to this agreement.

Unless agreed by prior consultation, nothing in this agreement shall operate to disadvantage any employee during the term of this agreement.

1.3 Parties to the Agreement

The parties to this collective employment agreement are:

Age Care Central Limited (“the Employer”)

and

E tū Incorporated (“E tū”)

and

New Zealand Nurses Organisation (“NZNO”)

1.4 Coverage

This agreement will apply to those Employees employed by Age Care Central Limited at Maryann Residential Care Home and Hospital or in the community who are engaged as: Registered Nurse, Enrolled Nurse, Health Care Assistant, Home Based Support Staff, Maintenance, Grounds Person, Activities Assistant, Diversional Therapist, Receptionist, Administration, Cleaner, Laundry, Kitchen Hand and Cook who are members of either ETU or NZNO but shall have no application to the Chief Executive, Financial Manager and Nurse Manager.

1.5 Term of Agreement

This agreement will come into force on 1 September 2023 and will expire on 31 August 2025. If the union or employer initiates bargaining for a new collective agreement prior to the end date then the collective will continue to operate for a further 12 month period

or such earlier date as the parties to that bargaining agree upon the terms of a new collective agreement.

1.6 Definitions

For the purpose of this agreement the following definitions shall apply;

- 1.6.1 **Health Care Assistant (caregiver):** A person engaged to deliver residential care, community care and nursing assistance to residents/clients in accordance with care plans as directed by a registered nurse.
- 1.6.2 **Registered Nurse:** a person who meets Nursing Council Regulations and whom holds a current New Zealand Nurses Council Practising Certificate.
- 1.6.3 **Enrolled Nurse:** a person who holds a current New Zealand Nurses Council Practising Certificate Enrolled Nurse and provides clinical support to Caregivers under the indirect supervision of a Registered Nurse.
- 1.6.4 **Maintenance:** a person whose duties primarily include the maintenance and upkeep of the buildings, furniture and equipment. This will include the ensuring the buildings are safe and in good order.
- 1.6.5 **Grounds Person:** a person whose duties primarily include the maintenance and upkeep of the grounds, gardens and other plantings around the site.
- 1.6.6 **Activities Assistant:** a person whose duty is primarily an activities role and works under the supervision of a Diversional Therapist or Registered Nurse; is an experienced Caregiver with a commitment to maintain professional development in the related field or progress towards a Diversional Therapy Qualification.
- 1.6.7 **Diversional Therapist:** a person whose duty is primarily a diversional therapy role, has diversional therapy qualifications and is registered with the New Zealand Diversional Therapy Society.
- 1.6.8 **Receptionist:** a person whose duties primarily include reception work, office and/or secretarial work.
- 1.6.9 **Administration:** a person whose duties primarily include secretarial work, office and/or financial and/or property management.
- 1.6.10 **Cleaner:** a person whose duties primarily include the cleaning of the facility and may also carry out other domestic duties as required, in accordance with the job description for the role.
- 1.6.11 **Laundry:** a person whose duties primarily include laundry work at the facility and may also carry out other domestic duties as required, in accordance with the job description for the role.
- 1.6.12 **Kitchen Hand:** a person whose duty is to assist the cook in the smooth running of the kitchen. Help prepare the meals as directed by the cook. Keep work areas clean and tidy and maintain strict hygiene standards under the guidance of the cook and additional responsibilities and tasks in accordance with the job description for the role.

- 1.6.13 **Cook:** to provide nutritional meals for all hospital and rest home residents according to menus and individual needs. To prepare and pack meals for all meals on wheels recipients, according to menu plan and individual needs. To prepare and despatch meals for chalet owners. To supervise kitchen hands and additional responsibilities and tasks in accordance with the job description for the role.
- 1.6.14 **Full-time Employee:** is one who is so designated by the Employer and who is employed to work 40 hours or more per week on a regular full-time basis (whether employment on a permanent or fixed term basis).
- 1.6.15 **Part-time Employee:** is one who is so designated by the Employer and who is not engaged on a full-time basis but who is regularly engaged to do a set number of hours per day or week (whether employment on a permanent or fixed term basis). Such Employee may from time to time be requested to work 40 hours or more in any week to meet the fluctuating demands of the Employer's business. In this circumstance the Employee will continue to be designated as a part-time Employee.
- 1.6.16 **Casual Employee:** is one who is so designated by the Employer and who is employed on an "as and when required" basis for the specific purpose of meeting the fluctuating demands of the Employer's overall operations. This means that the Employer is unable to guarantee any regular or set hours of employment per week on either a full-time or part-time basis. Accordingly, there exists no implied continuity of employment and as such therefore, each engagement will be treated as a separate engagement. Upon the completion of each engagement, eight percent of total gross taxable earnings will be paid for the purposes of annual holiday entitlement.
- 1.6.17 **Temporary/Fixed Term Employee:** means an employee employed on a full or part-time basis on reasonable grounds for a specified project, or event, or used to replace an employee who for some reason has taken extended leave. A temporary/fixed term employee shall be employed for a fixed term relating to either time or completion of the work task. There is no expectation of ongoing employment.
- Note:** Temporary/fixed term agreements must not be used to deny staff security of employment.
- 1.6.18 **A week:** is the seven day period commencing midnight Sunday/Monday and ending at midnight the following Sunday/Monday.
- 1.6.19 **A day:** is the twenty four hour period with the meaning of the period midnight to midnight.
- 1.6.20 **A night shift:** is a duty that commences after 10:00 pm and concludes no later than 8:00 am the next day.
- 1.6.21 **Relevant Daily Pay:** For the purposes of this Agreement, relevant daily pay shall mean the amount of pay that the employee would have received had the employee worked on the day concerned.
- 1.6.22 **Cash up:** exchanging leave entitlements for the monetary value.
- 1.6.23 **Week-end:** means a Saturday and Sunday

1.7 New Employees

- 1.7.1 When a new Employee is appointed to a position which falls within the coverage clause of this collective agreement the Employer will:
- Inform the Employee that this collective agreement exists and covers the work to be done by the Employee; and
 - Give the Employee a copy of the collective agreement; and
 - Inform the Employee that they may join the union which is a party to this collective agreement; and
 - Inform the Employee how to contact the union and who the site delegates are; and
 - The Employer will introduce all new employees to one of the site Union delegates during the orientation programme.
 - Inform the Employee that if the Employee joins the union, the Employee will be bound by the collective agreement.
- 1.7.2 During the first 30 days of employment if any Employee whose work is covered by the coverage clause in this agreement, the terms and conditions of employment of that Employee will be the terms and conditions in this collective agreement
- 1.7.3 Upon employment as a permanent worker the employer and employee will agree on the number of guaranteed (minimum) hours across an agreed period e.g. week/fortnight/six weeks and either the days and hours or shift pattern in which those will be worked. This will be recorded in writing, signed by the employee and employer and form part of this Agreement as per Section 61 of the Employment Relations Act. Where the guaranteed hours of work change, the appointment letter will be updated and signed off.

1.8 Variation to Agreement

- 1.8.1 Any of the provisions prescribed in the agreement may be varied for all employees or a section of the employees, by agreement between the parties to the Agreement and following a majority vote in favour in a ballot of members affected by the variation. Such agreement shall be in writing and signed by the parties.

2 STANDARDS OF PERFORMANCE, TRAINING, EMPLOYEE'S DUTIES

Performance

- 2.1 The employee is required to use their skills and abilities to the best possible advantage to promote, develop and extend the business of Age Care Central.
- 2.2 The employee shall provide an efficient and courteous service to all customers, and shall conduct business on behalf of Age Care Central in accordance with the highest standards of ethics.
- 2.3 The employee will become familiar with and comply with all policies and procedures of the Employer that are current from time to time. The employer will make available to the employee all such policies and procedures.

- 2.4 The employee shall maintain a tidy standard of dress and appearance acceptable to Age Care Central.
- 2.5 The employee shall maintain good public relations with the Age Care Central's residents, visitors and staff.
- 2.6 The employee shall not either on their own account or for any other person or firm or company, solicit, interfere with or endeavour to entice away from Age Care Central's homes, any resident or potential resident of the homes.

Training

- 2.7 The employee shall undertake and attend such training and education courses and programmes as are reasonably required by the Employer.
- 2.8 When attending staff meetings within their rostered working hours, the employee shall be paid at their ordinary hourly rate of pay.
- 2.9 When required to attend staff meetings, in-service training and education courses on site and outside of normal working hours, the employee shall be paid for the duration of the meeting, training or courses, at their ordinary hourly rate of pay, this excludes hours spent doing self-directed learning.
- 2.10 When attending authorised off-site education, the employee shall be paid their ordinary hourly rate for the actual hours that they attend the education.
- 2.11 The employee shall give true and just accounts of all attendance's and other business done by them for Age Care Central.
- 2.12 Where the training being undertaken requires the input of an assessor, Age Care Central will endeavor to have an assessor available to the employee at a mutually acceptable time and within a reasonably acceptable timeframe this is considered to be self-directed learning as per clause 2.2.3.
- 2.13 When staff members attend a training course off-site the employer will, when possible, provide transport to and from that venue. Should this not be possible, a staff member will be requested to use their own private vehicle which will become the designated transport.
- 2.14 When employees covered by the Pay Equity Legislation are participating in relevant NZQA accredited education, the employer will:
 - (a) Contract a suitable person to deliver the tuition for staff seeking further qualifications.
 - (b) Provide a facility room for training purposes
 - (c) Arrange for a tutor and assessor to come on sight.
 - (d) Co-ordinate the training sessions
 - (e) Pay for all photocopying necessary
 - (f) Release staff from other duties so they can attend.

Handwritten signatures and initials, including a large 'm' in a circle, 'R', and 'Se'.

- 2.15 That staff undertaking formal training where course fees are applicable or trainer or direct staff costs are incurred, may be asked to contribute a portion of those costs. Such charges shall not be unreasonable and will be outlined in a written statement that must be agreed and signed by the Employer and the Employee prior to the training commencing. A maximum amount must be stated in the agreement.

Employees Duties

- 2.16 Employee's duties are set out in their job description. This job description can be amended from time to time by the Employer following consultation with the Employee.
- 2.17 Employees will be punctual in attending the workplace and performing their duties.

3 LOCATION

- 3.1 Employees will complete work at Maryann Rest Home, Stratford, and will when required escort patients to other facilities within the Taranaki region or any other location that may be agreed to by the Employer and the Employee
- 3.2 Community Based Support Workers will complete work in client homes in the community.

4 PRIVACY

- 4.1 The Employer and the Employee will comply with the obligations set out in the Privacy Act 2020 and any Codes of Practice issued under this legislation.

5 CASUAL EMPLOYEES

- 5.1 Further to the provisions of sub clause 1.6.16, the following provisions will not apply to casual Employees: In the case of Casual Employees, Clauses 9, 13, and sub clause 6.6 will not apply.
- 5.2 Where employment is casual only, and terminates at the end of each period of employment, the employee will not be entitled to sick or bereavement leave as defined in the Holidays Act 2003 unless the following criteria are met. Any absences for reasons of sick or bereavement leave outside these criteria, or for other reasons, will be without pay.

Criteria:

The employee has over a period of 6 months, worked for the employer for:

- At least an average of 10 hours a week during that period; and
- Not less than 1 hour in every week during that period or not less than 40 hours in every month during that period.

6 HOURS OF WORK

- 6.1 The ordinary hours and ordinary days to be worked each month, by the Employee, will be determined by the Employer's roster, in accordance with the employees agreed guaranteed hours and employment letter under clause 1.7.3, provided that the ordinary hours will not exceed:

- (a) eight hours in any one day, or
 - (b) forty hours in any one week without prior agreement,
- and:
- (c) no shift shall be less than 3 hours, and
 - (d) a minimum break of at least 9 continuous hours must be provided wherever possible between any two periods of duty of a full shift.

- 6.2 All ordinary hours worked will be paid for at the Employee's ordinary rate of pay.
- 6.3 All overtime hours worked will be paid at the same rate as the Employees ordinary rate of pay.
- 6.4 The draft roster setting out each Employee's hours and days of work each month will be posted at least two weeks in advance, accessible to the Employee. The draft roster will be confirmed 7 days prior to commencement.
- 6.5 Once confirmed, the final monthly roster, may only be changed by mutual agreement between the Employee concerned and the Employer.
- 6.5.1 Employees may mutually swap shifts within a current roster provided they fill out the standard ACL duty change form and the change has been approved by the manager or delegated authority.
- 6.6 When setting the roster the Employer will ensure that each employee has at least two periods of 24 hours off duty in every 10 day period. Except in the case of emergency, or with the agreement of the employee concerned, these days must be consecutive. If two consecutive days off cannot be reasonably achieved then the Employer will seek mutual agreement with the Employee concerned.
- 6.7 The Employer may require staff to attend "handovers" at the commencement of each shift. This will be paid at the employee's ordinary rate of pay.
- 6.8 Where rostered hours become available, where practicable, they shall in the first instance be offered to existing part – time staff and if the hours are not filled, they will then be offered to casual employees. When time restrictions are limited to find suitable replacements, for example, finding cover for sick leave or bereavement, this is not a requirement.
- 6.9 Reduction of Hours**
- 6.9.1 The parties acknowledge that changes to resident numbers may mean that existing hours of work cannot be maintained. The Employer will consult with E tū and NZNO and affected employees about any proposal to reduce hours of work. This means the Employer will:
- (a) identify employees who may be affected by a proposal to reduce hours of work;
 - (b) present a proposed new roster to those affected employees and E tū and NZNO;

- (c) provide affected employees and E tū and NZNO no less than one week (unless otherwise agreed) to comment on the proposed new roster, or identify alternatives to reducing hours of work (which could include an employee voluntarily reducing their hours of work, or the employer managing annual holidays in accordance with clause 9.1.9); and
 - (d) genuinely consider any comments about the proposed new roster, or alternatives identified, before making a decision about whether to adopt the proposed new roster.
- 6.9.2 The Employer must give no less than two weeks' notice (unless otherwise agreed) of the implementation of the proposed new roster.
- 6.9.3 If the proposed new roster would result in a change to an Employee's guaranteed hours of work then the Employer will record this change in a letter to the Employee. If the proposed new roster would result in a substantial change to an Employee's guaranteed hours of work and the Employee does not agree to the reduction to their guaranteed hours of work, then the provisions of clause 31 will apply..
- 6.9.4 To avoid doubt, E tū and NZNO may initiate a meeting with the Employer if an increase in resident numbers warrants a reconsideration of hours of work.

7 MEAL AND REST BREAKS

- 7.1 Employees shall be entitled to the following breaks per working day:
- 7.1.1 If an employee's work period is two hours or more but not more than four hours, the employee is entitled to one ten minute paid rest break.
- 7.1.2 If an employee's work period is more than four hours but not more than six hours the employee is entitled to:
- (i) One ten minute paid rest break and
 - (ii) One thirty minute unpaid meal break, Provided that where the employee requests it the meal break can be scheduled at the completion of the work period.
- 7.1.3 If an employee's work period is more than six hours but not more than eight hours, the employee is entitled to:
- (i) Two ten minute paid rest breaks, and
 - (ii) One thirty minute unpaid meal break.
- 7.1.4 If an employee's work period is more than eight hours these requirements automatically extend to cover the additional hours on the same basis.

Example: employee is rostered to work 10 hours

- The employee gets two ten minute paid rest breaks and one thirty minute unpaid meal break for the first eight hours of work.
- The employee is scheduled to work 2 more hours, so they get a further ten minute paid rest break

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- Total entitlement: three ten minute paid rest breaks and one thirty minute unpaid meal break
- 7.1.5 Breaks are to be taken at agreed times within the periods specified above and in accordance with operational requirements as determined by the employer.
- 7.1.6 The exception to the above provisions is that if the employee is on a shift and is required by the employer to not leave the premises, the employee will be entitled to a paid meal break of 30 minutes during the shift in place of unpaid meal break specified above.
- 7.1.7 Employees are not authorised to sleep during paid meal breaks.
- 7.2 Where the Employee cannot be released from work for a half hour unpaid meal break, they will be entitled to consume a meal during paid duty hours, but will remain responsible for matters requiring immediate attention.
- 7.3 Where an employee agrees to work a short notice shift (being less than one hours' notice) or agrees to work a double shift after they have arrived at work, a meal (or meal equivalent) will be provided.
- 7.4 The Employer will make available without charge, at all meal and rest breaks, tea, coffee, milk, sugar and hot water.

8 REMUNERATION

See Schedule B attached as part of this Agreement.

8.1 Payment of Wages

- 8.1.1 Wages will be paid fortnightly and be credited to an account in the name of the employee no later than the Thursday following the completion of the pay period for which they are being paid.
- 8.1.2 Employees will be provided with a wages slip detailing the calculations of their earnings and deductions made. The wage slip will display the employee's current entitlement to Alternative Days, Sick Leave, and Annual Leave.
- 8.1.3 Where an underpayment of wages occurs and it is the fault of the employer, the error will be rectified by overnight manual payment. If the underpayment is the fault of the employee (such as incorrectly filled in time sheet) generally it will be addressed the following week except where requested and the worker states that hardship is caused as a result, earlier payment will be considered and made on a case by case basis.
- 8.1.4 Where an employee has been away for unplanned leave (eg sick or bereavement) and as a result the employer notices their timesheet has not been finalised or correctly filled out, the employer will make a reasonable efforts to contact them to finalise/amend the timesheet prior to processing their wages to avoid underpayments. However, the final responsibility for time sheets being completed lies with the employee.

8.2 Deductions

- 8.2.1 Deductions may be made from the Employee's salary for time lost by sickness, accident or the Employee's default, including leave without pay which has been agreed between

the parties, or for any other agreed debt, or money owing, to the Employer whatever it may be. Deductions may also be made as agreed between Employer and Employee, or as provided for by this agreement.

- 8.2.2 In the event of an overpayment of salary to the Employee, the Employer may recover the amount of the overpayment, provided the Employee is given written notification of the Employer's intention to recover the overpayment, the amount to be recovered, and an explanation of the reasons for the overpayment.

8.3 Expenses

- 8.3.1 The Employee will be entitled to be reimbursed all reasonable expenses incurred by the Employee in the proper performance of the Employee's duties with the Employer's prior approval. This entitlement is subject to the production of such receipts or other evidence that the Employer may require.
- 8.3.2 When a private car is used for work purposes, re-imburement will be paid at the following rates per trip: \$40 New Plymouth return trip, \$25 Hawera return trip and \$10 within Stratford. Trips outside the region will be reimbursed on an individual trip basis. All private vehicle use must be pre-approved if re-imburement is to be sought.

9 ANNUAL HOLIDAYS

- 9.1 The Employee will be entitled to 4 weeks paid annual holidays for each 12 months of continuous employment.
- 9.2 Annual holidays will be paid at a rate based on the higher of the Employee's:
- (a) ordinary weekly pay: being 1/4th of the Employee's gross earnings (excluding any productivity, incentive, or overtime payments that are not a regular part of the employee's pay) in the 4 week period ending on the final day of the final pay period immediately before the holiday; or
 - (b) average weekly earnings: being 1/52nd of the employee's gross earnings in the 12 month period ending on the final day of the final pay period immediately before the holiday.
- 9.3 The Employee's annual holidays entitlement will accrue on a pro-rata basis during each month of their employment from the first day of their employment. Annual holidays may, with the agreement of the Employer, be taken in advance.
- 9.4 The time for taking annual holidays will be agreed between the Employee and Employer. The Employer prefers that annual holidays be taken in blocks of at least one week. The Employee will, if they so elect, have an opportunity to take at least two weeks of their annual holidays entitlement in an uninterrupted break. The Employer must respond to annual holidays requests within 7 days of receiving them and will not unreasonably decline a request to take annual holidays.
- 9.5 If the Employer and an Employee are unable to reach agreement about when the Employee will take annual holidays, the Employer can require the Employee to take annual holidays on a particular date. To require an Employee to take annual holidays under this clause the Employer must:

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- (a) consult the affected Employee;
 - (b) consider work requirements and the opportunity for rest and recreation available to the Employee; and
 - (c) provide at least 14 days' notice of the requirement to take annual holidays.
- 9.6 One week's unpaid leave will be allowed for each twelve months' continuous employment. The timing of the unpaid leave is to be agreed between the Employer and Employee. This entitlement will not accumulate from one year to another.

10 PUBLIC HOLIDAYS

- 10.1 The Employee will be entitled to 12 public holidays per year in addition to annual holidays. The public holidays specified in the Holidays Act 2003 are: New Year's Day, 2 January, Waitangi Day, Taranaki Anniversary Day, Good Friday, Easter Monday, ANZAC Day, King's Birthday, Matariki, and Labour Day, Christmas Day, and Boxing Day.
- 10.2 The Employer may require the Employee to work on a public holiday. If the Employee works on a public holiday the Employee will be paid one and a half times their relevant daily pay for the time actually worked on the day and will receive an alternative holiday. For clarification "required to work" does not include voluntary shift swaps amongst staff.
- 10.3 Where a public holiday falls on a day that would otherwise be a working day for the Employee and the Employer does not require the Employee to work, the Employee will be paid relevant daily pay for that day.
- 10.4 Where a public holiday falls on a day that would not otherwise be a working day for the Employee and the Employee does not work that day, the Employee will not be paid for that day.
- 10.5 Transfer of public holidays:
- 10.5.1 In respect of Christmas Day, Boxing Day, New Years' Day, and 2 January, if the public holiday:
- (a) falls on a Saturday or Sunday, and the day would otherwise be a working day for the employee, the public holiday is observed on that day:
 - (b) falls on a Saturday and the day would not otherwise be a working day for the employee, the public holiday is observed on the following Monday:
 - (c) falls on a Sunday and the day would not otherwise be a working day for the employee, the public holiday is observed on the following Tuesday.
- 10.5.2 In respect of Waitangi Day and ANZAC Day, if the public holiday:
- (a) falls on a Saturday or a Sunday, and the day would otherwise be a working day for the employee, the public holiday is observed 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 is observed on the following Monday.

- 10.6 Alternative holidays will be taken on a day agreed between the Employee and Employer. If they cannot agree, the Employer may determine, by giving 14 days' notice, the day the alternative holiday will be taken. If the Employee has not taken an alternative holiday within 12 months of the entitlement arising, the Employee may request to exchange the alternative holiday for payment. Any alternative holidays not taken before the Employee's employment ends will be paid with the Employee's final pay.
- 10.7 Payment for public holidays and any alternative days will be paid in the pay period that relates to the observed public holiday or when the alternative holiday is taken.

11 SICK LEAVE

- 11.1 The employee is entitled to 10 days paid sick leave after 6 months' continuous employment with the Employer in accordance with the Holidays Act 2003.
- 11.2 Sick leave can be taken if the Employee is sick or injured, or if the Employee's spouse or partner, or another person who depends on the Employee for care, is sick or injured.
- 11.3 The Employee may carry over up to 25 days' of unused sick leave to the next entitlement year, to a maximum of 35 days current entitlement.
- 11.4 Sick leave will be paid as relevant daily pay.
- 11.5 The Employee must notify the Employer of their absence, and the expected duration of the absence, as early as possible (no less than 3 hours) before the Employee is due to start work on the first day of absence and any subsequent days of absence.
- 11.6 The Employer may require the Employee to provide their manager with proof of the sickness or injury (including a medical certificate) to support any sick leave absence:
- (a) in excess of three consecutive calendar days; or
 - (b) in excess of the Employee's statutory entitlement; or
 - (c) within three consecutive calendar days. In this situation, the Employer will pay the cost of the Employee obtaining the proof of sickness or injury
- 11.7 If the Employer requires a medical certificate, this certificate must state that the Employee or the dependant person has been examined by a doctor and is, in the doctor's opinion, not fit to work or requires care because of sickness or injury.
- 11.8 The Employer may require the Employee to undergo a further medical examination, or to produce an additional medical certificate from their own doctor, or a doctor recommended by the Employer, at the Employers expense.
- 11.9 Unused sick leave will not be paid upon termination of employment for any reason.
- 11.10 Flu Vaccinations - The Employer will offer all employees the opportunity to have annual flu vaccinations. The cost of the vaccination will be paid by the Employer.

12 BEREAVEMENT LEAVE

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- 12.1 The Employee is entitled after 6 months continuous employment to paid bereavement leave of:
- (a) up to three days on the death of the Employee's spouse or partner, parent, child, brother or sister, grandparent, grandchild, spouse or partner's parent, or on the end of a pregnancy by way of miscarriage or still-birth in the circumstances set out in the Holidays Act 2003; and
 - (b) one day if the Employer considers the Employee has suffered a bereavement through the death of another person.
- 12.2 The Employee will ensure that notice is given to the Employer at the earliest opportunity on the first day of absence due to bereavement.
- 12.3 Bereavement leave is paid at relevant daily pay.
- 12.4 **Tangihanga Leave:** In addition to bereavement leave provided by clause 12.1, the Employer will provide employees with up to three days of additional paid bereavement leave in order to discharge cultural obligations arising in connection with a bereavement (such as attending an hurakohatu/ unveiling or tangihanga). The Employer may ask the Employee to provide information about the nature of the cultural obligation in order to determine how many days of additional bereavement leave to make available to the Employee.

13 PARENTAL AND FAMILY VIOLENCE LEAVE

- 13.1 The Employee is entitled to parental leave in accordance with the Parental Leave and Employment Protection Act 1987. The employee may request additional paid parental leave which the employer will consider on a case by case basis.
- 13.2 The Employee is entitled to family violence leave in accordance with the Holidays Act 2003. The Employee may request additional leave under the provisions within this CEA and the employer will consider any requests on a case by case basis.

14 LONG SERVICE LEAVE

- 14.1 The Employee will receive a one-off paid holiday of one week, or cash equivalent, after 10 years of service to be taken in the 11th year of service, and a one-off paid holiday of one week, or cash equivalent, after 15 years' service to be taken in the 16th year, and a one-off paid holiday of one week, or cash equivalent, after 20 years of service to be taken in the 21st year of service, and a one-off paid holiday of one week, or cash equivalent, after 25 years of service to be taken in the 26th year of service.
- 14.2 The Employer agrees to give the Employee six weeks' notice prior to losing such Long Service Leave. The Employer agrees to be flexible about extending the time in which leave is taken if the Employer has not been able to allow the leave to be taken during the 11th or 21st or 26th year due to other work commitments.

15 LEAVE ENTITLEMENTS

- 15.1 The leave entitlements in clauses 9, 10, 11 and 12 of this agreement are inclusive of and not in addition to the leave entitlements provided for in the Holidays Act 2003. The

employee can obtain more information about leave entitlements under this Act from MBIE or the Union.

16 UNIFORMS AND PROTECTIVE CLOTHING

- 16.1 The employer shall supply a minimum of 2 and up to 4 working uniforms to the employee and the employee is required to wear a uniform at all times when on duty. Employees can wear blue or black long pants in the winter or knee length shorts in the summer. These are to be provided at their own cost as they are additional to the uniform supplied. Protective clothing such as boots, gloves, aprons, or slippers as required by the nature of the work will be provided. All such uniforms and/or protective clothing shall remain the property of the employer. The clothing or protective clothing as supplied, shall be worn or used as required by the employee, who shall also be responsible for the care and laundering of all such clothing.
- 16.2 Worn or unserviceable items must be returned prior to the issue of new or replacement items.
- 16.3 The employee shall maintain all supplied clothing in a clean, neat and tidy condition.
- 16.4 The employee shall wear a reasonable standard of footwear. Note: Reasonable footwear shall mean footwear that covers the toes and does not include jandals or scuffs.

17 TERMINATION

- 17.1 This agreement may be terminated by either party with no less than two weeks' notice being given in writing, except: Cooks (4 weeks' notice is required) and Registered Nurses (4 weeks' notice is required), unless by mutual agreement, The Employer, at its discretion, may make a payment in lieu of notice and not require the Employee to work out the notice period. Where the Employee does not give the required notice, a sum equal to the remuneration for that period will be paid to the Employer.
- 17.2 The employment of the Employee may be summarily terminated without notice in the event of serious misconduct.

18 RECTIFYING NON PERFORMANCE

- 18.1 If the Employee is not discharging his/her duties to the required standard the employer will immediately upon becoming aware of the non-performance concern:
- Verbally advise the employee and confirm in writing of any shortfall in performance.
 - Meet with the Employee, who is permitted to have a support person / representative present if they choose:
 - To indicate what is regarded as the satisfactory performance criteria and discuss ways in which this standard can be met.
 - To provide the employee an opportunity to offer any explanation for the non-performance

- Discuss and formulate a training/support plan outlining specific areas of performance to be worked on, including options for but not limited to: training required and how that will be delivered, on the job mentoring/buddying, time frames for regular meetings to monitor progress and adapt training/support plan as necessary. Each of the above options may not be available or necessary, depending on the individual circumstance.
- To give the employee a specified period of not less than one month within which the performance criteria must be met and stating the outcome if this criteria is not met. This may or may not include disciplinary action and/or termination of employment.

19 HEALTH AND SAFETY IN THE WORKPLACE

- 19.1 The parties acknowledge and will comply with their respective obligations under the Health and Safety at Work Act 2015 and its relevant amendments.
- 19.2 The parties to this agreement acknowledge that Employees should be adequately protected from the health and safety hazards that may arise on the workplace.
- 19.3 In particular, the Employer will ensure equipment is maintained in good order and that protective clothing is provided. The Employee will wear and/or use appropriately all Personal Protective Equipment issued and notify the Employer of any observed defects in equipment.
- 19.4 The Employer is required to take all practicable steps to prevent harm and to provide reasonable opportunities for staff to participate in processes to improve health and safety in the workplace.
- 19.5 Employees are required to act responsibly and in compliance with all policies and procedures and lawful instructions issued by the Employer.
- 19.6 The Employee must report all work related injuries, accidents, near misses and hazards or potential hazards to the Employer as soon as practicable.
- 19.7 Suitably equipped first aid kits will be provided and maintained by the Employer and will be kept in a convenient place for use.

20 PATIENT SAFETY

- 20.1 Where an employee is suffering from a minor illness which could have a detrimental effect on the patients or other staff in the employer's care, the employer may either,
- Place the employee on suitable alternative duties; or
 - Direct the employees to take leave on full pay. Such leave shall not be a charge against the employees sick leave entitlement
- 20.2 The Employer may provide for staff to be paid for additional sick leave where it becomes evident a sickness comes from a work related infection.
- 20.3 To avoid doubt, COVID 19 is not a minor illness for the purpose of this clause 20. If an employee is sick they are entitled to use their sick leave entitlements. If an employee is

required to self-isolate in accordance with public health guidance relating to COVID-19 then the Employer will discuss the Employee's options with the Employee.

21 HEALTH PARTICIPATION

- 21.1 Where the employee has an injury and/or illness which impacts on the Employee's attendance at work and/or the ability to perform the duties required, the Employer and Employee agree to cooperate and participate in a rehabilitation programme, if feasible. This programme will be mutually agreed and will be used to monitor the employee's health and wellbeing, ensure the employee is able return to full duties as soon as practicable and to ensure the employee is provided with a safe working environment.
- 21.2 In cases of ongoing or repeated absence due to illness or injury, whether work related or non-work related or where the Employee's physical and/or mental health may be affecting his or her ability to perform the duties under this agreement safely and effectively, the employee will provide the Employer with relevant medical information and if deemed necessary by the Employer the Employee will undergo medical examination by a medical practitioner whom will be mutually agreed upon between the Employee and Employer. The Employer will meet the costs of the medical examination.
- 21.3 The medical practitioner will be provided with a copy of the Employee's job description by the Employer to assist in determining the relevance of the Employee's sickness, injury or incapacitation to their job. The medical examiner will also be asked to provide information about how the Employer can accommodate the sick, injured or incapacitated Employee.
- 21.4 In the event that the Employee is incapacitated and unable to work due to long-term illness or an injury, the Employee's employment may be reviewed for reasons of incapacity. The Employer undertakes to follow procedures of natural justice in any action that follows this review.

22 SUSPENSION

- 22.1 The Employer reserves the right to suspend the Employee:
- 22.1.1 During the course of an investigation into suspected serious misconduct or
- 22.1.2 Where, because of a condition, behaviour*, illness or injury, the Employer has sound reason to believe that the Employee constitutes an immediate hazard to himself or herself, or to others.
- * Behaviour is any conduct that is unsafe for the other staff, visitors or residents such as physical violence or verbal threats to another's welfare.
- 22.2 Suspension is not seen as a disciplinary measure in itself and does not imply guilt in regards to the allegation being investigated. It is purely to allow for the investigation of a serious allegation.
- 22.3 The Employer reserves the right to review payment while the Employee is on suspension should suspension become prolonged (i.e. longer than two weeks) for any reason outside the control of the Employer, for example if the Employee is charged with a criminal matter. This means that suspension will be initially on pay and thereafter may be without

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pay. It is anticipated that it would be rare to continue a suspension without pay and that such a decision will not be made lightly.

- 22.4 Prior to any suspension the Employee concerned will be invited to a meeting where the reasons why suspension is being considered will be discussed. The Employee is to be advised that they can bring a support person with them to the meeting and that they are entitled to have their views considered before any decisions are made regarding suspension.
- 22.5 The Employee will have the suspension and the reasons for it confirmed in writing as soon as possible after the suspension commences.

23 ABANDONMENT

- 23.1 Where the Employee is absent from work for more than 3 working days, being days the employee would normally have worked, without notifying the Employer or without good reason, the Employee will be deemed to have terminated employment without notice, provided that the employer will make reasonable efforts to contact the employee during this period. Where the employee works two or less permanent days per week the above process can be invoked on the third day.

24 PROPERTY

- 24.1 On the termination of employment, the Employee agrees to immediately deliver to the Employer all property belonging to the Employer, including but not limited to: all documents, information (in any form), diaries, keys, uniforms, protective clothing or other property within the Employee's possession or control.

25 CONFIDENTIALITY

- 25.1 In this agreement "Confidential Information" means all confidential information which is not in the public domain and which is reasonably regarded by the Employer as confidential to it which the Employee becomes aware of in the course of carrying out this agreement including, but not limited to:
- (a) The Employer's financial affairs;
 - (b) Confidential business information;
 - (c) Business methods and management systems;
 - (d) Detailed information and records relating to clients, applicants, staff and parties with whom the Employer deals commercially; relating to the Employer or any related party of the Employer.
 - (e) and intellectual property.
- 25.2 The Employee agrees not to disclose confidential information and the Employee will not, without the written consent of the Employer, directly or indirectly, at any time during the term of this agreement or following its termination, for any reason (for so long as the information continues to be Confidential Information):
- (a) Use any Confidential Information;

- (b) Disclose any Confidential Information to any person, firm, company or organisation;
- (c) Copy any material containing Confidential Information for personal use or for use by any other unauthorised person, firm, company or organisation;

other than to the extent necessary to carry out the Employee's duties under this Agreement or as required by law.

25.3 The Employee acknowledges that a breach of this clause will constitute serious misconduct and may result in the termination of the Employment Agreement.

26 INTELLECTUAL PROPERTY

26.1 Any trade mark, goodwill, patent, design or copyright work, procedure, process, formula, method of production, invention or other discovery created by the Employee during the Employee's employment relating to the business of the Employer or capable of being used or adapted for use by the Employer, must immediately be disclosed to the Employer and will be the absolute property of the Employer.

27 CONFLICT OF INTEREST

27.1 To ensure protection of commercially sensitive information and intellectual property rights, and to reduce the risk of fatigue while at work, employees may not undertake secondary (paid or unpaid) employment of any nature without the prior written consent of Age Care Central. Such consent will not be unreasonably withheld.

27.2 The parties agree that these are genuine reasons based on reasonable grounds for the purposes of Section 67H of the Act.

28 TECHNOLOGICAL CHANGE

The methods used to perform certain tasks are changing constantly and the Employer reserves the right to introduce new work methods or equipment from time to time. The Employer will give the Employee the opportunity to change or acquire any knowledge or skill necessary to meet the technological change.

29 RULES, POLICIES AND PROCEDURES

The Employer will be entitled to introduce, vary or cancel, company rules, policies and procedures as it considers necessary to meet operational requirements. Such rules, policies and procedures, and all variations and cancellations of them, will come into effect as notified by the Employer from time to time, with consultation (where appropriate). All rules, policies and procedures will bind the Employee and be fully observed and complied with by the Employee.

30 EMPLOYMENT PROTECTION PROVISIONS

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

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- 30.1.1 The employee and ETU/NZNO will be consulted about any proposal to sell all or part of the business or to contract out or transfer work before a final decision is made. The employer agrees to enter into a genuine consultation process with the Union to provide affected Employees with protection and continuity of their employment.
- 30.1.2 If the employer decides to proceed with the proposed restructure, it will use its best endeavours to:-
- negotiate with the new contractor/service provider with a view to ensuring the new employer offers the employee employment on the same or no less favourable, including recognising service as continuous, the employees existing days and hours of work and any service related conditions, any conditions relating to redundancy and any, conditions relating to superannuation and
 - advise the employee and the ETU /NZNO of timeframes for such negotiation, and for the acceptance of any offer of employment or of any application and interview process, as soon as possible.
- 30.1.3 The employee is entitled to choose whether or not to accept employment with the contractor/service provider. In the event that the contractor/service provider offers the employee employment in the same capacity as that in which the employee was employed by the Employer, or in any capacity that the employee is willing to accept and in terms of clause 30.1.2 above, no redundancy situation will arise, and the employee will not be entitled to receive redundancy compensation, whether or not the employee chooses to accept the offer of employment. The employee will give or receive two weeks' notice of termination of employment with the employer (which is not in addition to any other notice period specified within this agreement).
- 30.1.4 In the event that the contractor/service provider is not prepared to offer the employee employment in terms of clause 30.1.2 above, or offers employment on lesser terms and conditions and/or without recognition of the employee's service, the employer may offer a lump payment equivalent to what the difference between the current wage and the new wage would be over a two year period otherwise the employee will receive notice of potential severance as per clause 31.1 of this agreement (which is not in addition to any other notice period specified in this agreement) and redundancy compensation under clause 31.

Note: The Employer agrees to abide by the provisions in Part 6A subpart 1 of the Employment Relations Act in regards to specified categories of employees, namely those engaged in cleaning services, food catering services and laundry services.

31 MANAGEMENT OF CHANGE

31.1 General Principles

- 31.1.1 The parties accept that change in the health service occurs and, in order to ensure the efficient and effective delivery of health services, the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.

- 31.1.2 Prior to the commencement of any significant review or any significant change to staffing, structure or work practices, the employer will identify and notify employees who may be affected, and NZNO and E tū, to allow them to participate and have substantive input in the consultative process.
- 31.1.3 Consultation involves the statement of a proposal not yet finally decided upon, and requires more than mere prior notification. The requirement for consultation should not be treated perfunctorily or as a mere formality. The parties to be consulted must be given sufficient opportunity to express their views about the relevant proposal before a decision is made about whether to proceed with the proposal.
- 31.1.4 Reasonable paid time off at T1 shall be allowed for employee delegates to attend meetings with management and consult with employees to discuss issues during the management of change process. Prior approval of such meetings shall be obtained from the employer and such approval shall not be unreasonably withheld.

31.2 Consultation Process

The process of consultation for the management of change shall be as follows:

- (a) The initiative being consulted about should be presented by the employer as a “proposal” or “proposed intention or plan” which has not yet been finalised.
- (b) Sufficient information must be provided by the employer to enable the party/parties to be consulted to develop an informed response.
- (c) Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
- (d) Genuine consideration must be given by the employer to the matters raised in the response.

The above process shall be completed prior to the implementation of clause 31.3

Note: If it becomes apparent severance is unavoidable then volunteers will be called for and selected at the appropriate time in this process.

31.3 Staff Surplus

- 31.3.1 When as a result of the substantial restructuring of the whole, or any parts, of the employer’s operations; either due to the reorganisation, review of work method, change in plant (or like cause). The employer requires a reduction in the number employees, or, employees can no longer be employed in their current position, at their hours, at their current grade or work location (i.e. the terms of appointment to the present position), then the options in sub clause 31.4 below shall be invoked on a case by case basis.
- 31.3.2 Where an employees’ employment is being terminated by the employer by reason of the sale or transfer of the whole or part of the employer’s business, refer to clause 32 of this agreement ‘Employment Protection Provisions’.

31.3.3 Notification of a staffing surplus shall be advised to the affected employees and their Union at least one month prior to the date of giving notice of severance to any affected employee. This date may be varied by agreement between the parties. During this period, the employer and employee who can elect to involve their union representative will meet to agree on the options appropriate to the circumstances.

31.3.4 The following information shall be made available to the Unions in respect of affected employees they represent:

- (a) the location/s of proposed surplus
- (b) the total number of proposed surplus employees
- (c) the date by which the surplus needs to be discharged
- (d) the positions, grading, names, wage rate and commencement date of the affected employees
- (e) availability of alternative positions with the employer.

On request the Union will be supplied with relevant additional information where available.

31.4 Options

The following are the options which may be available for staff to choose from in staff surplus situations:

- (a) Reconfirmed in position/re-assignment
- (b) Attrition
- (c) Redeployment
- (d) Leave without pay
- (e) Retraining
- (f) Severance

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in sub clause 31.11 and 31.12 will be applied as a package.

31.5 Reconfirmed in position

Where a position is to be transferred into a new structure in the same location and pay rate, where the employer determines there is one clear candidate for the position, the employee is to be confirmed in it. Where the employer determines there is more than one clear candidate the position will be advertised with appointment made as per normal appointment procedures.

31.6 Attrition

Attrition means that as people leave their jobs because they retire, resign, transfer, die or are promoted then they may not be replaced. In addition or alternatively, there may be a partial or complete freeze on recruiting new employees or on promotions.

31.7 Redeployment

- 31.7.1 Employees may be redeployed to a new job at the same or lower salary in the same or new location. The employee's preference for redeployment shall be given due consideration.
- 31.7.2 Where the new job is at a lower wage, an equalisation allowance will be paid to preserve the wage of the employee at the rate paid in the old job at the time of redeployment for six weeks equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).
- 31.7.3 The redeployment may involve employees undertaking some on-the-job training.

31.8 Leave without pay

- 31.8.1 Special leave without pay may be granted within a defined period without automatic right of re-engagement. This provision does not include parental or sick leave.

31.9 Retraining

- 31.9.1 Where a skill shortage is identified, the employer may offer a surplus employee retraining to meet that skill shortage with financial assistance up to the maintenance of full salary plus appropriate training expenses. It may not be practical to offer retraining to some employees identified as surplus. The employer needs to make decisions on the basis of cost, the availability of appropriate training schemes and the suitability of individuals for retraining.
- 31.9.2 If an employee is redeployed to a position which is similar to his or her previous one, any retraining may be minimal, taking the form of "on the job" training such as induction or in service education.

31.10 Severance

Where an employee's employment is terminated by the employer by reason of redundancy then payment will be made in accordance with the following formula:

- Four weeks' pay for the first year of service and two weeks' pay for each subsequent year or part thereof to a maximum of 6 weeks in total.

"Service" for the purposes of this sub clause means total aggregated service with the employer and its predecessors, but excludes any service with any employer or their predecessor which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance.

To avoid doubt severance payments are not available where the employee has been offered reconfirmation or reassignment (even if the employee rejects an offer of redeployment or reassignment) or where the employee accepts an offer of redeployment.

Note: This is calculated on current gross weekly earnings as at the last day of service or on average gross weekly earnings over the previous 12 months service whichever is the greater.

31.11 Job Search

Employees will be assisted to find alternative employment by being able to have a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the team leader/manager being notified of the time and location of the interview before the employee is released.

31.12 Counselling for the employee and their family will be made available as necessary.

32 EMPLOYMENT RELATIONS PROBLEMS

32.1 If an Employee considers that they have an employment relationship problem, they should in the first instance consult the problem resolution process attached to this agreement at Schedule A.

33 UNION MATTERS

33.1 Right of Access

33.1.1 Right of access will be exercised in a spirit of good will, having regard to the sensitivities of the business, the needs of the patients, patients' families, other staff and management.

33.1.2 The Union's authorised representative shall be entitled to enter at all reasonable times upon the premises, after notifying the manager, to speak with any employee but not so as to interfere with or disrupt the employer's business.

33.2 Stop-work Meetings

33.2.1 The Employer will allow every union member to attend paid union meetings to a maximum of 4 hours duration in each calendar year. No meeting shall exceed two hours in duration.

33.2.2 The union will give the Employer at least 14 days' notice of the date and time of any meeting to which sub clause 33.2.1 applies.

33.2.3 The union will make such arrangements with the Employer as may be necessary to ensure that essential services are maintained during any union meeting. Where alternative cover is not available, then an arrangement for sufficient union members to remain available during the meeting will be made for this purpose.

33.2.4 Work will resume as soon as possible after any meeting, but the Employer will not be obliged to pay any Employee for a period of greater than two hours in respect of any meeting.

33.2.5 Only union members who attended the meeting and stop work to do so will be entitled to pay. The union will supply the Employer with a list of members who attended the meeting.

33.3 Deductions

33.3.1 The Employer will deduct union fees from the wages of members of Etu and New Zealand Nurses Organisation (including during periods of time off work on paid leave) when authorised in writing by members and will remit such monies to the unions at agreed intervals that will be no greater than monthly. The monies will be paid by direct credit to the union's bank account or cheque, with an identifying reference.

33.3.2 The Employer will within a reasonable time advise the unions of any Employees covered by the coverage provision of this collective agreement who authorise the release of their details to the union.

33.4 Employment Relations Education Leave

33.4.1 The Employer will provide paid employment related education leave to the union in each year to be distributed amongst union members that are bound by this agreement, in accordance with the provisions of the Employment Relations Act 2000.

33.5 Recognition of Union Delegates

33.5.1 On notification from the Union the Company will recognise delegates and their roles. Such recognition will include allowing delegates to represent the Union and its members on matters of interest, welfare of employees, recruitment, disputes, grievances and matters relating to the administration and application of the collective employment agreements.

33.5.2 Allowing delegates to attend onsite and offsite Union meetings and activities including Union education (in accordance with the provisions of the Employment Relations Act).

33.5.3 The Company will maintain delegates' normal rostered income where the delegate is engaged in his/her role within normal hours of work. The company may exchange time for negotiations outside of normal hours of work or make alternative arrangements as agreed between the parties.

33.5.4 The Company will also reasonably make resources such as meeting rooms, copying and typing facilities available.

33.5.5 Absence from the delegates' place of work during normal work time must be pre-arranged with adequate notice and pre-approved by the delegates work area supervisor who will ensure that the Company's business is not unduly disrupted, such approval will not unreasonably be withheld.

33.6 Consultative meetings

33.6.1 The parties agree that meetings will occur regularly between management and union delegates. These meetings will enable effective operational and strategic communication and resolution of issues. Each site shall establish and/or continue the relevant arrangements in existence at the commencement of this Agreement.

34 KIWISAVER

34.1 Should the employee choose to join the Kiwi Saver Scheme, the employer will meet its compulsory employer contribution obligations as per the Kiwi Saver Act. These contributions are in addition to the remuneration scales in this agreement.

35 SMOKE FREE ENVIRONMENT POLICY

- 35.1 All employees are required to act in a manner consistent with the terms and conditions of the employers Smoke Free Policy. Breaches of this policy are deemed to be serious misconduct under the Employer's Code of Conduct and could result in summary dismissal. This site specific policy may be subject to change from time to time and will have regard to any conditions imposed on the employer by Te Whatu Ora.

36 POLICE VETTING

- 36.1 The employer reserves the right to "police vett" all new employees at the commencement of employment.. Employees must give written approval to be police vetted before any application can be made. Any cost incurred for the application process will be at the employers' expense. The police vetting application and return forms will be processed only by the Financial Manager or the Financial Manager's nominee. The returned document from the police will be stored in a confidential manner. Should the police vetting process return any concerns, the employer will meet with the employee (and a representative of the employee' choice) to discuss such concerns and an appropriate course of action which may include discontinuation of employment.

37 DRUGS AND ALCOHOL

- 37.1 The Employee will comply with the Employer's Drug and Alcohol Policy. The Employee must under no circumstances come to work with levels of drugs or alcohol that exceed the parameters set by agreed recognised authorities in respect of alcohol and drugs. No alcohol or drugs are to be brought on the worksite without authorisation.
- 37.2 The Employee must report to work in such a condition that they are able to perform their duties properly and safely. If the Employer has reasonable grounds to believe that the Employee is under the influence of alcohol or non-prescribed drugs, the Employer may require the Employee to immediately cease work and not report to work until the Employee is certified fit to work.
- 37.3 Where there is reasonable cause to suspect that an Employee's ability to perform their job has been impaired or has the potential to affect the safety of others, the Employer may request the Employee consents to a drug/breath test being taken. Such a test would be on the basis of informed consent and be undertaken by an accredited provider. The outcome of any such test will be considered as part of the information available to any subsequent disciplinary process.
- 37.4 If the Employer has reasonable grounds to believe that the Employee is in possession of alcohol or non-prescribed drugs, the Employer may, with the informed consent of the Employee, view the Employee's personal effects and in the vehicle, on the premises of the Employer. Both the Employee and a third person must be present when this occurs.
- 37.5 An Employee's right to privacy in relation to personal information under the Privacy Act 2020 and common law must be taken into account, particularly when considering sample collection procedures, the method of analysis, and the handling of test results

38 PANDEMIC / INFECTIOUS DISEASE

- 38.1 The Employee agrees to comply with any reasonable directive issued by the Employer designed to isolate the Employee or other Employees from the risk of infection including a change of work place, wearing of protective equipment, and the use of antibacterial products.

39 MENTAL OR PHYSICAL INCAPACITY OR ILLNESS

- 39.1 Where circumstances arise that an Employee may be incapable of the proper performance of his or her duties under this employment agreement as a result of mental or physical incapacity or illness, the Employer shall:

- take reasonable steps to consult with the Employee (or if appropriate, the Employee's next of kin or medical practitioner); and may
- obtain informed medical opinion as to the Employee's ability; and may
- require the Employee to undergo a medical assessment by a health professional or such other person deemed appropriate to supply any medical or other information relevant to the Employee's employment.

- 39.2 If as a result of mental or physical incapacity or illness, the Employee is unable to fulfil his or her duties under this employment agreement, the Employer may terminate the Employee's employment by giving such notice to an Employee that the Employer deems appropriate in the circumstances.

40 ACC ENTITLEMENTS

- 40.1 If an employee has a work-related accident, the employer will pay "first week compensation" and cannot require the employee to take that time off as sick leave.
- 40.2 If an employee is receiving "first week compensation" for a work-related accident, the employer and employee can agree that the employer will top up the "first week compensation" payment from 80% to 100% by reducing the employee's sick leave entitlement by one day for each five days' leave taken.
- 40.3 Where the period of leave on ACC is in excess of one week (for either workplace or non-work accidents), the employer and employee can agree that the employer will top up the ACC payment from 80% to 100% by reducing the employee's sick leave entitlement by one day for each five days' leave taken.
- 40.4 When the employee is taking leave for the first week of a non-work accident, sick leave or other available leave may be used.

41 SIGNATORIES

Dated this 29th day of NOVEMBER 2023

For and on behalf of:

Handwritten signatures and initials, including a circled '3' and initials 'B.S.C.'



Age Care Central Limited



E tū Incorporated



New Zealand Nurses'
Organisation Incorporated

SCHEDULE A: PROBLEM RESOLUTION PROCESS

Employment Relationship Problems – What Are They?

Employment relationship problems include such things as personal grievances, disputes, claims for the recovery of unpaid wages, allowances, or holiday pay.

- Full definitions of the kinds of employment problems that may arise are contained in part 9 of the Employment Relations Act 2000
- It does not include negotiating wages and terms and conditions of employment.

What Happens If You Believe You Have An Employment Problem?

Representation At any stage an Employee is entitled to have a representative working on their behalf, and the company will work with the Employee and that person to try to resolve the problem. You may for example choose: your union being Etu or NZNO, or any advocate, or a lawyer and you may seek free information from the Ministry of Business, Innovation and Employment on how they provide assistance. The company can also choose to have a representative working on their behalf.

Raising employment relationship problems

- (a) An employment relationship problem should be raised and discussed with an Employee's manager or other manager as soon as possible.
- (b) The Employee is entitled to seek advice and assistance in raising and discussing the problem from their union.
- (c) The Employee, Employer and any representatives which for Employees may include the union will try to resolve the problem without the need for further intervention.
- (d) If the issue cannot be resolved then the person or party initiating the employment problem should give a written statement to the other person/party. This statement should contain the following:
 - Details of the employment relationship problem as applicable.
 - Why they feel aggrieved
 - What solution they seek to resolve the employment problem.

In response the other person/party must reply in writing setting out the following:-

- Their view of the facts
- Their view on the solution sought. If the remedies claimed are not accepted then the reason(s) for this must be stated.

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If the parties cannot resolve the problem then the person or party who initiated the matter may refer the matter (without undue delay) to the Mediation Service of the Ministry of Business, Innovation and Employment.

Personal Grievances – When must you raise one?

If the issue is a personal grievance, the Employee must raise that grievance with the Employer within the relevant notification period, otherwise the personal grievance will be out of time.

A personal grievance cannot be raised out of time unless the Employer consents or if the Employment Relations Authority is satisfied the delay was caused by exceptional circumstances.

The notification period is:

- in respect of a personal grievance that the Employee has been sexually harassed in the Employee's employment, within 12 months from when the action alleged to amount to the personal grievance occurred, or came to the Employee's notice, whichever is later;
- in respect of any other personal grievance, within 90 days from when the action alleged to amount to the personal grievance occurred, or came to the Employee's notice, whichever is later.

Raising a personal grievance means taking reasonable steps to make the Employer aware that you allege a personal grievance that the you want the Employer to address.

Mediation Services

If an employment problem is not resolved as set out above the party initiating it may contact the Ministry of Business, Innovation and Employment Mediation Services for free assistance. Their number is 0800 20 90 20. The mediator will try to help us resolve the problem, but won't make a decision as to who is right or wrong unless we both want this.

Employment Relations Authority

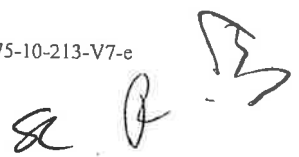
If the employment problem is still not resolved the next step is to apply to the Employment Relations Authority for assistance. This is a more formal step to take, and you might want to have someone representing you. The Authority member will investigate the problem, and will make a decision. This decision can be appealed by either of us to the Employment Court and then to the Court of Appeal.

Delays

In good faith we must both deal with any employment problem promptly. Any unreasonable delays may prejudice the other parties' ability to properly respond to the employment problem claim.

More Information

You can get free advice from Employment New Zealand, which is part of the Ministry of Business, Innovation and Employment. Employment New Zealand can be contacted on **0800 20 90 20** or at **www.employment.govt.nz**. You can also seek advice from your union.

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SCHEDULE B: REMUNERATION

1 HEALTH CARE ASSISTANT (Caregiver):

The following pay scale applies to Support Workers:

Level	Qualification or service	Ordinary Rate	Week-end Rate	Night Rate
1	L0 <u>or</u> < 3 years' service	\$23.38	\$24.18	\$24.38
2	L2 <u>or</u> 3+ years' service	\$24.78	\$25.58	\$25.78
3	L3 <u>or</u> 8+ years' service	\$26.94	\$27.74	\$27.94
4	Reaches 12+ years' service after 1 July 2017 with no L4	\$28.02	\$28.82	\$29.02
4b	L4 <u>or</u> 12+ years' service	\$29.10	\$29.90	\$30.10

Weekend and night rates loaded as + \$0.80 and + \$1.00 respectively.

2 REGISTERED NURSE

The following pay scale applies to Registered Nurses:

Step	Hourly rates	Wage progression criteria:
1	Ordinary \$38.77 Weekend \$39.77 Night \$40.27	New RN first year of practice <ul style="list-style-type: none"> • Hold a current and valid APC and practice within the competencies set down by the NZ Nursing Council. • Orientation Pack completed
2	Ordinary \$43.08 Weekend \$44.08 Night \$44.58	To have completed the previous level requirements <ul style="list-style-type: none"> • Hold a current and valid APC and practice within the competencies set down by the NZ Nursing Council. • 8 hours RN study day completed • Meet continuing competence requirements set down by the NZ Nursing Council* • Development Plan completed
3	Ordinary \$44.37	To have completed the previous level requirements

	Weekend \$45.37 Night \$45.87	<ul style="list-style-type: none"> • Hold a current and valid APC and practice within the competencies set down by the NZ Nursing Council. • Meeting continuing competence requirements set down by the NZ Nursing Council • Development Plan completed • Complete three of the following: <ul style="list-style-type: none"> ○ Participates in on call ○ Care level reassessment (recognizing the need for reassessment, initiating and following through the process) ○ 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) ○ PDRP proficient ○ PDRP expert (counts as two)
4	Ordinary \$45.60 Weekend \$46.60 Night \$47.10	<p>To have completed the previous level requirements</p> <ul style="list-style-type: none"> • Hold a current and valid APC and practice within the competencies set down by the NZ Nursing Council. • Meeting continuing competence requirement set down by the NZ Nursing Council • Development Plan completed • No formal disciplinary action in previous 12 months • Complete three of the following <ul style="list-style-type: none"> ○ Participates in on call ○ Care level reassessment (recognizing the need for reassessment, initiating and following through the process) ○ 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) ○ PDRP proficient ○ PDRP expert (counts as two) • Completed one of the following <ul style="list-style-type: none"> ○ Facilitate Clinical meetings ○ Assist with Audits ○ Champion in a specific clinical indicator ○ Participates in performance appraisal of healthcare workers

Weekend and night rates loaded as + \$1.00 and + \$1.50 respectively.

On appointment, the employer may place the employee on any step of the scale taking into account the employee's previous work experience, life experience, skills, qualifications, and the degree of difficulty recruiting. An employee's achievement of the wage progression criteria will be reviewed at least annually on the employee's anniversary date, or at any time at the request of the employee or at the discretion of the employer.

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3 ENROLLED NURSE:

Ordinary Hourly Rate	Week-End Rate	Night Rate
\$33.90	\$34.70	\$34.90

Weekend and night rates loaded as + \$0.80 and + \$1.00 respectively.

4 HOME BASED SUPPORT STAFF

Employees working in this service are included in the Pay Equity Settlement Legislation 2017 and will therefore be paid at the same ordinary hourly pay rates shown in the Health Care Assistants and Support Workers section of this Schedule B

Note: the night rates shown in that section DO NOT apply to Home based support staff.

IN-BETWEEN TRAVEL TIME

The employer will implement the known terms and conditions agreed to and funded by the MOH, and agrees to make amendments that result from future settlements or legislation in order that the employee received the full benefit of those contractual amendments/requirements.

Payments for travel time and costs will be consistent with the current regulations that are set and published by the MOH. Details of these rates are available on the Ministry of Health website.

5 RECEPTIONIST/ADMINISTRATION:**Ordinary Hourly Rate**

Level 1: \$24.20

Intermediate computer skills including word processing and data entry. Completed Fire safety training. Awareness of Hazard Management – OOC. Planning and co-ordination of functions and events.

6 COOK

	Ordinary Hourly Rate	Week-End Rate	Week-End Loading
LEVEL 1	\$24.20	\$25.00	+80 cents

Commencing with some relevant experience. Completed Generic Orientation. Completed relevant food safety course. Completed fire safety training. Completed any other training as required.

To progress to Level 2 the Employee will complete two years' service.

LEVEL 2	\$25.70	\$26.50	+80 cents
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Note: Should the ordinary hourly rate alter during the period of this CEA, the week end loading will be maintained at 80 cents per hour.

7 LAUNDRY/CLEANING/KITCHENHAND:

	Ordinary Hourly Rate	Week-End Rate	Week-End Loading
LEVEL 1	\$22.70	\$23.50	+80 cents

To progress to Level 2 the employee will complete Generic Orientation and complete three years' service and any other relevant training and be able to orientate new staff.

LEVEL 2	\$23.45	\$24.25	+80 cents
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To progress to Level 3 the employee will complete Generic Orientation and complete five years' service and any other relevant training and be able to orientate new staff.

LEVEL 3	\$24.10	\$24.90	+80 cents
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Note: Should the ordinary hourly rate alter during the period of this CEA, the week end loading will be maintained at 80 cents per hour.

8 MAINTENANCE:

Ordinary Hourly Rate	Week-End Rate	Week-End Loading
\$24.20	\$25.00	+80 cents

The employee must complete Generic Orientation and training in Hazard Management, Waste Management, Chemical Safety and Fire Safety. The employee must be competent to undertake maintenance of imprest / supply systems. Restocking and ordering of chemical supplies. Carry out planned maintenance daily and incidental maintenance of buildings and equipment. Complete fire and Emergency checks.

Note: Should ordinary hourly rate alter during the period of this CEA, the weekend loading will be maintained at .80 cents per hour.

9 GROUNDS PERSON:

Ordinary Hourly Rate	Week-End Rate	Week-End Loading
\$24.20	\$25.00	+80 cents

Note: Should ordinary hourly rate alter during the period of this CEA, the weekend loading will be maintained at .80 cents per hour

ALLOWANCES

- **CALL BACKS:** will be paid at \$16.60

- a. Where an employee is called back after completing the days work or duty, and having left the place of employment, a call back allowance will be paid of \$16.60
 - b. Any employee called back must be paid a minimum of three hours wages for that particular shift.
 - c. Casual employees – call back allowances are not payable to casual employees.
 - d. Shift extension – where an employee is working a rostered shift and is asked during that shift to continue working for three hours or more after the planned end of their shift as a shift extension, call back applies.
 - e. Shift extension – where an employee is rostered on a shift and is asked to come into work three hours or more before the scheduled start of that shift and then continues working as per the rostered shift, call back applies.
 - f. Short notice double shift extension – where an employee is rostered on a shift and, during that shift, is asked and agrees to work the next shift in full then, instead of receiving a call back allowance, the employee will be paid at a rate of T1.25 for the second shift.
 - g. Employees claiming a call back must record on their timesheet, the date and time they were notified of the shift to enable the payment to be approved. The timesheet must also be signed by the person making the call back request.
 - h. Community Based Support Workers are entitled to be paid a call back allowance in the circumstances described in paragraph a. but not a shift extension allowance in the circumstances described in paragraphs d., e., and f.
- **ON CALL ALLOWANCE:**
 - a. **Registered Nurses:** An allowance of \$8.00 per hour will be paid to employees who are on-call as telephone support advice.
 - b. **Maintenance:** An allowance of \$33.50 gross will be paid to employees who are on call as telephone support advice. This allowance will be paid for the period the employee is on call and is not paid relative to the actual hours for which the cover is provided. Each period will not exceed 24 hours unless otherwise a new on-call period will commence.
 - **BUDDY ALLOWANCE:** A buddy is where an existing staff member is tasked with orientating a new staff member, that the buddy person be identified in advance of the shift commencing, the designated buddy be paid \$1 per hour additional to their ordinary hourly rate. The number of buddy hours made available to each new employee is at the discretion of management on an “as needed” basis. Only one person is designated as the buddy on such shifts. To avoid doubt, when a Community Based Support Worker is tasked with orientating a new staff member the Support Worker is eligible for the buddy allowance.

LOADINGS



WEEKEND LOADING – the payment for working weekend hours as defined in clause 1.6.23 is listed separate in the collective agreement

Note: The weekend loading for cooks, cleaners, kitchen hands, caregivers and maintenance staff only, will be maintained at .80 cents per hour.

NIGHT SHIFT LOADING – The payment for working night shifts hours as defined in clause 1.6.20 is listed separately in the collective agreement.

OTHER MATTERS

Nothing in this collective agreement prevents the Employer and an employee from negotiating a rate of pay greater than the rates set out above.

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