



Christchurch  
Methodist Mission



TŌPŪTANGA  
TAPUHI  
KAITIAKI O AOTEAROA

**CHRISTCHURCH METHODIST MISSION**  
**WESLEYCARE HOME AND HOSPITAL**  
**COLLECTIVE EMPLOYMENT AGREEMENT**  
*20 October 2019 TO 19 OCTOBER 2020*

### Our Mission

To promote and enhance the dignity of all people through:

- Providing compassionate care, support and empowerment of those most vulnerable in our community
- Building communities, neighbourhoods and a wider society that are fair and inclusive
- Challenging injustice and working for social transformation

*Christchurch Methodist Mission*



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**METHODIST MISSION CHRISTCHURCH**  
**WESLEYCARE HAREWOOD HOME AND HOSPITAL**  
**COLLECTIVE EMPLOYMENT AGREEMENT**

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**PART I - PREAMBLE**

**1. PARTIES**

- (a) The parties to this agreement are the Christchurch Methodist Mission (CMM) and NZ Nurses Organisation (NZNO).
- (b) “New employees engaged in work described in Clause 2 will be offered the terms and conditions of this collective agreement for the first 30 days of their employment.”
- (c) The Mission shall where requested in writing by employees, deduct and remit fees, not less frequently than three monthly, to the NZ Nurses Organisation.

**2. COVERAGE CLAUSE**

This agreement shall cover employees who are members of the New Zealand Nurses Organisation and who are engaged within the classifications provided for in Appendix 1 C of this agreement.

**3. TERM OF AGREEMENT**

This agreement shall come into force on 20 October 2019 and shall expire on 19 October 2020.

**4. OBJECTS**

- (a) This agreement expresses the terms of employment in full; no representations, undertakings or other arrangements will be recognised as a term of this agreement.
- (b) This agreement applies to WesleyCare as aged care operations of the Mission and to employees engaged in any of the classifications of work prescribed in Appendix I.

**5. NEW EMPLOYEES**

- (a) The Mission shall introduce all new employees to the NZNO and other union delegates in the workplace.

In every case the delegates and employee will make appropriate arrangements with their respective managers/supervisors to allow the provision of this clause to operate. If any problem arises in the implementation of this clause, the CMM will contact NZNO officials to discuss the matter.

- (b) The CMM Human Resources Policy and Procedures Manual sets out the CMM policy of staff training and orientation.

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## **PART II - TERMS AND CONDITIONS**

### **6. CONFIDENTIALITY**

- (a) The Mission shall not divulge or communicate any confidential information relating to an employee other than to a person lawfully authorised to receive such information.
- (b) The employee shall not divulge or communicate any confidential information of the Mission or connections of the Mission, or of persons in the Mission's care, except to such persons or agencies lawfully entitled to receive such information.

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

- (a) The Mission in accordance with the following provisions shall determine hours of employment for respective employees:
  - (i) The ordinary hours of work shall not exceed 40 hours per week or 8 hours per day. Provided that the Mission and an individual employee may agree, in writing, to vary the ordinary hours of work.
  - (ii) Ordinary hours shall be worked within a span of 12 hours from time of commencement. Where the ordinary hours of the employee are not continuous except for the periods of refreshment and meal breaks, the Broken Shift Allowance specified in Appendix 1 shall be paid.
  - (iii) An employee's two days off shall be consecutive unless mutually agreed otherwise in writing.
  - (iv) Rosters will be available for employees, other than casuals, a fortnight in advance of their commencement. Once posted, rosters will not be changed without agreement between the Mission and the employees concerned with the change.
  - (v) Rostered ordinary duties shall be separated by a period of at least nine consecutive hours except in circumstances where an employee requires a variation in writing and the Mission agrees.
  - (vi) Before considering recruitment of new staff the Mission undertakes to invite all existing permanent staff to apply for any relieving, or new work which becomes available. The selection process will be handled in a fair and equitable manner.
  - (vii) Where staff are required to attend compulsory or in-service training, such hours shall be paid at ordinary time rates.
  - (viii) Where practicable, additional work will be offered to existing employees before bureau are employed. This work will be offered in the first instance to those employees who work less than 40 hours per week.
- (b) **Penalty Payments Relating to Ordinary Hours**
  - (i) Where an employee's whole ordinary duty falls within the hours of 9.00 pm on one day and 8.00 am the following day, she/he will be entitled to the appropriate night duty allowance specified in Appendix I.
- (c) **Overtime**
  - (i) Subject to the proviso in sub clause (a)(i), overtime is time worked in excess of eight hours per day or 40 hours per week.

- (ii) Overtime will be calculated on a daily basis.
  - (iii) Overtime will be paid at the normal hourly rate increased by 30%.
  - (iv) No overtime shall arise out of an arrangement made between individual employees. All interchange of duties shall be subject to approval by the management.
  - (v) Subject to the proviso (a)(v) when an employee works so much overtime between the ordinary hours of successive duties that she/he has not had a period off duty of at least nine hours, overtime shall be paid for all hours worked until a period of nine hours off duty is allowed.
  - (vi) Where practicable, all overtime will be offered to existing employees before bureau are employed.
- (d) **Meal and Rest Breaks**
- (i) A paid refreshment break of ten minutes shall be allowed when an employee works more than two hours but not more than four hours.
  - (ii) A meal break of at least half an hour, but in no case greater than one hour, shall be allowed when an employee works continuously for more than four hours but not more than six hours. Notwithstanding, the employee and employer may agree as to the timing of the meal break.
  - (iii) A second paid refreshment break of ten minutes shall be allowed when an employee works more than six hours but not more than eight hours.
  - (iv) When an employee works more than eight hours, meal and refreshment breaks as prescribed in sub clause (i), (ii) and (iii) shall be taken as if the employees work period started at the end of the eighth hour.
  - (v) Meal and refreshment breaks shall be allowed at times which enable work to proceed with minimum interruption and they may be varied as to timing or staggered amongst a work group as a supervisor may direct.
  - (vi) Where the supervisor determines that an employee cannot be released for a meal break she/he shall be entitled to consume a meal without deduction from pay during paid duty hours but shall remain responsible for matter requiring attention.
  - (vii) The employer shall provide tea, coffee, milk and sugar to all employees.
- (e) **Timekeeping**
- (i) Employees will accurately record hours worked and absences.
  - (ii) Employees shall notify his/her manager or a supervisor, prior to their commencement, of their intended absence; provided that where this is not practical the employee shall notify as soon as she/he is able.

**8. CLASSIFICATION OF EMPLOYEES****(a) Nature of Employment**

- (i) "**Full Time Employees**" are those employees who work no less than 37.5 hours per week on a permanent basis.
- (ii) "**Part Time Employees**" are employees who work less than 37.5 hours per week on a permanent basis. They usually work for a set number of hours.
- (iii) "**Casual Employees**" are employees who are employed as required and not on a regular basis.

In the case of part-time and casual employees, a minimum payment of three hours for each day of engagement will be available unless mutually agreed otherwise between employer and employee.

**(b) Occupational Classifications and Duties**

Notwithstanding their respective classification, the employees may be required to undertake any other duties appropriate to their position that they are lawfully permitted to perform.

**9. NO PASS ON PROVISION (new clause)**

The employer agrees not to pass on to non-NZNO members terms or conditions that are the same or substantially the same as those contained in this collective agreement with the intent of undermining the collective agreement and if the effect is to undermine the collective agreement. The employer and non-NZNO members shall individually negotiate their terms and conditions of employment and the negotiated provisions shall take effect from the conclusion of such individual negotiations.

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## PART III - WAGES

### 10. WAGES

(a) Subject to 10(b) the employees shall receive the rates set out in Appendix 1

(b) The employees named in Appendix 2 will receive the rates set out in Appendix 2

#### (a) Payment of Wages

(i) Wages will be paid fortnightly by direct credit to an employee's account not later than Wednesday immediately following the end of the pay period except where both the intervening Monday and Tuesday are public holidays. In this event, wages will be paid no later than the Thursday after the end of the pay period.

(ii) Employees will be provided with a wages slip detailing the calculation of his/her earnings and deductions made.

(iii) At the time of termination employees shall be paid on the last day of work with the following exceptions:

(a) Where an employee ceases work outside of normal office hours the employee will be paid when the office next opens; or

(b) Where an employee fails to give the required notice, payment shall be made within three bank working days.

(iv) The payment of final wages, on termination, is subject to the employee returning all keys, uniforms and equipment items in their possession supplied by the Mission.

#### (b) Deductions From Wages

(i) Deductions may be made from an employee's wages for time absent from work due to an employee's unpaid absence, where the employee has been overpaid, or to deduct residual value (calculated at the initial value reduced by 1/12<sup>th</sup> for each complete month which has elapsed since time of issue) of unreturned property of the Mission. The employee will be consulted beforehand as to the amount and the intended method of recovery.



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## **PART IV – AMENITIES / MEALS AND UNIFORMS**

### **11. AMENITIES, MEALS AND UNIFORMS**

#### **(a) Amenities for Staff in Residential Facilities**

- (i) Suitable facilities for changing shall be provided.
- (ii) A secure cupboard for safekeeping of employee's personal belongings while on duty shall be available.

#### **(b) Refreshments**

Tea, coffee, milk and sugar shall be available at authorised breaks without charge to employees.

#### **(c) Uniforms and Clothing**

- (i) Where the Mission requires uniforms or other special clothing to be worn, these items shall be supplied by the Mission on a fair wear and tear basis. The Mission shall pay an allowance as specified in Appendix I until the provision of suitable uniforms is arranged. All items supplied remain the property of the Mission.
- (ii) Protective clothing and gloves shall be made available as necessary if the nature of the work so requires.
- (iii) Unserviceable items must be returned to the Mission prior to the issue of a replacement item.
- (iv) The employee is obliged to wear footwear and hosiery acceptable to the Mission when on duty.

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## PART V - LEAVE

### 12. PUBLIC HOLIDAYS

- (a) (i) The employees shall be entitled to the public holidays provided for in the Holidays Act 2003 or such other alternative days to be substituted for those days where the employer requires the employee to work on a public holiday.
- (ii) The public holidays over the Christmas and New Year period continue to have special arrangements but the Holidays Act 2003 changes the previous arrangement. Should Christmas Day, Boxing Day, New Year's Day and/or 2<sup>nd</sup> January fall on a Saturday and/or Sunday in any year, such holidays shall be observed as follows:
- where Saturday and/or Sunday are normal working days for an employee, Christmas Day, Boxing Day, New Year's Day and/or 2<sup>nd</sup> January shall not be transferred to the Monday and/or Tuesday.
  - where Saturday and Sunday are not normal working days for an employee, these public holidays will be transferred to Monday and/or Tuesday.
- (b) Where the employee's shift or duty extends across two calendar days, e.g. in the case of a night shift, the public holiday will be recognised and observed on the calendar day in which the majority of hours are worked. For further clarification, the whole shift or hours worked will be paid at time and a half and the employee will be entitled to an alternative day with pay at the relevant daily pay.
- (c) Employees who work on public holidays shall be paid as follows:
- (i) 25<sup>th</sup> December, 1<sup>st</sup> January - double time for hours worked and an alternative day.
- (ii) All other holidays – at time and a half for hours worked and an alternative day.
- (d) Where an employee is rostered to work on a holiday and wilfully defaults the employee shall not be entitled to any payment.
- (e) For the purposes of clarification, no time worked on any such holiday shall be paid for at greater than double time.
- (f) Where one of the statutory holidays specified in subclause (a) falls on a day off of a five day employee, such employee shall be paid for that day at ordinary time rates.
- (g) An alternative holiday must be taken in accordance with the Holidays Act 2003 and its amendments.

### 13. ANNUAL LEAVE

- (a) The Employee is entitled to four weeks' annual leave which, except as otherwise provided in this agreement, shall be taken in accordance with the Holidays Act 2003 (or any Act which alters, amends or is in substitution for that Act).
- (b) The Employee will take his or her annual leave within twelve months of the date on which it becomes due unless a prior arrangement is made with the Mission.
- (c) The Employee will take his or her annual leave at a time that has regard for the Employee's need for rest and recreation but also at a time suitable to the work

requirements of the Mission (with the Mission's consent to a request to take leave not to be unreasonably withheld), or failing agreement, at times to be fixed by the Mission in accordance with the Holidays Act 2003. .

- (d) The employee by agreement with the Mission may take part of any year's annual leave entitlement before the Employee becomes entitled. Such leave shall not be unreasonably requested nor agreement unreasonably withheld.

#### **14. LONG SERVICE LEAVE**

- (a) An employee shall be entitled to special holidays as follows:
- (i) One special holiday of one week on the **anniversary of five years continuous service**, such holiday to be taken before the next special holiday under this clause falls due.
  - (ii) One special holiday of two weeks on the **anniversary of ten years continuous service**, such holiday to be taken before the next special holiday under this clause falls due;
  - (iii) One special holiday of one week on the **anniversary of fifteen years service**, such holiday to be taken before the next special holiday under this clause falls due. This clause will be effective from 1 January 2008. Only employees whose anniversary of 15 years service falls after 1 January 2008 will be entitled to this long service leave.;
  - (iv) One special holiday of two weeks on the anniversary **of twenty years continuous service**, such holiday to be taken before the next special holiday under this clause fall due;
  - (v) One special holiday of three weeks on the anniversary **of thirty years continuous service**.
- (b) All such special holidays provided for in subclause (a) of this clause shall be paid at the Employee's ordinary time rates and may be taken in one or more periods and at such time or times as may be agreed by the Mission and the Employee;
- (c) If the Employee, having become entitled to a special holiday, leaves his or her employment before such holiday has been taken, he or she shall be paid in lieu thereof.
- (d) The entitlement set out in sub-paragraph (a) above is a policy of the Mission and is not a requirement of the Holidays Act 2003.

#### **15. BEREAVEMENT LEAVE / TANGIHANGA LEAVE**

- (a) Three days' paid leave shall be granted, on the death of any of the Employee's spouse, child, parent, sibling, parent-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, step parent, step child, step brother, step sister, grandchild or in any special case or where the Employee is responsible for making funeral arrangements. Spouse includes a de facto relationship or same sex partner.
- (b) The Mission may grant one day's paid leave upon the death of another person with whom the Employee has a close relationship, if the Mission accepts the fact that the Employee has suffered a bereavement. Relevant factors include closeness of association, significant responsibility for arrangements and any cultural responsibilities.

**16. PARENTAL LEAVE**

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

**17. JURY SERVICE**

- (a) Where an employee is obliged to undertake jury service, the difference between the fees, (excluding reimbursing payments) if any, paid by the Court and the employee's ordinary rate of pay shall be made up by the Mission, provided that the employee produces the Court Expenses Voucher to the Mission and returns to work immediately on any day he/she is not actually serving on a jury.
- (b) These payments shall be made for up to a maximum of five ordinary working days in respect of each separate period of jury service.

**18. PROFESSIONAL DEVELOPMENT AND TRAINING**

The parties to this agreement record their intention that staff be given reasonable opportunity to undertake courses of study or training relevant to their employment. Leave, with or without payment, may be approved as deemed appropriate by the Mission.

**(a) Training for Care and Support Workers.**

The Employer will ensure that care and support workers are able to attain:

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

Support to attain these qualifications shall include paying 50% of training course fees upfront and reimbursement of the remainder of the training course fees upon completion of the training course within an agreed timeframe, providing 2 days of paid study leave per year and providing access to supervisors and assessors where reasonably practicable.

**(b) Professional Development for Registered Nurses and Enrolled Nurses** The employer and employee are committed to staff education and development. Employees will be actively encouraged to attend educational courses relevant to their professional/educational development and of benefit to the employer.

The employer shall grant professional/educational development leave of up to 24 hours per calendar year for full time employees (pro-rated to no less than 8 hours per calendar year for part time employees). This leave is to enable employees to prepare a portfolio, complete qualifications, and to attend training relevant to their professional/educational development and relevant to the employer. Prior approval of the employer must be obtained. The approval of the employer shall not be unreasonably withheld.

An employee may take leave on pay to attend National Meetings or Seminars of Section Groups and/or Colleges of the NZNO. This leave may be charged against the professional/educational development leave as specified in sub clause 12.1. Prior approval of the employer must be obtained. The approval of the employer shall not be unreasonably withheld.

All of the employee's normal working hours absent from the practice for professional/educational development including travel time will be a claim against the hours as specified in sub clause 12.1.

For those employees where superior entitlements exist, such entitlements shall be retained by the individuals concerned.

Paid meetings to meet organisational and service requirements not otherwise addressed in this clause (including staff meetings and training not related to the employee's occupation) shall be granted in addition to the above provisions.

Professional/educational development leave will be granted at T1 rate and shall not accumulate from one year to the next.

Where an employer requires an employee to attend professional/educational development, whether the employee is scheduled to work or not for the time of the leave, the employee shall be granted paid leave as per sub clauses 12.1, 12.3 and 12.6.

- (c) The Employer will reimburse RNs and ENs for the cost of renewing their Annual Practising Certificate upon documented confirmation of their new certificate being approved.

## **19. SICK LEAVE**

- (a) After completing six months' continuous service with the Mission, the Employee shall be entitled to take up to a maximum of ten days paid sick leave during each further twelve month period of continuous employment. Sick leave may be taken where:
  - (i) The Employee is sick or injured;
  - (ii) The Employee's spouse or a person who depends on the Employee for care is sick or injured.
- (b) Unused sick leave may be carried over for use in any subsequent twelve month period of employment to provide a maximum of forty days current entitlement in any year.
- (c) The Employee must notify the Mission of his or her intention to take sick leave as early as possible before the Employee is due to start work on the day that is intended to be taken as sick leave. Only in exceptional circumstances shall notice be given after the time for commencement of duty. The Employee shall endeavour to notify the Mission as soon as possible when a return to work is likely.
- (d) For any absence due to sick leave for a period of three or more consecutive calendar days, proof of sickness or injury may be required by the Mission. If the Employee is required to provide proof of sickness or injury and fails to do so, the Mission is not required to pay the Employee for the sick leave until the Employee provides the required proof.
- (e) If the Employee has exhausted his or her sick leave entitlement, the Mission may agree to the Employee taking annual holidays as sick leave.
- (f) The Mission shall be entitled to make a rateable deduction from the remuneration of the Employee for time lost through sickness (other than approved sick leave). The Employee is not entitled to be paid for any accrued sick leave that has not been taken upon termination of employment.
- (g) Sick leave entitlement on a public holiday when rostered to work shall be paid for in accordance with the Holidays Act 2003 and any subsequent amendments.

- (h) An employee, who is sick on public holiday being a day which would otherwise be their working day, will be paid at ordinary rates, with no deduction from their sick leave entitlement.
- (i) When an Employee contracts an infectious disease, as defined in the first schedule of the Health Act 1956, due to contact with a sufferer of the disease at WesleyCare and has received a doctors certificate (where possible and appropriate) to confirm this diagnosis, special paid leave of up to five (5) days in any one year shall be allowed for the period of the infection.
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## **PART VI – POLICIES AND PROCEDURES/CODE OF CONDUCT**

### **20. OBLIGATION**

All employees covered by the Collective agreement will adhere to Christchurch Methodist Mission's policies and procedures and Code of Conduct. Christchurch Methodist Mission reserves the right to update these Policies and Procedures, in consultation with staff, except in the case where changes are required by legislation, in order to maintain ethical and good work practices and to ensure the safety of both residents and employee's of Christchurch Methodist Mission.

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## **PART VII - HEALTH AND SAFETY/SEXUAL HARASSMENT**

### **21. HEALTH AND SAFETY**

For further information refer to the Christchurch Methodist Mission Human Resources Policy and Procedure Manual. For the legislative requirements refer to the Health and Safety in Employment Act.

### **22. SEXUAL HARASSMENT**

For further information refer to the Christchurch Methodist Mission Human Resources Policy and Procedure Manual. For the legislative requirements refer to the Human Rights Act.

## **PART VIII - DISCIPLINARY PROCEDURES/TERMINATION**

### **23. TERMINATION OF EMPLOYMENT**

- (a) The Mission shall follow the Procedures set out in Appendix 3, subject in every case to the relevant provisions of the Employment Relations Act 2000, where alleged misconduct, serious misconduct or unsatisfactory performance (as contained in the mission Code of Conduct) comprises grounds for disciplinary action.
- (i) This section shall apply to all contractual and/or Board policy in force from time to time.
- (ii) Each employee shall be supplied with
- \* A copy of the Mission Code of Conduct Document
  - \* A copy of Board policy relevant to and associated with the Code of Conduct
  - \* Employees shall acknowledge receipt of the Code and Policy material issued to them.
- (iii) As a good employer, the Mission shall consult with staff representatives on all proposed policy changes affecting employees, prior to changes becoming effective and being issued.
- (b) This employment may be terminated by the Employee giving two weeks' notice in writing. If the Employee fails to give two weeks' notice then he or she will forfeit the normal wage equivalent to any shortfall.
- (c) The Mission may terminate employment by giving two weeks' notice in writing for misconduct or unsatisfactory work performance after following the procedures set out in Appendix 3. The Mission may make a payment in lieu of working out the period of notice.
- (d) Notwithstanding the above clause the Mission may summarily dismiss the Employee for serious misconduct, or wilful misconduct.

### **24. SUSPENSION**

The Mission may suspend the employee on pay while conducting investigation into alleged misconduct. Prior to making a decision to suspend, the employee would be given an opportunity to seek representation and discuss the suspension. *(for further information refer to the CMM Human Resources Policy and Procedure Manual)*

### **25. ABANDONMENT**

If the Employee is absent from work for a continuous period of three working days or more without the consent of the Mission, or without notification to the Mission and without reasonable cause, he or she is deemed to have abandoned his or her employment.

### **26. TERMINATION ON MEDICAL GROUNDS**

- (a) The Mission may terminate employment by giving such notice as it considers necessary (but being not less than two weeks) if as a result of any mental or physical illness, or incapacity, the Employee is incapable of performing his or her duties.
- (b) Before terminating the employment relying on the above clause, the Mission will request that the Employee undergo a medical examination by a registered medical practitioner, at its expense, and will take into account any reports or recommendations made available.

- (c) The contents of any reports or recommendations received by the Mission will be confidential to the Mission and the employee.

**27. OBLIGATIONS ON TERMINATION**

- (a) Upon termination of employment the Employee will immediately:
- (i) Return to the Mission all of the Mission's property and records (of whatever type) including but not limited to any documents or other things containing or relating in any way to confidential information which is in the Employee's possession or under his or her control. This also includes all passwords, entry codes and keys.
  - (ii) Repay any loans made to the Employee by the Mission.

**28. REDUNDANCY**

- (a) Redundancy occurs where the Employee's position has, or will, become surplus to the Mission's requirements. Where possible every endeavour shall be made to enable mutually agreed redeployment. A redundancy does not arise where the Mission sells, transfers, or leases its business, merges or amalgamates with any other company where the Employee is offered ongoing employment by the purchaser, transferee or lessee of the business on the same or substantially similar terms and conditions.
- (b) Where, following consultation with the Employee, the Mission decides redundancy is necessary, it shall give four weeks' notice to the Employee, or at its election make a payment in lieu of the whole of the part of that notice. Where the Employee is made redundant he or she will be entitled to receive redundancy compensation at the rate of four weeks for the first complete year of permanent employment plus one week for each subsequent year up to a maximum of ten weeks' average remuneration payment.
- (c) Redundancy compensation for the employee employed under the collective agreement in effect prior to 21<sup>st</sup> October 2006 will not be limited by the maximum defined by clause 28 (b).
- (d) Complying with this redundancy clause is full compensation for redundancy and the Employee shall not be entitled to any further compensation.

**29. CERTIFICATE OF SERVICE**

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



## PART IX - UNION MATTERS

**30. UNIONS**

Christchurch Methodist Mission positively affirms the role of unions. The Union may visit staff members at Christchurch Methodist Mission during normal working hours.

**31. ACCESS TO THE WORKPLACES**

The NZNO shall exercise its right of access in consultation with the Manager of WesleyCare at times that cause minimal disruption to the duties of its members.

Access shall be exercised:

- (i) at reasonable times
- (ii) In a reasonable way, having regard to normal business operations in the workplace;
- (iii) In compliance with existing reasonable procedures safety and health and security.

Any dispute over rights of access shall not be discussed or contested in the presence of members of the public or clients that CMM serves.

**32. EMPLOYEE REPRESENTATION**

The Mission shall give recognition to an employee who is elected by the staff members as an employee representative or delegate for the Union and its members.

It is seen as desirable by all parties to this Agreement that wherever any question, problem or dispute arises, the employee representative/delegate shall first approach the Christchurch Methodist Mission so that an attempt may be made to resolve the question, problem or dispute at that point. The Christchurch Methodist Mission shall grant the employee representative/delegate reasonable paid time for this purpose.

- (a) Paid time off (at ordinary rate) shall be allowed for NZNO delegates to attend meetings with management, consult with NZNO members, other NZNO delegates and NZNO officials, and to consult and discuss issues such as management of change and staff surplus, provide employee representation and education around the collective agreement.
- (b) Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.
- (c) The amount of paid time off and facilities provided shall be sufficient to enable delegates to give adequate consideration to the issues in the workplace.

**33. EMPLOYEE'S MEETINGS**

During each 12 month term of this agreement, employees shall be entitled to four hours leave, without loss of ordinary pay to have up to four meetings for the purposes of discussions concerning reviews to the rates in Appendix I, provided that each of the following conditions are first agreed and fulfilled:

- (a) The date, time and place of the meeting shall be agreed with the Mission and the employees; and
- (b) Normal duties will resume immediately at the conclusion of the meeting; and

- (c) Only those employees attending the meeting during their ordinary hours of duty will be entitled to payment; and
- (d) Satisfactory arrangements shall be made between the Mission and the employees for the maintenance of essential services; and
- (e) Those employees who may have appointed an authorised representative shall be entitled to request the attendance of their representative.

**34. EMPLOYMENT RELATIONS EDUCATION LEAVE (EREL)**

The employer shall grant leave on pay for employee's party to this collective agreement to attend courses authorise by NZNO to facilitate the employee's education and training as employee representatives in the workplace.

<b>FTE eligible employees as at 1 March each year</b>	<b>Maximum number of days of employment relations education leave that we are entitled to allocate as a union</b>
<b>1 – 5</b>	<b>3</b>
<b>6 – 50</b>	<b>5</b>
<b>51 – 280</b>	<b>1 day for every 8 FTE eligible employees or part of that number</b>
<b>281 or more</b>	<b>35 days plus 5 days for every 100 FTE eligible employees or part of that number that exceeds 280</b>

1. For the purposes of this clause, calculating the number of full-time equivalent eligible employees employed by an employer –
    - 2.1 an eligible employee who normally works 30 hours or more during a week is to be counted as 1;
    - 2.2 an eligible employee who normally works less than 30 hours during a week is to be counted as one-half.
  2. The NZNO shall send a copy of the programme for the course and the name of employees attending at least 14 consecutive days prior to the course commencing.
  3. The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.
-

## PART X – EMPLOYEE PROTECTION PROVISION

### 35. EMPLOYEE PROTECTION

The following provisions apply when the Employer's business is to be restructured and work performed by any or all employees covered by this Collective Agreement is to be performed for a new employer.

Definitions:

For the purposes of these provisions, 'affected employee', 'restructuring' and 'new employer' shall have the same meaning as in s69B and s69L of the Employment Relations Amendment Act (2006).

- (a) On entering discussions or negotiations with a new employer, before any contractual obligations are finalised, the affected employees and NZNO will be consulted. When consulting with the applicable unions, the employer will provide the unions with relevant information about the general nature of the restructuring proposal and details of how it is likely to impact on the affected employees, including the timing of the negotiations and of the implementation of any transaction with the new employer.
  - (b) Employees will be given a reasonable opportunity to exercise their right to elect to transfer to the new employer, or not to transfer, in accordance with s69D and s69O of the Act.
  - (c) Reasonable conditions may be imposed on the disclosure and/or circulation of commercially sensitive information.
  - (d) As a condition of sale or transfer of all or part of the employer's business, the new employer shall offer affected employees ongoing employment, carrying out the same duties that they were performing before the sale or transfer and on the same or substantially similar terms and conditions of this Collective Agreement, including recognition of service and service related benefits.
  - (e) On and from the date on which employees covered by this Collective Agreement become an employee of the new employer, the new employer shall become a party to this Collective Agreement but only in relation to, and for the purposes of, those employees (s69H).
  - (f) Employees who elect to transfer to the new employer on the same or substantially similar terms and conditions shall not be entitled to redundancy compensation from Christchurch Methodist Mission, the previous employer. If these employee's positions are subsequently made redundant by the new employer for reasons relating to the restructuring, they will be entitled to redundancy compensation in accordance with this Collective Agreement.
  - (g) Employees who elect not to transfer, and have been offered the same or substantially similar terms and conditions, shall not be entitled to redundancy compensation in accordance with this collective agreement.
-

## PART XI - EMPLOYMENT RELATIONSHIP PROBLEMS


36.

### EMPLOYMENT RELATIONSHIP PROBLEMS

Annexed to this agreement, Appendix 2, is information about resolving employment relationship problems and a plain English explanation of the services available for resolution of these and other disputes. Should you have an employment relationship problem, the Mission encourages you to bring it to the Mission's attention immediately as the Mission is committed to resolving any disputes which may arise as early as possible.

## PART XII – SIGNATORIES

  
 For and on behalf of \_\_\_\_\_ Jill Hawkey  
 Christchurch Methodist Mission Executive Director

Dated at Christchurch this 14 day of November 2019 

  
 For and on behalf of: \_\_\_\_\_ Helen Kissell  
 New Zealand Nurses Organisation Organiser

Dated at Christchurch this 29 day of November 2017

## APPENDIX 1 WAGE RATES AND ALLOWANCES

### A. RATES OF REMUNERATION

Rates of remuneration shall be determined in accordance with the following definitions and scales. Allowances are payable in terms of the provisions of the relevant clause detailing qualification for payment.

### B. DEFINITIONS

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

"**Hourly Rate**" means 1/40th of the relevant weekly rate and "**pro-rata the weekly rate**" shall be a calculation based on the hourly rate.

"**Relevant Daily Pay**" has the meaning attributed to it by the Holidays Act 2003 and any subsequent amendments.

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

"**Night Shift**" means a duty or shift commencing at or after 9.00 pm and concluding at or before 8.00 am on the following day.

"**Hospital Duty Leader**" means a staff nurse or senior staff nurse designated as such in the absence of a charge nurse or more senior nurse on duty in a hospital

"**Call In**" means when an employee is requested to work an unscheduled shift within four hours of the start time of the duty or after 9:00pm the previous day.

### C. OCCUPATIONAL CLASSIFICATIONS

"**Enrolled Nurse**" means a person whose name is on the roll in New Zealand as an enrolled nurse who holds a current annual practising certificate and works under the supervision of a registered nurse.

"**Registered Nurse**" means a person who is registered in New Zealand as a nurse and holds a current annual practising certificate.

**"Charge Nurse/Clinical Nurse Manager"** is a registered nurse in a hospital who holds a current annual practising certificate, who is appointed to be in charge of nursing staff employed therein and responsible for the on-going allocation of work and the supervision of nursing staff employed thereon.

**"Cook"** shall mean an employee wholly or substantially engaged in the preparation and cooking of meals.

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

**"Health Care Assistant"** shall refer to an employee wholly or substantially engaged in assisting older persons, residents or patients in their activities of daily living and such other attendant duties as required including aiding nurses in medical/nursing aspects of care.

**"Administration Service Worker"** shall refer to an employee wholly or substantially engaged in general administration

**"Physiotherapy Assistant"** shall refer to an employee who is engaged in carrying out duties as directed by a Physiotherapist

**"Diversional Therapist/Activities Co-ordinator"** means a person who works to promote the quality of life of all residents. Their work includes assessing residents and providing a variety of activities which caters to the resident's needs.

**ALLOWANCES**

<b>Call in Allowance</b>	\$15.00 per shift
<b>Broken Shift/Duty</b>	\$7.30 per shift/duty
<b>Night Shift/Duty</b>	\$12.00 per full night shift
<b>Hospital Duty Leader</b> [Staff/Senior Staff Nurse Only]	\$1.23 per hour
<b>Uniform Allowance</b>	66 cents per day worked until uniforms are provided.
<b>Weekend Loading</b>	<p>A 30% loading on the hourly rate will be paid to employees not covered by the Care and Support (Pay Equity) Settlement Act 2017, working between commencement of Friday night shift and completion of Sunday pm shift.</p> <p>For employees covered by the Care and Support (Pay Equity) Settlement Act 2017 the weekend rate is \$5.00 per hour except Healthcare Assistants, 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 \$5.00 per hour which will continue to be paid at that higher rate.</p>
<b>Qualification Allowance</b>	<p>The following allowances are available for Service Workers only: 50 cents per hour for initial certificate and 30c for each subsequent completed course of the following: The relevant NZQA qualifications.</p>

**RATES**

Every 12 months at the anniversary of employment, workers will progress to the next highest step

\* Includes 30% weekend loading

	20/10/19- 19/10/20	weekend
<b>Cooks</b>		
Step 1	\$20.14	\$26.18
Step 2	\$20.94	\$27.22
Step 3*	\$21.70	\$28.21
<b>Service Workers</b>		
Step 1	\$18.65	\$24.25
Step 2	\$19.28	\$25.06
Step 3	\$20.00	\$26.00
<b>Enrolled Nurse</b>		
Step 1	\$25.75	\$33.48
Step 2**	\$27.00	\$35.10
<b>Registered Nurses</b>	From 19 October 2018****	
Step 1	\$27.50	\$35.75
Step 2	\$28.50	\$37.05
Step 3	\$30.50	\$39.65
Step 4	\$32.50	\$42.25
Step 5	\$33.40	\$43.42

**\*Cook Step 3** This is a new step from 20 October 2017 for Cooks who hold a NZQA Level 3 qualification in Cookery.

**\*\*Enrolled Nurse Step 2**

Access to step 2 is after 3 years' service with Wesley care and the employee must have additional responsibility e.g. shift leader or Rest Home Leader

**\*\*\* Registered Nurse Progression**

Progression will be by annual increments at anniversary date based on satisfactory performance which will be assumed to be the case unless the employee is otherwise advised.

**\*\*\*\* Translation to new step scale for RNs:** RNs who have been on Merit Step (Step 4) for more than twelve months will move to Step 5 from 20 October 2019. RNs who have been on Step 4 for less than 12 months will move at their next anniversary date.



**Healthcare Assistants, Physiotherapy Assistants and Diversional Therapists/Activities Co-ordinator.**

<b>Hourly Rates for Staff Engaged before 1 July 2017</b>			
<b>Employee's Qualification or Continuous Length of Service with Employer</b>	<b>1 July 2017 to 30 June 2018</b>	<b>1 July 2018 to 30 June 2019</b>	<b>1 July 2019 to 30 June 2021</b>
No relevant qualification or less than 3 years	\$19.00	\$19.80	\$20.50
Level 2 qualification, or 3 years or more but less than 8 years	\$20.00	\$21.00	\$21.50
Level 3 qualification, or 8 years or more but less than 12 years	\$21.00	\$22.50	\$23.00
12 years or more, if * applies	\$22.50	\$23.50	\$24.50
Level 4 qualification, or 12 years or more, if * does not apply	\$23.50	\$24.50	\$25.50
* This applies to a caregiver staff if: <ul style="list-style-type: none"> <li>a) the employee commenced employment with the employer on or after 1 July 2005; and</li> <li>b) the employee has not attained a level 4 qualification; and</li> <li>c) the employee's employer has provided the support necessary for the employee to attain a level 4 qualification.</li> </ul>			

<b>Hourly Rates for Staff Engaged on or after 1 July 2017</b>			
<b>Employee's Level of Qualification</b>	<b>1 July 2017 to 30 June 2018</b>	<b>1 July 2018 to 30 June 2019</b>	<b>1 July 2019 to 30 June 2021</b>
No relevant qualification	\$19.00	\$19.80	\$20.50
Level 2 qualification	\$20.00	\$21.00	\$21.50
Level 3 qualification	\$21.00	\$22.50	\$23.00
Level 4 qualification	\$23.50	\$24.50	\$25.50

## APPENDIX 3 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

### 1. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

The Employment Relations Act 2000 describes an employment relationship problem as including:

- (a) A personal grievance;
- (b) A dispute; and
- (c) Any other problem relating to or arising out of an employment relationship (but not including any problem about negotiation of employment agreement).

#### (a) **Definitions**

The relevant definitions under the Act, which the employee will need to be aware of in the context of the resolution of employment relationship problems:

- Employment Relationship Problem – includes a personal grievance, a dispute, and any other problem relating to or arising out of an employment relationship, but does not include any problem with the fixing of new terms and conditions of employment (for example, bargaining or seeking a variation to an employment contract/agreement).
- Personal Grievance – means any grievance that an employee may have against his/her employer or former employer because of a claim that he/she had been unjustifiably dismissed (actually or constructively), disadvantaged in his/her employment by an unjustifiable action of the employer, discriminated against, sexually harassed, racially harassed or subject to duress in relation to membership/non-membership of a union.
- Dispute – is a dispute about the interpretation, application, or operation of an employment contract/agreement.

#### (b) **Mediation**

The Department of Labour operates a mediation service set up specifically to help resolve any employment relationship problems that may arise. The Employee or the Mission may contact the employment mediation service at the Department of Labour to request assistance.

#### (c) **Employment Relations Authority**

There is also a body called the Employment Relations Authority. The Authority has offices in Auckland, Wellington and Christchurch. The role of this Authority is to investigate employment problems which are referred to it by establishing the facts and then making a decision it considers to be fair, without regard to technicalities. In most instances the Authority will first insist that the Mission and Employees attempt to resolve the problem by attending mediation before the Authority will itself start to investigate the problem. If either the Employee or the Mission is dissatisfied with the Authority's determination of an employment relationship problem then it can be referred to the Employment Court for a formal hearing.

#### (d) **Personal Grievance Limitation Period**

Any Employee who wishes to raise a personal grievance must do so by notifying the Mission within 90 days, beginning with the date on which the action said to amount to a personal grievance occurred, or came to the Employee's attention, whichever is the later. After the 90 days, a personal grievance cannot be raised unless the Mission agrees or the Employment Relations Authority gives permission for the Employee to proceed with the personal grievance.

For personal grievances involving discrimination or sexual harassment, the Employee may be able to make a complaint to the Human Rights Commission, instead of filing a claim with the Employment Relations Authority.

## **2. STEPS TO HELP RESOLVE AN EMPLOYMENT RELATIONSHIP PROBLEM**

### **(a) First Step: Employer/Manager**

The employee should first take the Employment Relationship Problem to his/her (employer/manager). By doing this, it is hoped that the Employment Relationship Problem will be dealt with in a manner that is appropriate to both parties, with the emphasis on allowing the employee to continue on in employment having resolved his/her Employment Relationship Problem.

### **(b) Second Step: Mediation Service of the Department of Labour/Alternative Disputes Resolution**

If the employee's Employment Relationship Problem is not resolved to his/her satisfaction within a reasonable period of time of raising it, the employee or the employer may refer this to:

- (i) The Mediation Service of the Department of Labour. This is an informal institution that provides mediation services to employees and employers alike, or
- (ii) The parties may agree to an independent mediator, arbitration or alternative disputes resolution to help resolve the Employment Relationship Problem.

### **(c) Third Step: Employment Relations Authority**

If the Mediation Service of the Department of Labour, independent mediation, arbitration or alternative disputes resolution cannot resolve the employee's Employment Relationship Problem, then this can be referred through to the Employment Relations Authority. The Employment Relations Authority is an investigative body that has the role of resolving Employment Relationship Problems by establishing the facts and making a determination according to the substantive merits of the case, without regard to technicalities.

## APPENDIX 4 TERMINATION OF EMPLOYMENT

### TERMINATION OF EMPLOYMENT

#### 1. Investigation:

- (a) Prior to taking disciplinary action the Mission shall in every situation:
- meet with the employee to discuss the situation and allow the employee the opportunity to explain the situation.
  - investigate the situation, if necessary, taking into account the employee's response.
- (b) If, following the investigation, the Mission considers the employee's actions warrant disciplinary action; the Mission shall follow the appropriate procedure set out in this clause.
- (c) The Mission may suspend an employee on pay during any investigation in accordance with the clause. (Prior to making a decision to suspend, the employee would be given an opportunity to discuss the suspension).
- (d) The Mission encourages the employee to bring a support person to disciplinary meetings.

#### 2. Misconduct/Unsatisfactory Performance:

- (a) After carrying out an investigation as described in subclause (a) the Mission considers that the employee's actions constitute misconduct or the employee's performance is unsatisfactory, the Mission shall follow the procedure set out below:
- (b) On the occasion of the first warning the employee shall be advised of:
- the aspect of the behaviour or performance which is unsatisfactory
  - the consequences of continuing unsatisfactory behaviour or performance (on-going employment will be in jeopardy)
  - the actions to take to correct the problem, if applicable
  - the period allowed for an improvement
  - the first warning should also include any commitment that the employee is prepared to give to improve his/her conduct. A sample format is shown in the guidelines.
  - The details of the first warning shall be confirmed in writing.

Note: The object of the first warning is to correct the behaviour or performance and to avert in future more serious disciplinary action.

- (c) The Mission may determine that the employee's actions are such as to warrant the giving of a second warning in the first instance.
- (d) On the occasion of the second warning the procedure shall follow the manner of the first warning but in addition
- the employee shall be advised that continuing unsatisfactory performance or conduct may result in dismissal.
  - A reference to any previous relevant verbal warnings
  - The details of the second warning shall be confirmed in writing by the Mission.
- (e) Copies of all warnings must be given to the employee. A copy must be placed in the employee's personal file. A copy may be forwarded to the employee's representative organisation on request.
- (f) On the occasion of a third offence or continuing unsatisfactory performance the Mission may terminate the employee's employment by the giving of the required notice, in accordance with the applicable employment agreement.

- 3. Serious Misconduct:**
- (a) An employee may be dismissed without notice or payment in lieu thereof for serious misconduct in accordance with the provisions of this clause.
- (i) The employee shall be informed of the outcome of the Mission's investigation in accordance with subclause (1) of this clause.
- (ii) In circumstances where the Mission considers the employee's actions amount to serious misconduct the employee may be terminated without notice.
- (iii) Advice of dismissal shall be given by the employer and shall be given in the presence of a witness. The dismissal shall be confirmed in writing.

- 4. Witness/Representative:**
- (a) Where any disciplinary process is actioned, the employee has 24 hours to arrange to be represented if desired.
- (b) The unavailability of a particular person to act as representative shall not be used to frustrate the employer's right to proceed as necessary.
- (c) The employer may suspend an employee on pay during any investigation period.

- 5. Record of Disciplinary Action:**
- At each stage of the disciplinary procedure, a record is to be kept. This must be placed on the employee's personal file. A warning has a finite life, which will be advised at the time of issue. This will be for a minimum of six months but may extend to one year, depending on the seriousness of the offence. If the employee works out the specified period of the final notice without re-offending it will be deemed to be lapsed.
- Records normally include:
- signed copies of warnings;
  - record of the meeting with details of who was present, date, the situation, what took place and agreed actions.

- 6. Authority to Issue Warnings:**
- FIRST WARNING
- A Service Manager may give warnings to staff members who report to them.

SECOND WARNING

Human Relations Manager and other Service Managers are authorised to issue written warnings.

- 7. Rights of Appeal:**
- Staff who are the subject of disciplinary action may invoke the "Personal Grievance" provisions contained in their collective employment agreement or as under the Employment Agreement legislation.

Any staff member who considers he or she has received an unjustified or unfair warning or has been subject to unjustified disciplinary action may seek to have the matter reviewed by an appropriate manager.

**8. Dismissal Procedure:**

To terminate a person's employment, he/she should be informed that his/her employment is being terminated

- of the effective date of termination
- of the reasons for the decision (see below)

Written notice of termination must always be given by means of a letter to the employee and his/her representative organisation. The letter may be either handed to the employee or sent to the employee at his/her home address by registered mail or personal delivery. Letters should be mailed only if it is impractical to hand it to them personally. The reasons given to the employee must be factual and should be brief. It is not possible to give one reason at the time of dismissal and another reason (or additional reason) at a subsequent date.

When leaving the Mission's premises, dismissed employees should have all remuneration due to them. A "final pay" must be made up promptly and handed to the dismissed employee no later than the effective time and date of dismissal.

In cases of instant dismissal, the dismissed employee is entitled only to remuneration earned up to the time of dismissal.

**9. Abandonment of Employment:**

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