



LESLIE GROVES

**LESLIE GROVES
HOSPITAL
AND
REST HOME**



**COLLECTIVE EMPLOYMENT
AGREEMENT**

1 August 2019 to 30 September 2020

Contents

Collective Agreement	3
1.0 Parties	3
2.0 Objectives	3
3.0 Coverage	3
4.0 General Principles	3
5.0 Hours of Work	4
6.0 Overtime	4
7.0 Meals and Rest Breaks	5
8.0 Classification of Employees and Wages	6
9.0 Deduction From Wages	7
10.0 KiwiSaver Voluntary Savings Scheme	7
11.0 Staff Wage Rates	8
12.0 Union Delegates	8
13.0 Deduction of Union Subscriptions	8
14.0 Employment Relations Education Leave	8
15.0 Employee Meetings	9
16.0 Uniforms and Clothing	9
17.0 Public Holidays	10
18.0 Annual Holidays	11
19.0 Long Service Leave	11
20.0 Sick Leave	12
21.0 Bereavement / Tangihanga Leave	13
22.0 Additional Provisions Relating to Sick and Bereavement Leave	14
23.0 Parental Leave	14
24.0 Domestic and Family Violence Leave	14
25.0 Study Leave	16
26.0 Training	16
27.0 Jury Service	16
28.0 Health and Safety Requirements	17
29.0 Termination - General	18
30.0 Disputes and Personal Grievances	18
31.0 Confidentiality	18
32.0 Redundancy	18
33.0 Employment Protection	19
34.0 Snow Policy	19
35.0 Co-operative Consultation Process	20
36.0 Variation	21
37.0 Union Rights	21
38.0 Term of Agreement	21
First Schedule: Wage Rates and Allowances	23
Second Schedule: Staff Allowances	25
Third Schedule: Staff Wage Rates	26
Fourth Schedule: Procedure for Resolving Employment Relationship Problems	28
Fifth Schedule: Union Rights	30

COLLECTIVE AGREEMENT

1.0 PARTIES

This Collective Agreement (“Agreement”) is made between:

The Board of Leslie Groves Society of St John’s Parish (“Employer”)

and

New Zealand Nurses Organisation and the E tū INCORPORATED (“Unions”)

2.0 OBJECTIVES

To provide terms and conditions of Employment under the provisions of the Employment Relations Act 2000 between the Employer and the Employees of the Employer specified in the coverage clause.

To promote and maintain mutual trust and co-operation between the Board and the Employees.

The Employer will ensure that new Employees whose roles are covered by this agreement are provided with a copy of the Collective Agreement. The Employer will advise new Employees of who the relevant union delegates are and provide their contact details and an introduction to the union delegates at their Care Home as part of the new Employees induction process.

3.0 COVERAGE

This Agreement shall cover all persons who work in the occupational classes set out in the First Schedule to this Agreement and who are members of the Unions and are employed by the Employer.

4.0 GENERAL PRINCIPLES

The Employees party to this Agreement will abide by any rules, regulations, policies and/or procedures as may be current from time to time to ensure the smooth operation of business of the Employer. Any such rules, regulations, policies and/or procedures shall not apply when they directly conflict with any statutory provisions.

The terms and conditions set out in this Agreement replace any previous agreements and understandings.

It is specifically recognised that the operations of the Employer and the work of the Employees are subject to various provisions, which must be observed.

5.0 HOURS OF WORK

Where an Employee has additional individual terms of employment, including the Employee's minimum guaranteed hours of work, those terms will be contained in the Letter of Offer presented to the Employee.

The ordinary hours of work shall not exceed 80/fortnight or 10 per day.

By mutual agreement between the Employee and Employer, the ordinary hours of work may be varied.

Ordinary hours shall be continuous and worked within a span of 10 hours from the time of commencement except where the Employee chooses otherwise.

Rostered days off shall be consecutive where possible.

Rosters will be available for an Employee, other than casuals, a fortnight in advance of their commencement. Once posted, rosters will only be changed with due cause and the mutual agreement of the Employer and Employees.

Where an Employee's whole duty falls within the hours of 8.45pm on one day and 8am the following day, they will be entitled to the appropriate Night Duty Allowance specified in The Second Schedule.

Where an Employee commences work between 8am Saturday and 8pm Sunday they will be entitled to the appropriate Weekend Allowance specified in The Second Schedule.

Where an Employee works on a Saturday Night Duty only one allowance can be claimed e.g. Night Duty Allowance or Weekend Allowance.

6.0 OVERTIME

The Full-time Employees, being staff employed to work 80 hours/fortnight shall be paid overtime for any additional authorised hours worked over and above the ordinary 80 hours actually worked in any fortnight period.

Part-time Employees, being those employed to work less than 80 hours/fortnight, shall be paid overtime for any authorised hours worked over and above 8 hours (or 10 hours for night shift) actually worked in one day. All overtime authorised by the manager or

duty manager shall be considered overtime and paid as per the overtime rate (T1/4) on a daily basis irrespective of the number of hours they have worked in a fortnight.

No overtime or extra shift allowances shall arise out of an arrangement made between Collective workers. All interchange of duties shall be subject to prior approval by the Employer.

7.0 MEALS AND REST BREAKS

The Employee is entitled to rest and meal breaks, of which the length and timing is based on the number of hours an Employee works per day. The following table outlines eligibility of breaks, in accordance with legislation.

Rest breaks may be taken at times mutually agreed between the Employee and Employer in regard to operational requirements. Rest and meal break times may be extended upon agreement between the Employee and Employer.

Length of employee work period	Minimum number of rest or meal breaks
2.00 – 4.00 hours	1 x 10-minute paid rest break
4.01 – 6.00 hours	1 x 10-minute paid rest break 1 x 30-minute unpaid meal break
6.01 – 10.00 hours	1 x 10-minute paid rest break 1 x 30-minute unpaid meal break 1 x 10-minute paid rest break
10.01 – 12.00 hours	1 x 10-minute paid rest break 1 x 30-minute unpaid meal break 1 x 10-minute paid rest break 1 x 10-minute paid rest break

Tea, coffee, milk and sugar shall be provided.

Meal and rest breaks shall be allowed at times which enable work to proceed with minimum interruption and therefore may be varied as to timing or staggered amongst a work group as a supervisor may direct.

Where an Employee cannot be released for a meal break they shall be provided a meal (or available food equivalent) to consume during paid duty hours but shall remain responsible for matters requiring immediate attention.

Where an Employee is required to work overtime in excess of 1 hour and such overtime extends over the Employee's normal mealtime, a meal (or available food equivalent) shall be provided.

Except as provided the provision of meals to Employees is not obligatory but tea, coffee, milk and sugar shall be available at mealtimes without charge to Employees.

8.0 CLASSIFICATION OF EMPLOYEES AND WAGES

- "Full Time Employees" are Employees with guaranteed 80 hours of work/fortnight in a permanent position.
- "Part Time Employees" are Employees with guaranteed hours of work and rostered for less than 80 hours/fortnight in a permanent position.
- "Fixed Term Employees" are Employees whose employment will end on a specified date or when a particular event occurs. They may work on a full-time or part-time basis as defined above.
- "Casual Employees" are Employees who are employed as and when required. There is no obligation on the part of the Casual Employee to accept employment when it has been offered and there shall be no obligation on the Employer to offer further periods of employment to the Casual Employee. However once the Casual Employee has accepted work they are required to work as agreed.

In the case of Part time and Casual Employees, a minimum payment of two hours for each day of engagement will be available.

For the purpose of remuneration, Employees shall be classified in terms of The First Schedule (entitled Wages and Allowances) according to the duties to be wholly or substantially performed and The First Schedule shall be deemed to be part of this Agreement.

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

Wages will be paid fortnightly and be direct credited to an account in the name of the Employee in the week immediately following the end of the pay period. A cheque may be issued on occasions at the Employee's written request and with the Employer's approval.

Employees will be provided with a wages slip detailing the calculations of earnings and deductions made.

In the event of an Employee being discharged or leaving having given the required period of notice, wages due shall be paid on the last day of work: except where an Employee is discharged or terminates after cessation of normal office hours, the Employee shall be paid the morning next when office hours resume, or, alternatively, the wages shall, by arrangement, be remitted to the person by cheque or credit to their bank account.

Provided further that should the Employee terminate without having given the required period of notice, the Employer shall within three bank working days from completion of service, pay the wages due.

The payment of final wages on termination is subject to the Employee returning all keys, uniform and equipment items in their possession supplied by the Employer.

9.0 DEDUCTION FROM WAGES

The Employer is entitled, and the Employee agrees and consents, to the Employer making wage/holiday pay deductions (at the conclusion of employment) relating to the pro-rata balance of the nursing registration costs and the residual value of unreturned uniform items and other Leslie Groves property, in accordance with the Wages Protection Act 1983.

10.0 KIWISAVER VOLUNTARY SAVINGS SCHEME

All qualifying new Employees will be automatically enrolled in the Employee's nominated KiwiSaver scheme subject to eligibility. The Employer will provide the employee with full information on the rights, entitlements and options of membership. Deduction of the Employee's contributions to the scheme will commence from the employee's first pay.

If the Employee decides to opt out of KiwiSaver scheme membership, the Employer must be advised before the end of the eighth week of the Employee's employment. The Employer's contributions to the scheme on behalf of the Employee will be at the minimum level required by law.

11.0 STAFF WAGE RATES

The respective rates (printed and paid) of wages payable to Employees are as detailed in The Third Schedule and reflect a 2.75% increase for Enrolled Nurses, Registered Nurses and Service Workers. A pay parity increase is also provided to the Diversional Therapists wage rate.

12.0 UNION DELEGATES

The Employer shall recognise the delegate(s) who are elected by the Employees and endorsed by the Union/s as the representatives of the Union/s.

Delegates shall involve management at an early stage in the case of problems or disputes brought to the delegates attention, which need to be resolved.

Any Union delegate shall be allowed reasonable time to conduct Union-related business at the premises at which he or she is employed. However, the Employee has a responsibility to ensure that such time taken is not excessive and enables the Employer's operations to continue.

13.0 DEDUCTION OF UNION SUBSCRIPTIONS

Pursuant to section 55 of the Employment Relations Act 2000, the Employer shall deduct Union fees from the wages of Employees who are members of the Union party to this Agreement and who have authorised such deductions in writing. The Employer shall remit such deductions to the Union with a list of Employees for whom deductions have been made.

Remittance shall be at fortnightly intervals as per the Care home payroll run.

14.0 EMPLOYMENT RELATIONS EDUCATION LEAVE

The Employer shall grant paid employment relations education leave to eligible Employees based on the formulae set out in Part 7 of the Employment Relations Act 2000.

The parties agree that only Union members are eligible to participate in employment relations education provided by their unions.

Calculation of the employment relations education leave entitlement per year is based on the number of FTE eligible Employees as at the start date of the collective i.e. any Union member who works 30 hours or more per week = 1 FTE, any Union member Employee who works less than 30 hours per week = 0.5 FTE. Note that the FTE calculation is as per clause 74 of the Employment Relations Act.

As of the 31st March each year the Unions party to the Agreement shall notify the Employee of the:

- a) Maximum number of employment relations education leave days, and
- b) Details of the calculation.

Employees who have been allocated employment relations education leave by the Unions party to the Agreement shall advise the Employer as soon as possible and not later than 14 days before the first day of such leave.

The Employer shall not refuse an eligible Employee taking employment relations education leave unless taking leave on the dates notified would unreasonably disturb the Employer's business.

15.0 EMPLOYEE MEETINGS

Pursuant to section 26 of the Employment Relations Act 2000, every Union member employed by the Employer, shall, in each calendar year be entitled to 2 Union meetings of the reasonable duration without loss of ordinary pay, provided that each of the following conditions is fulfilled:

- i. Fourteen days' notice of the date and time of any Union meeting shall be given
- ii. Work shall resume as soon as practicable after the finish of the meeting
- iii. Only Union members attending the meeting shall be entitled to payment. The Union shall supply the Employer with a list of Union members attending and will advise the Employer of the time the meeting finished.
- iv. Each meeting will not exceed two (2) hours in duration.
- v. In order to enable essential care and services to continue it may be necessary for some members to remain on site during the meeting in order to ensure that the residents' safety and care is maintained.

16.0 UNIFORMS AND CLOTHING

Where specified uniform or items of clothing is required by the Employer to be worn, these items shall be supplied by the Employer. Employees are required to wear their uniforms at all times.

The Employer will provide two sets of uniforms for all Employees working less than 32 hours per week (64 hours per fortnight). Employees working 64 hours or more per fortnight, shall receive three sets of uniforms.

Protective clothing and gloves shall be made available as necessary if the nature of the work so requires.

Unserviceable uniform/ items of clothing must be returned to the Employer prior to the issue of a replacement item.

The Employee is required to wear acceptable footwear when on duty and will be paid a Footwear Allowance as per The Second Schedule

17.0 PUBLIC HOLIDAYS

The following shall be paid public holidays if they fall on a day that would otherwise be a working day for the Employees:

New Year's Day	Good Friday	Christmas Day
2 nd January	Easter Monday	Boxing Day
Waitangi Day	Sovereign's Birthday	Labour Day
ANZAC Day	Anniversary Day	

Where Christmas Day, Boxing Day, New Year's Day, or 2nd January falls on a weekend and an Employee is rostered to work on that weekend day the public holiday is treated as falling on the day it actually falls. Where the Employee is not rostered to work on the weekend and any of these days actually falls on a Saturday these public holidays are treated as falling on the following Monday. Where the Employee is not rostered to work on the weekend and Boxing Day or 2nd January actually falls on a Sunday it is treated as falling on the following Tuesday.

If an Employee works on any part of a public holiday, the Employer must pay the Employee the greater of –

- a) the portion of the Employee's relevant daily pay or average daily pay (less any penal rates as defined by s50(2) Holidays Act 2003) that relates to the time actually worked on the day plus half that amount again; or
- b) the portion of the Employee's relevant daily pay that relates to the time actually worked on the day.

Relevant daily pay is the amount of pay the Employee would have received on the day concerned calculated in accordance with the Holidays Act 2003. Such an Employee is also entitled to an alternative holiday in accordance sub-clause 12.5 of the Holidays Act 2003.

Casual Employees required to work on a public holiday will be paid as above but are not entitled to receive an alternative day.

The alternative holiday must be taken by the Employee on a day that is agreed between the Employer and Employee. It must be a whole working day for the Employee.

If the Employer and Employee cannot agree on a day then the day may be taken on a date determined by the Employee, taken into account the Employer's view as to when it is convenient for the Employee to take the day. The day must be taken within 12 months and the Employee must give at least 14 days' notice of their intention to take the alternative day.

The Employer may require the Employee to take the alternative holiday on a date determined by the Employer if 12 months have passed since the Employees entitlement, the Employer and Employee have not been able to agree on a date and the Employer has given the Employee at least 14 days' notice.

The Employer must pay an Employee not less than the Employee's relevant daily pay or average daily pay for the day which is taken as the alternate holiday.

18.0 ANNUAL HOLIDAYS

After the end of each completed 12 months of continuous employment with the Employer, an Employee shall be entitled to 4 weeks annual holidays. Such holidays are to be paid and taken in accordance with the Holidays Act 2003.

The employee's annual holiday pay will be calculated in accordance with the Holidays Act. In summary, the rate of pay for the period of annual holidays will be the employee's ordinary weekly pay at the time the holiday is taken or the employee's average weekly earnings over the 12-month period before the holiday is taken, whichever is the greater.

Annual holiday pay will be paid to the employee as part of the normal pay cycle.

The parties agree that holiday pay is to be paid in the pay that relates to the period during which the holiday is taken. Where practicable 2 weeks' notice should be given to the Employer, where an Employee requires their annual leave payment in advance prior to the Employee taking the annual leave.

19.0 LONG SERVICE LEAVE

The Employee shall be entitled to long service leave, upon their 10th anniversary and every subsequent five years continuous service. The leave entitlement is as follows:

Number of years continuous service	Leave entitlement
10 years	1 week, one off allocation
15 years	1 week, one off allocation
20 years	1 week, one off allocation
25 years	1 week, one off allocation

30 years	1 week, one off allocation
35 years	1 week, one off allocation

20.0 SICK LEAVE

After an Employee has completed 6 months continuous employment with the Employer an Employee shall be entitled to 10 working days sick leave. After 18 months current continuous employment and for each ensuing period of 12 month employment Employees shall be entitled to 10 working days paid sick leave.

Sick leave can be taken when:

- The Employee is sick or injured;
- the Employee's spouse (this term in this agreement includes a spouse or de facto partner of either sex) is sick or injured; or
- a person who depends on the Employee for care is sick or injured.

The Employer may require an Employee to provide a medical certificate or other proof of sickness or injury for:

- sick leave taken in accordance with sub-clause 1 of this clause that is for 3 or more calendar days; or
- any additional sick leave granted by the Employer.

An Employee may carry over, to any subsequent 12 month period of employment, up to 15 days unused sick leave to a maximum of 25 days current entitlement in any year.

Sick leave shall have no cash value other than for sickness.

When an Employee is suffering from a minor illness which, in the Employer's perspective is possibly worked acquired and would have detrimental effect on the residents or other staff in the Employer's care, the Employer may, at its discretion either:

- (i) place the Employee on suitable alternative duties; or
- (ii) direct the Employee to take leave away from work. Any directed time off work would be on full pay to a maximum of eight days in any one year. This paid leave would be in addition to the normal sick leave. If the Employee is sick for more than the above mentioned 8 days and their normal sick leave entitlement in any one year, this leave would be unpaid.

Employees will be entitled to a further 2 days sick leave when there is an epidemic at Employers facility and the employee can provide a specimen that proves they have the same bug. The additional two days is to cover the 48-hour period where the Employee is required to be symptom free before returning to work.

For the purpose of calculating sick leave when an Employee is absent on sick leave for part of a duty, the sick leave entitlement will be converted into hours and calculated as follows:

8 Hour Shift		10 Hour Shift	
Time Absent	Sick Leave Due	Time Absent	Sick Leave Due
Up to 2 hours	¼ of a day	Up to 2 ½ hours	¼ of a day
More than 2 hours but less than 4 hours	½ of a day	More than 2½ hours but less than 5 hours	½ of a day
More than 4 hours but less than 6 hours	¾ of a day	More than 5 hours but less than 7½ hours	¾ of a day
More than 6 hours	1 day	More than 7½ hours	1 day

21.0 BEREAVEMENT / TANGIHANGA LEAVE

After completing six months' continuous employment, the employee will be entitled to bereavement/tangihanga leave on pay to allow the employee a reasonable opportunity to pay their respects to a deceased person for whom they had a close association. This leave extends to the death of any members of the employee's family, or person who, because of a particular cultural requirement they are obliged to attend to as a part of a tangihanga or its equivalent.

The employer will exercise their discretion to grant this leave and in determining the length of leave the employer will make their decision in a culturally sensitive manner taking into account the following:

- (i) the closeness of the association between the employee and the deceased
- (ii) the responsibilities the employee has in organising the arrangements for the ceremonies as a result of the death
- (iii) the amount of time required to discharge the employee of their responsibilities and obligations
- (iv) reasonable travelling time providing the employer is not required to take into account total travel time where an employee must attend a funeral

overseas. However, any decision regarding the length of bereavement/tangihanga leave will be no less than the minimum amounts set out in the Holidays Act 2003 and below.

In accordance with the Holidays Act. In summary, the employee will be entitled to:

- (i) three days' paid leave on the death of the employee's spouse, parent, child, brother or sister, grandparent, grandchild or spouse's parent; and
- (ii) one day's paid leave if the employer accepts that the employee has suffered a bereavement as a result of the death of any person.

The employee must notify the employer as early as possible of the intention to take bereavement leave, preferably before the employee is due to start work on that day or, if that is not practicable, as early as possible after that time.

The employee will be paid at the employee's relevant daily pay rate or average daily pay rate while on bereavement leave.

22.0 ADDITIONAL PROVISIONS RELATING TO SICK AND BEREAVEMENT LEAVE

The Employer may at the Employer's discretion grant additional sick or bereavement leave with or without pay.

The provisions in this agreement for sick leave and bereavement leave include any statutory entitlement and the parties agree that in the event of the statutory entitlements changing then those entitlements shall apply and not the entitlements set out in this agreement.

The Employer may require an Employee to produce proof of sickness or injury for sick leave taken if the sickness or injury that gave rise to the leave is for a period of 3 or more consecutive calendar days, whether or not the days would otherwise be working days for the Employee.

23.0 PARENTAL LEAVE

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

24.0 DOMESTIC AND FAMILY VIOLENCE LEAVE

Domestic and family violence may impact on an employee's attendance and performance. In the event that an employee is affected by domestic and family

violence, as defined by The Domestic Violence – Victims’ Protection Act, the employee is entitled to:

- (i) request a short-term variation to the employee’s employment arrangements to help the employee deal with the effects of the violence including attending medical appointments, legal proceedings and other activities related to family violence.
- (ii) after six month’s continuous employment with the employer, take up to 10 days paid domestic violence leave.

Family violence leave is provided every 12 months of continuous employment, beginning at the end of the six-month period.

The employer may ask for proof that the employee is affected by domestic violence. Proof may take the form of documentation from New Zealand Police, a government department, a recognised social services agency, a health professional, or a family violence support service.

Flexible working arrangements for Domestic Violence

If affected by domestic and family violence, the employee may make a request for a short-term (up to two months) variation to the employee’s working arrangements. The variation should be designed to help the employee deal with the effects of domestic violence.

The employee may request a short-term variation to:

- the employee’s hours and/or days of work
- the employee’s place of work or the location of the employee’s workplace
- the contact details which the employee must give the employer
- any other term of the employee’s employment which the employee thinks needs to be varied to enable the employee to deal with the effects of domestic violence.

The employee may request a variation at any time, which must be in writing with the details of the working arrangements. Leslie Groves will respond to the request within 10 days of receiving it, with a written response.

A request will only be declined where:

- the employee is unable to provide the proof that he or she is a person affected by domestic violence (if proof is requested), or
- the request cannot be accommodated reasonably on one or more these grounds:
 - a. inability to reorganize work among existing staff
 - b. detrimental impact on quality
 - c. detrimental impact on performance
 - d. insufficiency of work during the periods the employee proposes to work
 - e. planned structural changes
 - f. burden of additional costs
 - g. detrimental effect on ability to meet customer demand

25.0 STUDY LEAVE

Employees will be given a reasonable opportunity to undertake additional training that is relevant to their employment. Leave, with or without payment, may be approved by the Employer.

26.0 TRAINING

Employees will attend compulsory training and in-service presentations.

Attendance at compulsory training and in-service presentations is one of the considerations of satisfactory performance for all Registered Nurses, Enrolled Nurses and Cooks.

Employees who are required to attend compulsory training and in-service presentations outside of their rostered hours of work will be paid their usual hourly rate for the duration of the training or presentation. For clarity, time spent at compulsory training and in-service presentations will not be considered overtime.

The Employer must take all reasonable practicable steps to ensure that a care and support worker is able to attain –

- a) a level 2 qualification within the first 12 months of the Employee's continuous employment with the Employer; and
- b) a level 3 qualification within the first 36 months of the Employee's continuous employment with the Employer; and
- c) a level 4 qualification within the first 72 months of the Employer's continuous employment with the Employer.

Where an Employee will experience a difficulty paying qualification fees for external training, the Employer will pay the fee and agree repayment options with the Employee. The agreement will be recorded in writing and be signed by the Employee and Employer. Should the Employee leave before completing the qualification any amount owing will be deducted from the Employee's final pay in accordance with the Wages Protection Act 1983.

27.0 JURY SERVICE

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 Employees ordinary rate of pay shall be made up by the Employer, provided:

That the Employee produces the Court expenses voucher to the Employer;

That the Employee returns to work immediately on any day they are not actually serving on a jury;

These payments shall be made for up to a maximum of five days in respect of separate

periods of jury service.

28.0 HEALTH AND SAFETY REQUIREMENTS

The parties to this Agreement express their commitment to the pursuit of Health and Safety in Employment. The parties will endeavour to meet their obligations under the Health and Safety at Work Act 2015 and all other Health and Safety legislation promulgated.

The Employer shall provide all training, safety and protective equipment and clothing necessary. It is an essential condition of employment under this agreement that Employees will wear safety equipment and clothing as appropriate.

Employees must notify the Employer of any hazard on work premises of which they become aware as practicable on the day on which the hazard is identified.

A work related accident to any Employee must be reported to the Employer as soon as practicable on the day on which the accident occurs. Failure to do this may result in the Employer not accepting that the accident occurred at work.

The Employer shall be notified as soon as practicable on the first day of absence caused by injury. When possible the injured Employee will indicate the nature of the injury and the expected duration of the Employees absence. Staff absent and/or medically certified as being unfit for work due to a non-work or work related injury or illness must report directly by telephone call at least weekly to their Employer regarding progress.

The injured Employees shall notify the Employer within one working day of filing a work-related claim with ACC. The Employees shall also provide the Employer with a copy of the form by which application made to ACC and copies of such other documentary evidence and medical certificates as are provided to or by ACC from time to time relating to the Employees continued eligibility for ACC and in a timely manner in relation to their rostered duties.

Where an Employee is suffering from an injury, as a result of a work related injury that Employee shall return to work to undertake such alternative duties (either on a full or part time basis) as are available.

Where alternative duties are provided to any Employee as part of their rehabilitation, those conditions of employment that relate to the alternative duties, including pay rates, shall apply. This does not prevent the Employer setting employment conditions more advantageous to the Employee.

29.0 TERMINATION - GENERAL

Other than in the case of Casual Employees, the Employee may terminate the employment by giving the other four (4) weeks' notice. In circumstances where an Employee needs to be released earlier from their agreement, effort will be made to accommodate the Employee's request. Any agreement will be in writing.

Casual Employees may terminate, or be terminated, within one hour's notice.

Notwithstanding the above, dismissal without notice or payment may occur in the case of serious misconduct. Similarly, an Employee may terminate their service without notice or forfeiture of wages in the event of serious misconduct of the Employer.

Abandonment of employment – Where an Employee absents themselves from work for a continuous period exceeding three days without the consent of the Employer or without notification to the Employer, she/he shall be deemed to have terminated their employment.

Upon termination of employment the Employer, on request, shall provide the Employee with a certificate of service stating dates and the capacity/ies of the employment.

30.0 DISPUTES AND PERSONAL GRIEVANCES

Refer to The Fourth Schedule

31.0 CONFIDENTIALITY

The Employee or Employer shall not divulge or communicate any confidential information of the Employer or connections of the Employer, or of persons in the Employer's care, except to such person or agencies lawfully entitled to receive such information.

32.0 REDUNDANCY

For the purpose of this Agreement, redundancy shall occur where, in the opinion of the Employer, any position has become surplus to the operations of the Employer.

The parties agree that redundancy shall not apply where an alternative position within the organisation is available under conditions, which are not significantly different to the current conditions of employment.

Redundancy includes the sale or transfer or contracting out of all or any part of the business operations of the Employer where the new business does not employ the

Employee on consistent terms and conditions to those applying immediately before such sale, transfer or contracting out.

The Employer will use their best endeavours to encourage the new owner or sub-contractor to offer Employees employment on consistent terms and conditions to those applying immediately before such sale, transfer or contracting out. Redundancy does not occur where Employees accept employment on such terms and conditions.

If the Employee's position is being considered for redundancy, the Employer shall consult with the Union, and shall consider the Union's suggestions or alternatives before determining whether or not the position shall become redundant.

The Employer, where possible, shall give at least 4 weeks' notice in writing of termination due to redundancy. By mutual agreement the period of notice may be paid in lieu. Such notice shall be worked or paid at the discretion of the Employer.

33.0 EMPLOYMENT PROTECTION

Section 69OI and 69OJ of the Employment Relations Act 2000 requires the Employer to provide employment protection for Employees affected by a proposal to sell, transfer or contract out all or any part of their business operations to a new Employer.

If the proposal effects an Employee position specified in Schedule 1A of the Act, the Employee has the right to transfer to the new Employer on their existing terms and conditions. If the proposal affects an unspecified position, the Employer will endeavour to negotiate continued employment for staff affected by the proposal on the terms and conditions of this agreement with the new Employer.

The Employer shall consult with the Employee affected by the proposal, providing sufficient information to allow meaningful consultation. The Employee's suggestions or alternatives shall be considered before the Employer asks the Employee to choose whether to accept any alternative offer.

Where the Employee elects not to transfer to the new Employer on the same or better terms and conditions, the Employee shall not be eligible for redundancy compensation.

34.0 SNOW POLICY

If an Employee is unable to attend work due to adverse weather conditions resulting in road closures or other genuine reasons for not being able to attend (for example, closure of schools or care centres due to adverse weather conditions), and has notified the Manager or place of work of their situation, they can nominate to take leave without pay for that day or take annual leave.

An Employee may choose to return to work for a partial day. In this case the Employee acknowledges that they will enter into discussion and agreement with the Employer as the Employer may have brought in other staff to cover the absence caused by the weather disruption. The final decision re payment will be at the reasonable discretion of the Employer.

In some instances, Leslie Groves will be able to provide transport to the workplace. Staff who have been provided transport to work by Leslie Groves will also be provided transport home at the completion of their shift.

35.0 CO-OPERATIVE CONSULTATION PROCESS

We recognise that change is brought about with the best interest of the Residents furthest in our minds as reflected in the Leslie Groves Philosophy of Care.

The parties recognise that they have a mutual interest in ensuring services at Leslie Groves are provided efficiently and effectively and that all Employees have an important contribution to make in this regard.

The parties acknowledge that consultation and co-operation between the Employer and Employees is desirable on matters of mutual concerns and interest.

The consultation process for managing change shall be as follows:

- i) the initiative being consulted about should be presented by the Employer as a “proposal” or “proposed intention or plan” which has not been finalised;
- ii) information will be provided by the Employer to enable the Employee to develop an informed response;
- iii) time will be allowed for the Employee to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made;
- iv) genuine consideration will be given by the Employer to the matters raised in the response;
- v) the final decision shall be made by the Employer.

The parties agree that during the term of this Agreement representatives from NZNO, E tū and Leslie Groves will form a consultative and cooperative group to meet every 6-8 weeks to develop pathways of communication and discussion for the express purpose to resolve any issues that members of the Unions or the Employer might raise.

36.0 VARIATION

This Agreement may be varied at any time by the written agreement of the Employer and the Union.

37.0 UNION RIGHTS


Schedule 5 (Union Rights) attached to this Agreement shall apply in accordance with the provisions of the Employment Relations Act 2000.

38.0 TERM OF AGREEMENT

This Agreement shall run from the 1st August 2019 until the 30 September 2020

Dated at Dunedin 13 this August day of

Signed for and on behalf of the Employer,
The Board of Leslie Groves Society of St John's Parish:

 3rd August 2020

Signed for and on behalf of the
New Zealand Nurses Organisation Inc.:



Signed for and on behalf of the
E tū INCORPORATED:

P.T.O.

Signed for and on behalf of the
E tū INCORPORATED:

 13/8/20

FIRST SCHEDULE: WAGE RATES AND ALLOWANCES

Rates of remuneration shall be determined in accordance with the following definitions and Occupational Classifications provided that the Employees may be required to undertake any other duties that they are lawfully permitted to perform. Allowances are payable in terms of the provisions of the relevant clause detailing qualification for payment.

A. 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 the calculation based on the hourly rate.

“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 8.45pm and concluding at or before 8am on the following day.

“Higher Duty Allowance” paid to a designated deputy while the Manager is on annual leave.

B. OCCUPATIONAL CLASSIFICATION

“Registered Nurse” means a person who is registered in New Zealand as a nurse and holds a current practising certificate

“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.

“Diversional Therapist” means a person who has completed a nationally recognised Diversional Therapist training course.

“Healthcare Assistant” shall refer to an Employee wholly or substantially engaged in assisting residents in their activities of daily living and such other attendant duties as required including general cleaning and domestic duties,

laundry and sewing work, kitchen duties and other supportive duties as determined by the Employer.

“Service Workers” to include the following workers:

1. “Craft/Activity Officer” is an Employee engaged in providing recreational and other socialisation programmes as determined by the residents Collective care plan.
2. “Domestic/Housekeeper” means those Employees wholly employed to provide cleaning and domestic duties and other supportive duties directed by the Employer.
3. “Laundry Person” means those Employees wholly employed to provide an efficient laundry service and other supportive duties as directed by the Employer.

SECOND SCHEDULE: STAFF ALLOWANCES

A. Night Shift/Duty	\$8.22 per 8 hour shift (Hospital) \$9.25 per 10 hour shift (Hospital) \$14.90 per 8½ hour shift (Rest Home) \$15.93 per 10½ hour shift (Rest Home)
B. Weekend Allowance	\$1.54 per hour up to a maximum of \$10.28 per shift for shifts commencing between 8am Saturday and 8pm Sunday
C. Mileage	31c per Kilometre (work related)
D. Footwear Allowance	5c (\$0.05) for each hour worked for Full Time and Part Time Employees
E. Short Notice Allowance	\$5.14 per shift not dependent on length of shift (on 2 hours or less notice). (This only applies to Rest Home Employees employed prior to 1 st September 2005)
F. Registered Nurse Qualification Allowance	\$51.38 per week

THIRD SCHEDULE: STAFF WAGE RATES

Appointment to a position on the relevant scale shall be at the discretion of the Employer subject to the minimum rates for adult Employees where applicable.

Position	Step	Old rate as at 1 July 2017	Old rate as at 1 July 2018	Old rate as at 1 July 2019	New rate as at 1 July 2019	New rate as at 1 April 2020
Registered Nurse	1	n/a	\$27.21	n/a	\$27.96	
	2	n/a	\$29.45	n/a	\$30.26	
	3	n/a	\$32.43	n/a	\$33.32	
	4	n/a	\$33.52	n/a	\$34.44	
	5	n/a	\$34.50	n/a	\$35.45	
Enrolled Nurse	1	n/a	\$25.10	n/a	\$25.79	
	2	n/a	\$25.73	n/a	\$26.44	
	3	n/a	\$26.78	n/a	\$27.52	
Service Worker	1		\$16.50	\$17.33	\$17.81	\$18.90
	2		\$16.78	\$17.62	\$18.10	\$18.90
	3		\$18.12	\$19.03	\$19.55	
Diversional Therapist	1	n/a	\$24.50	\$25.00	\$25.50	
Caregivers & Activity Coordinators employed after 1/7/17*	No qualification	\$19.80	n/a	\$20.50	n/a	n/a
	NZHWB level 2	\$21.00	n/a	\$21.50	n/a	n/a
	NZHWB level 3	\$22.50	n/a	\$23.00	n/a	n/a
	NZHWB level 4	\$24.50	n/a	\$25.50	n/a	n/a
Caregivers & Activity Coordinators employed before 1/7/17*	No qualification or < 3 years service		\$19.80	\$20.50	n/a	n/a
	NZHWB level 2 or 3+ years service		\$21.00	\$21.50	n/a	n/a
	NZHWB level 3 or 8 - 12 years service		\$22.50	\$23.00	n/a	n/a
	12+ years service		\$23.50	\$24.50	n/a	n/a
	NZHWB level 4 or		\$24.50	\$25.00	n/a	n/a

REGISTERED NURSE

- Movement from Step 1 through Step 2** shall be by automatic increment on an annual basis on satisfactory performance which shall be assumed to be the case unless the Employee is on a Performance Improvement Plan.
- Movement to Step 3** requires 2+ years' experience in aged care or relevant speciality practice (e.g. palliative care). To qualify for the Qualification

allowance at Step 3 the registered nurse must hold a post graduate certificate in aged care (Level 8 papers in assessment and wellbeing of the older person, or their equivalent), and must accept appropriate portfolio responsibilities (e.g. wound care, infection control). The Employer will ensure that there are appropriate portfolios available for each Employee agreeing to hold one.

3. **Movement to Step 4** requires 3+ years' experience in aged care or relevant speciality practice (as for Step 3). To qualify for the Qualification, Allowance the Registered Nurse must hold a post grad certificate (as above) and have held a portfolio (as above) for a minimum of 6 months and have trained and acts as a preceptor. The Employer will ensure that there are appropriate portfolios available for each Employee agreeing to hold one.
4. **Movement to Step 5** requires the registered nurse to hold a post graduate diploma in aged care, hold a portfolio and act as a preceptor. Staff will not be appointed to this step without all three criteria e.g. will not move to this step based on years of experience.

ENROLLED NURSES

1. Movement from Step 1 through Step 3 shall be by automatic increment on an annual basis based on satisfactory performance.

SERVICE WORKER

Progression from Step 1 to Step 3 shall be according to satisfactory performance and at the discretion of the manager.

FOURTH SCHEDULE: PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

This procedure is set out so that employment relationship problems, including personal grievances (a claim of unjustified dismissal, unjustified action by the Employer, discrimination, sexual or racial harassment, or duress) and disputes, can be settled as soon as possible in an open and honest manner. An employment relationship does not include any problem with the fixing of terms and conditions for new employment.

STEP 1 – INFORMAL DISCUSSION

If an Employee or the Employer believes that an employment relationship problem exists they are encouraged to discuss the problem with the party immediately affected and to resolve the problem informally.

Either party may appoint a representative to assist them or bring support people to any meetings at any stage of this process.

STEP 2 – FORMAL DISCUSSION

If step 1 is unsuccessful then the affected party may raise the matter verbally, or preferably, in writing with the other party setting out:

- the nature of the concern or grievance;
- the facts relied on;
- the actions they want to take to resolve the concerns or grievance.

If an Employee has a personal grievance then the Employment Relations Act 2000 states that they are to give **notice** to the Employer within 90 days of either the event which gave rise to the grievance, or the event coming to the notice of the Employee whichever is the later.

STEP 3 – FORMAL MEETING

The Employee and the Employer will then meet as soon as possible to resolve the matter. The terms of any agreed resolution or decision may be recorded in writing and signed by the parties.

STEP 4 – OUTSIDE ASSISTANCE

If Step 3 is unsuccessful then the party may agree to have the matter resolved by some other person. Either party may refer the matter to the Mediation Service of the Department of Labour. The Department provides a mediation service to assist in the resolution of employment relation problems. If the parties agree to use some person other than the Mediation Service then they shall set out their agreement in writing including the person's name, how their fee is to be paid, the process if any, and whether or not the person's decision is to be final and binding.

STEP 5 – SIGNING OF AGREEMENT

If the matter is settled at either Step 3 or step 4 then a Mediation Service Mediator may be invited to sign the agreed terms of settlement in accordance with section 149 of the Employment Relations Act 2000.

The Employment Relations Service operates an Employment Relations info-line 0800 800 863 and a Website www.ers.govt.nz

FIFTH SCHEDULE: UNION RIGHTS

The following are extracts from the Employment Relations Act 2000

s20 - Access to workplaces

A representative of a union is entitled to enter a workplace:

- (a) for purposes related to the employment of its members; or
- (b) for purposes related to the union's business; or
- (c) both.

s73 - Union entitled to allocate employment relations education leave

- (1) A union is entitled to allocate employment relations education leave to eligible Employees;
- (2) The maximum number of days of employment relations education leave that a union is entitled to allocate in a year to an eligible Employees is 5 days unless the Employer agrees to the allocation of additional days.
- (3) the calculation for determining education leave is as per clause 74 of the Employment Relations Act.

s78 - Eligible Employees proposing to take employment relations education leave

- (1) An eligible Employees proposing to take employment relations leave must tell his or her Employer -
 - (a) that the Employees proposes to take that leave; and
 - (b) the dates on which the Employees proposes to take that leave; and
 - (c) the employment relations education that the Employees proposes to undertake during that leave.
- (2) An Employer may refuse to allow an eligible Employees to take employment relations education leave if the Employer is satisfied, on reasonable grounds, that the Employees taking employment relations education leave on the dates notified would unreasonably disrupt the Employer's business.

s79 - Eligible Employees taking employment relations education leave entitled to ordinary pay

- (1) An Employer must pay to an eligible Employees the Employee's ordinary pay (as defined in section 4 of the Holidays Act 1981) for every day or part of a day taken by the Employees as employment relations education leave.
- (2) However, an Employer is not required to comply with subsection (1) in respect of any day for which the eligible Employees is paid weekly compensation under the Accident Insurance Act 1998.