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# Nazareth Charitable Trust – Nazareth House

## COLLECTIVE AGREEMENT

1<sup>st</sup> July 2019 to 30 June 2020

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## **1. NATURE OF THE AGREEMENT**

This is a multi-union Collective employment Agreement made pursuant to the Employment Relations Act 2000 and its amendments.

## **2. PARTIES**

The parties to this Collective Agreement are:

- (a) Nazareth Charitable Trust – Nazareth House
- (b) ETŪ INCORPORATED
- (c) The NZ Nurses Organisation Inc.

## **3. COVERAGE**

Any employee of the employer party to this collective agreement, who is either a member or becomes a member of the Union parties, who works in the facility, carrying out the type of work as specified in classifications section 9 and Schedule One. Including Any new positions or type of work that arise during the term of this agreement, will be brought to the attention of the Union parties, this new work will be covered by this collective agreement.

## **4. NEW EMPLOYEES**

As provided by section 62 of the Employment Relations Act 2000, all new employees employed after the date of signing of this Agreement, whose work comes within the coverage clause of this Agreement shall be for the first 30 days employed on the terms and conditions contained in this Agreement. The employer shall inform the employee that:

- a) This Collective Agreement exists and covers work to be done by the employee.
- b) The employee may join one of the above unions.
- c) How to contact the unions, with information provided by the E tū and the NZNO.
- d) If the employee joins one of the above unions, he/she will be bound by this Collective Agreement.
- e) If an employee joins either of the above Unions and chooses to pay union fees by any method other than via Nazareth House's payroll system, then that Union will advise HR of Nazareth House as soon as they become aware of the employee becoming a Union member.

The employer will provide new employees with a copy of the Collective Agreement and advise the employee that they acknowledge the right of the employee to join either the NZNO or the E tū and that the employer supports collective bargaining as the basis of determining the terms and conditions of employees who choose to join one of the Union parties.

## **5. LETTERS OF OFFER**

Each employee shall be provided with a letter of offer of employment prior to commencement of their employment. The letter shall include the information as required in clause 4 above and shall state the workplace or workplaces where the employee is required to work.

For permanent and fixed-term employees, the letter of offer shall state the employee's position, minimum guaranteed hours of work, rostering requirements, commencing ordinary hourly rate, and

commencement date. In addition, for fixed-term employees, the period of their engagement and the reason for their fixed-term employment shall also be stated. Additional terms shall be not inconsistent with the collective agreement.

Any subsequent variations to the original letter of offer shall be recorded in writing and kept on file. A copy will also be provided to the employee.

## **6. VARIATION OF AGREEMENT**

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

## **7. PERFORMANCE DEVELOPMENT**

All new employees will undergo an orientation program on their commencement of employment and will be remunerated for these days at the applicable rates of pay. The first part of orientation will be no less than four days, which includes 3 buddy shifts, with additional orientation provided for each area and/or different levels of care provided at the facility.

New employees will continue to be closely supervised by the employee's department manager, for four weeks depending on their experience and will receive informal feedback after fourteen days.

After orientation, employees will receive regular feedback on their performance throughout their first three months of employment with a formal performance review interview being undertaken at or about the time they have completed three months' tenure. Performance and development reviews will be undertaken annually thereafter.

A performance and development review interview will be through a joint meeting with the employee's direct line manager. The review will focus on the requirements of the position, outputs and standards of performance and will provide a forum where both parties can discuss opportunities for the coming period. Nothing in this clause shall prevent the employer from reviewing the employee's performance and development more frequently.

Where the employer fails to provide feedback or fails to ensure the performance review is undertaken as set out above, the employee shall not be disadvantaged by such failure.

## **8. DEFINITIONS**

- a) **"Permanent employee"** means an employee who works regular rostered or fixed hours
- b) **"Full time employee"** means an employee whose guaranteed hours of work shall be 32 hours per week or more.

- c) **“Part time employee”** means an employee whose guaranteed hours of work are less than 32 hours per week.
- d) **“Casual Employee”** means any employee who is not a permanent employee and does not hold any specified shifts on the roster and who can be called on to cover employee absence or vacant shifts.
- e) **“Fixed Term employee”** means any employee employed specifically on the basis that their start and completion of employment dates are clearly stated and agreed to by both parties, that their employment is for a specified project, event or purpose, and who otherwise receive all of the wages, allowances and conditions in this Agreement.
- f) **“Annual Practising Certificate”** means a Certificate issued pursuant to Health Practitioners Competence Assurance Act 2003.
- g) **“Shift”** shall mean a set of defined rostered hours of work.
- h) For the purpose of calculating pay the following definitions shall apply:

**“Week”** in the case of day employee means the seven days computed from 7am Monday to 7am the following Monday. In the case of a night employee, “week” means the seven days computed from 11pm Sunday to 11pm the following Sunday.

**“Pay Period”** - the pay period is fortnightly and will fall Tuesday to Tuesday to coincide with the stated Facility roster and the established Facility payroll cycle.

**“Relevant Daily Pay”** for the purposes of calculating payment for a public holiday means the amount of pay the employee would have received had the employee worked on the day concerned and shall include payments for overtime if those payments would have been received on the day concerned.

**“Gross Earnings”** includes salary or wages, allowances, payment for annual leave, payment for public holidays, payment for sick leave, payment for bereavement leave, payment for the first week for work related accidents and overtime payment

**“Average Weekly Earnings”** shall be 1/52 of the Employee’s gross earnings

**“Ordinary Weekly Pay”** shall be the Employee’s gross earnings for the 2 (two) fortnightly pay periods divided by 4 (four)

- i) **“Otherwise Working Day”** shall mean where the employee’s cyclic or rotating roster pattern fell on one of the 11 public holidays specified in the Holidays Act.
- j) **“Workplace”** shall mean any part of the reasonably designated Facility or Facilities where the employer may require the employee to undertake duties so long as the employee has the

competency to undertake the required duties. Current employees, at the date this Agreement is ratified, may agree to amend their designated Facility to include other Oceania Facilities covered by this Agreement.

- k) **“Unions”** shall mean E tū Inc and the NZ Nurses Organisation Inc.

## 9. CLASSIFICATIONS

The following designations are defined to indicate the qualification and expertise appropriate to each classification of employee specified in this Agreement. Other classifications may be added by Agreement between the parties:

- (a) **“Chef/Cook”** means a person who is wholly or substantially employed in the preparation and cooking of meals.
- (b) **“Kitchen Assistant”** means a person engaged to carry out any duties inside the kitchen which may include service throughout the facility but with limited cooking duties focussed primarily on the reconstitution of prepared ingredients and/or the application of heat.
- (c) **“Dining Attendants”** means a person who is employed in domestic duties that may include; kitchen (with limited cooking responsibility), food service, orderly, and who works under the delegation and direction of the registered nurse.
- (d) **“Cleaner and Laundry”** means a person who is employed primarily on domestic duties including cleaning, laundry, food service, orderly and other duties directed as required from time to time.
- (e) **“Personal Care Worker”** means a person who assists residents in their activities of daily living, personal care and such other duties as are reasonably required to deliver care. A Personal Care Worker shall not be expected to undertake clinical duties which would otherwise be done by a registered nurse unless assessed as currently competent and at the direction of a registered nurse.
- (f) **“Wellbeing and Lifestyle Assistant”** means a person who is employed to deliver recreational programmes under the guidance of a Clinical Service Manager. The Coordinator will have a Diversional Therapy Certificate Level 4.
- (g) **“Enrolled Nurse”** means a person whose name is on the register maintained by the NZ Nursing Council as an Enrolled Nurse, as defined in the Health Practitioners Competence Assurance Act.
- (h) **“Registered Nurse”** means a person who is on the register maintained by the NZ Nursing Council as a Registered Nurse, as defined in the Health Practitioners Competence Assurance Act 2003.

- (i) **“Maintenance Person”** means a person who is employed to undertake general maintenance in and around the Facility.
- (j) **“Gardener”** means a person who is employed to undertake gardening duties.
- (k) **“Receptionist”** means a person who is employed to undertake reception and general office duties as are required.

## **10. ROSTERS**

“Roster” means the published fortnightly schedule of work and time allocation and shall reflect the agreed hours of each employee rostered to work in that period. The Roster may also include shifts that may be worked at the employer’s discretion subject to the Facility’s operational requirements inclusive of occupancy levels.

The roster will be displayed on the staff notice board, available to employees 14 days in advance of the commencement of each roster period. Once posted, the employer may not change the roster for that period without the agreement of the employee directly impacted by the proposed changes. Employees may be requested to work extra shifts at short notice but shall not be required to work the extra shifts if they are reasonably unable to do so. In allocating offers of additional hours the employer shall ensure, where practicable, that these are offered fairly and equitably amongst existing employees.

Employees may swap shifts with fellow employees or undertake the rostered shifts of a fellow employee provided the Clinical Services Manager approves the swap or change and the replacement employee is fully trained and capable of undertaking those duties and health and safety requirements are met. Employees swapping or undertaking additional shifts do so without there being any additional cost to the employer.

Where occupancy is such that any of the parties requires changes to the roster or where any of the parties wishes to undertake a review of the effectiveness/efficiency of the roster, the parties will consult with each other and the employees to determine in the first instance mutually acceptable arrangements in response to the rise or fall in occupancy levels or the effectiveness/efficiency of the Facility.

## **11. HOURS OF WORK**

The ordinary hours of work of an employee shall be up to 40 hours per week or, where agreed with the Facility Manager or Clinical Leader/Manager, 80 hours per fortnight worked in a fixed shift structure where shifts shall be no longer than 12 hours in duration. An employee shall not be required to work more than 14 hours including overtime in any one period of work.

All practical steps shall be taken to ensure that full time employees will normally work consecutive days and will normally have two consecutive days off.



No employee shall be required to work more than 5 hours without an uninterrupted interval of at least half an hour unpaid break for a meal. If a meal break is worked through at the employer's request, or an employee is specifically requested to stay on the premises during their meal break/s the meal break will be paid for. When requested, employees required to remain on duty throughout a meal break will be provided with a meal.

As per the Employment Relations Act, an employee is entitled to the following meal/rest breaks :

- Work period between 2 hours and 4 hours - If an employee's work period is 2 hours or more but not more than 4 hours, the employee is entitled to one 10-minute paid rest break.
- Work period between 4 hours and 6 hours - If an employee's work period is more than 4 hours but not more than 6 hours, the employee is entitled to one 10-minute paid rest break; and one 30-minute meal break.
- Work period between 6 hours and 8 hours - If an employee's work period is more than 6 hours but not more than 8 hours, the employee is entitled to two 10-minute paid rest breaks; and one 30-minute meal break.

The employer shall make available tea, coffee, water, milk and sugar for all employees.

The ordinary hours for a night shift for designated employees, who cannot be relieved for a meal, shall include a paid meal break.

Employees shall not ordinarily be called back and required to work after their rostered day's work has finished until after a break of nine hours. Any call back period during which an employee is required to work with less than a nine hour break shall be paid at overtime rates for the hours worked. Any employee who is brought back to work in these circumstances shall be paid for a minimum of three hours. This excludes employees who are already working a shift and are asked to continue to work past their usual finishing time, due to unforeseen operational needs.

Employees agree to notify their manager of any secondary employment.

Employees acknowledge that additional hours may be requested to be worked in excess of rostered hours in order to meet the requirements of the operation of the Facility but that the employee's agreement shall be required for such additional hours which shall not be unreasonably withheld.

Nazareth House is committed to the principle of full employment for staff who wish to have full time or part time permanent employment based on positions being available, suitability of employee and management approval.

## **12. OVERTIME, ON CALL, PM, NIGHT AND WEEKEND RATES**

Where an employee is required to work in excess of 8 hours on any one day, 40 hours in any one week or 80 hours in any fortnight where the employee is working a fixed shift roster that involves working more than 40 hours in one week and less than 40 hours in the second week, such hours shall count as overtime and be paid for at the rate of time and a quarter (1.25).

By exception, on individual occasions, the above overtime rate shall not apply where an employee requests in writing additional hours that would otherwise count as overtime, in which case the employee will be paid at his/her ordinary rate of pay.

Employees required to work between the hours of 2:45pm and finishes at 11:00pm, Monday to Friday shall be paid an allowance in addition to ordinary remuneration. (See Schedule One for Afternoon Shift rate).

Employees required to work between the hours of 11:00pm and 7am, Monday to Thursday, shall be paid a night rate allowance in addition to ordinary remuneration. (See Schedule One for the Night Rate). Where an employee is being paid at overtime rates, the night rate shall not apply.

Employees required to work between the hours of 11:00pm Friday and 7am Sunday shall be paid a weekend rate in addition to ordinary remuneration. (See Schedule One for the Weekend Rate). Where an employee is being paid at overtime rates, the weekend rate shall not apply.

No overtime or penalty rate shall arise out of an arrangement made between individual employees. It is accepted that the nature of the business often precludes the giving of notice of the request to work overtime. The employer will give notice as soon as is practicable.

Prior approval from the General Manager or the Manager's designated alternative must be obtained before any overtime is worked.

### **13. RATES OF WAGES AND ALLOWANCES**

The respective minimum wages and allowances are as detailed in in Schedule One of this Agreement.

Employees who are medication competent required by the employer to do medication shall be paid an allowance. (See Schedule One for Medication Competent Allowance)

Employees who are required by the employer to manage a Health and Safety representative portfolio, a Personal Care Worker's representative portfolio or another portfolio at the discretion of the General Manager, shall be paid an allowance. (See Schedule One for Portfolio Allowance)

Employees required by the employer to remain on call shall be paid an on-call allowance. (See Schedule One for the on-call allowance).

### **14. PAYMENT OF WAGES**

Wages shall be paid fortnightly no later than Tuesday in any fortnight by direct credit to an account or joint account standing in the name of the employee. If the Tuesday falls on a public holiday, wages will be paid no later than the Wednesday in that fortnight. In the event of failure to pay the wages as provided for in this clause, the employer shall meet any reasonable bank charges incurred by the employee.

An employee will provide a bank account number to the employer for this purpose. The employee shall be supplied with a statement showing details of earnings and any deductions.

## **15. DEDUCTIONS**

The employer is entitled to make a rateable deduction from the employee's pay for:

- a) Those authorised by the employee
- b) Those provided for under another Act
- c) Those ordered by the Courts
- d) Time lost by the employee due to employment default, sickness, accident (where no special leave has been approved), absence at own request.
- e) Wages/salary paid in advance
- f) Unreturned goods, uniform, equipment, tools, stock or other legitimate debt owing by the employee to the employer
- g) Overpayments as provided for by section 6 of the Wages Protection Act and its amendments.

In the event of termination of employment, the employer is authorised to deduct from the employee's final pay including any holiday pay owing, any of those specified above whatever monies it may be owed under the employment relationship. The employer will provide the employee with notice of this prior to any deduction being made.

## **16. LEARNING AND DEVELOPMENT**

The employer is committed to providing its employees with learning and development opportunities that ensure the required service standards are met. An employee's learning and development may occur in a variety of ways, including, for example;

- On the job training
- Internal or external training sessions
- One on one coaching
- Staff meetings
- Conferences
- Employer operational policies and procedures
- External study

All learning and development are a joint commitment and this means that an employee will work with their Manager to develop an individual learning and development plan to suit the employee's needs as well as those of the employer as part of their annual performance review interview.

All employees required to attend mandatory training and staff meetings will be remunerated at their ordinary rate of pay for time spent at these sessions, as well as any external training courses authorised by the general manager.

Wherever possible this shall take place during normal working hours

## **17. LEAVE PROVISIONS**

### **17.1 Public Holidays**

"Public Holidays" are as defined below:

- Christmas Day (25 December), Boxing Day (26 December), New Year's Day and the day after (1 and 2 January)
- All other holidays: Waitangi Day (6 February), Good Friday and Easter Monday (dates variable), ANZAC Day (25 April), Queens Birthday (first Monday in June), Labour Day (fourth Monday in October) and Provincial Anniversary Day (date determined locally)

Pursuant to the provisions of the Holidays Act 2003 and its amendments, eleven public holidays shall be allowed, provided they fall on a day that would otherwise have been a working day for the employee.

The employer shall be entitled to require the employee to work on a public holiday.

Where the employee is required to work on a Public Holiday that would otherwise be a working day for the employee, the employee shall be paid at least the portion of his/her relevant daily pay (less any penal rates) for the time actually worked on the day plus half that amount again. He/she shall also receive an alternative holiday to be paid at the employee's relevant daily pay and taken at a time mutually agreed between the employer and the employee or, failing an agreement, in accordance with section 57 of the Holidays Act 2003.

Where the employee is required to work on a public holiday that would not otherwise be a working day for the employee, the employee shall be paid at least the portion of his/her relevant daily pay (less any penal rates) for the time actually worked on the day plus half that amount again.

Where the employee is not required to work on a public holiday and the day would otherwise be a working day for the employee, he/she shall be paid his/her relevant daily pay for that day.

Where any of the holidays, that would otherwise be a working day for the employee, specified in this clause, occur during the currency of the employee's annual leave, the employee shall be paid his relevant daily pay for the day and it shall not be treated as annual leave.

Transfer of public holidays over Christmas and New Year

- (a) Where any of these days fall on a Saturday and/or Sunday and the day would otherwise be a working day for the employee, the public holiday must be treated as falling on that day.
- (b) Where any of these days fall on a Saturday and/or Sunday the day would not otherwise be a working day for the employee, the public holiday must be treated as falling on the following Monday and/or Tuesday.
- (c) This section does not entitle an employee to more than 4 public holidays for Christmas and New Year.

## 17.2. Annual Leave

After the end of each completed twelve months current continuous employment with the employer, the employee is entitled to **four (4) weeks** annual holidays in accordance with the Holidays Act 2003 and its amendments.

Payment for annual holidays shall be in accordance with the provisions of the Holidays Act 2003 and its amendments.

Such holidays are to be taken in the year after entitlement at a time or times to be mutually agreed between the employee and the employer, having regard to the requirements of the business.

Leave in advance shall be at the discretion of the employer and deducted later from the employee's entitlement, or, where applicable, from any final payment on termination of employment.

The employee shall, if he/she so elects, be provided with an opportunity to take at least two weeks of his/her annual holiday entitlement in an uninterrupted break.

The time for taking annual holidays may be agreed between the employer and employee. The employer must not unreasonably withhold consent to the timing proposed by the employee, but failing agreement the employer may require the employee to take annual holidays by providing, after consultation with the employee, and having taken into account business operational needs and the opportunities for and recreation available to the employee, at least 14 days notice to the employee directing him/her to take annual holidays commencing on a particular date.

The employee shall make leave applications with 14 days' or more notice. The employer shall, where possible, make and communicate a decision on the leave application within 14 days of receipt of the request. Any application for leave within 14 days shall, in addition to the written request, require a verbal request to the Manager who shall respond within a reasonable time.

### **17.3 Long Service Payment/Leave**

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

This long service leave can be taken as a one off, one week's additional holiday, at a time agreed between the employer and employee or as a lump sum payment in the eleventh year of employment. The long service leave is not cumulative.

### **17.4. Personal Leave**

After six months of employment and on each 12-month anniversary thereafter, the employee shall be entitled to sick leave:

- a) 5 paid days of sick leave per annum for full time employees (pro rata after 6 months employment).
- b) A part – time employee's days shall be pro rata of entitlement, provided that the employee shall not receive less than five days sick leave entitlement each year in accordance with the Holidays Act 2003.

- c) For the purpose of this clause a half day sick leave will be deemed to be when 50% or more of the employees rostered day has been worked and a full day sick leave will be deemed to be when 50% or less of the employee's rostered day has been worked.
- d) The employee may carry over unused sick leave to a maximum thirty days' current entitlement in any one year. Any unused sick leave is not payable on termination of employment.
- e) Relieving employees or employees doing relieving work shall not be entitled to sick leave for any relieving work period.
- f) If the employee is sick for more than three working days', the employer may request a medical certificate of which the employee must supply at the employee's cost. Should the employer reasonably suspect that sick leave taken within the first three days is not for genuine reasons the employer, upon identifying such suspicion/s, can require the employee to provide proof of sickness by requesting a medical certificate from a registered GP at the employer's expense.
- g) Where an employee has less than three months' service, the employee may make an application to the employer for paid sick leave which the employer may grant at its discretion. Such leave will be debited from the employees' entitlement after six months' employment or shall be reimbursed to the employer where service is less than six months.
- h) Sick leave shall be paid at the employee's relevant daily rate of pay, calculated in accordance with the Holidays Act 2003 and its amendments.
- i) Sick leave may be taken only when the employee is unable to attend work due to sickness or injury. Sick leave may be taken when the spouse of the employee is sick or injured, or when a person who depends on the employee for care is sick or injured.

The employee understands and accepts that these provisions are intended for genuine reasons of absence due to sickness or injury and undertakes not to misuse or attempt to misuse sick leave.

- j) Only at the employee's request, may the employer allow the employee to use annual holiday entitlement when sick leave is exhausted.
- k) Where the employee is in receipt of ACC assistance, the employee's General Manager will be consulted as part of this process.

Where the medical report indicates that the employee is likely to be unable to perform his or her duties fully for a period of at least twelve weeks, the employer may terminate the employee's employment with the employer. Should the employee refuse unreasonably to comply with a request to undergo a medical examination, this may constitute grounds for a disciplinary process that may in turn lead to termination of employment.

Before taking any action under this clause, the employer shall require the employee to undergo a medical examination by an agreed registered medical practitioner and the employee authorises such medical practitioner to report on the employee's health and prognosis to the employer as it relates to the employee's capacity to fulfil their duties under this agreement.

If sick leave entitlement has been exhausted and an employee experiences extenuating circumstances; the employee can request to take up to five days additional personal leave as a result of extenuating circumstances. This leave request can only be assessed and approved at the General Manager's discretion on a case by case basis. The General Manager may request evidence to be provided.

## **17.6. Bereavement Leave**

The basic intent of this provision is to provide every reasonable opportunity for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). The employer may approve bereavement leave on pay for an employee to discharge any obligation and/or pay respects to a deceased person with whom the employee has had a close association. The length of time off shall be as follows:

- Up to three (3) paid days leave on the death of the employee's spouse, partner, parent, child, sibling, grandparent, grandchild or parent in law.
- Another three (3) paid days leave within a year for an employee to observe a traditional ritual during a family's death anniversary.
- One (1) paid day's leave for any other person if the employer accepts that the employee has suffered a bereavement as a result of the death.

The above will be in accordance with the following criteria:

- (a) The closeness of the association between the employee and the deceased, which need not be a blood relationship.
- (b) Whether the employee must take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death.
- (c) The amount of time needed to discharge properly any responsibilities or obligations.

Other matters in relation to bereavement leave:

- (a) Reasonable travelling time should be allowed, but for cases involving overseas travel, that may not be the full period of travel.
- (b) A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary.
- (c) If paid special leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.
- (d) The employer may require that satisfactory evidence be provided when paid leave is requested.

## **17.7. Jury Leave**

The parties of this Agreement agree that considering the nature of the business, should an employee be called for Jury Service, both parties may agree to jointly make application to the Court for leave from Jury Service.

If however, leave of the court is not granted, or the employee wishes to serve, the employee shall be granted Jury Service leave as per the following conditions: -

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 employer provided:

- That the employee produces the Court expenses voucher to the employer.
- That the employee returns to work immediately on any day she/he is not actually serving on a Jury.

These payments shall be made for up to a maximum of five days in respect of each separate period of jury service.

## **17.8. Parental Leave**

The parties to this Agreement are committed to the development of progressive and innovative practices that recognise the need to balance personal childcare responsibilities with the needs of the employer, whilst retaining skills, knowledge and employment opportunities.

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

## **18. OCCUPATIONAL HEALTH AND SAFETY**

The parties' attention is drawn to the Health and Safety at Work Act 2015. The principal object of this Act is to provide for the prevention of harm to employee at work.

The parties agree to use an agreed Worker Participation Agreement. The Worker Participation Agreement will be posted in each workplace on the Health and Safety noticeboard and will be reviewed annually at MUCA negotiations.

The Act requires that all parties participate in workplace health and safety programs as a step towards ensuring that the workplace is a safe and healthy environment. The employer's current health and safety policy provides all employees with the opportunity to participate in continuous health and safety improvement and management through representation by their nominated representatives at health and safety meetings.

The employer will take all practical steps to systematically identify and manage potential and specific hazards by eliminating, isolating or minimising them, before or as they arise.



The employee agrees to take all reasonable precautions for the safety and health of him/herself and others in the workplace.

Where an employee becomes aware of damage or faults to equipment or the existence of other hazards that may endanger the health and safety of others, he/she will immediately report such damage, fault or hazard to management.

The employee agrees that he/she know and understand the employer's health and safety rules and procedures. Where an employee fails to comply with Health and Safety rules and procedures, disciplinary action may result.

The employer shall provide such protective clothing and equipment as is necessary for the safe operation of each job in the workplace. The employee shall ensure that such clothing and equipment is used properly and treated with respect.

The employer may from time to time at their discretion amend their safety policy to take into account current legislation, changes in work practice and improvements in safety techniques and equipment.

## **19. FAMILY VIOLENCE SUPPORT**

Family violence may impact on an employee's attendance or performance at work. Nazareth will support employees experiencing family violence.

An employee is entitled to domestic violence leave if the employee is a person affected by domestic violence (as defined in section 72B of the Domestic Violence Act 1995). An employee seeking domestic violence leave is entitled to up to 10 days of paid leave in each 12-month period after completing three continuous months with the employer. Employees requesting leave under this clause must put any request in writing.

An employee seeking domestic violence leave must provide proof of family violence from the police, a health professional or a family violence support service.

If an employee is rostered to work on the day the employee is intending to take domestic leave, the employee agrees to notify the General Manager or the manager's designated alternative as early as possible before the employee is due to start work on the day, or if that is not practicable, as early as possible after that time. The employers agree to provide the employee with information about appropriate specialist domestic violence support services.

To support safety planning and avoidance of harassing contact, the employer will approve any reasonable request from an employee experiencing family violence for:

- Changes to their span or pattern of working hours, locations or work or duties;
- A change to their work telephone number or email address; and
- Any other appropriate measure including those available under existing provisions for flexible work arrangements.

“Domestic violence leave” means paid domestic violence leave provided under Subpart 5 or Part 2 of the Domestic Violence Act 1995.

“Family violence” means domestic violence as defined in section 3 of the Domestic Violence Act 1995.

## **20. ACCIDENT & INJURY REPORTING PROCEDURE/ ACCIDENT COMPENSATION CLAIMS**

Employees shall record and report to the appropriate Manager or other designated employee, all accidents/injuries which occur arising out of or during the course of employment in accordance with the health and safety policy. The General Manager shall take such action as is appropriate and will notify employees of same.

Employees will notify the employer on the same day where possible, or within one working day, of filing any work-related claim with Accident Compensation Corporation (ACC) or Partner and provide the employer with a copy of the application made to ACC or Partner and other documentary evidence and medical certificates as well as other relevant information, as they are provided to ACC or Partner from time to time relating to an employee’s continued eligibility for compensation.

## **21. HARASSMENT AND BULLYING**

All employees have the right to work without fear or concern of being harassed or bullied based on age, marital status, gender, religion, ethnic or national origin, ethical belief, colour or race, employment status, disability, sexual orientation, political opinion, family status, or membership of an employee organisation.

All bullying and harassment incidents will be treated seriously, and formally investigated if appropriate/required. Where bullying or harassment of any kind is established, and it constitutes a breach of the Nazareth Care EEO Harassment, Discrimination and Bullying Policy, Nazareth Care Code of Ethics and Conduct Policy or Nazareth Care Conditions of Employment Policy, disciplinary action will be taken.

### **Bullying**

Workplace bullying is unwanted and unwarranted behaviour that a person finds offensive, intimidating or humiliating, is repeated, and has a detrimental effect upon a person’s dignity, safety and well-being. Examples are, but not limited to:

- Being humiliated or ridiculed
- Insulting or offensive remarks
- Persistent criticism of work (other than constructive performance management)
- Threats of violence or abuse
- Repeated reminders of mistakes
- Being ignored or excluded
- Intimidating behaviour
- Excessive monitoring of work
- Having important information withheld (that is necessary to be able to do your job/work)
- Being exposed to an unmanageable workload

- Gossip or rumours
- Treating other occupational groups as inferior

## **Harassment**

Harassment can be defined as any unwelcome comment, conduct or gesture that is insulting, intimidating, humiliating, malicious, degrading or offensive. It might be repeated or an isolated incident, but it is so significant that it adversely effects someone's performance, contribution or work environment. It can include physical, degrading or threatening behaviour, abuse of power, isolation, discrimination, sexual and / or racial harassment. Harassment is behaviour that is unwanted by the recipient even if the recipient does not tell the harasser that the behaviour is unwanted.

Harassment can take place between:

- A staff member and a manager
- Co-workers
- A worker and a resident
- A worker and another person in the workplace

## **Sexual Harassment:**

Sexual harassment covers as any form of uninvited sexual attention or sexually orientated activity towards an employee by another employee or client or supplier, which persists to the point of making an employee uncomfortable, annoyed or distressed.

Sexual harassment may take many forms including the following:

- sex-oriented gestures or comments
- sex based insults, taunts, teasing or name calling
- unwanted and deliberate physical contact.
- requests for sexual activity which carry overt or implied threats or promises regarding the employee's employment
- Persistent and unwelcome social invitations or telephone calls

## **Racial Harassment**

Racial harassment covers the use of language (whether written, spoken or non-verbal), or visual material, or behaviour that expresses hostility against, or brings into contempt or ridicule, any other person(s) on the ground of colour, race, or ethnic origins which is hurtful or offensive (whether it is conveyed to that person or not) or has a detrimental effect.

Specific examples include:

- Jokes or songs of a racial nature
- Mocking others' accents
- Deliberately mispronouncing names
- Racial or ethnic oriented jibes or abuse
- Displaying offensive material
- Distribution of racist material

This list is not exhaustive and the employer recognises that behaviour that may be regarded as harmless, trivial, a joke or acceptable by one person may be regarded as racial harassment to another.

For more detail please, refer to the bullying and harassment procedures.

## **22. UNIFORMS AND EQUIPMENT**

Uniforms, and where necessary, other personal protective equipment, shall be supplied to all employees. Safety equipment will be provided to employees who require it.

The employer may provide tools required by maintenance and gardening employees or, if such equipment is not supplied, an allowance shall be paid for the use of the personal provision of these items.

Where uniforms or other equipment are supplied by the employer, these items continue to be the property of the employer and are required to be returned at the termination of employment in reasonable condition, given fair wear and tear.

Employees will be provided with company uniforms in accordance with the employer's policy which must be worn during working hours and worn in a neat and tidy manner. Where the uniforms change, new uniforms will be provided to employees.

Unserviceable items must be returned to the employer prior to the issue of a replacement item. The employee is obliged to wear appropriate footwear when on duty.

The employer will consult with a representative group of union members on any proposal for changes to uniforms.

## **23. EQUAL EMPLOYMENT OPPORTUNITY**

The employer is committed to policies which ensure the absence of discrimination in employment on the grounds of race, colour, sex, marital status, religious belief, disability, sexual orientation, union and political affiliation, age and to the promotion of equal employment opportunity for all employees.

The employer will comply with all legislative requirements covering equal employment opportunities.

## **24. TERMINATION OF EMPLOYMENT**

This Agreement may be terminated by either the employer or the employee by giving written notice of not less than:

- Four weeks for a Registered or Enrolled Nurse and Receptionist/Administration;
- Two weeks for any other employee;

unless both parties in writing agree to a lesser time.

The employer reserves the right to place the employee on garden leave at its discretion. The employer reserves the right to dismiss the employee summarily for serious misconduct, as described

in the Nazareth Care Exit & Termination Policy and the Nazareth Care Performance Improvement and Disciplinary Policy.

In the event of an employee being discharged or leaving, having given the required period of notice, wages due shall be paid within 3 business days of the employee's final day of service.

Provided further that should the employee terminate without having given the required period of notice, the employer shall pay the wages due in the next pay run.

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

## **25. ABANDONMENT OF EMPLOYMENT**

Where an employee absents him/herself from work for a continuous period exceeding three working days without the consent of the employer, or without good cause and the employer has made reasonable efforts to contact the employee, the employee shall be deemed to have terminated his/her employment without notice.

Where the employee has abandoned his/her employment and has not given the employer the required notice period, the employee shall forfeit the required notice period.

## **26. REDUNDANCY**

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

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

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

The employer will:

- Advise the Union/s of any impending redundancy situations and the likely number of employees affected in order to allow consultation and consideration of alternatives.
- Consult with the employee/s affected and the Union/s and will receive for its consideration, any submission that contains suggestions for alternatives to redundancy
- In the event that a decision is reached to declare the employee's position wholly or partially redundant, engage in further consultation with the employee, regarding the possibility of re-deployment, notice and/or compensation for partial redundancy, or any other terms relating to the termination of employment.

In the event that the employee's position is made wholly or partially redundant, the employee affected will receive a minimum of one month's notice of the termination or relocation of his/her

employment, unless a lesser period is agreed to between the employer and the employee. The employer may at its discretion, make payment in lieu of notice and not require the employee to work out the notice period.

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

No redundancy shall arise by reason of the sale, transfer, lease, amalgamation, succession or restructuring of the whole or part of the employer's business where the employee is offered employment by the purchaser, transferee, lessee, amalgamated company, successor or the same company, in the same or similar capacity on no less favourable terms and conditions.

Redundancy compensation will be paid on the following basis:

- (a) Four weeks' ordinary pay for the first year of service and one weeks' pay for each completed other year of service with a cap of twenty weeks
- (b) Redundancy compensation (excluding notice provisions) shall only be payable to redundant employee with at least 12 months' current continuous service.

## **27. EMPLOYEE PROTECTION PROVISION**

The purpose of this provision is to provide protection for the employment of an affected employee if the employer's business is restructured.

### **Restructuring**

Restructuring, in relation to the employer's business means:

- Entering into a contract or arrangement under which the employer's business (or part of it) is undertaken for the employer by another person; or
- Selling or transferring the employer's business (or part of it) to another person

In the event of a restructuring that may affect an employee's future employment, the employer will undertake the following steps:

- The employer shall initiate and agree on a negotiation process with the potential new employer around the extent to which the proposed restructuring related to the affected employee's position as soon as practicable.
- The employer will negotiate with the potential new employer the following:
  - Whether or not the employee's position would transfer to the potential new employer;
  - Where an employee's position would transfer to the new employer, the terms and conditions of employment that would be offered to him/her by the potential new employer; and
  - The proposed date that an employee would commence employment with the potential new employer.

In the event that an employee is not offered employment with the potential new employer for whatever reason, his/her redundancy entitlements will be determined in accordance with the redundancy provision of this Agreement.

## **28. TIME AND WAGES RECORDS**

**28.1** The employer shall keep a time and wages record in which shall be correctly recorded:-

- (a) The name and last known postal address of every employee employed.
- (b) The kind of work in which they are employed.
- (c) The daily hours of their employment.
- (d) The wages paid on each pay day and the date thereof.

**28.2** Employees will use time recording systems provided by the employer as may be necessary to accurately record hours worked and absences.

**28.3** The employer shall ensure employees are able to access all leave and pay enquires.

## **29. UNION RIGHTS PROVISIONS**

### **29.1 Access**

The agreed protocol between the parties shall apply.

### **29.2 Staff Lists**

- (a) The employer shall supply a list of names and postal addresses of union members to the relevant union party to this Agreement unless specifically requested not to do so by the employee.
- (b) The request for a list shall not be made more than once every six months.

### **29.3 Paid Meetings**

- (1) The employer must allow every union member employed by the employer to attend-
  - a) at least 2 union meetings (each of a maximum of 2 hours' duration) in each calendar year.
- (2) The Union/s must give the employer at least 14 days' notice of the date and time of any Union meeting to which subsection (1) applies.
- (3) The Union/s must make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting to which subsection (1) applies, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operations to continue.

- (4) Work must resume as soon as practicable after the meeting, but the employer is not obliged to pay any union member for a period longer than 2 hours in respect of any meeting.
- (5) The employer must allow a union member employed by the employer to attend a meeting under subsection (1) on ordinary pay to the extent that the employee would otherwise be working for the employer during the meeting.
- (6) For the purpose of subsection (5), the union/s must –
  - a) supply to the employer a list of members who attended the union meeting; and
  - b) advise the employer of the duration of the meeting.

#### **29.4 Recognition of Delegates**

- (a) The employer recognises that delegates of unions party to this Agreement are the authorised representatives of union members, and that their role as delegate includes member recruitment, education, attendance at meetings, representation of members, negotiations and consultative forums.
- (b) Delegates will be recognised by the employer following written confirmation of their election from the union office. Delegates shall be granted with the approval of the Manager, and having regard to resident needs, reasonable time during the working day to attend to union related matters.

Delegates elected to or appointed to Union bodies shall also be granted up to 16 hours on pay per annum to attend to such duties.

#### **29.5 Copy of Agreement**

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

#### **29.6 Union Fee Deductions**

With the written authority of the employee, the employer shall deduct union fees from the wages of members of the Union/s who are bound by this Agreement. The employer shall remit the union fees electronically to the Union/s on a fortnightly basis. This also includes periods of time off work on paid leave.

#### **29.7 Employment Relations Education Leave**

- (i) The employer will release employees bound by this Collective Agreement on paid education leave in accordance with the provisions of the Employment Relations Act 2000.
- (ii) The annual allocation of paid education leave for employees bound by this Collective Agreement will be calculated pursuant to Section 74 of the Employment Relations Act 2000.



### **30. EMPLOYMENT RELATIONSHIP PROBLEMS**

A employment relationship problem includes a personal grievance, a dispute and any other problem relating to or arising out of an employment relationship.

Employment relationship problems shall be dealt with in accordance with the procedure in Schedule Three of this Agreement.

Should an employee wish to raise a personal grievance, she/he must raise the grievance with the employer within 90 days from the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the later.

All Union members shall be entitled to raise a personal grievance claim of unjustified dismissal regardless of whether or not an employee has been employed for less than 90 days.

### **31. CONFIDENTIAL INFORMATION**

Employees must not disclose any relevant confidential or commercially sensitive information or knowledge which employees may acquire or have acquired during their employment with the employer concerning the personal circumstances and business affairs, of the employer or of its customers, residents or employees.

The above restrictions apply both during employment and after termination. However, such restrictions shall not apply to confidential information that may become publicly known without employees breaching these provisions or to information that they are required to divulge in order to properly fulfil their duties and responsibilities to the employer.

### **32. SAVINGS**

#### **NO DISADVANTAGE**

Nothing in this Agreement shall operate to reduce any entitlements of employees as specified in an individual employee's Savings Terms and Conditions Letter following the implementation of the Collective Agreement effective from 1<sup>st</sup> July 2019.

For the avoidance of doubt, the parties confirm that no employee who joins NZNO/E tū following the date of ratification of this agreement, or during the currency of this agreement, shall have their base hourly rate or any terms and conditions reduced upon joining NZNO/E tū.

### **33. TERM OF AGREEMENT**

11 Months from 1 July 2019 to 30 June 2020

**SIGNATORY PARTIES TO THIS AGREEMENT**

Nazareth Charitable Trust – Nazareth House

(EMPLOYER PARTY)

by their duly authorised representative)

NAME Mirinda Robertson, General Manager

SIGNATURE 

DATE 25/7/2019

**E TU INC**

(UNION PARTY)

NAME Michelle Talingting

SIGNATURE 

DATE 23/07/2019

**NZ NURSES ORGANISATION INC**

(UNION PARTY)

NAME Lynda Boyd

SIGNATURE 

DATE 23/07/2019

## Schedule One – Wage Scale

The following are the minimum rate of wage payable under the MUCA Agreement.

For avoidance of doubt, the increase in rates does not apply to any occupational groups who were included in the Pay Equity Settlement.

<b>Classification</b>	<b>Level</b>	<b>Rate of Pay From 1 July 2019 to end of March 2020</b>	<b>Rate of Pay From first pay period in April 2020</b>
<u>Kitchen Assistant/Dining Attendants</u> <u>Cleaner and Laundry</u> <u>Physio Assistant</u>	L1 - Start	\$17.80	18.98
	L2	\$17.95	19.10
	L3	\$18.10	19.30
	L4	\$18.53	19.50
	L5	\$18.98	\$19.70
<u>Administrator</u> <u>Receptionist</u>	Entry	18.86	
	Proficient	20.60	
	Merit	22.37	
<u>Maintenance/Gardener</u>	L1	21.09	
	L2	22.12	
	L3	23.15	
<u>Cooks</u>	L1	20.10	
	L2	20.62	
	L3	21.12	
	L4	21.62	
	L5	22.12	
<u>Personal Care Workers</u> <u>Wellbeing &amp; Lifestyle Assistants</u> <u>Diversional Therapist</u>	<b>Level</b>	<b>Rate – 1 July 2019</b>	
	L0	20.50	
	L2	21.50	
	L3	23.00	
	L4a	24.50	
	L4b	25.50	

Enrolled Nurse	Step 1	23.70
	Step 2	\$25.83
Registered Nurses	Step 1	29.71
	Step 2	32.50
	Step 3	33.50
	Step 4	35.00

## Allowances

### 1. Medication Competency Allowance

An allowance of \$1.00 per hour shall be paid to each Personal Care Worker on a shift which he/she is working doing medication. This allowance is only payable to a Personal Care Worker that is medication competent.

### 2. Portfolio Allowance

An allowance of \$1.00 per hour shall be paid to an employee when required to manage a portfolio, approved by the General Manager. This is limited to a max of 3 and may include: 1 Health and Safety Representative, 1 Personal Care Worker Representative and another portfolio assigned to an employee at the discretion of the General Manager.

### 3. PM shift and Night Shift Allowance (Week Days)

An allowance of \$1.50 per shift is paid to employees that work an afternoon shift that commences at 2:45pm and finishes at 11:00pm

An allowance of 8% is paid to an employee that works a night shift, commencing at 11:00pm and finishing at 7am the following day.

### 4. Weekend Allowance

Night Shift - An allowance of 11% of the employee's hourly rate will be paid per hour in accordance with clause 13.

Day Shift – An allowance of 9% of the employee's hourly rate will be paid per hour in accordance with clause 13.

Note: The allowance will not be paid when the employee is being paid at time and a quarter rate.

### 5. On Call Allowance

An allowance of \$21.00 per day will be paid where an employee is required to be on call and available for work in accordance with clause 13.

## 6. Annual Practising Certificate

Registered, Enrolled Nurses shall be entitled to reimbursement of the fee payable for their annual practicing certificate. Reimbursement shall be made on production of the renewed certificate.

## 7. Transportation allowance

An allowance of \$0.76c per km will be paid where an employee is required to attend compulsory training if he/she travels more than 7.5 kms each way to the workplace or where the training will be held.

## Schedule Two - Procedure for resolving Employment Relationship Problems

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

1. Employment relationship problems include:
  - A personal grievance (a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union).
  - A dispute about the interpretation, application or operation of an employment Agreement.
  - Any other problems relating to or arising out of the employee's employment relationship with the employer, except matters relating to the fixing of new terms and conditions of employment.
2. If you believe there is a problem with your employment relationship with the employer then you should tell the employee's manager, either personally or through the employee's union or other representative, as soon as possible that:
  1. there is a problem; and
  2. the nature of the problem; and
  3. what you want done about the problem.
3. If for any reason you feel unable to raise the matter with your manager/Facility Manager or Human Resources Manager, other suggested contacts are:
  - E tū
  - NZ Nurses Organisation
4. In the case of a personal grievance, you must raise the matter with the employer within 90 days of the grievance occurring or coming to the employee's notice, whichever is the later. A written submission is preferable but not necessary.
5. You have the right to seek the support and assistance of your union representative or information from the Ministry of Business, Innovation & Employment Mediation Service at any time.

6. We will try to resolve the matter through discussion with you and/or your union or representative.
7. If the problem cannot be resolved through discussion, then either you or the employer can request assistance from the Ministry of Business, Innovation & Employment which may provide mediation assistance.
8. If the problem is not resolved by mediation, you may apply to the Employment Relations Authority for investigation and determination.

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