



***Presbyterian Support***

Otago

**PRESBYTERIAN SUPPORT (Otago)  
ORGANISATION INC**

**NEW ZEALAND NURSES**

**E TŪ INC**



**AGED CARE SERVICES**

**COLLECTIVE AGREEMENT**

**1 October 2023 – 30 September 2024**

## Contents

1.0	COVERAGE	1
2.0	PARTIES	1
3.0	NEW EMPLOYEES	1
4.0	EMPLOYEES	2
5.0	TERM	2
6.0	VARIATION AND NEW AGREEMENTS	2
7.0	AUTHORISED REPRESENTATIVES	3
8.0	GENERAL DUTIES OF THE PARTIES	3
9.0	DEFINITIONS	4
10.0	HOURS OF WORK	6
11.0	MEALS AND REST BREAKS	7
12.0	PAYMENT FOR WORK	8
13.0	PAYMENT OF OVERTIME	8
14.0	PAYMENT OF ALLOWANCES	9
15.0	ALLOCATION OF WORK	10
16.0	PAYMENT OF WAGES	10
17.0	DEDUCTIONS FROM WAGES	10
18.0	WAGES RECORDS	11
19.0	UNION MEETINGS	11
20.0	UNION DELEGATE / WORKPLACE REPRESENTATIVE	11
21.0	AMENITIES FOR STAFF IN RESIDENTIAL FACILITIES	12
22.0	MEALS SUPPLIED IN RESIDENTIAL FACILITIES	12
23.0	UNIFORMS AND CLOTHING	12
24.0	PUBLIC HOLIDAYS	13
25.0	ANNUAL LEAVE	14
26.0	LONG SERVICE LEAVE	15
27.0	BEREAVEMENT LEAVE/TANGIHANGA LEAVE	15
28.0	PARENTAL LEAVE	16
29.0	JURY SERVICE	16
30.0	STUDY LEAVE	16
31.0	SICK LEAVE	17
32.0	DISCRETIONARY SICK LEAVE	18
33.0	FAMILY VIOLENCE LEAVE	19
34.0	LEAVE WITHOUT PAY	20
35.0	LEAVE FOR MĀORI EMPLOYEES	20
36.0	PROCEDURE FOR LEAVE WITHOUT PAY	21
37.0	SHIFT EMPLOYEES ADDITIONAL LEAVE – Members only benefit	21
38.0	CULTURAL CONTRIBUTION RECOGNITION	22
39.0	MEETINGS	22
40.0	HEALTH AND SAFETY	22
41.0	TRAINING	23
42.0	INCIDENT AND INJURY REPORTING	24
43.0	SAFE STAFFING	25

44.0	PAY EQUITY AND GOVERNMENT CARE AND SUPPORT SETTLEMENT NEGOTIATIONS	25
45.0	HARASSMENT	26
46.0	DISCIPLINARY AND DISMISSAL PROCEDURES	26
47.0	TERMINATION - GENERAL	28
48.0	CONSULTATION	29
49.0	REDUNDANCY	29
50.0	RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS	32
51.0	SIGNATORY PARTIES	35
APPENDIX 1 36		

## 1.0 COVERAGE

1.1 This agreement shall cover those employees of the employer who are members of the Unions and who work for the employer in the positions of:-

- (i) Unit Nurse Manager/ Clinical Co-ordinator
- (ii) Registered Nurse
- (iii) Enrolled Nurse
- (iv) Supervising Cook
- (v) Cook
- (vi) Health Care Assistant
- (vii) Service worker
- (viii) Supervising Service worker
- (ix) Activities Co-ordinator
- (x) Clinical Manager

and who work in residential aged care facilities operated by the employer.

## 2.0 PARTIES

The parties to this agreement shall be:-

- (i) **Presbyterian Support Otago**, hereinafter referred to as Presbyterian Support or the Employer; and
- (ii) **The New Zealand Nurses Organisation Inc;** and
- (iii) **E TŪ INCORPORATED** hereinafter referred to as the Unions.

## 3.0 NEW EMPLOYEES

3.1 Any new employee who is offered employment by the employer in any of the positions outlined in clause 1.1 of this agreement, and who is not a member of either of the Unions, shall for the first 30 days of their employment have their terms and conditions of employment covered by this agreement.

3.2 If the new employee elects during those first 30 days to be covered under this agreement they shall join one of the Unions. That employee shall confirm their Union membership in writing to the employer.

3.3 Original agreements shall be held by Presbyterian Support and the Unions.

3.4 The employer will advise new employees of who the relevant union delegates are and provide their contact as part of the new employee induction process. The unions will provide updated delegate lists to the Employer.

#### **4.0 EMPLOYEES**

- 4.1 Where the employment of any employee ceases during the currency of this agreement, this agreement shall cease to apply to that person. Names of employees making union fee deductions through payroll, will be sent to the unions at regular agreed intervals.
- 4.2 Although this agreement shall cease to apply to any person who ceases employment with Presbyterian Support, that person will continue to be bound under an individual agreement of employment for the purpose of enforcing;
- 4.3 The rights duties and obligations arising out of the collective agreement (both express and duly implied) which have not been discharged or completed at the time the employment ceases; and
- 4.4 The rights duties and obligations which continue to bind Presbyterian Support and the employee after employment ceases whether or not they are express or implied.

#### **5.0 TERM**

- 5.1 This agreement shall come into force on the 1<sup>st</sup> day of October 2023 and expire on the 30<sup>th</sup> day of September 2024.

#### **6.0 VARIATION AND NEW AGREEMENTS**

- 6.1 The parties do not intend any variation of this agreement while it is current either collectively or individually and a variation shall not be made unilaterally by any party or the agent of any party.
- 6.2 Where Presbyterian Support and the Union parties agree, this agreement shall be varied in writing.
- 6.3 Presbyterian Support and any employee may agree in writing upon additional terms and conditions on an individual basis that are not inconsistent with the terms of this agreement.

## **7.0 AUTHORISED REPRESENTATIVES**

### **7.1 Right of Entry**

All authorised union representatives shall be entitled at all reasonable times to be upon the premises for the purposes related to the employment of its members and/or union business in accordance with sections 20, 20A and 21 of the Employment Relations Act 2000.

## **8.0 GENERAL DUTIES OF THE PARTIES**

8.1 Presbyterian Support will meet all obligations it has to employees, including the obligations to be a fair and considerate employer, subject always to the terms of this agreement.

8.2 Every employee covered by this agreement will diligently fulfil the responsibilities under their employment agreement and act in the best interests of Presbyterian Support including respect for and observance of any relevant job description, policies and rules of Presbyterian Support, not contrary to this agreement, that are in place from time to time.

8.3 Presbyterian Support shall not divulge or communicate any personal or confidential information relating to an employee other than to a person lawfully authorised to receive such information.

8.4 During the period of employment with Presbyterian Support, the employees will from time to time be exposed to information relating to the business of Presbyterian Support and its clients that is confidential in the normal course of business. All information is to be treated as strictly confidential and shall not be communicated to or disclosed to any unauthorised person at any time.

8.5 In this agreement "Confidential Information" means:

- a) Any information relating to the business affairs, financial or commercial arrangements of Presbyterian Support or of any customer of Presbyterian Support or other persons dealing with Presbyterian Support;
- b) Any information of a technical nature relating to any product, business activity, plan or process with which Presbyterian Support is involved or proposed to be involved, in any capacity, except insofar as such information is in the public domain or is a matter of general knowledge amongst persons engaged in business involving like products, business activities, plans or processes; and
- c) Information relating to the health or personal circumstance of residents and other people.

8.6 Subject always to the terms of this agreement, Presbyterian Support shall have full control and prerogatives as to the manner in which the work of Presbyterian Support shall be undertaken.

8.7 It is specifically recognised that the operations of Presbyterian Support and the work of the employees are subject to various regulatory provisions which must be observed.

## **9.0 DEFINITIONS**

### **9.1 Occupational Classifications.**

In this agreement:

9.1.1 "Unit Nurse Manager" is a registered nurse who is appointed to be in charge of staff and will deputise for the Facility Manager in their absence when required by the Director of Enliven Services. Their duties include supervision of staff, planning of staff leave and allocation of work.

9.1.2 "Clinical Coordinator" is a registered nurse who is appointed to provide clinical leadership for the facility and will deputise for the Facility Manager in their absence when required by the Director of Enliven Services.

9.1.3 "Enrolled Nurse" means a person as defined in the Enrolled Nurse Scope of Practice under the Health Practitioners Competence Assurance Act 2003.

9.1.4 "Registered Nurse" means a person as defined in the Registered Nurse Scope of Practice under the Health Practitioners Competence Assurance Act 2003.

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

9.1.6 "Supervising Cook" means the employee designated to supervise the work of the kitchen in addition to cooking responsibilities. Only one such employee shall be so designated in a kitchen.

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

9.1.8 "Supervising Service Worker" means the employee designated to supervise the work of the laundry and/or housekeeping/cleaning services.

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

9.1.10 "Activities Co-Coordinator" means a person who provides as their primary activity the planning and implementation of a quality of life program in a residential facility.

9.1.11 "Clinical Manager" means a person who is appointed to provide clinical leadership, education and management in accordance with contemporary clinical standards, who also deputises for the Facility Manager in their absence and participates in the after-hours management of the facility, including participating in the on-call roster.

## 9.2 **Type of Employment**

In this agreement:

9.2.1 "Permanent Employees" are those employees who have guaranteed hours of work and whose employment is not for a defined length of time.

9.2.2 "Temporary or Fixed Term Employee" means an employee who has an agreement with Presbyterian Support that their employment will, because of genuine reasons, end –

- at the close of a specified date or period; or
- on the occurrence of a specified event; or
- at the conclusion of a specified project.

9.2.3 "Relieving Employee" means an employee who has no guaranteed, permanent or regular hours or days of work. These employees are entitled to decline any work offered by Presbyterian Support. Where an offer of work has been accepted there is an obligation on the part of the employee to honour that commitment.

## 9.3 **Other Terms Defined**

In this agreement:

9.3.1 'Agreed hours of work' means guaranteed and ongoing hours of work worked by permanent and temporary or fixed term employees.

9.3.2 'Relieving hours of work' means all hours worked that are not agreed hours of work.

9.3.3 A 'week' means the seven-day period starting at 00.00 hours each Monday.



- 9.3.4 A 'day' in this agreement means the 24-hour period commencing when the employee first starts work after 00.00 each calendar day, except in cases of shifts commencing before 00.00 and crossing over onto the next day, in which case for over-time purposes, "A day" shall be treated as when the employee commenced work.
- 9.3.5 A 'shift' is where the hours of work are not broken except for meal and rest breaks.
- 9.3.6 A 'split shift' is where the regular hours of work have been agreed to occur in two shifts worked on the same day.
- 9.3.7 A 'night shift' means a shift commencing at or after 9.00 pm and concluding at or before 8.00 am the following day.
- 9.3.8 'Facility Duty Leader' means an employee designated by the employer to be in charge of the whole facility in the absence of the facility manager.
- 9.3.9 'On Call' means a staff member who is requested by the Manager or designated person to be on call for the purpose of being available to work a shift or shifts.
- 9.3.10 'Qualifying Shifts' means a shift which involves at least 4 hours work performed outside the hours of 8:00am – 5:00pm, excluding overtime.

## **10.0 HOURS OF WORK**

- 10.1 The guaranteed hours of work for each employee shall be recorded in the employee's letter of offer. Any changes to these hours will be recorded in writing. The agreed hours can be recorded as; the total number of hours per week, the days of the week on which the agreed hours are to be worked and the start and finish times of work.
- 10.1.1 Where an employee works guaranteed hours of work Presbyterian Support will endeavor to arrange such hours so that each employee's regular hours of work do not exceed 40 hours in a week and 8 hours in a day.; and
- 10.1.2 Regular hours of work are to occur with a break of 12 hours or more before the next shift.); and
- 10.1.3 Occur on 5 days out of each week or are arranged so that the employee has two consecutive days off three weeks out of four.
- 10.2 Sub clauses 10.1.1, 10.1.2 and 10.1.3 are all subject to the proviso that an employee and Presbyterian Support may agree on some other mutually satisfactory pattern.

- 10.3 Rosters will be prepared at least fortnightly in advance of their commencement and preferably 28 days in advance. Such rosters will be complete for rostered hours of work for employees with agreed hours of work and be completed as far as possible for all hours to be worked.
- 10.4 Rosters will not be changed for employees with agreed hours of work within the 14 day period before the start of that roster period without mutual agreement between Presbyterian Support and the employees concerned with the changes except as provided in the next sub-clause. Any interchange of duties sought by employees is subject to approval by Presbyterian Support. No additional overtime or allowances shall arise out of an arrangement initiated by individual employees.
- 10.5 The agreed hours of work for some employees vary according to the number of residents in a unit or facility and/or clinical need. Where these regular hours of work change because the number of residents has increased or decreased or due to clinical need, the minimum period for notifying the change will be 48 hours. Where the operational requirements at a facility require increased permanent hours, these will be first offered to those employees not working a total of 40 permanent hours a week or 80 hours a fortnight.
- 10.6 Permanent employees may agree to be rostered "on call". An employee who is on call shall be available and fit for work if called on.
- 10.7 Employees will maintain such time recording systems provided by Presbyterian Support as may be necessary to accurately record hours worked and absences.
- 10.8 An employee who knows they are to be unavoidably late or absent must notify their manager or a supervisor prior to the start of her/his rostered commencement times by phone where possible.

## **11.0 MEALS AND REST BREAKS**

- 11.1 In keeping with the requirements of the Employment Relations Act 2000, meal and rest breaks will be provided as follows:
- 11.1.1 Where the duration of a shift is two or more hours but not more than four hours, one 15-minute paid rest break will be provided.
- 11.1.2 Where the duration of a shift is more than four hours but not more than six hours, one 15-minute paid rest break and one 30-minute unpaid meal break will be provided.
- 11.1.3 Where the duration of a shift is more than six hours but not more than 8 hours, two 15-minute rest breaks and one 30-minute unpaid meal break will be provided.

11.1.4 Where the duration of a shift is more than 8 hours the same breaks as set out in 11.1.1, 11.1.2 and 11.1.3 shall apply as if the employee's work period had started at the end of the eighth hour.

11.2 A meal will be supplied when an employee is required to work overtime in excess of one hour and such overtime extends over the employee's normal mealtime. If Presbyterian Support does not provide a meal then a Meal Allowance as specified in Appendix 1 will be paid. Presbyterian Support will provide milk, tea, coffee and sugar for rest breaks.

11.3 Where an employee cannot be released by the employer for a meal break the employee shall be entitled to eat a meal during paid duty hours but shall remain responsible for and attend to matters requiring immediate attention. This period shall be regarded as working paid time at the appropriate rate (the rate payable at that time) and associated allowances.

## **12.0 PAYMENT FOR WORK**

12.1 Hours worked will be paid at the rate per hour set out in Appendix 1 for the relevant position ("the ordinary rate") except as set out in clauses 13 and 14 when the overtime rate for hours worked plus the appropriate allowance is to be paid.

12.2 "The overtime rate" is one and a half times the ordinary rate for the first three hours and twice the ordinary rate for hours in excess of three hours.

12.3 All employees will be paid a minimum of three hours for each day on which they work, excluding orientation, training, meetings and 'on-call' work.

12.4 Employees may be required to undertake any other duties that they are lawfully permitted to perform. For the purposes of remuneration, employees shall be classified in terms of clause 9.1 according to the duties to be wholly or substantially performed.

## **13.0 PAYMENT OF OVERTIME**

13.1 Payment of overtime rate is to be paid only in accordance with this clause.

13.2 Overtime will be paid for hours worked in excess:

13.2.1 Of 40 hours in a week whether these hours are agreed hours of work or relieving hours of work; or

13.2.2 Of the greater of 8 hours in a day or hours in excess of the employee's agreed regular hours of work for the day.

13.3 When an employee has not had a period of at least nine hours off work since they completed either a shift or, if working a split shift, the completion of the

second shift of the split shift then overtime shall be paid for all hours worked thereafter until a period of nine continuous hours off work is allowed.

- 13.4 Notwithstanding that an employee may qualify for overtime as provided in this clause overtime shall not be paid where the employee has arranged an interchange of periods of work as set out in clause 10.4.
- 13.5 Overtime will not be paid for any time spent in any training including compulsory training as referred to in clause 30 (b).
- 13.6 Where an employee is entitled to double the ordinary rate under the public holiday provisions of this agreement then that rate will apply instead of the overtime rate.

#### **14.0 PAYMENT OF ALLOWANCES**

- 14.1 The Split Shift Allowance specified in Appendix 1 will be paid when an employee works a split shift and where one of the shifts does not form part of the employee's normal regular hours of work.
- 14.2 The Night Allowance specified in Appendix 1 will be paid when an employee commences work for a day after 9pm and finishes before 8am the following calendar day.
- 14.3 The Saturday and Sunday Allowance specified in Appendix 1 will be paid when an employee works any hours between Friday midnight and the next 48 hours.
- 14.4 Where an employee is entitled to the Night Duty Allowance and the Saturday or Sunday Allowance only the higher of those two allowances shall be paid.
- 14.5 The On Call Allowance specified in Appendix 1 will be paid when an employee is rostered on call. Should the employee be rostered on call for more than one facility at the same time, one allowance per day shall be paid. The staff member will be eligible for this allowance regardless of whether they are called in to work or not.
- 14.6 The Meal Allowance specified in Appendix 1 will be paid as provided in clause 11.3.
- 14.7 The Short Notice Allowance specified in Appendix 1 will be paid to permanent employees who with the approval of the manager or designated person are called in to work at three hours or less notice.
- 14.8 The Facility Duty Leader Allowance set out in Appendix 1 will be paid when an employee is designated by the employer to be in charge of the whole facility in the absence of the facility manager or clinical manager.

**15.0 ALLOCATION OF WORK**

15.1 When hours of work become available Presbyterian Support undertakes to invite all staff who are permanent employees to apply to work such hours recognising that external advertising may also be applicable. The selection process will be handled in a fair and equitable manner having regard to Presbyterian Support's need to operate in a safe manner and to be cost efficient.

**16.0 PAYMENT OF WAGES**

16.1 Wages will be paid fortnightly and be credited to an account nominated by the employee.

16.2 Employees will be provided with an electronic wages slip detailing the calculations of their earnings and deductions made.

**17.0 DEDUCTIONS FROM WAGES**

17.1 Deductions from wages can be made by Presbyterian Support in accordance with the Wages Protection Act 1983.

17.2 Following consultation on each occasion that Presbyterian Support seeks to make a deduction, such deductions may be made from the wages due to an employee for time lost through sickness or accident in excess of paid entitlements herein, unauthorised absence, for debts owing to the employer. Deductions shall be in accordance with section 5 of the Wages Protection Act 1983.

17.3 Where an overpayment has been made no deduction shall be made unless such deduction is made in compliance with section 6 of the Wages Protection Act 1983.

17.4 Employees leaving PSO must return all items owned by PSO including uniforms within 7 days of finishing and their final pay will be withheld until all items are returned. If not returned within 14 days. Presbyterian Support may deduct from final wages the residual value of un-returned uniform items provided in such cases any identification is first removed where considered necessary by Presbyterian Support.

17.5 For the purpose of calculating the value of un-returned items at termination, the initial value shall be reduced by 1/12<sup>th</sup> for each complete month which has elapsed since time of issue to account for fair wear and tear.

## **18.0 WAGES RECORDS**

- a) Presbyterian Support shall keep a time and wages record in which shall be correctly recorded the requirements of Section 130 of the Employment Relations Act 2000.

## **19.0 UNION MEETINGS**

- a) The employer shall allow every union member to attend paid union meetings for up to a total of four hours per calendar year, provided that:
  - (i) The union members attending the meeting would otherwise have been working.
  - (ii) The union shall give Presbyterian Support at least 14 days written notice of intention to hold such meeting; and
  - (iii) Satisfactory arrangements for the maintenance of essential services are agreed to; and
  - (iv) Meetings shall be arranged at a place on the day and at a time as agreed upon between Presbyterian Support and the union; and
  - (v) Presbyterian Support shall be supplied with an attendance slip signed by the employees as evidence of attendance at the meeting; and
  - (vi) Employees return to work as soon as practicable after the conclusion of such meetings.
- b) Presbyterian Support shall be entitled to make a ratable deduction from weekly wages of employees who do not comply with the above or who are absent at meetings in excess of that total time of four hours per calendar year agreed to.

## **20.0 UNION DELEGATE / WORKPLACE REPRESENTATIVE**

20.1 The employer accepts that employee job delegates are the recognised channel of communication between the union and the employer in the workplace.

20.2 Accordingly paid time off (at ordinary rates) shall be allowed for recognised employee delegates to:

- a) attend meetings with management
- b) consult with union members and other recognised employee job delegates and union officials
- c) to consult and discuss issues such as management of change, staff surplus,

- d) undertake training
- e) organise to lobby for improved industry funding and safe staffing. The request to utilise "paid lobby leave" must be accompanied by a written request detailing how this time will be spent and the anticipated outcome/goal of the training and activities. No more than one delegate per worksite may use this leave at any one time, limited to up to one full day and no more than 3 events or full days per calendar year.
- f) represent employees.

20.3 Prior approval for such meetings set out in 20.2 including the duration shall be obtained from management. Such approval shall not be unreasonably withheld.

### **21.0 AMENITIES FOR STAFF IN RESIDENTIAL FACILITIES**

- a) Suitable facilities for changing shall be provided.
- b) A secure cupboard for safekeeping of employees' personal belongings while on duty shall be available.

### **22.0 MEALS SUPPLIED IN RESIDENTIAL FACILITIES**

- a) Meals supplied and consumed by employees, other than meals taken in lieu of a meal money payment when working overtime, may be charged for by method of deduction from wages payable to the employee. The amount to be deducted shall be determined between Presbyterian Support and the employees of each worksite.
- b) Presbyterian Support shall provide a supper for employees employed on night shift.

### **23.0 UNIFORMS AND CLOTHING**

- a) Where specified uniforms, smocks or other special clothing is required by Presbyterian Support to be worn, these items shall be supplied by Presbyterian Support. All items supplied remain the property of Presbyterian Support.
- b) Protective clothing and gloves shall be made available by Presbyterian Support as necessary if the nature of the work so requires.
- c) Unserviceable items must be returned to Presbyterian Support prior to the issue of a replacement item.
- d) The employee is obliged to wear footwear and hosiery acceptable to Presbyterian Support for health and safety reasons when on duty.

## **24.0 PUBLIC HOLIDAYS**

- a) The parties to this agreement acknowledge that the nature of the industry and commitment to Presbyterian Support's clients make it necessary to provide service over 7 days each week and the employees in recognition of this agree to work on Public Holidays if requested by the employer to do so in accordance with the roster (as per clause 10.1.) Except where provided herein payment for public holidays shall be made pursuant to the Holidays Act 2003.
- b) Public holidays shall be as specified in Section 44(1) of The Holidays Act 2003, ie, 25th day of December, 26th day of December, 1st day of January, 2nd day of January, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, King's Birthday, Matariki, Labour Day, Anniversary Day (or the day locally observed as that day).
- c) Where a public holiday (excluding 25th day of December,) is observed on a day when an employee is normally required to work, and the employee works, they shall be paid the portion of their relevant daily pay or average daily pay for each hour worked plus half that amount again and receive a paid alternative holiday.
- d) Where an employee (other than a relieving employee) works on the 25th day of December they shall be paid double their ordinary hourly rate of pay for the hours worked and receive a paid alternative holiday.
- e) An alternative holiday will be granted to an employee who is designated "on call" on a public holiday and that day would otherwise be a working day for the employee, and although not called in to work the restriction imposed on the employee's freedom of action is such that for all practical purposes the employee has not had a whole holiday.
- f) Alternative holidays must be taken on a day which would otherwise be a working day for the employee and which is mutually agreed between the employee and Presbyterian Support. If agreement cannot be reached on the taking of the alternative holiday Presbyterian Support may give the employee 14 days notice of the requirement to take the holiday. Neither the employer nor any employee covered by this agreement shall be disadvantaged by this clause.
- g) Where an alternative holiday is not taken in the 12 months following entitlement, the holiday can, with the agreement of Presbyterian Support be exchanged for payment. Payment will be at the employee's ordinary hourly pay for a normal working day.



- h) Relieving employees shall be paid double their ordinary hourly rate for working public holidays, (no paid alternative holidays will be granted to relieving employees).
- i) Should any of the holidays specified in sub-clause (a) of this clause occur on an employee's normal work day during the currency of the employee's annual holiday, then such annual holiday will be extended by one day for every such holiday and the employee shall be paid for every such day.
- j) For those employees whose ordinary hours of work are between Monday and Friday inclusive, the holidays will be observed in accordance with The Holidays Act 2003. The Act provides for the transference and observance of the holidays that would otherwise fall on a Saturday/Sunday to be observed on a Monday (or Tuesday). Provisions for work on these days for these employees shall be in accordance with clause 24.0(c).
- k) For those employees whose roster normally includes weekend work all public holidays, except for anniversary day, shall be observed on the day they fall.

## **25.0 ANNUAL LEAVE**

- a) Clauses (b) to (d) below apply to all employees covered by this agreement other than relieving employees.
- b) Employees shall, with the exception of relieving employees, on completion of twelve months continuous service be entitled to annual leave of four weeks allowed and paid in accordance with the Holidays Act 2003.
- c) Annual holidays shall be allowed at a time that has regard for the employee's needs for rest and recreation but necessarily is suitable to the work requirements of Presbyterian Support.
- d) An employee who is on annual leave and suffers a bereavement as defined in clause 27.0 they shall be entitled to the leave provisions of clause 27.0 of this agreement and shall have their annual leave re-credited.
- e) The employers preferred position is that all employees have opportunity for adequate rest and recreation. The employee may request in writing that the employer pay out up to one week of the employee's fourth week of annual holiday entitlement. The employer at its sole discretion will consider the request. Where the employer agrees to a request it will be paid as soon as practicable in accordance with the Holidays Act 2003.

## **26.0 LONG SERVICE LEAVE**

- a) An employee shall be entitled to Long Service Leave as follows:-
  - (i) One special holiday of two weeks after the completion of fifteen years and before the completion of twenty five years of current continuous service with Presbyterian Support.
  - (ii) One special holiday of three weeks after the completion of twenty five years and before the completion of thirty five years of current continuous service with Presbyterian Support.
  - (iii) One special holiday of five weeks after the completion of thirty five years current continuous service with Presbyterian Support.
- b) All Long Service Leave shall be on the employee's ordinary hourly pay and may be taken in one or more periods and at such time or times as may be agreed by Presbyterian Support and the employee. Where the employer and employee agree an employee may choose to be paid an amount equivalent to the pay for the special holiday instead of taking the leave.
- c) If an employee, having become entitled to a special holiday, leaves her/his employment before such holiday has been taken, she/he shall be paid in lieu thereof.
- d) The provision of this clause shall not apply where Presbyterian Support has in operation or brings into operation an alternative scheme for rewarding service which is not less favourable to the employee than the foregoing.

## **27.0 BEREAVEMENT LEAVE/TANGIHANGA LEAVE**

27.1 An employee who completes six months continuous service and who has worked

- a) an average of 10 hours per week over a period of six months and
- b) works no less than 1 hour in every week or no less than 40 hours in every month over that period shall:-
  - (i) be entitled to three (3) days paid bereavement leave on the occasion of the death of a partner, spouse, parent, child, brother or sister, grandparent, grandchild, spouse's parent, and
  - (ii) be entitled to up to three day's paid bereavement leave on the death of a son-in-law, daughter-in-law, brother-in-law, sister-in-

law, step-parent, step-brother, step-sister, step-child or in any special case where the employee has had a close association with a person because of family or cultural requirements, or where the employee is responsible for making funeral arrangements, and

- (iii) be entitled to one day's paid bereavement leave on any other occasion where Presbyterian Support accepts the employee has suffered a bereavement, and

27.2 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay or any other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of clause 27.1 above. This provision will not apply if the employee is on leave without pay.

27.3 Subject to the employee making application, Presbyterian Support may agree to grant unpaid leave in order to accommodate various special bereavement needs including cultural requirements not recognized in sub clause 27.1 (ii) above.

27.4 Bereavement leave shall be calculated and paid for as required by the Holidays Act 2003.

## **28.0 PARENTAL LEAVE**

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

## **29.0 JURY SERVICE**

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

## **30.0 STUDY LEAVE**

- a) The parties to this agreement record their intention that staff be given reasonable opportunity to undertake courses of study or training

relevant to their employment. Leave, with or without payment, may be approved as deemed appropriate by Presbyterian Support. Should an employee require assistance with course fees, Presbyterian Support may advance the fees. The advance shall be repaid through deduction from wages over a period not exceeding twelve months. Presbyterian Support shall deduct from final wages the unpaid portion of the advance (refer clause 17.2).

- b) Provided that where Presbyterian Support designates such courses or training to be compulsory, payment for time spent at the course or training shall be paid for at the employee's ordinary hourly rate.

### **31.0 SICK LEAVE**

- 31.1 An employee who has six months continuous service and who has worked and continues to work shall in each ensuing twelve months be entitled to ten (10) days paid sick leave when the employee, their spouse, partner or someone dependent on the employee for care is sick or injured.
- 31.2 After six months current continuous service with Presbyterian Support, part time employees shall, where they work
  - a) an average of 10 hours per week over a period of six months and
  - b) works no less than 1 hour in every week or no less than 40 hours in every month over that period  
will receive ten (10) paid days leave in each ensuing twelve-month period provided that this clause does not operate to reduce any entitlement arising after 1 May 2004 which has been recognised by an employer for any employee.
- 31.3 Presbyterian Support may require the employee to produce a medical certificate for any period of absence for three consecutive days or more, and further certificates (at not more frequent intervals than fortnightly) in the case of extended illness or injury.
- 31.4 The employer may require a medical certificate verifying the sickness or injury claimed by the employee within the 3 day period outlined in clause 31.3 if the employer informs the employee as soon as possible that proof is required and agrees to meet the employee's reasonable costs of obtaining the medical certificate. If such proof is not provided the employer may not pay for the sick leave claimed.
- 31.5 The employee shall advise Presbyterian Support as soon as practicable of inability to work because of sickness or injury:

- a) For afternoon and night shifts, notification will be preferably at least three hours before the shift and for morning shifts, at least prior to the start time of the shift.
- b) If possible, notification of absences shall be made via phone, otherwise if sent by text message, the employee shall either answer the phone if called or call back as soon as possible

31.6 Sick leave shall accumulate to the equivalent of 50 days by carrying forward from one year to another any unused accumulated benefit of up to a maximum of 50 days total entitlement.

31.7 Sick leave shall be calculated and paid in accordance with the Holidays Act 2003.

31.8 In special circumstances applications for compassionate leave with or without pay will be considered on a case by case basis by Presbyterian Support. Compassionate leave with pay may not be charged against sick leave entitlement. Sick leave may be used to make up the difference between weekly compensation paid by ACC for an injury and the employee's normal pay.

31.9 Where an employee has exhausted their sick leave entitlement and contracts norovirus or a notifiable or infectious disease listed in Schedule 1 of the Health Act 1956 from their work with the employer, the employer may at its discretion allow that employee additional paid leave. If the employee is required to provide a medical certificate confirming the infection, this will be at the employer's expense.

31.10 Casual employees are entitled to sick leave if they meet the requirements of section 63 1(b) of the Holidays Act 2003

31.11 Where an employee has exhausted their sick leave entitlement, they may use annual leave or alternative leave days up to a maximum of 5 days per annum (collectively), to cover that additional sick leave.

## **32.0 DISCRETIONARY SICK LEAVE**

32.1 Discretionary sick leave may be available to enable staff to be absent from work where their sick leave entitlement is exhausted. The employee may make an application for up to 10 days paid discretionary leave per annum.

Applications will be considered on a case-by-case basis and are subject to approval at the employer's discretion. Considerations will include:

- a) the employee's length of service;
- b) the timing of the employee's next anniversary date for sick leave;
- c) the employee's attendance record;
- d) the consequences of not providing the leave; and

- e) any unusual and/or extenuating circumstances.

The employee will be advised in writing of the decision to grant or decline discretionary sick leave, within the quickest time possible.

Approval for discretionary sick leave can only be given by the Enliven Director. Decisions will consider both the needs of the employee and the needs of Presbyterian Support Otago.

### **33.0 FAMILY VIOLENCE LEAVE**

PSO is committed to providing support and assistance to employees affected by family violence (who has experienced family violence or a child who lives with them), which includes but is not limited to;

- 33.1 Up to 10 days paid leave in each 12 month period. Employees are eligible after 6 months employment. This leave does not accrue and notification must be made to the manager as soon as practical.
- 33.2 Proof may be required and if so will be requested no later than 3 days after the request for leave is received. In the absence of reasonable proof, paid family violence leave may not be paid.
- 33.3 Where an employee has been granted such leave and is already taking annual, sick or bereavement leave they can convert that to family violence leave.
- 33.4 Flexible working arrangements for up to 2 months can be requested in writing which will be responded to within 10 working days of receiving the request. Proof may be required and where the request cannot be accommodated on the grounds as laid out in the act the employer will communicate this to the employee.
- 33.5. PSO will consider and respond positively to any other requests of support and assistance that can be reasonably accommodated.
- 33.6 Section Directors, on request by their managers, have the authority to approve family violence leave and flexible working arrangements where they are satisfied the employee is affected by family violence.

#### **Support Available**

Employees are encouraged to seek support and PSO will consider any requests for additional support the employee might find helpful.

PSO provides an Employee Assistance Programme, in addition there are a number of specialist agencies for staff to consider:

- [Family Violence Free Helpline](#) – Help and support for Victims. You can call our Helpline for free from any phone in New Zealand, between 9am and 11pm, 7 days a week, on: [0508-744-633](tel:0508-744-633) or see website for more details: [www.2shine.org.nz/helpline](http://www.2shine.org.nz/helpline)
- Free 24 / 7 access to a trained counsellor is also offered by calling or texting 1737 or see the website for more information: [www.1737.org.nz](http://www.1737.org.nz)
- The Ministry of Health also provide a list of other Family Violence organisations and websites.

<https://www.health.govt.nz/our-work/preventative-health-wellness/family-violence/family-violence-organisations-and-websites>

N.B. In the event of any conflict between this clause and the Family Violence Act 2018 then the legislation will apply.

### **34.0 LEAVE WITHOUT PAY**

34.1 Where a break from work without pay for more than one week is sought, leave without pay may be available for up to a maximum of six weeks. The granting of leave without pay is discretionary.

All outstanding annual leave and alternative days must be exhausted prior to starting leave without pay.

If an employee is granted leave without pay, their anniversary date is extended by the period of leave without pay.

Public Holidays that fall during periods of leave without pay are not paid for.

An employee who has been granted leave without pay must have their position held open for their return when the leave expires.

### **35.0 LEAVE FOR MĀORI EMPLOYEES**

35.1 After five years' continuous service with the employer, Māori employees are eligible to apply to take six weeks leave without pay for the purposes of connecting with or contributing to their iwi and/or te reo Māori.

This leave will be taken at one time within the following 5-year period. An employee who takes this leave will return to their position with all terms and conditions unchanged, including hours and roster patterns.

If an employee is granted leave without pay, their anniversary date is extended by the period of leave without pay.

The normal procedure for applying for leave without pay applies. If this application for leave without pay is declined, the reasons for doing so will be provided to the employee in writing.

## **36.0 PROCEDURE FOR LEAVE WITHOUT PAY**

36.1 A minimum notice period of at least four weeks, in writing is required.

Decisions to grant or decline leave without pay can only be made by the Enliven Director. Decisions will consider both the needs of the employee and the needs of Presbyterian Support Otago.

The employee will be advised in writing of the decision to grant or decline leave without pay, within the quickest time possible.

Each leave without pay application will be considered separately and will not set a precedent for any other application. Only one application for leave without pay will be considered within any 12 month period.

Any employee making an application for leave without pay must have completed a minimum of 6 months' continuous service with Presbyterian Support Otago.

An employee who does not return to work on the day that approved leave without pay expires, and who does not communicate to the employer as to why, is absent without leave or authorisation. In such a case abandonment of employment procedures will apply if the absence continues.

## **37.0 SHIFT EMPLOYEES ADDITIONAL LEAVE – Members only benefit**

37.1 Employees who work rotating shift patterns or those who work qualifying shifts shall be entitled to, on completion of 12 months continuous employment on shift work, up to an additional 4 days annual leave, based on the number of qualifying shifts worked as set out below. The entitlement will be calculated on the annual leave anniversary date.

Qualifying shifts are defined as a shift which involves at least 4 hours work performed outside the hours of 8:00am – 5:00pm, excluding overtime.

<b>Number of Qualifying Shifts per annum</b>	<b>Number of days additional leave per annum</b>
121 or more	4 days
96 - 120	3 days
71 – 95	2 days
46 – 70	1 day



## **38.0 CULTURAL CONTRIBUTION RECOGNITION**

38.1 Where an employee is asked to provide their cultural expertise outside of the normal requirements of the position they hold, and the employee agrees to provide this, their contribution will be recognised by payment for each hours work at their ordinary rate of pay, both for the preparation time and delivery time. Prior approval must be given by the relevant Facility Manager.

## **39.0 MEETINGS**

39.1 In-service education and staff meetings designated by the employer to be compulsory shall be paid for at the ordinary hourly rate for time spent at such education or meetings.

## **40.0 HEALTH AND SAFETY**

40.1 The parties to this agreement and the employees covered by it express their commitment to the pursuit of health and safety in employment. The parties and covered employees shall endeavor to meet their obligations under the Health & Safety at Work Act 2015 and all other health and safety legislation promulgated.

40.2 The Employers will take all practicable steps to ensure the safety of the employees covered by this agreement while at work.

40.3 The Employers will provide the employees with the clothing and equipment necessary to safely complete their duties.

40.4 Employees will ensure that they are familiar with and work within all health and safety policies and procedures developed and implemented by the employer and in particular shall:-

- (i) Report all hazards and incidents as and when they arise, using the employers reporting process; and
- (ii) Participate in all health and safety training provided by the employer; and
- (iii) Apply all health and safety training and processes in every aspect of their daily work.
- (iv) Take reasonable care not to endanger their own or others wellbeing;
- (v) Participate in discussions with the employer, unions and others on matters concerning the safety and health of employees, contractors, residents and visitors.

40.5 The employer recognises that to fulfil their function, Health and Safety Representatives require adequate training, including unity standard 29315 (Describe the role and functions of the Health and Safety Representative in a New Zealand workplace) paid time and facilities.

40.6 The parties to this agreement recognise that effective health and safety committees are the appropriate means of providing consultative mechanisms on health and safety in the workplace.

#### **41.0 TRAINING**

41.1 The employer will take all reasonably practicable steps to ensure workers attain the following NZ Health and Wellbeing Certificate (or their equivalent) qualifications within the following maximum time periods:

- (i) Completion of relevant unit standards and credits to the equivalent of a Level 2 Certificate – within 12 months of commencement of employment
- (ii) Level 3 Certificate – within 3 years of commencement of employment.
- (iii) Level 4 Certificate – within 6 years of commencement of employment.

41.2 For employees who have reached the maximum time periods specified in 41.1 the employer will ensure they have the opportunity and support to attain the qualifications as a priority and within reasonable timeframes as agreed with the union.

41.3 Employer Support for training includes but is not limited to:

- a) Paying for hook-on, registration and course fees. Where government funding is available, employees will be required to follow the relevant pathway for this. In instances where government funding is not available or the pathway is not suitable for the employee as mutually agreed by the employee and manager, the following system will apply:
  - (i) PSO will pay the cost of the registration fee as a loan to the employee.
  - (ii) The employee will then repay the loan via a deduction (minimum of \$9 a fortnight) from their fortnightly pay.
  - (iii) After the employee has completed the qualification and continued to work for PSO for a period of 6 months from the date of completion, PSO will refund the full amount of the initial loan back to the employee.
  - (iv) If the employee leaves PSO prior to paying back the loan, the balance will be deducted from their final pay.
  - (v) If an employee withdraws or otherwise fails to complete the course, they must still continue paying back the loan until it is fully repaid.
- b) Access to an assessor as required.
- c) Computer and literacy support including access to a computer where required.
- d) Provide literacy training and support were requested by the employee
- e) Endeavour to provide individual support for workers to help them complete qualifications.

- f) Maintain a record for every care and support worker in their employment, accessible to a union representative, that sets out the care or support workers qualification development.
- g) Provide regular reports to the union about the training records for members.

41.4 Where the employer has not taken reasonably practicable steps for employees to attain the qualifications, the employer will agree to a remediation process. The employer will meet with the employee and union to establish the causes and look at steps to rectify the situation in a timely manner.

41.5 PSO will review its procedures for supporting and enabling staff to complete the NZ Health & Wellbeing Certificate including its provisions for both trainees and assessors.

## **42.0 INCIDENT AND INJURY REPORTING**

42.1 The parties acknowledge the requirements of the Health & Safety at Work Act 2015.

### a) Procedure

The employee is required to report in writing to Presbyterian Support all accidents/injuries/incidents which occur arising out of or during the course of employment before the end of the employee's working day/shift or as soon as practicable after the accident occurs giving the following information:

- (i) the date, time and location of the accident.
- (ii) the activity in which the employee was engaged at the time the accident occurred.
- (iii) general nature of any injury suffered by the employee.
- (iv) names of other people in the vicinity of the accident who may have witnessed what took place.

### b) Notification

Presbyterian Support shall be notified by the employee within one working day of the filing of any work related claim with ACC unless exceptional circumstances prevail. The employee shall also provide Presbyterian Support with a copy of the form by which application is made to ACC and copies of such other relevant documentary evidence and medical certificates provided to ACC from time to time, relating to the employee's continued eligibility for ACC.

The employee may be required by Presbyterian Support to undergo a further medical examination at Presbyterian Support's expense.

Presbyterian Support shall provide ACC with earnings related compensation information within five (5) working days of receiving such requests.

c) Alternative duties

The employee may be required by Presbyterian Support to return to work and undertake such alternative duties (whether on a full or part time basis) as are available and as are reasonably within the employee's capability and level of fitness as determined in agreement with a medical practitioner and ACC.

42.2 Where an employee has experienced challenging behaviour as an incident and reported this using the correct channels and procedure, they can expect to have:

- a) A debrief with their immediate Supervisor or a senior colleague within 24 hours.
- b) A reminder about EAP and provision of contact details for EAP.
- c) Follow up with the immediate supervisor or manager within 3 days of the incident including agreed actions to mitigate such an event occurring again.

42.3 The discussions with the supervisor or manager described in 35.2 may cover the issue of whether the employee is fit to continue to attend work, any leave entitlements due to them (including any discretionary leave that may be appropriate), and any support that can be provided by the employer regarding any potential ACC claim.

### **43.0 SAFE STAFFING**

43.1.1 The parties agree to work together / contribute to and support the development and implementation of protocols for safe staffing with the ARC and whole sector.

### **44.0 PAY EQUITY AND GOVERNMENT CARE AND SUPPORT SETTLEMENT NEGOTIATIONS**

44.1 The employer agrees to immediately apply rates achieved through government Care and Support Settlement negotiations, as soon as PSO has received the relevant funding.

44.2 The employer agrees for arrangements to be made to discuss Pay Equity processes within 6 weeks of finalisation.

## 45.0 HARASSMENT

- a) The employee and Presbyterian Support recognise the undesirability of any form of harassment or discrimination on any of the prohibited grounds listed in the Human Rights Act, in the workplace and that it constitutes unacceptable behaviour.

## 46.0 DISCIPLINARY AND DISMISSAL PROCEDURES

### a) **General Principles**

Disciplinary and dismissal procedures will follow principles of procedural fairness and natural justice.

The employees accept that should they be convicted of any offence which may fairly and reasonably be considered likely to directly impact on the employees ability to perform their employment obligations, the employees employment may be terminated with or without notice.

In all cases (whether serious misconduct or otherwise) the employee will:

- (i) have a right to representation;
- (ii) be advised of that right;
- (iii) be advised of the nature of the perceived misconduct or poor performance;
- (iv) have the opportunity to explain; and
- (v) have any explanation properly considered before Presbyterian Support decides what action, if any, is to be taken.

### b) **Serious Misconduct**

In the event of serious misconduct Presbyterian Support:

- (i) will conduct whatever investigation that is necessary to establish the facts;
- (ii) may suspend the employee on pay while the investigation takes place;
- (iii) will advise the employee, prior to seeking the employee's explanation, that, if the alleged serious misconduct is found to be proven, the employee may be dismissed with or without notice;
- (iv) will make the results of any investigation available to the employee;
- (v) will provide the employee with a reasonable opportunity to consider those results; and
- (vi) may dismiss the employee with or without notice or take action that falls short of dismissal.

The general principles set out in 46.0(a) still apply.

c) **Cases of poor performance**

In such cases Presbyterian Support will:

- (i) Inform the employee in writing of the performance standards or behaviours that are required;
- (ii) Provide the employee with a reasonable period of time and opportunity to achieve those standards or behaviours; and
- (iii) Provide the employee with whatever assistance is reasonable to achieve those standards or behaviours; and
- (iv) Inform the employee of the possible consequences if the standards or behaviours are not achieved.

The general principles set out in 46.0(a) still apply.

Where, given reasonable time, opportunity and assistance to achieve the required standards, the employee's performance or behaviour is still unsatisfactory, Presbyterian Support may dismiss the employee with notice, or take whatever lesser action is appropriate in the circumstances. However, dismissal shall not take place unless, in terms of 46.0(c)(iv), the employee has been earlier advised that dismissal is a possible consequence of the required standards not being achieved.

d) **Warning System**

Where an act of serious misconduct has not resulted in summary dismissal or in cases of less serious misconduct such as lateness, inadequate performance of work etc, the employee shall be dealt with in accordance with the warning system and a warning may be issued in any one of the following forms:

Warning system

- (i) The employee may be given an oral warning which will be recorded in writing and placed on the employee's file, or
- (ii) The employee may be given a written warning which will be placed on the employee's file, or
- (iii) The employee may be given a final written warning stating that any future breach or failure to perform to the required standard(s) may result in dismissal.

e) **Note:**

- (i) Each warning shall state clearly what the employee has done to cause the warning and what is expected to avoid further disciplinary action and a reasonable time frame indicated within which the employee is expected to rectify the fault.

- (ii) It shall include the employee's explanation and the reasons why such explanation was not considered satisfactory.
- (iii) It shall also include a clear statement that failure to complete the corrective action may result in dismissal as well as a clear statement of what assistance will be given by the employer, where appropriate.
- (iv) Progressive warnings under the disciplinary procedure are not restricted to repetitions of the same breach but may be applied in cases of separate breaches of a dissimilar nature.
- (v) The employee will be notified in sufficient time prior to any warning so as to allow the employee to be represented if the employee so desires.
- (vi) The employee's authorised representative (if the employee has one) shall be notified and given copies of all warnings so issued if the employee requests this.

#### **47.0 TERMINATION - GENERAL**

- a) Other than in the case of relieving employees (as defined in clause 9.2.3) either the employee or Presbyterian Support may terminate the employment by giving the other four weeks' notice. In circumstances where an employee needs to be released from their Agreement, effort will be made to accommodate the employee's request. Any agreement will be in writing.
- b) Payment may be made in lieu of notice. Where two weeks or less is given by the employee, then one week's wages may be deducted from their final pay. PSO will consult with the employee before making any decision to make a deduction.
- c) Dismissal without notice or payment may occur in the case of serious misconduct.
- d) **Abandonment of Employment** – where an employee is absent from work for a continuous period exceeding three days without the consent of Presbyterian Support or without notification to Presbyterian Support, they shall be deemed to have terminated their employment.
- e) Upon termination of employment Presbyterian Support, on request, shall provide the employee with a certificate of service stating dates and the capacity (ies) of the employment.
- f) **Medical Incapacity** - The employer may consider termination of an employee's employment, after a thorough assessment of all available

information, by giving such notice to the employee as the employer deems appropriate in the circumstances if, as a result of mental or physical illness or accident, the employee is rendered incapable of the full ongoing performance of their duties under this agreement.

- g) If the employer considers a medical examination necessary the employer shall, if the employee requests this, contact the employee's respective union before requiring the employee to undergo at the employer's expense, a medical examination by an appropriately qualified practitioner. The employee consents to the medical practitioner disclosing any findings of such medical examination to the employer. The employer shall take into account any reports and recommendations made available to the employer as a result of that examination and any other relevant medical reports or recommendations that the employer may receive or which may be tendered to the employer by or on behalf of the employee.
- h) In the event the employer and employee are unable to agree on a registered medical practitioner then the employer may nominate 2 or 3 medical practitioners from which the employee shall select one to attend

#### **48.0 CONSULTATION**

- a) Presbyterian Support Otago acknowledges that the employment relationship is based on a good faith relationship and that consultation and dialogue about matters that may impact on the employment of the employees covered by this collective agreement Presbyterian Support Otago is both necessary and desirable.
- b) Therefore Presbyterian Support Otago and NZNO and E tū have agreed to meet on a regular basis to discuss employment matters of mutual interest and concern to them.
- c) Presbyterian Support Otago shall consult with NZNO and E tū outside of the usual meeting cycle whenever the employer is proposing changes to the workplace which may result in redundancies for employees covered by this agreement.

#### **49.0 REDUNDANCY**

- 49.1 In the event of Presbyterian Support declaring any employee(s) redundant, employees other than relieving employees shall be entitled to receive four weeks' notice of termination or be otherwise compensated by payment in lieu of any balance when the period of notice is less than four weeks, and every endeavour shall be made to enable mutually agreed redeployment.
- 49.2 The employee shall be obliged to work out the notice period except that should she/he obtain alternative employment that would require a commencement



date earlier than the expiry of the notice period, the employee and Presbyterian Support may agree to waive the remaining period of employment or part of. Presbyterian Support's consent should not be unreasonably withheld in such cases.

49.3 Where by the end of the period of notice, mutually agreed redeployment has not been achieved Presbyterian Support will pay the employee redundancy compensation calculated on the basis of:

- (i) 4 weeks ordinary pay for the first year of current continuous service; and
- (ii) 2 weeks ordinary pay for the second year of current continuous service; and
- (iii) 2 weeks ordinary pay for the third year of current continuous service; and
- (iv) 1 week's ordinary pay for every year thereafter.

49.4 Part years will be paid for on a pro-rata basis.

49.5 The total redundancy compensation payable will not be in excess of 20 weeks ordinary pay.

49.6 Redundancy shall be defined as a situation where an employee's employment is terminated by the employer, the termination being attributable wholly or mainly to the fact that the position filled by that employee is or will become superfluous to the needs of the employer.

49.7 "*Service*" in the context of this clause means current continuous service as a permanent employee and "*Ordinary pay*" means ordinary wages, excluding allowances, payable for normal rostered hours. Service is interrupted but not broken by periods of leave without pay in excess of four weeks.

49.8 **Vulnerable Employees** - Where the employer sells, transfers, contracts out or reorganises all or any part of its business (restructuring) and an affected employee is employee in cleaning, food catering, orderly or laundry services the following process will be used:-

- (i) The employer shall advise the employee of the intended date of sale, transfer or contracting out and a date by which the employee must also make the decision as to whether or not to transfer to the new employer (the 'election date'). The 'election date' shall be no later than 1 week before the actual completion date of sale, transfer or contracting out.

- (ii) Prior to the election date, an employee may bargain with the employer for alternative arrangements with the employer. Where agreement is reached the alternative arrangements shall be recorded in writing and the employee may not subsequently elect to transfer to the new employer.
- (iii) If an employee does elect to transfer to the new employer, their employment with the new employer shall be treated as continuous, and on the same terms and conditions of employment.
- (iv) In the event of an employee electing to transfer, the employee shall transfer to the new employer on the specified date of transfer to the new employer, which shall be the date of the sale, transfer or contracting out.

49.9 Where an employee transfers to a new employer on the same terms and conditions of employment this will be treated as a technical redundancy. Four weeks' notice of termination of employment on the grounds of redundancy will be given and no redundancy compensation shall be payable to the employee.

49.10 Where an employee decides not to transfer to the new employer, the employer shall give the employee four weeks' notice of termination of employment on the grounds of redundancy and the employee shall be entitled to redundancy compensation calculated and paid in accordance with clause 49.3.

49.11 **Other Employees** - Where the employer sells, transfers, contracts out or reorganises all or any part of its business (restructuring) and an affected employee is not employed in cleaning, food catering, orderly or laundry services the following process will be used:-

- (i) The employer will notify the employee and the Union parties to this agreement that restructuring is a possibility as soon as is practicable; and
- (ii) The employer will negotiate with the proposed new employer to attempt to secure a transference of the employee to the new employer on the same terms and conditions of employment with service being treated as continuous; and
- (iii) The employer will advise the employee of a possible transfer date and his/her right to decide whether or not to transfer on the terms offered by the new employer.
- (iv) Where the employee transfers to a new employer on the same terms and conditions of employment this will be treated as a technical redundancy. Four weeks' notice of termination of employment on the grounds of redundancy will be given and no redundancy compensation shall be payable to the employee.

- (v) Where the employee decides not to transfer to the new employer, the employer shall give the employee four weeks' notice of termination of employment on the grounds of redundancy and the employee shall be entitled to redundancy compensation calculated in accordance with clause 49.3.

49.12 The employee consents to the employer providing details about the employee's position and any other relevant personal information to any potential or actual new employer for the purpose of negotiation or any other related purpose during any proposed or actual restructuring.

## **50.0 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

- a) This clause sets out how employment relationship problems are to be resolved.
- b) Definitions
  - (i) An "employment relationship problem" includes:-
    - a. a personal grievance
    - b. a dispute
    - c. any other problem relating to or arising out of the employment relationship but does not include any problem with the determination of new terms and conditions of employment.
  - (ii) A "personal grievance" means a claim that an employee:-
    - a. has been unjustifiably dismissed; or
    - b. has had their employment, or their conditions of employment, affected to their disadvantage by some unjustifiable action by the employer; or
    - c. has been discriminated against in their employment; or
    - d. has been sexually harassed in their employment; or
    - e. has been racially harassed in their employment;
    - f. or has been subjected to duress in relation to membership or non-membership of a union
  - (iii) A "dispute" is a disagreement over the interpretation, application or operation of an employment agreement.
- c) If the employee wishes to raise a personal grievance then must raise the grievance with their employer within 90 days of the date of the action alleged to amount to a personal grievance occurring or coming to the notice of the employee whichever is the later.
- d) Raising employment relationship problems

- (i) Any employment relationship problem, should in the first instance be raised by the employer with the employee or the employee with the employer as soon as possible.
  - (ii) The employee and/or the employer are entitled to seek advice and assistance from their chosen representative in raising and/or discussing the problem.
  - (iii) If the employee wishes to raise the employment relationship problem with the employer in writing or the matter is not resolved when the employee raises the problem with the employer, the employee should submit to the employer written notice of the personal grievance, dispute or problem, covering the following points:-
    - a. details of their grievance, dispute or problem; and
    - b. why they feel aggrieved
    - c. what solution they seek to resolve the grievance, dispute or problem.
  - (iv) The employee and the employer shall meet to discuss and attempt in good faith, to resolve the employment relationship problem.
- e) Mediation
- (i) Where the employment relationship problem is not resolved by the parties in discussions, the employer or employee may, without undue delay, seek the assistance of the mediation service division of the Ministry of Business Innovation and Employment.
  - (ii) Both parties must co-operate in good faith with the mediation service in a further effort to resolve the problem.
  - (iii) The parties may agree in writing to confer power on a mediator to make a written recommendation for resolving an employment relationship problem and the date on which the mediator's recommendation will become final, unless the parties do not accept the recommendation.
  - (iv) The employee and employer acknowledge that the service provided by the mediation service is confidential and if it does not resolve the problem is without prejudice to the parties' positions.
  - (v) Any settlement of the problem agreed to by the parties and signed by the mediator will be final and binding.

f) Employment Relations Authority

- (i) If the problem is not resolved by mediation, either party may refer the problem to the Employment Relations Authority for investigation and determination.

g) Employment Court

- (i) If either party is dissatisfied with the determination of the Employment Relations Authority it may apply to appeal the Employment Relations Authority's determination to the Employment Court.

**51.0 SIGNATORY PARTIES**

**EMPLOYERS**

**Presbyterian Support (Otago)**

**Chief Executive** *JM O'Neill*  
JM O'Neill (Dec 21, 2023 12:56 GMT+13)

**Signed for and on behalf of  
The New Zealand Nurses Organisation Inc by:**

*Alistair Teague*  
Alistair Teague (Dec 20, 2023 15:40 GMT+13)

**Signed for and on behalf of  
E TU Inc by:**

*A.M. Gallway*

DATED AT Dunedin THIS 21<sup>st</sup> DAY OF December 2023

## **APPENDIX 1**

### **RATES OF WAGES AND ALLOWANCES**

#### **1. INTRODUCTION**

Rates of remuneration shall be determined in accordance with the following scales provided that the employee 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.

#### **2. PRACTISING CERTIFICATES**

- a) The employer will pay up to a maximum of \$100.00 including GST, either by way of reimbursement or direct payment for practising certificates for registered nurses and enrolled nurses who meet the criteria set out below:-
- b) To be eligible for the payment of a practising certificate fee an employee covered by this agreement must:-
  - (i) be employed on the employers permanent staff; and
  - (ii) be employed for at least sixteen (16) hours per week or be the only Registered Nurse employee, apart from the Manager, at the Aged Care facility; and
  - (iii) be required to hold a current practising certificate to carry out the duties of the job.
- c) Where the Employee is required as a term of their employment to hold a current Practising certificate the Employee shall produce such a certificate to the Employer on request.

### 3. ALLOWANCES

a) Split Shift (Clause 14.1)	\$7.00 per shift/duty
b) Night Shift	Registered and Enrolled Nurse: T1.25 for each hour worked  All other positions: \$3.00 for each hour worked or part thereof  (Clauses 14.2, 14.3, 14.4)
c) Meal Allowance (Clause 14.6)	\$7.00 per meal
d) Facility Duty Leader (Clause 14.8)	\$4.00 per hour
e) On-Call Allowance (Clause 14.5)	\$35.00 per day
f) Saturday & Sunday Duty (Clause 14.3)	Registered Nurse and Enrolled Nurse: T1.3 for each hour worked or part thereof  All other positions: \$3.00 for each hour worked or part thereof
g) Short Notice Allowance (Clause 14.7)	\$25.00 per day



#### 4. **WAGES – PRESBYTERIAN SUPPORT OTAGO**

##### **Presbyterian Support Otago Hourly Rates Schedule for the Following Worker Categories**

**Rates from 1/10/23**

#### **CLINICAL MANAGER**

Step 1	\$51.03
Step 2	\$52.88
Step 3	\$56.38

#### **UNIT NURSE MANAGER / CLINICAL CO-ORDINATOR**

Step 1	\$50.11
Step 2	\$53.52

#### **REGISTERED NURSE**

Step 1 New Grad	\$33.60
Step 2	\$36.37
Step 3	\$38.64
Step 4	\$40.83
Step 5	\$45.37
Step 6	\$46.73
Step 7	\$47.60

#### **ENROLLED NURSE/ SCALE**

Step 1	\$30.87
Step 2	\$32.30
Step 3	\$34.83
Step 4	\$35.99
Step 5	\$38.83

#### **SUPERVISING COOK**

Step 1	\$28.85
Step 2	\$29.54

#### **COOK**

Step 1	\$26.04
Step 2	\$26.69
Step 3	\$27.62

#### **SUPERVISING SERVICE WORKER**

Step 1	\$27.83
Step 2	\$27.23

#### **SERVICE WORKER**

Step 1	\$24.82
Step 2	\$25.16
Step 3	\$25.64

- *Appointment to a position on the relevant scale shall be subject to qualification and experience*
- *Employees shall move to each successive higher step of the wage scale for their position annually, on the anniversary of their appointment to the position.*
- NZNO, ETU and PSO will meet to discuss the new minimum wage for 2024 and any associated impacts for the pay rates.

### **Health Care Assistant & Activity Coordinators employed prior to 1/7/17**

<b><u>Pay Band</u></b>	<b><u>Current rates</u></b>
L0 No qualification or < 3 years' service	\$23.84
L2* qualification or 3+ years' service	\$25.26
L3* qualification or 8+ years' service	\$27.47
L4a 12+ years' service	\$28.56
L4* qualification only	\$29.66

### **Health Care Assistant & Activity Coordinators employed after 1/7/17**

<b><u>Pay Band</u></b>	<b><u>Current rates</u></b>
L0 No qualification	\$23.84
L2* Qualification	\$25.26
L3* Qualification	\$27.47
L4* Qualification	\$29.66

#### **Notes:**

- The rates and progression for Health Care Assistants and activity coordinators employed after 1 July 2017 will be based on qualification only.
- Health Care Assistants and Activity Coordinators have been on the 'Current rates from 1/7/21 as per the published rates from the Support Workers (Pay Equity) Settlements Act 2017 for the period 1 July 2021 to 30 June 2021.

### **Care and Support Workers (Pay Equity) Settlement Act, clause 12 Qualifications**

#### **Employers must ensure care and support workers are able to gain qualifications**

- (1) An employer must take all reasonably 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 worker's continuous employment with the employer; and

- (b) A level 3 qualification within the first 36 months of the worker's continuous employment with the employer; and
  - (c) A level 4 qualification within the first 72 months of the worker's continuous employment with the employer.
- (2) If a care and support worker is not able to attain a qualification within the time required by subsection (1), the employer must take all reasonably practicable steps to ensure that the worker is able to attain the qualification as soon as is reasonably practicable.