



Presbyterian Support
Southland

PRESBYTERIAN SUPPORT (SOUTHLAND)

NEW ZEALAND NURSES ORGANISATION INC

E Tū INC



COLLECTIVE AGREEMENT

2020 - 2021

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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) Registered Nurse
- (ii) Enrolled Nurse
- (iii) Supervising Cook
- (iv) Cook
- (v) Care worker
- (vi) Service worker
- (vii) Activities co-ordinator

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

2.0 PARTIES

2.1 The parties to this agreement shall be:-

- (i) **Presbyterian Support Southland**, a charitable trust having its registered office in Invercargill hereinafter referred to as Presbyterian Support or the Employer; and
- (ii) **The New Zealand Nurses Organisation Inc;** and
- (iii) **E Tū Inc** hereinafter referred to as the Unions.

3.0 NEW EMPLOYEES

3.1 Any employee whose work comes within the coverage clause and who becomes a member of either Union will become bound by the terms and conditions contained in this Agreement.

3.2 Where a new employee whose work falls within the coverage of this agreement is not a member of either of the Unions, the employer will provide the employee with a form and notice as provided for under s62A of the Employment Relations Act.

3.3 The employer will if the employee does not object notify the relevant Union of the name of the Employee and advise whether the employee has completed the form referred to above.

4.0 EMPLOYEES

4.1 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;

- 4.1.1 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
- 4.1.2 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 DATES RELEVANT TO AGREEMENT

- 5.1 This agreement shall come into force on the 1st day of October 2020.
- 5.2 This agreement shall expire on the 30th day of September 2021.

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 upon terms and conditions on an individual basis that are not inconsistent with the terms of this agreement and which shall be recorded in writing.
- 6.4 Original agreements shall be held by Presbyterian Support and the Unions.

7.0 AUTHORISED REPRESENTATIVES

- 7.1 Officials from either Union may enter the Employer's premises in accordance with the requirements 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 The employees accept that should they be charged with or be convicted of any criminal offence which impacts on the employee's ability to perform their employment obligations, they shall immediately notify the employer of such charges.
- 8.4 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.
- 8.5 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.
- 8.6 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 circumstances of residents and other people.
- 8.7 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.
- 8.8 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 "Enrolled Nurse" means a person as defined in the Enrolled Nurse Scope of Practice under the Health Practitioners Competence Assurance Act 2003.

- 9.1.2 "Registered Nurse" means a person as defined in the Registered Nurse Scope of Practice under the Health Practitioners Competence Assurance Act 2003.
- 9.1.3 "Cook" shall mean an employee wholly or substantially engaged in the preparation and cooking of meals.
- 9.1.4 "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.
- 9.1.5 "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.
- 9.1.6 "Care Worker" shall refer to an employee wholly or substantially engaged in assisting older persons, residents or patients in their activities of daily living and such other attendant duties as required including aiding nurses in medical/nursing aspects of care.
- 9.1.7 "Activities Co-Ordinator"- means a person who provides as their primary activity the planning and implementation of a quality of life programme in a residential facility.

9.2 **Type of employment.**

In this agreement:

- 9.2.1 "Permanent Employees" are those full or part-time employees who have guaranteed hours of work and who at recruitment did not agree with Presbyterian Support that their employment would be 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.

9.3 **Other terms defined.**

In this agreement:

- 9.3.1 "Guaranteed hours of work" means regular 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 guaranteed 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.
- 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 "Walmsley Duty Leader" means a caregiving employee designated by the employer to be in charge of the whole facility in the absence of the facility manager.

10.0 HOURS OF WORK

- 10.1 Hours of work for each employee shall be determined by Presbyterian Support by roster which may include a 4 on 4 off 8 week rolling roster. Where an employee works guaranteed hours of work Presbyterian Support will endeavour to arrange such hours so that each employee's regular hours of work:
- 10.1.1 Do not exceed 40 hours in a week and 12 hours a day, and
 - 10.1.2 Occur in one shift with a break of 9 or more hours before the next shift (and are completed within 12 consecutive hours when a split shift is worked) 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 roster.
- 10.3 Rosters will be prepared at least fortnightly in advance of their commencement. Such rosters will be complete for rostered hours of work for employees with regular 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 guaranteed 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 guaranteed 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. In the first instance these hours will be offered to existing permanent employees.
- 10.6 Where the employer fails to provide 48 hours notice of the cancellation of a shift but nevertheless cancels a shift for which an employee is rostered, that employee shall be paid for the ordinary hours that they would have worked had the shift not been cancelled.
- 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 time.

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 10-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 10-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 10-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.

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 12 and 13 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 Subject to clause 10.2, all permanent employees will be paid a minimum of three hours for each day on which they work. All relieving employees will be paid a minimum of two hours for each day on which they 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 guaranteed 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 guaranteed 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 28 (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 guaranteed 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. The Saturday and Sunday allowance shall be paid at the rate of \$1.45 per hour for each hour or part thereof so worked.
- 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 Meal Allowance specified in Appendix 1 will be paid as provided in clause 11.2.
- 14.6 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 two hours or less notice.
- 14.7 The Walmsley Duty Leader Allowance set out in Appendix 1 will be paid when a caregiving employee is designated by the employer to be in charge of Walmsley House in the absence of the facility 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 PROVISIONS RELATING TO PAYMENT OF WAGES AND ALLOWANCES

16.1 Payment of Wages

- 16.1.1 Wages will be paid fortnightly and be credited to an account nominated by the employee for which they are a named account holder.

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

16.2 Deductions from Wages

- 16.2.1 Following consultation and written notice to the employee the employer may make deductions from the wages due to an employee (including any holiday pay) for time lost through sickness or accident in excess of paid entitlements herein, unauthorised absence, for debts owing to the employer or for incorrect payment.
- 16.2.2 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.
- 16.2.3 For the purpose of calculating the value of un-returned items at termination, the initial value shall be reduced by 1/12th for each complete month which has elapsed since time of issue to account for fair wear and tear.

17.0 WAGES RECORDS

- 17.1 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.

18.0 EMPLOYEES MEETINGS

- 18.1 The employees may hold paid meetings with their authorised agents for up to a total of four hours per calendar year, provided that:
- 18.1.1 The employees authorised agent shall give Presbyterian Support at least 14 days written notice of intention to hold such meeting; and
- 18.1.2 Satisfactory arrangements for the maintenance of essential services are agreed to; and
- 18.1.3 Meetings shall be arranged at a place on the day and at a time as agreed upon between Presbyterian Support and the employees; and
- 18.1.4 Presbyterian Support shall be supplied with an attendance slip signed by the employees as evidence of attendance at the meeting; and
- 18.1.5 Employees return to work as soon as practicable after the conclusion of such meetings.
- 18.2 Presbyterian Support shall be entitled to make a rateable 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.

19.0 AMENITIES FOR STAFF IN RESIDENTIAL FACILITIES

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

20.0 MEALS SUPPLIED IN RESIDENTIAL FACILITIES

- 20.1 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.
- 20.2 Presbyterian Support shall provide a supper for employees employed on night shift.

21.0 UNIFORMS AND CLOTHING

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

22.0 PUBLIC HOLIDAYS

- 22.1 The parties to this agreement acknowledge that the nature of the industry and commitment to the organisation'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).
- 22.2 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, Queen's Birthday, Labour Day, Anniversary Day (or the day locally observed as that day).

- 22.3 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.
- 22.4 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.
- 22.5 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.
- 22.6 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.
- 22.7 Relieving employees shall be paid double their ordinary hourly rate for working public holidays, with the exception of ANZAC Day, Waitangi Day which shall be paid at the portion of the employee's relevant daily pay or average daily pay for each hour worked plus half that amount again (no paid alternative holidays will be granted to relieving employees).
- 22.8 Should any of the holidays specified in clause 22.2 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.
- 22.9 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 22.3).
- 22.10 For those employees whose roster normally includes weekend work all public holidays, except for anniversary day, shall be observed on the day they fall.
- 22.11 Where an employee is rostered to work on a holiday and wilfully defaults, the employee shall not be entitled to any payment.

23.0 ANNUAL LEAVE

- 23.1 Clauses 23.2 to 23.5 below apply to all employees covered by this agreement other than relieving employees.
- 23.2 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.
- 23.3 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. Where the parties cannot agree when an employee will take their annual leave the employer shall be entitled to give an employee 14 days' notice of the requirement to take their leave.
- 23.4 An employee who is on annual leave and suffers a bereavement as defined in clause 25.0 they shall be entitled to the leave provisions of clause 25.0 of this agreement and shall have their annual leave re-credited.
- 23.5 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.

24.0 LONG SERVICE LEAVE

- 24.1 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.
- 24.2 All such long service leave provided for in clause 24.1 of this clause 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 long service leave instead of taking the leave.

24.3 If an employee, having become entitled to long service leave, leaves her/his employment before such holiday has been taken, she/he shall be paid in lieu thereof.

24.4 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.

25.0 BEREAVEMENT LEAVE/TANGIHANGA LEAVE

25.1 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

25.2 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 25.1 (ii) above.

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

26.0 PARENTAL LEAVE

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

27.0 FAMILY VIOLENCE LEAVE

27.1 Subject to the Employer's Family Violence Leave Policy, if an employee is affected by Family Violence, or usually have a child under the age of 18 living with them who is affected by family violence they can:-

- (a) make a written request for a flexible short-term variation or variations (not more than 2 months) in their working arrangements if family violence has occurred while they have worked for the employer or prior to commencing work with the employer; and
- (b) take up to 10 days family violence leave in any one year once they have completed at least six months continuous service with the employer.

28.0 JURY SERVICE

28.1 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.

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

29.0 TRAINING

29.1 The Employer shall in accordance with any legislation that may be in force from time to time and in accordance with its own policy assist employees to gain qualifications

29.2 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 16.2.1)

29.3 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.

29.4 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.

30.0 SICK LEAVE

30.1 A permanent 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 or someone dependent on the employee for care is sick or injured.

30.2 After six months current continuous service with Presbyterian Support, part time employees shall, where they work

(i) an average of 10 hours per week over a period of six months and

(ii) works no less than 1 hour in every week or no less than 40 hours in every month over that period

receive paid sick leave in each ensuing twelve month period on a pro rata basis and at a minimum shall receive five paid days leave, provided that this clause does not operate to reduce any entitlement arising after 1 May 2004 which has been recognized by an employer for any employee.

30.3 The sick leave entitlement will be pro-rated for part-time staff according to the number of days per week they work, excluding relieving days:

Standard days per week	1	2	3	4	5
Sick leave entitlement in days	5	5	6	8	10

30.4 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.

30.5 The employer may require a medical certificate verifying the sickness or injury claimed by the employee within the 3 day period outlined in clause 29.4 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.

30.6 The employee shall advise Presbyterian Support as soon as practicable of inability to work because of sickness or injury.

30.7 Sick leave shall accumulate to the equivalent of thirty days by carrying forward from one year to another any unused accumulated benefit of up to 20 days entitlement.

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

- 30.9 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.
- 30.10 Where an employee has exhausted their sick leave entitlement and contracts norovirus from their work with the employer, the employer may at its discretion allow that employee additional paid leave.

31.0 HEALTH AND SAFETY

- 31.1 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 endeavour to meet their obligations under the Health and Safety at Work Act 2015 and all other health and safety legislation promulgated.
- 31.2 The Employer will take all practicable steps to ensure the safety of the employees covered by this agreement while at work.
- 31.3 The Employer will provide the employees with the clothing and equipment necessary to safely complete their duties.
- 31.4 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 all practicably reasonable steps to ensure they do not endanger their own or others safety.

32.0 INCIDENT AND INJURY REPORTING

- 32.1 The parties acknowledge the requirements of the Health and Safety at Work Act 2015.
- (a) Procedure
The employee is required to report in writing to Presbyterian Support all incidents/accidents/injuries 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, 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.

33.0 HARASSMENT

33.1 The employees 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.

34.0 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 of 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;
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;
- (iii) will make the results of any investigation available to the employee;
- (iv) will provide the employee with a reasonable opportunity to consider those results; and
- (v) may dismiss the employee with or without notice or take action that falls short of dismissal.

The general principles set out in 34.0 (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;
- (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 34.0 (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 34.0 (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.
- (f) **Suspension**
 - (i) Where the employer believes it has cause, the employer shall have the right to suspend an employee from its employment with or without pay for such period(s) as the employer shall, at its sole discretion, determine.

35.0 TERMINATION – GENERAL

35.1 Presbyterian Support may terminate the employment of RN's and EN's or RN's and EN's can terminate their employment with the giving of six weeks' notice. All other staff, with the exception of Relieving employees, will be given or may give four weeks' notice of termination of employment unless a lesser period is agreed in writing.

35.2 Payment may be made in lieu of notice or forfeited for any unworked portion of the required notice period (or such lesser period as has been agreed).

35.3 Dismissal without notice or payment may occur in the case of serious misconduct.

35.4 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.

35.5 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.

35.6 The employer may consider termination of an employee's employment 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.

35.7 If the employer considers a medical examination necessary the employer shall 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.

35.8 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.

36.0 REDUNDANCY

36.1 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.

36.2 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.

36.3 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 weeks ordinary pay for every year thereafter.

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

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

36.6 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.

36.7 "*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.

36.8 Where the employer sells, transfers, contracts out or reorganises all or any part of its business (restructuring) and an affected employee is employed 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.

36.9 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.

36.10 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 35.3.

36.11 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 36.3.

36.12 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.

37.0 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

37.1 An "employment relationship problem" includes:

- (i) a personal grievance;
- (ii) a dispute; and
- (iii) 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.

37.2 If an employee wishes to raise a personal grievance, they must raise the grievance with us within 90 days of the date of the action alleged to amount to a personal grievance occurring or coming to their notice, whichever is the later.

37.3 Any employment relationship problem should in the first instance be raised by either party as soon as possible, so that the parties can work to resolve it.

37.4 The parties are entitled to seek advice and assistance from a chosen representative in raising and/or discussing any employment relationship problem.

37.5 If an employee wishes to raise an employment relationship problem with us in writing, this should cover the following points:

- (i) details of their grievance, dispute or problem;
- (ii) why they feel aggrieved; and
- (iii) what solution they seek to resolve the grievance, dispute or problem.


- 37.6 If the problem cannot be resolved internally, the parties can access the Employment Relations Service run by the Ministry of Business, Innovation and Employment. The Employment Relations Service provides general information about employment rights and obligations, as well as providing mediators to assist parties to resolve employment relationship problems.
- 37.7 If either party believes that mediation is inappropriate, or if the employment relationship problem has not been resolved after using the Employment Relations Service, either party can apply to the Employment Relations Authority for assistance. This is a more formal step to take. The Authority's role is to investigate the problem and to make a decision.
- 37.8 If a decision is made by the Authority and either party is not satisfied with that decision, the party may be able to appeal the decision to the Employment Court. Following that, a party may, with leave, appeal to the Court of Appeal and ultimately the Supreme Court on questions of law.

38.0 SIGNATORY PARTIES


EMPLOYER

Presbyterian Support Southland

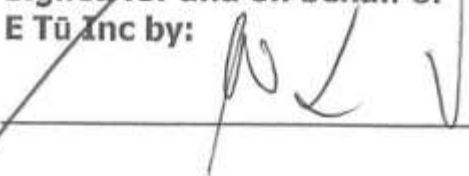
Chief Executive

 Michael Power

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

 _____

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

 _____

DATED AT Wanganui THIS 12 DAY OF February 2021

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
Night Shift – Saturday & Sunday
(Clauses 14.2, 14.3, 14.4) | \$1.00 for each hour worked
\$1.00 for each hour worked |
| c) | Meal Allowance
(Clause 14.5) | \$7.00 per meal |
| d) | Walmsley Duty Leader
(Clause 14.7) | \$1.00 per hour – Careworker |
| e) | Saturday & Sunday Duty
Allowance (refer Clause 14.3) | \$1.45 for each hour or part thereof
worked |
| f) | Short Notice Allowance
(Clause 14.6) | \$4.89 per day |

4 WAGES – PRESBYTERIAN SUPPORT SOUTHLAND

RN	From 1 March 2021
Step 1	\$28.55
Step 2	\$30.32
Step 3	\$32.03
Step 4	\$35.60
Step 5	\$36.66
Step 6	\$37.20*
EN	
Step 1	\$27.25
Step 2	\$27.50
Step 3	\$27.75
Step 4	\$28.25
Step 5	\$28.75**
Cooks	
Cooks – supervised	\$20.50
Supervising cook- Step 1	\$20.75
Supervising cook – step 2	\$21.70
Supervising cook – step 3	\$22.50
Service Workers	
Step 1	\$20.00
Step 2	\$20.50
Step 3	\$21.00
Step 4	\$21.50
Step 5	\$22.00

*To be eligible to move to RN Step 6 from 1 July 2021 a RN must have completed three years current continuous years' service with the Employer.

**To be eligible to move to EN Step 5 an EN must achieve and maintain an InterRAi competency assessment qualification. Where an EN is being paid at Step 5 of the Wage scale in Appendix 1, and they fail to maintain an InterRAi competency assessment they will move to Step 4 on the EN scale.

Progression through Steps for RNs, ENs Cooks and Service Workers is achieved on attainment of a satisfactory annual performance appraisal.

Care Workers and Activity Co-ordinators

In accordance with the Care and Support Workers (Pay Equity) Settlement and any legislation enacted pursuant to that settlement from time to time the pay rates for caregivers and activity coordinators shall be: -

	1 July 2021
Level 0 or <3 years' service	\$21.50
Level 2* or 3+ years' service	\$23.00
Level 3* or 8+ years' service	\$25.00
Level 4* or 12+ years' service	\$26.00
<p>* Qualifications are those recognised by NZQA.</p> <p>* Current continuous service includes service recognised as continuous for the purposes of transferring workers.</p> <ul style="list-style-type: none"> • Progression to Level 2 will be on attainment of the Level 2 qualification or after the completion of 3 years current continuous service with their employer as of 1 July 2017. • Progression to Level 3 will be on attainment of the Level 3 qualification or after the completion of 8 years current continuous service with their employer as of 1 July 2017. • Progression to Level 4 will be on attainment of the Level 4 qualification. • Employees shall be entitled to this rate in accordance with the terms of the Support Workers (Pay Equity) Settlements Act 2017 	
	\$27.00