



St John of God Hauora Trust



**St John of God Hauora Trust**

Health and Ability Services

and

**New Zealand Nurses Organisation**

**Collective Employment Agreement**

30 September 2019 – 4 October 2020

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## Principles for Quality Care

- Safe staffing levels and appropriate skill mix.
- Fair pay and conditions that support the principle of pay parity with the District Health Board occupational groups.
- Nationally recognised training and education programme for all staff.
- Funding accountability – all government funding is used for the benefit and care of care recipients.

These claims reflect the union’s objectives to ensure quality healthcare for all consumers.

### 1 Coverage and Parties

- 1.1 The parties to this agreement are St John of God Hauora Trust, Health and Ability Services (hereinafter referred to as “the employer”); and New Zealand Nurses Organisation (hereinafter referred to as “the union”).
- 1.2 The operation of the employer’s facilities constitutes an “essential service” in terms of the Employment Relations Act 2000.
- 1.3 This agreement wholly replaces any express or implied contractual terms or provisions (including those implied by custom and practice) that may have existed and bound the parties at the date of this agreement coming into force. Apart from any statutory obligations, the employer is not bound by any undertakings or provisions (either express or implied), contained within or arising from any current or previously existing Act, Regulation, Award, agreement, contract, instrument, or undertaking between the parties to this present contract or their agents.
- 1.4 The employer will comply with the provisions of the Employment Relations Act 2000 with regard to the passing on to non-union members of the terms and conditions of this collective agreement.
- 1.5 This agreement covers only employees who are:
  - 1.5.1 Financial members of the union; and
  - 1.5.2 Hold positions as classified in Schedule 2.
- 1.6 The employer agrees not to pass on automatically to non-union members terms or conditions that are the same or substantially the same as those contained in this collective agreement. This means that the employer and non-union members shall individually negotiate their terms and conditions of employment.

### 2 Term of Agreement

- 2.1 This agreement is effective from 30 September 2019 and shall remain in force until 4 October 2020.

### 3 New Employees

- 3.1 In accordance with the Employment Relations Act 2000, at the time when a new employee enters employment with the employer in a position covered by this agreement, the employer will inform the employee that the Collective Agreement exists and may cover the work to be done by the employee. The employee shall be covered by the collective agreement for the first 30 days of employment. If the employee joins the union they shall be covered by the agreement while it remains in

force, unless they resign from the union. The employer shall also advise the employee that he/she may join the union. The employer with the employee's permission will introduce the employee to the union delegate on site within the employee's first week of employment.

- 3.2 If, during the term of this collective a new position is created, or an employee in an existing position not covered by the collective wishes to join the union and be covered by the collective, the parties to the collective may use the variation clause to extend the coverage clause. Neither party will unreasonably withhold consent to such a variation to the coverage clause.

## **4 Obligations of the Relationship**

### **4.1 The employer shall:**

- 4.1.1 Act as a good employer in all dealings with the employee and the employees representatives;
- 4.1.2 Deal with the employee and any representative of the employee in good faith in all aspects of the employment relationship; and
- 4.1.3 The employer shall take all practicable steps to provide the employee with a safe and healthy work environment.

### **4.2 The employee shall:**

- 4.2.1 Comply with all reasonable and lawful instructions provided to them by the employer;
- 4.2.2 Perform their duties with all reasonable skill and diligence;
- 4.2.3 Conduct their duties in the best interest of the employer and the employment relationship;
- 4.2.4 Deal with the employer in good faith in all aspects of the employment relationship;
- 4.2.5 Comply with all policies and procedures (including any Codes of Conduct or House Rules) implemented by the employer from time to time; and
- 4.2.6 Take all practicable steps to perform the job in a way that is safe and healthy for themselves and their fellow employees.

- 4.3 The employees and employer agree that it is in their mutual interests that the organisation should be run efficiently and in a financially sustainable manner consistent with the Mission and Values of the organisation.
- 4.4 The interests of the employees are important to the employer and the employees shall be treated fairly and with consideration.
- 4.5 Appointments will be made in accordance with the appropriate job description for the particular position. During the currency of their employment the employees agree to work in partnership with the employer in the endeavour to promote and protect interests of Health and Ability Services.

## 5 Terms of Employment

- 5.1 Attention is drawn to the employer's employee Handbook. The employee Handbook and specified safety procedures are to be strictly adhered to at all times. The employee Handbook is not part of this agreement and may be amended from time to time by the employer.
- 5.2 The employee/employer may terminate the employment agreement with four weeks written notice unless otherwise negotiated with the employer. Agreement for a shorter notice period will not be unreasonably withheld. When the agreed notice is not given, the unexpired notice may be paid or forfeited by the party failing to give the agreed notice.
- 5.2.1 This shall not prevent the employer from summarily dismissing any employee without notice for serious misconduct or other good cause in accordance with the code of conduct and disciplinary policy procedures.
- 5.3 Serious misconduct includes (but is not necessarily limited to) abuse of patients, theft of property, dishonesty, breach of confidentiality agreement, falsification of records including timesheets, being in possession or under the influence of drugs or alcohol at work, verbal or physical abuse of any person, or breach of employment agreement.
- 5.4 In the event the employer wishes to investigate any alleged misconduct, it may, after discussing the proposal of suspension with the employee, and considering the employee's views, suspend the employee on pay whilst the investigation is carried out.
- 5.5 Wages shall be paid fortnightly, by direct credit to the employee's nominated bank account not later than three working days after the end of the end of the pay period (except when public holidays intervene). In the case of summary dismissal, wages may be paid on the next working day.
- 5.6 Details of how an employee's pay has been calculated shall be provided by the employer on request by the employee.
- 5.7 The employer may make a rateable deduction from an employee's wages due to the default of that employee or for sickness in excess of paid sick leave entitlements or for accident. Deductions may be made from subsequent wages relating to wages in a previous pay period. Any overpayment of wages by the employer shall be repaid in whole or by reasonable fortnightly deductions from the employee's wages. Any deductions made from an employee's wages will only be made with the employee's written consent. This consent also includes any request made by the employee in the AMS Kiosk.
- 5.8 Except as otherwise provided, the employer may take an agreed amount from an employee's pay if the employee has requested it, or agreed to it, in writing including union fees. The employee can withdraw their consent, or change the amounts, by giving written notice. The employer will also take amounts as required by law, for example, tax, student loan repayments, ACC, child support and KiwiSaver.
- 5.9 Upon termination of employment, the employee shall, on request, be entitled to a letter recording dates and capacity of employment.

- 5.10 An employee whose current terms of employment, rates of wages and allowances at the time of the application of this collective agreement, which when combined are better than those in this collective agreement, shall continue on these pay rates and conditions instead of those contained in this agreement.

## **6 Variation During Term of Agreement**

- 6.1 Should any matter arise which is not dealt with by this agreement, or is dealt with in only the most general terms, then the parties to this agreement shall commence negotiations to provide for any such matter.
- 6.2 Negotiations shall be conducted in good faith by all parties in order to provide for a variation of all or any of the provisions of this agreement so as to provide for the matter which arises which is not dealt with by this agreement or is dealt with in only the most general terms.
- 6.3 Any of the provisions of this Agreement may be varied by agreement between the employer and the union on behalf of the member directly affected. Any variation will be subject to consultation between the parties to this agreement and ratification by the members directly affected. Any such variation shall be recorded in writing and attached to this Agreement.

## **7 Employers Policies and Procedures**

- 7.1 Employees are required to work in accordance with the employer's policies, procedures and manuals. The employer may introduce new policies, procedures and manuals and amend or revoke its existing policies and procedures from time to time. The employer will advise employees of the changes and go through a consultation process.
- 7.2 All policies, procedures and resources can be found electronically in the Public Folder. Hard copies of policies, procedures and manuals are located in:

### **Canterbury**

Regional Manager's office, staff room and in the office at each Community Home.

### **Wellington/Upper Hutt**

Clinical and household areas and in the office at the Community Home.

## **8 Hours of Work**

- 8.1 Principles for Hours of Work
- 8.1.1 It is the intention of the parties to ensure that stable, guaranteed hours of work are available for all persons who have permanent hours covered by this collective agreement.
- 8.1.2 This intent is informed by the following:
- 8.1.2.1 Care to client/patients/residents is required 24 hours a day, 7 days a week, 365 days a year so shift work and rosters are required to ensure that care is provided at all times;
- 8.1.2.2 Shift work is known to carry with it certain hazards including personal health effects, fatigue and disruption to employees ability to participate in normal life activities; and

- 8.1.2.3 The Health and Safety at Work Act requires the employer to take all practical steps to prevent harm from occurring to employees from the way work is organised and therefore the employer shall ensure that rosters are developed to avoid the known risks to the employees who work the rostered shifts.
  - 8.1.3 Except by mutual agreement, the ordinary hours of work shall not exceed 80 in any one fortnight and no more than five days in a row. The employer will endeavour to provide 12 hours break (with a minimum of eight hours) between two separate shifts.
  - 8.1.4 The actual time of hours worked for any employee may be subject to agreement between the employee and the employer. Rosters for work duties shall be provided two weeks in advance of the actual commencement of the duties to be worked.
- 8.2 Meal Breaks
- 8.2.1 Employees will be entitled to the following paid rest breaks and unpaid meal breaks:
    - 8.2.1.1 One paid 15 minute rest break if their work period is between two and four hours;
    - 8.2.1.2 One paid 15 minute rest break and one unpaid 30 minute meal break if their work period is between four and six hours; and
    - 8.2.1.3 Two paid 15 minute rest breaks and one unpaid 30 minute meal break if their work period is between six and eight hours.
  - 8.2.2 If more than an eight hour period is worked, these requirements automatically extend to cover the additional hours on the same basis.
  - 8.2.3 The timing of rest and meal breaks is flexible and by agreement between employer and employee. Should an agreement not be reached, the rest and meal breaks should be spread evenly throughout the work period.
  - 8.2.4 If an employee is unable to take their breaks due to emergency or unforeseen circumstances the employee will be paid double time for the missed break. It is the employee's responsibility to take their break and inform their manager if they are unable to take their break to allow the situation to be remedied. It is the employer's responsibility to ensure breaks are taken.
- 8.3 Rosters
- 8.3.1 Rosters will be available two weeks in advance of the beginning of the work week. The rosters will reflect the employer's Rosters Policy. Both parties must agree to any subsequent change to the rosters.
  - 8.3.2 Rosters will be regularly reviewed by the employer and a union representative to ensure that patient and staff safety is maintained at all times
  - 8.3.3 The employer will endeavour to ensure that employees on rotating rosters do not cross more than two shift lines (AM, PM, overnight) in a fortnight, unless an employee chooses to swap shifts with another employee.
  - 8.3.4 If an employee works a double shift of two x eight hours they shall be entitled to 16 hours pay.

8.3.5 The employer will endeavour to roster a full weekend off (Saturday and Sunday) per month unless the employee has consented otherwise in writing.

8.3.6 No changes in duties shall occur unless the prior approval is first given by management.

#### 8.4 Infant Feeding

8.4.1 The aim is to promote and protect the breast feeding of infants by ensuring that suitable rest breaks and facilities are made available to nursing mothers.

8.4.2 The employer will ensure, so far as practicable given the employer's operational requirements and resources that appropriate facilities are to be provided in the workplace for an employee who wishes to breastfeed in the workplace and that appropriate breaks are provided for this.

8.4.3 Such breaks will be unpaid and be in addition to the breaks outlined above unless otherwise agreed between the employer and employee. The rest and meal breaks can also be used as breastfeeding breaks if this is agreed to by both employer and employee.

### 9 Wages and Allowances

9.1 The rates of wages for an employee shall be subject to agreement between the union and the employer (See Schedule 4). Please note the rates of wages for an employee contained in Schedule 5 are set by the Care and Support Workers (Pay Equity) Settlement.

9.2 In considering whether to give a wage increase to an employee, the employer will base their considerations on standard performance measurement criteria.

9.3 The rates of allowances for an employee shall be subject to agreement between the union and the employer (see Schedule 6).

### 10 KiwiSaver Contributions

10.1 Employees who transferred from Residential Care Ltd on 1 February 2010 will receive employer contributions specified below.

10.1.1 From 1 April 2010, the employer will make contributions to match 3% of an employee's gross taxable weekly wages provided that employee contributes the same amount (3%) to his/her KiwiSaver account.

10.1.2 From 1 April 2011, the employer will make contributions that match 4% of an employee's gross taxable weekly wages provided that employee contributes the same amount (4%) to his/her KiwiSaver account.

10.2 All other employees will be covered by the current statutory requirements.

### 11 Staffing Levels

11.1 Staffing levels in all areas of St John of God Hauora Trust will be based on an assessment of numbers of care recipients and their level of acuity so that standards of practice and quality of care are maintained; and will reflect Health and Safety policies, clients' Code of Rights, St John of God values and the Disability Sector Standards. Where there is an issue in staffing levels these will be resolved as soon as possible by management in consultation with registered nurses.



## 12 Public Holidays

- 12.1 The following days shall be observed in accordance with the Holidays Act 2003 as holidays without deduction from pay: Christmas Day, Boxing Day, New Year's Day and the day following, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, and the Provincial Anniversary Day.
- 12.2 All time worked on a public holiday, except Christmas Day (25 December) and Good Friday, shall be paid for at the normal rate of pay plus half time extra (time and a half). This includes any time worked on New Year's Day after 2.45pm. Time worked on Christmas Day (25 December) and Good Friday shall be paid at double the normal rate of pay.
- 12.3 Time worked between 2.45pm on 31 December, and 2.45pm on 1 January shall be paid at double the normal rate of pay.
- 12.4 Where a public holiday falls on a day on which the employee would otherwise have worked, such holiday shall be so observed or if the employee works on that day, the employee shall be entitled to an alternative paid holiday to be taken on another day agreed as between the employer and employee. That alternative paid holiday shall be taken or paid according to statute.
- 12.5 In the event of either Christmas Day or Boxing Day, New Year's Day or 2 January falling on either a Saturday or a Sunday those public holidays shall be treated as follows:
- 12.5.1 If the public holiday falls on a Saturday or a Sunday and one or both of those days would otherwise be a working day for the employee, then the public holiday shall be observed and treated as falling on that day.
- 12.5.2 If the public holiday falls on a Saturday and the day would not otherwise have been a working day for the employee the public holiday shall be observed and treated as falling on the following Monday.
- 12.5.3 If the public holiday falls on a Sunday and the day would not otherwise be a working day of the employee the public holiday shall be observed and treated as falling on the following Tuesday.
- 12.6 For the avoidance of doubt an employee who works more than one shift within a day which is observed as a public holiday shall only be entitled to one day's alternative paid holiday.
- 12.7 Those employees who work a night shift which straddles a public holiday shall be paid at public holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the shift.
- 12.8 In the event that the alternative day of the holiday worked has not been utilised within 12 months of it being granted, the employee may request and the employer may agree to exchange the alternative day for an equivalent cash payment.
- 12.9 Where an employee is rostered to work on a public holiday and wilfully defaults, the employee shall not be entitled to any payment.
- 12.10 An employee shall not be paid for any public holiday which falls on a day of the week on which she/he is not normally employed. Where a public holiday falls on a day that an employee is not normally required to work and where the employee agrees to work that day they shall not be entitled to an alternative paid holiday.

12.11 Where an employee who works rotating shift patterns, works on the day of the week that the public holiday falls more than 50% of the time over the last three months on their normal roster, they shall be entitled to be paid for that public holiday at the relevant daily pay for their normal rostered shift.

12.12 Public holidays falling during leave

12.12.1 Leave on Pay

When a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not debited against such leave.

12.12.2 Leave Without Pay

An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay (including sick or military leave).

### **13 Annual Leave**

13.1 An annual holiday of four weeks shall be allowed in accordance with the Holidays Act 2003.

13.2 Unless otherwise approved by the employer an employee shall take her/his annual holidays within six months of the holidays falling due.

13.3 The parties expressly agree they have contracted out of the requirements of section 27(1) of the Holidays Act 2003 that he/she be paid holiday pay before the holiday is taken unless at the specific request of the employee. The parties further agree that the employee will continue to receive his/her holiday pay in the pay period in which the holiday is taken. The employee shall provide one week's written notice to the employer if the employee requires holiday pay prior to commencing holiday.

13.4 The employer must allow the employee to take 2 weeks leave in a continuous period.

13.5 If the employee, their spouse for a dependant become sick or are injured before the employee takes annual leave, they can replace any period of sickness or injury that would have been annual leave with sick leave within the limits of their accrued entitlements.

13.6 If the employee suffers bereavement before or during annual leave, they can take the bereavement leave to which they would have been entitled had they been working. The employer will then transfer the relevant period of annual leave to bereavement leave.

### **14 Sick Leave**

14.1 Following the completion of six months' continuous employment the Employee shall be entitled to 10 days paid sick leave and for each 12-month period after that. The Employer does not pay out untaken sick leave

14.1.1 An employee who reports for work but who later returns home due to sickness before the completion of the rostered duty, shall have the half/full days lost from work debited against her/his sick leave entitlement.

14.1.2 For the purpose of this clause a half day sick leave will be deemed to be when 50% or more of the employee's rostered day has been worked and a full day sick leave will be deemed to be when 50% or less of the employee's rostered day has been worked.

- 14.2 The employer may require a medical certificate from the employee:
- 14.2.1 Where the sickness is for 3 or more consecutive calendar days' duration, whether working days or not;
  - 14.2.2 Has reasonable grounds to suspect that the sick leave being taken by the employee is not genuine and informs the employee, as early as possible after forming the suspicion that the sick leave being taken is not genuine, that the proof is required; and agrees to meet the employee's reasonable expenses in obtaining the proof;
  - 14.2.3 Where an employee demonstrates a pattern of short-term absences on sick leave, the employer may review that employee's absences. Where the performance of the employee in relation to sick leave is unsatisfactory, the employer may require a medical certificate stating the justification for the absence; and
  - 14.2.4 Where a medical certificate is requested by the employer, the certificate must state that the employee has been examined by the medical practitioner and is, in the doctor's opinion, unfit for work.
- 14.3 An employee should advise the employer as soon as practicably possible of an inability to work because of sickness. Only in exceptional circumstances shall notice be given after the commencement time of duty.
- 14.4 Sick pay shall be paid in accordance with statutory requirements.
- 14.5 Sick pay shall accumulate up to forty days by carrying forward from one year to another any unused sick leave of up to thirty days.
- 14.6 Sick pay shall have no cash value other than for sick leave or domestic leave (below).
- 14.7 Employees are entitled to be paid an amount that is equivalent to their relevant daily pay for each day they are on sick leave which is taken on a day that the employee would normally work.
- 14.8 Relieving employees or employees doing relieving work shall not be entitled to sick leave for any relieving work period.
- 14.9 Where an employee has used their total sick leave entitlement they may use any unused annual leave or lieu days to cover that sick leave in consultation and agreement with employer.

## **15 Domestic Leave**

- 15.1 Where, because an emergency or illness, has rendered the employee's child or relative dependent on the employee, leave on ordinary pay may be granted at the discretion of the employer as a charge against the employee's sick leave entitlement.
- 15.2 The entitlements in this clause shall be in substitution for the sick leave provisions of the Holidays Act 2003.

## **16 Bereavement Leave**

- 16.1 The employer shall grant if requested paid leave up to but not exceeding a period of 3 days as bereavement leave. The intent of this bereavement clause should be to provide every reasonable opportunity for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of

particular cultural requirements such as attendance at all or part of a tangihanga (or its equivalent).

- 16.2 Employees are entitled to be paid an amount that is equivalent to their relevant daily pay for each day they are on bereavement leave which is taken on a day that the employee would normally work.

## **17 Domestic Violence Leave**

- 17.1 The employee can take up to 10 paid days off a year to deal with the effects of domestic violence once they have worked for the employer for six months doing an average of at least 10 hours a week, and at least one hour a week or 40 hours a month. This will be checked every 12 months.
- 17.2 The employee can take domestic violence leave if:
- they are affected by domestic violence
  - a child living with them — no matter how often — is affected by domestic violence.
- 17.3 There is no time limit on when the abuse occurred.
- 17.4 The employee must tell their manager if they are going to take domestic violence leave as soon as they can (before their usual start time, if possible).
- 17.5 This domestic violence leave entitlement renews every 12 months. Employees may not carry forward any leave they do not take.
- 17.6 The employer will not pay the employee for unused domestic violence leave when their employment ends.
- 17.7 If the employee has used all their domestic violence leave, or does not qualify, the employer might let them take annual leave or unpaid leave.
- 17.8 The employee can also ask for flexible work arrangements for up to two months to deal with the effects of domestic abuse.

## **18 Parental Leave**

- 18.1 The provisions of the Parental Leave and Employment Protection Act 1987 and the Parental Leave and Employment Protection Amendment Act 2016 shall apply.

## **19 Long Service Leave**

- 19.1 An employee shall be entitled to special holidays as follows:
- 19.1.1 One special holiday of one week (pro rata for part time staff) after the completion of 10 calendar years and before the completion of 15 calendar years current continuous service with the employer.
- 19.1.2 One special holiday of one week (pro rata for part time staff) after the completion of 15 calendar years, and before the completion of 25 calendar years current continuous service with the employer.
- 19.1.3 One special holiday of three weeks (pro rata for part time staff) after the completion of 25 calendar years, and before the completion of 35 calendar years current continuous service with the employer.
- 19.1.4 One special holiday of five weeks (pro rata for part time staff) after the completion of 35 calendar years current continuous service with the employer.

- 19.2 All such special holidays may be taken in one or more periods and at such time as may be agreed by the employer and employees.
- 19.3 Pro-rated special holidays for part time employees shall be calculated on the basis that time allocated is 2% of hours worked, averaged over the 12 months prior to the date when the leave entitlement occurs, for each week of special holiday entitlement.
- 19.4 All such special holidays shall be paid at ordinary rates of pay, and pro-rated for part time staff as 2% of earnings over the 12 months prior to the leave being taken, for each week of holiday entitlement.
- 19.5 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.

## **20 Learning and Development**

- 20.1 The employer indicates its general commitment to education and training for work related skills. The employer provides an in-service training programme and strongly encourages staff to participate.
- 20.2 The employer acknowledges a commitment to support the continued safe practice of its workforce, and to supporting opportunities for the development of knowledge and skills which benefit consumers of the service, organizational effectiveness and the workforce.
- 20.3 Any permanent Support Worker commencing employment on Level 0 of the Care and Support Workers (Pay Equity) Settlement, must enrol on the Level 2 Health and Wellbeing Certificate within 4 months of commencing employment, and complete it within 12 months of commencing employment, unless the manager uses discretion to amend these timeframes. The employer will cover costs of enrolment, provide ongoing assessment and practice observation.
- 20.4 The employer is aware of the value of having a trained and educated care work force and will support staff to be trained and educated by ensuring that all staff has access to a minimum of 8 hours paid time per year of staff development and training.
- 20.5 The employer encourages staff to be trained and to that end will support those care workers who wish to commence and/or complete Careerforce national certificate qualifications by entering Training Agreements with those care workers.
- 20.6 The employer encourages employees to pursue studies which will be relevant and beneficial. Where the employer considers it appropriate to do so it may approve study leave to enable employees to undertake particular courses of study to complete qualifications or to attend courses or seminars. Employees must apply to the employer who will make the decision in consultation with the employee. Fees for approved courses may be paid by the employer.

## **21 Jury Service**

- 21.1 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 the employer, provided:
  - 21.1.1 That the employee produces the Court expenses voucher to the employer; and
  - 21.1.2 That the employee returns to work immediately on any day she/he is not actually serving on a jury.

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

## **22 Redundancy**

- 22.1 Redundancy shall mean a situation where an employee's employment is terminated by the employer, the termination being wholly or mainly attributable to the fact that the position filled by that employee is, or will become, superfluous to the needs of the employer.
- 22.2 An employee will be given four weeks' notice of any impending redundancy situation or, if this is not possible, as much notice as is reasonably possible. Such notice is to assist the employee in adjusting to redundancy.

## **23 Restructure and Transfer of Business**

- 23.1 The following provisions apply if the employer's business is to be restructured, or the work the employee performs is to be performed for a new employer for any reason. For the purpose of this clause, "restructure" includes internal reorganisation, workforce reduction, or transfer of any or all of the employer's business as a result of sale or of contracting out of the work the employee would otherwise perform.
- 23.2 If a restructuring proposal has implications for the employee's employment, the employer will consult with the employee as soon as is practical after the employer has decided to investigate the proposal.
- 23.3 The employer will provide the employee with relevant information about the general nature of the restructuring proposal and details of how it is likely to impact on the employee, including the timing of proposed negotiations and of the implementation of any proposed transactions.
- 23.4 At the employee's request the employer will provide the employee with any relevant and reasonably available information from a prospective new employer, subject to the employer's right to withhold commercially sensitive information or impose any reasonable conditions on its disclosure and/or circulation.
- 23.5 The employer will give the employee a reasonable time in which to consider any proposal affecting their employment and its implications, and to make comments and suggestions.
- 23.6 The employer will meet with the employee either on their own or with other affected employees to discuss the proposal.
- 23.7 The employer will take the employee's comments and suggestions into account before making a final decision.
- 23.8 If all or part of the business is to be sold, the employer will make reasonable efforts to reach agreement with the purchaser that in the event of the transaction being completed the purchaser will offer the employee ongoing employment in the same position on the same terms and conditions. If the purchaser does not agree to that the employer will ask that the employee be offered a position:
- 23.8.1 Carrying out substantially the same duties on terms and conditions no less favourable than under this agreement (including recognition of current service); or
- 23.8.2 Carrying out substantially the same duties but on different terms and conditions; or

- 23.8.3 Different from their existing position.
- 23.9 The employer will inform the employee of their contractual entitlements if their employment does not transfer to the new employer at the time of the restructure.
- 23.10 If the employee's duties are primarily cleaning, catering, or laundry work, and the employee is to be made redundant as a result of the employer contracting out the work they do, the employee may be entitled to transfer their employment to the contractor in accordance with Employment Relations Act. The employer will provide a reasonable opportunity for the employee to consider whether or not they wish to transfer, and let the employee know the date by which they must decide.

## **24 Consultation and Management of Change**

- 24.1 Consultation between the employer, its employees and the union is essential on substantive matters of mutual concern and interest.
- 24.2 Effective communication between the parties will allow for:
- 24.2.1 Improved decision making
  - 24.2.2 Greater cooperation between employer and employees; and
  - 24.2.3 A more harmonious, effective, efficient, safe and productive workplace. The employer recognises the role of the employee's staff delegate and the union in assisting in the positive management of change.
- 24.3 Prior to the commencement of any significant change in staffing, structure or work practices, the employer will identify and give reasonable notice to employees who may be affected and to the union to allow them to participate in the consultative process so as to allow substantive input.
- 24.4 Where an employer receives an indication of potential significant changes, they will undertake to advise staff and the union as soon as practicable of the possibility of these changes.
- 24.5 Where changes are deemed commercially sensitive to the employer, the union and the employees involved in the management of such change, shall meet with the employer and endeavour to reach agreement on any necessary and appropriate confidentiality.
- 24.6 Consultation
- 24.6.1 Consultation involves the statement of a proposal not yet finally decided upon, listening to what others have to say, considering their responses and then deciding what will be done. Consultation clearly requires more than prior notification.
  - 24.6.2 The requirement for consultation should not be treated perfunctorily or as a mere-formality. The person(s) to be consulted must be given sufficient opportunity to express their view or to point to difficulties or problems.
  - 24.6.3 If changes are proposed and such changes need to be preceded by consultation, the changes must not be made until after the necessary consultation has taken place. Both parties should keep open minds during consultation and be ready for change. Sufficiently precise information must be given to enable the person(s) being consulted to state a view, together with a reasonable opportunity to do so – either orally or in writing.

- 24.6.4 Consultation required neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- 24.6.5 The consultation process will give employees affected, or likely to be affected, by any significant change to staffing, structures or work practice, and the union organiser/delegate, the opportunity to put forward their views on any proposals or options developed for change prior to any final decision being made.
- 24.6.6 The process will generally include, but not necessarily be confined to the following:
- 24.6.6.1 Management will meet with employees likely to be affected and the union organiser/delegate to outline the possibility of change, looking at the current situation and the future, given factors that could give rise for the change;
  - 24.6.6.2 Management will develop a plan or proposal with options that include possible implications in relation to staffing changes;
  - 24.6.6.3 The plan or proposal will be circulated to employees likely to be affected and the union organiser/delegate, with a request for submissions within a reasonable and specified timeframe. Alternative proposals or options should demonstrate that the objectives could be met. Management will meet with employees and the union organiser/delegate for clarification of issues arising from the plan or proposal;
  - 24.6.6.4 Once submissions have been considered, management will make the final decision, and work with the union organiser/delegate to finalise the implementation plan; and
  - 24.6.6.5 It is agreed that consideration will be given and maintained in the employer's basic rights and obligations to operate the business in an efficient, business-like, safe and professional manner.

## **25 Health and Safety**

- 25.1 The parties to this agreement express their commitment to the pursuit of Health and Safety in employment. Both parties will endeavour to meet their obligations under the Health and Safety at Work Act and all other health and safety legislation promulgated.
- 25.2 The parties recognise the value of working together cooperatively and constructively to achieve the overarching goal, to maintain and advance a healthy workplace for the provision of high quality culturally appropriate healthcare. The employer is committed to providing safe staffing and a healthy workplace for employees.
- 25.3 Employees are expected to promptly report any actual or potential hazards and unsafe practices to the employer. Employees are expected to be mindful of their own health and safety and to discuss any concerns they may have with management.
- 25.4 The employee acknowledges that in performing the duties under this agreement, a certain amount of stress is to be expected and accepted as a normal part of the employee's employment. The employee agrees to advise the employer, without delay, if the employee feels stressed at work. The employer agrees that it will assess



the situation, and then work with the employee to reduce, minimise, and/or monitor such stress as appropriate.

- 25.5 The parties to this agreement will ensure all employees are provided with reasonable opportunities to be actively involved in the ongoing Management of Health and Safety and will promote co-operation between the employer, employee and union.
- 25.6 In addition to Management appointed positions there shall be a cross section of Health and Safety representatives elected from each service area.
- 25.7 The functions of the Health and Safety Representatives are:
- 25.7.1 To foster positive Health and Safety Management practices in the workplace.
  - 25.7.2 To identify and bring to the employers attention hazards in the workplace and discuss with the employer ways that the hazard may be dealt with.
  - 25.7.3 To promote the interests of employees in a Health and Safety context generally and in particular those employees who have been harmed at work, including in relation to arrangements and support for rehabilitation and a “Return-to-Work” programme.
- 25.8 The employer shall ensure each Health and Safety Representative has reasonable time and resources to undertake the role effectively.
- 25.9 Each Health and Safety Representative shall be entitled to two days paid leave per year to attend a training course approved under the Health and Safety at Work Act.
- 25.10 Any breach of this clause may constitute serious misconduct which could result in dismissal without notice.

## **26 Flu Vaccinations**

- 26.1 Once a year the employer will provide flu vaccinations for any employees who elect to have them. The flu vaccinations will take place on a day chosen by the employer. Exceptions may be made for employees who are unable to attend on the nominated day on a case by case basis at the employer’s discretion.

## **27 Sexual Harassment**

- 27.1 The employer and the employee recognise the undesirability of sexual harassment in the workplace and that it constitutes unacceptable conduct. “Sexual harassment” is defined in Section 108 of the Employment Relations Act 2000 and includes unwelcome or offensive conduct of a sexual nature, by demands, contact or innuendo. This may imply a promise for favours or a threat for withholding them. In addition to the Personal Grievance provisions of this contract, employees are also referred to the remedies under the Human Rights Act 1993.

## **28 Confidentiality**

- 28.1 The parties recognise that, apart from normal business requirements, there are clear ethical reasons for confidentiality of information, particularly in respect to patient/resident/client information. All employees are required to keep information about the employer business and patient information confidential. Disclosure of information may only be made with the express consent of the employer. Patient

information may only be disclosed by expressly authorized persons, designated by the employer.

## **29 Uniforms and Clothing**

- 29.1 Any uniforms or other items supplied to an employee by the employer remains the property of the employer.
- 29.2 Protective clothing and gloves shall be made available as necessary if the nature of the work so requires.
- 29.3 The employee is required to wear footwear and hosiery to a standard specified by the employer from time to time and to a condition that is acceptable to the employer.
- 29.4 The uniform must be kept in a clean and tidy condition.
- 29.5 Upon termination of employment employees shall return any uniforms they have been provided with. Failure to return the uniforms provided shall result in the employer making a deduction from any monies owing to the employee, after making due allowance for wear and tear.

## **30 Disciplinary and Dismissal Procedures**

- 30.1 It is expected that in the great majority of cases, employees will conduct themselves properly and competently in their work. The parties to this Agreement agree that the following procedures are therefore intended to be used where such trust is considered to be abused or there is negligence of responsibility requiring formal admonishment or there exists a lack of competence in carrying out duties.
- 30.2 Warning procedure (for matters other than may warrant dismissal without notice):
  - 30.2.1 First Warning - where the employer considers it necessary to take formal disciplinary action, a supervisor or more senior manager shall:
    - 30.2.1.1 Advise the employee of the behaviour or performance that is unsatisfactory;
    - 30.2.1.2 Advise the employee of what action to take to correct the problem, if applicable;
    - 30.2.1.3 Advise the employee of the consequences of continuing unsatisfactory performance;
  - 30.2.2 Final Warning - An employee whose performance continues to be unsatisfactory shall receive a final warning. The warning procedure shall follow the manner of the first warning but in addition the employee shall be advised that:
    - 30.2.2.1 Further unsatisfactory performance or conduct will result in dismissal.
  - 30.2.3 Dismissal - An employee who has received both warnings and continues to engage in unsatisfactory behaviour or performance will be liable to be dismissed in accordance with the Termination clause of this Agreement.
- 30.3 Serious Misconduct - dismissal without notice
  - 30.3.1 An employee may be dismissed without notice or payment in lieu of notice for serious misconduct;
  - 30.3.2 The employer shall consider any explanation that may be volunteered by the employee prior to confirming the dismissal;

- 30.3.3 Advice of dismissal shall be given by a senior representative of the employer and shall be given in the presence of a witness. The dismissal shall be confirmed in writing.
- 30.4 Where any warning process is undertaken or a dismissal is actioned, the employee may request the presence of another person to be present or act as a representative. The unavailability of a particular person shall not be used to frustrate the employer's right to proceed as considered necessary.

## **31 Termination**

- 31.1 The employee/employer may terminate the employment agreement with four weeks written notice unless otherwise negotiated with the employer. Agreement for a shorter notice period will not be unreasonably withheld. When the agreed notice is not given, the unexpired notice may be paid or forfeited by the party failing to give the agreed notice.
- 31.2 This shall not prevent the employer from summarily dismissing any employee without notice for serious misconduct or other good cause in accordance with the code of conduct and disciplinary policy procedures.
- 31.3 Upon termination of employment the employer, on request, shall provide the employee with a certificate of service stating dates and the capacity(ies) of the employment.
- 31.4 Abandonment of employment - Where an employee absents her/himself for a continuous period exceeding three rostered days without the consent of the employer or without notification to the employer, s/he shall be deemed to have terminated her/his employment, unless the employee is able to show they are unable to fulfil their obligations under this section through no fault of their own. The employer will make all reasonable efforts to contact the employee during the three day period of unnotified absence.

## **32 Right of Entry**

- 32.1 The union and its agents shall with the consent of the employer (which consent shall not unreasonable be withheld) be entitled to enter at all reasonable times upon the premises to interview any union member bound by this agreement, or prospective union member, but not so as to interfere with the care or privacy of patients, or to compromise the security policy of the organization.
- 32.2 Authorised representatives of the union parties to this agreement shall be entitled to enter the workplace at reasonable times to meet and talk with members and employees who may be entitled to become members. When a union representative enters the workplace they will:
- 32.2.1 Advise the manager that they are entering the workplace; and
- 32.2.2 If the manager is not present, the union representative will leave a note advising the manager of the visit; and
- 32.2.3 Comply with all notices in the workplace including notices about restricted entry; and
- 32.2.4 Comply with all health and safety and security requirements; and
- 32.2.5 Respect the residents bedrooms as private spaces; and

- 32.2.6 Avoid taking staff off the floor or away from their normal work without the consent of the appropriate manager. Such consent should not be unreasonably withheld.
- 32.2.7 The authorised union representative shall be entitled at all reasonable times to be upon the premises for purposes related to the employment of the members and the union business.

### **33 Union Delegates/Representatives**

- 33.1 The employer accepts that the employee job delegates are the recognised channel of communication between the union and the employer in the workplace.
- 33.2 The delegates recognise timely communication with management is necessary to facilitate positive working relationship
- 33.3 Accordingly paid time off at ordinary rates shall be allowed for recognised employee delegates to attend meetings with management, consult with union members and others.
- 33.4 Recognised employee job delegates and union officials to consult and discuss issues such as management of change staff surplus and representing employees.
- 33.5 Prior approval shall be obtained from management. Such approval shall not be unreasonably withheld.
- 33.6 The amount of paid time off shall be sufficient to enable delegates to give adequate considerations to the issues in the workplace.
- 33.7 Where recognised workplace activities are required outside of working hours, delegates shall be paid at ordinary rates or granted time in lieu on a time for time basis.
- 33.8 The employer agrees that union delegates have a role to play in the orientation of new staff and therefore will ensure that the new employee is aware of who the union delegates are. Delegates are encouraged to meet with new staff to advise them about the unions in the workplace and the fact of the collective agreement and that all new staff are covered by that agreement for the first 30 days of their employment.
- 33.9 The employer shall grant leave on pay for employee parties to this collective agreement to attend courses authorised by the union to facilitate the employees' education and training as employee representatives in the workplace.
- 33.10 The employer will allow employees who are members of the union(s) to attend at least three union meetings a year, (each of a maximum of two hours' duration) on pay in each calendar year.

Signed on behalf of St John of God Hauora Trust, Health and Ability Services

*(Not able to paste signature in here on pdf)*

Date 24/9/2020

\_\_\_\_\_  
Steve Berry

**Chief Executive Officer | St John of God Hauora Trust**

Signed on behalf of New Zealand Nurses Organisation



Date 22/9/2020

\_\_\_\_\_  
Laura Thomas

**Organiser | New Zealand Nurses Organisation**

## Schedule 1 : Resolving Employment Relationship Problems

A personal grievance of any employee party to this Agreement shall be settled in accordance with the procedure set out in Section 114 of the Employment Relations Act 2000.

An employee must raise the grievance with the employer within the period of 90 days, beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the later, unless the employer consents to the personal grievance being raised after the expiration of that period.

In the first instance, the parties to this Agreement, will communicate directly or through their representatives (e.g., union, lawyer, community law office or industrial relations consultant) to discuss the problem. The employee may bring a friend, relative or colleague to support him/her in the discussion.

If the problem cannot be resolved by talking to each other, either or both parties to this Agreement can:

- Contact the Ministry of Business, Innovation and Employment call free on 0800-209020 or visit the website at [www.employment.govt.nz](http://www.employment.govt.nz) to obtain information and/or refer parties to mediation.
- Participate in mediation provided by the Employment Mediation Service or the parties may choose their own mediator.
- If the problem is not resolved by mediation, either or both of the parties can take the problem to the Employment Relations Authority for investigation.
- The Employment Relations Authority may direct the parties to mediation or make a determination about the problem.

If either or both of the parties are dissatisfied with the determination of the Authority, the problem may be taken to the Employment court for a judicial hearing.

## Schedule 2 : Classification of Employees

The following classifications indicate employees specified in the coverage clause and who are deemed to be registered under the Health Practitioners Competency Assurance Act 2003, where applicable.

### Activities Assistant

A person who is designated as such and who is employed to deliver recreational programmes under the guidance of a Manager Rehabilitation and Therapy and/or an Activities Co-ordinator.

### Chef/Cook

A person who is designated as such as who is wholly or substantially employed in the preparation and cooking of meals.

### Enrolled Nurse

A nurse who is registered with the NZ Nursing Council (the Authority) under the Enrolled Nurse Scope of Practice, who holds a current annual practising certificate, and who works under the delegation and direction of the registered nurse.

### Food Services Assistant

A person who is designated as such and who is employed in domestic duties that may include; kitchen (with limited cooking responsibility), food service, orderly, and other duties as required and as directed from time to time.

### Household Services Assistant

A person who is designated as such and who is employed in domestic duties that may include; cleaning, laundry, kitchen (with limited cooking responsibility), food service, orderly, and other duties as required and as directed from time to time.

### Physiotherapy Orderly

A person who is designated as such and who is employed to assist the physiotherapist and the nursing staff with care recipient treatment, mobility, and lifting.

### Registered Nurse

A nurse who is registered with the NZ Nursing Council under the Registered Nurse Scope of Practice and who holds a current annual practising certificate.

### Support Worker

A person who is designated as such as who is substantially employed in assisting with the care of care recipients and on other duties as required and as directed from time to time. The support worker works under the supervision of a registered nurse.

### Community Programmes Coordinator

A person who is designated as such and who is employed to participate in/demonstrate activities and coordinate access for care recipients and clients to participate in community programmes.

## Schedule 3 : General Definitions

### Afternoon Shift

Means a duty commencing after midday and concluding before midnight on the same day.

### Casual Employees

Are those employees who are engaged to work on an as needed short-term and/or irregular basis who has no fixed hours of employment. A casual employee has no entitlement to any specified hours of employment per engagement.

### Duty

Means the period of work required of an employee within each period of 24 hours.

### Fixed Term Employees

Are those employees who are engaged to work for a specified period of employment to cover specific situations of a temporary nature such as parental leave, long term accident or sickness. There is no expectation of ongoing employment.

### Full Time Employees

Are those employees who are employed as permanent employees to work a maximum of 80 hours per fortnight.

### Hourly Rate

Means 1/40th of the relevant weekly rate and “pro rata the weekly rate” shall be a calculation based on the hourly rate.

### Illness

Does not mean an accident or the effects of an accident.

### Night Shift

Means a duty commencing after 10pm and concluding before 8am on the following day.

### Part Time Employees

Are those employees who are employed as a permanent employee to work less than 80 hours per fortnight. Unless otherwise stated, part-time employees shall be entitled to pro-rata the entitlements of wages, allowances and holidays.

### Redundancy

Means a situation where the position of employment of an employee is, or will, become surplus to the requirements of the employer’s business.

### Rotating Shifts

Means a series of duties which follow a pre-arranged cycle or sequence as to commencing and finishing days and times.

### Week

Means the seven days computed from 6.45am Monday to 6.45am Monday covered by the pay week. In the case of night shift workers, shall mean the seven days computed from 7.15am Monday to 7.15am Monday covered by the pay week.



## **Weekend Shift**

Means any shift commenced after 10pm Friday and concludes before 8am the following Monday.

## Schedule 4 : Remuneration

The employer will contribute in each pay period a sum equivalent to the compulsory KiwiSaver requirements.

Employees covered by Schedule 4 [those not covered by the Care and Support Workers (Pay Equity) Settlement] who are on Step 5 of the remuneration scale, who meet performance criteria, as determined by their Line Manager and the Chief Executive Officer, will be eligible for a one-off 3% performance payment which would be pro-rated in accordance to their hours of employment.

### Chef/Cook

Step	Effective 30 September 2019
1	\$19.63
2	\$20.10
3	\$20.60
4	\$21.09
5	\$21.61

### Enrolled Nurse

Step	Effective 30 September 2019
1	\$24.50
2	\$25.28
3	\$26.36
4	\$26.94
5	\$27.50

### Food Services Assistant

Step	Effective 30 September 2019	Effective 1 April 2020
1	\$17.70	\$18.90
2	\$17.70	\$19.10
3	\$18.09	\$19.30
4	\$18.53	\$19.50
5	\$18.98	\$19.70

### Household Services Assistant

Step	Effective 30 September 2019	Effective 1 April 2020
1	\$17.70	\$18.90
2	\$17.70	\$19.10
3	\$18.09	\$19.30
4	\$18.53	\$19.50
5	\$18.98	\$19.70

### Physiotherapy Orderly

Step	Effective 30 September 2019
1	\$19.16
2	\$19.94
3	\$20.65
4	\$21.16
5	\$21.67

### Registered Nurse

Step	Effective 30 September 2019
1	\$26.55
2	\$27.75
3	\$29.20
4	\$31.71
5	\$33.50

## Schedule 5 : Care and Support Workers (Pay Equity) Settlement

The following roles are covered by the Care and Support Workers (Pay Equity) Settlement:

- Activities Assistant
- Support Worker
- Community Programmes Coordinator

### Employees Employed on or After 1 July 2017

	Pay Band	1 July 2017 Year 1	1 July 2018 Year 2	1 July 2019 Year 3 and 4	1 July 2021 Year 5
Level 0	L0	\$19.00	\$19.80	\$20.50	\$21.50
Level 2*	L2	\$20.00	\$21.00	\$21.50	\$23.00
Level 3*	L3	\$21.00	\$22.50	\$23.00	\$25.00
Level 4*	L4b	\$23.50	\$24.50	\$25.50	\$27.00

\* "Qualifications" are those recognised by NZQA

### Existing Employees Employed Prior to 1 July 2017

All existing care and support workers on 1 July 2017 will move on to the following scale either at the step that recognises their current qualifications or their service with St John of God Hauora Trust, whichever is the most advantageous to the employee.

	Pay Band	1 July 2017 Year 1	1 July 2018 Year 2	1 July 2019 Year 3 and 4	1 July 2021 Year 5
Level 0 or <3 years' service	L0	\$19.00	\$19.80	\$20.50	\$21.50
Level 2* or 3+ years' service	L2	\$20.00	\$21.00	\$21.50	\$23.00
Level 3* or 8+ years' service	L3	\$21.00	\$22.50	\$23.00	\$25.00
Level 4* or 12+ years' service	L4b	\$23.50	\$24.50	\$25.50	\$27.00

\* "Qualifications" are those recognised by NZQA

### ***Pay Band for Existing Employees with 12 Years or More Current Continuous Service but With no Qualifications***

All existing care and support workers who reach 12 years current continuous service with St John of God Hauora Trust after 1 July 2017 and who have not achieved a Level 4 Certificate will move on to the following rates unless there are genuine reasons based on reasonable grounds that the St John of God Hauora Trust did not provide the support necessary for the employee to achieve the Level 4 qualification, in which case the employee will be entitled to move to the Level 4 step above. Any dispute about the provision of the necessary support will be dealt with through the normal dispute resolution processes.

	Pay Band	After 1 July 2017	On or After 1 July 2018	On or After 1 July 2019	On or After 1 July 2021
12+ years' service	L4a	\$22.50	\$23.50	\$24.50	\$26.00

## Schedule 6 : Allowances

Allowances contained in Schedule 5 of the Collective Employment Agreement dated 5 October 2015 to 1 October 2017 will remain in effect until 29 October 2017. The following allowances will be effective from 30 October 2017.

### **Annual Practising Certificates**

All employees required to hold an annual practising certificate shall have this fee reimbursed each year, except where the employee has their practising certificate reimbursed by another primary employer.

### **Meal Break on Duty Allowance**

A Registered Nurse or any other employee who is required by the Regional Manager to remain on duty during an unpaid meal break will be paid for those 30 minutes at their normal hourly rate (pro-rata).

### **Night Shift Allowance**

An employee who is required to work a whole duty between the hours of 10pm and 8am shall be paid night shift allowance of \$14.00 per night shift.

### **Public Holidays**

Refer to Clause 12. Public Holidays in the Collective Employment Agreement.

### **Regional Responsible Nurse Allowance**

Where a Registered Nurse is designated by the Regional Manager as the Regional Responsible Nurse for residential clinical support services in the region [main facility and Community Homes (if applicable)] they will be paid an allowance of \$2.00 per hour for each hour designated as the Regional Responsible Nurse.

### **Unit(s) Responsible Nurse Allowance**

Where a Registered Nurse/Enrolled Nurse is designated by the Regional Manager to be responsible for one or more Units they will be paid an allowance of \$2.00 per hour for each hour designated as the Unit(s) Responsible Nurse.

### **Weekend Allowance**

Any staff member, whose work commences after 10pm Friday and concludes before 8am Monday, shall be paid a weekend allowance of \$3.00 per hour for each hour of that shift.