



***Presbyterian  
Support***

**South Canterbury**

## **Presbyterian Support South Canterbury**

**NEW ZEALAND NURSES ORGANISATION INC**

**E TŪ INCORPORATED**



NEW ZEALAND  
**NURSES**  
ORGANISATION

TŌPŪTANGA  
**TAPUHI**  
KAITIAKI O AOTEAROA



**Enliven**

**COLLECTIVE AGREEMENT**

**1 October 2024 - 30 September 2025**

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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) Nurse Unit Manager
- (ii) Team Leader
- (iii) Registered Nurse
- (iv) Enrolled Nurse
- (v) Supervising Cook
- (vi) Cook
- (vii) Care Worker
- (viii) Service Worker
- (ix) Activities Co-ordinator
- (x) Diversional Therapist

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

## 3.0 NEW EMPLOYEES

3.1 The Employer will ensure that new employees who come within coverage of this agreement, pursuant to Section 62 of the Employment Relations Act 2000, be employed on the terms and conditions of this Agreement for the first 30 days of their employment.

3.2 Where a new employee whose work comes within the coverage clause is not a member of the Union, the employer will inform the employee that:

- (i) this agreement exists and covers their work;
- (ii) they may join the Union;
- (iii) how to contact the Union;
- (iv) if the employee joins the Union, the employee will be bound by this collective agreement;

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- (v) if the employee agrees, inform the union as soon as practicable that the employee has entered into the individual employment agreement with the employer.

3.3 The employer will give the employee a copy of this collective agreement and introduce them to the Union Delegate as part of the induction process.

#### **4.0 EMPLOYEES**

4.1 Where the employment of any employee ceases during the currency of this agreement, this agreement shall cease to apply to that person. Names and site locations of employee's who become covered by this agreement, shall be supplied at six weekly intervals to the Unions unless the employee objects.

4.2 Although this agreement shall cease to apply to any person who ceases employment with Presbyterian Support, that person will continue to be bound under an individual agreement of employment for the purpose of enforcing;

4.2.1 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

4.2.2 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 1<sup>st</sup> day of October 2024.

5.2 This agreement shall expire on the 30<sup>th</sup> day of September 2025.

5.3 This agreement replaces any previous agreements, arrangements or representations and represents the entire agreement between the parties.

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

6.1 The parties do not intend any variation of this agreement while it is current either collectively or individually and a variation shall not be made unilaterally by any party or the agent of any party.

- 6.2 Where Presbyterian Support and the Union parties agree, this agreement shall be varied in writing.
- 6.3 Presbyterian Support and any employee may agree in writing upon additional terms and conditions on an individual basis that are not inconsistent with the terms of this agreement.
- 6.4 Original agreements shall be held by Presbyterian Support and the Unions.

## **7.0 AUTHORISED REPRESENTATIVES**

- 7.1 Officials from either Union claiming to be entitled to represent any party or intended party to this agreement shall provide written authority of that representation in accordance with the Employment Relations Act 2000.
- 7.2 Upon establishing that authority the existing parties to this agreement shall recognise the representative as a negotiating representative.
- 7.3 A duly authorised representative of employees may enter premises under the control of Presbyterian Support on the following conditions:
- a) On each occasion access must be sought from Presbyterian Support and approved;
  - b) Access will be to place on the premises nominated by Presbyterian Support;
  - c) Access is to be during the period of ordinary working hours of the employee to be seen and at a reasonable and approved time for the undisturbed continuity of Presbyterian Support's operations;
  - d) Access will be for an estimated reasonable period of time approved by Presbyterian Support.
  - e) Access is subject to the observance of any health safety and security procedures and requirements applying to the premises as required by any Act, Regulation, Code of Practice or existing requirement of Presbyterian Support and the representative will observe any limited or prohibited entry of other than employees to particular parts of the premises.

## **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 reasonable 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.

### **Confidential Information**

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

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

8.5 In this agreement "Confidential Information" means:

- a) Any information relating to the business affairs, financial or commercial arrangements of Presbyterian Support or of any customer of Presbyterian Support or other persons dealing with Presbyterian Support;
- b) Any information relating to passwords and PIN numbers used to access our electronic or other data and systems, business premises or any secure facility or area within our business premises.
- c) 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
- d) Information relating to the health or personal circumstance of residents and other people.

8.6 Presbyterian Support's confidential information must be kept strictly confidential except as authorised by Presbyterian Support during the term of this agreement and following its termination. Employees must take all reasonable steps to prevent the improper use or disclosure of Presbyterian Support's confidential information.

8.7 Employees must not accept any payment or other benefit as an inducement or reward for any action in connection with any matters or business transacted by the Employer or on its behalf.

8.8 Employees must immediately advise the Employer of any potential or actual conflict of interest.

- 8.9 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.
- 8.10 It is specifically recognised that the operations of Presbyterian Support and the work of the employees are subject to various regulatory provisions which must be observed.

## **9.0 DEFINITIONS**

### **9.1 Occupational Classifications.**

In this agreement:

- 9.1.1 "Unit Nurse Manager" is a registered nurse who has all the responsibilities of a team leader plus the recruitment of staff and will deputise as a Facility Manager when required by the Director of Enliven.
- 9.1.2 "Team Leader" is a registered nurse who is appointed to be in charge of staff. Their duties would include supervision of staff and allocation of work.
- 9.1.3 "Enrolled Nurse" means a person as defined in the Enrolled Nurse Scope of Practice under the Health Practitioners Competence Assurance Act 2003.
- 9.1.4 "Registered Nurse" means a person as defined in the Registered Nurse Scope of Practice under the Health Practitioners Competence Assurance Act 2003.
- 9.1.5 "Cook" shall mean an employee wholly or substantially engaged in the preparation and cooking meals.
- 9.1.6 "Supervising Cook" means the employee designated to supervise the work of the kitchen in addition to cooking responsibilities. Only one such employee shall be so designated in a kitchen.
- 9.1.7 "Service Worker" shall refer to an employee wholly or substantially engaged in general cleaning and domestic duties, laundry and sewing work, kitchen duties with limited or little cooking responsibility, and other supportive duties.
- 9.1.8 "Care Worker" shall refer to any employee wholly or substantially engaged in assisting older persons, residents or patients in their activities of daily living and such other attendant duties as required including aiding nurses in medical/nursing aspects of care.

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

## **9.2 Type of Employment.**

In this agreement:

9.2.1 "Permanent Employees" are part time or full time employees that are employed for an indefinite period until they resign or are terminated in accordance with this agreement

9.2.2 "Temporary or Fixed Term Employee" means an employee who agrees to temporary employment which ends –

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

## **9.3 Other terms defined.**

In this agreement:

9.3.1 'Agreed hours of work' includes any or all of the following:

- a) The number of guaranteed hours of work
- b) The days of the week on which work is to be performed.
- c) The start and finish times.
- d) Any flexibility around b) and c).

9.3.2 'Casual 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 'Facility Duty Leader' means an employee designated by the employer to be in charge of the whole facility in the absence of the facility manager.
- 9.3.9 'On Call' means a staff member who is requested by the Manager or designated person to be on call for the purpose of being available to be called upon to work a shift or shifts.

## **10.0 HOURS OF WORK**

- 10.1 Hours of work for each employee shall be determined by Presbyterian Support.. 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 pattern.
- 10.3 Rosters will be prepared at least fortnightly in advance of their commencement. Such rosters will be completed 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 Following consultation and agreement, permanent employees may be rostered "on call". An employee who is on call shall be available and fit for work if called on.
- 10.7 Employees will maintain such time recording systems provided by Presbyterian Support as may be necessary to accurately record hours worked and absences.
- 10.8 An employee who knows they are to be unavoidably late or absent must notify their manager or a supervisor personally by phone 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 of overtime worked and twice the ordinary rate for hours in excess of three hours of overtime worked.
- 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 Casual 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.
- 12.5 Where an employee is pursuant to clause 10.6 of this agreement rostered "on call" they shall be paid an on call allowance for the availability to work outside of their agreed hours as reasonable compensation for their availability. That on call allowance is as provided for in clause 14.5 and Appendix 1 clause 3.
- 12.6 Where an employee who is "on call" and is called in to work they shall be paid in accordance with clauses 12 and 13 of this agreement.

### **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 Casual hours of work except where regular hours of work are in excess of 40 hours per week; 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, except where regular hours of work are in excess of 8 hours per 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/PENALS**

- 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 other than a RN or EN works from 9pm and finishes before 8am the following calendar day. An RN or EN will be paid a penal rate of time one quarter (T0.25) for all hours worked from 9pm until the end of their rostered shift.
- 14.3 The Saturday and Sunday Allowance specified in Appendix 1 will be paid when an employee other than a RN or EN works any hours between Friday midnight and the next 48 hours. The Saturday and Sunday allowance shall be paid at the rate of \$3.50 per hour for each hour or part thereof so worked. An RN or EN will be paid at the rate of time and one quarter (T0.25) for all hours worked within this timeframe.
- 14.4 Where an employee is entitled to the Night Duty Allowance and the Saturday or Sunday Allowance only the higher of those two allowances shall be paid.
- 14.5 The On Call Allowance specified in Appendix 1 will be paid when an employee is rostered on call as reasonable compensation for their availability. The staff member will be eligible for this allowance regardless of whether they are called in to work or not.
- 14.6 The Meal Allowance specified in Appendix 1 will be paid as provided in clause 11.3.
- 14.7 The Short Notice Allowance specified in Appendix 1 will be paid to permanent employees who, with the approval of the manager or designated person, are called in to work at two hours or less notice.
- 14.8 The Facility Duty Leader Allowance set out in Appendix 1 will be paid when an employee is designated by the employer to be in charge of the whole facility in the absence of the facility manager.

#### **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.

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 holiday pay) for any money owed to Presbyterian Support by the employee including for time lost through sickness or accident in excess of paid entitlements herein, unauthorised absence, annual leave in excess of entitlements, for debts owing to the employer or for incorrect payment,

16.2.3 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.

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

## **17.0 WAGES RECORDS**

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

## **18.0 EMPLOYEES MEETINGS**

- a) The employees may hold paid union meetings with their authorized agents for up to a total of four hours per calendar year, provided that:
  - (i) The unions shall give Presbyterian Support at least 14 days written notice of intention to hold such meeting; and
  - (ii) Satisfactory arrangements for the maintenance of essential services are agreed to; and
  - (iii) Meetings shall be arranged at a place on the day and at a time as agreed upon between Presbyterian Support and the unions; and
  - (iv) Presbyterian Support shall be supplied with an attendance slip signed by the employees as evidence of attendance at the meeting; and
  - (v) Employees return to work as soon as practicable after the conclusion of such meetings.
  
- b) 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**

- a) Suitable facilities for changing shall be provided.
  
- b) A secure cupboard for safekeeping of employees' personal belongings while on duty shall be available, to be used by employees at their own risk.

## **20.0 MEALS SUPPLIED IN RESIDENTIAL FACILITIES**

- a) Presbyterian Support shall provide a meal for employees employed on night shift.

## **21.0 UNIFORMS AND CLOTHING**

- a) Where specified uniforms, smocks or other special clothing is required by Presbyterian Support to be worn, these items shall be supplied by Presbyterian Support. All items supplied remain the property of Presbyterian Support.

- b) Protective clothing and gloves shall be made available by Presbyterian Support as necessary if the nature of the work so requires.
- c) Unserviceable items must be returned to Presbyterian Support prior to the issue of a replacement item.
- d) The employee is obliged to wear footwear and hosiery acceptable to Presbyterian Support for health and safety reasons when on duty and to use protective clothing and equipment as directed.

## **22.0 PUBLIC HOLIDAYS**

- a) The parties to this agreement acknowledge that the nature of the industry and commitment to the employer'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 that are otherwise working days if requested by the employer to do so in accordance with the roster (as per clause 10.1). Except where provided herein payment for public holidays shall be made pursuant to the Holidays Act 2003.
- b) Public holidays shall be as specified in Section 44(1) of The Holidays Act 2003, ie, 25th day of December, 26th day of December, 1st day of January, 2nd day of January, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, Birthday of the Reigning Sovereign, Labour Day, Anniversary Day (or the day locally observed as that day) and Matariki.
- c) Where a public holiday (excluding 25th day of December,) is observed on a day when an employee is normally required to work, and the employee works, they shall be paid the portion of their relevant daily pay or average daily pay for each hour worked plus half that amount again and receive a paid alternative holiday.
- d) Where an employee (other than a Casual employee) works on the 25th day of December they shall be paid double their ordinary hourly rate of pay for the hours worked and receive a paid alternative holiday.
- e) An alternative holiday will be granted to an employee who is designated "on call" on a public holiday and that day would otherwise be a working day for the employee, and although not called in to work the restriction imposed on the employee's freedom of action is such that for all practical purposes the employee has not had a whole holiday.
- f) Alternative holidays must be taken on a day which would otherwise be a working day for the employee and which is mutually agreed between the employee and Presbyterian Support. If agreement cannot be

reached on the taking of the alternative holiday Presbyterian Support may give the employee 14 days notice of the requirement to take the holiday. Neither the employer nor any employee covered by this agreement shall be disadvantaged by this clause.

- g) Where an alternative holiday is not taken in the 12 months following entitlement, the holiday can, with the agreement of Presbyterian Support be exchanged for payment. Payment will be at the employee's ordinary hourly pay for a normal working day.
- h) Casual employees shall be paid double their ordinary hourly rate for working public holidays, (no paid alternative holidays will be granted to Casual employees).
- i) Should any of the holidays specified in sub-clause (b) of this clause occur on an employee's normal work day during the currency of the employee's annual holiday, then such annual holiday will be extended by one day for every such holiday and the employee shall be paid for every such day.
- j) For those employees whose ordinary hours of work are between Monday and Friday inclusive, the holidays will be observed in accordance with The Holidays Act 2003. The Act provides for the transference and observance of the holidays that would otherwise fall on a Saturday/Sunday to be observed on a Monday (or Tuesday). Provisions for work on these days for these employees shall be in accordance with 22.0 c).
- k) For those employees whose roster normally includes weekend work, all public holidays, except for anniversary day, shall be observed on the day they fall.
- l) 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**

- a) Clauses (b) to (d) below apply to all employees covered by this agreement other than Casual employees.
- b) Employees shall, with the exception of Casual employees, on completion of twelve months continuous service be entitled to annual leave of four weeks allowed and paid in accordance with the Holidays Act 2003.
- c) Annual holidays shall be taken by mutual agreement between the employer and the employee and will 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. In the absence of agreement, the employer may direct the employee to take annual holidays by providing 14 days notice of the requirement. Employees should use their full annual holiday entitlement each year. Any request for annual leave would not be unreasonably withheld.

- d) 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.
- e) The employers preferred position is that all employees have opportunity for adequate rest and recreation. The employee may request in writing that the employer pay out up to one week of the employee's fourth week of annual holiday entitlement. The employer at its sole discretion will consider the request. Where the employer agrees to a request it will be paid as soon as practicable in accordance with the Holidays Act 2003.

## **24.0 FAMILY VIOLENCE LEAVE**

- 24.1 The Employer is committed to providing a safe, supportive, confidential and non-judgemental environment where support and assistance to victims of family violence, or those affected by family violence in the past, is not only provided but encouraged.
- 24.2 Family violence may impact on an employee's attendance or performance at work. Family violence is defined by s9 of the Family Violence Act 2018.
- 24.3 The Family Violence Victims Protection Act Policy gives guidance to the employee to the steps required to apply for the leave. This policy will be provided to all new staff.
- 24.4 Family violence leave of up to 10 days per year will be allowed in accordance with the provisions of the Holidays Act 2003.
- 24.5 An employee shall notify the employer personally by telephone of the need to take family violence leave as soon as practicable on the first day of absence and each day of absence thereafter or as negotiated.
- 24.6 At the discretion of the employer, an employee who supports a person experiencing family violence may take domestic leave to accompany them to court, to hospital, or to mind children.
- 24.7 All personal information concerning family violence will be kept confidential and secure.

24.8 Proof of family violence may be requested and can be in the agreed form of a document from the Police, a health professional or a family violence support service.

## **25.0 LONG SERVICE LEAVE**

- a) An employee shall be entitled to long service leave as follows: -
  - (i) One special holiday of two weeks after the completion of fifteen years and before the completion of twenty-five years of current continuous service with Presbyterian Support.
  - (ii) One special holiday of three weeks after the completion of twenty-five years and before the completion of thirty five years of current continuous service with Presbyterian Support.
  - (iii) One special holiday of five weeks after the completion of thirty-five years current continuous service with Presbyterian Support.
- b) All such long service leave provided for in sub clause a) 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. If agreement cannot be reached, Presbyterian Support may give an employee 14 days notice of the requirement to take the holiday. 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.
- c) If an employee, having become entitled to long service leave, leaves their employment before such holiday has been taken, they shall be paid in lieu thereof.
- d) The provision of this clause shall not apply where Presbyterian Support has in operation or brings into operation an alternative scheme for rewarding service which is not less favourable to the employee than the foregoing.

## **26.0 BEREAVEMENT LEAVE/TANGIHANGA LEAVE**

- 26.1 An employee who completes six months' continuous service or who has worked
- a) an average of at least 10 hours per week over a period of six months and

- b) no less than 1 hour in every week during that period or no less than 40 hours in every month over that period shall: -
  - (i) be entitled to three days paid bereavement leave on the occasion of the death of a partner, spouse, parent, child, brother or sister, grandparent, grandchild, spouse's parent.
  - (ii) be entitled to up to three day's paid bereavement leave at Presbyterian Support's discretion 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 death or funeral arrangements.
  - (iii) be entitled to three day's paid bereavement leave on the end of the employee's or another person's pregnancy by way of miscarriage or still-birth where:
    - a. the employee is the person's spouse or partner;
    - b. the employee is the biological parent and the person's former spouse or partner; or
    - c. the employee or their spouse or partner had undertaken to be the primary carer of a child born as a result of pregnancy.
  - (iv) be entitled to one day's paid bereavement leave on any other occasion where Presbyterian Support accepts the employee has suffered a bereavement, taking into account the employee's closeness of association with the deceased and any responsibilities they have in relation to the death or funeral.

26.2 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.

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

## **27.0 PARENTAL LEAVE**

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

## **28.0 JURY SERVICE**

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

## **29.0 STUDY LEAVE**

- a) The parties to this agreement record their intention that staff be given reasonable opportunity to undertake courses of study or training relevant to their employment. Leave, with or without payment, may be approved as deemed appropriate by Presbyterian Support. Should an employee require assistance with course fees, Presbyterian Support may advance the fees. The advance shall be repaid through deduction from wages over a period not exceeding twelve months. Presbyterian Support shall deduct from final wages the unpaid portion of the advance (refer clause 16.2.2) .
- b) Provided that where Presbyterian Support designates such courses or training to be compulsory, payment for time spent at the course or training shall be paid for at the employee's ordinary hourly rate.

## **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 fifteen (15) days paid sick leave when the employee, their spouse or someone dependant on the employee for care is sick or injured.
- 30.2 The employee shall advise Presbyterian Support personally by telephone of the need to take sick leave as soon as practicable on the first day of absence and each day of absence thereafter by negotiation.
- 30.3 Presbyterian Support may require the employee to produce a medical certificate for any period of absence for three consecutive days or more, and further certificates to cover the period of absence in the case of extended illness or injury. If such proof is not provided the employer may not pay for the sick leave claimed.

- 30.4 The employer may require a medical certificate if the employee takes sick leave and:
- 30.5 a) The employee or their spouse, partner or dependent has been sick or injured for three or more consecutive days (at the employee's cost);
- b) The employer otherwise wants the employee to provide a medical certificate to support their sick leave (at the employer's cost).
- 30.6 The employer may request that the employee consult one or more health professionals nominated or approved by the employer, at the employer's cost, to provide advice about the employee's health and fitness for work, including for alternative duties and rehabilitation, and about ways of managing the employee's illness or injury while at work. The employer may make this a condition of the employee remaining at work or returning to work from sick leave. If the employee does not consult a health professional as requested, the employer may act on the basis of the information available to it at the time.
- 30.8 Sick leave shall accumulate to the equivalent of 30 days by carrying forward from one year to another any unused accumulated benefit of up to 20 days entitlement.
- 30.9 Sick leave shall be calculated and paid in accordance with the Holidays Act 2003.
- 30.10 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.
- 30.11 Where an employee contracts a notifiable disease from their work place with the employer, the employer may will allow the employee additional paid leave.

## **31. MEETINGS**

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

## **32. HEALTH AND SAFETY**

- 32.1 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 & Safety at Work Act 2015 and all other health and safety legislation promulgated.

- 32.2 The Employer will take reasonably practicable steps to ensure the safety of the employees covered by this agreement while at work.
- 32.3 The Employer will provide the employees with the clothing and equipment necessary to safely complete their duties.
- 32.4 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) notify Presbyterian Support of any work related hazard employees become aware of as soon as practicable on the day on which the hazard is identified and such notification shall be responded to by the employer in a timely way;
  - (ii) report any work related accident, incident, illness or discomfort to Presbyterian Support as soon as practicable on the day on which the accident, incident, illness or discomfort occurs. Failure to do this may result in Presbyterian Support not accepting that the event occurred at work;
  - (iii) notify Presbyterian Support as soon as practicable and within one working day of filing any work related claim with ACC. Employees shall also provide Presbyterian Support with copies of the application form and such other documentary evidence and medical certificates as provided to or by ACC, relating to the employee's continued eligibility for earnings related compensation, in addition to any other information that Presbyterian Support may require;
  - (iv) notify Presbyterian Support immediately of any significant change to the employee's work duties, place of work or work environment, where such a change has, or is likely to have, an impact on the employee's health;
  - (v) notify Presbyterian Support immediately after the employee becomes aware that they may be suffering the effects of work related stress. The employee will co-operate with Presbyterian Support by taking any necessary steps to reduce or remove the effects of such work-related stress;
  - (vi) notify Presbyterian Support immediately if the employee is suffering from fatigue due to lack of sufficient rest or sleep, and comply with Presbyterian Support's instructions to manage this risk;
  - (vii) participate in any health monitoring activities required by Presbyterian Support, as part of its ongoing health and safety policies and procedures. This may include testing for use of drugs and/or alcohol in the workplace, in accordance with Presbyterian Support's policies and procedures, and any other similar health surveillance activities adopted by Presbyterian Support to monitor and protect the health and safety of workers;
  - (viii) be familiar with all emergency procedures adopted by Presbyterian Support and follow those procedures;

- (ix) wear all protective clothing and equipment issued by Presbyterian Support as required and safely perform the duties of the employee's position;
- (x) only operate plant or equipment the employee is trained or authorised to use;
- (xi) participate in the Presbyterian Support's health and safety management system to help maintain a safe workplace; and
- (xii) undertake alternative duties as are available and within the employee's capability, as Presbyterian Support directs where the employee is suffering from any illness or injury impacting their ability to perform the duties of their position.
- (xiii) take reasonable care not to endanger their own or others wellbeing; and
- (xiv) participate in discussions with the employer, unions and others on matters concerning the safety and health of employees, contractors, residents and visitors.

32.5 Employees must not during the employment relationship, be employed by anyone else or directly or indirectly engaged or interested in any other activity, where the employment, engagement or interest creates a conflict of interest with their role including in terms of the protection of the Employer's confidential information or reputation, or in terms of workplace health and safety.

### **33.0 INCIDENT AND INJURY REPORTING**

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

a) Procedure

The employee is required to report in writing to Presbyterian Support all 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 incident/accident.
- (ii) the activity in which the employee was engaged at the time the incident/accident occurred.
- (iii) the general nature of any injury suffered by the employee.
- (iv) the names of other people in the vicinity of the incident/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.

### **34.0 HARASSMENT**

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

### **35.0 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 or serious misconduct or otherwise) the employee will:

- (i) have a right to representation; and
- (ii) be advised of that right; and



- (iii) be advised of the nature of the perceived misconduct or poor performance; and
- (iv) be provided with all the information that the employer is considering in relation to the matter under investigation; and
- (v) have the opportunity to explain; and
- (vi) have any explanation properly considered before Presbyterian Support decides what action, if any, is to be taken.

b) **Serious Misconduct**

Misconduct and serious misconduct may justify disciplinary action.

Serious misconduct may justify termination without notice. Examples of behaviour which may amount to serious misconduct include:

- i. Serious breaches of work rules or policies.
- ii. Refusal to carry out reasonable and lawful work instructions.
- iii. Falsifying information including timesheets, leave requests or any other records.
- iv. Being at work having consumed or used alcohol or prohibited drugs or under the influence of alcohol or prohibited drugs, or bringing alcohol or prohibited drugs to work without approval.
- v. Unauthorised possession and/or use of our property or information, including any of our documents or electronic data, or the property or information of our clients or of any other employee.
- vi. Failure to declare any conflict of interest or potential conflict of interest.
- vii. Unauthorised access to or interference with our computer systems including by non-accidental deletion, alteration, copying or damage.
- viii. Failure to observe health and safety rules or procedures including failure to use safety equipment or clothing provided by us.
- ix. Unlawful or unauthorised removal, possession, or misappropriation of money or property, or damage to property.
- x. Leaving the workplace during working hours or failing to report to the assigned workplace without consent.
- xi. Sleeping at work.
- xii. Using offensive, aggressive, belittling or threatening language or behaviour at the place of work.
- xiii. Fighting, physical abuse or assault.
- xiv. Failure to immediately inform us regarding any material change in an employees circumstances which could impact the employment relationship, including notification of any pending criminal charges or of any issue under investigation by any professional body that you belong to.
- xv. Failure to meet dress, personal hygiene and grooming standards as outlined in our policy.

- xvi. Misrepresentation of, or any action that undermines (or has the potential to undermine) us or our relationships with our clients, or brings (or has the potential to bring) us into disrepute.
- xvii. Any form of harassment, coercion, discrimination or exploitation, including sexual and racial harassment.
- xviii. Smoking or vaping anywhere other than designated areas.
- xix. Failure to hold or maintain relevant memberships, qualifications and/or licences as necessary to the employment relationship.
- xx. Any crime, offence or dishonest act that (in our view) impacts the employment relationship.

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 where appropriate, including:
  - a. while the investigation takes place;
  - b. where either party wishes to obtain legal advice;
  - c. the employee may pose a risk to the employer's business including the health and safety of the employee or others, or the employer's property or reputation;
- (iii) may suspend the employee without pay where the employer's investigation into any matter relating to the employee is delayed for any reason including as a result of police inquiry, investigation or prosecution, or any order made by a judicial body
- (iii) will advise the employee, prior to seeking the employee's explanation, that, if the alleged serious misconduct is found to be proven, the employee may be dismissed with or without notice;
- (iv) will make the results of any investigation available to the employee;
- (v) will provide the employee with a reasonable opportunity to consider those results; and
- (vi) may dismiss the employee with or without notice or take action that falls short of dismissal.

c) The general principles set out in 35.0 a) still apply.

d) **Cases of poor performance**

In such cases Presbyterian Support will:

- (i) Inform the employee in writing of the performance standards or behaviours that are required;
- (ii) Provide the employee with a reasonable period of time and opportunity to achieve those standards or behaviours; and

- (iii) Provide the employee with whatever assistance is reasonable to achieve those standards or behaviours; and
- (iv) Inform the employee of the possible consequences if the standards or behaviours are not achieved.

The general principles set out in 35.0 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 35.0 (c) (iv), the employee has been earlier advised that dismissal is a possible consequence of the required standards not being achieved.

e) **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 may 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.

f) **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 disciplinary meetings 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.
- g) 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.

## **36.0 TERMINATION - GENERAL**

- a) Other than in the case of Casual employees (as defined in clause 9.2.3) either the employee or Presbyterian Support may terminate the employment by giving the other four weeks' notice in writing. In circumstances where an employee needs to be released from their Agreement, effort will be made to accommodate the employee's request. Any agreement will be in writing.
- b) Payment may be made in lieu of notice at the employer's sole discretion, and/or the employer may require the employee to remain away on "garden leave" for some or all of the notice period at its sole discretion. Where two weeks' notice or less is given then one weeks wages may be forfeited.
- c) Dismissal without notice or payment may occur in the case of serious misconduct.
- d) **Abandonment of Employment** – where an employee is absent from work for a continuous period exceeding three days without the consent of Presbyterian Support or without good cause, they shall be deemed to have terminated their employment without notice.
- e) Upon termination of employment Presbyterian Support, on request, shall provide the employee with a certificate of service stating dates and the capacity(ies) of the employment.

- f) 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.
- g) 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.
- h) In the event the employer and employee are unable to agree on a registered medical practitioner then the employer may nominate 2 or 3 medical practitioners from which the employee shall select one to attend.

## **37.0 REDUNDANCY**

- 37.1 In the event of Presbyterian Support declaring any employee(s) redundant, employees other than Casual 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.
- 37.2 The employee shall be obliged to work out the notice period except where they obtain alternative employment that would require a commencement date earlier than the expiry of the notice period, and 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.
- 37.3 Whereby 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.

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

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

37.6 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.

37.7 "*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.

37.8 In accordance with Part 6A of the Employment Relations Act 2000, where the employer sells, transfers, contracts out or reorganises all or any part of its business (**restructuring**) and an affected employee provides 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.

37.9 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.

37.10 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 36.3.

37.11 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. Ultimately the decision rests with the person acquiring the business; and
- (iii) Whether the proposed new employer wants to offer employment to the employee, the employer will endeavour to ensure that the offer and details of the transfer process are communicated to the employee within a reasonable timeframe.
- (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, or is not offered employment, 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 37.3.

37.12 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.

## **38.0 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

- 38.1 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.
- 38.2 If an employee wishes to raise a personal grievance for sexual harassment, they must raise the grievance with the employer within 12 months of the date of the action alleged to amount to a personal grievance occurring or coming to the employees notice, whichever is the later.
- 38.3 If an employee wishes to raise any other 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.
- 38.4 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.
- 38.5 The parties are entitled to seek advice and assistance from a chosen representative in raising and/or discussing any employment relationship problem.
- 38.6 If an employee wishes to raise an employment relationship problem with the employer 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.
- 38.7 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.
- 38.8 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.
- 38.9 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.



## 39.0 SIGNATORY PARTIES

### EMPLOYER

Presbyterian Support (South Canterbury) Chief Executive

*E. Coe*

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

Beth Strickland, Organiser *B Strickland*

Signed for and on behalf of  
E TŪ INCORPORATED by:

*Hema Hall*

DATED AT Timaru THIS 5 DAY OF November 2024

### **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 the full amount of a practising certificate 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 as a registered nurse or enrolled nurse with Presbyterian Support and Presbyterian Support is the primary place of employment
  - (ii) 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.

4. **ALLOWANCES**

- |     |  |   |
|-----|--|---|
| a)  | Split Shift<br>(Clause 14.1)   | \$8.50 per shift/duty   |
| b)  | Night Shift<br>except RN's & EN's<br>For RN's & EN's<br>(Clause 14.2)  | \$3.00 for each hour worked<br><br>T1.25 for all hours worked.                      |
| c)  | Meal Allowance<br>(Clause 14.6)  | \$8.50 per meal   |
| d)  | Facility Duty Leader<br>(Clause 14.8)  | \$3.00 per hour<br>\$5.00 per hour from 5pm to 11pm<br>Monday to Friday for RNs/ENs |
| e)  | On-Call Allowance<br>(Clause 14.5)<br>Or   | \$10.00 an hour<br><br>\$12.00 an hour on public holidays                           |
| f)  | Saturday & Sunday Duty Allowance<br>except RNs and ENs   | \$3.50 for each hour or part<br>thereof worked                                      |
| g)  | For RN's & EN's<br>(Clause 14.3)   | T1.25 for all hours worked.   |
| h)  | Short Notice Allowance<br>(Clause 14.7)  | \$12.00 per day   |
| i)  | A service allowance of \$1 per hour for any First/Supervising Cook/Cook/service worker, who is a union member, that has completed 30 years of service. This allowance will be captured as person to holder agreement for anyone whom this is applicable to, as at 30th September 2020. |   |
| (i) | Margaret Wilson Registered Nurses employed prior to 1 <sup>st</sup> October 2022 will continue with their current duty allowance arrangement. New RNs from 1 <sup>st</sup> October 2022 will be paid as per allowances in the Collective Agreement.                                    |   |

## 5. WAGES

### Presbyterian Support South Canterbury Hourly Rates Schedule for the Following Worker Categories

Rates from 1<sup>st</sup> October 2024

#### REGISTERED NURSE

Step 1	\$37.20
Step 2	\$39.35
Step 3	\$41.42
Step 4	\$45.73
Step 5	\$47.62

#### ENROLLED NURSE/NURSE ASSISTANT SCALE

Step 1	\$35.72
Step 2	\$36.83
Step 3	\$37.94

#### FIRST / SUPERVISING COOK

Step 1	\$26.00
Step 2	\$26.33
Step 3	\$27.69

#### COOKS

Step 1	\$26.00
Step 2	\$26.67

#### SERVICE WORKER

Step 1	\$26.00
Step 2	\$26.67

Progression through the relevant scale for employees in Presbyterian Support shall be subject to the employee's level of performance and to qualifications and experience.

## Care Workers & Activity Coordinators

<b>Worker's level of qualification</b>	<b>1 October 2024</b>
No relevant qualification	\$25.86
Level 2 qualification	\$27.19
Level 3 qualification	\$29.33
Level 4 qualification	\$31.57

  

<b>Worker's length of service with employer</b>	<b>1 October 2023</b>
Less than 3 years	\$25.86
3 years or more but less than 8 years	\$27.19
8 years or more but less than 12 years	\$29.33
12 years or more, if subclause (2) applies*	\$31.19
12 years or more, if subclause (2) does not apply	\$31.57

\* This sub clause applies to a careworker if—

- (a) the worker commenced employment with the employer on or after 1 July 2005; and
- (b) the worker has not attained a level 4 qualification; and
- (c) the workers employer has provided the support necessary for the worker to attain a level 4 qualification.

## 6. QUALIFICATIONS AND TRAINING

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

The Employer will take reasonably practicable steps to ensure that an Employee is able to attain:

- a level 2 qualification within the first 12 months of the Employee's continuous employment with the Employer; and
- a level 3 qualification within the first 24 months of the Employee's continuous employment with the Employer; and
- a level 4 qualification within the first 36 months of the Employee's continuous employment with the Employer.

The qualifications described above refer to Level 2-4 New Zealand Certificate in Health and Wellbeing issued by NZQA. Alternatively, a qualification (whether from New Zealand or overseas) that is recognised by the relevant industry training organisation (within the meaning of that term in section 2 of the Industry Training and Apprenticeships Act 1992) as being equivalent to the relevant qualification described above may also be acceptable for these

purposes. In these circumstances, the employee and employer will review any alternative qualification to determine whether it applies.

If an Employee is not able to attain a qualification within the time required as above, the Employer will meet its obligations under the **Care and Support Workers (Pay Equity) Settlement Act 2017**.

Employer Support for training includes but is not limited to: paying for registration and course fees.

Provide without charge to the employee, training support in the form of access to an assessor and paid time for workbooks to be completed which includes a maximum of two days paid each year.

Computer and literacy support training including access to a computer where required.

Maintaining a training record for every care and support worker in their employment.

#### **b. Support for Training**

Kitchen assistants, Cleaners, Laundry Workers, Cooks, and Administrator Support workers will receive the following support for undertaking qualifications:

- i) The employer will take reasonably practicable steps to ensure that an employee who is not a Casual employee is provided with the opportunity to attain a Level 2 NZQA qualification within the first 12 months of their employment with the employer and a Level 3 NZQA qualification within the first 2 years of the employee's continuous employment with the employer.
- ii) The employer may pay for the cost of the employee obtaining the approved relevant qualifications for their role, access to literacy support as required, access to peer support or an assessor as required.