

**ENLIVEN PRESBYTERIAN
SUPPORT CENTRAL
RESIDENTIAL EMPLOYEES
COLLECTIVE EMPLOYMENT
AGREEMENT**

4 December 2020 - 30 June 2021

Contents

1.	Parties.....	4
2.	Coverage	4
3.	Term	4
4.	Variation to agreement.....	5
5.	General duties	5
6.	Definitions and classifications	5
7.	Treaty of Waitangi.....	5
8.	Equal employment opportunity.....	6
9.	Harassment and bullying.....	6
10.	New employees.....	6
11.	Hours of work	6
12.	Additional hours and overtime	7
13.	On call work.....	8
14.	Meal and rest breaks	8
15.	Timekeeping.....	9
16.	Wages	10
17.	Professional development (PDRP) – registered and enrolled nurses.....	15
18.	Allowances	15
19.	Higher duties	16
20.	Reimbursement of cost of practicing certificate	16
21.	Payment of wages	17
22.	Uniforms.....	17
23.	Annual leave.....	17
24.	Long service leave	18
25.	Public holidays	18
26.	Sick leave	20
27.	Medical examination and return to work plans	20
28.	Bereavement / Tangihanga leave.....	21
29.	Parental leave	21
30.	Jury service	21
31.	Training and study leave	22
32.	Health and Safety.....	23
33.	Confidentiality and privacy.....	23
34.	Termination of employment.....	23
35.	Management of change.....	24
36.	Redundancy	24
37.	Employee protection provision	25
38.	Suspension.....	25
39.	Abandonment of employment.....	26
40.	Property.....	26
41.	Policies and procedures	26
42.	Employment relationship problems	26
43.	Union fees	26
44.	Union access.....	26
45.	Union meetings	27

46.	Employment relations education leave	27
47.	Union delegates	27
48.	Site meetings.....	28
49.	Amenities.....	28
50.	Domestic/family violence support	28
	SIGNATORIES.....	29
	First Schedule	30

1. Parties

The parties to this collective employment agreement are:

Presbyterian Support Central (“the employer” or “PSC”); and

E tū Inc.; and

New Zealand Nurses Organisation (“the union” or “the unions”).

2. Coverage

2.1 This collective agreement shall cover employees employed by the employer in the employer’s residential facilities in the position of:

- Registered nurse
- Enrolled nurse
- Health care assistant
- Recreation coordinator/activities coordinator
- Weekend cook
- Kitchen hand
- Cleaner
- Laundry worker
- Receptionist
- Administrator
- Maintenance employee
- Gardener

Employees who are employed by the employer as bureau employees are only covered by this collective agreement when they are employed to work in one of the employer’s residential facilities in one of the positions specified above.

2.2 This collective agreement shall not cover employees employed outside of the employer’s residential facilities. It does not apply to employees employed as managers, care managers, clinical coordinators, physiotherapists, occupational therapists, chaplains, pastoral carers, food services team leaders or clinical nurse managers. This collective agreement shall not cover other employees of the employer not specified in clause 2.1.

2.3 Transition to collective agreement:

This agreement replaces all of an employee’s previous terms and conditions of employment.

3. Term

This agreement shall commence on 4 December 2020 and shall expire on 30 June 2021.

4. Variation to agreement

The terms of this agreement may be varied by written agreement between the unions and the employer. Any variation will be subject to the union members' ratification.

Where a proposed change only affects some of the members (e.g. a change which will only apply to one facility) only those potentially affected shall vote to ratify the change using the appropriate union ratification procedure. Where agreement on a variation is reached between the parties the variation will be set out in writing and attached to this CEA.

5. General duties

5.1 PSC will meet all obligations it has to its employees including the obligation to be a fair and reasonable employer, subject always to the terms of this agreement.

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

6. Definitions and classifications

6.1 A "full time employee" is a permanent employee employed to work for 40 hours per week.

6.2 A "part time employee" is a permanent employee employed to work for less than 40 hours per week.

6.3 A "casual employee" is an employee who is employed to work on an as and when required basis.

6.4 A "temporary employee" is an employee who is employed to work on a temporary or fixed term basis, for a specified period of time or to cover a specific event or project.

6.5 For the purposes of this agreement, a "week" in the case of day employees shall mean the seven days from midnight Sunday/Monday to midnight Sunday/Monday covered by the pay week.

6.6 For the purposes of this agreement, a "week" in the case of night employees shall mean the seven days from midday Monday to midday Monday.

7. Treaty of Waitangi

The parties to this agreement recognise and support the principles of the Treaty of Waitangi and acknowledge the benefits of mechanisms that enable Maori to contribute to decision making on, and to participate in the delivery of, the services provided.

8. Equal employment opportunity

Presbyterian Support Central is committed to the principles of equal employment opportunity. Terms and conditions will be implemented on that basis.

The parties recognise that discrimination is unlawful and that people are entitled to equality of opportunity in the workplace, regardless of disability, age, marital status, sex, religious or ethical belief, ethnic or national origin, colour, race, sexual orientation, political opinion, family status or employment status.

9. Harassment and bullying

Bullying, and harassment of any form, including sexual and racial harassment, are totally unacceptable in the workplace. PSC has policies and procedures about bullying and harassment. An employee who feels they have been subjected to unacceptable behaviour may lay a formal complaint or explore informal options to resolve the issue.

10. New employees

The employer will provide new employees who fall within the coverage clause of this agreement with information about the unions and the name(s) of the delegate(s) on site. The information to be provided will be supplied by the union and included in orientation packs by the employer. New employees may discuss union membership with a union delegate as part of their induction process.

11. Hours of work

11.1 All employees other than casuals will have a guaranteed number of hours of work per fortnight, which will be recorded in an individual agreement for each employee.

Hours of work shall be determined by the employer in accordance with the following rostering principles:

- (a) The health and safety of employees shall be paramount in setting rosters.
- (b) The number of hours an employee works in a fortnight is as agreed between the employer and employee, and may change by mutual agreement.
- (c) The timing of the hours and days of work shall be subject to roster.
- (d) An employee's normal hours worked shall not exceed 40 per week, although employees who are paid for meal breaks may be paid for more than 40 hours per week.
- (e) A sixth day may be worked only by agreement between the employee and employer.
- (f) No employee shall work more than 12 days in a fortnight other than in the case of an emergency.
- (g) Wherever practicable, rostered days off will be consecutive.

- (h) An employee shall not be rostered to work more than six days consecutively.
- (i) Ordinary hours shall not exceed 12 per day except where, in an emergency situation, an employee agrees to do a double shift.
- (j) Rostered and rotating shifts shall apply to most positions covered by this agreement and may include a variety of shifts (morning, afternoon, night) and on a variety of days of the week.
- (k) Weekend work shall apply.
- (l) Once the roster has been posted in final form at least a fortnight prior to the roster commencing, no changes shall be made to the roster except by agreement between the employer and employee, or in the case of an emergency situation.
- (m) Hours of work will normally be continuous and broken shifts will not be regularly rostered. An employee may do a broken shift from time to time due to additional cover being required but this shall not be a normal feature of rostering.
- (n) At least nine hours off shall be allowed between rostered shifts.
- (o) Part time and casual employees will be employed for a minimum of two hours per shift, except in the case of attendance at compulsory training and staff meetings where a one hour minimum shall apply (see clause 31.1).

11.2 Where an employee and the employer agree, an employee may work up to 12 hour shifts at ordinary rates, provided the employee's guaranteed hours do not exceed 80 hours in a fortnight.

12. Additional hours and overtime

12.1 Employees may have the opportunity to volunteer for additional hours when available due to the absence of other employees. Additional hours are not compulsory and may be declined.

12.2 Overtime rates shall be paid where the employee has worked in excess of:

- Eight hours on a day (or 12 hours when clause 11.2 applies); **OR**
- 40 ordinary hours in a week; **OR**
- Five days in a week (except in the case of casual employees).

Where an employee has worked overtime hours earlier in the week, those overtime hours are not counted in the calculation of the 40 ordinary hours per week.

Time spent on jury service is counted as time worked, but all other forms of leave or absence, including annual leave, sick leave, bereavement leave, alternative holidays, unpaid leave, parental leave, Employment Relations Education Leave and the like are not counted as days worked.

Overtime shall be paid at time and a half for the first three hours of overtime on the day, and at the rate of double time thereafter for any further overtime hours on that day. Overtime is calculated on a daily basis.

Overtime is not payable when the additional hours arise out of an arrangement made between individual workers (e.g. shift swap). All shift swaps are subject to the employer's approval.

- 12.3 Where additional hours are available, they shall first be offered to part time employees who have the appropriate skills and who are not rostered to work 80 hours in the fortnight in question, provided that the additional hours do not incur overtime costs, would not breach the rostering principles outlined in 11.1, and provided that the hours will not cause health and safety concerns. This provision does not require the manager to wait for unanswered calls to be returned before utilising casual employees.
- 12.4 Full time employees who have the appropriate skills will be offered additional hours where part time or casual employees are not available, provided that the additional hours would not breach the rostering principles outlined in 11.1, and provided that the hours will not cause health and safety concerns. This provision does not require the manager to wait for unanswered calls to be returned.

Agency staff are generally regarded as the last resort by the employer for coverage of a single available shift, due to the high level of cost and lack of continuity of care.

- 12.5 Training and staff meetings are always paid at ordinary time rate and shall not be paid at overtime rates or be counted as hours worked for the purpose of calculating overtime. Attendance at training or a staff meeting shall not result in an entitlement to the no nine hour break allowance or to a split shift allowance.

13. On call work

A permanent registered nurse employed in a rest home only facility may be required to be on call to be available for work during the time there are no registered nurses on site, should an issue arise where their expertise is required on site. An employee on call will be paid an allowance to compensate them for making themselves available.

14. Meal and rest breaks

- 14.1 Employees shall be entitled to the following breaks per working day:
- (i) If an employee's work period is two hours or more but not more than four hours, the employee is entitled to one ten minute paid rest break.
 - (ii) If an employee's work period is more than four hours but not more than six hours the employee is entitled to:
 - (a) One ten minute paid rest break and
 - (b) One thirty minute meal break

- (iii) If an employee's work period is more than six hours but not more than eight hours, the employee is entitled to:
 - (a) Two ten minute paid rest breaks, and
 - (b) One thirty minute meal break.

- (iv) If an employee's work period is more than eight hours the employee is entitled to:
 - (a) Two ten minute paid rest breaks, and
 - (b) One thirty minute meal break; and
 - (c) additional break(s) as set out above for the time worked over eight hours, as if the employee's shift had started again at the eight hours point.

Example: employee is rostered to work 10 hours

The employee gets two ten minute paid rest breaks and one thirty minute meal break for the first eight hours of work.

The employee is scheduled to work 2 more hours, so they get a further ten minute paid rest break

Total entitlement: three ten minute paid rest breaks and one thirty minute meal break

- 14.2 Breaks are to be taken at rostered times or as directed by the employee's manager or supervisor.

- 14.3 Where an employee is required to remain on the premises, and to be available in the case of an emergency, the employee shall be paid for their meal break and provided with a free meal. In all other cases, meal breaks are unpaid.

- 14.4 Where an employee has to interrupt their meal break due to work requirements, the employee shall be entitled to the remainder of the break later during the shift.

15. Timekeeping

- 15.1 The employer has time recording systems to ensure employees' hours are accurately recorded; such systems shall be used by all rostered employees. This may include the use of electronic systems.

- 15.2 Where an employee is going to be late or absent from work, the employee shall notify their manager or supervisor as soon as practicable and before the commencement of their shift.

16. Wages

16.1 Rates of wages for registered nursing, service and administration staff

The following shall be the hourly rates of pay for all hours worked:

Registered nurse

Step	From 24.1.20	From 24.1.21	
1 *	25.49	27.80	*FYOP or CAP while supernumerary only
2	28.83	29.27	
3	30.68	31.14	
4	32.19	32.68	
5	33.54	34.38	
6	34.51	36.37	
7	36.60	37.52	

Appointment to and progression through the scale:

Employees will commence on step 1 of the scale if they are supernumerary; they will progress to step 2 when they cease to be supernumerary. The commencement step for non supernumerary staff is step 2.

Employees shall have their performance reviewed following the completion of 12 calendar months since their last review. Except in the case of progression from step 1 to step 2, employees shall not proceed to the next step until they have completed 12 months at the current step. If the employee receives a satisfactory performance appraisal and has met all mandatory training requirements, the employee shall progress to the next step on the scale, commencing from the date the employee qualified for their review.

Enrolled nurse

Step	From 24.1.20	From 24.1.21	
<u>1*</u>	25.18	25.56	*FYOP only
<u>2</u>	26.01	27.40	
<u>3</u>	26.52	28.35	
<u>4</u>	26.78	29.00	

Progression through the scale:

Employees shall have their performance reviewed following the completion of 12 calendar months since their last review. A new employee shall receive their first review after the completion of 12 calendar months. If the employee receives a satisfactory performance appraisal and has met all mandatory training requirements, the employee shall progress to the next step on the scale, commencing from the date the employee qualified for their review.

Weekend cook

“Weekend cook” means the employee designated to supervise the work of the kitchen in addition to kitchen responsibilities at the weekend or when the Food Services Team Leader is unavailable. Only one weekend cook shall be appointed in a facility.

	From 1.4.20	From 24.1.21
1	19.70	20.80
2	20.00	21.10
3	20.50	21.60

Progression through the scale:

Step 1 – commencement

Step 2- after 1 year of service at step 1, provided the employee receives a satisfactory performance appraisal and has met all mandatory training requirements.

Step 3 – after 1 year of service at step 2, provided the employee receives a satisfactory performance appraisal and has met all mandatory training requirements.

Kitchen hand

“Kitchen hand” shall mean the employee assists with food preparation, prepares snacks, makes or assembles some components of snacks or meals such as cakes, sauces etc, and cleans the kitchen, but does not have the responsibility of planning and cooking full meals.

	From 1.4.20	From 24.1.21
1	19.00	20.20
2	19.10	20.40
3	19.50	20.60
4	19.70	20.80

Progression through the scale:

Step 1 – commencement

Step 2 - on completion of the kitchen Enliven orientation

Step 3 – after 1 year of service at step 2, provided the employee receives a satisfactory performance appraisal and has met all mandatory training requirements

Step 4 – on completion of both New Zealand Certificate in Catering Services level 3 **and** the integrated kitchen Enliven orientation (where an employee commences employment with level 3, they shall move to step 4 on signed off satisfactory completion of the Enliven orientation)

Note: an employee who completes the required qualifications for step 2 shall move directly to step 2; an employee who completes the required qualifications for step 4 shall move directly to step 4, regardless of the step they are currently on. An employee shall only move to steps 2 and 4 on attaining the specified qualifications, and shall not progress beyond a qualification step without the specified qualifications.

Senior housekeeper

“Senior housekeeper” means an employee designated to orientate new cleaning and laundry staff, oversee training compliance and take responsibility for infection control and the environment at the home. A maximum of one senior housekeeper shall be appointed in a facility.

	From 1.4.20	From 24.1.21
1	19.70	20.80
2	20.00	21.10
3	20.50	21.60

Progression through the scale:

Step 1 – commencement

Step 2 - after 1 year of service at step 1, provided the employee receives a satisfactory performance appraisal and has met all mandatory training requirements.

Step 3 – after 1 year of service at step 2, provided the employee receives a satisfactory performance appraisal and has met all mandatory training requirements.

Cleaner

	From 1.4.20	From 24.1.21
1	19.00	20.20
2	19.10	20.40
3	19.50	20.60
4	19.70	20.80

Progression through the scale:

Step 1 - commencement

Step 2 – on completion of both New Zealand Certificate in Cleaning (level 2) **and** the integrated cleaner Enliven orientation (where an employee commences employment with level 2, they shall move to step 2 on signed off satisfactory completion of the Enliven orientation)

Step 3 – after 1 year of service at step 2 provided the employee receives a satisfactory performance appraisal and has met all mandatory training requirements

Step 4 – on completion of both New Zealand Certificate in Cleaning level 3 **and** the integrated cleaner Enliven orientation (where an employee commences employment with level 3, they shall move to step 4 on signed off satisfactory completion of the Enliven orientation)

Note: an employee who completes the required qualifications for step 2 shall move directly to step 2; an employee who completes the required qualifications for step 4 shall move directly to step 4, regardless of the step they are currently on. An employee shall only move to steps 2 and 4 on attaining the specified qualification, and shall not progress beyond a qualification step without the specified qualification.

Laundry worker

	From 1.4.20	From 24.1.21
1	19.00	20.20
2	19.10	20.40
3	19.50	20.60
4	19.70	20.80

Progression through the scale:

Step 1 - commencement

Step 2 – on completion of both New Zealand Certificate in Laundry Services (level 2) **and** the integrated laundry Enliven orientation (where an employee commences employment with level 2, they shall move to step 2 on signed off satisfactory completion of the Enliven orientation)

Step 3 – after 1 year of service at step 2 provided the employee receives a satisfactory performance appraisal and has met all mandatory training requirements

Step 4 – after 1 year of service at step 3 provided the employee receives a satisfactory performance appraisal and has met all mandatory training requirements

Note: an employee who completes the required qualifications for step 2 shall move directly to step 2. An employee shall only move to step 2 on attaining the specified qualification, and shall not progress beyond the qualification step without the specified qualification.

Receptionist

	From 1.1.20	From 24.1.21
1	19.38	20.50
2	20.91	21.33
3	21.93	22.37

Progression through the scale:

Employees shall have their performance reviewed following the completion of 12 calendar months since their last review. A new employee shall receive their first review after the completion of 12 calendar months. If the employee receives a satisfactory performance appraisal, the employee shall progress to the next step on the scale, commencing from the date the employee qualified for their review.

Administrator

	From 1.1.20	From 24.1.21
1	22.95	23.41
2	24.48	24.97

Progression through the scale:

Employees shall have their performance reviewed following the completion of 12 calendar months since their last review. A new employee shall receive their first review after the completion of 12 calendar months. If the employee receives a satisfactory performance appraisal, the employee shall progress to the next step on the scale, commencing from the date the employee qualified for their review.

16.2 Rates of wages for health care assistants and recreation officers

The following shall be the minimum hourly rates of pay and progression for care and support employees (Health Care Assistants and Recreation Officers) **employed after 1 July 2017:**

QUALIFICATION	From 1 July 2018	From 1 July 2019	From 1 July 2021
No qualification	\$19.80	\$20.50	\$21.50
Level 2 *	\$21.00	\$21.50	\$23.00
Level 3 *	\$22.50	\$23.00	\$25.00
Level 4 *	\$24.50	\$25.50	\$27.00

Care and support employees (Health Care Assistants and Recreation Officers) **who commenced employment with PSC Enliven prior to 1 July 2017** shall **progress** on the following basis:

	Rates effective from 1 July 2018	Rates effective from 1 July 2019	Rates effective from 1 July 2021
No qualification and less than 3 years service	\$19.80	\$20.50	\$21.50
On attaining Level 2 *	\$21.00	\$21.50	\$23.00
On attaining 3 years service or more	\$21.00	\$21.50	\$23.00
On attaining Level 3 *	\$22.50	\$23.00	\$25.00
On attaining 8 years service or more	\$22.50	\$23.00	\$25.00
On attaining 12 years service or more	\$23.50	\$24.50	\$26.00
On attaining Level 4 *	\$24.50	\$25.50	\$27.00

- “Level 2” means Level 2 Health and Wellbeing Certificate or equivalent as defined by Careerforce.
- “Level 3” means Level 3 Health and Wellbeing Certificate or equivalent as defined by Careerforce.
- “Level 4” means Level 4 Health and Wellbeing Certificate or equivalent as defined by Careerforce.

Progression due to achieving a qualification shall take place when the employee notifies the employer of the qualification or the date on the employee’s certificate, whichever is the later.

17. Professional development (PDRP) – registered and enrolled nurses

17.1 When a nurse successfully achieves one of the following levels on the PSC Enliven PDRP, the nurse shall receive a one-off payment as follows. These payments are pro rated in the case of part time employees according to the number of hours the nurse is employed to work.

Achievement:	One off payment:
RN Expert	\$6,000 gross
RN Proficient	\$4,000 gross
EN Accomplished	\$6,000 gross
EN Proficient	\$4,000 gross

17.2 The PSC Enliven PDRP achievement of level is valid for three years. Where a nurse reapplies for and successfully re-achieves the level at or after the end of that period, the employee shall be entitled to a one off payment as specified above.

18. Allowances

18.1 Night work

Where an employee is rostered to work night shift and their whole shift will fall within the hours of 9.00 p.m. and 8.00 a.m. the following day, night duty allowance of \$11.20 for the shift shall be paid.

18.2 Weekend work

Where an employee is rostered to work a shift in the weekend, weekend allowance of \$1.22 shall be paid for each hour worked between midnight Friday/Saturday and midnight Sunday/Monday.

18.3 On call

Where an employee is required to be available for work during off duty times, the employee will be paid an allowance of \$20.00 for a day on call.

18.4 No nine hour break

Where an employee does not get a nine hour break between rostered shifts on successive days, and the employee is not being paid overtime for hours that have resulted in the employee not receiving a nine hour break, an allowance of \$50.00 shall be paid. This allowance does not apply where the employee has not had a nine hour break solely due to training or a staff meeting. The no nine hour break allowance is not payable where the employee has been paid overtime rates for the hours that resulted in the employee not receiving a nine hour break.

18.5 Registered Nurse Shift Coordinator

Where a registered nurse is designated and required to coordinate the shift in a home, in the absence of the manager, clinical coordinator and clinical nurse manager, the nurse shall be paid an allowance of \$0.90 per hour so employed. This allowance is only payable to one employee at any one time on the site.

18.6 Coordination of rest home

Where an enrolled nurse or a health care assistant is designated to be the shift coordinator for a shift in a rest home, in the absence of the manager, clinical coordinator, clinical nurse manager and registered nurses, the health care assistant so designated shall be paid an allowance of \$0.75 per hour so employed. This allowance is only payable to one employee at any one time on the site.

This allowance only applies at the following sites:

- Kandahar Court
- Reevedon
- Willard
- Coombrae
- Cashmere Heights

18.7 Medicine competency

Level 2 health care assistants who have attained medicine competency who administer medicines will be paid \$5.00 a shift when doing so. This does not apply to staff for whom administering medicines is part of their role, including level 3 and 4 health care assistants, enrolled nurses and registered nurses.

19. Higher duties

An employee who is suitably qualified to do so may be required temporarily to substantially carry out the duties of a higher paid position. While so acting in the higher position, the employee will be paid at a rate not less than the minimum rate for the higher paid position set out in this agreement.

20. Reimbursement of cost of practicing certificate

Where a registered nurse or enrolled nurse who is employed as such by PSC and is required by law to hold an annual practicing certificate, the cost of obtaining the certificate shall be reimbursed by PSC on production of the receipt, provided the employee's primary employment is with PSC.

21. Payment of wages

21.1 Employees shall be paid fortnightly by direct credit to the employee's nominated bank account. Employees will be provided with advice of the calculation of their earnings and deductions made.

21.2 Subject to the provisions of this agreement, deductions may be made from the wages due to an employee for time lost through sickness, accident, absence, default or incorrect overpayment. In the case of incorrect overpayment, the employee will be consulted beforehand as to the amount and intended method of recovery, which will occur in a manner agreed between the employer and employee. Deductions arising from such circumstances occurring in one pay period may be made from subsequent pay periods.

An employee and Presbyterian Support Central may agree in writing that deductions for any purpose may be made.

21.3 On termination of employment, employees shall return all keys, uniform and other items belonging to PSC before final pay will be made. The value of any unreturned or damaged uniform or other items will be deducted from final wages. The amount deducted shall be the new value of the uniform, reduced by 1/12 for each complete month that has elapsed since time of issue to account for fair wear and tear.

21.4 On termination of employment, the employee will be paid their final pay on the next scheduled payday. Where an employee has been dismissed they may elect to be paid within two business days, provided they have returned any employer property.

21.5 If an error occurs in the calculation of the wages of an employee which results in an underpayment to that employee, the deficit shall be paid to that employee no later than two business days after the employee brings the matter to the attention of the employer, or where the underpayment is \$30.00 gross or less, by the next pay period, unless the employee requests the payment to be remedied more urgently.

22. Uniforms

22.1 Where Enliven, PSC requires employees to wear a uniform, the uniform items shall be supplied by Enliven, PSC. All items supplied remain the property of Enliven PSC and must be returned on termination of employment.

22.2 Uniforms shall be worn in accordance with the Uniform Policy and dress code.

23. Annual leave

23.1 Upon the completion of each 12 months of continuous service, employees shall be entitled to four weeks annual leave to be taken and paid in accordance with the Holidays Act. The employee will be paid for annual leave in the pay period that relates to the period during which the leave is taken.

23.2 On completion of seven years current continuous service, employees shall be entitled to five weeks annual leave instead of four.

23.3 The employer will notify the employee within seven days that their leave application has been received. Employees shall be notified whether their leave application has been approved or declined within 14 days of the employer receiving the leave form.

24. Long service leave

24.1 Employees shall be entitled to special holidays as follows:

- (i) One once-only special holiday of two weeks after the completion of 15 years and before the completion of 17 years of current continuous service with Presbyterian Support Central.
- (ii) One once-only special holiday of three weeks after the completion of 25 years and before the completion of 27 years of current continuous service with Presbyterian Support Central.
- (iii) One once-only special holiday of five weeks after the completion of 35 years and before the completion of 37 years current continuous service with Presbyterian Support Central.

24.2 Special holidays shall be paid at ordinary pay (a week's payment is calculated as the employee's normal number of hours worked per week multiplied by the employee's normal hourly rate) and may be taken in one or more periods and at such time or times as may be agreed by Presbyterian Support Central and the employee.

24.3 Both parties are responsible for ensuring the leave is taken within two years. Long service leave should be taken before annual leave.

24.4 If an employee leaves their employment before a special holiday the employee has become entitled to has been taken, the employee will be paid for the holiday.

25. Public holidays

25.1 The following are the public holidays:

- Christmas Day
- Boxing Day
- New Year's Day
- 2nd January
- Waitangi Day
- Good Friday
- Easter Monday
- Anzac Day
- Labour Day
- The birthday of the reigning Sovereign
- Anniversary Day of the Province

25.2 In the case of the Christmas and New Year holidays:

- if the public holiday falls on a Saturday or Sunday and the employee does not normally work on the weekend, the public holiday is transferred to the following Monday and/or Tuesday.
- if the public holiday falls on a Saturday or Sunday, and the employee normally works on that day, then the holiday remains at the traditional day. An employee cannot be entitled to more than four public holidays over the Christmas New Year period.

(The above is a summary of section 45 of the Holidays Act)

25.3 In the case Anzac Day and Waitangi Day holidays:

- if the public holiday falls on a Saturday or Sunday and the employee does not normally work on the weekend, the public holiday is transferred to the following Monday.
- if the public holiday falls on a Saturday or Sunday, and the employee normally works on that day, then the holiday remains at the traditional day. An employee cannot be entitled to more than one public holiday for each of Anzac Day and Waitangi Day.

(The above is a summary of section 45A of the Holidays Act)

25.4 Where a public holiday falls on an employee's ordinary working day, and the employee is not required to work on that day, the employee will be paid for the day in accordance with the Holidays Act 2003 and its amendments.

25.5 Employees may be required to work on public holidays. Where an employee is required by the employer to work on a public holiday, the employee shall be paid at the rate of one and a half times their hourly rate of pay for the time actually worked. PSC will roster so that employees are either given the day off on a public holiday, or, if required to work, work as close to, or more than, the hours they would otherwise have worked on that day. If PSC requires an employee to work less hours than the employee would otherwise have worked on the day, the employee will be paid at ordinary time rates for the balance of the hours. In addition, if the public holiday is a day that would otherwise be a working day for the employee, the employee shall receive a paid alternative holiday of one day to be taken at a later date. Alternative holidays are to be taken at a time agreed between the employer and the employee.

25.6 Employees who work on either 25 December or Good Friday will receive payment at double rates rather than time and a half rates for the hours so worked.

25.7 Permanent employees who are consistently rostered for five days per week and whose hours are worked on any day of the week depending on the stage of the roster, will receive a day's pay, when they miss out on a public holiday due to it falling on their day off due to the stage of the roster. This does not apply to employees who are not employed to work five days a week but do so at times due to working additional hours.

26. Sick leave

26.1 Employees shall receive sick leave based on the average number of shifts worked per fortnight on the following basis:

Shifts worked per fortnight	Entitlement per year
Up to five	5 days
Six	6 days
Seven	7 days
Eight	8 days
Nine or more	10 days

26.2 Employees who commenced employment prior to 16 May 2012 will continue to receive their sick leave entitlement on their anniversary date rather than on the anniversary of the six month service point.

26.3 Sick leave may be used if an employee, the employee's spouse, or a person who depends on the employee for care, is genuinely sick or injured.

26.4 Unused sick leave shall accumulate to a total of 60 days.

26.5 By agreement between the employee and the employer, an employee can take sick leave in advance during the first six months of their entitlement.

26.6 The employer shall be entitled to require an employee to produce proof of sickness or injury in accordance with the Holidays Act.

26.7 Where requested in writing by the employee and approved in writing by the employer, sick leave may be used where ACC is not paying full earnings in the event that an employee is absent due to an accident or injury.

26.8 Where an employee is unable to work due to sickness caused by a notifiable disease such as norovirus / gastrointestinal illnesses, and the illness can be proved to have originated at PSC (evidence such as a specimen may be required, and where evidence is required, PSC shall organise collection and cover any costs) PSC will provide sick leave without deduction from the employee's sick leave.

27. Medical examination and return to work plans

27.1 Where the employer has concerns about an employee's health and wellbeing, the employer may request the employee to undergo a medical examination by a registered medical practitioner nominated by the employer, at the employer's expense.

27.2 In assessing the employee's fitness for work / any support for return to full health, the employer will take into account the medical report provided as a result of the examination and any other medical reports provided.

Where the employee refuses to undertake a medical examination or provide a full medical report, the employer will make their decision(s) based on the information available.

- 27.3 Employees who have been absent from work due to injury or illness shall cooperate with a return to work plan implemented with input from an external registered health professional(s) relevant to each case. The employee may elect to involve their union representative.

28. Bereavement / Tangihanga leave

- 28.1 Upon the death of an employee's spouse or partner, parent, child, brother, sister, parent-in-law, grandparent, step parent, step child, step brother, step sister or grandchild, paid bereavement/Tangihanga leave of up to three days may be granted.
- 28.2 Additional bereavement/Tangihanga leave, with or without pay, may be granted at the employer's discretion. This may include up to two days paid leave at the employer's sole discretion. Consent will not be unreasonably withheld. This may be used to attend Hurahanga Kohatu/unveiling.
- 28.3 Where the employer accepts that an employee has suffered bereavement through the death of another person, paid bereavement leave of up to one day may be granted.
- 28.4 The employer shall be entitled to require an employee to produce evidence to support a request for bereavement leave where the employer is concerned about the possibility of misuse of leave.

29. Parental leave

Parental leave shall be granted in accordance with the Parental Leave and Employment Protection Act 1987 and subsequent amendments.

Details of paid parental leave entitlements can be accessed through the Ministry of Business Innovation and Employment or the Inland Revenue Department.

30. Jury service

Where an employee is required to do jury service, the difference between the fees (excluding reimbursement payments) paid by the Court and the employee's ordinary pay shall be made up by the employer providing:

- The employee produces the Court expenses voucher to the employer; and
- The employee returns to work immediately upon completion of each day's service or any day the employee is not actually serving on a jury; and
- The employee provides the jury service summons to the employer as soon as possible.

An employee who wants to receive their usual wages payment from the employer must authorise deduction from their pay in writing and provide

evidence of the jury service payment so that the employer can deduct the jury service fees from the employee's wages.

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

31. Training and study leave

- 31.1 Where the employer provides compulsory training, employees are required to attend such training and will be paid at their ordinary rate of pay for their attendance. A minimum payment of one hour shall apply.
- 31.2 In the case of a permanent night shift employee, the employee may be rostered for up to five days onto morning, afternoon or day shifts to enable the employee to complete compulsory training. The employee shall be given at least one month's notice of this requirement and shall continue to receive their night shift allowance while off night shift solely for the purpose of completing training.
- 31.3 Employees who are required to attain the dementia module because they have been employed to work in the dementia unit shall be paid at ordinary rates for their attendance at training sessions.
- 31.4 Employees who are employed in the positions of health care assistant, kitchen hand, cleaner and laundry worker shall be registered with NZQA and started on level 2 certificate within 12 weeks of commencement of employment, if they do not already hold level 2 certificate. The attainment of level 2 certificate is a requirement of all health care assistants, recreation officers, cleaners and laundry workers. While studying for level 2 and level 3, such employees will be entitled to study leave of up to 12 hours in the case of level 2, and 24 hours in the case of level 3. The employee will be required to complete course work in excess of these hours in their own time.
- 31.5 Leave, with or without pay, may be granted to an employee undertaking training or a course relevant to the employee's employment.
- 31.6 Registered Nurses are entitled to two training days per year to attend Enliven mandatory training which contributes to PDRP and will be paid at their ordinary rate of pay for their attendance.
- 31.7 Registered Nurses who have completed two days mandatory training within the last 12 months and have achieved PDRP Competent, and are working towards PDRP Proficient or Expert are entitled to up to 8 hours per year, on pay, to attend training or work on their portfolio as agreed by the Clinical Nurse Manager and Home Manager.
- 31.8 Where the employee must travel to attend the course and the time spent travelling and attending the course exceed the time that the employee would otherwise have worked, the employee shall be paid for the additional time at their ordinary hourly rate. Travel time does not attract overtime rates and is not counted as time worked in the calculation of hours worked for overtime purposes.

32. Health and Safety

PSC and the employees will comply with the Health and Safety at Work Act 2015.

PSC shall do everything it can to ensure the safety of employees. Employees shall do everything they can to stay safe and healthy at work and to keep clients and others at work safe and healthy.

Employees who become aware of damage or faults to equipment or the existence of other hazards that may endanger the health or safety of others shall immediately report such damage, fault or hazard to management. Such hazards may include the behaviour of residents.

The employer shall ensure appropriate training and information is supplied to employees.

PSC has safety rules and policies which employees must comply with. Any safety issues, fatigue or stress, or accidents must be reported promptly.

Protective clothing will be made available by PSC where the nature of the work requires it.

33. Confidentiality and privacy

Employees will often have access to confidential information concerning the employer, other employees, their clients, and their clients' families. Such information must be kept confidential, both during employment and after the termination of employment.

All information and property provided by PSC (including client files and PSC manuals) must be returned to PSC as soon as it is no longer required, or when the employee leaves, whichever happens first.

Personal information relating to employees covered by this agreement shall be collected and held by PSC in accordance with the privacy principles in the Privacy Act.

34. Termination of employment

Except in the case of casual employees, two weeks notice (four weeks notice in the case of registered nurses) must be given by either the employer or an employee when terminating the employment, or two weeks wages (four weeks wages in the case of registered nurses) shall be paid or forfeited in lieu of notice, except where one of the following scenarios applies.

- In the case of an employee's serious misconduct, there is no entitlement to notice or payment in lieu.
- The employee and PSC agree to a lesser period of notice.

In the case of a casual employee, two hours notice shall apply instead of two weeks.

In the case of payment in lieu of notice or forfeiture, the employer shall have heed to the hours that the employee would otherwise have worked during the period of notice.

35. Management of change

Where change is proposed which could impact on the terms and conditions of employees, the employer will consult with the affected staff and with their union representatives.

The purpose of such notification is to allow consultation before final decisions are made.

36. Redundancy

36.1 Potentially affected employees will be consulted if a change is proposed which might result in the termination of the employee's employment. It is acknowledged that consultation over the actual change itself may not be possible in circumstances outside of PSC's control.

36.2 PSC shall look at whether affected employees can be redeployed elsewhere in the organisation.

36.3 A redundant employee who is not able to be redeployed will receive one month's notice of the termination of their employment. This notice is instead of and not in addition to the notice provided in clause 34. The employer may elect to pay in lieu of notice. The employer and employee may agree to waive part of the period of notice where the employee has alternative employment or another good reason for wishing to leave early and the employee can be spared by the employer; PSC's consent to this shall not be unreasonably withheld.

36.4 Where an employee's employment is terminated due to redundancy, and no redeployment options exist, redundancy compensation, shall be paid on the following basis:

Four (4) weeks' pay for the first year of service or part thereof plus two (2) weeks pay for each additional year of service (pro rata for incomplete years of service) up to a maximum of ten (10) years' service with PSC.

Redundancy compensation is not payable where the employee has been offered redeployment on overall no less favourable conditions, with their service with PSC recognised, to a position within the employee's capacity (some training may be required), either within PSC or by an employer taking over the work from PSC, whether the employee accepts the redeployment or not.

37. Employee protection provision

Where the employer is contracting out, selling or transferring all or part of the business, including the part of the business where employees covered by this agreement are employed, the following provisions will apply:

- (i) Where practicable, the employees will be consulted about any proposal to sell all or part of the business or to contract out or transfer work before a final decision is made. The parties acknowledge that it may not be practicable to consult in some circumstances, such as where the decision is outside of the employer's control.
- (ii) If the employer decides to proceed with the proposed restructure, it will negotiate with the new contractor/service provider with a view to endeavouring to have the new employer offer the employees employment on the same or similar terms and conditions and recognising service as continuous. The employees will be advised of timeframes for such negotiation and/or for the acceptance of any offer of employment and/or of any application process, in a timely manner.
- (iii) The employees are entitled to choose whether or not to accept employment with the contractor/service provider. In the event that the contractor/service provider offers an employee employment in terms of (ii) above, no redundancy situation will arise, and the employee will not be entitled to receive redundancy compensation, whether or not the employee chooses to accept the offer of employment.
- (iv) In the event that the contractor/service provider is not prepared to offer the employee employment in terms of (ii) above, or offers employment on lesser terms and conditions and/or without recognition of the employee's service, the employee will be entitled to notice of termination of employment and redundancy compensation as specified in this clause, unless the employer can offer the employee redeployment elsewhere in PSC.
- (v) The provisions contained in this clause shall not apply where the employer is in receivership or in liquidation.

38. Suspension

Where an employee is facing allegations of serious misconduct, harassment or bullying in the workplace, the employer may transfer the employee to alternative duties or suspend the employee on pay while the allegations are being investigated. Where there is unreasonable delay on the part of the employee in participating in the investigation (e.g. more than two weeks) the suspension may continue without pay until the matter is resolved.

39. Abandonment of employment

Where an employee is absent from work for a continuous period exceeding three working days without notification to, or the consent of, the employer, the employee shall be deemed to have terminated their employment. The employer shall attempt to contact the employee.

40. Property

On the termination of employment employees must return to the employer all property of the employer or its clients including keys, name badge and manuals.

41. Policies and procedures

Employees are required to work in accordance with the employer's policies, procedures and manuals. PSC may introduce new policies, procedures and manuals and amend or revoke its existing policies and procedures from time to time. PSC will advise employees of the changes.

42. Employment relationship problems

A plain language explanation of how to resolve employment relationship problems is set out in the First Schedule.

43. Union fees

On written application of employees Presbyterian Support Central will deduct union fees from wages and will remit them not less frequently than monthly to the union along with a list of names and amounts for whom deductions have been made. Deductions will be made for each period for which the employee is paid including periods of paid leave.

44. Union access

The employer shall allow the unions reasonable access to the employer's premises for recruitment purposes and / or to meet with members. The union agrees to give reasonable notice to the employer of any intended visit where the organiser will be meeting with one or more members.

Union representatives will, in exercising the right of access, comply with existing health and safety and security measures, access at reasonable times when the employees the union wish to see will be working and have regard to normal business operations. The union representative will explain the purpose of their visit and provide evidence of identity and authority to represent the union, and will report on arrival to the manager or person in charge of the site.

The parties agree that the union access will not be exercised in residents' private spaces such as bedrooms and bathrooms, for reasons of privacy in the residents' own home. Access will only be exercised in residents' public spaces where there are no other suitable options and this has been prearranged for a time that does not inconvenience residents.

Nothing in this protocol allows the employer / manager to unreasonably deny access.

45. Union meetings

45.1 The employer shall allow union members to attend union meetings of four hours in total (a maximum of four meetings) in each calendar year.

45.2 The date, time and place of the meeting shall be agreed with PSC.

The union(s) shall give the employer at least 14 days notice of the date and time of any such meeting.

45.3 The union(s) must make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any such union meeting, including, where necessary, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operations to continue.

45.4 Normal duties will resume immediately at the conclusion of the meeting.

45.5 Employees shall be allowed to attend union meetings on ordinary pay to the extent that the employee would otherwise be working for the employer during the meeting.

45.6 The unions will supply to the employer a list of members who attended a union meeting and advise the employer of the duration of the meeting.

This leave is inclusive of and not additional to the provisions of the Employment Relations Act.

46. Employment relations education leave

Employment Relations Education Leave shall be allowed in accordance with Part 7 of the Employment Relations Act 2000.

47. Union delegates

PSC recognises union delegates and their role following written confirmation from the union of their election.

PSC shall allow delegates reasonable time as organised with the manager during working hours to carry out their role. Absence from the delegate's place of work during normal work time must be prearranged with adequate notice and pre approval by the delegate's manager / work area supervisor, who will ensure the employer's operation is not unduly disrupted; approval will not be unreasonably withheld.

PSC will reasonably make available resources such as meeting rooms and copying facilities available at mutually convenient times.

48. Site meetings

Meetings will be held at each site to discuss current issues which will be attended by the facility manager and the senior delegate from each union, and when required and advised in advance, someone from central office and an official from the union(s).

49. Amenities

49.1 Suitable facilities for changing shall be provided.

49.2 A secure cupboard for safekeeping of employees' personal belongings while on duty shall be made available.

50. Domestic/family violence support

Employees who experience domestic/family violence can seek support and assistance from their employer. PSC has a policy about family violence support. Employees dealing with such issues are encouraged to seek confidential assistance from their manager, the Business Operations Manager, their General Manager or Human Resources.

Family Violence leave

Family violence leave shall be granted in accordance with the provisions of the Holidays Act 2003 and its amendments.

This leave is in addition to the annual leave and sick leave provisions in this agreement.

In accordance with the Holidays Act, an employee who is experiencing family violence is eligible for family violence leave after six months current continuous service with the employer; the entitlement is to up to 10 days leave in each subsequent 12 month period. The employer may require evidence that the employee is affected by family violence. This section is added to provide general information about the entitlement provided by the Act and does not replace the provisions of the Act.

Flexible Working Arrangements

In accordance with the Employment Relations Act 2000, an employee affected by family violence may request a short-term (two months or less) variation of their employment arrangements to assist the employee to deal with the effects of family violence.

SIGNATORIES

Heather Fern

Employer party
For Presbyterian Support Central

Date: 04/Dec/2020

A. White

Union party
For E tū Inc.

Date: 4/12/2020

Whorow

Union party
For The New Zealand Nurses Organisation

Date: 4/12/20

First Schedule

Resolving employment relationship problems

The following is an explanation for employees bound by this Agreement of the services available for the resolution of employment relationship problems.

Where an employment relationship problem arises (including personal grievances, a dispute about the interpretation, operation or application of the Collective Agreement or arrears of wages), the employee or employees shall have a right to take the following steps:

- (1) If during or after your employment, you consider you have a personal grievance, dispute, arrears of wages claim or any other form of employment relationship problem, you should in the first instance, raise the matter with your manager so he/she can try and resolve it with you. In the event you are not comfortable with your manager or that person would be inappropriate to refer it to, then contact the General Manager Enliven or the Human Resources Director. It is Presbyterian Support Central's policy to attempt to resolve problems directly and at the earliest opportunity. Employees are reminded that they have a right to have their union delegate, union official or representative present if they wish.

Note – if the employee is raising a personal grievance (unjustified dismissal, unjustified action, discrimination, sexual harassment, racial harassment or duress) the employee must raise the personal grievance with the employer within 90 days beginning with the date of the dismissal or action, or the date of the dismissal or the action came to the employee's notice, whichever is the later.

The employee can raise the personal grievance by making the employer aware in writing that they have a personal grievance which the employee wants the employer to address.

- (2) If the employer does not resolve the issue to the satisfaction of the employee/s, the employee/s may apply to the Ministry of Business Innovation and Employment for mediation service assistance. This may include:
 - Provision of information or explanations as to where information can be found by way of telephone, fax, email or internet
 - Provision of information through pamphlets, brochures or booklets
 - Specialist services, including mediation hearings and meetings.
- (3) If the employment relationship problem is not able to be resolved with the assistance of the mediation service, the employee/s are able to proceed to the Employment Relations Authority, which will provide an investigatory process and will issue a written decision.

The employee/s are able to go to the Employment Relations Authority without first obtaining mediation assistance. The Authority will, however, direct the employee/s back to mediation unless the authority considers that mediation would not be appropriate.

- (4) In certain circumstances, the employee/s will be able to appeal to the Employment Court and the Court of Appeal if they are unhappy with the outcome of the Employment Relations Authority.

Remember – you can seek advice from your union if any employment relationship problem arises and you are unsure what to do.