



**Little Sisters of the Poor
Aged Care New Zealand Limited**

Collective Employment Agreement

**Sacred Heart Home and Hospital
St Joseph's Home and Hospital**



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This agreement is between

Little Sisters of the Poor Aged Care New Zealand Limited

(as “the Employer”)

AND

E tū (“E tū”); and

New Zealand Nurses Organisation (“NZNO”)

(as “the Unions”)

1. APPLICATION

- 1.1. Our employment relationship for staff at Sacred Heart Home and Hospital in Dunedin, and St Joseph’s Home and Hospital in Auckland, is legally based on this collective employment agreement between the employer and E tu and NZNO.
- 1.2. This agreement replaces all previous employment agreements and understandings between the employer and the named unions for positions covered in this agreement.
- 1.3. This agreement shall cover those employees of the employer who are members of the Unions and who work in the positions of; Registered Nurse, Enrolled Nurse, Caregiver, Service Worker and Cook.

2. TERM

This Collective Agreement comes into force from Ratification until 14 September 2020. The parties will meet within 30 days of receipt of the funding advice in 2019 with the view that there will be a wage review of no less than the funding received.

3. STATEMENT OF INTENT AND PURPOSE

“If God is with us, it will be accomplished.

The work is His.”

4. MISSION

The particular Mission of the Congregation of the Little Sisters of the Poor is an apostolate to the Aged Poor of all races, creeds, in fidelity to the charismatic inspiration of Saint Jeanne Jugan, their Foundress. This Apostolic Mission is entrusted to us by the Roman Catholic Church and is exercised in her name.

5. PHILOSOPHY

- 5.1 The congregation of the Little Sisters of the Poor adheres at all times to the Philosophy, Ethics and Moral Law of the Magisterium of the Roman Catholic Church.
- 5.2 Believing the Words of the Gospel: “Truly, I say to you as you did it to one of my brethren, you did it to me.” (Mt. 25:40), we see the image of Jesus Christ Himself in the Aged as in every human person.

- 5.3 In continuity with the prophetic intuition of our Foundress, Saint Jeanne Jugan, we have at heart to discern and meet the needs and desires of the Aged, being aware of:
- (a) Their desire to preserve their liberty and dignity, of being respected, esteemed and loved, and their longing to feel themselves useful.
 - (b) Their apprehension of solitude, together with a wish for a certain independence and privacy.
 - (c) Their right to life, regardless of the extent of their physical and mental disabilities.
 - (d) Their need for security in health and sickness until death, and the assurance of skilled care being available when their health requires it.
- 5.4 Being all of one family in God, the “Family spirit” that Saint Jeanne established in the first foundations, is our treasured inheritance; therefore, the practical application of this Philosophy embraces Little Sisters, Residents and their families, staff and benefactors.

6. DEFINITIONS

- 6.1 **Permanent Employee:** means an employee that is full or part-time who has contracted hours of work per fortnight.
- 6.2 **Casual Employee:** means an employee who works "as and when required" with each period of rostering considered as a separate period of engagement (i.e. there is no standard hours or days of work and there is no fixed pattern of work). There is no obligation on the part of the Casual Employee to accept employment when it has been offered. However, once the Casual Employee has accepted work they are required to work as agreed.
- 6.3 **Registered Nurses** means person as defined by the Health Practitioners Competency Assurance Act 2003 and is employed to work as and demonstrate competence in line with the "*Registered Nurse scope of practice*" - nursing Council of NZ.
- 6.4 **Enrolled nurse** shall hold the relevant qualifications and a current annual practising certificate.
- 6.5 Job descriptions in each position will detail the tasks which make up the particular position.
- 6.6 **Care Worker** shall refer to an employee wholly or substantially engaged in assisting older persons, residents or patients in their activities of daily living and such other attendant duties as required including aiding nursing in medical/nursing aspects of care. Care Workers duties may also include providing entertainment and other attendant activities for residents.
- 6.7 **Service Worker and Kitchen 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, porter/orderly duties, routine maintenance and other supportive duties.

- 6.8 **Cook**, means an employee who works as part of the team, with cooking and general kitchen responsibilities.
- 6.9 **Relevant Daily Pay** means, for the purposes of calculating payment for a public holiday, an alternative holiday, sick leave or bereavement leave means the amount of pay that the employee would have received had the employee worked on the day concerned.

7. APPOINTMENT AND PROGRESSION

- 7.1 Appointment to a position on the relevant scale for newly appointed staff shall be according to skill, experience and the qualifications that apply to the position.
- 7.2 Progression through the scale will be automatic on the employee's anniversary of employment date, subject to satisfactory performance in the role, which will be assumed to be the case, unless the employee has been advised that their performance has been unsatisfactory, what aspects of their performance have been unsatisfactory, and what steps are required to bring that performance to a satisfactory level, at which time the employee will then progress to the next step on the scale.

8. HOURS OF WORK

- 8.1 The ordinary hours of work on site is based on an 80 hour fortnight which runs from Monday to Sunday following.
- 8.2 The "**ordinary hours of work**" may be worked on any days of the week and at any time in a roster which the employer shall fix having due regard to the nature of the Home and staffing requirements of those for whom the Home provides care.
- 8.3 At the request of an employee, the ordinary hours of work in any fortnight may be varied by agreement with the employer. Any such agreement will be recording in writing
- 8.4 The minimum payment for any day worked by an employee shall be two hours ordinary time.
- 8.5 There will, where possible, be a minimum of 9 hours break between shifts.
- 8.6 Rostered days off, where possible, will be consecutive.
- 8.7 Any interchange of duties by an employee with other employees, may only occur with approval of the employer.
- 8.8 Rosters will be available two weeks prior to the start date and shall only be altered by agreement between the employer and employee.
- 8.9 Little Sisters of the Poor is committed to the principle of full employment for permanent staff who wish to have full time employment. Current permanent staff wishing to increase their permanent contracted hours will be offered additional permanent hours as they become available before new employees are hired.
- 8.10 Little Sisters of the Poor values the contribution of permanent staff. As such Little Sisters of the Poor is committed to fair allocation of additional hours and will ensure where practicable, that these are offered fairly and equitably amongst permanent

employees taking into account service and model of care requirements, e.g. maintaining required RN ratios and skill mix.

9. OVERTIME

- 9.1 Any hours worked at the request of the employer in excess of the employee's agreed regular daily hours of work shall be paid at the rate of time and half.
- 9.2 If the employee is requested to work an additional shift on the same day, they will not receive overtime but will receive a "stay on" allowance of \$10 for the additional shift. This shall not apply to any arrangement made with the employer prior to the day in question.

10. NEW EMPLOYEES

- 10.1 As provided by section 62 of the Employment Relations Act 2000, all new employees employed after the date of signing this agreement whose work comes within the coverage clause of this agreement shall be for the first 30 days employed on the terms and conditions contained in this agreement.
- 10.2 The employer shall inform the employee:
- (a) This Collective Agreement exists and covers work to be done by the employee.
 - (b) The employee may join one of the above Unions.
 - (c) How to contact the Unions with information provided by E tū and NZNO.
- 10.3 If the employee joins one of the above Unions they will be bound by this Collective Agreement.
- 10.4 The employer will provide new employees with a copy of the Collective Agreement and advise the employee that they acknowledge the right of the employees to join either E tū or NZNO.

11. MEAL AND REST BREAKS

- 11.1 An employee may take a paid interval of ten minutes duration after no more than four hours of work.
- 11.2 The employer will provide tea, coffee, milk and sugar.
- 11.3 Employees may take an unpaid meal break of thirty minutes (or as otherwise agreed) at a time convenient to the employer taking into account care and service needs, but at no longer than six hours from the commencement of the employee's duty.
- 11.4 An employee may be required to remain on site and within the Home during a meal break. This is to ensure that the minimum statutory staffing requirements are met, and the employee may be required to attend to the needs of the residents during a meal break as appropriate. Where an employee is required to work during a meal break they will be paid at the ordinary rate of pay.
- 11.5 A paid break is intended to offer the employee a reasonable opportunity for rest, refreshment and to attend to personal matters.

12. PAYMENT OF WAGES

- 12.1 Wages as set out in Schedule A will be payable fortnightly.
- 12.2 Wages shall be paid no later than Wednesday (Dunedin) and Thursday (Auckland) following the end of the pay period. The wages shall be paid by direct credit into a bank account nominated by the employee. Each employee will be provided with written details showing how their wages are calculated.
- 12.3 The employer may, following mutual agreement with the employee as to the amount and frequency, deduct from an individual's wages (including overtime, bonuses and/or holiday pay) any moneys owed by the employee to the employer, which includes, but is not limited to:
- (a) Overpayments, howsoever made to a specified employee
 - (b) Moneys paid to an employee for leave where there is no entitlement to such leave
 - (c) Moneys an employee owes the employer for any unauthorised absences
 - (d) Reimbursements for agreed goods and/or services supplied by the employer to the employee
 - (e) Any agreement reached will be recorded in writing.

LEAVE ENTITLEMENTS

The provisions in this agreement relating to public holidays, annual leave, sick leave and bereavement leave set out an employee's entitlements under the Holidays Act 2003.

13. PUBLIC HOLIDAYS

- 13.1 The recognised public holidays are Christmas, Boxing Day, New Year's Day, 2 January, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, and Anniversary Day.
- 13.2 Time worked on any of the above holidays shall be paid at an employee's relevant pay rate, calculated according to the Holidays Act 2003, plus half that amount again. In addition, where this day is a usual work day for the employee, an alternative holiday will be given to be used on an agreed date within the following year. Failure to use the alternative holiday within this year will mean that the employer may choose to pay out this or have the employee use the day by giving 14 days' notice.
- 13.3 Employees required to work on Christmas Day and Good Friday will be paid at double time and an alternative holiday given if it is otherwise a usual working day for that employee.
- 13.4 Where any employee works any public holiday that would not otherwise be a working day (i.e. casual employees), they shall be paid at their relevant pay rate, calculated according to the Holidays Act 2003, plus half that amount again, with double time payable if required to work on Christmas Day and Good Friday, but with no entitlement to receive an alternative holiday.

14. ANNUAL HOLIDAYS

- 14.1 An employee is entitled to 4 weeks paid annual leave at the end of each 12 months continuous service with the employer.

- 14.2 Employees regularly and continuously employed on night shift shall be entitled to an extra week of annual holiday (i.e. a 5th week) upon completion of each year of service on night shift.
- 14.3 Registered Nurses will be entitled to a 5th week of paid annual leave upon 5 years current continuous service with the employer.
- 14.4 As agreed in June 2005, any former Brockville Society members currently receiving a 5th week of annual leave, under any previous collective agreement that has applied to the Dunedin site, are entitled to keep this entitlement.
- 14.5 Any staff who might receive a 5th week's annual leave under more than one of the preceding paragraphs shall not be entitled to any more than one extra week of annual leave in total.
- 14.6 An employee will be paid for the annual leave in the pay that relates to the period during which the leave is taken unless the employee requests otherwise.
- 14.7 The employer requires employees' to provide any requests for annual leave to be in writing, and for them to be submitted to the employer at least one month prior to the proposed commencement date of such leave. If mutual agreement on the timing of annual holidays is not reached, the employer reserves the right to set the timing of the annual holidays in accordance with the Holidays Act 2003 by giving an employee 14 days' notice in writing.

15. LONG SERVICE LEAVE

- 15.1 An employee will be entitled to a special holiday of:
- (a) Two weeks after the completion of 15 years and before the completion of 25 years of continuous service with the employer
 - (b) Three weeks after the completion of 25 years and before the completion of 35 years of continuous service with the employer
 - (c) Four weeks after the completion of 35 years and before the completion of 40 years of continuous service with the employer
 - (d) Five weeks after the completion of 40 years of continuous service with the employer
- 15.2 All special holidays provided for in this clause shall be paid for at the employee's ordinary rate of pay and may be taken in one or more periods and at such a time as may be agreed between the employer and the employee.
- 15.3 For all the above leave, the employee may elect to receive payment in lieu of the paid time off.
- 15.4 Where employees become entitled to a special holiday and leave their employment through resignation, or as a result of restructuring, before such a holiday has been taken, the leave will be paid out on termination.

16. STUDY LEAVE

- 16.1 The employer is aware of the value of having a trained and educated care workforce and will support staff to be trained and educated by ensuring that all staff

have access to at least 8 hours per year of staff training and development or as stipulated in relevant contracts and/or legislation.

16.2 The employer is also aware of the vital role that the registered and enrolled nurses play in the care of residents and supports those nurses to complete, at the minimum, all Nursing Council education requirements necessary to maintain their practice.

16.3 Any consideration of payment for courses or wages will only be made in relation to applications made in advance of the course being attended, and with prior approval from the employer.

17. JURY LEAVE

17.1 Where an employee is required to attend Jury service, the employer will approve paid time off up to a maximum of 5 days in any one calendar year.

17.2 Payment for the period will be the difference between the fees (excluding reimbursing payments) received by the employee and the employee's rate of pay in their employment agreement, providing the employee produces the Court's payment voucher and the employee returns to work immediately on the day that they are not needed for service.

17.3 In the event that the court case extends beyond this time, any request for an extension of this time off to be 'made up' will be considered by the employer on a case by case basis.

18. SICK LEAVE

18.1 After six months continuous service and for each subsequent 12 months of employment, employees who work between one to five shifts per fortnight shall be entitled to five days paid sick leave.

18.2 After six months continuous service and for each subsequent 12 months of employment, employees who work six shifts or more per fortnight, sick leave will be pro-rated. (i.e. 6 shifts equals 6 days sick leave entitlement.) All staff employed as of 18 September 2012 will continue with their current entitlement.

18.3 An employee may take sick leave when:

- (a) An employee is sick or injured
- (b) The employee's spouse/partner is sick or injured
- (c) Any person who is dependent on an employee for care is sick or injured

18.4 Sick leave under this section that is not taken in any period of 12 months may be accumulated to a total of 30 sick leave days. Any unused sick leave will not be paid out on the termination of employment.

18.5 Further sick leave may be granted at the discretion of the employer.

18.6 The employer may require an employee to produce a medical certificate to support a claim for sick leave in accordance with the Holidays Act 2003.

18.7 Employees will advise the employer if they are unable to work due to illness or injury as early as possible before the Employee is due to start work on the first day of absence.

19. BEREAVEMENT TANGIHANGA LEAVE

19.1 After the employee has completed 6 months continuous employment with the employer the employee is entitled to:

- (a) 3 days bereavement leave on the death of the employee's spouse or partner, child, brother or sister, grandparent, grandchild, or spouse's or partner's parent
- (b) 1 day bereavement leave on the death of any other person that the employer accepts as being a bereavement for the employee - in making this decision the employer will consider the closeness of the association between the employee and the deceased, whether the employee has to take significant responsibility for the ceremonies relating to the death and any other relevant factors
- (c) The employer may, at the employer's discretion, grant leave in addition to the above entitlements, with or without pay

20. Family violence Leave

Family violence may impact on an employee's attendance or performance at work. The employer will support staff experiencing family violence. This support includes:

1. For those experiencing family violence, up to 10 days of paid leave in any calendar year to be used for medical appointments, legal proceedings and other activities related to family violence. This leave is in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
2. To support safety planning and avoidance of harassing contact, the employer will approve any reasonable request from an employee experiencing family violence for:
 - changes to their span or pattern of working hours, location of work or duties;
 - a change to their work telephone number or email address; and
 - any other appropriate measure including those available under existing provisions for flexible work arrangements

An employee who supports a person experiencing family violence may take domestic leave to accompany them to court, to hospital, or to mind children.

All personal information concerning family violence will be kept confidential and will not be kept on the employee's personnel file without their agreement.

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.

Family violence means domestic violence as defined by s2 of the Domestic Violence Act 1995.

21. LEAVE WITHOUT PAY

21.1 At any time an employee may request a period of leave without pay.

21.2 Such leave shall be granted solely at the discretion of the employer, taking into account such matters as the continued provision of care and services of the Home.

21.3 Consent to a request for this leave will not be unreasonably withheld.

22. PARENTAL LEAVE

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

23. SUSPENSION

The employer may suspend an employee on pay while investigations into their conduct are made.

24. TERMINATION OF EMPLOYMENT

24.1 Either party may terminate the employment agreement, with four weeks written notice for Registered and Enrolled Nursing staff, and two weeks' notice for all other staff, unless otherwise negotiated with the employer. Agreement for a shorter notice period will not unreasonably be withheld.

24.2 The employer may pay the ordinary rate of pay in lieu of all, or part of, the notice period.

24.3 Where the employment is terminated without the required notice, the ordinary rate of pay that would have been earned in the period will be paid or forfeited by the party that fails to give notice.

24.4 However the employer is entitled to terminate the employment at any time without notice in the event of serious misconduct.

24.5 Alternatively, the employer may require that an employee does not attend the workplace during the notice period. In such an event, the employee will continue to receive their wages for the balance of the notice period, remain employed by the employer, and continue to be bound by duties of confidentiality and fidelity.

24.6 When an employee's employment is terminated, for whatever reason, they will immediately return any property in their possession or control that belongs to the employer or relates to the affairs and business of the employer. This includes, but is not limited to; documents, keys, software, phones, uniforms, and equipment.

24.7 This provision will not apply to employees engaged on a casual basis.

25. ABANDONMENT OF EMPLOYMENT

Where an employee is absent from work for a continuous period exceeding 3 working days without consent or without notifying the employer, they shall be considered to have terminated their employment unless a satisfactory reason can be provided.

26. ENDING OF EMPLOYMENT BY TRANSFER OR REDUNDANCY

26.1 If the employer is proposing to make a decision that may affect the ongoing employment of any employee the employer will consult with the employee as required by the current legislation.

26.2 If the employer is proposing to undertake a restructuring (as that term is defined in the Employment Relations Act 2000, being the selling, transferring or contracting

out all or any part of the employer's operation to a new employer) and an employee's position is affected by the restructure, then the employer will endeavour to negotiate with the new employer for the continued employment of the employee on the terms of this agreement if that is possible, or on such other terms as may be agreed.

- 26.3 If such negotiations are successful (or if the employee has a statutory right to transfer) then the employee may choose whether to transfer or not on the terms required or negotiated within a reasonable time set by the employer.
- 26.4 If the employee does transfer to the new employer then this agreement ends on the day that the restructuring takes place.
- 26.5 If following a restructure the employee does not transfer to the new employer, or if in the opinion of the employer the employee's position becomes surplus to the operations of the employer for any other reason, then redundancy occurs.
- 26.6 If the employee's position is to be made redundant, the employer will consider if it has a suitable other position or shift available to the employee.
- 26.7 If there is not, or if the employee declines such a position, the employer will be entitled to terminate their employment and will, where practicable, give at least 4 weeks' notice or, in the employer's sole discretion, 4 weeks' pay in lieu of notice.
- 26.8 In addition to notice, the employer shall pay the redundant employee compensation of two weeks ordinary pay for the first full completed year of service, and one week ordinary pay per each additional completed year of service, up to a maximum of 12 weeks compensation.

27. UNIFORMS

- 27.1 The employer wishes to provide all staff with appropriate uniforms to be worn while at work.
- 27.2 Provision of uniforms will start in 2019 and each employee will be entitled to a starter uniform (2 tunics, 2 pairs of pants and 1 pair of gum boots)
- 27.3 The new uniforms will be rolled out on the current employee's anniversary date with the aim of having all new uniforms in place in 12 months' time.
- 27.4 New employees from the date of ratification will received a starter uniform in accordance with this clause.
- 27.5 Employees will be required to ensure that their uniforms are clean and presentable and conform to the standard as set out in the Staff Handbook.
- 27.6 Staff will be entitled to an annual uniform replacement (One tunic and one pair of pants) on their employment anniversary.
- 27.7 The complete uniform shall be worn in the prescribed manner.
- 27.8 If the employee has been supplied with uniforms, the employee must return such uniforms on termination of employment prior to receiving any final monies owed by the employer.

28. EMPLOYER POLICIES

- 28.1 Employees must comply with the policies, rules and procedures that the employer distributes or otherwise makes available from time to time. This agreement overrides the policies if they conflict.
- 28.2 The employer may add new policies and procedures, and amend or delete any existing policies and procedures, at its discretion

29. HEALTH AND SAFETY

- 29.1 The employer recognises the importance of ensuring a healthy and safe working environment.
- 29.2 There is a Health and Safety manual located in every work place which sets out the policies to meet its obligations as an employer under the Health and Safety at Work Act 2015 and any subsequent amendments. Employees are required to familiarise themselves with this manual and comply with its instructions and any other related directives, policies and instructions from the employer.
- 29.3 Employees are required to accept responsibility under the Health and Safety at Work Act, to observe all safety procedures, to adopt healthy work practices, and to properly use the first aid equipment and supplies that are provided.
- 29.4 All employees will be suitably trained in the use of equipment that is used and /or required in their role.
- 29.5 Employees are reminded that failure to perform work safely can lead to disciplinary action and possible dismissal.
- 29.6 Employees must promptly report all accidents, hazards, potential accidents, and potential hazards to the employer or their most senior representative in duty at the time.

30. SECURITY

- 30.1 Security of information, equipment, and premises is a fundamental part of the way the employer carries out its business.
- 30.2 Employees must ensure that they are acquainted and comply with the organisation's policies in this respect.

31. CONFIDENTIALITY

- 31.1 The employer places the highest importance on maintaining confidentiality of information.
- 31.2 Except in the proper performance of duties, an employee must not disclose (directly or indirectly) any information or knowledge regarding the affairs of the business, its employees, or its residents, whether it relates to the business of the Home or Hospital or any person, firm, body corporate of which the employer is, or has been, an agent or representative, or for whom the employer has provided services.
- 31.3 This requirement of confidentiality continues after an employee ceases working for the employer.

32. VARIATION

- 32.1 Any provision contained in this contract may be varied by agreement between the parties.
- 32.2 Any such variation shall be recorded in writing and signed by both parties.

33. UNION RIGHTS

- 33.1 The employer and the unions acknowledge the benefits to employees having a constructive working relationship in the workplace.
- 33.2 The employer shall deduct union fees from the wages of members of the Unions who are bound by this agreement each pay period.
- 33.3 The employer will allow every union member employed by the employer to attend union meetings on pay, up to a total of four hours per calendar year.
- 33.4 The Union will give the employer at least 14 days' notice of the date and time of any union meeting.
- 33.5 The employer and the union will agree on what, if any, essential services are required to ensure the maximum numbers of union members are able to attend.
- 33.6 Work will resume as soon as practicable after the meeting.
- 33.7 Delegates will have the right, if requested by another member, to represent or accompany them in a grievance.
- 33.8 Delegates on site will be entitled to meet to deal with union business so long as these meetings are pre-arranged with the employer, not disruptive to the normal business of the home, and no more than one hour per month.
- 33.9 The employer will recognise delegates, chosen by the employees, as the union delegates.
- 33.10 The employer will release all employees bound by this collective agreement on paid education leave in accordance with the entitlements under the Employment Relations Act 2000. On 31 March each year the Unions party to this agreement will notify the employer of the:
- (a) maximum number of employment relation leave days
 - (b) details of the calculations
 - (c) names of members currently employed by the employer
- 33.11 Representatives of E tū and NZNO, including delegates, are entitled to enter the work site for the purposes related to the employment of the unions' members, or for the purposes related to the unions' business, or both. The unions undertake not to unduly interfere with the operation of the workplace. Representatives of the unions will let Administration know when they arrive and when they leave. This is to ensure the employer meets health and safety requirements regarding having people on site.

34. SAVINGS AND IMPACT ON INDIVIDUAL EMPLOYMENT

34.1 Nothing in this collective agreement will reduce the conditions of any employee covered by the collective agreement, provided that the employee was a financial member of a party union as at the beginning of bargaining.

34.2 Where an employee on an Individual Employment Agreement elects to be bound by this collective agreement, their previous terms and conditions of employment will no longer apply unless otherwise agreed between that employee and the employer.

35. PERSONAL GRIEVANCES AND DISPUTES

35.1 Refer to the attached Schedule B for an explanation on the process available for the resolution of employment relationship problems.

35.2 Employees should also check any updated policies issued by the employer from time to time.

AGREEMENT

Signed by the parties as follows:

Signature: SR Rita Nedunthally

Name: SR. RITA NEDUNTHALLY

Position: Manager

Date: 04-03-2018.

for

Little Sisters of the Poor Aged Care New Zealand Limited

(as Employer)

and

Signature: AM Galloway

Name: ANN GALLOWAY

Position: Organiser E tū hē

Date: 4th March 2019

for

E tū (E tū)

and

Signature: Sam Montgomery

Name: Simon Montgomery

Position: Organiser

Date: 4 March 2019

for

New Zealand Nurses Organisation (NZNO)

Schedule A

Remuneration

Position Titles	Hourly Rates	
	2018/19	
Registered Nurse	V) \$31.50 iv) \$29.78 (iii) \$28.57 (ii) \$27.41 (i) \$26.21	
Enrolled Nurse	(iii) \$26.00 (ii) \$25.50	
	1 July 19 Y3/4	1 July 2021 Y5
Care Worker L0 or <3 years service L2 or 3+ years service L3 or 8+ years service L4 or 12+ years service	\$20.50 \$21.50 \$23.00 \$25.50	\$21.50 \$23.00 \$25.00 \$27.00
	Dunedin	Auckland
Service Worker	(iv) \$18.27 (iii) \$17.34 (ii) \$17.08 (i) \$16.50	\$0.00 \$17.34 \$17.08 \$16.50
	1 April 2019	
	(iv) \$19.47 (iii) \$18.54 (ii) \$ 18.28 (i) \$ 17.70	(iv) (iii) \$18.54 (ii) \$ 18.28 (i) \$ 17.70
Cook	\$23.75	\$25.38
Kitchen Assistant	(iv) \$18.27 (iii) \$17.34 (ii) \$17.08 (i) \$16.50	\$0.00 \$17.34 \$17.08 \$0.00
	1 April 2019	
	(iv) \$19.47 (iii) \$18.54 (ii) \$ 18.28 (i) \$ 17.70	(iv) (iii) \$18.54 (ii) \$ 18.28 (i) \$ 17.70

i. Minimum Wage Adjustment

Preamble

To acknowledge and embrace the mission of Little Sisters of the Poor and in fidelity to the mission of Saint Jeanne Jugan, and the work of the service workers (as defined at clause 6.7 of the Collective Agreement) Little Sisters of the Poor Aged Care NZ Ltd, wishes to adopt the philosophy of maintaining a difference in step one to the service worker pay scale and that of the minimum

wage of New Zealand. Furthermore this difference will be applied across all the service worker steps each and every subsequent year.

Application

If on 1 April each year or at any other time during the year when there is a minimum wage adjustment from the New Zealand Government the service workers steps will all increase by that amount for each step. This will maintain a relativity between the minimum wage and the steps.

For example:

April 1 2019 there will be an increase of \$1.20

Steps	1 April 2019
(iv) \$18.27	\$19.47
(iii) \$17.34	\$18.54
(ii) \$17.08	\$18.28
(i) \$16.50	\$17.70

Proviso:

That the service workers steps will continue to be negotiated in good faith during the usual bargaining of the collective agreement and will attract a fair and reasonable % increase at the time of ratification in line with Aged Care funding. For clarity, the relativity payment to minimum wage will not substitute the regular collective agreement negotiation increases as the only pay increase for the year.

Allowances

Night shift allowance	\$ 10.00 (Dunedin)	This payment will be made where an employee's whole duty is worked between the hours of 2100 hours and 0700 hours
Sunday allowance	\$ 10.00 (Auckland)	
Weekend allowance	\$ 1.50 \$ 8.00	
Annual Nursing Practice Certificate	Annual rate	Dunedin only per each hour worked (note any existing higher rate for any staff will be protected) Auckland only, per each day at the weekend
Orientation allowance	\$ 0.50 per hour	Will be reimbursed by the employer on proof of payment by the employee.
		Auckland and Dunedin

SCHEDULE B

EMPLOYMENT RELATIONSHIP PROBLEM PROCEDURE

1. The Employment Relations Act provides a process to assist in resolving any employment relationship problem that arises.
2. An employment relationship problem includes:
 - (i) any personal grievance as defined in section 103 of the Employment Relations Act 2000 (i.e., unjustified dismissal, unjustifiable action leading to disadvantage, discrimination, sexual harassment, racial harassment, or duress in relation to union membership)
 - (ii) any dispute over the interpretation, application, or operation of this employment agreement
 - (iii) any other problem relating to or arising out of the employment relationship.
3. It does not include any problem with the fixing of new terms and conditions of employment.
4. This procedure focuses on resolving employment relationship problems quickly and effectively, and in a way that is consistent with the employee's and employer's legal rights and obligations under the Employment Relations Act 2000. Both parties must try and resolve any problems in "good faith".
5. The steps to be followed are:

Step 1 – Raising the Problem with the Little Sisters of the Poor

- (i) In order to address employment relationship problems as fairly and efficiently as possible, the employee must raise a problem as soon as it occurs, or when the employee becomes aware of it occurring.
- (ii) If the employee has been dismissed, the employee may request that the employer provide them with a written statement of the reasons for their dismissal. This request should be made in writing and must be made within 60 days of the employee's dismissal. The employer will respond to the employee within 14 days from the time the request is received. If the request is not made within 60 days, the employer is not required to respond.
- (iii) The employee must raise a personal grievance with the employer within 90 days of the grievance occurring, or when the employee becomes aware of the grievance, unless there are exceptional circumstances. The employee needs to take reasonable steps to make the employer aware that they have a grievance that they want addressed.

Step 2 – Meeting to Hear the Little Sisters of the Poor's Response and Discuss the Problem

- (i) The employer will meet with the employee as soon as practical to respond to the grievance, and to discuss the problem.

- (ii) If the employer cannot resolve the personal grievance or problem at this stage, the employee can proceed to Mediation.

Step 3 – Mediation

The Ministry of Business Innovation and Employment (formerly the Department of Labour) provides a mediation service which assists in resolving personal grievances and other employment relationship problems. If the employee proceeds to mediation, there are a number of possible outcomes:

- (a) An agreement or settlement is reached with the assistance of the mediator. In this instance, the mediator would sign the agreed terms of settlement so that they are final and binding on both parties.
- (b) Agreement is given for the mediator to have power to make a decision. The decision would be final and binding on both parties.
- (c) Agreement cannot be reached, and one or both parties are not prepared to give the mediator power to make a final and binding decision. In this situation, the employee can escalate the personal grievance or problem to the Employment Relations Authority.

Step 4 – Refer the Problem to the Employment Relations Authority

- (i) A member of the Authority will investigate the case and make a decision about it. There is no formal process as to how the member will make the decision, and the decision is final and binding. It can be appealed to the Employment Court in certain circumstances.
- (ii) If the employee considers they are being unlawfully discriminated against, or that they are being sexually or racially harassed and do not want to raise the matter with the employer directly, they can ring the Human Rights Commission on 0800 496 877, or contact the Race Relations Office. These organisations can assist with free and confidential advice. They also provide mediation and investigation services free of charge.