

AUCKLAND PRESBYTERIAN HOSPITAL TRUSTEES (Inc.)

Trading as

St ANDREW'S VILLAGE

CARE and SERVICE EMPLOYEES

COLLECTIVE AGREEMENT

2018-2020

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AUCKLAND PRESBYTERIAN HOSPITAL TRUSTEES (Inc.)
Trading as St ANDREW'S VILLAGE

COLLECTIVE AGREEMENT

1 PARTIES

- 1.1 The parties to this agreement are Auckland Presbyterian Hospital Trustees (Inc) referred to as "St Andrew's" and the New Zealand Nurses Organisation referred to as "NZNO" and E tū Inc referred to as "E tū".
- 1.2 When a person's employment ceases that person will continue to be duty-bound not to use or disclose St Andrew's confidential information without St Andrew's consent (including information relating to patients, residents, employees and suppliers) after employment ceases.

2 COVERAGE

- 2.1 This agreement will apply to those employees of St Andrew's who are members of the NZNO and E tū, with the exception of the Care Manager, Village Nurse and Clinical Support Registered Nurses, and who are employed in a position set out in the Occupational Classifications detailed in the Appendix to this Agreement.

3 DATES RELEVANT TO AGREEMENT

- 3.1 This agreement shall come into force on the first day of the pay period immediately after **1 July 2018**.
- 3.2 This agreement shall expire on the last day of the nearest pay period prior to and including **30 June 2020**.
- 3.3 Within the term of this agreement there shall be a review of wages and allowances only at the conclusion of the first 12 months and any new rates will take effect from the first day of the pay period immediately after **1 July 2019**.

4 OBJECTS

- 4.1 This agreement sets out all the express terms of the agreement. Terms which are implied by law in employment agreements will be recognised to the extent they are not contrary to these express terms or contrary to the true intent and purpose of this agreement.
- 4.2 No representations, understandings or other agreements or arrangements will be recognised as terms of this agreement unless they are:
- 4.2.1 Set out in this agreement; or
- 4.2.2 Have been agreed and recorded in writing to take effect as individual terms and conditions and which are not inconsistent with anything in this agreement.
- 4.3 This agreement applies to the operations of St Andrew's and to employees engaged in any of the Occupational Classifications prescribed in the Appendix.

5 ACCESS TO WORKPLACE

- 5.1 Access to the workplace will be provided in accordance with sections 20, 20A and 21 of the Employment Relations Act 2000. The principles contained in sections 20, 20A and 21 will continue to apply regardless of legislative changes, and access will not be

unreasonably denied.

6 GENERAL DUTIES OF THE PARTIES

- 6.1 St Andrew's will meet all obligations it has to employees subject always to the terms of this agreement.
- 6.2 Every employee covered by this agreement will fulfil the responsibilities under this employment agreement and act in the best interests of St Andrew's including respect for and observance of any relevant Job Description, Policies and Rules of St Andrew's.
- 6.3 St Andrew's shall not divulge or communicate any confidential information relating to an employee other than to a person lawfully authorised to receive such information.
- 6.4 The employee shall not divulge or communicate any confidential information of St Andrew's or connections of St Andrew's, or of persons in St Andrew's care, except to such persons or agencies lawfully entitled to receive such information.
- 6.5 Subject to the terms of this agreement, St Andrew's shall have full control as to the manner in which the work shall be undertaken.
- 6.6 St Andrew's will consult with staff and the respective Union party to this agreement on matters that are likely to affect their employment in a significant way.

7 HOURS OF EMPLOYMENT

- 7.1 St Andrew's is a 24 hour 7 day a week business and hours of employment for employees will be determined accordingly. In order to ensure that the needs of St Andrew's are met, employees may be rostered on to work duties in any area, on any day during the year, including public holidays where they fall on a day the employee would normally work.
- 7.2 With respect to clause 7.1, it is recognised by St Andrew's that those employees who are employed on set days and hours will not have these changed without the agreement of the employee affected.
- 7.3 Hours of employment for employees shall be as per the employee's letter of appointment or as recorded and agreed in the employee's four weekly roster.
- 7.4 The ordinary hours shall not exceed:
- 7.4.1 40 hours in one week to be worked in no more than five periods; or
 - 7.4.2 80 hours in a fortnight to be worked in no more than 10 periods.
 - 7.4.3 Provided that the employee and St Andrew's may agree that the ordinary hours shall be amended to some other mutually satisfactory pattern in general not exceeding 40 hours in a week or 80 hours in a fortnight as the case may be. As per clause 9.3, shifts requested by an employee will not attract overtime.
- 7.5 Ordinary hours shall be worked within a span of 14 hours from time of commencement. Where the employee's hours are not continuous except for periods of refreshment and meal breaks, the Broken Shift Allowance specified in the Appendix shall be paid. A voluntary un-rostered second shift worked on a single day shall not be defined as a Broken Shift.

Note: This provision will not cause any loss of any current Broken Shift payment.

- 7.6 Wherever practicable rostered days off shall be consecutive.
- 7.7 Rosters will be available for employees, other than casuals, a fortnight before they commence. Once posted, rosters will not be changed without agreement with the employees concerned.
- 7.8 St Andrew's will endeavour to ensure that, except in relation to Broken Shifts, rostered duties shall be separated by a period of at least eight consecutive hours.
- 7.9 Whenever practical, employees who have notified St Andrew's of their availability, will be offered extra hours of work before casual employees or Nursing Bureaux. The selection of employees for extra hours will take into consideration the skill mix, competency, experience and ease of availability required of staff for the position to be filled, and health and safety considerations.
- 7.10 Where St Andrew's requires an employee to reduce their contracted hours of work, St Andrew's shall consult with the relevant Union. This consultation is further to the requirements of clause 6.6 of the Agreement.

8 NIGHT DUTY AND WEEKEND DUTY ALLOWANCES

- 8.1 Where the majority of an employee's shift falls within the hours of 2300 on one day and 0700 on the next, she/he will be entitled to the appropriate night duty allowance.
- 8.2 Where an employee's duty falls within the hours of 11 pm Friday and 11 pm Sunday, he/she will be entitled to the appropriate weekend duty allowance.

9 OVERTIME

- 9.1 Subject to clauses 7.4.3 and 9.3, overtime is time worked in excess of eight hours or time worked in excess of 40 hours or 5 duties in a week on a weekly roster, or 80 hours or 10 duties in a fortnight for a fortnightly roster as the case may be.
- 9.2 St Andrew's may request an employee, from time to time, to work overtime for which the employee will be paid in accordance with clause 9.5. St Andrew's shall not have the right to require an employee to work additional hours.
- 9.3 The employee may, in accordance with clause 7.4.3, request that additional hours in excess of the overtime thresholds detailed in 9.1 be available to her/him and if agreed these additional hours shall be paid at ordinary rate without overtime penalty. This only applies when the request is that of the employee.
- 9.4 Overtime will be calculated on a daily basis.
- 9.5 Overtime will be paid at the rate of time and one half for the first three hours and double time thereafter.
- 9.6 No overtime shall arise out of an arrangement made between individual workers. All interchange of duties shall be subject to approval by the management.
- 9.7 When an employee works so much overtime between the ordinary hours of successive duties that she/he has not had a period off duty of at least eight hours, overtime shall be paid for all hours worked until a period of eight hours off duty is allowed.

10 MEALS AND REST BREAKS

- 10.1 Meal breaks will be an unpaid period of at least 30 minutes but not greater than 60 minutes and rest breaks will be a paid period of 10 minutes. Where an employee has only one rest period, the period before the meal break is required is 5 and a half hours.
- 10.2 Rest breaks or a break, totalling in aggregate not more than 20 minutes, shall be allowed in each full duty period without deduction from pay, and tea, coffee, milk and sugar shall be provided. No more than four hours shall be worked before a refreshment break is allowed. Further breaks of 10 minutes shall be allowed in each subsequent period of overtime worked generally not exceeding three hours. Part-time or casual employees shall be entitled to a refreshment break of 10 minutes without deduction from pay provided that, generally at least three hours are to be worked.
- 10.3 Meal and rest breaks shall be allowed at times which enable work to proceed with minimum interruption and therefore may be varied as to timing or staggered amongst a work group as a person most immediately in charge of a work group may direct.
- 10.4 Where an employee cannot be released for an uninterrupted meal break she/he shall be entitled to consume a meal during paid duty hours but shall remain responsible for matters requiring immediate attention.
- 10.5 Where an employee is required to work overtime in excess of one hour and such overtime extends over the employee's normal mealtime, a meal allowance shall be paid at the rate in the Appendix hereto.

11 TIMEKEEPING

- 11.1 Employees will maintain such time recording systems as provided by St Andrew's as may be necessary to accurately record hours worked and absences.
- 11.2 An employee who knows they are to be unavoidably late or absent must notify their manager or a supervisor before the start of her/his rostered commencement time.
- 11.3 An employee who becomes unavoidably late must notify their manager or a supervisor as soon as practicable.
- 11.4 An employee who will be absent will, wherever practicable, notify their manager or a senior person on duty no later than 3 hours before the due time of commencement.
- 11.5 Where an employee has been absent or on sick leave (paid or unpaid), the employee must notify St Andrew's of an expected date of return to work wherever possible.

12 CLASSIFICATION OF EMPLOYEES

- 12.1 **Full-time employees** are those employees engaged to work 37.5 hours per week or more.
- 12.2 **Part-time employees** are employees regularly employed with pre-arranged days and hours as provided by the roster which are fewer than the fulltime hours defined above. A part-time employee shall be employed for no less than two hours per day.
- 12.3 **Casual employees** are employees who are employed as required and not on a regular basis. Casual employees do not need to accept engagements offered to them. They are paid an hourly rate in accordance with 1.2 of the Appendix. Casual employees will be paid a minimum of two hours pay for each engagement.

- 12.4 **Fixed-term employees** are employees who are employed for a fixed period of time and for a specified project or to cover a position on a temporary basis where a permanent employee is absent on approved leave. St Andrew's must have genuine reasons for offering a fixed term agreement. The fixed term agreement shall include a statement as to the way in which employment will end, the date on which employment will end, and the reasons for employment ending that way.
- 12.5 For the purposes of remuneration, employees shall be classified in terms of the Appendix according to the duties to be wholly or substantially performed.

13 WAGES

13.1 Payment of Wages

- 13.1.1 Wages will be paid fortnightly and be credited no later than Thursday, to an account in the name of the employee in the week immediately following the end of the pay period. Until the first two years of continuous employment are completed, employees shall not be entitled to payment of their holiday pay in a lump sum at the commencement of their holiday.
- 13.1.2 Employees will be provided with a wages slip detailing the calculations of their earnings and deductions made.
- 13.1.3 The employee agrees to notify St Andrew's promptly of any change in residential address, a change in residential telephone number or a change in bank details.
- 13.1.4 In the event of an employee being dismissed or resigning having given the required period of notice, wages due shall be paid on the last day of work. Where the last day of work is on a Saturday, Sunday or Statutory Holiday, final wages are to be paid to the employee on the next working day when normal office hours resume, or, alternatively, the wages shall, by arrangement, be remitted to the person by cheque or credit to their bank account.
- 13.1.5 Should the employee terminate without having given the required period of notice, St Andrew's shall, within three bank working days from the completion of the service, pay the wages due, subject to sub clause 13.1.6 of this clause.
- 13.1.6 In accordance with clause 13.2.4 below, the payment of final wages on termination of an employee's employment is subject to the employee returning all keys, uniform and equipment items in their possession supplied by St Andrew's.

13.2 Deductions from Wages

- 13.2.1 Deductions may be made from the wages due incorrect overpayment. In the case of incorrect overpayment, the employee will be consulted beforehand as to the amount and intended method of recovery. Deductions arising from such circumstances occurring in one pay period may be made from subsequent pay periods.
- 13.2.2 An employee and St Andrew's must agree in writing that deductions for any purpose associated with employment may be made. No deduction shall be made unless the employee has agreed to the deduction in writing. The employee may withdraw consent for any deduction by giving St Andrew's

written notice to that effect.

- 13.2.3 St Andrew's shall, on the request of a union member, deduct and remit union fees fortnightly.
- 13.2.4 As specified in clause 13.1.6 above, the employee consents to St Andrew's making a deduction from any final wages that may be owing to the employee of an amount equivalent to the residual or book value of unreturned property belonging to St Andrew's such as uniform, keys and equipment items.
- 13.2.5 Employees who do not return uniforms when they terminate will be charged on a per uniform basis of \$50.00 for new uniforms defined as being less than three months old and \$40.00 for all other uniforms.
- 13.2.6 St Andrew's shall recognise Industry Retirement and Insurance Services (IRIS) and agrees to deduct employee contributions where authorised by any employee and forward them to IRIS on a fortnightly basis.
- 13.2.7 Where an employee chooses to attend an OET Examination, and St Andrew's agrees to meet the cost of the exam by way of an advance against the employee's future wages, deductions will be made by St Andrew's from the employee's fortnightly wages and / or final wages (including holiday pay on termination of employment) to recover the cost of the exam paid by St Andrew's in accordance with the terms agreed to by the employee and St Andrew's.
- 13.2.8 Where an employee chooses to attend a bridging course to complete their registration as a New Zealand Registered Nurse, and St Andrew's meets the cost of the course fees, if that employee resigns from their employment within two years of completing the course, deductions will be made by St Andrew's from the employee's fortnightly wages and / or final wages (including holiday pay on termination of employment) to recover a percentage of the course fees paid by St Andrew's in accordance with the terms agreed to by the employee and St Andrew's.

13.3 **Rates of Wages and Allowances**

- 13.3.1 The respective rates and allowances are as detailed in the Appendix of this agreement.

13.4 **Annual Practising Certificate**

- 13.4.1 St Andrew's will reimburse the costs of the annual practising certificate on the following basis:
 - 13.4.2 For new nurses, St Andrew's will, upon the anniversary of the employee's Annual Practising Certificate, retrospectively reimburse for the period from commencement of employment through to that anniversary.
 - 13.4.3 Thereafter, St Andrew's will, upon each subsequent anniversary date, retrospectively reimburse the annual cost of the practising certificate.

14 **AMENITIES, MEALS AND UNIFORMS**

14.1 **Amenities for Staff**

- 14.1.1 Suitable facilities for changing shall be provided.

- 14.1.2 A secure cupboard for safekeeping of employees' personal belongings while on duty shall be available.
- 14.1.3 Tea, coffee, milk, sugar shall be available at all breaks without charge to employees.

14.2 **Uniforms and Clothing**

- 14.2.1 Where specified uniforms, smocks or other special clothing is required by St Andrew's to be worn, these items shall be supplied by St Andrew's. All items supplied remain the property of St Andrew's.
- 14.2.2 Protective clothing and gloves shall be made available as necessary.
- 14.2.3 The complete uniform shall be worn in accordance with the uniform policy of St Andrew's. The employee shall maintain the uniform in a clean and presentable condition at all time.
- 14.2.4 Unserviceable items must be returned to St Andrew's before the issue of a replacement item.
- 14.2.5 The employee is obliged to wear footwear and hosiery acceptable to St Andrew's when on duty.

15 **LEAVE**

Employees can obtain further information about their leave entitlements from their Union or the Ministry of Business Innovation and Employment ("MBIE").

15.1 **Public Holidays**

- 15.1.1 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 and Anniversary Day of the Province or an alternative holiday are Public Holidays.
- 15.1.2 The observance of the prescribed holidays shall be in accordance with the Holidays Act 2003. Note that the prescribed holidays shall be recognised either on the day they fall or, where Christmas Day, Boxing Day, New Year's Day, 2 January, ANZAC Day and Waitangi Day fall on a Saturday or Sunday, they shall be transferred to the following Monday or Tuesday for employees for whom Saturday or Sunday would not otherwise be a working day.
- 15.1.3 For each day of observance of a holiday which falls on a day which would otherwise be a working day for the employee and the employee does not work on that day, the employer will pay the employee not less than the relevant daily pay for that day as provided for by the Holidays Act 2003.
- 15.1.4 For each day of observance of a holiday which falls on a day which would otherwise be a working day and the employee works on that day, the employer will pay the employee at least the portion of the employee's relevant daily pay that relates to the time actually worked on that day plus half that amount again, and will provide that employee with an alternative holiday as provided for by the Holidays Act 2003.
- 15.1.5 Should the employee terminate before having taken the alternative

holiday(s), payment in lieu shall be made on termination.

15.1.6 Overtime worked on all Public Holidays is at double time.

15.1.7 Subject to 15.1.4 above, any such holidays that occur during a period of annual leave shall be paid for and the period of leave be extended by one day for each such holiday.

15.1.8 Where an employee is rostered to work on a Public Holiday and wilfully defaults the employee shall not be entitled to any payment.

15.1.9 For the purposes of clarification, no time worked on any Public Holiday shall be paid for at greater than double time.

15.2 **Annual Leave**

15.2.1 Employees shall be entitled to four weeks' annual leave in accordance with the Holidays Act 2003.

15.2.2 Annual holidays shall be allowed at a time that has regard for the employee's needs for rest and recreation but necessarily is suitable to the work requirements of St Andrew's. The employee is to give at least 14 days' notice of a request for annual leave. St Andrew's may agree to a shorter notice period in individual cases.

15.3 **Long Service Leave**

15.3.1 An employee shall be entitled to special holidays as follows:

15.3.2 One special holiday of two weeks after the completion of 15 years and before the completion of 20 years of current continuous service with St Andrew's.

15.3.3 One special holiday of three weeks after the completion of 20 years and before the completion of 30 years of current continuous service with St Andrew's.

15.3.4 One special holiday of five weeks after the completion of 30 years current continuous service with St Andrew's.

15.3.5 All such special holidays provided for in subclause 15.3.1 shall be on ordinary pay as defined by the Holidays Act 2003 and may be taken in one or more periods and at such time or times as may be agreed by St Andrew's and the employee.

15.3.6 If an employee, having become entitled to a special holiday, leaves her/his employment before such holiday has been taken, s/he shall be paid in lieu thereof.

15.3.7 The provision of this clause shall not apply where St Andrew's has in operation or brings into operation an alternative scheme for rewarding service which is not less favourable to the employee than the foregoing.

16 **SICK LEAVE & BEREAVEMENT LEAVE**

16.1 **Sick leave**

16.1.1 After six months' continuous service with St Andrews, a full time employee shall be entitled to ten days' sick leave in the following twelve month period

and thereafter for each subsequent twelve month period of continuous service. The entitlement shall be pro-rated for part time employees except that a part time employee shall receive no fewer than five days paid sick leave per annum after six months' continuous service. For employees employed at 1 July 2018, the increased entitlement to sick leave provided for in this clause shall apply from their first sick leave anniversary date after 1 July 2018.

- 16.1.2 St Andrew's may require a medical certificate for any period of absence on sick leave of 3 or more consecutive days, whether or not the days would otherwise be working days for the employee, and further certificates in the case of extended illness.
- 16.1.3 The employee shall advise St Andrew's of inability to work because of sickness. Only in exceptional circumstances shall notice be given after the time for commencement of duty.
- 16.1.4 The employee shall advise St Andrew's of their expected date or time of recommencement following illness.

The old clause 16.1.5 re: discretionary leave up to a maximum of 10 days was deleted.

- 16.1.5 Sick leave shall accumulate to the equivalent of 40 relevant days by carrying forward from one year to another any unused accumulated benefit of up to 35 relevant days.
- 16.1.6 Sick leave due to sickness on a Public Holiday shall be paid for at the relevant rate of pay only if rostered to work on that day.
- 16.1.7 An employee is entitled to sick leave pursuant to 16.1.1 if the employee's spouse/partner or a person who depends of the employee for care is sick or injured.
- 16.1.8 If an employee suffers an accident (whether work related or not) or is sick, and as a result of the accident or as a result of the sickness he or she has been unable to carry out his or her duties for a continuous period of 3 months, St Andrew's will be entitled to review the situation at the end of the 3 month period commencing from the date of the accident or sickness.
- 16.1.9 If after consultation with an employee, it is evident that there is no reasonable likelihood of the employee being able to resume the normal performance of his or her duties by the end of the fourth month following the date of the accident or sickness then St Andrew's is under no obligation to hold the employee's position, or any similar position, available to the employee.
- 16.1.10 Employees may use their available sick leave entitlement to cover the first week's incapacity due to an accident, and may use available sick leave of one day per week to make up the employee's wage to the normal amount for any subsequent weeks.

16.2 **Bereavement Leave / Tangihanga Leave**

- 16.2.1 St Andrew's shall on the death of the employee's partner, parent or child allow the employee leave at the employee's relevant daily pay rate for a minimum period of three days and up to, but not exceeding, five days.

- 16.2.2 St Andrew's shall, on the death of the employee's brother, sister, parent-in-law, grandparent, grandchild, (or stepchild, stepparent, stepbrother or stepsister) grant to the employee leave at the employee's relevant daily pay rate for a period of three days.
- 16.2.3 St Andrew's shall on the death of any other person, if St Andrew's accepts that the employee has suffered a bereavement as a result of the death of that person, grant to the employee leave at the employee's relevant daily pay rate for a period of one day. St Andrew's will take into account the following relevant factors:
 - 16.2.3.1 the closeness of the association between the employee and the deceased person.
 - 16.2.3.2 whether the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death.
 - 16.2.3.3 any cultural responsibilities of the employee in relation to the death.
- 16.2.4 St Andrew's recognises the rights of Maori as Tangata Whenua o Aotearoa to meet their cultural obligations when the death of a whanaunga occurs. Employees shall be granted leave on full pay to attend the tangihanga of a whanaunga where kawa makes it necessary to attend such a tangihanga in Aotearoa or overseas. Leave shall be granted in accordance with the following: An employee attending the tangihanga of a whanaunga shall be granted paid leave of a minimum of three days and up to, but not exceeding, five days.
- 16.2.5 Subject to the employee making application, St Andrew's may agree to grant unpaid leave in order to accommodate various special bereavement needs not recognised in sub clause 16.2.1- 16.2.4 above.

17 PARENTAL LEAVE

- 17.1 The provisions of the Parental Leave and Employment Protection Act 1987 (or any successor legislation) shall apply.

18 JURY SERVICE

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

19 STUDY LEAVE

19.1 Education And Development

- 19.1.1 St Andrew's believes that the quality of service provision in the future will be

very dependent on the skills and abilities attained and to be acquired by employees. As a consequence St Andrew's believes it has a responsibility toward employees to invest in the enhancement of existing skills and the development of new skills appropriate to its business. The employee has a responsibility to use the education provided by St Andrew's as a means of improving employee performance on the job.

In particular:

- 19.1.2 The parties to this agreement record their intention that staff be given reasonable opportunity to undertake programmes of study or education relevant to their employment. Leave, with or without payment, may be approved as deemed appropriate by St Andrews.
- 19.1.3 In-service education is provided as appropriate to each of the various groups of employees.
- 19.1.4 Employees must attend compulsory in-service education programmes applicable to their employee group as defined by St Andrew's including those courses prescribed as mandatory by the Ministry of Health and those government agencies with which St Andrew's holds service contracts.
- 19.1.5 Attendance at any individual education programme will be arranged by St Andrew's within normal rostered hours of work. Where factors with regard to St Andrew's business prevent an employee from being available for a course within the normal rostered hours of duty, St Andrew's will arrange attendance outside the normal rostered hours of work but in doing so St Andrew's must have regard for the reasonable circumstances of the employee.
- 19.1.6 Where an employee attends a course generally within rostered work hours at the request of St Andrew's but the course time is either shorter or longer than the shift would have been, St Andrew's will pay the length of the shift or the course whichever is the greater subject to a requirement that if the course is shorter than the shift and the employee is reasonably able to return to work for the remainder of the shift then the employee must do so.
- 19.1.7 In those situations where the employee is unable to be available to attend an education programme as requested by St Andrew's within their normal rostered hours of duty St Andrew's will pay for the employee's time attending a programme taking place outside normal rostered hours. Payment will be made at the employee's applicable rate of pay and will incur no loss of pay.
- 19.1.8 With respect to the education programme there will be an expectation by St Andrew's on employees that they learn from such programmes and apply this to the best of their ability in the subsequent conduct of their duties.
- 19.1.9 Where an employee chooses to attend an OET Examination, and St Andrew's agrees to meet the cost of the exam by way of an advance against the employee's future wages, deductions will be made by St Andrew's from the employee's fortnightly wages and / or final wages (including holiday pay on termination of employment) to recover the cost of the exam paid by St Andrew's in accordance with the terms agreed to by the employee and St Andrew's.

19.1.10 Where an employee chooses to attend a bridging course to complete their registration as a New Zealand Registered Nurse, and St Andrew's meets the cost of the course fees, if that employee resigns from their employment within two years of completing the course, deductions may be made by St Andrew's from the employee's fortnightly wages and / or final wages (including holiday pay on termination of employment) to recover a percentage of the course fees paid by St Andrew's in accordance with the terms agreed to by the employee and St Andrew's.

20 EMPLOYMENT RELATIONS EDUCATION LEAVE

20.1 St Andrew's shall grant employment relations education leave on pay for employees party to this agreement to attend courses authorised by the NZNO or E tū to facilitate the employees' education and training as employee representatives in the workplace.

20.2 The number of days education leave granted per annum is based on the following formula:

<u>Eligible FTE's</u>	<u>Maximum days ERL</u>
6 – 50	5
51 – 280	1 day for every 8 FTE or part of that number

20.3 As at 31 March each year the NZNO and E tū shall notify St Andrew's of:

20.3.1 The maximum number of days calculated and,

20.3.2 The details of the calculation.

20.4 An eligible employee who wishes to attend approved employment relations education leave shall advise St Andrew's, at least 21 days prior to the course commencing, of the dates when the employee will undertake the education leave and the nature of the proposed education leave that the employee will receive.

20.5 The granting of such leave shall not unreasonably be withheld taking into account the needs of St Andrew's business.

21 ATTENDANCE AT UNION MEETINGS

21.1 During each 12 months of the term of this agreement, employees shall be entitled to four hours' leave (consisting of two meetings of not more than two hours in each case), without loss of ordinary pay to have meetings for the purpose of discussions on matters concerning this agreement provided that each of the following conditions are first agreed and fulfilled.

21.2 The date, time and place of the meeting shall be agreed with St Andrew's.

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

21.4 Only those employees attending the meeting during their ordinary hours of duty will be entitled to payment.

21.5 Sufficient employees remain available to ensure essential care of residents and patients is maintained during the time of the meeting.

22 CONSULTATIVE MEETINGS

- 22.1 St Andrew's agrees to schedule at least four meetings annually with the elected delegates and union officials of NZNO and E tū to discuss matters of interest to both parties. The delegates will be paid to attend these meetings.

23 HEALTH AND SAFETY

- 23.1 St Andrew's and all employees must comply with the Health and Safety Act 1992 or any successor legislation.

In particular:

- 23.1.1 St Andrew's acknowledges its obligation under the Health and Safety at Work Act 2015 in relation to ensuring the safety of employees while at work. This covers the provision of a safe working environment; the provision of equipment for the safety and health of employees; the responsibility to correctly maintain equipment used by employees; to identify and manage the presence of hazards so as to either eliminate them where possible or at least to minimise the risks evident; and to develop procedures for dealing with emergencies that may arise while employees are at work.
- 23.1.2 The employee has a responsibility to comply with Health and Safety policies as directed by St Andrew's and to avoid any action or inaction while at work which would cause harm to themselves or any other person. Equipment supplied by St Andrew's for the health and safety of employees must be used by employees. Employees who become aware of any danger or hazard that may endanger the health or safety of themselves or others shall immediately document it on the relevant form and report the matter to their head of department.
- 23.1.3 Both St Andrew's and the employees acknowledge their mutual responsibility to work together in achieving the objective of a safer working environment. In particular St Andrew's and employees are to work together to share information relative to identifying areas for improvement and to jointly develop practices, including the provision of education where needed, which lead to improved health and safety in the working environment.
- 23.1.4 Employees must have knowledge of the Health and Safety at Work Act 2015 or any successor legislation and know where to access information on health and safety issues.
- 23.1.5 Appropriate education and information will be provided by St Andrew's.
- 23.1.6 St Andrew's will have a Health and Safety Committee, elected bi-annually by staff. At least one union delegate shall be on the Committee.
- 23.1.7 Each employee representative shall be entitled to a minimum of two days paid leave each year to attend Health and Safety training courses

24 TERMINATION - GENERAL

- 24.1.1 Other than in the case of casual employees either the employee or St Andrew's may terminate the employment by giving the other a minimum of two weeks' notice in writing unless a lesser period is agreed in writing.
- 24.1.2 Payment may be made in lieu of notice or two weeks wages be forfeited as the case may be (or such lesser period as has been agreed).

- 24.1.3 The amount of payment made in lieu of notice or to be forfeited shall be the ordinary wages that would otherwise have been earned in the two weeks immediately following the termination in terms of 24.1.2 above.
- 24.1.4 Dismissal without notice or payment may occur in the case of serious misconduct.
- 24.1.5 Similarly, an employee may terminate their service without notice or forfeiture of wages in the event of serious misconduct of St Andrew's.
- 24.1.6 **Abandonment of employment** - Where an employee absents her/himself from work for a continuous period exceeding three working days without the consent of St Andrew's management, or without notification to St Andrew's, she/he shall be deemed to have terminated her/his employment. The period of three working days shall not apply to employees who work irregular duties of one per week or less. A single absence shall be sufficient provided the employee does not contact St Andrew's during the week the employee was rostered to work.
- 24.1.7 Upon termination of employment St Andrew's, on request, shall provide the employee with a certificate of service stating dates and the capacity(ies) of the employment.

25 REDUNDANCY

- 25.1 Redundancy means a situation where the employee's employment is terminated by St Andrew's, that termination being attributable wholly or mainly to the fact that the position filled by that employee is or has become or will become superfluous to the needs of St Andrew's.
- 25.2 In the event of a redundancy situation, employees other than casual employees shall be entitled to receive four weeks' notice, some or all of which St Andrew's may pay in lieu in its discretion after consultation with the appropriate union and the relevant employee(s).
- 25.3 The employee shall be obliged to work out the notice period except that should she/he obtain alternative employment that would require a commencement date earlier than the expiry of the notice period, the employee and St Andrew's may agree to waive the remaining period of employment. St Andrew's consent should not be unreasonably withheld in such cases. For the avoidance of doubt, in the event the employee elects to terminate his/her employment before the expiry of the notice period the employee will not be entitled to payment for the unworked balance of the notice period.
- 25.4 St Andrew's shall endeavour to redeploy a redundant worker if a suitable position is available. During the period of notice a redundant employee will be given reasonable opportunity to attend job interviews without loss of ordinary pay.
- 25.5 Employees whose employment is terminated because of redundancy shall be entitled to the following compensation:
- 25.5.1 4 weeks pay for the first year, or part of the year, of service with St Andrew's, and
- 25.5.2 in addition a further 2 weeks pay for each subsequent completed year of

continuous service with St Andrew's up to a maximum of 14 weeks pay for any employee.

26 EMPLOYEE PROTECTION

- 26.1 No redundancy shall arise by reason of the sale or transfer of the whole or any part of St Andrew's business where the person acquiring the business offers the employee employment in the same capacity on similar conditions of employment including recognition of service.
- 26.2 Subject to clause 6.6, in the event of the sale, transfer or contracting out of the whole or any part of St Andrew's business, and with a view to protecting affected employees from being disadvantaged, St Andrew's will endeavour to ensure that the purchaser or contractor offers affected employees ongoing employment on similar conditions of employment, including the recognition of service with St Andrew's.
- 26.3 Employees performing laundry services who elect to transfer to the new employer shall automatically become an employee of the new employer on the same terms and conditions as applied immediately before the specified date, including terms and conditions relating to whether the employee is employed fulltime or part-time, and their employment will be treated as continuous, including service related entitlements. The new employer shall become party to this Collective Agreement in relation to these employees.
- 26.4 Those employees performing laundry services, who elect to transfer to the new employer and who are subsequently made redundant by the new employer for reasons relating to the restructuring, shall be entitled to redundancy compensation from the new employer as per clause 25 of this Collective Agreement, including recognition of continuous service.

27 PRIVACY ACT 1993

- 27.1 St Andrew's and all employees must comply with the Privacy Act 1993 or any successor legislation. To assist them employees will be given relevant information about the Privacy legislation including the Health Information Privacy Code. St Andrew's and employees will be expected to abide by this.

28 HUMAN RIGHTS ACT 1993; HEALTH & DISABILITY COMMISSIONER ACT 1994

- 28.1 St Andrew's and all employees must comply with the Human Rights Act 1993 and Code of Health and Disability Consumers Rights under the Health and Disability Commissioner Act 1994 or any successor legislation. To assist them employees will be given relevant information about the Human Rights legislation and the Code of Rights. St Andrew's and employees will be expected to abide by these.

29 HARASSMENT

- 29.1 The union and St Andrew's recognise the undesirability of harassment in the workplace, whether of sexual, bullying or intimidatory nature, and that it constitutes unacceptable behaviour.

30 EMPLOYMENT RELATIONSHIP PROBLEMS

- 30.1 For the purpose of this agreement, the definition of "Personal Grievance", is set out in Section 103 of the Employment Relations Act 2000.
- 30.2 The procedure for settling any Personal Grievance shall be that set out in Section 114 of the Employment Relations Act 2000.

- 30.3 An employment relationship problem includes a problem that may exist between an employer and employee. Employment relationship problems may be:
- 30.3.1 a personal grievance;
 - 30.3.2 a dispute about the application, interpretation or operation of the employment agreement; or
 - 30.3.3 any other problem arising out of or relating to the employment relationship.
- 30.4 To help solve an employment relationship problem and without prejudice to the rights of an employee under clause 30.2 St Andrew's records its desire to settle employment relationship problems at an early time if possible and the employee is invited to talk with his/her manager or union representative as soon as possible after the point of occurrence. The employee may also seek assistance from MBIE.
- 30.5 If the employee intends to raise a personal grievance he/she must notify St Andrew's within 90 days from the date of the act that caused the personal grievance. If the employee is not aware of when the act took place, the period begins from when the matter came to the employee's attention. If the problem cannot be sorted out in discussions between St Andrew's and the employee, it may then be referred to mediation. Mediation is provided by the Mediation Service. To mediate an employment relationship problem, either St Andrew's or the employee may contact an office of MBIE.
- 30.6 If the employment relationship problem cannot be resolved in mediation, it may be referred by either party to the Employment Relations Authority. The Authority is the body established by the Act to resolve employment relationship problems. The Authority has the power to make a decision to resolve the problem.
- 30.7 If either party is unhappy with the Authority's decision, it may appeal to the Employment Court within 28 days of the Authority's decision. The Employment Court will hear the parties and then make a decision about the employment relationship problem.

31 VARIATION OF AGREEMENT

- 31.1 This agreement may be varied by the agreement of the parties in writing in accordance with the Employment Relations Act 2000 section 54 (3) (a) iv.

32 NEW EMPLOYEES

- 32.1 St Andrew's will comply with its obligations under clause 63 of the Employment Relations Act 2000 in respect of new employees who are not members of the union parties to this agreement.

33 NO PASS ON CLAUSE FOR NON MEMBERS

- 33.1 The Parties St Andrew's agrees that when fixing terms and conditions for non-union workers it will undertake genuine bargaining with such non-union workers.

34 DELEGATES' RIGHTS

- 34.1 Delegates will have reasonable access to facilities for the effective performance of their delegate duties, including telephone and fax.
- 34.2 Delegates will have exclusive use of a union notice board for the posting of union notices.

- 34.3 St Andrew's will recognise delegates chosen by members as the union representatives.
- 34.4 Delegates will have the right to accompany another member when representing them in a grievance during paid time.
- 34.5 With prior approval of St Andrew's management, delegates will be allowed to conduct on-site union business in paid time.

35 SIGNATORY PARTIES

35.1 Signatory Parties:.

St Andrew's Village Trust (Inc.)

Signed by A. M. Joyce
 for and on behalf of St Andrew's Village Trust (Inc.)

DATED THIS 12 day of DECEMBER 2018

The Unions as parties represented by an Authorised Agent

New Zealand Nurses' Organisation E tū

Signed by [Signature] Signed by R. Spedding

DATED THIS 17 day of December 2018

1. APPENDIX

1.1. Definitions

Rates of remuneration shall be determined in accordance with the following definitions and scales provided that the employee may be required to undertake any other duties that they are lawfully permitted to perform. Allowances are payable in terms of the provisions of the relevant clause detailing qualification for payment.

Definitions

"Week" in the case of day workers shall mean the seven days computed from 0000 hours Monday to 2359 hours Sunday inclusive. In the case of night workers shall mean the seven days computed from Monday 1200 hours to 1159 hours Monday.

"Roster" shall mean the schedule of duty days and times required to be worked by the respective employee over the period that the roster is in force.

"Hourly rate" means the sums specified at 1.2 of this Appendix.

"Ordinary hours", "Duty" or "Shift" shall have the same meaning being the time to be worked within the limit of daily hours on any day and is not overtime.

"Night shift" means a duty or shift commencing at or after 9 pm and concluding at or before 8 am on the following day.

"On Call" means a period when an employee is required to remain available to attend work during otherwise off-duty times.

"Weekend" means a duty or shift worked between 11 pm Friday and 11 pm Sunday.

Occupational Classifications

"Enrolled Nurse" means a person working in that capacity whose name is on the register in New Zealand as an enrolled nurse who holds a current annual practising certificate and works under the supervision of a registered nurse.

"Registered Nurse" means a person working in that capacity who is registered in New Zealand as a general and obstetric nurse, a general nurse, a comprehensive nurse, a psychiatric nurse or a psychopaedic nurse and holds a current annual practising certificate.

"Service Worker" shall refer to an employee wholly or substantially engaged in general laundry duties.

"Healthcare Assistant" shall refer to an employee who is auxiliary to the nursing team, and is able to perform tasks in their position description relating to patient care and who works under the direction of a registered nurse.

1.2. Wages

Classification		Hourly Rate
Staff/Senior Staff Nurse	1	\$26.50
	2	\$29.00
	3	\$30.50
	4	\$32.25
Enrolled Nurse	1	\$25.00
	2	\$26.00
	3	\$27.00
	4	\$28.00
Health Care Assistant	1	\$19.80
	2	\$21.00
	3	\$22.50
	4a	\$23.50
	4b	\$24.50
Service Worker	1	\$18.00
	2	\$18.75
	3	\$19.50
	4	\$20.25

1.3. Allowances

a.	Broken Shift/Duty	\$10.14 per shift/duty
b.	Night Shift/Duty	\$15.81 per full duty
c.	Weekend Shift/Duty	\$3.50 per hour worked
d.	Meal Allowance	\$9.84 per meal
e.	Dirty Laundry Allowance (Laundry Staff Only)	\$12.98 per shift

Provided that employees receiving a sum greater than the above as at the 1 April 1997 shall not have that higher allowance reduced as long as they remain on the present duties that qualify for payment.

1.4. Wage Progression Criteria (see attached)

Wage rates amended July 2018.