

COLLECTIVE AGREEMENT

2019 - 2020



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PART ONE: Introduction – The Collective Agreement

1.1 Parties

The parties to this agreement are:

- The Selwyn Foundation (“Selwyn or Employer”)
- New Zealand Nurses Organisation (“NZNO or Union”)
- E tū (“E tū or Union”)

1.2 Coverage clause

This agreement shall apply to persons employed by The Selwyn Foundation in the positions listed below:

- NZ Registered Nurse
- NZ Enrolled Nurse
- Caregiver
- Care Supervisor
- Diversional Therapist
- Activities Co-ordinator and Activities Assistant
- Physio Assistant
- Cleaner
- Laundry Staff including Laundry Assistants and Leading Hands
- Kitchen Staff including Cooks and Kitchen Assistant

Parts 1, 2 and 3 of this agreement shall apply to persons employed by The Selwyn Foundation in the positions listed below:

- Village support staff including Village Receptionist, Village Administrator, Resident Services, Resident Hospitality and Home Services
- Village maintenance staff including handyman, grounds and maintenance, and drivers.

Part 4 The schedules shall not apply to these roles, apart from the minimum pay rates listed for these roles. Individual rates above the minimum, and any allowances, will be assigned at manager’s discretion. The allowances shown in Schedule 3 do not apply.

The coverage clause excludes:

- Management and Salaried employees
- Physiotherapists
- Occupational Therapists
- Chefs
- Maintenance Manager
- Selwyn Care Limited employees on assignment to work at any Selwyn Foundation facility.

As provided by Section 56 of the Employment Relations Act 2000, an employee of The Selwyn Foundation whose position comes within the coverage of this agreement and who is or becomes a member of the NZNO or E tū, shall be covered by this agreement and the terms and conditions shall be binding on and enforceable by both parties.

New roles established by Selwyn shall be covered by this agreement where the employee is wholly or substantially engaged in:

- Service Work: general cleaning, domestic duties, laundry, general kitchen duties under supervision of a cook or chef; OR
- Care Giving: assisting older persons, residents or customers in their activities of daily living and such other attendant duties as required including aiding nurses.

1.3 Dates Relevant to Agreement

This agreement will expire on 30th June 2020.

Changes to pay rates for Care and Support workers will take effect on 1st July 2019 in accordance with the Pay Equity Settlement Act.

Changes to pay rates for all other staff under the coverage clause will take effect from the 3rd June 2019.

1.4 Application of this agreement

The parties agree that this entire agreement shall apply to Union members within the coverage clause. Parts one to three will not apply to those employees who are not members of one of the Union parties.

1.5 Variations

The provisions of this Agreement can only be varied with the agreement of Selwyn and the Union parties, in writing and signed by the parties, following a ballot of the members affected by the variation.

Union related clauses

1.6 Union access to workplace

In accordance with the Employment Relations Act 2000, a Union representative may enter the premises of The Selwyn Foundation to conduct business.

1.7 General duties of the parties

Selwyn will meet all its obligations to employees.

Every employee will competently fulfil their responsibilities under their employment agreement and act in the best interest of Selwyn.

However, while recognising Selwyn's right to manage, and the employees' agreement rights, the parties will encourage open communications and constructive dialogue between Selwyn, its

employees and Union representatives. Open communications includes appropriate information sharing and timely discussion on issues affecting, and where also appropriate, likely to affect employees' employment and/or the terms and conditions thereof. Where Selwyn proposes roster changes that impact on more than one union member's hours then consultation will take place with unions and employees.

Meetings shall be arranged as requested by either party. Refer to Clause 1.8 in respect to delegates' rights if they are required to attend by the Union.

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

The employees, union delegates or other union representatives shall not divulge or communicate any confidential information of Selwyn's, or of persons in Selwyn's care, except to persons or agencies lawfully entitled to receive such information.

Subject always to the terms of this agreement and all relevant regulatory provisions, Selwyn shall have full control of the manner in which its work shall be undertaken.

The parties will convene a working party to discuss any mechanisms that support remuneration for the sector and meet three times during the term of the agreement. The working group will include up to 4 delegates and union officials (1 per union).

1.8 New Workers

Where the new employee is not a member of the Union, the employer will provide them with information about the role and function of the union (as supplied by the union), how to contact the Union, and where to find a list of union delegates.

In accordance with the provisions of the Employment Relations Amendment Act 2019 the employer will:

- a) inform the employee that a collective agreement exists which covers the work they have been employed to do;
- b) comply with the requirements of Section 62 and 62A of the Employment Relations Amendment Act 2018 and provide the union(s) with the requisite information as authorised;
- c) inform and arrange for the new employee to be covered by the terms and conditions of the collective agreement for the first 30 days of their employment (plus any additional no less favourable terms); and
- d) provide the new employee with a copy of the Collective Agreement.

1.9 Union Meetings

During each calendar year union members shall be entitled to attend two union meetings (each of a maximum of 2 hours' duration) or four of 1 hours' duration, without loss of ordinary pay provided that the following conditions are met:

- the Union must give the employer at least 14 days' notice of the date and time of a union meeting;
- normal work will resume as soon as practicable at the end of the meetings;
- only those union members attending the meetings during their ordinary hours of duty will be entitled to payment;
- where appropriate, and where there are insufficient other staff reasonably available, arrangements are to be made by the Union for sufficient union members to remain on duty to ensure that the care of residents and clients is maintained during the time of the meetings;
- the Union must supply to the employer a list of members who attended the union meeting and advise the duration of the meeting.

1.10 Delegates

The role of the union delegate is to:

- provide members with union information;
- provide employees with information about the benefits of union membership;
- participate in union meetings (including Selwyn delegate meetings);
- participate in the life and activities of the wider union (i.e. celebrations, AGM's and conferences); and
- to represent union members in individual and collective employment matters.

Union delegates may be elected by employees who are members of the union, in the terms of the rules of the union. Selwyn will recognise the delegates, following written confirmation of their election.

Delegates will have reasonable access to office equipment (eg telephone, fax, email and printer) for conducting union business. A dedicated and visible space will be allocated on staff notice boards for delegates to publish union-related information.

Selwyn will not make a deduction from the wages of a delegate for any reasonable time spent by the delegate on business relating to employment matters within their workplace and directly related to Selwyn, nor for time spent in negotiations for their employment agreement.

1.11 Union Delegate Meetings

It is agreed that:

1. The E tū and NZNO combined may hold Selwyn Delegates Meetings.
2. Meetings will be scheduled to cause the least disruption to the care of residents (day/time to be mutually agreed).
3. A meeting room will be made available on the Selwyn Village site for these meetings.
4. A maximum of three delegates from each facility will be released or paid to attend each meeting. However, where two delegates from the same facility are on duty at the time of the meeting, only one delegate will be released from work to attend.
5. Each Delegate will be allocated 10 hours per annum to attend Union Delegate Meetings.
6. Delegates must apply for Union Delegate leave at least 2 weeks prior to the meeting so that the employee can be paid and that Managers can arrange appropriate cover
7. The Union Organiser will confirm attendees' names with the Human Resources Manager by email after each meeting;
8. Attendees will be paid their ordinary rate of pay for meetings attended up to the maximum allocation per calendar year.

1.12 Union Fees

Subject to having written consent from the Union member, Selwyn shall deduct union fees from the wages to coincide with each pay period. This also includes periods of paid leave.

Selwyn shall forward all deducted fees to the Union not less than monthly, on or by the 30th of the month following deduction. Such remittance to be made as a single bulk direct credit to the Union's bank account with an identifying reference.

Selwyn shall forward to the Union a schedule detailing the name of the employee/s, value of this deduction, the employee's payroll number and details of the period covered by the remittance.

1.13 Employment Relations Education Leave (EREL)

As provided by Part 7 of the Employment Relations Act 2000, the Union is entitled to allocate Employment Relations Education Leave to eligible employees. Additional paid leave for delegate education may be provided on a case by case basis where the criteria of EREL under the Act are met.

1.14 Employee Protection Provision

When considering to contract out, sell, lease or transfer all or part of the business in which those covered under the coverage clause are employed Selwyn shall follow the process outlined in this agreement ([refer clause 2.13](#)) and in addition meet with the Unions to discuss the proposal and timeframes for the process.

Where Selwyn is unable to secure continuity of employment with the Purchaser, the organisation shall meet with the Unions, to discuss the options available to affected employees, including redeployment, redundancy, and outplacement support and counselling.

1.15 Health and Safety Representation

Where, through the normal election of health and safety representatives there is no union delegate elected, then the union delegates may elect one delegate as an additional representative.

PART TWO – General Terms and Conditions of Employment

2.1 Company policy and procedures

Selwyn has policies and procedures that help to guide employees in their behaviours and actions. These apply to all employees. Selwyn will make the policies and procedures available to employees, and notify any new or changed documents.

Employees will familiarise themselves with and observe all the policies and procedures of the organisation, and seek explanation if there is anything that is not understood.

2.2 Hours of Employment

a) Hours of work

Each employee's hours of work and shift pattern are specified in the letter of offer.

Employees acknowledge that these hours and shift patterns may be varied depending upon the requirements of the business. Any changes will be consulted upon and mutually agreed. The employee will be given up to 3 days to seek independent advice regarding the changes. A variation letter will be provided confirming the new hours of work and shift pattern.

Where Resident or Client occupancy reduces to the extent that a temporary reduction in hours of work is required Selwyn may suggest employees take annual leave or shorten shift times. Any changes will only be made with the employee's agreement.

Employees acknowledge that the business is a 24 hours per day, 7 days per week operation and employees may be required to work weekends as part of rostered duties.

Employees must devote the whole of their time during normal business hours to the duties of their position.

b) Ordinary Hours

Ordinary hours shall not exceed 8 hours per day / 40 hours per week / 80 hours per fortnight to be worked in a 5 day period. Additional hours may be agreed (based on an agreed process) and may involve working a sixth day.

Where the parties agree hours of work may be varied.

Other than in emergencies or with the agreement of the employee, no broken shifts shall be worked.

- where broken shifts are worked, the ordinary hours shall be worked within a span of 12 hours from time of commencement.
- where the ordinary hours of the employee are not continuous, except for periods of refreshment and meal breaks, the Broken Shift Allowance specified in Schedule 3 shall be paid.
- provided that, an employee may request to work a double shift, without working in excess of 48 hours in any one week, and if agreed this broken shift would not attract the broken shift allowance.

c) Night Shift

Where an employee's whole ordinary shift falls between 9pm and 8am the following day they will be entitled to the appropriate night shift allowance specified in Schedule 3.

d) Weekend Shift

Where an employee works between midnight Friday and midnight Sunday they will be entitled to the appropriate weekend rate specified in Schedule 3.

e) Overtime

Overtime rates may be paid for time worked in excess of 8 hours a day or after the end of a rostered shift (whichever is greater), and for time worked in excess of 40 hours in any one week where Selwyn have made the request to work additional hours.

This does not restrict an employee requesting additional hours in excess of the above limits or ordinary hours. If this request is approved, these additional hours shall be paid at ordinary rate. This proviso applies when an employee makes the request for additional hours and Selwyn shall not have the right to require an employee to work additional hours without payment of overtime.

Overtime rates are as specified in Schedule 3.

When arranging extra duties or shifts an employee shall not work more than 14 hours within a 24-hour period, 6 days in any 7 day period or 96 hours in any rostered fortnight.

When considering requests to work additional hours, Selwyn will take into account the needs of the organisation, but also the risk of undue fatigue to the employee.

2.3 Rest and Meal Breaks

Rest breaks shall be allowed without deduction from pay.

- One 10-minute rest break shall be provided if the work period is between 2 and 4 hours.

- Two 10-minute rest breaks shall be provided if the work period is between 6 and 8 hours.
- Further breaks of 10 minutes shall be allowed in each subsequent period worked not exceeding 4 hours (or a total in aggregate of not more than 20 minutes shall be allowed in each shift).

Employees will be entitled to a meal break of at least 30 minutes, to be allowed between 4 and 6 hours of duty. The employee may agree to work through and be paid for the time worked. Where an employee cannot be released for a meal break during a shift greater than 6 hours they shall be paid for the time worked and be entitled to a meal allowance.

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.

2.4 Rosters

Selwyn shall set up a roster of the ordinary working hours of each employee. Rosters will be accessible and notified two weeks in advance of their commencement.

Except in cases of emergency, or the employee's unplanned absence due to sickness, accident and absenteeism, once posted any change to rostered hours shall be by mutual agreement between the employee and Selwyn.

Rosters that are notified more than two weeks in advance are for planning purposes only and may be changed without consultation.

Wherever practicable rostered days off shall be consecutive.

All shifts are recognised as individual shifts, and shall be a minimum of two hours.

Rostered ordinary hours shall be separated by a period of at least 9 consecutive hours

All shift swaps shall only be with the approval of management.

Allocation of available shifts

Available shifts arise due to planned leave, vacancies or where a shift is left available on the roster to be filled based on occupancy levels. Permanent employees may request to work these available shifts over and above their ordinary hours.

The procedure for notifying and allocating available shifts

- The 'Available Shifts' list will be notified to staff (in a central location). This will usually be available two weeks in advance of the available shifts and the list will be kept on the board for a period of one week.
- Employees may request a shift by following the standard notification procedure (which may be electronic). More than one employee can request the same shift.
- At the end of the notification period available shifts will be allocated to employees using the following criteria:
 - Current hours worked / scheduled against ordinary hours

- Shift pattern including number of consecutive days worked and number of shifts
- Number of shifts requested by employee
- Previous number of requested shifts approved and worked
- Skills mix of staff on duty
- Employees will be informed where they have been allocated an available shift ideally one week prior.
- At the discretion of management, and in order to meet business requirements, the location of the available shift (within the facility) may differ from that originally posted.

Allocation of short notice shifts

Short notice shifts arise due to unplanned leave such as sick leave or bereavement. The decision to replace the absent employee is a Management decision and will usually be made by the Registered Nurse in charge at the time notice is provided. Where a decision is made not to replace, e.g. due to occupancy levels, this will be communicated at handover.

Minimum requirements:

- Where a short notice shift becomes available and more than 24 hours notice has been provided Selwyn will use best endeavours to offer this shift to permanent employees on a 'first acceptance' basis.
- Employees may register interest for short notice shifts with their Manager.
- Where the notice period is less than 24 hours or no permanent employee has accepted the shift within 24 hours of the shift start time the shift may no longer be available and may be referred to Bureau (being Selwyn Bureau) or Agency (being an external agency) to ensure the shift is filled.
- Normal roster and shift rules apply including those outlined above for allocation of available shifts.

2.5 Timekeeping

Employees are required to use such time recording systems provided by Selwyn as may be necessary to accurately record hours of work and absences.

If an employee knows they will be unavoidably late or absent they must notify the Manager or Team Leader prior to the rostered start time. An employee who becomes unavoidably late or will be absent must notify the Manager or Team Leader as soon as practicable.

2.6 Wages

a) Calculation

Wages are calculated using recorded time (being start and finish times) on specific days and including authorised and/or scheduled absences for which payment is due, the employee's base rate of pay and any relevant allowances. An employee's base rate of pay is set in accordance with the pay scale (Schedule 2)

b) Payment

Total wages, as well as any holiday payments in that period, will be paid fortnightly. Wages will be paid to the employee's chosen account in the week immediately following the end of the pay period, not later than the Thursday.

c) Wage details

Employees will be provided with a record of wage payments detailing the calculations of earnings and of all deductions made. This record will be in the form of a paper slip if requested.

d) Payment on termination

When an employee's employment ends wages due shall be paid in the next regular pay cycle unless requested to be paid on final day of work; such request being made at the time of giving notice. The payment of final wages on termination is subject to the employee returning all property belonging to the employer including keys, uniforms, and equipment items in their possession.

e) Correction of error

If the employee considers there has been an error made in the calculation of their wages they must raise this as soon as possible with their Manager. If the payment is incorrect owing to an error by a Manager or payroll staff the error will be corrected within two working days of its notification to the payroll staff.

f) Kiwisaver

"Kiwisaver" means a KiwiSaver scheme under the KiwiSaver Act 2006 or any scheme which replaces it in the future. Employee's have the option of joining KiwiSaver, however all new employee's will be automatically enrolled into KiwiSaver.

g) Deductions

Deductions may be made from wages due to an employee for time lost through sickness, accident, absence, default or incorrect overpayment. (pursuant to section 5 of the Wages Protection Act 1983).

Employees will be consulted beforehand as to the amount and intended method of recovery. Deductions arising in one pay period may be made from subsequent pay periods. An itemised list of monies that are owed shall be provided to the employee.

Deductions may also be made from final wages (including holiday pay) for the following:

- Default or incorrect overpayment;
- Any sum which may be owing from the employee to us including uniform items: or
- Lost, damaged or unreturned clothing or equipment.

Other deductions may be made from the employee's wages where there is a legal requirement to do so, or upon the employee's request, including;

- Fines or mandatory contributions,
- Union fees.

2.7 Amenities, Meals, Dress standards and Uniforms

a) Amenities

Suitable facilities for changing shall be provided. A secure cupboard or locker shall be available for employees to store personal belongings while on duty.

b) Meals

Tea, coffee, milk and sugar shall be available at meal times without charge.

c) Dress standards and Uniform

Employees will ensure that their appearance is appropriate with their position at all times. If Selwyn requires the employee to wear a uniform, this must comply with the uniform standard set out in the House Rules or other Selwyn procedures. All others will comply with the dress standard set out in the House Rules or other Selwyn procedures.

Where Selwyn requires that specific uniforms or other clothing be worn the Foundation will pay the allowances specified in Schedule 2.

- the employee must purchase the specified uniform from Selwyn
- this will be charged at cost price (excluding GST); AND
- deductions for repayment will be made via payroll at an agreed rate

Selwyn will provide protective clothing, aprons, overshoes, gumboots, disposable hats and gloves if the nature of the work so requires.

2.8 Leave

a) Annual Leave

After 12 months' continuous employment an employee is entitled to four weeks annual holiday, in accordance with the Holidays Act 2003. Employees are entitled to take up to 2 weeks annual holiday in one uninterrupted period.

Employees agree to take all annual holidays within 12 months of entitlement.

Annual holidays shall be allowed at a time that has regard to the employee's needs and wishes but is also suitable to our work requirements. The employee must obtain their manager's consent to the timing of any proposed holiday. Leave application forms are available for this purpose and the employee is required to give at least 14 days' notice.

Selwyn may require an employee to take annual holidays if mutual agreement has not been reached about when the employee will take annual holidays. In this case Selwyn will provide at least 14 days' notice of the requirement to take leave.

The employee will be paid for their annual holidays in the pay period that relates to the period during which the holiday is taken (unless payment in advance has been requested).

Payment for annual leave is the greater of *ordinary weekly pay* or the employee's *average weekly earnings*.

Where a public holiday occurs during a period of annual leave, that day shall be treated as a public holiday.

Employees may request to take accrued annual holidays in advance of entitlement.

Where employment ends within 12 months of commencement the employee will be entitled to 8% of gross earnings less any amount paid to the employee for annual holidays taken.

Employees working permanent night shift only

Those employees receiving the 5th week annual leave entitlement, as at 09/11/2015, will continue to receive that entitlement. That entitlement will not be available to any other employee beyond that date.

b) Public Holidays

The following shall be the holidays under this agreement: 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 a day in lieu. These days will be observed in accordance with the Holidays Act 2003.

Where Christmas Day, Boxing Day, New Year's Day, 2nd January, Waitangi Day or Anzac Day fall on or over a weekend, they are transferred based on the working week of the employee (i.e. transferred for employees who do not normally work on the weekend, and observed where they fall for employees who do normally work on the weekend). This provision does not entitle the employee to more than 1 public holiday for each day (i.e. a maximum of 11 days in each year).

Employees may be required to work on any particular public holiday provided it is a day they would otherwise normally have worked. If an employee is rostered to work on a public holiday, and the public holiday falls on a day they would normally work:

- the employee will be entitled to a paid alternative holiday,
- where Christmas Day is observed on 25th December, for the employee, they will be paid double the ordinary rate.
- no time worked on a public holiday shall be paid at greater than double the ordinary rate.

Payment for working on a public holiday will be in accordance with the Holidays Act 2003. The employer will pay the employee the greater of -

- a) the portion of the employee's relevant daily pay or average daily pay (less any penal rates) that relates to the time actually worked on the day plus half that amount again;
or

- b) the portion of the employee's relevant daily pay that relates to the time actually worked on the day

If an employee does not work on a public holiday, and the day would otherwise be a working day for the employee, the employee will be paid not less than the employee's relevant daily pay or average daily pay for that day.

Alternative holidays

Alternative holidays are to be taken at a time mutually agreed within twelve (12) months of entitlement.

If the holiday is not taken within 12 months, an employee may request to have the alternative holiday cashed up and payment made at the ordinary rate of pay

If an employee and Selwyn cannot agree when an alternative holiday is to be taken, Selwyn may determine the date, on a reasonable basis. Selwyn must give the employee at least 14 days' notice of the requirement to take the alternative holiday.

Payment is not less than the employee's relevant daily pay or average daily pay for the day taken as an alternative holiday.

c) Sick Leave

Entitlement

After six months' continuous employment employees will be entitled to 5 days' sick leave in each subsequent year of service, in accordance with the Holidays Act 2003.

Sick leave can be taken when the employee is sick or injured and also if their partner or a dependent is sick or injured. Any unused sick leave may be accumulated to a maximum of 30 days by carrying forward from one year to another any unused entitlement.

Additional Sick Leave benefit

In addition to the entitlement above employees will be provided with additional sick leave benefit where all of the sick leave entitlement has been used.

- Employees working an average of 30 or more hours per week – up to 5 days additional leave in any one year
- Employees working an average of less than 30 hours per week – up to 3 days additional leave in any one year
- Additional sick leave may be accumulated to a maximum of 10 days by carrying forward from one year to another any unused days.

Notice

Employees are required to notify their Manager or Team Leader as soon as possible before their normal start time if they are to take sick leave. If that is not practicable then they must notify their manager as early as possible after that time.

On returning to duty, the employee must report to their manager to discuss the reasons for absence.

Evidence

If the employee is sick for three or more consecutive days (which need not be working days), or Selwyn has reasonable grounds to suspect that the sick leave is not genuine, Selwyn may require documentary evidence before paying for such leave (for example a medical certificate). Where Selwyn requires evidence within 3 days Selwyn will inform the employee as early as possible and meet the employee's reasonable expenses in obtaining the proof.

Where additional sick leave is provided Selwyn may require documentary evidence of sickness at any time.

Long term absence on medical grounds

If, as a result of ill-health (either physical or mental), an employee has been absent from work for a period of three months or more; and has become incapable of the proper ongoing performance of duties under this agreement, Selwyn will commence a consultation process in regards to the employee's ongoing employment.

Selwyn reserves the right to require an employee who is likely suffering from a chronic or a long term illness, or where there is a pattern of absences causing concern, to visit an independent registered medical practitioner at our expense, and to be provided with a certificate and prognosis as may be appropriate. Depending on the outcome of the medical assessment, a process may be initiated in which the employee may ultimately be medically retired.

Payment of sick leave

Employees will be paid an amount that is equivalent to their relevant daily pay for each day of approved sick leave taken that would otherwise be a working day.

Sick leave will not be paid for any day in respect of which Selwyn are required to pay holiday pay or accident compensation.

Payment for additional sick leave will be made at the ordinary rate of pay.

ACC Payments and sick leave

In accordance with the Accident Compensation Act 2001 where an employee is absent due to a work related accident or illness the Employer will pay 80% of the employee wages for the first week of absence.

For work related absence covered by ACC the employee may use sick leave entitlement of 1 day per week for the first week, or subsequent weeks to make up wages to ordinary weekly pay.

For non-work related absence covered by ACC the employee may use sick leave entitlement for any or all of the first week, and for 1 day per week of subsequent weeks, to make up wages to ordinary weekly pay.

Medical examinations and returning to work

If employees propose to return to duty after an extended period of absence;

- Selwyn may require the employee to provide a medical certificate certifying that they are fit to resume work
- In some cases Selwyn may require the employee to undergo an examination by an independent registered medical practitioner who will certify that the employee is fit to resume work. In this case Selwyn will pay the cost of the medical certificate or examination.

Employees may be required to participate in an ACC Return to Work Programme. If an employee is found unfit to perform their full duties the employee may return to work on reduced or alternative duties, if these are available, or Selwyn may place the employee on sick leave (if available) or unpaid leave until they are cleared to return to full duties.

d) Bereavement Leave / Tangihanga Leave

Employees will be entitled to three days' bereavement leave on the death of a partner, child, parent, brother, sister, parent-in-law, grandparent, step-parent, step-child, step-brother, step-sister, grandchild, son-in-law or daughter-in-law. The employee will be entitled to one day's bereavement leave on the death of any other person if Selwyn (having regard to the factors set out in the Holidays Act 2003) accept the employee has suffered a bereavement. Entitlement is for each death.

Employees are required to notify the Manager or Team Leader as soon as possible before the normal start time if the employee is taking bereavement leave. If that is not practicable then the employee must notify the Manager as early as possible after that time.

The employee is to provide adequate evidence of the death.

Payment will be at relevant daily pay.

Selwyn may agree to grant an application for unpaid leave, taking paid days in lieu or available annual leave at reduced notice in order to accommodate other special bereavement needs.

e) Long Service Leave

Employees will be entitled to special holidays as follows:

- One special holiday of two weeks after the completion of 10 years of current continuous employment;
- One special holiday of three weeks after the completion of 20 years of current continuous employment;

- One special holiday of five weeks after the completion of 30 years of current continuous employment.

All such special holidays;

- must be taken within 2 years of entitlement. This time period may be extended upon written request by the employee to the Human Resources Manager, in which case a new expiry date will be set.
- must be taken in minimum blocks of 1 week
- will be paid at ordinary pay as defined by the Holidays Act 2003
- may be paid out upon written request, or automatically if not taken within the specified period.
- will be paid out upon termination if not taken prior

f) Parental Leave

Employees will be eligible for parental leave in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.

g) Jury Service

Employees must advise their Manager as soon as practicable after receiving notification of Jury service and keep them informed of absence throughout the period of jury duty.

Where employees are summoned to undertake jury duties on a day that is a normal working day for the employee, they will be paid the difference between the fees (excluding reimbursing payments) paid by the Court and ordinary pay provided

- The employee provides the Court expenses voucher to the employer; and
- The employee returns to work immediately on any day they are not serving on a Jury.

These payments shall be made for the full duration of the jury service.

2.9 Education and Training

Employees have an obligation to maintain appropriate competency and professional standards through internal education opportunities and undertaking appropriate qualifications courses that are available or required.

- a) Employees are required to attend training in specific topics as necessary to meet requirements set down by legislation, DHB contracts, Health and Disability Sector Standards and other requirements. Where attendance is deemed mandatory, employees must attend as a condition of employment. In the event of continual non-attendance disciplinary action may be taken.

Where employees are required to attend training they will be paid as follows;

- Normal working hours at ordinary rate

- Hours outside normal working hours will be paid at ordinary rate for the hours of attendance to a maximum of 8 hours per day.
- b) The Selwyn Foundation will make the Level 2, 3 and 4 NZQA Health and Wellbeing Certificate qualifications available to all care and support workers covered by the Pay Equity Settlement Agreement who meet the requirements to undertake them.
- c) Upon request, employees will be given reasonable opportunities to undertake external courses of study or training relevant to their role or employment. Leave, with or without payment, may be approved at Selwyn's discretion.

2.10 Performance Management

a) Performance expectations

The employee is expected to carry out the duties detailed in the job description relevant to their role, and any other lawful and reasonable instruction which may be requested from time to time. These duties are to be performed in accordance with the instructions of the employee's manager, all relevant legislation and Selwyn policy and procedures.

Employees agree that during the term of their employment, they will use their best endeavours to fulfil their duties in accordance with the Christian philosophy and the values of the Foundation.

b) Performance Reviews

An annual performance review will be conducted during the anniversary month of the employee's start date. This involves a one-to-one personal conversation between the employee and their manager. The purpose of this review is to:

- Review the employee's progress and performance in the role;
- Discuss the employee's personal development plan including progress on qualifications;
- Receive any feedback the employee would like to make to ensure Selwyn is a good place to work; and
- Outline any specific or facility objectives for the following year.

c) Disciplinary procedures

The employee's Supervisor or Manager will draw attention to any shortcomings promptly and give informal feedback and coaching. There may be times when a more formal procedure is required, this is outlined in Schedule 5

Notwithstanding the above an employee may be dismissed without notice or payment in lieu of notice for serious misconduct. Refer to clause 2.12.b

2.11 Safety, Quality and Risk

In accordance with the Safety, Quality and Risk policy and the Health & Safety at Work Act 2015, Selwyn is committed to providing and maintaining a safe and healthy work environment for workers, customers and visitors; and as a minimum complying with relevant legislation, codes of practices and guidelines.

To facilitate these objectives the parties will agree to develop and maintain a Worker Participation Agreement.

Selwyn will:

- ensure a worker participation process in accordance with the Health & Safety at Work Act 2015 and the Health and Safety at Work (Worker Engagement, Participation and Representation) Regulations 2016;
- facilitate the election of a Health & Safety representative for each site by staff on that site. Elections will be held every two years;
- ensure at least one union delegate is part of the Health & Safety representative group
- provide appropriate training to each elected Health & Safety Representative to enable them to carry out their responsibilities;
- ensure appropriate training will be provided to all staff in relation to their obligations.

To facilitate these objectives employees will:

- take all practicable steps to ensure their own safety and that of fellow employees and residents, including complying with all health and safety statutory requirements, policies, procedures, training, guidelines and recommendations given;
- immediately report all work related accidents or incidents, which may or may not have resulted in an injury or damage and complete all necessary documentation.
- immediately report to the person in charge any damage or fault to equipment, or the existence of other hazards, that may endanger the health or safety of others as well as themselves.
- raise any concerns regarding workload or work environment with management, and monitor overall work hours, ensuring appropriate breaks are taken and schedule leave to maintain overall wellbeing.

Harassment

Selwyn recognise the undesirability of any harassment in the workplace, and consider that it constitutes unacceptable behaviour. Selwyn will have nominated Harassment Contacts available for all staff. The Harassment contact or Human Resources Manager will provide guidance on appropriate process including where human rights have been impacted or a criminal act may have occurred.

Domestic/Family Violence

Family violence may impact on an employee's attendance or performance at work. In accordance with the Domestic Violence Victims' Protection Act 2019 and Selwyn's Domestic and Family Violence procedures, The Selwyn Foundation will support staff experiencing family violence. This support includes:

- For those experiencing family violence, up to 10 days of paid domestic violence leave (DVL) per annum if the employee needs it. This leave is paid time off work to help the employee deal with the effects of domestic violence, e.g. 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 half days. Employees should give as much notice as is practicable. All requests will be confirmed by management without delay.
- To support safety planning and avoidance of harassing contact, the employer will consider any reasonable request for short-term flexible working arrangements from an employee experiencing family violence. This may include:
 - changes to hours and days of work, 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 may also qualify for up to 10 days domestic leave to support a child who has experienced domestic violence as long as the child resides with the employee for some of the time.

An employee not directly affected by family violence but who supports a person experiencing family violence may take up to 5 days unpaid leave at management's discretion to accompany them to court, to hospital, or to mind children.

All personal information concerning family violence will be kept confidential.

Proof of family violence will be required 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.

2.12 Termination

a) Notice period and payment in lieu

In the event that either party wish to terminate this agreement, the following notice period must be given in writing to the other party:

- Four weeks for Registered and Enrolled Nurses employed on or after 1 June 2019; or
- Two weeks for all other staff.

This notice may be varied by mutual agreement.

Payment may be made in lieu of notice or two weeks (or four weeks) wages, as per criteria above, or be forfeited as the case may be (or such lesser period as has been agreed). 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 (or four) weeks immediately following the termination.

Where notice of termination has been given by either party, Selwyn may direct the employee;

- to undertake alternate duties directly related to their position; or
- not to report for work, if Selwyn has reasonable grounds to believe that reporting for work will cause a risk to Selwyn's operations, or to health and safety.

Selwyn will consult with the employee before this decision is made. Up to the termination of employment, the employee will remain bound by the terms of this agreement.

b) Serious misconduct

Notwithstanding the above notice period, in the event of serious misconduct, serious non-observance of the terms of employment or serious neglect of duties an employee may be dismissed without notice or payment in lieu of notice.

c) Abandonment

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

d) Redundancy

Notice period

When an employee's employment is terminated by reason of redundancy, employees will be given four weeks' notice, or payment will be made in lieu of notice.

Employees will be obliged to work out the notice period, except where they obtain alternative employment that would require a start date prior to the expiry of the notice period. In this case, Selwyn may agree to waive the remaining period of employment or part thereof. Consent should not be unreasonably withheld in such cases.

Compensation

Employees will be entitled to redundancy compensation as specified in Schedule 4, unless:

- The employee is offered reasonable alternative employment on substantially the same terms and conditions, or terms that are acceptable to the employee; OR
- Where the work of an employee is contracted out, or the business or any part of it is sold, transferred or merged and the new employer has offered employment on terms and conditions that are no less favourable overall than those contained in this agreement or are acceptable to the employee.

If either of the above conditions apply, no compensation will be due.

Support provided

Every effort shall be made to enable mutually agreed redeployment.

Outplacement support will be provided to assist employees including preparing resumes; setting up and preparing for interviews; and counselling. Employees will be entitled to reasonable paid time off to attend job interviews while working out the notice period.

e) Certificate of service

Upon termination of employment Selwyn will provide an employee with a certificate of service stating dates and roles held during employment.

2.13 Employee Protection

If the business (or part thereof) is to be sold, transferred or contracted out to another person, (“the new employer”) with the effect that the employee’s work (or work substantially similar to their work) is to be performed by employees of the new employer, Selwyn will:

- As soon as is reasonably practicable, taking into account the commercial requirements of the business, start negotiations with any potential new employer concerning the impact of the restructuring on the employee’s position, and
- Use our best endeavours to seek offers of employment with the new employer, including negotiating with the new employer as to whether employees would transfer to the new employer and if so whether this would be on the same terms and conditions of employment.

In the event the employee does not transfer to any potential new employer, for whatever reason, the redundancy entitlement will be determined in accordance with the redundancy provisions outlined in this agreement.

This clause does not apply if there is a sale or transfer of any or all of the company’s shares; or the company is in receivership or in liquidation.

In accordance with Section 6A of the Employment Relations Act specific conditions relate to the protection of employees who provide cleaning, food catering, orderly or laundry services. As provided for in the act (as amended from time to time) employees engaged in cleaning

services, food catering services or laundry services at Selwyn shall be entitled to transfer their employment, including their terms and conditions, to any new employer taking over their work regardless of size.

2.14 Resolving Employment Relationship Problems

In the event that there is an employment relationship problem the provisions of Schedule 6 will apply.

2.15 Confidentiality and Intellectual Property

During employment employees will obtain, or have access to, confidential and commercially sensitive information concerning Selwyn, our Residents and Clients, or our related entities, their business affairs, property, residents, directors and employees.

Employees must not, during employment or thereafter, make use of, publish or disclose to any person this confidential information except for purposes directly relating to furthering our business objectives. In which case employees must ensure they have approval beforehand and take the necessary measures, or follow any instructions, to ensure that confidentiality is protected.

Upon termination of employment, employees must return all property that belongs to Selwyn, including uniforms, papers, keys and equipment. Employees may not retain any confidential information, documents or reports which relate to the business of the Selwyn Foundation Group, its clients or suppliers and must not make any copies without prior authorisation.

This clause continues to apply after employment has ended.

2.16 Licences and Qualifications

It is the employee's responsibility to obtain and maintain all licences and qualifying certificates that entitle them to legally practice their profession or carry out duties with Selwyn.

Employees must provide Selwyn with a current and valid record of any practicing certificate or qualification that is required to practice, or to qualify for a specific pay rate or allowance.

Should an employee fail to maintain or lose any such qualification or licence that is required for them to carry out any part of their designated duties, they must notify their Manager immediately. Where this has occurred Selwyn may review the employee's ongoing employment.

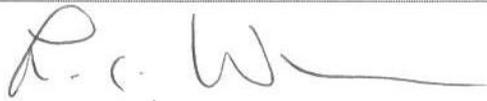
Where a registered nurse or enrolled nurse is employed to work as such by the Employer and is therefore required to hold a practicing certificate, Selwyn will reimburse the cost of a practicing certificate as it comes due upon provision of the original invoice and receipt.

Licences and qualifications include, but are not limited to:

- Annual Practicing Certificate
- Drivers licence

PART THREE - SIGNATORY PARTIES

FOR THE SELWYN FOUNDATION:

Full Name	Lisa Watkins
Signature	
Date	18/6/19

FOR AND ON BEHALF OF THE NEW ZEALAND NURSES ORGANISATION:

Full Name	Katy Watabe
Signature	
Date	20/6/2019

FOR AND ON BEHALF OF E iū:

Full Name	Dayna Townsend
Signature	
Date	23-6-19

PART FOUR - SCHEDULES

Schedule 1 - Definitions

Term	Definition
Week	Day workers – the seven days computed from midnight to midnight covered by the pay week. Night workers – the seven days computed from noon to noon covered by the pay week
Base hourly rate	The base rate set based on agreed pay scale for each hour worked.
Ordinary weekly pay*	Means the amount of pay received for an ordinary working week
Average weekly earnings	For those who have worked 12 months or more – the average weekly earnings for the 12 months immediately before the end of the pay period before the holiday commenced. For those who have worked less than 12 months – the average weekly earnings for the period up to the end of the pay period before the holiday commenced.
Relevant daily pay*	Means the amount the employee would have received if they had worked on that day including overtime
Average daily pay	Is calculated by dividing <u>Employees gross earnings for 52 calendar weeks</u> Number of days (whole or part) paid during this period
Night shift	Means a duty or shift commencing at or after 9 p.m. and concluding at or before 8 a.m. on the following day.
Weekend	Means the period between midnight Friday and midnight Sunday
Ordinary hours	These terms mean the time to be worked within the limit of daily hours on any day and is not overtime
Duty	
Shift	
Hospital Duty Leader	Means a Registered Nurse designated as the Hospital Duty Leader in the absence of a more senior nurse on duty in a hospital

* excluding any employer contribution to a superannuation scheme (e.g. Kiwisaver)

Schedule 2 – Pay scales

Steps

The Collective Agreement will specify the range of rates for each position, and the criteria applied for achieving that rate. Staff covered by the coverage clause will be placed on a published pay rate based on one of these steps. Refer to the Pay Scale Steps procedure document for the requirements to progress up the steps for each role or group of roles.

Care and Support workers will commence on the pay scale based on their current qualifications (as per the Care and Support (Pay Equity) Settlement Act 2017) and will progress through the scale on 1st July as detailed. In addition Care and Support workers may progress through the scale during the year as relevant qualifications are achieved. For those employed on or after 1 July 2017, progression up the pay scale will be based on achievement of the recognised qualification ONLY, as shown in the second table under Pay Scale 1 below.

Care and Support workers employed prior to 1 July 2017 may progress through the pay scale based on relevant qualifications and/or Selwyn service, as shown in the first table under Pay Scale 1 below.

For all other employee categories, position on the pay scale may be influenced by qualifications and relevant work experience. For the purpose of this agreement, previous experience will be experience relevant to the role they are being employed to perform, and may include (but is not limited to):

- the Selwyn Bureau
- a residential aged care facility
and/or
- a District Health Board (for Nurses and service workers)

These employees will progress through the scale on anniversary with evidence they have completed

- Selwyn Orientation
- Required training during the year
- Relevant Selwyn service

Employees on Leader level in any pay scale are not eligible for extra responsibilities allowance as this is included in base rate.

Pay Scale 1 – Care and Support Workers

This pay scale is a 5-year pay scale established as a result of the Pay Equity Settlement that came into effect from 1 July 2017. These scales shall apply to those in positions of care and support work, namely:

- Caregiver
- Activities Co-ordinator and Activities Assistant
- Diversional Therapist – in training (unless covered by Pay Scale 4)
- Physio Assistant

For care and support workers employed **prior to 1 July 2017**, progression up the pay scale may be based on continuous length of service with Selwyn **OR** upon gaining one of the recognised qualifications, as shown in the table below.

Length of Service	Qualification	Pay Band	1 July 2019 Year 3 & 4	1 July 2021 Year 5
<3 years' service OR	Level 0*	L0	\$20.50	\$21.50
3+ to 8 years' service OR	Level 2*	L2	\$21.50	\$23.00
8+ to 12 years' service OR	Level 3*	L3	\$23.00	\$25.00
12+ years' service	Level 0*	L4a	\$24.50	\$26.00
	Level 4*	L4b	\$25.50	\$27.00

Note: An unqualified care and support worker who was employed before 1 July 2017 but completes 12 years continuous service with Selwyn on or after 1 July 2017 will progress to Level 4a and will not progress to Level 4b until they achieve the relevant L4 qualification.

For care and support workers employed **on or after 1 July 2017**, progression up the pay scale will be based on achievement of a recognised qualification **ONLY**, as shown in the table below.

	1 July 2019 Years 3/4	1 July 2021 Year 5
L0 Unqualified	\$20.50	\$21.50
L2 Level 2 Qualification	\$21.50	\$23.00
L3 Level 3 Qualification	\$23.00	\$25.00
L4 Level 4 Qualification	\$25.50	\$27.00

Recognised Caregiver Qualifications

In accordance with the Care and Support Workers (Pay Equity) Settlement Act, qualifications must be Level 2, 3 or 4 New Zealand Certificates in Health and Wellbeing issued by NZQA or a qualification, including an overseas qualification, that is recognised by the relevant industry training organisation as being equivalent to the New Zealand Certificate in Health and Wellbeing at level 2, 3 or 4.

Pay Scale 2 – NZ Enrolled Nurse

This pay scale shall apply to those in positions of NZ Enrolled Nurse:

Qualification	Experience	2019
NZ Enrolled Nurse	3+ years	\$27.41

Pay Scale 3 – NZ Registered Nurse

This pay scale shall apply to those in positions of NZ Registered Nurse:

Step	Qualification	Experience	2019
1	NZ Registered Nurse	Entry level – limited relevant experience	\$28.14
2	NZ Registered Nurse	1+ years relevant experience	\$28.96
3	NZ Registered Nurse	2+ years relevant experience	\$29.87
4	NZ Registered Nurse	3+ years relevant experience	\$31.55
5	NZ Registered Nurse	4+ years relevant experience	\$35.07
6	NZ Registered Nurse: Leader – progression based on merit, qualifications and experience		30.83 – 33.63 \$35.07 - \$38.00

Pay Scale 4 – Care Supervisors and Diversional Therapists

This pay scale shall apply to those in positions of Care Supervisor and qualified Diversional Therapist. Any employee working towards their Diversional Therapist qualification who is employed in the position of Diversional Therapist will be paid under Pay Scale 1, until such time as they receive the L4 NZQA approved qualification.

Range	2019
Rate assigned at manager's discretion, based on merit, qualifications, experience and degree of responsibility assigned	\$25.50 – \$26.50

Pay Scale 5

This pay scale shall apply to those in positions of

- Cleaner
- Kitchen Assistants
- Laundry staff including Assistants and Leading Hands

Step	Qualification	Experience	2019
1	Unqualified	< 3 year	\$18.50
2	Unqualified	3+ years	\$18.83
	Level 2 – relevant qualification	< 3 years	
3	Level 2 – relevant qualification	3+ years	\$19.37
	Level 3 – relevant qualification	< 3 years	
4	Level 3 – relevant qualification	3+ years	\$19.91
5	Leader		\$20.90 – \$24.03

Roles with Minimum Pay Rates

For the following roles, the following minimum rates will apply.

Position	2019 (minimum rate)
Resident Hospitality	\$24.00
Village Administrator	\$21.00
Resident Services Representative	\$21.00
Village Receptionist	\$18.50
Home Services	\$18.50
Maintenance Operative	\$18.50
Groundsman/Gardener	\$18.50
Driver	\$18.50

Individual rates above the minimum and any allowances will be assigned at manager's discretion. Schedule 3 Allowances will not apply.

Schedule 3 – Allowances

Allowance Type	Notes	Amount	Basis
Night shift / duty	All staff except below	\$6.95	Per full duty worked
	Employees who work at Selwyn Heights as at 9 Nov 2015	\$1.01	Per hour of night duty
Broken shift/duty		\$7.38	Per shift / duty
Weekend rate	Care and Support Workers identified in Pay Scale 1 and Pay Scale 4 employed <u>prior to 1 July 2017</u>	As individually assigned in accordance with Pay Equity Settlement	
		3.15	3.94
		3.29	4.11
		3.47	4.37
		3.66	4.58
	Care and Support Workers identified in Pay Scale 1 and Pay Scale 4 employed <u>on or after 1 July 2017</u>	\$2.25	Per hour worked between midnight Friday and midnight Sunday
	Other employees at: Selwyn Heights; & Selwyn Waikato	Additional 20% of base hourly rate (T + ¹ / ₅)	Per hour worked between midnight Friday and midnight Sunday
	Other employees at: Selwyn Park Selwyn Village Selwyn Oaks Laundry	Additional 25% of base hourly rate (T + ¹ / ₄)	Per hour worked between midnight Friday and midnight Sunday
Christmas Day		Additional 100% of base hourly rate (Double time)	Ref clause of contract (for hours worked on 25 th Dec only)
Overtime		Additional 50% of base hourly rate (T ¹ / ₂)	
Hospital Duty Leader *	Registered Nurses only (except those below)	0.60c	Per hour
Extra Responsibilities *	Caregiver	0.25	Per hour
	Enrolled Nurse	0.45	Per hour
	Registered Nurse	0.55	Per hour
Uniform		0.85	Per Day Worked
Meal Allowance		\$6.78	Per meal
Medication Administration Allowance	Caregiver – with medication competencies	\$5.00	Per shift where responsibility is allocated

* Payable for all steps **except 'Leader'** where extra responsibilities and leadership tasks are expected and have been included in the base rate.

Extra responsibilities allowance is payable while the employee holds one or more of these responsibilities, or other responsibilities that are added from time to time:

- Health & Safety Representative
- Manual Handling trainer
- Trained Harassment contact person
- Caregiver in charge (stand-alone rest home) in the absence of a more senior person
- NZQA standards Assessor
- Trained Continence Co-ordinator
- Restraint minimization Co-ordinator (RN only)
- Infection control Co-ordinator (RN only)

Requirements for training and criteria for maintaining allowances is set out in procedures.

Schedule 4 – Redundancy Compensation

Employer	Criteria	Compensation entitlement
The Selwyn Foundation	Listed Selwyn Foundation who were entitled to receive redundancy compensation as at 9/11/2015.	4 weeks for first year and 2 weeks thereafter (full years) 4+2 uncapped
The Selwyn Foundation	All other employees	4 weeks for first year and 2 weeks thereafter (full years) up to a maximum of 12 weeks. 4+2 capped to 12 weeks.

Schedule 5 – Disciplinary Procedures

Where any formal disciplinary process is undertaken

The Employer will

- investigate the problem
- raise their concerns with the employee
- give the employee a reasonable opportunity to respond
- consider any explanation provided by the employee before making a final decision.
- provide written confirmation of the outcome including any warnings or dismissal
- where dismissal is determined and justified, ensure approval is obtained from a senior representative of Selwyn in accordance with policy, and that advice of dismissal is given in the presence of a witness.

The employee will

- have the opportunity to seek advice and support at any time during the process
- have the opportunity to have a support person present at meetings related to the process and have reasonable opportunity to arrange this. The unavailability of a particular person shall not be used to frustrate Selwyn's right to proceed.
- request copies of any documentation or evidence relating to the problem

Suspension

An employee may be suspended while an allegation of misconduct or incompetence is being investigated, or if they are incapable of effective work (e.g. because of the influence of drugs or alcohol). If suspension is being considered the employee will be advised of the reasons for the suspension and their views will be taken into consideration before a decision to suspend is confirmed.

Reasons for suspension may include:

- Unauthorised possession or removal of property or money belonging to the company, residents, another employee, clients, suppliers or contractors
- Conduct towards residents that may be detrimental to the resident
- Violence against another employee
- Serious harassment of another employee
- Gross negligence
- Risk of serious harm to the employee or other employees
- The employee's presence at work would prejudice investigation of the circumstances
- The employee could destroy/tamper with evidence or intimidate witnesses.
- The employee's presence at work is likely to damage the employer's business interests.

During the suspension period the employment relationship continues and the employee continues to be bound by the terms and conditions of their employment agreement. During suspension the employee may be assigned reasonable alternate duties; or excluded from all or any premises; and may be instructed to have no contact with Residents, Clients or other staff.

Suspension will be for the shortest period possible and is on pay pending any decision as to what further action, if any, may be taken.

Progressive Warnings

To be read with clause 2.10 c, and any relevant policy and procedures

Step 1	First warning	A senior person shall advise the employee: <ul style="list-style-type: none"> • of the behaviour or performance that is unsatisfactory, • of what action to take to correct the problem, if applicable, • of the consequences should unsatisfactory behaviour or performance continue.
Step 2	Final warning	An employee whose performance continues to be unsatisfactory shall receive a final warning. The warning procedure shall follow the manner of the first warning but in addition the employee shall be advised that further unsatisfactory performance or conduct will result in dismissal.
Step 3	Dismissal	An employee who has received both warnings and continues to engage in unsatisfactory behaviour or performance will be liable to be dismissed in accordance with the termination clause of this agreement.

Schedule 6 – Procedure for resolving employment relationship problems and personal grievances

Introduction

This procedure applies to the settlement of all employment relationship problems and personal grievance matters within The Selwyn Foundation.

You are reminded that a Personal Grievance is about a situation where you feel aggrieved because of an action, or actions, taken by us. Any staff member may use this procedure and has the opportunity to have a support person, e.g. Union delegate or Union official present at a meeting.

If you feel that you have been treated unfairly, we urge you to first raise the matter with us. We will do everything we can to resolve it as soon as possible after the event.

Procedure

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

Step 1

The employee should first speak with their manager. If for any reason the employee does not feel they can raise it with their manager, they should speak to another manager, or someone

else who can deal with it, so we can deal with the concern at once.

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 the dismissal or the action came to the employee's notice, whichever is the later.

Step 2

If you (or your chosen representative) prefer to raise any matter with us in writing, or if any matter you have raised in Step 1 has not been resolved, you should write a letter regarding your problem or grievance, covering three points:

- Details of your problem or grievance;
- Why you feel aggrieved;
- What solution you seek to resolve the matter.

Step 3

If further attempts are unable to resolve the problem, either the employee or the employer may apply to Ministry of Business, Innovation and Employment (MBIE) for mediation service assistance. This may include:

- Provision of information or explanations as to where information can be found by way of telephone, fax, e-mail or internet;
- Provision of information through pamphlets, brochures or booklets;
- Specialist services, including mediation hearings and meetings.

You may refer to the Mediation Service for assistance with an employment relationship problem, at www.mbie.govt.nz or on 0800 20 90 20

Step 4

If the employment relationship problem is unable to be resolved with the assistance of the Mediation Service, the employee/s or the Foundation will be able to proceed to the Employment Relations Authority, which will provide an investigatory process and will issue a written decision.

The employee/s and the Foundation will be able to go to the Employment Relations Authority without first obtaining mediation assistance.

Step 5

In certain circumstances, the employee/s or the employer will be able to appeal to the Employment Court and the Court of Appeal if they are unhappy with the outcome at the Employment Relations Authority.