



The Anglican Methodist South
Canterbury Glenwood Home Trust
Board



E TŪ INCORPORATED
and
The New Zealand Nurses Organization



**COLLECTIVE EMPLOYMENT
AGREEMENT**

Term of Agreement
1st August 2022 until 31st July 2023

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Glenwood Home Collective Employment Agreement

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1. PHILOSOPHY OF GLENWOOD HOME AND COMMUNITY

Glenwood Trust Board endeavours to provide a safe, supportive and caring environment for people in their advancing years within Glenwood Community (comprising village, home and hospital). This will be achieved by the working together with the Trust Board, staff and the residents and their families to ensure a better understanding of the ageing process and associated limitations to guide the delivery of exemplary care. Glenwood endeavours to maintain a healthy working environment and to be a good employer, and to have safe staffing levels on each shift, with an appropriate mix of skills and knowledge. All our residents have the right to high standards of care, support and respect, and to have their privacy and independence safeguarded as much as possible. A staff handbook has been developed to assist and serve as a resource and guide to be observed by all employees.

2. PARTIES TO THE AGREEMENT

Between The Anglican Methodist South Canterbury Glenwood Home Trust Board

And

E TŪ INCORPORATED hereafter known as E tū or the unions

And

The New Zealand Nurses Organization or the unions

3. COVERAGE

- 3.1.1 To provide terms and conditions of employment for those members of E TŪ INCORPORATED or The New Zealand Nurses Organization who are employed as Registered Nurses, Enrolled Nurses, Health Care Assistants (HCA's), Cleaners, Kitchen Staff, Activities Officers, Diversional Therapists, Laundry Staff, Caretakers, Gardener and any other E TU members employed at Glenwood Home, Timaru, under the provisions of the Employment Relations Act 2000.

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- 3.1.2 All new employees for the first 30 days, during which time they can choose to become a member of E tū or NZNO and continue to be covered by this CEA after the first 30 days has expired. Due to the constructive nature of the ongoing relationship between Glenwood Home and the Unions, Glenwood Home will continue to respect and facilitate enquiries regarding Union Membership. The induction package for all new employees will include an introduction to on-site Union delegates.
- 3.1.3 This Agreement supersedes any previous agreements, arrangements, understanding or individual terms of employment that may have applied prior to the signing of this contract.
- 3.1.4 Savings Clause - Except where the employer party and the employee mutually agree in writing, no worker shall have their wages or hours of work reduced by virtue of the coming into effect of this agreement.
- 3.1.5 The employee parties to this contract agree to abide by the rules, regulations, policies and/ or procedures as may be current from time to time to ensure the smooth operation of Glenwood Community and achieve the philosophy of the employer.

4. HOURS OF WORK

- 4.1 The ordinary hours of work shall not exceed 80 hours per fortnight, to be worked on any five days of the seven days of the week. However, additional hours may be worked by mutual agreement.
- 4.2 No duty shall exceed eight hours of work without the payment of overtime.
- 4.3 The employee shall not be required to work longer than five hours without a half-hour meal break.
- 4.4 The employee shall not be required to work longer than two and a half hours without a ten-minute refreshment break.

Meal and tea breaks will normally be staggered. In arranging the breaks, clinical staff will ensure that cover is available at all times

- 4.5 Employees may be required to work broken shifts. No shift shall be less than two hours, and an allowance of \$3.03 shall be paid where the break exceeds one hour. Where an employee chooses to cover another staff members' shift (by reason of illness, annual leave, etc.), the second shift shall not be considered a broken shift unless by prior agreement with management.

- 4.6 Hours of work on broken shifts shall be completed within a period of twelve hours computed from starting to finishing time, including meal and refreshment breaks.
- 4.7 No employee shall be rostered to commence duties less than eight and a half hours after the termination of the previous full duty.
- 4.8 Employees whose duty falls between the hours of 11.00 pm and 7.00 am the following day shall be paid the "night rate" specified.
- 4.9 Duty rosters, specifying the number of hours to be worked per day, the days of the week on which work is to be performed, and the starting and finishing times, shall be notified two weeks in advance to employees. Duty Rosters shall be prepared for a six-week period in each instance.
- 4.10 Duty rosters shall not be changed during the six-week period without the agreement of the employee except in an emergency.
- 4.11 Employees shall only exchange duties with the employer's approval.
- 4.12 Every endeavour shall be made by employees to communicate absence/reason for absence to the employer. Where an employee absents herself/himself from work for two consecutive rostered days of work without the consent of the employer, or, without satisfactory cause, she/he shall be deemed to have terminated her/his employment.

VARIATION TO STAFFING STRUCTURE AND HOURS OF WORK

- 4.13. The employer may, for commercial reasons due to trading circumstances, change the specified hours of work or duties of any employee in consultation with staff. All substantive changes should also involve consultation with the Union.
- 4.14. Where a change of hours or duties is necessary, the employer will, in the first instance, seek submissions to the proposal and voluntary employee offers to change.
- 4.15. Where there are insufficient voluntary employee offers to change, the employer will consult with individual employees likely to be affected by the change, in an effort to mutually agree on the change. Whenever practical, reduced hours will be spread as evenly as possible.
- 4.16. Where actions are taken in respect of 4.13, 4.14, 4.15, above fail to produce the necessary changes to hours of work, the employer may affect the change by giving two weeks' notice in writing to the employees affected.

- 4.17. Whenever practical, an employee whose hours of work or duties have been changed will be given first preference to return to his/her former duties if circumstances permit.

5. WAGES AND ALLOWANCES

Enrolled Nurse

Step 1	\$28.21
Step 2	\$29.21*
* Step 2	- After completion of 1387 hours of work

Registered Nurse

Step 1 (1 st year post registration)	\$33.80 ¹
Step 2	\$35.15
Step 3	\$36.85 *
Step 4 (new)	\$38.22 *

- ¹ After 12 months of satisfactory performance post-registration
- Progression: By annual increment at anniversary date subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised.

HCA and Activities staff

The hourly wage for a care and support worker who is employed by an employer immediately before 1 July 2017 is the greater of the worker's hourly wage under clause 2 and the applicable amount in the following table:

<u>Worker's length of service with employer</u>	<u>From July 1st 2017</u>	<u>July 1st 2018</u>	<u>July 1st 2019</u>	<u>July 1st 2021</u>
Less than 3 years	\$19.00	\$19.80	\$20.50	\$21.50
3 years or more but less than 8 years	\$20.00	\$21.00	\$21.50	\$23.00
8 years or more but less than 12 years	\$21.00	\$22.50	\$23.00	\$25.00
12 years or more if subclause (2) applies	\$22.50	\$23.50	\$24.50	\$26.00
12 years or more if subclause (2) does not apply	\$23.50	\$24.50	\$25.50	\$27.00

(2) This subclause applies to a care and support worker if—

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

(3) In this clause, a care and support worker's length of service is the length of time that the worker has been continuously employed by the worker's current employer (but, if paragraph (a)(vii) of the

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definition of continuous employment in section 5 applies, includes the length of time that the worker was continuously employed by the worker's previous employer).

The hourly wage rates for workers employed on or after 1 July 2017

The hourly wage for a care and support worker who commences employment with an employer on or after 1 July 2017 is the applicable amount in the following table:

<u>Worker's level of qualification</u>	<u>From July 1st 2017</u>	<u>July 1st 2018</u>	<u>July 1st 2019</u>	<u>July 1st 2021</u>
No relevant qualification	\$19.00	\$19.80	\$20.50	\$21.50
Level 2 qualification	\$20.00	\$21.00	\$21.50	\$23.00
Level 3 qualification	\$21.00	\$22.50	\$23.00	\$25.00
Level 4 qualification	\$23.50	\$24.50	\$25.50	\$27.00

Support Workers (Pay Equity) Settlements Act 2017 - 1 July 2022 to 31 December 2023

L0	\$23.26
L2	\$24.06
L3	\$26.16
L4a	\$27.20
L4b	\$28.25

Glenwood agrees to provide support for care and support workers to attain qualifications.

- The New Zealand Certificate in Health and Wellbeing Level 2 (or equivalent) within the first 12 months of employment; and
- The New Zealand Certificate in Health and Wellbeing Level 3 (or equivalent) within the first 36 months of employment; and
The New Zealand Certificate in Health and Wellbeing Level 4 (or equivalent) within the first 72 months of employment.

Household Staff

Domestic Staff

Step 1	\$23.26
Step 2	\$23.47
Step 2	After 12 months of service
	\$24.00
Step 3	After another 12 months service

Cooks

Cook	\$25.00
Senior Cook	\$26.31
Kitchen Manager	\$27.79

- * Step 2 - After 12 months of service
- ** Step 3 - After another 12 months of service

Caretaker/Maintenance
staff

Step 1 (start rate-inexperienced)	\$26.19
Step 2	\$27.37
Step 3	
* Step 2	After 12 months of service

Gardener

Step 1 (start rate-inexperienced)	\$23.26
Step 2	\$23.47
Step 3	\$24.00
Head Gardener	\$26.00
* Step 2	After 12 months of service
** Step 3	After another 12 months service

- 5.2. The above rates are minimum rates. Management is at liberty to pay wages in excess of these minimum rates. Progression to the next pay step is paid on the anniversary of the staff members starting date, and staff must meet all of the specified staff educational requirements. Pay rates will only be made as per these steps, and any skipping of the steps will only be considered for extraordinary work performance over the year. All workplace-related training, as required by the employer, will be paid by the employer, i.e. course materials and attendance at required course-related training, e.g. Health and Safety, First Aid.
- 5.3. Wages shall be paid fortnightly by direct credit to the employee's nominated bank account. Wages will be processed through the Employer's banking facility on the

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Wednesday immediately following the end of the pay period, to be available after midnight that night, which is Thursday morning. The pay period runs from Monday to Sunday. The exception is when a public holiday intervenes with the payday in which case wages shall be paid on the next working day.

- 5.4. The employer shall provide details of how an employee's pay has been calculated.
- 5.5. The employer shall be entitled to make a ratable deduction from an employee's wages due to the default of that employee, or for sickness in excess of paid sick leave entitlement, or agreed over-payment of wages pursuant to the "Wages Protection Act."
- 5.6. Time worked in excess of the ordinary hours specified, shall be paid at the rate of time and a half for the first three hours and double time thereafter. This clause shall not apply to overtime hours worked as a result of arrangements made between individual employees.
- 5.7. A meal will be provided to all employees required to work overtime for more than one hour at the completion of their usual shift if such overtime extends into their meal break entitlement.
- 5.8. A meal will be provided for all staff required by management to stay on-site during their meal breaks.
- 5.9. A night rate of \$2.50 per hour will be paid to staff across the hours of 11 pm, and 7 am the following day.
- 5.10. A short notice shift allowance of \$1.75 per hour will be paid to an employee who is requested and agrees to commence a shift within 2 hours of being contacted by the manager or duty leader. The allowance will be paid for all hours worked on that shift.
- 5.11. A weekend allowance of \$3.00 per hour will be paid for all hours worked by all staff between the hours of midnight Friday, and 7 am Monday morning.
- 5.12. All staff will be paid a minimum of 2 hours in any circumstances when they are required to work by the employer for periods under 2 hours.
- 5.13. An On-Call allowance of \$40.00 per day is to be paid to RN's who are required to be on call.
 - (i) If an RN is called in on a public holiday, they shall receive T1.5 for all hours worked and a day in lieu.
 - (ii) If an RN is called in on a weekend, they shall receive T1.25 for all hours worked.
 - (iii) An RN will receive a minimum of 2 hours pay for any call in attended.

- 5.15. Higher Duties Allowance of \$1.00 per hour will be paid when a person takes on the role and responsibility of a senior staff person for more than a week

6. PERMANENT PART-TIME EMPLOYEES

Permanent Part-time employees are employees who are regularly employed for less than forty hours per week. Part-time employees are covered in this Employment Agreement and shall be entitled to receive pro-rata, the entitlements provided in this contract subject to Clause 3 of this Agreement.

7. YOUTH EMPLOYEES

Youth employees will be paid as per the requirements of the Minimum Wage (New Entrants) Amendment Act 2007.

8. CASUAL EMPLOYEES

Casual employees are employees, employed on an "as and when required" basis. Casual employees shall be paid a minimum of two hours on any day they are required to work. Casual employees are included in this Employment Agreement and shall be entitled to receive pro-rata, the entitlements provided in this contract subject to Clause 3 of this Agreement.

9. PUBLIC HOLIDAYS

- 9.1 Public holidays shall be allowed in accordance with the provisions of the Holidays Act 2003 which provides for 12 paid holidays each year where the public holidays fall on days that would otherwise be working days for the employee.
- 9.2 The public holidays shall be:
- Christmas Day
 - Boxing Day
 - New Year's Day
 - 2nd January
 - Good Friday
 - Easter Monday
 - ANZAC Day
 - Labour Day
 - Waitangi Day
 - Anniversary Day
 - Birthday of the Reigning Sovereign
 - Matariki

- 9.3 The employee agrees that due to the nature of the employer's business, the employee may be required to work on any or all of the public holidays. The employer agrees to try and accommodate requests by employees to have the public holidays off.
- 9.4 Where the employee is not required to work on a public holiday that falls on an ordinary working day for that employee, the employee shall receive payment for the day at the rate of the employee's relevant daily pay.
- 9.5 If an employee works on any of the public holidays the employee shall be entitled to payment of that portion of the employee's relevant daily pay that relates to the time actually worked, plus half of that amount again (time and a half).
- 9.6 If the employee works on a public holiday or part of a public holiday and it is a day that would otherwise be a working day for them, then the employee will also be entitled to an alternative holiday (a day in lieu).
- 9.7 An alternative holiday shall be taken on a day that is mutually agreed upon between the employer and the employee. For practical and financial reasons, the employer would prefer that staff take their alternative holiday within three months of accruing the leave and recommend that staff 'tack' this alternative holiday onto their day weekend. An alternative holiday may be taken at a date mutually agreed upon between the employer and the employee. Where mutual agreement cannot be reached, the employee may specify a date but first must take into account the employer's view of the convenience of taking the alternative holiday at that time and must give not less than 14 days' notice to the employer.
- 9.8 If an employee has not taken an alternative holiday within 12 months of the entitlement arising then:
- (1) The employer may direct the employee to take such holiday upon giving the employee not less than 14 days' notice; or
 - (2) The employee and employer may agree to exchange the alternative holiday for an agreed payment.

10. ANNUAL LEAVE

- 10.1 Annual leave shall be allowed in accordance with the provisions of the Holidays Act 2003. Except as otherwise provided, every employee shall at the end of each year of employment become entitled to an annual holiday of four weeks, pro-rated on the basis of actual hours worked and paid on the basis of the employee's ordinary weekly taxable earnings, or their average weekly earnings over the last twelve months, whichever is the larger.

- 10.2 An employee who has completed eight years continuous service with the employer, shall for the eighth and subsequent years be entitled to FIVE weeks annual leave.
- 10.3 If it is agreed that new employees (who have not completed their first year's continuous service) shall take paid annual leave, then that annual leave shall be calculated as 8% of their gross earnings to date.
- 10.4 Annual leave shall be taken at a time agreed to between the employer and employee, with at least one months' notice in writing, and shall be confirmed within fourteen days. More notice may be required over the Christmas period.
- 10.5 Annual leave must be taken within 12 months after falling due, unless mutually agreed to in writing.

11 LONG SERVICE LEAVE

- 11.1 An employee shall be entitled to the following special leave in respect of long service:
- One special two-week leave after completion of 15 years and before the completion of 25 years of current continuous service with the employer.
 - One special three-week leave after the completion of 25 years and before the completion of 35 years of current continuous service with the employer.
 - One special five-week leave after completion of 35 years current continuous service with the employer.
- 11.2 All such long service leave shall be calculated on ordinary pay as defined in the Holidays Act 2003 and may be taken in one or more periods, and at such time as may be agreed by the employer; based on the employee's ordinary weekly taxable earnings, or their average weekly earnings over the last twelve months, whichever is the larger.

12. SICK AND DOMESTIC LEAVE

- 12.1 Current permanent employees, on the completion of six months continuous service with the employer, shall be entitled to 10 days sick/domestic leave on ordinary pay. Thereafter, and for each subsequent year of current continuous service with the employer, an employee shall be entitled to 10 days sick/domestic leave on ordinary pay, for each year completed service. Sick/Domestic leave may accumulate up to 35 days.
- 12.2 Sick/domestic leave may be taken when the employee is sick and/or when the employee is required to stay at home due to the illness of the employee's spouse, dependent child or parent.

- 12.3 The employer may require a medical certificate for absence of three consecutive days or more sick/ domestic leave. However, if a member of staff is excessively going sick, the employer may require a certificate after one day. (This certificate will be at the employer's expense).
- 12.4 The employer is to be advised as soon as practicable on the first day of absence, of staff non-attendance due to sickness or domestic need.
- 12.5 When a situation arises that a staff member has no available sick leave entitlement, then management may provide additional sick leave entitlement. This entitlement will be made (or not made) at the discretion of management and will be considered on each individual set of circumstances on a case by case basis.

13. FAMILY VIOLENCE

13.1 General Principle

The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance, performance and/or their safety at work. Therefore, the employer is committed to support staff that experience family violence.

13.2 Entitlements

The employer will support employees who have or are experiencing family violence consistent with the Holidays Act 2003 and the Employment Relations Act 2000 will be entitled to request:

- (a) Up to 10 days of paid leave in accordance with Sub-Part 5 of the Holidays Act 2003; and/or
- (b) Flexible working arrangements and other variations to the terms of their employment in accordance with Part 6AB of the Employment Relations Act 2000. The employer may require proof that an employee is the victim of family violence consistent with the Holidays Act 2003 and the Employment Relations Act 2000.

14. BEREAVEMENT LEAVE

- 14.1 Paid bereavement leave, up to three consecutive working days shall be allowed to an employee on the death of anyone with whom the employee maintained a family or family-like relationship; or any special case where the employee is responsible for making funeral arrangements.

- 14.2 Bereavement leave or time off work to attend funerals for other people, with whom the employee had a special relationship, may be granted after consultation with the Manager. An additional day may be granted for reasons of cultural sensitivity. Approval will be given on a case-by-case basis, and will not be unreasonably withheld.

15. PARENTAL LEAVE

- 15.1 The provisions of the Parental Leave and Employment Protection Act 1987 apply, notwithstanding the provisions of this agreement.

16. FAMILY FRIENDLY WORKPLACE

- 16.1 Glenwood Home is committed to providing equal employment opportunities to all staff and recognizes that to successfully care for our Glenwood family, staff must put their own families' needs first.
- 16.2 All staff are encouraged to take advantage of this family-focused workplace and to take time off work without loss of pay, for the following types of appointments: doctors' appointments, specialists' appointments, dentist appointments, mammograms or other x-ray or investigative procedures, physiotherapy appointments, kindergarten or school appointments or interviews.
- 16.3 We encourage all staff to have both the Flu and Covid vaccinations and will meet the cost of this treatment for staff who do not have access to free treatment.
- 16.4 Special leave, leave for illness, and bereavement leave is generous within the employment agreement and will be considered and extended in individual circumstances. Staff may, for example, have children off-colour who shouldn't go to school; however, they may not be too ill to come to Glenwood and do some quiet activities in one of the smaller lounges while their parent works their shift. This is also encouraged, where appropriate.
- 16.5 While we are not a large enough employer to justify crèche facilities, staff unable to make other arrangements are also able to bring dependents along to in-service meetings.
- 16.6 Staff working night-shift, who are unable to make other arrangements for the care of dependents, are able to bring them along for a 'sleep-over' at the Home. This is permitted by Management to assist in the smooth staffing of the Home and will occur as an exception, as needed to allow staff to work, rather than as a rule.

17. JURY SERVICE

17.1 Where an employee is obliged to undertake Jury Service, the difference between the fees (excluding reimbursement payments) if any, paid by the court and employee's ordinary rate of pay shall be made up by the employer-provided:

- (i) the employee produces the court expenses voucher to the employer; and
- (ii) the employee returns to duty immediately when not actually serving on a jury.

17.2 Payments shall be made up to a maximum of five days in respect of each separate period of jury service.

18. PREFERENCE CLAUSE

18.1 Where it is practical in a non-urgent situation, the employer will attempt to give preference to existing permanent employees to this contract, in offering them additional work that may become available, and to which they are suited, and have indicated their availability for particular shifts/days on the current roster, before engaging casual employees.

19. GENERAL PROVISIONS

19.1 Health and Safety

The parties to this agreement are committed to the observance of safe working practices and to the good health of all employees and the residents for whom they care.

19.1.1 The parties to this agreement and the employees covered by it express their commitment to the pursuit of health and safety in employment. The parties and covered employees shall endeavour to meet their obligations under the Health & Safety at Work Act 2015 and all other health and safety legislation promulgated.

19.1.2 The Employers will take all practicable steps to ensure the safety of the employees covered by this agreement while at work.

19.1.3 The Employers will provide the employees with the clothing and equipment necessary to safely complete their duties.

19.1.4 Employees will ensure that they are familiar with and work within all health and safety policies and procedures developed and implemented by the employer and in particular shall: -

- (i) Report all hazards and incidents as and when they arise, using the employers reporting process; and
- (ii) Participate in all health and safety training provided by the employer; and

- (iii) Apply all health and safety training and processes in every aspect of their daily work.
- (iv) Take reasonable care not to endanger their own or others wellbeing;
- (v) Participate in discussions with the employer, unions and others on matters concerning the safety and health of employees, contractors, residents and visitors.

19.2 Sexual Harassment and Workplace Bullying

Management and employees recognize that sexual harassment, and/or any form of bullying in the work place is totally unacceptable.

19.3 Equal Employment Opportunities

Management recognises that all decisions affecting recruitment, employment, termination, transfer and promotion will be made, all things being equal, exclusive of any consideration of a person's gender, disability, sexual orientation, religious or ethical beliefs, marital status, race or ethnic or national origins and any other form of discrimination.

20. STAFF TRAINING AND EDUCATION

- 20.1 Where the employer requires the employee to undertake training, the cost of that training shall be paid for by the employer, and actual and reasonable previously-agreed expenses will be paid on production of receipts.
- 20.2 Support will be provided on an individual basis to assist individual employees to complete the Careerforce training, including times being set aside on-duty time or other paid time to enable completion of the training.
- 20.3 If employees are required to attend training during their normal rostered hours, those employees shall be paid those hours at their normal rate of pay a minimum of one hour shall be paid for all meetings and training.
- 20.4 There is an expectation that staff will attend 75% of paid monthly staff meetings and 75% of paid compulsory in-service meetings, the dates of which will be notified at least 2 weeks in advance. If unable to attend an in-service or staff meeting a staff member will make an apology to the manager and make it their responsibility to ensure they bring themselves up to date on the information presented when provided and sign an appropriate record when this is completed. Wherever possible meetings will be kept to within one hour's duration.
- 20.5 Staff are also required to attend at least one of two emergency evacuation practices per year, for which at least 7 days' notice will be given. Of these practices, staff

may choose which one they attend, but the employer will only pay for attendance at one evacuation practice.

- 20.6 Registered Nurses and Activities staff are required to attend and pass a First Aid Course every two years that meets the needs of Glenwood Home. Attendance at such a course will be paid, and course costs also met.
- 20.7 Annual Practicing Certificates and other Registration costs will be paid by the employer. Where the employees are engaged by another employer who contributes towards the cost for the employees practicing certification/registration the employer shall pay a proportion of the costs based on the respective hours worked by the employee at Glenwood Home and the other employer.
- 20.8 Glenwood Home shall grant professional development leave of 16 hours per calendar year for full-time employees (pro-rated to no less than 8 hours per calendar year for part-time employees) This leave is to enable employees to complete qualifications required for registration; to attend courses and to undertake research or projects that are relevant to the employer and which facilitate the employee's growth and development. Prior approval of the employer must be obtained. This professional development will be set as a training goal within the employee's appraisal.

21. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

This clause sets out how employment relationship problems are to be resolved.

21.1 Definitions

An "employment relationship problem" includes:

- a) personal grievance
- b) dispute
- c) any other problem relating to or arising out of the employment relationship but does not include any problem with the determination of new terms and conditions of employment, e.g. bargaining and contract variation.

A "personal grievance" means a claim that an employee:

- a) has been unjustifiably dismissed; or
- b) has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
- c). has been sexually harassed in his/her employment; or
- d). has been racially harassed in his/her employment, or has been subjected to duress in relation to membership or non-membership of a union.

A "dispute" is a disagreement over the interpretation, application or operation of an employment agreement.

- 21.2 If the employee wishes to raise a personal grievance he/she must raise the grievance with his/her employer within 90 days of the date of the action alleged to amount to a personal grievance occurring or coming to the notice of the employee whichever is the later.

22. RAISING EMPLOYMENT RELATIONSHIP PROBLEMS

- 22.1 The employer should, in the first instance raise any employment relationship problem, with the employee or the employee with the employer as soon as possible.
- 22.2 The employer and/or the employee are entitled to seek advice and assistance from their chosen representative in raising and/or discussing the problem.
- 22.3 If the employee wishes to raise the employment relationship problem with the employer in writing or the matter is not resolved when the employee raises the problem with the employer, the employee should submit to the employer written notice of the personal grievance, dispute or problem covering the following points:
- a) details of his/her grievance, dispute or problem; and
 - b) why he/she feels aggrieved
 - c) what solution he/she seeks to resolve the grievance, dispute or problem
- 22.4 The employee and the employer shall meet to discuss and attempt in good faith to resolve the employment relationship problem. (This process shall constitute "reasonable steps" for the purpose of s.114, Employment Relations Act 2000).
- 22.5 Mediation: Where the employment relationship problem is not resolved by the parties in discussions within 21 days of raising it, the employer or the employee may, without undue delay, seek the assistance of the mediation service through The Ministry of Business, Innovation and Employment (MBIE).
- 22.5.1 Both parties must co-operate in good faith with the mediation service in a further effort to resolve the problem.
 - 22.5.2 The employee and employer acknowledge that the service provided by the mediation service is confidential and if it does not resolve the problem is without prejudice to the parties' position.
 - 22.5.3 Any settlement of the problem agreed to by the parties and signed by the mediator will be final and binding.
- 22.6 If the problem is not resolved by mediation, either party may refer the problem to the Employment Relations Authority for investigation and determination.

- 22.7 If the party is dissatisfied with the determination of the Employment Relations Authority it may apply to appeal the Employment Relations Authority's determination to the Employment Court.

23. TERMINATION/RESIGNATION OF EMPLOYMENT

- 23.1 Four weeks written notice is required if employment is to be terminated by either party, except in the case of summary dismissal
- 23.2 If this notice is not provided then the balance may be paid or withheld. The parties may agree otherwise, following consultation, except in the case of summary dismissal.
- 23.3 Final pay will be released once an employee has returned any Glenwood home Uniform, keys and name badge.

24. UNIFORMS

- 24.1 Any uniforms or other items supplied by the employer to the employee remains the property of the employer and shall be handed in on termination of employment, or at such time that Glenwood Home may require it.
- 24.2 The employee is obliged to wear the uniform blouse/top as provided, and to be in a presentable state at the commencement of their shift. Bottoms should be navy or black and can be shorts, culottes, $\frac{3}{4}$ pants, trousers, or skirts that are tidy and appropriate to the work being performed and shoes that are appropriate to the work being performed.
- 24.3 A shoe allowance of \$150.00 per year is to be paid to contribute towards the cost of acceptable footwear. This will be paid to all permanent and casual staff employed on 1st July each year and will be paid in the first pay period after 1st July each year.

25. UNION FEES AND CLAUSES

- 25.1 All charges related to the employee's membership of any employees' organization, shall be deducted from wages in the agreed manner and remitted directly to that organization.
- 25.2 Employment Relations Education Leave: The employer shall release all employees bound by this Collective Agreement on paid education leave. The annual allocation

of paid education leave for employees bound by the Collective Agreement will be calculated pursuant to Section 74 of the Employment Relations Act 2000.

- 25.3 Paid Stop Work Meetings: The employer shall release from work, all employees bound by this Collective Agreement to attend two paid stops work meetings per annum, for up to four hours per year.
- 25.4 The employer will recognize the elected employee representatives as notified to the employer by the union.
- 25.5 Secondment to the Union: The employer will be reasonable in allowing the elected employee representative(s) to be seconded to the Union, on Union business and will consider each case of secondment individually; both to ascertain potential advantages and growth opportunities to the affected employees; the impact upon staffing and the benefits to Glenwood Home; and the financial ramifications to the employee. For any secondment discussions will be held between the Union, employee representative(s) affected, and the Employer.
- 25.6 Caring Counts and Living Wage, the Board and management will acknowledge the Caring Counts report and the 10 recommendation. The Board will allow the unions to present the Living wage to them and then with the boards' approval to the staff.

26. VARIATION OF AGREEMENT

- 26.1 Where the employer and employee agree in writing, this agreement may be varied where that variation is seen to be necessary or desirable. Such variation shall be recorded in writing, be appended to, and shall then form part of the contract of employment.

27. TERM OF AGREEMENT

The Collective Employment Contract shall come into force on 1st August 2022 and shall expire on 31 July 2023.

28. PERFORMANCE AND DISCIPLINE

- 28.1 For performance-related problems, the Glenwood Home progressive warning procedure shall be applied. This includes a verbal warning, a written warning and then a written dismissal. Conduct related issues might result in the summary dismissal procedure being applied. The following warning system will apply;
- a) Verbal warning to be placed on employees' personal file for a period of no more than six months duration.
- b) Written warning to be placed on employees' personal file for a period of no more than six months duration.

- c) A second written warning within six months of the first written warning may result in summary dismissal.
 - d) Issues that are defined as Serious Misconduct may result in summary dismissal.
 - e) At all times throughout the warning procedure being invoked, attention will be given to the employees' right to support and their training needs being met, in order to improve performance to an acceptable level. Where there are reasonable grounds to consider that those needs could be best met by a temporary shift change, to enable the employer to adequately deliver effective performance support, training and supervision; then this shall be considered, in consultation with the employee affected. A temporary shift change of this nature will be for an agreed period of time, which shall not exceed one pay period. For the duration of that period, the employee's normal rostered wage will be protected.
 - f) Where, given reasonable time, an opportunity for support and training to achieve the employer's required standards, the employee's performance or behaviour is still unsatisfactory, the employer may dismiss the employee with notice, or take whatever lesser action is appropriate in the circumstances. However, the dismissal shall not take place unless the employee has been earlier advised that dismissal is a possible consequence of the required standards not being achieved.
- 28.2 The employee has the right to representation at any disciplinary hearing, and the employer must inform the employee of the nature of the hearing in advance to allow such representation to be present.

29. SECURITY

- 29.1 In the circumstances when Glenwood Home need to use surveillance equipment, the provisions of the Privacy Act will be observed.

30. EMPLOYEE PROTECTION/RESTRUCTURING PROVISIONS

Introduction

The following provisions apply when the employer's business is to be restructured and work performed by any or all employees covered by this Collective Agreement is to be performed for a new employer.

Definitions

For the purposes of these provisions "affected employee", "restructuring" and "new employer" shall have the same meaning as in the Employment Relations Amendment Act (No. 2) 2004 ("ERRA").

Consultation with unions

The employer agrees to consult with the unions that are party to this Collective Agreement over the implications of any restructuring proposal for affected employees as soon as practical.

When consulting with the applicable union, the employer will:

- Provide the union with relevant information about the general nature of the restructuring proposal and details of how it is likely to impact on the affected employees, including the timing of the negotiations and of the implementation of any transaction with the new employer;
- Notify the Union of all potentially affected employees who are covered by the Agreement;
- Give the union reasonable time in which to meet and consult with their members and for the affected employees and their union to consider the proposal and its implications, and to make comments and suggestions about it;
- Respond to the submissions (written and/or verbal) of the union and affected employees.

On and from the date on which employees covered by this Collective Agreement elect to transfer to the new employer, the new employer becomes a party to the Collective Agreement in relation to those employees.

Specified categories of employees

Those employees performing cleaning, food catering, or 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.

Employees who are covered under Schedule 1A of the ERA who elect to transfer to the new employer for reasons relating to the restructuring shall be entitled to claim redundancy compensation from the new employer including recognition of their continuous service

Other employees

With respect to all other employees, the employer shall negotiate with the new employer with a view to establishing whether the new employer can continue to employ all the existing employees on the same terms and conditions of employment, performing the same duties or similar duties that the employee is willing to accept, and including the recognition of each employee's service and contractual entitlements. The employer will advise the union of the success or otherwise of those negotiations.

Right to elect to transfer

All affected employees must be given a reasonable opportunity to exercise their right to elect to transfer to the new employer, or not to transfer.

Implications for redundancy compensation of election to transfer

Those employees who elect to transfer to the new employer on the same terms and conditions, and performing the same duties, with full recognition of service-related entitlements as above, shall not be entitled to redundancy compensation from the employer because of the transfer. Any subsequent redundancy from the new employer would include recognition of service with the employer.

Other Employees

In the case of employees who are not classified as vulnerable workers as described above in "*Specified categories of employees*", where the new employer makes no offer in accordance with the criteria above (i.e. on the same terms and conditions, with the same duties, and with recognition of continuous service), the employer shall meet with the union to discuss the options available for those affected employees, including:

- Whether there are opportunities for redeployment to a position within the organisation on the same terms and conditions and carrying out substantially the same duties or duties which the employee agrees to accept;
- Whether the employee shall be offered counselling and/or career coaching;
- Whether an employee shall be allowed time off work to attend interviews;
- Whether the employee is able to terminate employment prior to termination date with or without payment in lieu.

If the employer is unable to offer a position with the same terms and conditions, the same or similar duties which the employee is willing to accept, and recognition of continuous service, the employee shall:

- Be made redundant on notice; and
- A certificate of service shall be provided; and
- A statement of any outstanding contractual and statutory entitlements up to and including the final day of pay.

Redundancy

For the purposes of this agreement "redundancy" is defined as a situation when termination of employment occurs in one or more of the following circumstances:

- When the employee's position has become surplus to the employer's requirements;
- When the employee's position is otherwise disestablished as a result of the closing down of all or any part of the employer's business;
- When there is a reduction in work available;
- As a result of any other genuine business decision of the employer.

In the event of a redundancy situation, the period of notice to be given by the employer shall not be less than four (4) Weeks' during which time the employee shall continue to work or be paid in lieu, at the employer's discretion. During the notice period, the employee shall be given reasonable time off to attend interviews for alternative employment without loss of pay.

Redundancy compensation will be paid at the rate of two week's pay for the first year of service (or part-year) and one week's pay for each subsequent year (or part-year) up to a maximum of 20 weeks paid compensation. Weekly earnings will be calculated as per the definition of 'average weekly earnings' in The Holidays Act 2003

When the employer is considering a redundancy situation, the employer shall:

- Advise the union and employees as soon as possible; and
- Consult with the union prior to any decision being made; and
- Make every endeavour to reach agreement on all available options for the employees affected.

31. CONFIDENTIALITY

Glenwood Home employees must adhere to the employers' organisation's confidentiality agreement, whereby they shall not divulge or communicate any confidential information about the employer or the Glenwood Home residents, their families or whanau.

Access to, and the reproduction of, confidential information is restricted to authorised employees who require such information to fulfil their role unless directed by the facility manager or a board representative.

This restriction extends to the employers' processes, procedures and property and not only remains in force during the period of employment but also the post-employment period.

Information, processes, papers or documents which an authorized employee has access to during employment or thereafter must not be used without the prior written permission of the facility manager or a board representative.

32. PASS ON

Any employee who is not a member of the signatory unions to this agreement shall not be eligible to receive an automatic passing on of the benefits of these increased wages, allowances and conditions until a period of five (5) months after the commencement date of this agreement.

This shall not prohibit any new employee negotiating an employment contract with the employer. Notwithstanding, all new employees will be joined under the terms and conditions of the Collective Agreement for a period of 30 days, after which they may decide

whether to negotiate an Individual Employment Agreement or join the Collective Agreement.

SIGNATURE OF PARTIES



7 / 11 / 2022

Signed on behalf of the Employer
Anglican Methodist South Canterbury Glenwood Home Trust Board
Val Flynn, Manager of Glenwood Home



03 / 11 / 2022

Signed on behalf of the E TŪ INCORPORATED
Yvonne Smith, Organiser



01/11/2022

Signed on behalf of the New Zealand Nurses Organization
Stephanie Duncan, Organiser