

# Collective Agreement



**1 July 2020 to 30 June 2022**

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## **PARTIES**

The parties to this Agreement are:

(a) **Brackenridge Services Limited** (referred to as “*the employer*”)

and

(b) **New Zealand Nurses Organisation**

**National Union of Public Employees**

(referred to as “*the Union*” or “*the Unions*”)

The terms and conditions of employment are as follows: -

## **OBJECTS**

This Agreement is made pursuant of the Employment Relations Act 2000. It is important that all parties have a mutual understanding of the employment objectives and associated terms and conditions.

This Agreement supersedes any previous agreements, arrangements, understandings, customary practices or individual terms of employment that may have applied prior to the signing of this Agreement and no such matters will be recognised as a term of this Agreement unless they are:

- a) set out in this Agreement or
- b) have been agreed subsequent to the signing of this Agreement and recorded in writing to take effect as individual terms and conditions which are not inconsistent with anything in this Agreement.

The employer’s purpose and mission are an integral part of this Agreement. The parties by signing this Agreement undertake not only to agree with the principles but also to abide by and enhance them in their daily actions.

This Agreement shall be deemed to include all the organisation’s rules as amended from time to time following consultation between the parties and as notified to the employee. In circumstances where this Agreement conflicts with any such rules, this Agreement shall prevail.

This Agreement may be varied by agreement between the employer and the union.

Any such variation shall be committed to writing and signed by or on behalf of the agreeing parties.

Casual employees, where employed during the term of this Agreement, will be employed on the same hourly rate and similar conditions as exist in this Agreement.

## **COVERAGE**

This collective agreement shall cover employees of the employer who are members of the New Zealand Nurses Organisation or NUPE and who are engaged within the classifications provided for in clause 6 of this agreement.

## 1 DEFINITIONS

**Employee** – means a person employed by the employer under this agreement.

**Employer** – means Brackenridge Services Ltd

**Full Time** – An employee who is employed to work not less than 75 hours per fortnight.

**Part-time Employee** – means an employee who is employed to work less than 75 hours per fortnight. Any wages and benefits (e.g. leave) will be pro-rata according to the hours worked unless specifically stated otherwise in this agreement.

**Fixed Term Employee** – means an employee employed for a specific period in terms of s.66 of the Employment Relations Act 2000. There is no expectation of ongoing employment.

**Casual Employee** – means an employee who has no set hours or days of work and who is normally asked to work as and when required.

**Team Leader** - A Support Worker who is appointed to the position to provide leadership and support for a group of clients and their staff.

**Senior Support Worker – A Support Worker who is appointed to the position to provide leadership and support for a single client and their staff.**

**Enrolled Nurse** - as defined by the Health Practitioners Competence Assurance Act 2003

**Registered Nurse** - as defined by the Health Practitioners Competence Assurance Act 2003

**Duty** – means a rostered period of work defined by a starting and finishing time.

**Week** – is defined as midnight Sunday/Monday to midnight Sunday/Monday, for the purpose of calculating the pay week and “**fortnight**” has a corresponding meaning involving two successive weeks.

**Emergency** – is a crises of urgent needs requiring immediate action or support.

**Relevant Daily Pay** – has the meaning as provided by the Holidays Act 2003.

**Sleepover** - is where an employee is required by their employer to sleep overnight in their place of work but **where their** sleep may be interrupted through the need to attend to specified duties.

## 2 DUTIES

The duties to be undertaken are as outlined in the employee’s position description together with any other duties which may be required from time to time and which might reasonably be expected of the employee given the nature of the role. It is expected that those duties will be performed in accordance with the instructions of the employer and that the employee will devote all of their normal working hours and best endeavours to performing the duties outlined in a manner which will promote the interests of the company.

## 3 OBLIGATIONS OF THE RELATIONSHIP

(a) The employer shall:

- Deal with the employee and any representative of the employee in good faith in all aspects of the employment relationship.
- The employer shall take all practicable steps (as defined in the Health and Safety in Employment Act 1992) to provide the employee with a safe and healthy work environment.

(b) The employee shall:

- Comply with all reasonable and lawful instructions provided to them by the employer.
- Perform their duties with all reasonable skill and diligence.
- Conduct their duties in the best interest of the employer and the employment relationship.
- Deal with the employer in good faith in all aspects of the employment relationship.

- Comply with all policies and procedures (including any Codes of Conduct or House Rules) implemented by the employer from time to time.
- Take all practicable steps to perform the job in a way that is safe and healthy for themselves and others.
- Always present and conduct themselves in a professional and dedicated manner at all times.

#### 4 HOURS OF WORK

- (a) Hours of worked will be fixed in accordance with the roster as determined by the employer from time to time.
- (b) Rosters shall be set at least three weeks in advance and will not subsequently be varied unless in the case of an emergency or by agreement.
- (c) For the purposes of this Agreement a full – time employee shall be one who is rostered to work a minimum of 75 hours per fortnight, or 12 per duty with a minimum of four days off per fortnight, except for those on a two days on duty followed by two days off duty roster whose hours shall on average not exceed 84 per fortnight or 12 per duty with a minimum of four days off per fortnight. Any rostered sleepover shift hours will be not included towards the maximum total of hours worked as in clause 4 (c).
- (d) A part time employee is one who works, and is accordingly paid for fewer hours than a full time employee.
- (e) The employee may be required to work reasonable extra time beyond rostered duties to ensure both the professional standards required of the position and the employer’s and employee’s objectives are met.
- (f) Duties once commenced will be continuous unless otherwise agreed between the employer and the employee. Meals and tea breaks will be paid and taken while the employee continues to provide support as required to the residents.
- (g) Variation to rosters may be made with the agreement between employer and employee.
- (h) A payment of \$2.40 per hour [\$2.50 from 1 July 2021] will be paid to all employees working on shifts, other than sleepover shifts, between 11.00 pm Friday and 11.00 pm Sunday.
- (i) Employees who are required by the employer to attend courses or meetings shall be paid for the hours at ordinary time and those hours shall be deemed to be hours worked.
- (j) **Emergency Cover Payment**  
Employees who, without prior notice, are requested by the Duty Manager (or a Service Manager), may agree to remain at work at the end of a shift and cover for unavailable staff or an extraordinary event at short notice. They will be paid an emergency cover payment which is the same rate as the weekend rate (clause 4 (h)) in addition to the hourly rate.
- (k) Unless agreed by the employee, employees will not be rostered to work shifts of less than 4 hours.

#### 5 SLEEP OVERS

- (a) Sleepovers will only be introduced following a one month period of notice during which consultation with affected union/s and staff taking into account health and safety issues relating to the respective house where they are proposed to be introduced. Employees who have not previously worked on sleepover or otherwise agreed, will not be required to work sleepovers and will, where practicable, be redeployed. Where redeployment is not offered the employee will be declared redundant.
- (b) Where the employee is rostered to sleep over, the employee will be paid at the statutory minimum hourly wage (or as otherwise set by statute). Where the employee is required to attend to the needs of residents for more than two hours (cumulative in any one night) the employee will be paid at the ordinary hourly rate for such duties in excess of two hours. The employee shall account for such time as required by the Service Manager.
- (c) A secure sleeping space will be provided for employees required to work sleepovers.

## 6 REMUNERATION

- (a) The employee shall be paid an hourly wage rate established below for all hours worked:
- (i) Part-time and Casual nurses must complete 1816 hours of work for the purposes of calculating one year's service for progression through the relevant scale.
  - (ii) The Employer will consider relevant experience in establishing a nurse's commencement step.
  - (iii) A higher Duties Allowance shall be paid to an employee who in the opinion of the Employer is substantially performing the duties and carrying out the responsibilities of a position higher than the employee's own for a period of 5 consecutive working days or more. The allowance payable shall be the difference between the current salary of the employee acting in the higher position, and the appropriate salary for that position. Where the period is 5 or more consecutive working days the allowance shall be paid for the total period acting in the higher position.
  - (iv) The Employer will reimburse the cost of the annual Practising Certificate for Nurses where this is required as part of the job.
  - (v) When required to travel away for period in excess of 24 hours, employees will be paid on the basis of a 12 hour day. Where travel requires the provision of care overnight a sleepover allowance per night will be paid to all staff.

(b) **Nurses Scale**

Full-time Enrolled and Registered Nurses will progress through the steps on an annual basis, subject to satisfactory performance including required training and education.

Rates of Pay		
Enrolled Nurses	1 July 2020	1 July 2021
Step 1	\$23.98	\$24.21
Step 2	\$24.39	\$24.64
Step 3	\$24.76	\$25.00
Step 4	\$25.24	\$25.49
<b>Registered Nurses</b>		
Step 1	\$29.58	\$29.88
Step 2	\$30.48	\$30.79
Step 3	\$31.19	\$31.50
Step 4	\$32.00	\$32.32
Step 5	\$33.26	\$33.59

(c) **Team Leader Scale**

- (i) Full time Team Leaders will be paid on the appropriate scale plus an annual allowance of \$3,500.00 [\$4,000.00 from 1 July 2021]. This will be pro-rated for part-time Team Leaders.
- (ii) Full time Senior Support Workers will be paid on the appropriate scale plus an annual allowance of \$1750 (from 1 July 2020) [and \$2,000 from 1 July 2021]. This will be pro-rated for part-time Senior Support Workers.

(d) **Support Worker Scale**

***New Wage Rates for Existing Workers***

All existing care and support workers on 1 July 2017 will move on to the following scale either at the step that recognises their current qualifications or their service with their current employer, whichever is the most advantageous to the employee.

	1 July 2017 Year 1	1 July 2018 Year 2	1 July 2019 Year 3/4	1 July 2021 Year 5
<b>L0 or &lt;3 years service</b>	\$19.00	\$19.80	\$20.50	\$21.50
<b>L2* or 3+ years service</b>	\$20.00	\$21.00	\$21.50	\$23.00
<b>L3* or 8+ years service</b>	\$21.00	\$22.50	\$23.00	\$25.00
<b>L4* or 12+ years service</b>	\$23.50	\$24.50	\$25.50	\$27.00

\* 'Qualifications' are those recognised by NZQA.

The qualification must be a Level, 2, 3 or 4 New Zealand certificate in Health and Wellbeing from an NZQA accredited provider. Employees should provide their employers with a copy of their qualifications so they can be transitioned through the pay scale. Please download the employee qualifications fact sheet on this webpage for more information about qualifications that are equivalent to the Level 2, 3 or 4 New Zealand certificate in Health and Wellbeing.

All existing care and support workers on 1 July 2017 will increase their pay rates under this scale on the basis of either service or qualifications, whichever is the most advantageous to them as set out below.

- Progression to Level 2 will be on attainment of the Level 2 qualification or after the completion of 3 years current continuous service with their employer as of 1 July 2017
- Progression to Level 3 will be on the attainment of the Level 3 qualification, or after 8 years current continuous service with their employer as of 1 July 2017.
- Progression to Level 4 will be on the attainment of the Level 4 qualification.

All existing care and support workers who reach 12 years current continuous service with their employer after 1 July 2017 and who have not achieved a Level 4 Certificate will move on to the following rates unless there are genuine reasons based on reasonable grounds that the employee's employer did not provide the support necessary for the employee to achieve the Level 4 qualification, in which case the employee will be entitled to move to the Level 4 step above. Any dispute about the provision of the necessary support will be dealt with through the normal dispute resolution processes.

After 1 July 2017	On or after 1 July 2018	On or after 1 July 2019	On or after 1 July 2021
\$22.50	\$23.50	\$24.50	\$26.00

***New wage rates for new workers***

The minimum rates and progression for care and support workers employed after 1 July 2017 will be the following:

	1 July 2017 Year 1	1 July 2018 Year 2	1 July 2019 Years 3/4	1 July 2021 Year 5
<b>L0</b>	\$19.00	\$19.80	\$20.50	\$21.50
<b>L2*</b>	\$20.00	\$21.00	\$21.50	\$23.00
<b>L3*</b>	\$21.00	\$22.50	\$23.00	\$25.00
<b>L4*</b>	\$23.50	\$24.50	\$25.50	\$27.00

\* 'Qualifications' are those recognised by NZQA

Current continuous service is considered to be service with the current employer, not the total length of time you have been a care and support worker with all previous employers.

Continuous service with the current employer includes any service transferred under the Employment Relations Act 2000 (the Act). In summary, the Act sets out the process for an employer to use where a business is sold, transferred or contracted out and requires employment agreements to contain 'employee protection provisions'. Specific groups of employees, in certain situations, may transfer to the new employer on their existing terms and conditions, including having any transferred service recognised as continuous service.

**7 PAYMENT OF WAGES**

- (a) Wages shall be paid fortnightly by direct credit to a bank account nominated by the employee. Full-time employees may choose to have rostered wages be averaged and paid fortnightly to minimise variations in payment from one period to the next. Fortnightly wages will equate to one-third of the expected earnings over the six-week roster cycle.
- (b) Deductions may be made by the employer to recover overpayments. The employer will consult with the employee prior to any such deduction.
- (c) Other deductions may be made from the employee's wages by agreement between the employee and the employer.
- (d) The employer shall deduct union fees from the wages of members of the unions who are party to this Agreement when authorised to do so.

**8 REIMBURSEMENT FOR USE OF PRIVATE VEHICLE ON EMPLOYER BUSINESS**

An Employee required by the Employer to use his/her private vehicle on the Employers business shall receive reimbursement for such use in accordance with Inland Revenue Department scales and requirements as determined from time to time.

Nothing in this will prevent the negotiation of different rates with individuals by mutual agreement on a case by case basis.

**9 CLOTHING ALLOWANCE**

- (a) A clothing allowance to be paid to employees working as a Support Worker, Nurse, Team Leader or Senior Support Worker with clients to reimburse for wear and tear to clothing.



- (b) The allowance will be paid as a lump sum based on a rate of \$0.075 for each hour worked, excluding sleepovers, to a maximum of 1800 hours per annum in the preceding year. To be paid as a non-taxable allowance in the last pay period in March each year.

## **10 TERMINATION OF EMPLOYMENT**

- (a) Two weeks' notice of termination of employment shall be given by either party or two week's wages shall be paid or forfeited in lieu of such notice. This shall not prevent the instant termination of employment for serious misconduct.
- (b) All property of the employer under control of the employee must be returned before the employee receives his/her final wages. If all property is not returned, the employer may deduct the cost of such from the final wages payable.

## **11 CONSULTATION AND MANAGEMENT OF CHANGE**

- (a) Prior to the commencement of any significant change in staffing, structure or work practices, the employer will identify and give reasonable notice to employees who may be affected and to the NZNO and NUPE to allow them to participate in the consultative process so as to allow substantive input.
- (b) If changes are proposed and such changes need to be preceded by consultation, the changes must not be made until after the necessary consultation has taken place. Both parties should keep open minds during consultation and be ready for change. Sufficiently precise information must be given to enable the person(s) being consulted to state a view, together with a reasonable opportunity to do so – either orally or in writing.
- (c) The consultation process will give employees affected, or likely to be affected, by any significant change to staffing, structures or work practise, and the NZNO/NUPE organiser/delegate, the opportunity to put forward their views on any proposals or options developed for change prior to any final decision being made. A significant change will not include a movement from house to house where there is no significant change in rosters, nor will it include changes within an existing roster pattern.
- (d) The process will generally include, but not necessarily be confined to the following:
  - (i) Management will develop a plan or proposal with options that include possible implications in relation to staffing changes.
  - (ii) Management will meet with employees likely to be affected and/or the NZNO/NUPE organiser/delegate to outline the possibility of change, looking at the current situation and the future, given factors that could give rise for the change.
  - (iii) The plan or proposal will be circulated to employees likely to be affected and/or the NZNO/NUPE organiser/delegate, with a request for submissions within a reasonable and specified timeframe. Alternative proposals or options should demonstrate that the objectives could be met. Management will meet with employees and the NZNO/NUPE organiser/delegate for clarification of issues arising from the plan or proposal.
  - (iv) Once submissions have been considered, management will make the final decision, and work with the NZNO/NUPE organiser/delegate to finalise the implementation plan.
  - (v) It is agreed that consideration will be given and maintained in the employer's basic rights and obligations to operate the business in an efficient, business-like, safe and professional manner.

## 12 REDUNDANCY

- (a) In the event that employment is terminated for redundancy the employee will be given:
- (i) 2 weeks' notice or 2 week's wages (ordinary time rate only) in lieu of notice.
  - (ii) 4 week's wages (ordinary time rate only) for the first year of service or part thereof.
  - (iii) 1 week's wages (ordinary time rate only) for the second and each subsequent completed year of service (to a maximum of 19 weeks wages).
  - (iv) 1/12th of a week's wages (ordinary time rate only) for each completed month of service in excess of completed years provided for in 2 and 3 above, and where the service is less than a total of 20 completed years.
- (b) The maximum payment under (i), (ii), (iii) and (iv) above is 25 week's wages.
- (c) Service in relation to redundancy payments is current continuous service with the Employer.
- (d) No redundancy compensation will be payable where the management of change process results in changes to sleepover hours and where the employee's total ordinary hours (for full time employees between 75 and 84 per fortnight) are not changed.

By way of explanation it is intended that the employer will consult (under clause 11) on all '*significant change*' (including work practices), and, where this results in change but the change does not affect the number of ordinary hours worked, redundancy compensation will not be paid; i.e. if an employee is full time and at the end of consultation that employee is offered full time work (between 75 and 84 per fortnight), redundancy compensation will not be paid. Similarly (and as per the last sentence in 4 (c)), where the consultation process results in a change to sleepover hours only, no redundancy compensation will be paid. For example if an employee is currently working 75 hours per fortnight ordinary time plus two sleepovers, and following consultation they were offered 84 hours ordinary but no sleepover, they could not claim an entitlement to redundancy compensation.

- (e) Nothing in this clause shall apply to any employee whose employment is being terminated by the employer by reason of the sale or transfer of the whole or part of the employer's business if:
- (1) The person acquiring the business or part being sold or transferred -
    - (i) has offered the employee employment in the business or the part being sold or transferred and;
    - (ii) has agreed to treat the service with the employer as if it were service with that person and as if it were continuous: and
  - (2) The conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are the same as, or are not less favourable than, the employee's conditions of employment, including:
    - (i) any service related conditions; and
    - (ii) any conditions relating to redundancy.
  - (3) The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either:
    - (i) in the same capacity as that in which the employee was employed by the employer; or
    - (ii) in any capacity that the employee is willing to accept; and/or
    - (iii) any similar position.
- (g) Redundancy compensation beyond the required notice period will be not paid where the employee is offered redeployment on the same or substantially similar terms and conditions of employment.

## 13 EMPLOYEE PROTECTION

- (a) Where an employee is employed in a position described in Schedule 1A(b) or (c) of the Employment Relations Act 2000 then the process described within sections 69A to 69J of the Employment Relations Act 2000 will apply.
- (b) For employees engaged in positions other than those specified above the following process will be followed in the event of the employer's business being restructured as defined in the Employment Relations Amendment Act (No 2) 2004.
- (c) The employer will notify the unions and employees of the restructuring as soon as practicable, subject to the requirements to protect commercially sensitive information.
- (d) The employer will, in the course of negotiating a sale and purchase agreement or a contract for services:
  - (i) Consult with the unions that are party to this Collective Agreement over the implications of any restructuring proposal for affected employees as soon as practicable following any decision to proceed with restructuring; and
  - (ii) Provide the unions with relevant information about the general nature of the restructuring proposal and details of how it is likely to impact on the affected employees; and
  - (iii) Discuss with the unions the notification process and provide a list of employees affected by the proposed restructuring; and
  - (iv) Give the unions reasonable time to meet and consult with their members and for the affected employees and their unions to consider the proposal and the implications and to make comments and suggestions; and
  - (v) Respond to the unions written or verbal submissions on the proposal; and
  - (vi) Endeavour to obtain on-going employment for employees (if practicable) with the new employer; and
  - (vii) Endeavour to obtain such employment on the same or substantially similar terms and conditions of employment.
- (e) Where an employee will be affected by the restructuring, the employer will advise the employee whether employment opportunities exist with the new employer and, if so, the nature of those opportunities.
- (f) The employer will advise the employees of their right to accept or decline to transfer to the new employer. And all affected employees must be given reasonable opportunity to exercise their right to elect to transfer to the new employer, or not to transfer to the new employer.
- (g) Where an employee chooses to transfer to the new employer, the employee will not be deemed to be redundant for the purposes of clause 12 and the employer will not be required to give notice in accordance with clauses 10 or 12.
- (h) The employees' service will be deemed to be continuous and not broken by reason of the restructuring.
- (i) If an employee elects not to transfer to the new employer, where an employee has been offered continued employment on the same or substantially similar terms and conditions of employment, he/she will be entitled to notice of termination of employment in accordance with clause 10.
- (j) If there are no employment opportunities with the new employer or if the employee elects not to transfer to the new employer, the employee will be deemed to be redundant (subject to redeployment opportunities) and clause 10 will apply.

#### **14 ABANDONMENT OF EMPLOYMENT**

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

#### **15 ANNUAL HOLIDAYS**

- (a) Employees shall, after the completion of each year of service, be entitled to four weeks annual leave. This entitlement shall be taken in accordance with the Holidays Act 2003.
- (b) The timing of annual leave shall be at a time agreed to between the employer and the employee subject to the employer's ability to give the employee three weeks' notice to take a period of annual leave.
- (c) Annual leave requests will be subject to three weeks' notice although it is recognised that due to special circumstances this may not always be possible. Where special circumstances occur, the request will be considered on a case by case basis. Approval in these circumstances shall not unreasonably be withheld.

#### **16 PUBLIC HOLIDAYS**

- (a) The employee shall be entitled to the following public holidays (or such other alternative days to be substituted for these listed public holidays where the employer requires the employee to work on a public holiday, as provided for in accordance with subclause (b) to be paid in accordance with the Holidays Act 2003 provided they fall on days that would normally be worked by the employee):  
Christmas Day, Boxing Day, New Year's Day, 2 January or by agreement, a day in lieu thereof, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Birthday of the Reigning Sovereign, Labour Day, Anniversary Day.
- (b) Where the employee is required to work on a public holiday which is normally a day of work the employee is entitled to another day's holiday as provided in the Holidays Act.  
  
An employee is not entitled to an alternative holiday under this section if the employee works for the employer only on public holidays.
- (c) Additional payments for work on Christmas Day and New Year's Day shall be the higher of:
  - (i) The rate prescribed by the Holidays Act 2003 (relevant daily pay plus half that rate again) or,
  - (ii) The difference between the rate prescribed in a) above and, Time One plus an additional \$10.15 per hour (\$10.25 from 1 October 2013), for hours worked between 11.00pm of the day prior, and 11.00pm on the day of Christmas Day and New Year's Day.

#### **17 LONG SERVICE LEAVE**

- (a) All staff who have completed 10 years of consecutive service will be granted an extra week of leave in the year in which they reach this milestone to be taken within 12 months of their anniversary or up to 24 months by agreement.
- (b) All staff who have completed 20 years of consecutive service will be granted an extra week of leave in the year in which they reach this milestone to be taken within 12 months of their anniversary or up to 24 months by agreement.
- (c) All staff who have completed 30 years of consecutive service will be granted an extra week of leave in the year in which they reach this milestone to be taken within 12 months of their anniversary or up to 24 months by agreement.

- (d) Where the employee's employment is terminated and the employee is then re-employed within one month, the employee's employment will be treated as continuous for the purposes of this clause.

## 18 SICK LEAVE / DOMESTIC LEAVE

- (a) On completion of six month's continuous service with the employer, an employee shall be entitled to sick leave on the following basis:  
The lesser of 10 Working days or 80 hours per year, able to accumulated to a maximum of 58 days (464 hours).
- (b) Part-time employees will receive a pro-rata entitlement based on their fortnightly rostered hours and no less than 5 days.
- (c) Sick leave shall be paid at the rate of the employee's relevant daily pay in accordance with the Holidays Act 2003.
- (d) Sick / Domestic Leave may be taken where:
- (i) The employee is sick
  - (ii) The employee is required to stay at home due to the illness of the employee's spouse, dependent child or parent.
  - (ii) It is the first week absent from work due to a non-work related injury.
- (e) The employer may require proof of sickness or injury where sickness or injury is for a period of 3 or more consecutive calendar days, whether or not the days would otherwise be working days for the employee.
- (f) Notwithstanding the above a claim for leave shall be supported by a medical certificate where required by the employer but will not be required without good reason.
- (g) The employer may require an additional medical certificate at the employer's expense from a doctor nominated by the employer.
- (h) The employee shall ensure that notice is given to the employer prior to commencing work but in any case not later than four hours after the commencement of work.
- (i) (i) Where an employee is incapacitated as a result of a work accident, and that employee is on ACC earnings related compensation, then the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This leave shall be taken as a charge against Sick Leave. The employer may agree to reimburse the employees for medical treatment and other expenses or for financial disadvantage incurred as a result of a work-related accident. This agreement will be on a case by case basis.
- (ii) In the event that an employee who is on ACC earnings related compensation resulting from an assault in the workplace from a client, has no sick leave entitlement left, they may be granted up to an additional 5 days sick leave. In considering the grant of leave under this clause the employer shall recognise that discretionary sick leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted.

## 19 BEREAVEMENT LEAVE

- (a) In the case of a bereavement, an employee shall be entitled to three days bereavement leave on each occasion and on the production of satisfactory evidence of the death of the employee's spouse, parent, brother, sister, child, mother-in-law, father-in-law, grandchild or grandparent. This entitlement may be extended to include other significant persons as determined by the employer on a case by case basis. The provisions of this clause apply to persons in a de facto relationship.
- (b) One day of bereavement leave may be granted where the employer accepts that an employee has suffered a bereavement because of the employee's closeness or responsibilities (cultural or otherwise) to the deceased person.

## **20 SPECIAL LEAVE**

The leave provided for in clauses 18 and 19 incorporates the special leave provided for in the entitlements of Sections 69-70(1) of the Holidays Act 2003.

## **21 PARENTAL LEAVE**

The Parental Leave and Employment Protection Act 1987 shall apply.

## **22 JURY LEAVE**

- (a) The employee will be entitled to paid jury leave (ordinary hours less juror's fee) for up to one week per year.
- (b) If the employee, having been called for Jury Service, is not selected to serve, he/she will return to work for the rest of the day.

## **23 INDEMNITY**

The employer agrees to indemnify the employee for actions brought against them in respect of any act or omission where the employee has acted in good faith and did not act improperly in the course of their employment.

## **24 EMPLOYMENT RELATIONSHIP PROBLEMS**

- (a) The employer will promote mediation as the primary problem solving mechanism under this Agreement. Employees are entitled to Union representation throughout any procedures set out in this Clause.
- (b) Employment relationship problems include:
  - a personal grievance
  - a breach of this Agreement
  - a dispute over the interpretation, application or operation of this Agreement
  - any unfair bargaining which leads to this Agreement
  - a question about whether or not employee is an employee under the Employment Relations Act 2000
  - arrears or wages or holiday pay
  - the employee not being permitted to attend union meetings
  - the employee not being permitted to take employment related education leave
  - wrongful suspension of a non-striking employee
- (c) If the employee thinks they have an employment relationship problem, they should advise the employer immediately of the existence and nature of the problem and let the employer know that the employee wants something done about it. If the problem is a personal grievance, it must be raised within 90 days of the action causing the grievance. In some cases, this time can be extended and in some cases, the employee may wish to proceed under the Human Rights Act 1993 instead of the Employment Relations Act 2000. Once the employee has alerted the employer to the existence of an employment relationship problem, the employee may, if necessary, clarify the nature of the problem and the outcomes they are seeking.
- (d) The employer and the employee will then attempt to resolve the matter themselves. If they are unable to do so, either of them may request assistance from the mediation services provided by the Ministry of Business, Innovation and Employment. If they are still not able to resolve it, either of them is entitled to apply to the Employment Relations Authority (or in certain circumstances the Employment Court) to make a decision on the matter. If either of them is not happy with a decision of the Employment Relations Authority, either are entitled to apply to the Employment Court within 28 days of that decision to have the matter heard there.

## **25 HEALTH AND SAFETY**

- (a) Attention is drawn to the provisions of the Health and Safety at Work Act 2015, concerning safety, health and welfare matters.
- (b) All parties to this agreement recognise the obligations of the employer, employees and the unions to work actively, and to take all reasonable precautions to reduce health and safety hazards in the workplace.

## 26 TRAINING AND EDUCATION

- (a) The employer is aware of the value of having a trained and educated care work force and will support staff to be trained and educated.
- (b) The employer will support those care workers who wish to commence and/or complete Careerforce national certificate qualifications relevant to their position by entering into training agreements with those care workers. The employer will support staff training and study by covering the reasonable costs of enrolment and participation in pre-approved training.
- (c) Employees will actively participate in mandatory care training and in national certificate qualifications.

## 27 EMPLOYEE RELATIONS LEAVE

The Employer shall grant paid Employee Relations leave to members of the Unions covered by this Agreement in accordance with the requirements of Part 7 of the Employment Relations Act 2000. The purpose of this leave is for improving relations among Unions, Employees and the Employer and for promoting the object of the Act.

## 28 RIGHT OF ENTRY

A representative of a Union party to this Agreement shall be entitled to enter the work site at reasonable times for the purposes related to the employment of its members or for purposes relating to the Union's business, subject to the requirements of Sections 20 and 21 of the Employment Relations Act 2000.

## 29 UNION MEETINGS

Employees shall be entitled to four hours paid time off scheduled work to attend meetings (called by the Union) during each calendar year, for the purposes of discussing employment related matters. The Employer must be consulted regarding any request for such a meeting during the term of this Agreement so that arrangements are mutually agreed in respect to date, place and time of such meeting. Such agreement shall not be unreasonably withheld but where agreement is not reached the Union must give at least 14 days' notice to the Employer of the date and time of any meeting. Payment will only be made on proof of attendance. Sufficient employees will remain at work so that the Employer's business is maintained during any meeting. The Employer shall make every endeavour to release as many employees as possible to attend such meetings.

## 30 TERM OF AGREEMENT

This Agreement shall come into force on 1 July 2020 and shall expire on 30 June 2022.

Dated at Christchurch this 16<sup>th</sup> day of December 2020

For: Brackenridge Services Limited

A. Stewart 16.12.20

For: The New Zealand Nurses Organisation Inc.

[Signature]

For: The National Union of Public Employees Inc.

[Signature]