

**Serco Auckland South Corrections Facility  
Nurses' Collective Agreement  
1 July 2018 - 30 June 2020.**

**Subject**

**Clause Number**

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## About this Agreement

### 1. Title

This Agreement is to be known as the Auckland South Corrections Facility Nurses' Collective Agreement 1 July 2018 – 30 June 2020, and is made pursuant to the Employment Relations Act 2000.

### 2. Scope & application

This Agreement applies to persons employed by Serco New Zealand Limited, employed at Auckland South Corrections Facility, who are or become members of the New Zealand Nurses Organisation Incorporated and who are engaged in the job classifications set out in the coverage clause of this agreement.

### 3. Parties

The parties to this Agreement are:

- (a) Serco New Zealand Limited ("the Company"); and
- (b) New Zealand Nurses Organisation Incorporated (NZNO) ("the Union")

### 4. Coverage

This Agreement covers all persons who are employed by the Company as Clinical Team Leader, Nurses, Mental Health Nurses and Healthcare Assistants and who are members of the Union employed at Auckland South Corrections Facility.

The parties agree that where any employee is engaged to work within the areas covered by this Agreement by the Company and there is no classification and/or rate provided in this Agreement for that work, the parties shall negotiate and this Agreement shall be varied in accordance with clause 8 to incorporate an appropriate classification and/or rate of pay.

The Company's operation at Auckland South Corrections Facility is subject to a contract to with the Department of Corrections, and that the Company may take any actions reasonably necessary to comply with that contract and mandatory requirements from the Department of Corrections in consultation with NZNO.

### 5. New Employees

When a person is appointed to a position where the work to be done falls within the coverage clause of this Agreement, the Company shall:

- Inform the employee that this Agreement exists and covers the work to be done by the employee;
- Give the employee a copy of this Agreement;
- Inform the employee that he/she may join the Union, which is a party to this Agreement;
- Provide information as to how to contact the Union;

- Inform the employee that if the employee joins the Union, Union subscriptions will be deducted from their pay each week and forwarded by the Company to the Union;
- Inform the employee that if the employee joins the Union, he or she will be bound by the Agreement; and
- Advise and allow the Union time to meet with new employees or a group of new employees to explain the role of the Union.

During the first 30 days of employment, the terms and conditions of the person appointed will be the terms and conditions in this Agreement and any other terms that are not inconsistent with this Agreement.

## 6. Term

This Agreement will come into force on 01 July 2018 and expire on 30 June 2020. The terms and conditions are subject to the application provisions provided for in the Memorandum to this Agreement

## 7. Definitions

“Agreement”	means the Serco Auckland South Corrections Facility Nurses’ Collective Agreement 2018-2020.
“average daily pay”	shall have the meaning provided by the Holidays Act 2003 as amended.
“average weekly earnings”	shall have the meaning provided by the Holidays Act 2003 as amended.
“Clinical Team Leader”	means a nurse responsible for day to day co-ordination and management of the health centre staff, reporting to the Head of Clinical Services or equivalent.
“Company” or “Serco”	means Serco New Zealand Limited.
“employee”	means an employee of the Company whose job classification is within the coverage clause of this Agreement.
“exceptional circumstances”	means an event or situation which has substantial or potential impact on the working environment.
“existing employee”	means a person who is actually employed by the Company at or before the date of commencement of this Agreement.
“Facility/s”	means the Auckland South Corrections Facility.
“Healthcare Assistant”	means an employee who is an auxiliary to the nursing team and is able to perform tasks in their position description relating to client care and who works under the direction of a registered nurse.
“Nurse” or “Registered Nurse” or “Psychiatric Nurse”	shall mean an employee who is qualified for registration under the Health Practitioners Competence Assurance Act 2003 as a comprehensive, psychiatric, general and/or obstetric nurse.
“partner”	means a person to whom an employee is married to or in a civil Union, or in a de-facto relationship.
“place of work”	means any designated or nominated unit, area, centre or location within Auckland South Corrections Facility.

“policies and procedures”	means the Company policies and procedures that may be amended from time to time that are available for employees.
“pro rata basis”	means in proportion to the number of hours a part time employee is engaged to work per week divided by 40.
“relevant daily pay”	shall have the meaning provided by the Holidays Act 2003 as amended.
“rostered employee”	means any employee working in accordance with a roster whether standard hours or variable hours and/or a designated pattern of hours of work.
“Roster System”	means the overall work pattern and structure of hours of work applicable to employees.
“misconduct or serious misconduct”	shall have the meanings defined by the Company Code of Conduct, the Employee Guidelines and any other Company policies and procedures that may be in force and that may be amended from time to time.
“shift”	“A shift” shall be defined as a planned period of work not less than 7 paid hours per day and not more than 12 paid hours per day.
“shift worker” (i) (ii) (iii)	means an employee that is: employed to work shifts that are continuously rostered for 7 days a week; and is regularly rostered to work those shifts; and is a rostered employee.
“Union” or “NZNO”	means the New Zealand Nurses Organisation Incorporated.
“working week”	means the period of time during which an employee works the average number of hours of work required under the roster applicable at that time. If an employee is ordinarily rostered for four (4) days and works four (4) days this will constitute a week’s work.

## 8. Variation of Agreement

The parties may mutually agree to vary this Agreement. Such variation shall be in writing and signed by the parties and shall comply with any requirements as to Union member ratification.

## Employment

### 9. Types of employment

- (a) Employment may be full time, part time, fixed term or casual.
- (b) A full time employee is one who is engaged as such and who works an average of 40 hours per week, worked over a roster cycle as established by the Company.

- (c) A part time employee is one who is engaged as such and who works an average of less than 40 hours per week, worked over a roster cycle as established by the Company. A part time employee shall be paid an ordinary time hourly rate of pay based on the weekly rate of pay for the job classification level in which he or she is engaged to perform work. [i.e. weekly rate of pay for the job classification level divided by 40 = hourly rate of pay].

A part time employee is entitled to all provisions of this Agreement on a pro rata basis in accordance with the number of ordinary hours per week the employee is engaged to work.

- (d) "Casual" means an employee who has no set hours or days of work and who is engaged on an as required basis. Casual employees will not be engaged on a regular and sustained basis where it is reasonably practical to meet the requirements with full time or part time employees. Each engagement of a casual employee stands as a distinct and separate period of engagement. A casual employee is employed for a minimum of 4 hours for each engagement.
- (e) "Fixed Term" means an employment arrangement that is entered into in accordance with the provisions of section 66 of the Employment Relations Act 2000 where the reason for the fixed term must be set out in the employee's letter of appointment. The employee's employment shall end at the specified date or at the conclusion of a specified project or event, unless terminated earlier for cause. If the employee is subsequently employed on a permanent basis and there is no break in service as defined below, the service shall be aggregated to include the period of employment on a fixed-term agreement for the purpose of service-related entitlements.

## 10. Letter of Engagement

- (a) On or prior to commencing employment, each employee will be provided with a letter of engagement by the Company, which amongst other things will set out an employee's:
- Employment type;
  - Job classification;
  - Rate of pay;
  - Commencing hours of work and roster arrangements;
  - Commencing date of employment;
  - Probationary period – which for full time and part time employees may be a period not exceeding 3 months provided that the Company, at its discretion, may extend the probationary period for a further period of three months or such other lesser period as may be determined by the Company, to allow time for a member of staff to meet the necessary requirements of their position.
- (b) Each employee shall be provided with a copy of this Agreement and a copy of relevant Company policies or provided with electronic access to such policies.

Where any changes to these are proposed that may affect the work practices and/or working conditions of employees the employer will consult with these employees. The aim will be to reach agreement and management will take the views of staff into account as much as possible before making final decisions. Employees will be advised on any changes to applicable policies.

- (c) It is expected that employees will devote their working time and attention to the performance of their responsibilities and endeavour to the best of their ability to promote the interests of the Company. Employees may not, at any time during their employment with the Company, engage directly or indirectly in other employment or business that competes with the Company without first having obtained written approval from the Company.

- (d) Continued employment is subject to the employee maintaining their current annual practicing certificate and any accreditation or other qualification required for the job role as specified by the Company and professional practicing body.

Continued employment is also subject to the Company being satisfied that the employee has maintained a satisfactory check through NZ Police vetting. Such checks are required in order for the Company to evidence compliance with its contractual obligations and will be at the Company's expense.

- (f) Performance Reviews. Employees will participate and co-operate in the conduct of performance reviews in accordance with the Company's performance review process.

Performance reviews will be conducted on an annual basis with a six monthly "on track" review. Any remedial reviews and plans to address performance or conduct will be undertaken as required by the employee's identified manager.

## 11. Health and Safety

- (a) General Health & Safety Obligations

All parties shall comply with their respective obligations under the Health and Safety at Work Act 2015, and subsequent amendments. This includes the Company ensuring, so far as is reasonably practicable, the health and safety of its employees while they are carrying out work for the Company. Employees in turn will comply with all Company directions and instructions regarding health and safety and shall also ensure, so far as is reasonably practicable, that when at work employees do not undermine their own health and safety or that of any other person.

Employees shall ensure that they are familiar with Serco's health and safety policies and any modifications to those policies that may be introduced from time to time.

In particular, employees agree to wear protective clothing and safety equipment as supplied and directed by the Company; and when working outside use UV protection as provided by the Company.

- (b) Uniform

Where Nurses and Health Care Assistants are required to wear a uniform, this shall be provided free of charge, but shall remain the property of the employer. The numbers of uniforms issued will be in accordance with the applicable uniform policy and dress code and any changes to the uniform will be by consultation with the employees covered in this agreement.

- (c) Drugs, Alcohol and Medical Testing

In recognition that the facility is a safety-critical workplace, all illegal and nonprescription drugs and alcohol are prohibited at all times from prison premises. Employees are also not permitted to attend work or enter prison premises if intoxicated by alcohol or drugs including prescription drugs in accordance with the Company's Drug and Alcohol policy.

The Company may require employees to undertake such medical tests regarding alcohol and drugs that it deems appropriate including random drug and alcohol testing. Employees agree to submit to such random, just cause and incident-specific testing in accordance with the Company's Drug and Alcohol policy.

Refusal to submit to such testing may constitute valid grounds for termination of employment due to serious misconduct. Employees may also be dismissed by the Company for serious misconduct if found to be intoxicated or have tested positive for drugs or alcohol whilst on duty or on prison premises.



The Company undertakes to work proactively with staff that are found to have a drug or alcohol problem, and are seeking support to overcome the problem. In such cases disciplinary action will not be the first response. Where an employee has been unresponsive to an offer of help and are found to be intoxicated or unfit for duty then disciplinary action will be pursued at this point.

## 12. Ending Employment

- (a) During an employee's probation period, either the employee or the Company may terminate the employee's employment by giving 2 weeks' notice or by the Company without notice by paying 2 weeks ordinary time salary in lieu of notice.
- (b) After the probation period has ended, an employee's employment (other than a casual employee) may be terminated either by the employee or the Company by giving one month's notice in writing, or by the Company without notice by payment of ordinary time salary in lieu of notice.
- (c) When either an employee or the Company has given notice of termination of an employee's employment, the Company may require an employee to:
  - (i) not perform any work for it;
  - (ii) not attend the Company's places of business; or
  - (iii) perform only those duties which the Company specifies.
- (d) A specified/fixed term employee's employment ends at the date specified in the employee's letter of engagement, unless terminated beforehand in accordance with the provisions of sub clauses 12(a), (b), (c) or (f) hereof.
- (e) The employment of a casual employee may be terminated by either the employee or the Company by giving 4 hours' notice or by the Company by paying 4 hours ordinary time pay in lieu of notice.
- (f) In addition, the Company has the right to terminate an employee's employment without notice for serious misconduct or serious or persistent breach of the employee's terms or conditions of employment, and in such case the employee's salary and other entitlements will be paid up to the time of termination only.
- (g) Suspension. The Company may suspend an employee on full pay
  - I. a while investigating serious misconduct, negligence in the performance of the Employee's duties, or any other serious concerns relating to the Employee's employment; or
  - II. b where, because of a condition, illness, or injury, the Employer believes that the Employee constitutes an immediate hazard to themselves, or to others; or
  - III. c where, for any other reason, the Employer considers it reasonably necessary

Where practicable, the Company will discuss the proposal of suspension with the employee and consider the employee's views. Where it is not practicable the Company, after implementing suspension, will give the employee an opportunity to be heard on the ongoing suspension. The Company will suspend the employee for no longer than is reasonable and reserves the right to continue the suspension without pay where the employee refuses a lawful instruction to cooperate with any investigation or creates unreasonable delays or impedes such an investigation taking place to such an extent that the employee cannot be contacted or refuses to participate in this process, or if the suspension continues beyond 10 working days for any other reason beyond the Company's control and without reasonable explanation from the employee or representative.. In applying the provision, the Company commits to act with reasonable cause in each case.

- (h) Abandonment of Employment. In the event an employee has been absent from work for 3 consecutive working days without notifying the Company and the Company has made reasonable efforts to contact the employee, the employee's employment shall automatically terminate on the expiry of the third day without the need for notice of termination of employment. The automatic termination of employment may be voided where the employee can reasonably demonstrate that he/she was unable to contact the Company and where the overall circumstances of the abandonment of employment can be reasonably explained.
- (i) Termination on Medical Grounds. In any circumstances (irrespective of the period of absence) where the Company reasonably believes it to be necessary, the Company may require an employee to be medically examined by a medical practitioner nominated by the Company at the Company's expense and shall require a report from the medical practitioner in relation to the employee's capability for the proper performance of his/her duties. In assessing a timeframe for the employee's fitness for work, the Company shall take into account any report provided as a result of that examination, and any other medical report provided by the employee within a reasonable timeframe. The Company will manage any employee fitness for work situation in accordance with the Company Injury Management/Return to Work policy. If, in the Company's reasonable opinion after considering such reports, the employee is incapable of the proper performance of his/her duties by reason of illness or injury, the Company may terminate the employee's employment by giving one month's notice. In making any decision to terminate the Company will not rely on one report and will offer the employee the opportunity to present their own medical evidence.
- (j) Obligations on Termination. Upon the termination of the employee's employment for whatever reason, or at any other time if so requested by the Company, an employee shall immediately return to the Company all information, material or property (including but not limited to uniforms, identification card, protective equipment, computer disks, printouts, manuals, reports, letters, memos, plans, diagrams, security cards, keys, mobile phones and laptop computers) either belonging to the Company or the Company's responsibility and all copies of that material, which are in an employee's possession or under an employee's control.

### 13. Redundancy

- (a) The provisions of this clause apply to full time and part time employees, but do not apply to casual employees.
- (b) **Identification and notification of potential surplus staffing or restructure**
  - (i) The parties recognise the serious consequences that the loss of permanent employment can have on individuals and their families and undertake to explore all possible alternatives, including redeployment and retraining, before a proposed surplus staffing or restructure is determined.
  - (ii) Where the Company has reason to believe that the position being filled by an employee or employees is surplus to the needs of the Company, the Company will notify those affected by the potential surplus staffing situation, as well as the Union.
  - (iii) Discussions would include:
    - (i) the reasons for the proposed terminations;
    - (ii) measures to avoid or minimise the terminations; and
    - (iii) measures to mitigate the adverse effects of any terminations on the employee's concerned.
  - (iv) To minimise the need for compulsory redundancies, the Company will first call for expressions of interest in voluntary severance from those employees affected by the surplus staffing. The Company will endeavour to accommodate first preference on expressions of interest in voluntary severance however

this may not be practical given the Company's requirements for retention of particular skills and experience. The Company reserves the right to decline any expression of interest for voluntary redundancy.

- (v) The Company will manage all potential surplus staffing or restructure situations in accordance with the Employment Relations Act 2000 as amended.

### **(c) Redundancy Payments**

- (i) If a permanent employee's position is declared surplus, the employee shall be provided with four weeks' notice. Where four weeks' notice is not provided, four weeks wages in lieu of notice will be paid.
- (ii) Should the employee obtain alternative employment during the notice period, the employee may, with the consent of the Company, terminate his or her employment before the notice period has expired without forfeiting entitlement to redundancy compensation. The employee shall not be paid for the unworked period of notice.

The provision of the redundancy payments clause does not apply to fixed term employees

- (iii) Redundancy compensation shall be paid in accordance with the following formula: Four week's pay for the first complete year of 12 months' service, plus two weeks' pay for each completed year of service thereafter to a maximum of sixteen weeks (pro rata for an incomplete year of service).
- (iv) The payment shall be based on the average weekly earnings of the previous 12 months or the employee's ordinary salary at the time of termination, whichever is the greater.

### **(d) Redeployment**

Notwithstanding the above, the employee will not be entitled to redundancy compensation in the event that he or she is offered reasonable alternative employment by the Company and declines such offer of alternative employment. Such redeployment, that may be to an alternative site within greater Auckland, must meet the following tests:

- (i) it is substantially similar to the position currently held;
- (ii) it is within the employee's range of skills and capabilities; and
- (iii) the terms and conditions of employment are the same or no less favourable.

An employee shall have the option to accept an offer of alternative employment that does not meet the above tests and shall not be entitled to redundancy compensation in such circumstances.

Where an employee is redeployed and faced with excessive additional cost in travelling to work, when the additional distance exceeds 20 kilometers per scheduled shift, they will be paid at the prevailing IRD rate. This provision would be limited to the additional mileage and for two years or to the point of employee relocation whichever is the sooner.

### **(e) Time off for Interviews**

The Company shall give an employee identified as being surplus a minimum of three days off work without loss of pay to attend interviews for alternative employment. Time off for interviews shall taken at such times by prior agreement between the Company and the employee. In addition, a certificate of service will be provided and counselling and/or career coaching will be made available.

## 14. Employment Protection Provisions

- (a) These provisions are to provide protection to the employee if the Company sells, transfers or contracts out their business or part of their business (restructuring). If the Company considers doing so these provisions apply.
- (b) To provide protection of the employees' employment during restructuring the following process will be followed by the Company:
  - (i) The employee will be notified that restructuring is a possibility as soon as is practicable, subject to requirements to protect commercially sensitive information.
  - (ii) The Company will negotiate with the proposed new Company about the possibility of transferring the employee's employment to them on terms and conditions the same or substantially similar and with continuity of service. The Company will endeavour to get the new Company to agree to the employee to transfer on this basis.
- (c) The employee will be informed as soon as practicable of:
  - (i) Any offer the new Company intends to make to the employee
  - (ii) The likely dates of transfer
  - (iii) The anticipated impact on the employees employment
- (d) If the new Company offers the employee employment the employee will be given the opportunity to decide whether or not to transfer on the terms that the new owner and the Company negotiate.
- (e) In the event that there is a restructuring and the employee decides not to transfer, or is not offered employment by the new Company, the following process will take place:
  - (i) The Company will advise the employee of what entitlements are available under the employment agreement with the Company.
  - (ii) The Company will consult with the employee to explore any alternatives to redundancy.
- (f) If the employee decides not to transfer employment to the new Company where the employee's employment will be on terms and conditions that are the same or not substantially less favourable and with continuity of service, the employee will, in any event, not be entitled to redundancy compensation as provided for in this Agreement.

Where an employee is redeployed and faced with excessive additional cost in travelling to work. This provision will apply when the additional distance exceeds 20 kilometers per scheduled shift. This will be paid at the prevailing IRD rate,

## Position Classifications, Remuneration, Allowances and Related Matters

### 15. Position Classifications and Salary Rates

(a) Position classifications and minimum ordinary time salaries in this Agreement are set out in the table below.

Position Classification (FT)	Induction Band for Grade [\$pa]			Grade	Standard rate post induction Grade [\$pa]	
	Grade	1-Jul-18	1-Jul-19		1-Jul-18	1-Jul-19
Registered Nurse Step 3 (minimum 2yrs post registration)	RN3	75,152	77030.34	RN3	83,992.92	86,092.74
Registered Nurse Step 2 (minimum 1yr post registration)	RN2	71,946	73,744.34	RN3	79,571	81,560.50
Registered Nurse Step 1 (Graduate)	RN1	60,783.84	62303.43	RN1	68,520.54	70233.55
Health Care Assistants Step 2 (minimum 2 years experience)+	HCA 2	48,626.46	49,842.12	HCA 2	58,573.5	60,037.83
Health Care Assistants Step 1	HCA 1	46,417.14	47,577.56	HCA 1	53,048.16	54,374.36

Position Classification	Entry Level	Increases
Clinical Team Leader	<p><b>2018 Range</b> \$88,115 to \$95,712 as determined by the Company, having regard to the employee's relevant skills and experience.</p> <p><b>2019 Range</b> \$90,318 to \$98,105 as determined by the Company, having regard to the employee's relevant skills and experience.</p>	Any increases will form part of the relevant performance remuneration policy.

Note: Weekly salary rate is annual salary divided by 52; hourly salary rate is annual salary divided by 2080 hours.

(b) Progression/placement on salary scale.

- (i) On appointment, the Company shall place employees on the relevant induction step in the salary scale that recognizes previous nursing or other work experience.

- (ii) All new employees will be subject to a minimum induction period of 3 months that will be based on a combination of training and worked shifts. An induction salary rate of pay will apply for this period as detailed at (a) above.
- (iii) Subject to the provisions in 10 a) new employees will automatically progress to the standard rate for the relevant position classification based on years of registration for Registered Nurses and years of relevant experience for HCAs.
- (iv) Progression through the salary scale shall be on the anniversary of registration for Registered Nurse and the anniversary of relevant experience for HCAs.
- (v) Any delay to the review process will not prejudice the application of (iii) above with regard to the date the new salary applies. Employees will also continue to participate in the Serco performance review process.
- (vi) The Company shall provide the employee in writing the outcome and reasons for placement arising from the recognition programme process. Where the employees are not successful in advancing to the next level they shall be given guidance in terms of actions to be taken for successful progression.
- (vii) Where the employee perceives the outcome of the induction or applicable recognition programme for RN and HCA to be unfair the employee has the right to appeal to the head of human resources. A request for review of the decision must be in writing and forwarded, setting out clearly the grounds for appeal within 30 days of the performance review and competency review results. The employee may request Union support in their appeal. The head of human resource's decision with supporting reasons, shall be given in writing to the employee within 30 days. If the employee is successful in their appeal the new salary shall be backdated to the employee's applicable performance review and competency review date.

## 16. Payment of salaries

Salaries (after tax and any authorized deductions) are paid fortnightly by direct deposit into an account nominated by an employee at a bank or financial institution, provided the financial institution is capable of receiving electronic transfer of salary deposits.

By signing this Agreement, the Employee gives written consent to the Company to, on termination of employment and in accordance with the Wages Protection Act 1983 make reasonable deductions from an employee's pay (including holiday pay on termination of employment) for the value of any Company property not returned, with due allowance for wear and tear, or any other debt including holiday pay paid in advance, that the employee owes to the Company. There will be notification to the employee before any deduction is made.

## 17. Superannuation

In addition to the minimum salaries prescribed in clause 15 hereof, the Company will make contributions to the employee Kiwi Saver Scheme in accordance with the provisions of the Kiwi Saver Act 2006 as amended.

## 18. Allowances

### Call Back and On call

- (a) In the interest of healthy rostering practices the allocation of on call time should be spread as evenly as practicable amongst those required to participate in an on call roster. Employees will be compensated for additional hours worked in accordance with clause 26.
- (b) A call-back occurs when an employee having ceased work and left the single point of entry, is contacted and called to work before the normal starting time of their next shift. Each call back must be paid for a minimum of 3 hours and each call back completed within three hours will be regarded as one call-back.
- (c) Except in the case of emergency, when staff are required to work additional hours the work will be arranged so they have a break of at least 9 consecutive hours from the completion of the call back to the start of next shift. Where employees are called back between 2300 and 0500 hours the break must be provided after the call back unless otherwise agreed between the employer and the employee.  
Where there is a reduced shift hours worked to enable the nine hour break the employee will be paid as if they worked their full rostered shift.
- (d) When Serco requires staff to be on call they will be paid \$25 per day while so required.
- (e) No employee shall be required to work more than four on call periods in a four week roster cycle. Employees shall not be rostered on call on their rostered day off. An employee who is required to be on call shall be supplied with a cell phone where required by the employee.
- (f) Where the employee is rostered on an on call roster and receives a work related telephone call where the issue of patient care can be resolved over the telephone and that does not result in a call back, they shall receive a payment of \$10.00 per call.
- (g) When employees are required to travel to work (on call and call back) they shall be entitled to claim mileage to and from work at the prevailing IRD Rate (currently set at 73c per km).

### Retention Allowance

Where an employee achieves three years continuous service with Serco during the term of the agreement the employee will be entitled to a one off payment of \$1,000 to be paid as a lump sum in the pay run immediately following the employees anniversary date. Should the employee achieve five years continuous service with Serco during the term of the agreement the employee will be entitled to a further one off payment of \$1,500 to be paid as a lump sum in the pay run immediately following the employees anniversary date.

For the purpose of Retention allowance service with Serco New Zealand Limited will be recognised (ie includes an employee's service at Mount Eden Corrections Facility)

If an employee has had the anniversary prior to ratification, the retention allowance will be paid out in the next pay cycle following ratification.

### Higher Duties Allowance

Where an employee is required and appointed by the Company in writing to undertake a higher level of duty or responsibility for not less than one working week, the employee shall be entitled to receive an allowance of 5 per cent of their current salary or the minimum for the higher grade, whichever is the greater only for the period of higher duty in accordance with Company policy. Higher duties allowances will be managed in accordance with Company Higher Duty policy.

## 19. Reimbursement of Expenses

- a) Employees shall be entitled to be reimbursed by the Company of all expenses reasonably and properly incurred by the employee in the performance of their duties including travel and accommodation, as per Company policy, provided the employee produces appropriate receipts to the Company when requesting reimbursement.
- b) Employees shall be entitled to an advance of expenses of up to 100% of those reasonably anticipated, notwithstanding that any overpayment must be returned to the Company as soon as possible following their return to the establishment. The Company reserves the right to recover any advance made but not required or supported by receipts from an employee's salary.
- c) When an employee is required by law to hold an annual practicing certificate that is relevant to performance of the employee's duties, the cost of the certificate will be refunded to the employee.
- d) Mileage will be paid at the prevailing rate to attend professional development where it is located off site and it is further than the distance the employee would normally travel between home and work. The kilometers paid would only be those in excess of the difference at the prevailing IRD rate.

## Hours of Work

### 20. Hours of work – full time employees

- (a) The ordinary working hours for full time employees shall be a weekly average of 40 hours a week over a roster cycle of up to 4 calendar weeks in accordance with the Roster System. All ordinary hours are to be worked with a maximum of 12 paid hours per day. The minimum shift length will be 7 paid hours unless by mutual agreement,
- (b) No employee shall work more than six consecutive shifts. All shifts will be continuous (minus breaks) in any one day and total hours shall not exceed 48 hours work without two consecutive days off and 54 hours work without three consecutive days off.
- (c) Employees will be entitled to a rest period of 10 hours between the completion of ordinary work on the one day and the commencement of ordinary work on the next day. This clause will not apply in cases where mutual agreement exists.
- (d) For the purpose of attendance, starting and finishing times for any shift or period of work will be measured from the time the employee arrives at the gatehouse within the prison.
- (e) The Company and employees may agree to a variation of hours to provide additional ordinary hours at ordinary time payment.
- (f) At least two consecutive days off will be rostered except by mutual agreement. These days off may fall separately no more than once every four weeks.
- (g) As the Company operations are 365 day operations, the facilities' rosters may require employees to work on public holidays.



## 21. Hours of work – part time employees

- (a) Ordinary hours of work shall be a weekly average of less than 40 hours a week over a roster cycle of up to 4 calendar weeks in accordance with the Roster System. All ordinary hours are to be worked with a maximum of 12 paid hours per day. The minimum shift length will be 7 paid hours unless by mutual agreement
- (b) No employee shall work more than six consecutive shifts. All shifts will be continuous (minus breaks) in any one day and total hours shall not exceed 48 hours work without two consecutive days off and 54 hours work without three consecutive days off.
- (c) Employees will be entitled to a rest period of 10 hours between the completion of ordinary work on the one day and the commencement of ordinary work on the next day. This clause will not apply in cases where mutual agreement exists.
- (d) For the purpose of attendance, starting and finishing times for any shift or period of work will be measured from the time the employee arrives at the gatehouse within the prison.
- (e) Additional hours worked in excess of rostered hours will accrue for the purposes of the employee's pro-rated entitlements.
- (f) All other provisions of this Agreement not expressly varied by this clause shall have application to part time employees.
- (g) The Company and employees may agree to a variation of hours to provide additional ordinary hours at ordinary time payment.
- (h) At least two consecutive days off will be rostered except by mutual agreement. These days off may fall separately no more than once every four weeks.
- (i) As the Company operations are 365 day operations, the facilities' rosters may require employees to work on public holidays.

## 22. Hours of work – casual employees

Casual employees shall be paid for the time actually worked with a minimum of 4 hours for each engagement and each engagement shall stand alone for this purpose.

- (a) Casuals will be paid at the hourly rate for their classification.
- (b) All ordinary hours are to be worked with a minimum of 4 and a maximum of 12 in any one day, unless otherwise mutually agreed.
- (c) Casuals may be notified of roster changes no later than 2 hours prior to the commencement of work. If the employee is not able to work the changed shift then the provisional clause 12 (e) shall apply.
- (d) For the purpose of attendance, starting and finishing times for any shift or period of work will be measured from the time the employee arrives at the gatehouse within the prison.

## 23. Roster System

- (a) The Roster System shall be drawn up in consultation with the Union and provide adequate rest periods and rostered days off ensuring safe and healthy rostering practices. Any substantial change to the Roster System will require consultation with the Union and employees. A copy of the roster shall be accessible to employees.
- (b) The Roster System or particular rosters provided for by that Roster System shall not be amended except in exceptional circumstances such as pandemic or critical staff shortage. In circumstances such as these the company may request a change in rostered hours or days on short notice to meet clinical standards.
- (c) Where a shift is cancelled on short notice under this clause the employer will make a compensation payment to the employee who would otherwise have worked on the cancelled shift calculated on the following basis:
  - I. if an employee's shift is cancelled once they have started work on the shift, the employee will be paid the remuneration they would have been paid if they had worked the entire shift;
  - II. if the employee received no notice of the cancellation and arrived at work for their shift, the employee will be paid the remuneration they would have been paid if they had worked that shift;
  - III. if the employee received 2 days' notice or less, the employee will be paid 40% of remuneration they would have been paid if they had worked that shift;
  - IV. In any case, the employee will not receive less than the weekly contracted hours where there has been a change under this clause.
- (d) Rosters will be managed in accordance with the Company Roster and Timesheet Policy.
- (e) Rosters will be posted 2 weeks in advance and show shifts for a minimum of 4 weeks.
- (f) Subject to the approval of the Company, it is an acceptable practice for an employee to mutually arrange to temporarily change shifts. Shifts so changed shall occur within a pay cycle and be paid for at the rates applicable to the worked time.

## 24. Meal and Rest Breaks

All employees are entitled to take rest and meal breaks, in accordance with this clause and clause 25 below. The timings of rest and meal breaks can be flexible and can follow any arrangement agreed between the Company and the employees. Meal breaks are to be taken in working time after an employee has worked 5 continuous hours, subject to the security requirements of the Centre. Such meal breaks shall be arranged so as to be spaced as near as possible at even intervals. Rest breaks are to be taken half way between the start of the shift and the meal break and the other to be taken half way between the meal break and the finish of the shift. Rest breaks are to be taken at such times as will not interfere with the continuity of work where continuity is necessary.

- (a) For Shifts of Two Hours or more, but not more than Four Hours, entitlement is:
  - One paid 10 minute rest break.
- (b) For Shifts of more than Four Hours, but not more than Six Hours, entitlement is:
  - One paid 10 minute rest break; and
  - One unpaid 30 minute meal break.
- (c) For Shifts of more than Six Hours, but not more than Eight Hours, entitlement is:

- Two paid 10 minute rest breaks; and
  - One unpaid 30 minute meal break
- (d) For Shifts of more than Eight Hours, entitlement is:
- If more than an eight hour period is worked, these requirements automatically extend to cover the additional hours, on the same basis/formula, as the above.
- (e) Where an employee is unable to take a meal break due to an emergency or because the employee is required to remain in the facility as the sole registered nurse, all reasonable attempts will be made to find an alternative time, where this is not possible the employee will receive payment for the meal break (i.e. 30 minutes) at their normal rate of pay and a meal will be provided.

## 25. Combined Rest Breaks/Meal Break

Where the taking of a rest break is challenging due to operational demands, this may be added to the meal break of that same day, subject to mutual by agreement employee and company.

Where the length of a shift would allow three rest breaks, three rest breaks may be combined into one 30 minute paid meal break, which can be taken alongside the unpaid meal break, subject to approval by the Company.

## 26. Additional Hours

Staff may be required by Serco to work reasonable additional hours to meet the needs of the service, which are influenced by operational fluctuations and patient's needs, but Serco shall endeavour to minimise the extent to which the staff are required to work additional hours. Time worked in excess of the rostered ordinary hours including any agreed variation of ordinary hours of work will be compensated as follows:

- (a) Paid at the rate of time and a quarter (where base rate equals salary divided by 2080)
- (b) Where more than 1 additional hour is worked which is over and above those rostered on a particular day, a suitable meal shall be provided to the employee (but excluding where a prior arrangement has been made to work such additional hours).
- (c) Where there are existing time in lieu (TOIL) balances these will be paid at normal time (T1) or the leave may be taken by mutual agreement.

## Leave

### 27. Annual Leave (Holiday Leave)

- (a) Fulltime and part time employees are entitled to 5 weeks paid annual leave for each completed 12 months of continuous employment. Annual leave shall be taken and paid in accordance with the Holidays Act 2003 and subject to other provisions in this clause. For part time employee's, what constitutes a working week for the purposes of annual leave will be defined in their letter of engagement (failing which it will be the number of hours they are rostered to work in an ordinary week).
- (b) To maintain consistency in the crediting and deduction of leave, entitlements will be expressed in hours and allocated on a pro-rata basis according to the entitlements at a) above.

- (c) Annual leave is to be taken at dates agreed between an employee and the Company as soon as practicable after an employee's full entitlement to leave becomes due, but in any case normally no later than 12 months after full entitlement becomes due (i.e. within 12 months following the anniversary of an employee's employment with the Company). Annual leave that has been accrued may be taken in advance by agreement. No more than 5 weeks of entitled annual leave should be outstanding at any point in time, unless mutually agreed. Any entitled leave beyond five weeks of entitlement not taken by the employee, unless mutually agreed, will be assigned by the Company to be taken at the earliest opportunity.
- (d) In circumstances where agreement as to the date(s) of taking leave cannot be reached, the Company must give at least 1 months' notice of the intention for the employee to take annual leave. The Company will endeavour to give employees notice of the requirement to take leave as far in advance as possible.
- (e) Employees shall be allowed to take a minimum of two weeks consecutive leave in each 12 month period following 12 months continuous service. Employees will give as much as notice as possible to request annual leave. Annual leave once approved can only be changed by mutual agreement.

## 28. Public holidays

- (a) Public holidays will be allowed in accordance with the Holidays Act 2003 as amended.
- (b) The following days are deemed to be public holidays: Christmas Day, Boxing Day, New Year's Day, 2nd January, Anniversary Day, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, Sovereign's Birthday, Labour Day.
- (c) The observance of the prescribed holidays shall be in accordance with the Holidays Act 2003. Where Waitangi Day, Anzac Day, Christmas Day, Boxing Day, New Year's Day and 2nd January fall on a Saturday and/or Sunday, they shall be transferred to the following Monday and/or Tuesday for those employees who do not work that Saturday and/or Sunday.

The observance of the prescribed holidays shall be in accordance with the Holidays Act 2003. Where Waitangi Day, Anzac Day, Christmas Day, Boxing Day, New Year's Day and 2<sup>nd</sup> January fall on a Saturday and/or Sunday, they shall be transferred to the following Monday and/or Tuesday for all employees.

### Example:

A shift worker who could work any day of the week in accordance with the roster system works on works through the Christmas period. Salary and entitlements are as follows:

Christmas Day (25 December, Saturday)	-	paid at T1.5 plus Alt Holiday
Boxing Day (26 December, Sunday),	-	paid at T1.5 plus Alt Holiday
27 December, Monday	-	Paid at ordinary hours
28 December, Tuesday	-	Paid at ordinary hours

A shift worker who could work any day of the week in accordance with the roster system is rostered off duty on 25 December and/or 26 December but works on the observed of either 27 and/or 28 December Salary payment are as follows:

27 December, Monday	-	T1.5 plus Alt Holiday
28 December, Tuesday	-	T1.5 plus Alt Holiday

- (d) Off duty day upon which the employee does not work:
- (i) Fulltime employees –  
For fulltime employees and where a public holiday, falls on the employee's rostered off duty day, the employee shall be granted an alternative holiday at a later date.  
  
In the event of Waitangi Day, Anzac Day, Christmas Day, Boxing Day, New Year's Day or 2 January falling on either a Saturday or Sunday and a full time employee is rostered off duty on both that day and the weekday to which the observance is transferred, the employee shall only receive one alternative holiday in respect of each public holiday.
  - (ii) Part-time employees –  
Where a part-time employee's days of work are fixed, the employee shall only be entitled to public holiday provisions if the day would otherwise be a working day for that employee.  
Where a part-time employee's days are not fixed, the employee shall be entitled to public holiday provisions if they worked on the day of the week that the public holiday falls more than 40 % of the time over the last three months. Payment will be relevant daily pay.
- (e) Employees may be required by the Company to work on a public holiday. Employees who are required to work on a public holiday shall be paid at the relevant daily pay for the hours actually worked, plus half that amount again (T1.5).
  - (f) Employees who are required to work on a public holiday are entitled to an alternative day to be taken on a day that is agreed between the employee and the Company, which would otherwise be a working day. The employee will give 14 days' notice of her/his intention to take the alternative day. The alternative day must be approved by the employee's manager or central rostering.
  - (g) Where an employee becomes entitled to an alternative paid holiday and 12 months have passed since the employee's entitlement to the alternative holiday arose, pursuant to the Holidays Act 2003 the employee may request the Company to exchange the employee's entitlement to an alternative holiday for payment at the employee's average daily pay rate.
  - (h) Where a public holiday falls on a day on which the employee usually works and that employee is granted or is required to take paid leave, then the employee will be paid at the relevant daily rate for the time that she / he would normally have worked on that day.

## 29. Sick Leave

- (a) The provisions of this clause apply to full time, fixed term and part time employees but do not apply to casual employees. Casual employees will receive sick leave in accordance with the Holidays Act 2003 as amended.
- (b) In accordance with the Holidays Act 2003, after six months continuous service with the Company, an employee is entitled to 7 days for each year of employment from the 6 month anniversary. This accumulates from year to year without limit for use in future years but will not be cashed up or paid out on termination of employment.
- (c) An employee may take paid sick leave if:
  - (i) the employee is sick or injured; or
  - (ii) the employee's spouse is sick or injured; or
  - (iii) a person who depends on the employee for care is sick or injured.

- (d) Extended (discretionary) paid sick leave. In addition to the paid sick leave entitlements set out above hereof, upon written application from the employee, the Prison Director may, at his/her sole discretion, where the employee has exhausted his/her sick leave entitlement, (that shall be not unreasonably withheld), extend paid sick leave:
- (i) for an employee who is suffering from a serious illness that requires hospitalisation and/or subsequent significant time off work for recuperation/rehabilitation at home upon submitting the required medical evidence.
  - (ii) the employee has provided and/or has authorised the Company to obtain written opinion from a registered general medical practitioner and/or a registered specialist medical consultant as to the nature and extent of the illness or injury suffered by the employee and the prognosis/estimated time for the employee to return to work;
  - (iii) as a general guide, extended sick leave would not exceed a period of up to 20 days provided that the Director shall have final right to approve an application for extended sick leave and the period of extended sick leave.
- (e) Nothing in this clause relating to extended sick leave shall limit the Company's right to terminate employment provided for in clause 12 of this Agreement.
- (f) Where an employee seeks sick leave within the first 6 months of employment, upon written application from the employee, discretionary paid sick leave may be considered and will be subject to the Director's approval.
- (g) Employee must give notice. As soon as practicable and within 3 hours of the commencement of such absence, the employee shall inform the Company of his or her inability to attend for duty. The notice must include:
- evidence the Company reasonably requires that the leave is taken for the reason specified; and
  - how long the employee expects to be away from work.

If it is not practicable for the employee to give prior notice of absence, the employee must notify the Company by telephone at the first opportunity.

- (h) To support a claim for sick leave, the Company is entitled to require the employee to provide a medical certificate in respect of three or more consecutive calendar days of absence claimed to be due to illness or injury, whether or not the days would otherwise be working days for the employee. Where the employee is drawing on accumulated sick leave or has no sick leave entitlement, the Company is entitled to require the employee to produce a medical certificate for any absence. The requirement for a medical certificate shall be made known to the employee. Where there is a requirement for proof of sickness or injury within three calendar days, excluding the circumstances provided for above, the Company shall meet the reasonable costs in obtaining the proof.
- (i) Sick leave may be taken and processed in actual time taken but no less than one hour of time including for medical appointments where up to two hours leave may be taken where an appointment cannot be gained outside of the employee shift hours.
- (j) Annual leave in lieu of sick leave. An employee who is absent due to sick leave as defined in 29 (c) and who has exhausted his/her-paid sick leave, and discretionary sick leave where granted may access, with the Director's written approval his/her annual leave entitlement so long as there are exceptional circumstances.
- (k) Non work related injuries. It is agreed that in regard to non work injuries where ACC leave is applicable, where the employee so requests the Company agrees to pay the 20% of base salary "top up" from any residue of untaken sick leave.

- (l) Work related injuries It is agreed that in regard to work related injuries where ACC leave is applicable the Company agrees to pay the 20% of base salary “top up” whilst the employee concerned continues to co-operate with the absence management procedures and the requirements of 12 (i).

### **30. Bereavement leave**

- (a) Employees are entitled after two months current continuous service to 3 days bereavement leave upon the death of the employee’s spouse or partner, parent, child, brother, sister, grandparent, grandchild, or the parent of the employee’s spouse or partner.
- (b) Employees are entitled after two months current continuous service, on the death of any other person, if the Company accepts that the employee has suffered a bereavement, to one day’s bereavement leave. Factors the Company will consider in these circumstances include:
- (i) the closeness of the association between the employee and the deceased
  - (ii) whether the employee has had to take significant responsibility for all or any of the arrangements for the ceremony relating to the death; an
  - (iii) any cultural responsibility of the employee relating to the death
- (c) Where an employee requests bereavement leave within the first 2 months of employment, upon written application from the employee, discretionary paid bereavement leave may be considered and will be subject to the Director’s approval. Additional unpaid bereavement / compassionate leave may be taken at the discretion of the Company.
- (d) Payment for bereavement leave will be equivalent to the employee’s relevant daily pay for each day of the bereavement leave taken by the employee that would otherwise be a working day for that employee.
- (e) Upon request the employee may be asked to provide information in support of their claim to bereavement leave such as a copy of a death notice.
- (f) The Company will consider any special and/or cultural circumstances with regard to granting bereavement leave or Tangihanga Leave.
- (g) The Company is responsible for arranging cover for the relevant shift(s).

### **31. Parental leave**

Parental leave shall be granted and taken in accordance with the Parental Leave and Employment Protection Act 1987 and its subsequent amendments.

### **32. Domestic Abuse Policy**

Leave and support will be applied according to the ASPAC Domestic Violence Leave Standard Operating procedure dated 22 July 2016.

### 33. Paid Study Leave and Training

- (a) Full time employees are entitled to 40 hours paid study leave per year, for approved study. Part time employees will be entitled to study leave on a pro rata basis.
- (b) For each registered nurse an allowance of \$5000 will be made available each year. For each HCA an allowance of \$2000 will be made available.
- (c) The Company will make all reasonable endeavours to support the application for study leave.
- (d) Serco may approve leave and funding to enable employees to undertake the course of study to complete qualifications, to attend courses and seminars and to undertake research relevant to Serco and which facilitate the wider growth and development of the employee concerned. Such a course of study will be linked to the performance development review process. Any funding must be agreed between the employee and Serco at least 30 days prior to the course being undertaken. Should the employee leave the employment of Serco within the 12 months of the expense being incurred a part or all of the allowance, the employee shall be liable to reimburse Serco on the basis of: 100% within 3 months, 75% within 6 months and 50% within 9 months The Company reserves the right to refuse the leave or to suggest a suitable alternative agreement.

The above entitlements exclude compulsory training. Serco will provide appropriate training to enable employees to perform their role safely and efficiently, including a schedule of care training programmes appropriate to the position. Employees have a responsibility to participate in the training opportunities offered and continue to improve their level of competency.

If an employee does not achieve and maintain the standards of competency set out in this clause, the employee's employment may be terminated.

- (f) Staff working on preparing a portfolio, obtaining or maintaining skill levels associated with the applicable Recognition Programme are entitled to an additional day of leave in order to undertake research or study associated with meeting the programme requirements, except for RN seeking Expert two days leave will be allowed.
- All staff will receive the opportunity for support, education and training to meet the criteria for advancement through the levels.
  - The criteria will be applied consistently.
  - The process will be simple, objective and transparent.
  - The professional development structure requires commitment to education and development of expertise through opportunities for continuing education. Both the Employer and the Employees have a responsibility to facilitate education.
  - Progression through the levels will be based solely on achievement of specified and agreed criteria. Budget considerations will not affect progression.
  - Performance management will be integral to the operation of this structure, including an annual performance review and coaching.



## 34. Recognition Programme

### Professional Development and recognition programme Registered Nurses

- (a) The Serco RN PDRP programme is based on the Counties Manukau District Health Board (CMDHB) PDRP programme.
- (b) The aims of PDRP for nurses are to:
  - a. Ensure that all nursing staff maintains a professional portfolio that contains evidence of competent practice in compliance with the NCNZ competencies and continuing competence requirements.
  - b. Validation and maintenance of level of practice.
  - c. Encourage & recognises nursing professional achievement.
  - d. Value nurses who effectively initiate care that meets the needs of the patient.
  - e. Maintain a fair and transparent process.
- (c) In recognition of the importance of increasing the number of expert/accomplished and proficient nurses, an employee who reaches the following levels will receive a pro-rate allowance as long the employee maintains that level of practice. All levels of practice allowances shall be added to the base rate of pay and be payable on all hours worked, and shall attract penal rates and overtime.
- (d) The rates of these allowances are as follows and apply from the date of successful submission of a portfolio:
  - a. RN Expert: \$3000 p.a.
  - b. RN Proficient :\$2000 p.a.
- (e) All RNs will be able to progress within the pathway. Achievement of Competent level is expected. All PDRP's will be aligned to the "National Framework to Nursing Professional Development and Recognition Programmes", Nursing Council NZ and HPCA Act requirements.
- (f) New employees with relevant experience and accredited level of practise that's aligned to National Framework will retain the same due date and continue to receive their PDRP allowance until the next agreed due date.
- (g) New employees who have been accredited in a significantly different area of practice will be required to submit a full portfolio within 12 months which demonstrates the level currently working at.
- (h) If the nurse is unable to demonstrate proficient or expert/accomplished practice within the new area, a discussion needs to occur with the line manager at the three month review and the allowance may be stopped.

### Recognition programme HCA

The Serco HCA recognition programme is based on NZNO DHB MECA Merit step programme for HCAs (2005)'

- (a) The aims of recognition programme is to:
  - a. Validation and maintenance of level of practice.
  - b. Encourage & recognises HCA professional achievement.
  - c. Value HCA who effectively provide care under direction and supervision that meets the needs of the patient.

- d. Maintain a fair and transparent process.
- (b) In recognition of the importance of increasing the number of merit HCAs, an employee who reaches the following levels will receive a pro-rate allowance as long the employee maintains that level of practice. All levels of practice allowances shall be added to the base rate of pay and be payable on all hours worked, and shall attract penal rates and overtime.
- (c) The rates of these allowances are as follows and apply from the date of successful submission of a portfolio:
  - a. HCA Merit: \$1500 p.a.
  - b. HCA Competent: \$1000 p.a.
- (d) All HCAs will be able to progress within the pathway.
- (e) Staff working on preparing a portfolio, obtaining or maintaining skill levels associated with the Recognition Programme are entitled to 1 day pa of additional leave in order to undertake research or study associated with meeting the recognition requirements, regardless of level.
- (f) New employees with experience and recognised under the national framework (e.g. DHB Merit step), will retain the same due date and continue to receive their recognition allowance until the next agreed due date.
- (g) New employees from significantly different areas of practice will be required to submit a full portfolio within 12 months which demonstrates the level currently working at.
- (h) If the HCA is unable to demonstrate Merit practice within the new area, a discussion needs to occur with the line manager at the three month review and the allowance may be stopped.

## ***Consultation and Management of Change***

### **35. Management of Change**

- (a) Consultation between the Company, its employees and the Union is in compliance with the requirements of good faith on substantive matters of mutual concern and interest. Effective communication between the parties will allow for:
  - Improved decision making
  - Greater cooperation between the Company and employees
  - A more harmonious, effective, efficient, safe and productive workplace.

The Company recognizes the role of the employees' delegate and the NZNO in assisting in the good faith management of change.

- (b) Prior to the commencement of any likely significant change to staffing, structure or work practices, the Company will identify and give reasonable notice to employees who may be affected and to the NZNO to allow them to participate in the consultative process so as to allow substantive input. This shall not limit the Company's ability to explore and build business cases for potential change.
- (c) Where the Company receives an indication of likely significant changes, they undertake to advise staff and the NZNO as soon as practicable of the possibility of these changes.

- (e) Where changes are deemed commercially sensitive to the Company, NZNO and the employees involved in the management of such change, shall meet with the Company and endeavour to reach agreement on any necessary and appropriate confidentiality in relation to this.
- (f) Clause 34 is subject to the clause 4 and any mandatory requirements from the Department of Corrections.

## **Consultation**

- (e) Consultation involves the statement of a proposal not yet finally decided upon, listening to what others have to say, considering their responses and then deciding what will be done. Consultation clearly requires more than prior notification.
- (f) The requirement for consultation should not be treated perfunctorily or as a mere formality. The person(s) to be consulted must be given sufficient opportunity to express their view or to point to difficulties or problems.
- (g) 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 to 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.
- (h) Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome but that shall not limit the Company's management prerogative to decide upon and introduce change.
- (i) The consultation process will give employees affected, or likely to be affected, by any significant change to staffing, structures or work practice, and the NZNO, the opportunity to put forward their views on any proposals or options developed for change prior to any final decision being made.
- (j) The process will generally include, but not necessarily be confined to the following:
  - (i) Management will meet with employees likely to be affected and the NZNO to outline any initial business case for change, looking at the current situation and the future, given the factors that could give rise for the change.
  - (ii) Management will develop a plan or proposal with options that include possible implications in relation to staffing changes.
  - (iii) The plan or proposal will be circulated to employees likely to be affected and the NZNO, 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 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 to finalize the implementation plan.
  - (v) It is agreed that consideration will be given and maintained in the Company's management prerogative, rights and obligations to operate the business in an efficient, businesslike, safe and professional manner.

## 36. Resolution of Employment Relations Problems

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

### (a) Definitions

An “employment relationship problem” includes:

- A personal grievance;
  - A dispute;
  - Any other problem relating to or arising out of the employment relationship
  - But does not include any problem with negotiating new terms and conditions of employment.
- 
- A “personal grievance” means a claim that an employee has:
  - Been unjustifiably dismissed; or
  - Had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the Company; or
  - Been discriminated against in his/her employment; or
  - Been sexually harassed in his/her employment; or
  - Been racially harassed in his/her employment; or
  - Been subjected to duress in relation to Union membership.

**NOTE:** The terms used in this clause have precise legal meanings which are set out in detail in the Employment Relations Act as amended.

A “dispute” is a disagreement over the interpretation or application of an employment agreement.

### (b) Time Limit On Raising Personal Grievance

An employee who believes he/she has a personal grievance must raise the grievance with the Company within 90 days of the grievance arising (or of the employee becoming aware that he/she has a grievance).

### (c) Raising Employment Relationship Problems

An employment relationship problem should be raised and discussed with the employee’s manager as soon as possible.

The employee is entitled to seek advice and assistance from a Union representative in raising and discussing the problem.

The employee, Company and Union will try in good faith to resolve the problem without the need for further intervention.

### (d) Mediation

If the problem is not resolved by discussion, any party may (without undue delay) seek the assistance of the mediation services provided by the Ministry of Business Innovation and Employment or if both parties agree, an external, independent mediator.

All parties must co-operate in good faith with the mediator in a further effort to resolve the problem.

Mediation is confidential and, if it does not resolve the problem, is without prejudice to the parties’ positions.

Any settlement of the problem signed by the mediator will be final and binding.

(e) **Employment Relations Authority**

If the problem is not resolved by mediation, it may be referred to the Employment Relations Authority for investigation and determination.

**NOTE:** The powers of the Employment Relations Authority, and the remedies it may award, are set out in detail in the Employment Relations Act as amended.

## **Employee Relations**

The parties to this Agreement recognize the mutual benefit of good faith based employee relations.

### **37. Union Access**

Any official of the Union shall be entitled to access to the workplace in accordance with the provisions of the Employment Relations Act 2000 as amended.

### **38. Union Delegate/Workplace Representative**

- (a) The Company recognizes the Union delegates as the authorized representatives of all employees who come within the coverage of this Agreement and who are members of the Union. This includes recognition that their role as delegate includes recruitment, education, and attendance at meetings, negotiations and consultative forums. Employees shall have reasonable access to Union delegates to discuss bona fide work-related matters.
- (b) The Company accepts that employee job delegates are the recognized channel of communication between the Union and the Company in the workplace.
- (c) Accordingly where agreed by the Company on a case by case basis and as provided for in (d) below, paid time off (at ordinary time rates) shall be allowed for recognized employee delegates to attend meetings with management, consult with Union members, and other recognized employee job delegates and Union officials, to consult and discuss issues such as management of change, and representing employees.
- (d) Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.

The amount of paid time off and facilities provided shall be sufficient to enable delegates and Convenors of delegates (where these positions exist) to give adequate consideration to the issues in the workplace.

Where recognized workplace activities are required outside working hours, delegates shall be paid at ordinary rates or granted time in lieu on a time for time basis.

### **39. Employment Relations Education Leave**

Elected workplace representatives are entitled to Employment Relations Education Leave for approved courses in accordance with the provisions of the Employment Relations Act 2000. In any event, a minimum of three days training shall be allowed for up to two delegates that shall be taken in accordance with the notification requirements in accordance with the Employment Relations Act.

### **40. Union Meetings**

The Company will allow all Union members covered by this Agreement four paid hours a year to attend Union meetings (each of a maximum of two hours' duration) in each year, provided that:

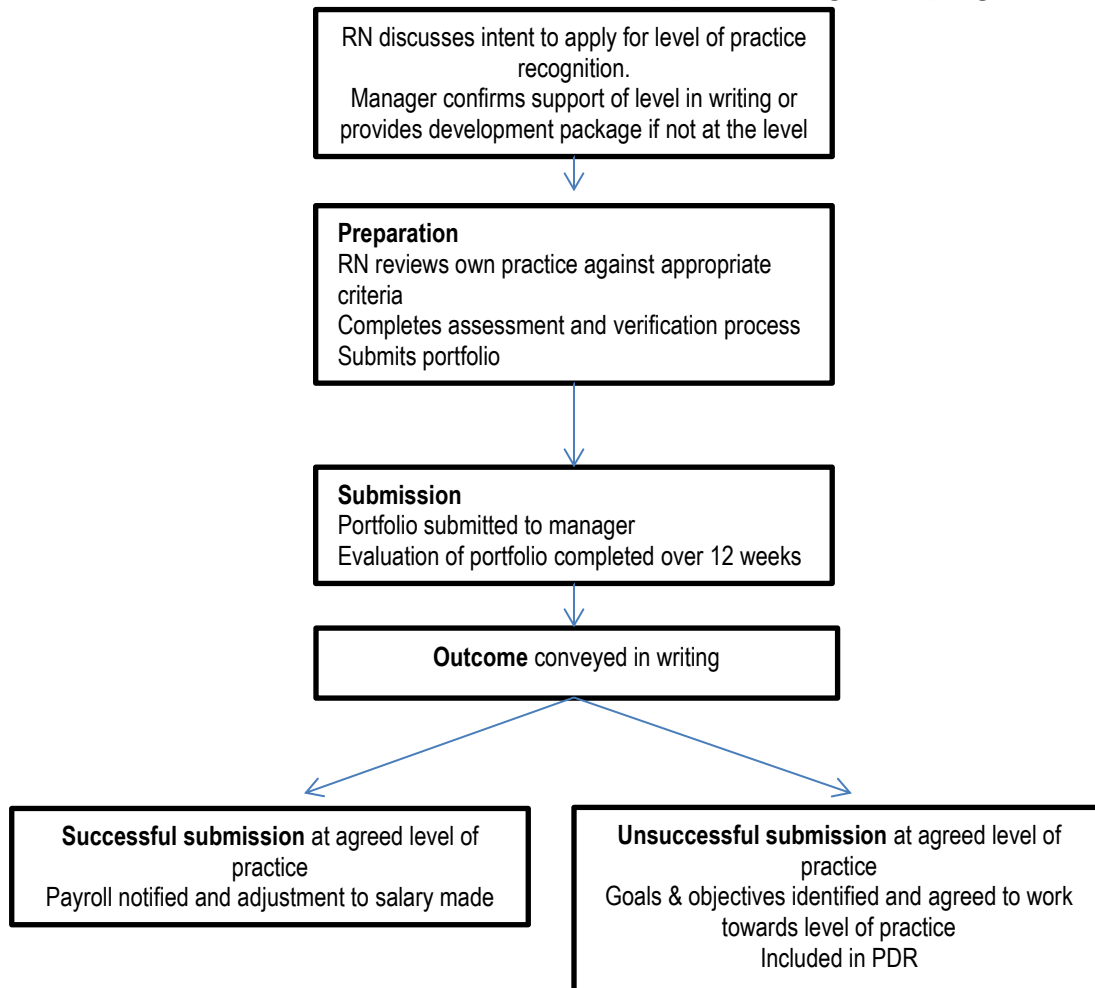
- 14 days' notice of the date and time of any proposed stopwork meeting is given to the Company, unless the parties mutually agree to a shorter notice period;
- Sufficient employees shall remain on duty to ensure that appropriate coverage is maintained during the time of the meeting;
- Work will resume as soon as practicable after the meeting;

- The Union will supply the Company with a list of members who attended and will advise the Company of the time the meeting finished.
- Employees shall be paid ordinary pay to the extent that the employee would otherwise be working for the Company during the meeting.

#### **41. Deduction of Union Fees**

The Company will, upon written request from the employee, deduct from the employee's remuneration, fees for the Union (NZNO). Such fees will be remitted not less frequently than three monthly to NZNO.

## SCHEDULE A: Process map for Professional development recognition programme: RNs

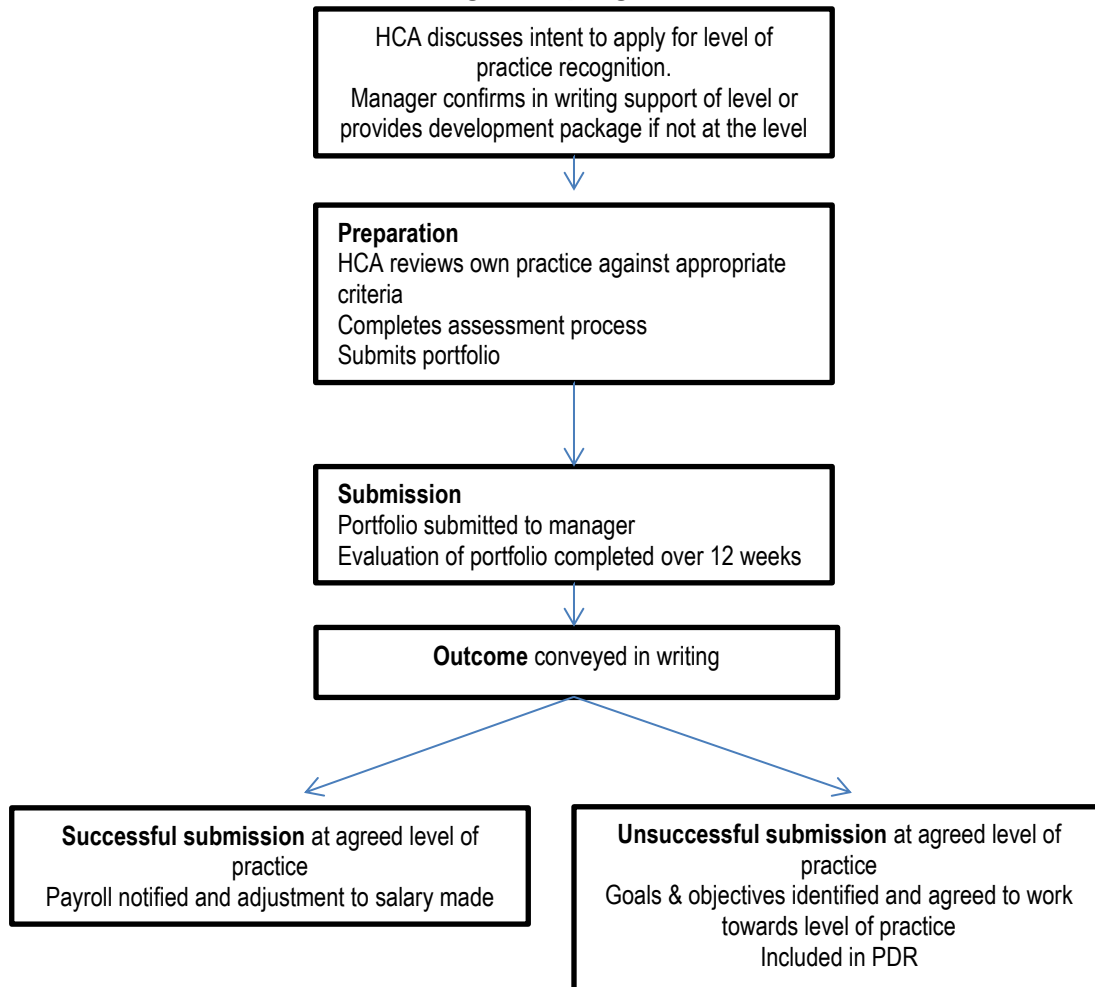


Hyperlink:

<https://www.countiesmanukau.health.nz/for-health-professionals/primary-health-care-nursing/professional-development-and-recognition-programmes/>



## SCHEDULE B: Process map for recognition programme: HCAs



ADHB HCA Merit  
workbook .doc

**Signatures of the Parties**

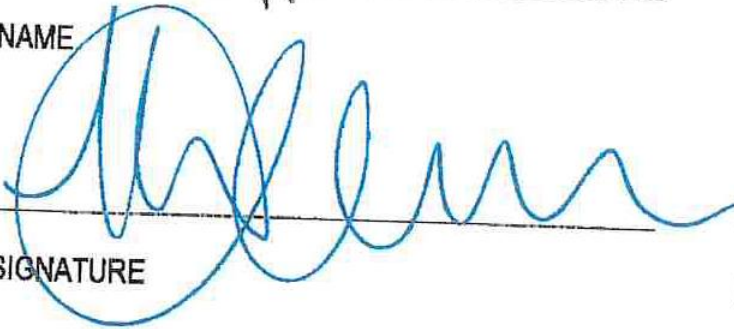
I am authorised to sign this Agreement on behalf of Serco New Zealand Limited

Heath Chapple

NAME

Managing Director -

POSITION



SIGNATURE

14 Aug 2018

DATE

I am authorised to sign this Agreement on behalf of the NZ Nurses Organisation Incorporated

Carol Brown

NAME

Organiser

POSITION



SIGNATURE

15 August 2018

DATE