

# ABI REHABILITATION COLLECTIVE AGREEMENT

2 July 2023 – 01 July 2025

NZNO and the PSA

In partnership with

ABI Rehabilitation New Zealand Ltd





## i) STATEMENT OF INTENT

### Statement of Intent

The parties undertake to administer this agreement in accordance with the true intent of its terms and provisions, and to give each other the fullest co-operation to the end that harmonious industrial relations may be maintained.

The parties agree the objectives of this agreement are:

- To develop and maintain the well-being of ABI Rehabilitation and its staff;
- To promote and maintain mutual trust and co-operation between ABI Rehabilitation and its staff;
- To recognise that all staff have a valuable part to play in the success of ABI Rehabilitation.

In order to achieve the above objectives, the parties agree:

- To maintain open and direct communication with all staff on matters of mutual interest and concern, and to ensure that consultation and co-operation are the basis for relationships between them;
- To enable ABI Rehabilitation to meet its responsibilities and effectively undertake its functions;
- To promote the principle of equal employment opportunities.

### ABI Rehabilitation Values

ABI Rehabilitation will provide:

- Leadership by establishing and practising the values that ABI Rehabilitation must have to be a successful working environment which fosters integrity, individual responsibility, team work and co-operation, development and professionalism; and
- Training so that its people can accomplish their goals and be committed to achieving the goals and objectives of ABI Rehabilitation and implementing its strategies.

The vision of the company is to provide excellent brain injury rehabilitation and its The ABI Rehabilitation values are:

- **Pono and tika – Honest and right** – we act with integrity, take pride in our mahi and are accountable for our actions. We provide the right services at the right time to support client centred rehabilitation
- **Pūkenga – Expertise and knowledge** – we commit to best practice in the science of rehabilitation, partnerships with mātauranga Māori expertise and to value the skills and



knowledge of our clients and whānau. We are passionate about learning and sharing knowledge

- **Mana ōrite – Work together equally** – as partners, we maintain the mana of all by being inclusive, valuing others world views and culture
- **Manaaki – Aroha, respect and support** – we value the mana of clients, whānau, staff and stakeholders and engage with respect, kindness, aroha and support
- **Wairua – Spirituality** – we value holistic wellbeing and respect individuals spirituality and their spiritual connections with tangata (people), tīpuna (ancestors) and the taiao (environment).

# Contents

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I.	AGREEMENT .....	7
1)	GENERAL .....	7
2)	PARTIES .....	7
3)	COVERAGE.....	7
4)	NEW EMPLOYEES .....	7
5)	PROBATIONARY PERIOD .....	8
6)	TERM .....	9
7)	VARIATION OF AGREEMENT .....	9
8)	DEFINITIONS.....	10
II.	REMUNERATION .....	13
1)	PAY RATES .....	13
2)	PENAL PAYMENTS .....	13
3)	OVERTIME .....	14
4)	HIGHER DUTIES ALLOWANCE.....	14
5)	MILEAGE ALLOWANCE .....	15
6)	WEEKEND and NIGHT ALLOWANCE.....	15
7)	RN IN-CHARGE ALLOWANCE.....	15
8)	ON CALL ALLOWANCE .....	15
9)	CAREERFORCE .....	16
10)	ABI PROFESSIONAL DEVELOPMENT and RECOGNITION PROGRAMME (PDRP) .....	16
III.	HOURS OF WORK AND DUTIES .....	17
1)	DUTIES.....	17
2)	HOURS OF WORK .....	17
3)	EXTRA HOURS AND DUTIES.....	19
4)	ROSTERS.....	20
5)	MINIMUM BREAKS.....	20
6)	MEALS AND REST BREAKS.....	21
	One 10 minute paid rest breaks.....	21
	Halfway between the start of work and the meal break.....	21
IV.	LEAVE .....	23
1)	PUBLIC HOLIDAYS.....	23
2)	ANNUAL LEAVE .....	25
3)	LEAVE WITHOUT PAY .....	26
4)	LONG SERVICE LEAVE .....	26
5)	SICK LEAVE .....	27
6)	BEREAVEMENT / TANGIHANGA LEAVE .....	29
7)	PARENTAL LEAVE .....	29

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8) STUDY LEAVE.....	30
9) JURY SERVICE LEAVE .....	30
10) TE TIRITI OBLIGATIONS .....	31
11) RELEVANT DAILY PAY AND AVERAGE DAILY PAY .....	31
V. HEALTH AND SAFETY.....	33
1) HEALTH AND SAFETY ACT .....	33
2) HEALTH AND SAFETY COMMITTEE .....	33
3) HEALTHY WORKPLACE / SAFE STAFFING .....	34
4) FAMILY VIOLENCE .....	36
5) ACCIDENTS AND ACCIDENT COMPENSATION.....	37
VI. CHANGE AND CONSULTATION.....	38
1) CHANGE.....	38
2) CHANGES IN TECHNOLOGY.....	39
3) CONSULTATION.....	39
4) REDUNDANCY .....	40
5) EMPLOYEE PROTECTION PROVISION .....	41
VII. UNION RIGHTS .....	44
1) COMMUNICATION .....	44
2) COPY OF COLLECTIVE .....	44
3) DEDUCTION OF UNION FEES.....	44
4) DELEGATES.....	44
5) SPECIAL UNION MEETINGS .....	45
6) UNION ACCESS.....	46
7) UNION EDUCATION LEAVE.....	46
VIII. PERFORMANCE AND RESOLVING WORKPLACE ISSUES .....	47
1) PERFORMANCE APPRAISALS .....	47
2) RESPECT .....	47
3) HARASSMENT AT WORK .....	47
4) SUSPENSION.....	48
5) RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS .....	48
IX. TERMINATION .....	52
1) TERMINATION OF EMPLOYMENT .....	52
X. EQUIPMENT, UNIFORM, AMENITIES .....	54
1) TOOLS AND EQUIPMENT .....	54
2) UNIFORMS .....	54
3) STANDARD OF DRESS.....	55
4) PRACTISING CERTIFICATES.....	55
5) AMENITIES.....	55
XI. GENERAL .....	56
1) WORK ADDRESS .....	56
2) TRAINING .....	56



3) CONFIDENTIAL INFORMATION ..... 56

4) LEGAL LIABILITY..... 57

5) STAFF ORIENTATION AND ASSESSMENT..... 57

XII. SIGNATURES..... 58

SCHEDULE 1: PAY RATES ..... 59

1) Annual Union Pay Increase and Back Pay ..... 59

2) Nurses Pay Rates..... 60

3) Rehabilitation Assistant (RA) Pay Rates ..... 62

4) Household Staff Pay Rates ..... 64

5) Administration Pay Rates..... 65

6) Allied Health Pay Rates ..... 67

7) Psychologists Pay Rates ..... 71

APPENDIX: WORKER PARTICIPATION AGREEMENT..... 75

# I. AGREEMENT

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## 1) GENERAL

- a) This agreement is made pursuant to the Employment Relations Act 2000.

## 2) PARTIES

- a) The parties to this agreement are:

- i) The employer (hereinafter collectively referred to as **“the Employer”**, or **“ABI Rehabilitation”**):

- (1) ABI Rehabilitation New Zealand Ltd.

- ii) The unions (hereinafter collectively referred to as **“the Unions”** or **“the Union”**):

- (1) The NZ Nurses Organisation Incorporated (hereinafter referred to as the **“NZNO”**),  
and

- (2) The New Zealand Public Service Association Te Pūkenga Here Tikanga Mahi Incorporated (hereinafter referred to as the **“PSA”**).

## 3) COVERAGE

- a) This collective agreement covers all employees who are members of the NZNO and PSA, excluding the Chief Executive Officer and management.

## 4) NEW EMPLOYEES

- a) The employer shall, as required by Section 62 of the Employment Relations Act 2000, advise all employees whose work comes within the coverage of this agreement commencing employment with it after the date of the coming into effect of this agreement:
  - i) That this agreement exists and covers the work to be performed by the employee;
  - ii) That they may join the unions and, if they do so, they will be bound by this agreement;



- iii) A form asking the employee if they would like to be contacted by the union(s) to be included in the induction pack. Offer this collective agreement to all new employees and provide them with a copy;
  - iv) Inform them of the thirty-day rule regarding their terms and conditions if they choose not to join the union; and
  - v) If the employee agrees, inform a union representative identified by the union (the union organiser if not otherwise identified) as soon as practical that the employee has entered into the individual employment agreement with the employer.
- b) All new employees will be employed on the same or no less favourable terms and conditions as this collective agreement. If, after a period of thirty (30) days employment, the new employee has elected not to join the union then, and only then, may the company negotiate alternative individual terms of employment.
  - c) An employee who, at the time of making this agreement, was employed by the employer but not a union member, may be bound by the agreement if they subsequently join the union.
  - d) The employees will be provided with names and contact details for PSA and NZNO local delegates and Organisers.

## 5) PROBATIONARY PERIOD

- a) The employee acknowledges that there will be a three (3) month period of assessment at the commencement of this employment, known as the probationary period.
- b) During the probationary period the employee's performance will be reviewed in weeks four
- c) (4) and eight (8) (or such other times as may be required). The Employer will provide the employee with reasonable training and support to assist the employee in achieving the expected performance requirements.
- d) In the event of performance below expectation or misconduct during this probationary period, the Employer shall instigate a formal investigation process, and the Employer may issue a formal warning about the consequence of continued performance below expectation / conduct.





- e) If the employee receives two (2) formal warnings within the probationary period, and their performance continues to be below the required standard, the Employer shall be entitled (after following the formal investigation procedure) to terminate the employee's employment by giving one (1) weeks' notice in writing, or payment in lieu. The Employer shall be entitled to terminate (after following the formal investigation procedure) without notice if the employee commits an act of serious misconduct.
- f) The Employer may extend the probationary period for a further period of one (1) month in the event that the employee receives a second formal warning within the probationary period, or in the event that the employee is absent from work for periods which together exceed two (2) weeks.

## 6) TERM

- a) This agreement shall be deemed to have come into force on 2 July 2023 and shall continue in force until 01 July 2025.
- b) Should there fail to be an amendment of the Care and Support Workers (Pay Equity) Settlements Act or other legislation (or the government-funded mechanism) that sets rates of remuneration for rehabilitation assistants, before 1 April 2024, the employer agrees to adjust base rates of remuneration for rehabilitation assistants by the LCI effective 1 April 2024.

## 7) VARIATION OF AGREEMENT

- a) The parties agree that any clause of this agreement may be varied by agreement between the employer, the unions, and the workers concerned as per the following process:
  - i) Union members will be consulted.
  - ii) The proposal shall be discussed by the employer, the union(s) and elected worker representative(s).
  - iii) Once agreement has been reached between the employer and the union(s), a variation proposal will be developed.
  - iv) The variation shall be presented to the workers by the union(s) and, if ratified by a majority of the employees affected using the union(s) normal agreement ratification

process, the agreement shall be recorded in writing and signed by the employer and the union(s) affected.

- v) Such agreement may include provisions for trialling the changes and terms of review.
- vi) Copies of any agreement so reached shall be given to all signatories of the collective agreement for attachment to the current master copies.
- b) Where agreement on a variation is reached by operation of this clause, all workers affected shall be bound by the variation.
- c) In the event of no agreement being reached, the provisions of this collective agreement shall apply.

## 8) DEFINITIONS

- a) **“Anniversary Year”** means the 12-consecutive month period beginning on the Employee's Commencement Date and each succeeding 12-month period.
- b) **“Casual Employee”** means an employee who has no set hours of work and who is normally engaged to be available to work as and when required. Use of casual employees, while justified in some cases to cover a situation of an intermittent nature, shall not be used to deny employees security of employment.
- c) **“Duty” or “Shift”** means the rostered hours for a particular day but does not include any time worked that day in excess of eight (8) hours or the rostered normal hours of work.
- d) **“Employee”** means any person employed by ABI Rehabilitation to do any work for hire or reward.
- e) **“Enrolled Nurse”** means a person whose name is on the roll in New Zealand as an enrolled nurse, who holds a current annual practicing certificate and works under the supervision of a registered nurse.
- f) **“Full time employee”** means an employee who is engaged to work and is regularly rostered to work thirty-four (34) hours or more in a week.
- g) **“Household staff”** means an employee wholly or substantially engaged in general cleaning and domestic duties or laundry duties.

- h) “**Illness**” includes an accident or the effects of an accident.
- i) “**Night shift**” means a duty rostered and commenced at or after 2245 and concluded after midnight and on or before 0800 the next day.
- j) “**Normal rate**” means the annual / hourly rate of pay set out in this employment agreement.
- k) “**Normal hours**” means the usual rostered hours of an employee.
- l) “**Registered Nurse**” means a person who is registered in New Zealand as a nurse and holds a current practicing certificate.
- m) “**Rehabilitation Assistant**” (RA) means an employee who is substantially engaged in implementing the client’s rehabilitation programme over the twenty-four (24) hour period each day and other duties as required including medical / nursing aspects of care. Previously referred to as Care and Support Worker (CSW). For the avoidance of doubt, RA’s are covered under the Care and Support Workers (pay equity) Settlement Act 2017 and applicable pay-rates for these roles are contained in Schedule 1: 3 – Rehabilitation Assistant (RA) Pay Rates.
- n) “**Roster**” means a list of employees and their duties over a period of time.
- o) “**Shift Work**” means the same work performed by two (2) or more employees or successive sets or groups of employees working successive periods.
- p) “**Short Notice**” means an occurrence where a shift is required to be filled within three (3) working days.
- q) “**Substantially engaged**” means engaged at a particular job for more than fifty per-cent (50%) of the time in any one (1) week.
- r) “**T1**” means payment at an employee’s ordinary rate of pay.
- s) “**T1.25**” or “**time and a quarter**” means payment at an employee’s ordinary rate of pay multiplied by one and a quarter (1.25).
- t) “**T1.5**” or “**time and a half**” means payment at an employee’s ordinary rate of pay multiplied by one and a half (1.5).
- u) “**T2**” or “**double time**” means payment at an employee’s ordinary rate of pay multiplied by two (2.0).
- v) “**Week**” in the case of an employee working night shift means the seven days computed from any shift worked after midnight Sunday (including any shift commenced before midnight Sunday



but not concluded), to any shift commenced before midnight the next Sunday; “week” in the case of an employee working other than night shift means that seven (7) days computed from midnight Sunday to midnight the next Sunday.

w) “**Year’s Service**” means twelve (12) months current continuous service with the employer.

## II. REMUNERATION

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### 1) PAY RATES

- a) The remuneration and salary progression for each of the occupational groups covered by this collective agreement shall be as listed in Schedule 1.
- b) All wages or salary shall be paid fortnightly by direct credit to the employee's bank account, no later than Thursday of that week or at least one clear day prior to Christmas Eve and New Year's Eve.
- c) Details of the employee's wage / salary calculations can be found in the attached schedule to this employment agreement headed Remuneration Details.
- d) Where employment ends, for any reason, the employee shall receive their final pay on the within the next pay period after termination.
- e) The Wage Protection Act 1983 or its successor shall apply in relation to overpayments.
- f) For avoidance of doubt, if the employee is a salaried employee, their salary fully compensates them for all the work they undertake for the Employer.

### 2) PENAL PAYMENTS

- a) Waged employees are entitled to penal payments in accordance with this clause.
- b) Rehabilitation Assistants and any non-regulated waged workers:
  - a) For any shift of six hours or more commencing from 2245 hours Friday, the first four hours will be paid at T1.0 and the remaining hours are paid at T1.5 up until midnight Sunday.
  - b) For any shift of less than six hours commencing from 2245 hours Friday, the first half of the shift is paid at T1.0 and the remaining half is paid at T1.5 up until midnight Sunday.
- c) Waged Registered and Enrolled Nurses:
  - a) Time worked from 2245 hours until the completion of a rostered shift (and not covered by the Weekend Rate) shall be paid T1.25

- b) Time worked after midnight Friday until midnight Sunday shall be paid T1.5 (the Weekend Rate)
- c) For avoidance of doubt, if hours are covered by a combination of overtime, weekend, public holiday or night rates, the highest single applicable rate will apply.
- d) For avoidance of doubt, waged Registered and Enrolled Nurses are not eligible for Weekend of Night Allowances.
- d) For the avoidance of doubt, salaried employees are not eligible for penal payments.

### 3) OVERTIME

- a) General
  - a) For avoidance of doubt, overtime applies to waged employees.
  - b) Overtime rates apply to the following situations where an employee agrees to work additional hours above their ordinary hours of work:
    - b) Extending a shift: Where staff already working a shift are approved to extend that shift beyond rostered hours of work, overtime shall be calculated at T1.5 for time worked in excess of:
      - a) More than 8 hours for a shift of less than 12 hours
      - b) More than 12 hours for a 12 hour shift
- c) Waged employees who agree to work greater than 85 hours in a fortnight are entitled to T1.5 for all additional hours worked.

### 4) HIGHER DUTIES ALLOWANCE

- a) Where a waged employee is required to carry out the responsibilities of a position graded higher than the position of the waged employee for a continuous period of five (5) consecutive working days, the waged employee shall be paid a higher duties allowance, at the lowest rate appropriate to the higher position for the whole period.



## 5) MILEAGE ALLOWANCE

- a) Where the employee is required and agrees to use their vehicles, an allowance will be paid at the applicable Inland Revenue Department rate per kilometre.

## 6) WEEKEND and NIGHT ALLOWANCE

- a) Waged rehabilitation assistants (or other non-regulated waged employees) required to work between 2245 and 0600 shall be paid an allowance of \$24 per shift as night allowance.
- b) Waged rehabilitation assistants (or other non-regulated waged employees) required to work a four hour shift (or more) between 0700 and 2245 on weekends, shall be paid an allowance of \$12 per shift.

## 7) RN IN-CHARGE ALLOWANCE

- a) In Intensive inpatient rehabilitation services where the Nursing Services Manager or other registered nurse paid under the Senior Nursing scale is not on-premises, the registered nurse delegated as in-charge is entitled to a nurse in-charge allowance of \$2.65 per hour in addition to the normal hourly rate for those hours they are sole charge.
- b) In Residential disability services where a registered nurse who is not paid on the Senior Nursing scale is required to be in-charge, they are entitled to a nurse-in-charge allowance of \$2.65 per hour in addition to the normal hourly rate for those hours they are sole charge.

## 8) ON CALL ALLOWANCE

- a) Waged employees required to be on call between the hours of 1700 and 0700 Monday to Friday (inclusive) and from 1700 Friday until 0700 Monday shall be paid an allowance of \$4.28 per hour.



9) CAREERFORCE

- a) Careerforce training will be funded by the employer. In the event that the employee does not meet the timeframe for completion or withdraws from the course, the employee shall be responsible for any re-enrolment costs.

10) ABI PROFESSIONAL DEVELOPMENT and RECOGNITION PROGRAMME (PDRP)

- a) In recognition of registered nurses (excluding new graduates) who achieve levels ‘proficient’ ‘expert’ as per the ABI policy; and enrolled nurses (excluding new graduates) who achieve ‘merit’, ‘proficient’ or ‘accomplished’ as per ABI policy will receive a pro-rated allowance as long as the employee maintains that level of practice. The pro-rated allowance will be added to the base remuneration amount and shall not attract penal rates or overtime.
- b) Allowance rates are as follows:

<b>Registered Nurse</b>	Competent	Proficient	Expert
	\$2,000 p.a.	\$3,000 p.a.	\$4,500 p.a.
<b>Enrolled Nurse</b>	Competent	Proficient	Accomplished
	\$2,000 p.a.	\$3,000 p.a.	\$4,500 p.a.

- c) Allowance rates do not apply to nurses on the Senior Nurses salary scale.
- d) Participation in the PDRP is strongly recommended but is voluntary.
- e) Note the PDRP programme will be progressively implemented as it is aligned with the Australasian Rehabilitation Nurses Association (ARNA) and requirements of the Nursing Council of New Zealand.



## III. HOURS OF WORK AND DUTIES

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### 1) DUTIES

- a) The employee's duties are contained in the job description which is attached to the employee's letter of offer.

### 2) HOURS OF WORK

- b) Employees hours of work and ordinary hours of work shall be included in their letter of appointment.
  - i) For rostered and rotating employees, this will include whether the employee agrees to work 8-hour, 12-hour, or mixed shift pattern.
- c) Unless otherwise agreed, hours of work average no more than 85 hours per fortnight.
- d) Where the employee was hired to work fixed shifts:
  - i) The employer will continue to have regard to the employee's preferred hours and days as agreed on engagement.
  - ii) These arrangements may only be changed in writing by the mutual agreement of both parties.
- e) The working week shall commence on Monday 0001 and continue until midnight Sunday 2359.
- f) A minimum of two (2) consecutive days off are to be provided each week, except:
  - i) Single days may be taken off if requested by the employee with agreement of the employer.
  - ii) Single days off may occur no more frequently than once in four (4) week period where it is required by the rotating roster.
  - iii) Sunday/ Monday may be included as consecutive days except when an employee agrees to work extra shifts as outlined in clause 3 of this section below.

- iv) No employee may be rostered for duty on more than six (6) consecutive days except employees on call.
- g) Duties for full time employees will not include duties of varying lengths unless requested by the employee and agreed to by the manager.
- h) Ordinary hours and duties once commenced will be continuous unless otherwise agreed between the employer and the employee.
- i) Employees are entitled to overtime payments for working above their ordinary hours in accordance with section ii, clause 3.
- j) Eight hour shifts
  - i) Ordinary hours of work shall be:
    - (1) For non-rostered shift work shall be eighty hours in each two (2) week period or fourteen (14) days, worked as not more than ten (10) duties,
    - (2) For rostered-shift work may average forty (40) hours per week during a period of up to eight (8) weeks, or the applicable roster period, whichever is the lesser.
  - ii) Ordinary hours shall be eight (8) hours each day.
  - iii) All duties shall commence between 0600 and 0000 (midnight).
  - iv) Except for employees who are specifically employed to work Monday to Friday or on specific days of the week:
    - (1) Ordinary hours are to be worked on any five (5) days of the week,
    - (2) Ordinary hours are to be five (5) duties per week.
- k) Twelve Hour shifts
  - i) Ordinary hours of work shall be forty (40) hours averaged over a four (4) week period.
  - ii) Ordinary hours shall be twelve (12) hours each day.
  - iii) Ordinary hours shall be worked between the hours of 0700 and 1930 and 1900 and 0730.
    - (1) Ordinary hours shall include a thirty (30) minutes paid meal break and a thirty (30) minute unpaid meal break.

- iv) Except for employees who are specifically employed to work Monday to Friday or on specific days of the week:
  - (1) Ordinary hours are to be worked on any seven (7) days of the week,
  - (2) Ordinary hours shall be three (3) consecutive duties although four (4) consecutive duties may be worked if requested by the employee.
- l) Allied health salaried staff usual days of work are Monday – Friday unless otherwise agreed between the employer and employee.

### 3) EXTRA HOURS AND DUTIES

- a) Permanent full time and part time employees shall be given the first option to cover any additional hours of work that may be available.
- b) Overtime is paid for additional hours in accordance with section ii clause 3.
- c) The employer undertakes to provide as equal as possible distribution of additional duties/hours taking into account short notice shifts, service and model of care requirements, e.g. maintaining required RN ratios, or gender / skill mix (including the requirement for a driver's licence).
- d) The employer agrees that where an employee decides not to work additional duties/hours this is the employee's prerogative and that their decision will not prevent the employee from subsequently receiving their fair share of additional duties/hours.
- e) It is the intention of the employer to keep staff and clients safe. For this reason, no employee shall routinely be rostered to work more than one hundred (100) hours per fortnight as per the Safe Working Policy.
- f) Where an agency has been booked to provide staffing either on a fixed term contract or where the agency staff member has already been rostered and cannot be cancelled without penalty to ABI, these shifts will not be offered to employees seeking additional duties.

#### 4) ROSTERS

- a) Rosters are to be based on client and service needs, and will be set by management representatives after consultation and agreement, as far as practicable, with the staff concerned. Such rosters will be subject to the following:
- i) Rosters shall be based on a maximum eight (8) week cycle, and are to be set with at least four (4) weeks' notice.
  - ii) After a roster is posted, any change to the employee's rostered hours or days shall be made only after consultation and mutual agreement.
- b) Employees may change duties with one another with the prior written approval of the employer. No additional overtime or extra wage cost to the employer shall arise out of any arrangement so made.
- c) In exceptional circumstances, for example but not limited to, a pandemic or a critical staff shortage, the employer may require a change in rostered hours or days on short notice to meet clinical safety standards. The employee's agreement should not be unreasonably withheld.
- i) Where a change in the rostered hours is made under this clause, only the fortnightly overtime clause will apply.
  - ii) Where a shift is cancelled on short notice under this clause the employer will make a one-off payment to the staff members who would otherwise have worked on the cancelled shift, of \$125 for an 8 hour shift.

#### 5) MINIMUM BREAKS

- a) A minimum break of at least nine (9) hours shall be provided between periods of duty of a full shift or more.
- b) If a break of at least nine (9) continuous hours cannot be provided the duty/shift is to be regarded as continuous until a break of at least nine (9) continuous hours is taken and it shall be paid at overtime rates.
- c) Employees may agree to have less than a nine (9) hour break. Where the employees so agree this shall be recorded in writing.

- d) Time spent off duty during normal hours solely to obtain a nine (9) hour break shall be paid at normal time rates.

## 6) MEALS AND REST BREAKS

- a) Except where the employer and an employee agree, employees are entitled to the following:

Daily work period (including breaks)	Break entitlement	Timing (so far as is reasonable and practicable)
Less than 2 hours	No entitlement	
2 hours but not more than 4 hours	One 10 minute paid rest break	In the middle of the work period
More than 4 hours but not more than 6 hours	One 10 minute paid rest break and	One-third of the way through the work period
	One 30 minute meal break	Two-thirds of the way through the work period.
More than 6 hours but not more than 10 hours	One 10 minute paid rest breaks	Halfway between the start of work and the meal break
	One 30 minute meal break	In the middle of the work period
	One 10 minute paid rest break	Halfway between the meal break and the finish of work
More than 10 hours but not more than 12 hours	One 10 minute paid rest break	Halfway between the start of work and the meal break
	One 30 minute meal break	In the middle of the first eight hours
	One 10 minute paid rest breaks	Halfway between the meal break and end of the first eight hours worked
	One 10 minute paid rest breaks	Halfway between the last 10 minute rest period and the end of work.
More than 12 hours but not more than 14 hours	One 10 minute paid rest break	Halfway between the start of work and the meal break
	One 30 minute meal break	In the middle of the first eight hours
	One 10 minute paid rest breaks	Halfway between the meal break and end of the first eight hours worked

	One 10 minute paid rest breaks	One-third of the way through the hours worked over the first eight hours
	One 30 minute meal break	Two-thirds of the way through the hours worked over the first eight hours
More than 14 hours	See (d) below.	See (d) below.

- b) Rest periods are paid and regarded as work time.
- c) Meal breaks are unpaid except as per clause 6(d), 6(f) of this section.
- d) Employees who work twelve (12) hour shifts will receive one thirty (30) minute meal break paid.
- e) The employer shall provide tea, coffee, milk and sugar for tea breaks at no cost to the employees.
- f) Penalties
  - i) Where an employee is required to extend their shift over a mealtime the employer shall provide the employee a meal without charge. The employer will take into account the employee’s dietary requirements. In the event dietary requirements cannot be accommodated an arrangement will be agreed between the employee and the employer.
  - ii) Where an employee is required to work more than five (5) hours continuously without a meal break the employee shall be allowed thirty (30) minutes to have a meal on duty and this shall be regarded as working time without loss of pay.
  - iii) Where an employee cannot be relieved to take a rest period within their rostered shift (for example escorting a client to a public hospital), the employee will be paid their shift in full plus time worked and a penalty of half an hour. For example, and the avoidance of doubt, the employee will be paid an 8.5 hour shift at (T1) if they were rostered an eight hour shift plus usual unpaid meal break of 30 minutes (on the basis they did receive their two 10 minute paid rest breaks). (Where this is done, agreement between the parties will be met for the purpose of clause 6(a) of this section).

## IV. LEAVE

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### 1) PUBLIC HOLIDAYS

#### a) Public Holidays

i) The following days are observed as public holidays (statutory holidays):

(1)	Christmas Day	December 25
(2)	Boxing Day	December 26
(3)	New Year's Day	January 1
(4)	Day after New Year's Day	January 2
(5)	Regional Anniversary Day	As specified
(6)	Waitangi Day	February 6
(7)	Good Friday	Timing varies - March or April
(8)	Easter Monday	Timing varies - March or April
(9)	Anzac Day	April 25
(10)	King's Birthday	1st Monday in June
(11)	Matariki	Timing varies - June
(12)	Labour Day	4 <sup>th</sup> Monday in October

#### b) Public Holiday Timing ("Transfer")

- i) For the purpose of this agreement a Statutory Holiday will commence at 2245 the day before the date of the holiday and cease at 2245 on the date. This is to ensure consistency with the current shift patterns.
- ii) Should any Christmas and New Year public holidays fall on Saturdays or Sundays in any particular year, such holidays shall be observed in accordance with Section 45 of the Holidays Act 2003.
- iii) The Holidays Act 2003 prescribes whether the holiday will be observed on the actual day, be it Saturday or Sunday or transferred to the next Monday or Tuesday depending whether the actual day is a normal working day for the employee.

c) Requirement to Work on a Public Holiday

- i) The employer may require employees to work on a public holiday.

d) Entitlements

- i) All permanent employees required to work on a Public Holiday shall receive an alternative holiday paid at the relevant daily rate of pay.
- ii) Employees required to work on a statutory holiday which would normally be a working day will be paid T1.5 (as per overtime section II, clause 3 , except on Christmas Day, New Year's Day, Good Friday and Easter Monday when all hours worked shall be paid at T2. Fulltime employees (as defined in Definitions section I, clause 8(f)) – Where a public holiday, and the weekday to which the observance of a public holiday is transferred where applicable, are both non-worked days for a waged employee, they will be granted one alternative holiday in respect of the public holiday.
- iii) Part-time employees – Where a public holiday, and the weekday to which the observance of a public holiday is transferred where applicable, are both non-worked days for a waged employee, they will be granted one alternative holiday in respect of the public holiday if they worked on the day of the week that the public holiday falls more than 60% of the time over the preceding 5 weeks.
- iv) Payment for an alternative holiday will be based on what would have been paid to the employee on the day on which the alternative holiday is taken.
- v) Overtime and penal time shall not be paid in respect of the same hours and shall be paid in accordance with the Holidays Act 2003.

b) Taking an Alternative Leave Day

- i) The parties will endeavour to agree on a day which the employee can take an alternative leave day paid at the relevant daily rate of pay.





- ii) The parties recognise that if an alternative day is accrued by working a weekend day then it may be taken on a weekend day.
- iii) If an employer and employee cannot agree on the day to be taken, then the employer may decide the day to be taken as specified in clause 57 (2) and (3) of the Holidays Act 2003.

## 2) ANNUAL LEAVE

### a) Entitlement

- i) After the end of each completed twelve (12) months of continuous employment, an employee is entitled to not less than four (4) weeks' paid annual holidays.
- ii) Annual holidays are paid at a rate that is based on the greater of:
  - (1) The employee's ordinary weekly pay as at the beginning of the annual holiday; or
  - (2) The employee's average weekly earnings for the twelve (12) months immediately before the end of the last pay period before the annual holiday.
- iii) Annual holiday entitlement for all employees shall be as provided in the Holidays Act 2003.
- iv) Unless otherwise requested by the employee payment for annual holidays will continue to be paid fortnightly while on leave.

### b) Anticipated Leave

- i) After six (6) months current continuous service, the employer shall not unreasonably withhold granting anticipated leave before an employee's leave year entitlement is completed.
- ii) An employee taking anticipated leave who leaves his / her employment prior to entitlement of annual holidays shall repay on termination any excess monies paid above the entitlement.

### c) Taking Annual Leave

- i) An employer must allow an employee to take annual holidays within twelve (12) months after the date on which the employee's entitlement to the holidays arose.
- ii) If an employee elects to do so, the employer must allow the employee to take at least two (2) weeks of his or her annual holiday's entitlement in a continuous period.
- iii) When annual holidays are to be taken by the employee, the timing is to be agreed between the employer and employee.
- iv) An employer must not unreasonably withhold consent to an employee's request to take annual holidays.
- v) Unless agreed to by the employer, annual leave shall be taken within twelve (12) months of when the annual leave became entitled.
- vi) In the event of a conflict between two or more employees over the taking of annual holidays at the same period, and, where it is impracticable for both or all of the employees to be absent at the same time, priority will be given by the employer to employees in the order in which the leave applications are received by the employer.

### 3) LEAVE WITHOUT PAY

- a) Leave without pay will only be granted at the sole discretion of the employer.
- b) Leave without pay shall not be granted while there is annual leave accrued.
- c) To apply for leave without pay a written application is submitted to the Manager.

### 4) RECOGNISING LONG SERVICE

- a) Every employee on completion of five (5) years current continuous service with the employer shall be entitled to an additional one (1) weeks' annual leave pro-rata each year. Casuals are to be excluded but will be considered on a case by case basis.

## 5) SICK LEAVE

### a) Conditions

- i) An employee shall be entitled to five (5) working days sick leave on employment and a further eight (8) working days available following six months employment. All sick leave is paid at Relevant Daily Pay, as defined in S11
- ii) On completion of 12 months and for each subsequent twelve (12) months the employee shall be entitled to thirteen (13) working days sick leave.
- iii) On appointment, an employee shall be entitled to take their sick leave entitlement as they accrue it.
- iv) Part-time employees are entitled to Sick Leave (in days) for days they would have otherwise worked.
- v) When part-time employees are absent due to sickness they are to be paid for the hours they would have worked.
- vi) Sick leave may be accumulated up to a maximum of forty-five (45) days.
- vii) The employer will consider all requests, and retains discretion to grant leave in excess of the above prescribed limits.

### b) Using Sick Leave

- i) An employee may take sick leave if:
  - (1) The employee is sick or injured; or
  - (2) The employee's spouse or partner is sick or injured, or
  - (3) A person who depends on the employee for care is sick or injured.

### c) Medical Certificate

- i) Production of a medical certificate or other evidence of illness may be required by the employer.
- ii) The employer may request a medical certificate at the employee's own expense for any sick leave days taken over the statutory entitlement (i.e. days 11, 12, 13).

- iii) Where a medical certificate is required by the employer for an absence of three (3) consecutive days or more, whether or not the days would otherwise be working days for the employee, the employee will provide a medical certificate at their own expense.
  - iv) Notwithstanding clause ii) above, where a medical certificate is required by the employer for an absence within three (3) consecutive days, the employer will:
    - (1) Notify the employee as early as possible that proof is required, and
    - (2) Pay the employee's reasonable expenses in obtaining the proof.
  - v) The medical certificate will be from a medical practitioner of the employee's choice.
- d) Notification
- i) The employee shall notify their Manager as soon as possible on their first day of absence and where at all possible, before the commencement of the shift, or if that isn't practical, as early as possible after that time.
  - ii) Throughout the period of absence the employer may make periodic checks on the employee's process of recovery or rehabilitation.
- e) Sick Leave in Relation to Annual leave
- i) When sickness occurs during annual leave the employer shall permit the period of sickness to be debited against sick leave entitlement except where the sickness occurs during leave following relinquishment of office, provided:
    - (1) The period of sickness is more than three (3) days;
    - (2) A medical certificate is produced, showing the nature and duration of illness
  - ii) In cases where the period of sickness extends beyond the approved period of annual or long service leave, approval shall also be given to debiting the portion which occurred within the annual or leave period against sick leave entitlement if the total continuous period of sickness exceeds three (3) days.
  - iii) Annual leave may not be split to allow periods of illness of three (3) days or less to be taken as sick leave.

f) Computation of Part-Day Absences

- i) If an employee is absent on sick leave for less than a whole day, sick leave is to be debited on an hour for hour basis except for absences for two (2) hours or less when sick leave shall not be debited.

**6) BEREAVEMENT / TANGIHANGA LEAVE**

- a) Bereavement leave of up to three (3) days on pay shall be granted to employees on each occasion of the death of an employee's partner, child, parent, brother, sister, parents in law, grandparents, step-parents, step-child, step-sister, step-brother and grandchild.
- b) In the event that an employee has a miscarriage or stillbirth or another person who is either the employee's partner or the employee's former partner and would have been a biological parent of a child born as a result of the pregnancy is entitled to bereavement leave of up to three days.
- c) The employer may agree to grant paid or unpaid leave in order to accommodate various special bereavement needs not recognised in sub clause (a) above. Additional unpaid leave will not be unreasonably withheld.
- d) One (1) day's bereavement leave shall be granted to employees on the death of any other person if the employer accepts the employee has suffered bereavement in accordance with the Holidays Act 2003.

**7) PARENTAL LEAVE**

- a) The provisions of the Parental Leave and Employment Protection Act shall apply.
- b) ABI will pay a \$1,000 gross lump sum payment (pro-rata) for an employee returning to work following 14 weeks parental leave or up to 52 weeks from the commencement of parental leave. Payment is calculated on the number of hours worked on return to work and paid one month post return to work.

## 8) STUDY LEAVE

### a) Standard Study Leave

- i) Study leave is to enable employees to complete qualifications, to attend courses and to undertake research or projects that are relevant to the employer and which facilitate the employee's growth and development.
- ii) The employer shall grant study leave for approved training support applications each financial year as follows:
  - (1) Thirty-two (32) hours (pro rata) for registered or enrolled nurses.
  - (2) Eight (8) hours for allied health assistants and RAs. Up to 32 hours (pro rata) for completion of a Careerforce qualification or other approved course.
  - (3) Forty (40) hours (pro rata) for allied health professionals.
- iii) Prior approval of the employer must be gained.
- iv) Company approved study leave will be granted at the ordinary rate of pay only and shall not accumulate from one year to the next.
- v) Any claim for expenses must be approved in advance and will be considered on a case by case basis.

### b) Additional Study Leave

- i) Paid leave to meet organisational and service requirements and those HPCA requirements not otherwise addressed in this clause shall be granted in addition to the above provisions.
- ii) The employer will meet any associated costs.

## 9) JURY SERVICE LEAVE

- a) Where the employee is summoned to undertake jury service, the difference between the fees (excluding reimbursing allowances) if any, paid by the Court and the employee's ordinary rate of pay shall be made up by the employer provided:
  - i) The employee produces to the employer the Court expenses voucher, and,



- ii) The employee, if his or her shift has not ended, returns to work immediately on any day when he or she is discharged by the Court.

Payment shall be made in respect of each separate period of jury service.

## 10) TE TIRITI OBLIGATIONS

- a) All union members shall be entitled to leave without pay of up to 3 days per annum for the purposes of attending to cultural obligations such as:
  - i) Land court hearings concerning land issues of the staff members iwi
  - ii) Marae working bees
  - iii) Hui Raupatu (Hui regarding land claims)
  - iv) Iwi committee elections
- b) Paid leave may be granted at ABI's sole discretion.

## 11) RELEVANT DAILY PAY AND AVERAGE DAILY PAY

- a) 'Relevant Daily Pay'
  - i) Relevant daily pay is used to calculate payment for:
    - (1) Public holidays,
    - (2) Alternative holidays,
    - (3) All Sick leave, and
    - (4) Bereavement leave.
  - ii) Relevant daily pay is the amount the employee would otherwise have earned on the day if they had worked, and includes:
    - (1) Productivity or incentive payments, including commission or piece rates, if those payments would have been received had the employee worked,
    - (2) Overtime payments, and
    - (3) The cash value of board and lodgings provided.
  - iii) Relevant daily pay excludes payment of any employer contribution to a superannuation scheme for the benefit of the employee.

b) 'Average Daily Pay'

- i) Average daily pay is a daily average of the employee's gross earnings over the past 52 weeks. That is, the employee's gross earnings divided by the number of whole or part days the employee either worked or was on paid leave or holiday during that period.
- ii) 'Average daily pay' may be used where:
  - (1) It is not possible or practicable to determine relevant daily pay, or
  - (2) If the employee's daily pay varies within the pay period when the holiday or leave falls.
- iii) If an employer and employee cannot agree on the amount of the employee's relevant daily pay or average daily pay (or ordinary weekly pay), a Labour Inspector may determine the amount.

c) Use of Relevant Daily Pay or Average Daily Pay

- i) The employer will attempt to calculate an employee's relevant daily pay.
- ii) The employer will use 'Relevant Daily Pay' except where 'Average Daily Pay' has been calculated and is a higher payment."



## V. HEALTH AND SAFETY

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### 1) HEALTH AND SAFETY ACT

- a) The employer and employees agree to give effect to and comply with the provisions of the Health and Safety at Work Act 2015 and regulations pursuant to this Act.
- b) A Worker Participation Agreement has been developed by the parties (see appendix) and will be implemented. The provisions of the Worker Participation Agreement should be read in conjunction with clauses in this section.

### 2) HEALTH AND SAFETY COMMITTEE

- a) The employer, employee and unions recognise effective health and safety committees are the appropriate means of providing consultative mechanisms on health and safety issues in the workplace. The essential elements of which include the following:
  - i) To foster positive health and safety management practices in the place of work.
  - ii) To identify and bring to the employer's attention hazards in the place of work.
  - iii) To consult with inspectors on health and safety issues.
  - iv) To promote the interests of employees in a health and safety context generally and in particular those employees who have been harmed at work, including in relation to arrangements for rehabilitation and return to work.
  - v) To carry out any functions conferred on the representative or a union representing the representative, including any functions referred to in a code of practice.
  - vi) Any other functions conferred on the health and safety representative (HSR) under the Health and Safety at Work Act 2015 including:
    - (1) Employer will eliminate or mitigate risk as far as reasonably practicable
    - (2) Employees must be engaged with as part of health and safety
  - vii) Any other functions that the parties to this agreement may agree on from time to time.



- viii) All employees who may come into contact with clients with hepatitis A or B shall be vaccinated, if they so choose. The cost of the vaccination shall be met by the employee and the employer shall pay for the doctor's time.
- ix) The employer shall also notify employees if clients who are infected are admitted.

b) Health and Safety Representatives

- i) The Auckland site committee will contain a minimum of two (2) elected and trained staff representatives and Wellington will contain two (2).
- ii) These staff representatives will be voted upon in a secret ballot.
- iii) "Staff" will be defined as per the coverage clause in the Agreement.
- iv) Each elected staff representative will serve for two (2) years
- v) Staff representatives will be granted reasonable paid time to undertake their duties as representatives.
- vi) The employer will fund study and study leave to ensure that the staff representatives are fully trained.

### 3) HEALTHY WORKPLACE / SAFE STAFFING

- a) The employer is committed to providing a healthy workplace and safe staffing for employees.
- b) Accordingly healthy workplace and safe staffing issues will be addressed via existing Quality and / or Health and Safety Committee meetings.
- c) The Terms of Reference for these committees will be amended includes Healthy Workplace and Safe Staffing on standing agendas.
- d) Communicable Diseases
  - i) Employee training and protective clothing is provided as appropriate to work with clients with known infectious diseases. Exception for staff, working with a known infectious disease, where a staff member has an increased risk (e.g. due to chemotherapy treatment, pregnancy) case by case exceptions may be made.

- ii) If an employee contracts a communicable disease from the workplace the employer will:
    - (1) In consultation with the employee, review the provision of services to the client;  
and
    - (2) Review the employees provision of services to other clients; and
    - (3) Review the employee's ongoing employment
  - iii) If the review results in the loss of whole or partial employment for the employee the parties will meet in an attempt to agree to options to avoid disadvantage on a case by case basis taking into account such factors as applicable, for example, ACC and welfare payments.
- e) Adverse events
- i) Adverse Event means emergency situations or natural disasters, such as earthquakes, extreme flooding, etc. An adverse event is as described in the ABI policy document.
- f) Worksites Affected by Adverse Events
- i) With consideration to a duty of care and welfare of ABI clients and whanau, employees will not be asked to enter a worksite or continue to work where, because of an adverse event where there is a serious risk to health and safety from an immediate hazard.
- g) Getting to and from Work
- i) If, because of an Adverse Event, there is a Police or other official advisory in place advising people not to travel, ABI will work with local authorities to assist in getting essential staff to work where possible.
- h) Effects of Adverse Event on Employee's Personal Circumstances
- i) Unpaid time off and flexible working may be granted where, as a result of an Adverse Event, an employee needs to make immediate arrangements for:
    - (1) Clean-up or repairs to their home or property; or
    - (2) The care of children or other dependents; or
    - (3) Other activities which help them recover from the Adverse Event.
- i) Support



- i) Where employees are at work during and following an Adverse Event, the employer will provide flexibility to allow employees to contact family members to check on or report safety.
- ii) Following an adverse Event, the employer will provide affected employees with access to an appropriate employee advisory service

#### 4) EMPLOYEE HARDSHIP

Where an employee is experiencing significant financial hardship, the employer requests that the employee discusses their circumstances with the employer to determine whether any support or assistance may be available.

#### 5) FAMILY VIOLENCE

- a) Family violence may impact on an employee's attendance or performance at work. The employer will support staff experiencing family violence.
- b) To support safety planning and avoidance of harassing contact, the (employer) will approve any reasonable request from an employee experiencing family violence for:
  - i) Changes to their span or pattern of working hours, location of work or duties;
  - ii) A change to their work telephone number or email address; and
  - iii) Any other appropriate measures as deemed appropriate.
- c) All personal information concerning family violence will be kept confidential and will not be kept on the employee's personnel file without their agreement
- d) Proof of family violence may be requested and can be in the agreed form of a document from the Police, a health professional or a family violence support service.
- e) Family violence means domestic violence as defined by s2 of the Domestic Violence Act 1995.
  - i) For those experiencing family violence, up to 10 days of paid leave in any calendar year to be used for medical appointments, legal proceedings and other activities related to



family violence. This leave is in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

- f) An employee, who supports a person experiencing family violence, may take sick leave to accompany them to court, to hospital or to mind children.

## 6) ACCIDENTS AND ACCIDENT COMPENSATION

- a) Employees must report any work accidents to their Manager on the day on which they occur. In the case where an injury results, this must be reported immediately to the Manager.
- b) If any employee is absent from work as a result of an accident the employee must provide a medical certificate regarding the injury.
- c) Where absence is due to injury arising from a work or a non-work accident the employee may apply for annual leave (where available) to make up the balance of pay between the 80% of weekly compensation that the ACC scheme covered and the employee's rate of ordinary pay for a period of three months.

## VI. CHANGE AND CONSULTATION

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### 1) CHANGE

- a) The parties to this Collective Agreement accept that change in the health service is necessary in order to ensure the efficient and effective delivery of health services. They recognise a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard.
- b) Regular consultation between the employer, its employees and the union(s) is essential on matters of mutual concern and interest. Effective communication between the parties will allow for:
  - i) Improved decision making
  - ii) Greater cooperation between employer and employees; and
  - iii) A more harmonious, effective, efficient, safe and productive workplace.
- c) The parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters. The Joint Consultative Committee provides an opportunity for discussion and problem solving as per the terms of reference for this Committee.
- d) The employer accepts that employee delegates are a recognised channel of communication between the union(s) and the employer in the workplace.
- e) Prior to the commencement of any significant change to staffing, structure or work practices, the employer will identify and give reasonable notice to employees who may be affected and to the unions to allow them to participate in the consultative process so as to allow substantive input.
- f) Reasonable paid time off at T1 shall be allowed for employee delegates to attend meetings with management and consult with employees to discuss issues concerning management of change and staff surplus.
- g) Prior approval of such meetings shall be obtained from the employer and such approval shall not be unreasonably withheld.

- h) The parties agree that meetings will occur regularly between management and union delegates. These meetings will enable effective operational and strategic communication and resolution of issues.

## 2) CHANGES IN TECHNOLOGY

- a) The employee acknowledges that from time to time the Employer may introduce new systems and technologies to meet customer demands or to achieve greater efficiency and which is in the best interest of the organisation and its employees. This could require the employee to undertake reasonable training or complete documentation / record keeping requirements to comply with new systems.
- b) The unions agree that change and adaptation of this nature is a requirement of the job.
- c) Technological change will be made consistent with the consultation clause of this collective and good faith requirements of the Employment Relations Act 2000.
- d) The unions and union members agree to cooperate with such processes and to notify the Employer of any concerns the employee has with proposed changes in good faith and to work to resolve any issues. The final decision will be that of the employer.

## 3) CONSULTATION

- a) 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 mere prior notification.
- b) 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. 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.

- c) All 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.
- d) Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- e) However, the final decision shall be the responsibility of the employer.
- f) From time to time directives will be received from government and other external bodies, or through legislative change. On such occasions, the consultation will be related to the implementation process of these directives.
- g) In considering the period of consultation the parties will agree on a period of time for the parties to engage with each other. The process of consultation for the management of change shall be as follows:
  - i) The initiative being consulted about should be presented by the employer as a “proposal” or “proposed intention or plan” which has not yet been finalised.
  - ii) Sufficient information must be provided by the employer to enable the party / parties consulted to develop an informed response.
  - iii) Sufficient time must be allowed for the consulted party / parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
  - iv) Genuine consideration must be given by the employer to the matters raised in the response.
  - v) The final decision shall be the responsibility of the employer.

#### 4) REDUNDANCY

- a) For the purpose of this agreement, redundancy is defined as a condition in which the employer has staff surplus to requirements because of reorganisation or the closing down of all or part of the employer’s operation.



- b) The employer shall provide four weeks written notice of an impending redundancy to the affected employees and shall endeavour to redeploy affected employees. The employer may elect to pay in lieu of all or part of the notice period.
- c) During the period of notice, the employee shall be entitled to reasonable time off with notice and where practicable, to attend interviews, seek alternative employment and to undertake counselling, by agreement with the employer, without loss of pay.
- d) The employer will provide staff affected by redundancy or redeployment processes access to confidential counselling and advisory services, through the company's independent Employee Assistance Programme.
- e) The employee made redundant shall be provided with a Certificate of Service stating that employment was terminated as a result of redundancy.

## 5) EMPLOYEE PROTECTION PROVISION

- a) Introduction
  - i) The following provisions apply when the employer's business is to be restructured and work performed by any or all employees covered by this collective agreement, is to be performed for a new employer.
- b) Definitions
  - i) For the purpose of these provisions "affected employee", "restructuring" and "new employer" shall have the same meaning as in the Employment Relations Act 2000 and its amendments.
- c) Protected Employees Under Schedule 1A
  - i) Those employees performing cleaning, food catering, care taking or laundry services are covered by Schedule 1A of the Act, and are entitled to continuity of employment as specified in the Act part 6A and are "protected employees".
  - ii) Where protected employees elect to transfer to the new employer, and are subsequently declared redundant by the new employer for reasons relating to the restructuring, they shall be entitled to redundancy compensation from the new



employer only to the extent that the relevant employment agreement provides for compensation.

d) Employees Who Are Not Protected Employees Under Part 6 ERA

- i) With respect to all other employees, the employer shall endeavour in its negotiations with the new employer, to ensure continuity of employment of all existing employees on the same terms and conditions of employment who are to perform the same duties or similar duties, including the recognition of each employee's service and contractual entitlements. The employer will advise the Union of the success or otherwise of those negotiations.
- ii) Provided there are positions which the new employer is prepared to offer, all affected employees will have a reasonable period of time to make the election to transfer to the new employer or not to transfer, as the case may be.
- iii) Those employees who transfer to the new employer on the same terms and conditions and performing the same duties shall not be entitled to redundancy compensation from the employer because of the transfer.
- iv) Those employees who are offered a transfer to the new employer on the same terms and conditions, but refuse to transfer may become redundant and in any event will not be entitled to redundancy compensation.
- v) In the case of other employees where there is to be no transfer to a new employer the employer shall meet with the Unions to discuss the options available to those affected employees including:
  - (1) Redeployment to a position within the organisation on the same terms and conditions and carrying out substantially the same duties or those which the employee agrees to accept; or
  - (2) If the employer is unable to offer such a position as set out above, the employee shall be declared redundant and will be paid redundancy compensation only to the extent that such provisions are provided for in the relevant employment agreement; and



- (3) The employer will provide a reasonable opportunity for employees to attend interviews for alternative employment; and
- (4) The employer may agree to early termination during the notice period on a case by case basis and in the employer's discretion.

## VII. UNION RIGHTS

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### 1) COMMUNICATION

- a) The unions will be given reasonable opportunities to communicate with employees. Such opportunities shall include the ability to place notices on at least one notice board in a prominent place in each place of work, including one main notice board in a prominent place at the main worksite. Where the worksite is also a dwelling, a suitable arrangement will be made with management for union material to be placed on the noticeboard.

### 2) COPY OF COLLECTIVE

- a) A copy of the signed collective agreement will be available on the ABI Intranet within twenty-eight (28) working days of the agreement being signed. A printed copy will be provided if requested by an employee.

### 3) DEDUCTION OF UNION FEES

- a) The employer shall deduct union fees from the wages / salaries of employees when authorised in writing by members.
- b) The Unions will provide the employer a list of members on a quarterly basis.

### 4) DELEGATES

- a) The employer will allow reasonable paid time off at ordinary time with prior approval for recognised delegates to attend meetings with management, consult with union members and union officials, to consult and discuss issues such as management of change, staff surplus and to represent employees.



## 5) SPECIAL UNION MEETINGS

- a) Subject to subsections of this clause, the employer shall allow every union member to attend, on ordinary pay, two meetings (each of a maximum of two hours' duration) of their union in each year (being the period beginning on the 1st day of January and ending on the following 31st day of December).
- b) The union shall give the employer at least fourteen (14) days' notice of the date and time of any meeting to which the subsections of this clause applies.
- c) The union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any meeting, including, where appropriate, an arrangement for sufficient employees to remain available during the meeting to enable the employer's operation to continue.
- d) Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any employee for a period greater than two (2) hours in respect of any meeting.
- e) Only employees who actually attend the union meeting shall be entitled to pay in respect of that meeting and to that end the union shall supply the employer with a list of employees who attended and shall advise the employer of the time the meeting finished.
- f) ABI recognises the work that the PSA and NZNO members are doing in campaigning for pay equity for care and support workers and agrees that they will approve two applications per delegate, to a maximum of two (2) days per year paid at T1, to attend lobbying opportunities related to care and support pay equity. Such applications must:
  - i) Provide sufficient notice by the union to the relevant manager;
  - ii) Be communicated via email to the manager of the request to participate in the relevant activity;
  - iii) The manager and the union will take into account the operational requirements of the relevant area before requesting delegate release to participate in the relevant activity. Approval for such leave shall be at the sole discretion of the employer.

## 6) UNION ACCESS

- a) Union officials are able to enter the workplace to carry out union business in accordance with current legislation. Before entering the workplace Union Officials will take into consideration the nature of the business, client confidentiality and health and safety, which includes following ABI sign-in and health and safety procedures.

## 7) UNION EDUCATION LEAVE

- a) The employer shall grant a minimum of five (5) days leave per annum for employees' party to this agreement to attend courses authorised by the unions to facilitate the employee's education and training as employees' representative in the workplace or to attend employment relations education as outlined in sections 70 to 79 of the Employment Relations Act 2000. The maximum days per annum are listed in the table below:

Number of Union Members Covered By This Agreement	Maximum Days Per Annum
1 – 50	5
51 – 280	1 day per 8 full time employees
281 or more	35 days plus 5 days for every 100 full time employees in excess of 280

- b) The specified date for calculating this leave shall be 1 March.

## VIII. PERFORMANCE AND RESOLVING WORKPLACE ISSUES

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### 1) PERFORMANCE APPRAISALS

- a) The employee agrees to participate fully in any formal performance appraisal programme that shall be conducted by the Employer.
- b) The employee's performance will be reviewed every twelve (12) months.
- c) ABI Rehabilitation undertakes to use a fair, clear and objective process to manage employees when there are concerns raised about their standards of performance.

### 2) RESPECT

- a) The employee is expected to use courteous and considerate behaviour in all dealings with his or her colleagues, customers, clients, suppliers or any business contacts. The employee must not use language or conduct likely to cause offence to or about any person or group, whether on the grounds of religion, colour, race, ethnic origins, sex or age of the person or any other grounds.

### 3) HARASSMENT AT WORK

- a) No form of harassment (sexual or racial), bullying or intimidation of any kind will be tolerated by the employer.
- b) A formal investigation will be commenced upon a complaint being received, and that investigation will result in disciplinary action being taken if allegations of harassment, intimidation or bullying are substantiated.

#### 4) SUSPENSION

- a) The employer may suspend the employee from his or her duties whilst the employer conducts an investigation in relation to any matter that may concern the employee if in all the circumstances the employer considers it appropriate. The employer will seek the employee's input before suspension. Suspension will be on full pay.

#### 5) RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

a) Definitions:

- i) An **“Employment Relationship Problem”** is any problem relating to or arising out of the employment relationship between employer and employee. This includes a formal personal grievance or dispute, but does not include matters concerned with the negotiation of an employment agreement.
- ii) A **“Personal Grievance”** means a formal grievance relating to:
- (1) Unjustifiable dismissal,
  - (2) Unjustifiable disadvantage,
  - (3) Discrimination,
  - (4) Sexual or racial harassment, or
  - (5) Duress in relation to membership or non-membership of a union or employees' organisation.
- iii) A **“Dispute”** means a disagreement with the way in which your employment agreement has been applied or interpreted.

b) Resolving Employment Problems:

- i) If the employee has an employment problem then they should talk to their manager about it. If they want support or advocacy assistance in doing this they should contact their union or other representative. At any stage of the process the employee has an absolute right to representation.





- ii) If the employee has tried to resolve their employment problem with the employer, but this has not succeeded then they or their union can use the formal process that is offered by the Department of Labour's Mediation Service.
  
- c) Personal Grievances:
  - i) The employee has ninety (90) days to raise a grievance formally with the employer, from the time the event occurred (other than sexual harassment, which has a 12 month period). The union will act for the employee during the grievance process unless they prefer to represent themselves or seek other representation. When the employee raises a grievance with the employer, they or their representative need to state what the grievance is and what they want done about it. This should be done in writing.
  
- d) Disputes:
  - i) Where the employee thinks they have a dispute about the collective employment agreement they need to tell the union and employer who are parties to the agreement. This is because what they are disagreeing about may affect everyone else who is employed under the same collective agreement. A dispute may also be taken to the Mediation Service for resolution.
  
- e) Formal Processes / Mediation Service:
  - i) The Mediation Service may help the employee by giving them information about their rights and obligations. They may also suggest a meeting with the employer or anything else that they think might help. If the employee has a formal mediation, then it is up to the employee and the employer to reach an agreement on the outcome. The mediator facilitates the process and helps the employee and the employer come to an agreement. However, the employee and the employer can agree at the start of the mediation for the mediator to decide on the outcome. If the employee and the

employer agree to this then the mediator's decision is final. The employee cannot appeal the mediator's decision to a higher authority.

f) Employment Relations Authority (“the Authority”):

- i) If at the end of the mediation a resolution has not been reached, then either the employee or the employer could take the problem to the Authority. If the problem is about a strike or lockout or injunction then the employee could take the issue to the Employment Court. However, issues that relate to the negotiation of new terms and conditions can only be addressed through mediation. The employee cannot take them to the Authority or Employment Court.
- ii) The Authority looks at the whole situation rather than the technicalities of a case. It may look into anything that it thinks is relevant to the case. It may also send the parties back to mediation if it thinks that the parties have not gone through that process properly. If it arrives at a decision that the employee or the employer do not agree with, then either party can appeal that decision to the Employment Court.

g) Employment Court:

- i) Challenges and appeals to the Employment Court must be made within twenty-eight (28) days of the Authority making its decision.
- ii) If the employee wants further information about this process then please contact:
  - (1) Your manager
  - (2) Your union representative:
    - (a) NZNO on 0800 28 38 48
    - (b) PSA on 0508 367 772

h) Labour Inspectors:

- iii) The Ministry of Business Innovation and Employment also employs Labour Inspectors who the employee can ask to help with problems about the minimum entitlements



under the law, such as the Minimum Wage Act, or the Holidays Act. Labour Inspectors can help the employee enforce your rights in these matters.

## IX. TERMINATION

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### 1) TERMINATION OF EMPLOYMENT

- a) The employment agreement of an employee may be terminated by the occurrence of any of the following:
- i) Abandonment of Employment
    - (1) Where the employee is, absent from work for three (3) consecutive working days, without notification to the employer or without reasonable cause or without the consent of the employer, the employee shall be deemed to have terminated his or her employment agreement, provided:
      - (2) Clause (a)(i)(1) will not apply where the employee is able to show they were unable to fulfil their obligations under this section through no fault of their own.
      - (3) The employer will make all reasonable efforts to contact the employee during the three (3) days period of un-notified absence.
  - ii) Notice
    - (1) By either party giving to the other:
      - (a) Four (4) weeks' notice (more if agreed) for all employees
      - (b) Notice in writing served on the other personally or if that is impractical, by post to the last known address. Provided that no period of the notice shall coincide with a period during which the employee is on annual leave, sick pay or absent as a result of an accident in the course of that employee's work where such period does not exceed 28 days.
    - (2) The employer shall, on request, provide the employee with a certificate stating the period during which the employee was employed and the capacity in which the employee was employed.

iii) Without Notice

- (1) Where employment is terminated by either party without notice (except in the case of dismissal for misconduct) two (2) weeks' pay shall be paid or forfeited as the case may be.
- (2) Where employment is terminated by either party with notice of less than two (2) weeks, by payment or forfeiture as the case may be of the period of pay being the difference between two (2) weeks and the actual period of notice given.

iv) Misconduct

- (1) If an employee is guilty of misconduct as set out in the House Rules.
- (2) Where the employee is dismissed for misconduct (defined in House Rules), a certificate of service shall on request be provided and shall contain the notation "this certificate shall not be regarded as a reference".

## X. EQUIPMENT, UNIFORM, AMENITIES

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### 1) TOOLS AND EQUIPMENT

- a) The employee agrees to provide and maintain their own tools for use in the workplace in accordance with list attached to this employment agreement. The Employer agrees that other employees will not be permitted to use those tools, except with the consent of the employee.
- b) Unless the employee agrees to provide their own tools for use in the workplace, the Employer shall provide the employee with tools and equipment necessary to perform the duties for which the employee is employed. The Employer and the employee will, before using any tools, finalise and sign an inventory specifying description, number of, and condition of the tools, and the employee will sign for this.
- c) All care shall be taken by employees to keep tools and equipment in good order.
- d) The employee shall not remove any tools or equipment belonging to the Employer from the premises without the Employer's written permission.
- e) Any tools and equipment provided to the employee remain the property of the Employer and must be returned by the employee on the termination of employment.
- f) No equipment or materials belonging to the Employer are to be used for non-work related tasks without the written permission of the Employer.

### 2) UNIFORMS

- a) New staff employed on this CEA are issued with company uniforms on commencement.
- b) New uniforms are supplied as required.
- c) Old uniforms can be swapped with new uniforms as needed.
- d) All company issued uniforms are returned to ABI Rehabilitation on the day the person leaves the company.



### 3) STANDARD OF DRESS

- a) The employee is expected to maintain a high standard of personal cleanliness and appearance. An appropriate standard of dress, as determined by the Employer, is required at all times.

### 4) PRACTISING CERTIFICATES

- a) Where a nurse or allied health professional is required by law to hold an annual practising certificate, the cost of the certificate shall be met by the employer provided that:
  - i) It is a statutory requirement that a current certificate be held for the performance of duties
  - ii) The employee must be engaged in duties for which the holding of a certificate is requirement
  - iii) Any payment will be off-set to the extent that the employee has received a reimbursement from another employer.

### 5) AMENITIES

- a) The employer shall provide a locker for the employee's personal belongings during their shift. No employee shall be required to share a locker with another employee working on the same shift unless mutually agreed.
- b) The employees shall provide their own padlock and keys.
- c) The employer shall, in accordance with the Smoke Free Environments Act 1991, designate smoking and non-smoking areas in the work place and, in consultation with employees, shall provide designated smoking areas except that the employer may after consultation with the employees, designate the workplace "smoke-free".

## XI. GENERAL

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### 1) WORK ADDRESS

- a) The Employer's address is not to be used for private mail.

### 2) TRAINING

- a) The employee will be available to attend training courses as required by the Employer, the costs of which will be covered by the Employer. The Employer at their discretion will pay for training courses. Payment of wages will be paid for any course employees are required to attend by the Employer during working hours.
- b) However if the course required by the employer occurs outside normal working hours, the employee will be provided with time off in lieu of the time spent in attendance unless an alternative arrangement is specifically agreed.

### 3) CONFIDENTIAL INFORMATION

- a) The employee shall not, either during the period of his employment with the Employer or thereafter, copy, reveal or disclose to any person or entity (including other employees except as authorised by the Employer) any confidential information (except as shall be required for the proper performance of his duties) or use such information to his or her own benefit.
- b) The employer considers the following information to be confidential; employee lists and employee information, financial statements, client information, products and services data, financial condition data, pricing data, business plans, business records, customer lists, project records, correspondence, market reports, suppliers and vendor lists, business manuals, policies and procedures, ideas, systems, practices, studies, technologies, inventions, discoveries, security arrangements, codes and passwords and all other commercially sensitive or valuable





information which may be disclosed by the Employer during the employment, and whether or not made, developed and/or conceived by employee during the employment.

#### 4) LEGAL LIABILITY

- a) The employer undertakes to indemnify employees against action taken against them by persons suffering damage as a result of acts or omissions of the employee while acting in the course of his or her employment.
- b) Where an employee while acting in the course and within the scope of their employment requires legal representation, this will be provided and paid for by the employer, e.g. legal representation may on occasion be required when duly authorised officer is called to a Mental Health review tribunal where a patient is contesting his / her status under the Mental Health Act.
- c) Indemnity or legal representation shall not apply to employees acting outside the course and scope of their employment.

#### 5) STAFF ORIENTATION AND ASSESSMENT

- a) All new staff shall be required to fully participate in the Company's orientation program.
- b) It is agreed that the employee will participate in a bona fide way in the system of staff review instituted by the employer initially after three (3) months employment and then at yearly intervals or by agreement. The employer retains the right to have more regular reviews as part of any remedial actions required.
- c) The review shall be conducted in a fair and reasonable manner and the employee shall be given the opportunity to present his or her viewpoint and shall be entitled to comment on the review. The employee shall have the opportunity to challenge the review before the employer.
- d) The employee shall be entitled to a copy of the review if one is requested.



## XII. SIGNATURES

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Authorised representative of the employee Parties

NZNO



Signature

21st of August 2023

Date

Lewis Wheatley

Name

PSA



Signature

22nd August 2023

Date

Nicci Johnson

Name

Authorised Representative of Employer Parties

ABI Rehabilitation New Zealand Ltd.



Signature

22 August 2023

Date

Dr Christine Howard-Brown

Name

# SCHEDULE 1: PAY RATES

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## 1) Annual Union Pay Increase and Back Pay

- a) All increases to Allied, Nursing and Clerical pay scales for ABI Rehabilitation employee union members will be aligned to the relevant DHB/Te Whatu Ora printed base pay rates. This includes any pay equity settlements that arise during the term of this Collective Agreement. The timing of these increases will be as follows:
  - i) Increases to Allied, Nursing and Clerical pay scales will come into effect on the date of ratification by the DHB/Te Whatu Ora.
  - ii) For the avoidance of doubt, staff will not be entitled to back pay for any period of time prior to DHB/Te Whatu Ora ratification. For example, if a DHB/Te Whatu Ora ratified a MECA in March 2021 with pay rate increases for DHB employee union members under the MECA being effective from August 2020, the increases for the relevant ABI staff would only become effective from March 2021.
- b) Where pay equity settlements relevant to any other occupational groups covered by this Collective Agreement are known, the parties acknowledge that the remuneration agreed during this period of bargaining will be jointly reviewed within 3 months of the DHB/Te Whatu Ora outcomes and will consider impacts on remuneration within the period of the Collective Agreement.

## 2) Nurses Pay Rates

- a) Nursing staff will be linked to the applicable NZNO Nursing DHB/Te Whatu Ora MECA base rates.
- b) Penal rates are not linked to MECA/Te Whatu Ora rates.
- c) Each employee increases a pay step on their anniversary.
- d) Registered and Enrolled Nurses will be paid according to the following tables:

### Registered Nurses

Annual Pay Step	04/06/18	06/08/19	06/05/19	05/08/19	04/05/20	17/09/21	14/12/22
7					37.20	39.99	45.84
6			35.07	36.12	36.12	38.91	44.50
5	33.06	34.05	34.05	35.07	35.07	37.86	43.21
4	29.75	30.64	30.64	31.56	31.56	34.35	38.89
3	28.16	29.00	29.00	29.87	29.87	32.66	36.80
2	26.50	27.30	27.30	28.12	28.12	30.91	34.64
1	24.49	25.22	25.22	25.98	25.98	28.77	32.00

### Enrolled Nurses

Annual Pay Step	04/06/18	06/08/18	06/05/19	05/08/19	17/09/21	14/12/22
5						35.39
4			26.62	27.43	30.21	34.28
3	25.09	25.85	25.85	26.63	29.42	33.17
2	24.50	24.50	24.50	24.68	27.47	30.76
1	24.00	24.00	24.00	24.00	26.17	29.40

### Community Nursing Scale

Annual Pay Step	5/08/19	17/09/21	14/12/22
8	82,957	88,757	
7	78,993	84,793	95,340
6	77,443	83,243	92,563
5	72,945	78,745	89,868
4	65,652	71,452	80,883
3	62,138	67,938	76,554
2	58,491	64,291	72,061

1	54,034	59,834	66,570
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e) Designated senior nurses will be paid according to the following tables:

<b>Designated Senior Nurses</b>				
<b>Designated Senior Nurse Salary Scales</b>	<b>5/08/19</b>	<b>17/09/21</b>	<b>Revised Designated Senior Nurse Salary Scales</b>	<b>14/12/22</b>
<b>Grade 2</b>	79,760	85,560	<i>Moved to new Grade 1 Step 1</i>	
ABI Senior RN with sub-speciality and working towards a post graduate qualification	81,322	87,122	<i>Moved to new Grade 1 Step 2</i>	
	85,375	91,175	<i>Moved to new Grade 1 Step 3</i>	
<b>Grade 3</b> ABI Clinical Nurse Educator OR Clinical Nurse Lead	86,887	92,687	Grade 1 (Formerly grade 3)	95,576
	90,230	96,030		99,253
	96,378	102,178		106,016
<b>Grade 4</b> ABI Clinical Nurse Educator, ABI Clinical Nurse Lead with a post graduate qualification, or ABI Brain Injury Nurse specialist	91,899	97,699	Grade 2 (Formerly grade 4)	101,089
	95,241	101,041		104,765
	101,541	107,341		111,695
<b>Grade 5</b> ABI Brain Injury Nurse Specialist with a post graduate qualification	96,910	102,710	Grade 3 (Formerly grade 5)	106,601
	100,256	106,056		110,282
	106,703	112,503		117,373
<b>Grade 6</b> (not specified)	100,256	106,056	Grade 4 (Formerly grade 6)	110,282
	103,596	109,396		113,956
	110,146	115,946		121,161
<b>Grade 7</b> (not specified)	103,596	109,396	Grade 5 (Formerly grade 7)	113,956
	106,938	112,738		117,632
	112,389	118,189		123,628
<b>Grade 8</b> (not specified)	109,116	114,916	Grade 6 (Formerly grade 8)	120,028
	115,026	120,826		126,529
	120,938	126,738		133,032
	130,653	136,453		143,718

f) Progression through steps in each grade shall be subject to satisfactory performance and merit, be annual on the anniversary date of appointment to the designated senior position. Movement between grades shall be on the basis of appointment to a higher graded position.

### 3) Rehabilitation Assistant (RA) Pay Rates

g) The following pay scale applies to Support Workers.

Level	Qualification or service	1 July 17 Year 1	1 July 18 Year 2	1 July 19 Year 3/4	1 July 21 Year 5	1 July 22
<b>1</b>	L0 <b>or</b> <3 years service (waged hourly rate)	19.00	19.80	20.50	21.84	22.49
<b>2</b>	L2* <b>or</b> 3+ years service (waged hourly rate)	20.00	21.00	21.50	23.36	24.06
<b>3</b>	L3* <b>or</b> 8+ years service (waged hourly rate)	21.00	22.50	23.00	25.39	26.16
<b>4</b>	L4* <b>or</b> 12+ years service (waged hourly rate)	23.50	24.50	25.50	27.43	28.25
<b>4b</b>	Reaches 12+ years service after 1 July 2017 with no L4* (waged hourly rate)	22.50	23.50	24.50	26.41	27.20

h) \*"Qualifications" are the New Zealand Certificates in Health and Wellbeing (Levels 2-4) issued by NZQA or a qualification (whether from New Zealand or overseas) that is recognised by Career force has being equivalent to these certificates.

i) "Service" only applies to those already employed at 1 July 2017 and is continuous employment with the current employer including service recognised as continuous for the purposes of transferring workers. For clarity those care and support workers employed after

1 July 2017 will enter and progress through the pay scale on the basis of qualifications only and will not progress based on service.

- j) Pay Rate Progression for Existing Care and Support Workers
- i) Progression through the pay scale will occur immediately when a worker passes a service step or attains the applicable qualification as set out below:
    - (1) Progression to Level 2 will be on achieving the Level 2 qualification or after the completion of 3 years current continuous service.
    - (2) Progression to Level 3 will be on achieving the Level 3 qualification, or after 8 years current continuous service.
    - (3) Progression to Level 4 will be on the achieving the Level 4 qualification.
    - (4) Progression to level 4b will be on reaching 12 years services but have not yet achieved a level 4 qualification.
  - ii) Pay Rate Progression for Care and Support Workers employed after 1 July 2017
    - (1) Progression to Level 2 will be on achieving the Level 2 qualification.
    - (2) Progression to Level 3 will be on the achieving the Level 3 qualification.
    - (3) Progression to Level 4 will be on the achieving the Level 4 qualification.
    - (4) (Level 4b does not apply to staff employed after 1 July 2017).
  - iii) Employer to Ensure Care and Support Workers are able to gain qualifications
    - (1) The employer must take all reasonably practicable steps to ensure workers attain the following NZ Health and Wellbeing Certificate (or their equivalent) qualifications within the following maximum time periods:
      - (a) Level 2 Certificate – within 12 months of commencement of employment
      - (b) Level 3 Certificate – within 3 years of commencement of employment
      - (c) Level 4 Certificate – within 6 years of commencement of employment

#### 4) Household Staff Pay Rates

- a) Each employee increases a pay step on their anniversary.
- b) Household staff annual step 1 and 2 are combined from 2 July 2023
- c) Household supervisors hold responsibilities for other staff or agreed additional duties as per the relevant position description
- d) Household staff includes:
  - i) Cleaners
  - ii) Laundry staff
  - iii) Maintenance staff
  - iv) Kitchen staff
- e) Household staff will be paid according to the following table:

Role	Annual Step	02 April 18	2 April 19	02 April 20	2 April 21 (includes LCI adjustment)	2 July 23
Household Supervisor (salary)	2			\$50,960	\$52,489	\$58,240
Household Supervisor (salary)	1			\$49,140	\$50,614	\$56,160
Household staff (wage)	Merit Step*		\$19.00	\$21.00	\$22.75	\$26.00
Household staff (wage)	2/1	\$16.63	\$18.17	\$20.50	\$20.82	\$24.00
Household staff (wage)	1	\$16.44	\$17.70	\$20.00	\$20.32	

*\* Merit step is achieved upon completion of Level 3 Careerforce qualifications or higher; or three years of continuous employment with ABI.*

- f) Household staff Annual Step 2/1 will be adjusted annually based on the Labour Cost Index (LCI) effective 1 April each year and calculated from Statistics New Zealand last quarter information available.



## 5) Administration Pay Rates

- a) Administration and clerical staff pay rates will be linked to Northern Region & Public Service Association TE PŪKENGĀ HERE TIKANGA MAHI – Clerical and Administration Staff Collective Agreement – NRA Clerical base rates.
- b) Each employee increases a pay step on their anniversary.
- c) Penal rates are not linked to MECA rates.
- d) The salary scale covers the following:
  - i) Administrative / Executive Officers
  - ii) Clerical Administration Staff
  - iii) Finance Staff
  - iv) Payroll Staff
  - v) Receptionists
  - vi) Secretarial and Team Support Staff
- e) Criteria
  - i) Access to merit steps (marked M or Merit) shall be by using the merit criteria in place prior to the commencement of the agreement or using criteria agreed during the term.
- f) Pay Rates
  - i) Administration staff will be paid in accordance with the following rates:

<b>CLERICAL AND ADMINISTRATION PAY EQUITY RATES</b>									
			<b>Step effective 7 Jun 22</b>						
<b>Band</b>	<b>Profile</b>	<b>Key function</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>7</b>	7A	Line management specialist functions leadership	73,695	75,863	78,030	80,198	82,365	84,533	<b>86,700 (M)</b>
<b>6</b>	6B	Specialist Technical leadership & supervision							

	6D	Complex finance, procurement analysis & advice	71,196	72,930	74,664	76,398	78,132	79,866	<b>81,600 (M)</b>
5	5A	Creation & management of staff rostering & allocation	67,932	69,442	70,951	72,461	73,970	<b>75,480 (M)</b>	
	5B	Scheduling & waitlist management							
	5C	Day to day administration coordination of a service							
	5D	Coordinating & providing access to information requests							
4	4A	Range of administration services to a service	64,903	66,345	67,787	69,229	70,672	<b>72,114 (M)</b>	
3	3A	Payroll services	59,627	61,805	63,984	66,161	<b>68,340 (M)</b>		
	3B	Medical transcription							
	3C	Service administrator							
	3D	Financial & contract management							
	3E	Data cleansing, analysis & reporting							
2	2A	Helpdesk	55,177	57,865	60,552	<b>63,240 (M)</b>			
	2B	Financial, purchasing, payroll admin							
	2C	Reception duties incl. bookings & data							

		entry							
1	1A	Data entry & reporting							
	1B	Data & clinical records processing	51,291	54,461	57,630 (M)				

## 6) Allied Health Pay Rates

- a) Allied Health staff will be linked to applicable Auckland Region DHB/Te Whatu Ora Allied, Public Health and Technical MECA base rates.
- b) Each employee increases a pay step on their anniversary subject to APS and Merit Steps.
- c) Penal rates are not linked to MECA rates.
- d) The salary scale covers the following disciplines:
  - i) Occupational Therapists
  - ii) Speech Language Therapists
  - iii) Social Workers
  - iv) Physiotherapists
  - v) Clinical physiologists
  - vi) Pharmacists
- e) ABI Rehabilitation is committed to providing staff with a salary which reflects and acknowledges their skills, education and experience in the profession.
- f) Salary Cap
  - i) The current salary cap for therapists is Level 8.
- g) Criteria
  - i) ABI Rehabilitation has eight levels of annual increments for therapists.
  - ii) Where there is a four year degree the entry level is Level 2.



- iii) Any increase beyond Level 8 is based on merit and/or substantial increased responsibility and is subject to individual negotiation and agreement with the relevant manager and HR.
- iv) If a therapist has an MA level of qualification involving up to six years of training, they will be considered to jump to Level 5, at the discretion of management. The discretion is linked to the amount of practical knowledge the therapist has.

Band/ Position	Step	4 Aug 20	29 Jun 22	
Advanced Clinician / Advanced Practitioner / Designated Positions	17	112,171	117,871	M
	16	108,495	114,195	M
	15	106,057	111,757	M
	14	101,749	107,449	M
	13	97,444	103,144	M
	12	92,799	98,499	M
	11	87,697	93,397	M
	10	84,001	89,701	M
	9	81,492	87,192	M
Additional Progression Step	8	79,504	85,204	APS
Graduate to Experienced Clinicians	7	76,571	82,271	A
	6	74,341	80,041	A
	5	71,299	76,999	A
	4	66,678	72,378	A
	3	62,058	67,758	A
	2	57,435	63,135	A
	1	52,813	58,513	A

A = Annual Progression; APS = Additional Progression Step; M = Merit

Step 1 where the minimum professional requirement is a 3 or 4 year Bachelor's degree

- Progression from the top automatic salary step to the additional progression step (APS) is dependent on the achievement of mutually agreed objectives, which are set prospectively when the employee reaches the top automatic salary step. These objectives should align with the qualities of an experienced practitioner (the Expectations of Practice provides guidance on these) and reflect the expected professional/technical skills and personal attributes.
- There shall be no automatic progression for Advanced Clinician/ Advanced Practitioner/ Designated Positions on technical merit.



- An employee in an Allied Health Management role who is an Allied Health Professional (Service Manager, Rehabilitation Manager and above) with a clinical component to their role who is appointed to step 10 of the scale, shall progress to step 11 after one year's service in their role with role progression to step 14. Thereafter further progression shall be determined by the employer taking into account the duties, responsibilities and scope of the position relative to other management positions.

Team Leader positions commence at step 9 and rise to a maximum of step 11 and always include a clinical component to their role.

## 7) Psychologists Pay Rates

- a) Each employee increases a pay step on their anniversary subject to APS and Merit Steps.
- b) Psychologists will be paid the following pay rates:

	Step	4-Nov-19			Step	29-Jun-22	
Advanced Clinician / Advanced Practitioner / Designated Positions					16	134,877	M
	18	125,873	M	-->	15	129,926	M
	17	123,093	M	-->	14	124,293	M
	16	120,313	M	-->	13	121,513	M
	15	117,531	M	-->			
	14	114,359	M	-->	12	115,559	M
	13	111,331	M	-->			
	12	109,435	M	-->	11	110,635	M
	11	105,849	M	-->			
10	103,470	M	-->				
					10	107,049	A
Graduate to Experienced Clinicians	9	99,267	A	-->	9	104,670	A
				-->	8	100,467	A
	8	95,067	A	-->	7	97,467	A
	7	90,536	A	-->	6	92,936	A
	6	85,558	A	-->	5	87,958	A
	5	81,952	A	-->	4	84,352	A
	4	79,504	A	-->	3	81,904	A
	3	76,550	A	-->	2	78,950	A
	2	74,341	A	-->	1	76,741	A
	1	70,925	A	-->			

A = Annual Progression; M = Merit Progression

Progression to step 11 and beyond shall denote an extension in the requirements of the position and will require comparable duties and skills to other positions on that scale as well as with other comparable positions.

Progression through the scale from step1 to step 10 shall be by way of automatic annual increment. There shall be no automatic progression beyond step 10.



Progression to a higher step shall be through merit.

**8) Occupational Therapy Assistant, Physiotherapy Assistant, Rehabilitation Programme Co-ordinators/Coaches pay rates**

- a) Each employee increases a pay step on their anniversary.
- b) The salary scale covers the following disciplines:
  - i) Occupational Therapy Assistant,
  - ii) Physiotherapy Assistant, and
  - iii) Rehabilitation Programme Co-ordinators/Coaches
- c) Salary Cap
  - i) Therapy Assistants and Rehabilitation Programme Coordinators will be able to reach the top step of their scale. Following the Auckland Regional Allied Health DHB/Te Whatu Ora ratification process the bottom step will be removed leaving a 7 step scale. Therefore, the current Step 8 will become the new Step 7.
- d) Pay Rates:
  - i) These staff will be paid the following pay rates:

Step		Step	4-Nov-19		Step	29 June 2022	
8	->	7	55,902	->	5	61,602	A
7	->	6	54,274	->	4	59,974	A
6	->	5	52,693	->	3	58,393	A
5	->	4	49,415	->	2	55,115	A
4	->	3	45,668	->	1	51,820	A
3	->	2	42,151	->			
2	->	1	39,908	->			

A = Annual Progression;



9) Haoura Māori Worker pay rates

Level 3 Step	Level 3 29 Jun 22		Level 2 Step	Level 2 29 Jun 22		Level 1 Step	Level 1 29 Jun 22	
11	93,397	M						
10	89,701	M						
9	87,192	M						
8	85,204	APS						
7	82,271	A	7	78,997	M	7	61,602	A
6	80,041	A	6	75,583	M	6	59,974	A
5	76,999	A	5	72,168	A	5	58,393	A
4	72,378	A	4	68,754	A	4	55,115	A
3	67,758	A	3	65,337	A	3	51,820	A
2	63,135	A	2	61,602	A	2		A
1	58,513	A	1	58,393	A	1		A

A = Annual Progression; APS = Additional Progression Step; M = Merit

Level 3:

- To qualify for placement on Level 3, the employee must have a minimum of a relevant three year degree or cultural qualification established through an approved Haoura Māori Worker – Assessment Process.
- Progression through the scale from step 1 to step 7 shall be by way of automatic annual increment.
- Progression from step 7 to 8 is an additional progression step (APS). It is dependent on the achievement of mutually agreed objectives, which are set prospectively when the employee reaches the top automatic salary step. These objectives should align with the qualities of an experienced practitioner (the Expectations of Practice provides guidance on these) and reflect the expected professional/technical skills and personal attributes.
- Progression above step 8 shall be on merit or by appointment to a Designated Position. Merit progression to a higher step shall be through a merit process.



#### Level 2:

- To qualify for placement on Level 2, the employee must have a relevant advanced certificate/diploma qualifications at National Qualification Framework Level 5 or higher, or cultural qualifications established through an approved Hauora Māori Worker – Assessment Process.
- Progression from step 1 to step 5 shall be by way of automatic annual increment.
- Progression above step 5 shall be on merit or by appointment to a Designated Position. Merit progression shall be through a merit process.

#### Level 1:

- To qualify for placement on Level 1, the employee must have a certificate/diploma qualifications at National Qualifications Framework Level 4 or lower, or cultural qualifications established through an approved Hauora Māori Worker – Assessment Process.

# APPENDIX: WORKER PARTICIPATION AGREEMENT

## I. Introduction

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ABI Rehabilitation NZ Ltd (ABI), the PSA and NZNO recognise that the safest and healthiest workplaces are ones where ABI as the PCBU and its workers, worker's unions and health and safety representatives (HSRs) work together. We recognise the goal of health and safety is to engage in continuous improvement to create and maintain a happy, healthy and safe workplace.

## II. ABI Commitment

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ABI provides leadership and is committed to and supports worker engagement, participation and representation. As methods of engaging with all workers, ABI is committed to enabling competent and effective HSRs and Health and Safety Committees. ABI acknowledges that it must engage with its workers and the Unions that represent them on matters that affect their health and safety. This includes when ABI, a HSR, Worker or Union identifies hazards and risks, when making decisions on ways to eliminate or minimize those risks (using a hierarchy of controls with elimination always being preferable) and when designing and reviewing worker participation practices.

## III. Roles

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Each party to the participation agreement, will demonstrate leadership in different ways. All will approach opportunities for improvement in a collaborative, objective and constructive manner.

- Workers – see it, fix it or escalate it
- HSRs – understand, participate, support, reinforce and use the health and safety system and structures to assist workers and managers to resolve issues. HSRs have a key role in investigating incidents, identifying hazards and risks and recommending controls.
- Managers – listen, assess it, fix it or escalate it
- Senior leadership – ensure the right people are in the room, talking about the right issues with the right resources and have clear and effective escalation procedures. They provide leadership by collaborating, consulting, cooperating and coordinating worker engagement and participation.

- Steering Group - a joint forum consisting of Unions and Senior Leadership that champions and provides leadership in health and safety for ABI.
- Unions – play a key role in the oversight of health and safety, in raising issues and are engaged with Senior Leadership. They understand, participate, supports and reinforce the use of the health and safety system and its structures. If they identify issues, these are raised in a constructive way. Unions also provide wider leadership in sharing information across sectors that may be relevant to Health and Safety at ABI.

#### IV. Purpose

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The purpose of this agreement is to strengthen health and safety in the workplace by:

- Ensuring all workers are provided with reasonable opportunities to be actively involved in the ongoing management of health and safety, and to ensure everyone is supported to stay healthy and well. Workers have forums and the ability to express views and raise work related health and safety issues and contribute to decision-making processes in relation to health and safety issues.
- Working together to prevent, reduce, minimise the risk to employees of harm due to challenging behaviour of clients. This includes the mutual development of processes covering how events are managed to support the directly affected employee.
- Having in place a just culture which creates an environment where individuals feel free to report health and safety concerns. This facilitates as many hazards being identified and controls to eliminate or mitigate risks being implemented as possible.
- All workers, unions and management are actively involved in the on-going management of health and safety, and ensure everyone is supported to be healthy and stay well in respect of the work environment, safe systems of work, information sharing and training; monitoring and preventing injury or illness arising from work.
- Promoting cooperation between ABI, workers and the Unions representing the workers.
- Allowing ABI, the PSA and NZNO to give effect to the amended HSWA by building on existing health & safety practices.

#### V. Process

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##### 1. Existing Health and Safety Systems

The parties agree that the implementation of this agreement intends to strengthen existing health and safety systems and practices consistent with the HSWA.

##### 2. Work groups

Workers and ABI managers will discuss and agree on suitable configuration of work groups which will be structured to allow for effective representation. Each work group must account for the risk profile of workers and the type of work occurring in that work group.

ABI in conjunction with workers and the unions have identified the following work groups:

- Auckland Intensive and Residential
- Auckland Community
- Wellington Service (includes Intensive, Residential and Community)

Workers are able to belong to more than one work group if they choose.

Should workers and ABI managers not agree on a configuration of work groups or workers determine the work groups are not effective, the decision will be escalated to the respective union officials and senior leadership of ABI to discuss at the Steering committee.

### **3. Health and safety representatives (HSRs)**

HSRs perform a key role in identifying hazards and risks within a work group and the wider business and is engaged with management and Senior Leadership to manage them. HSRs provide a link between workers and management, identify hazards and risks, contribute to investigating incidents and assist in communicating health and safety best practice to workers.

HSRs will be given adequate time, training, resources, and equipment to undertake their functions.

HSRs are elected by the workers using a clear election process facilitated by ABI. By mutual agreement, ABI may request that unions facilitate the election process of HSRs. The names of HSRs will be clearly communicated to the workers of each work group and posted publicly on noticeboards and the intranet. Elections will be held every two years or sooner if a vacancy arises or sooner (as per the requirements of the HSWA Regulations Part 2 Section 18. As per the HSWA Regulations Section 64, the total number of HSRs will be calculated at a ratio of 1:19 workers.

An HSR is not expected to know everything about workplace health and safety or take overall responsibility for health and safety in their work group. The powers and functions of an HSR are set out in the HSWA Schedule 2, Section 1-9 Functions of health and safety representatives. The



obligations of ABI as a PCBU is also set out in the HSWA Schedule 2, Section 10 Obligations of PCBU to health and safety representative.

#### 4. Health and Safety Committee (HSC)

HSCs provide for the ongoing improvement in health and safety across the workplace and a formal mechanisms for resolving local issues that cannot be resolved between HSRs and their managers.

HSCs will be aligned to the structure and makeup of work groups. ABI may decide that two or more work groups are combined to form one HSC.

The functions of HSCs are set out in the HSWA Schedule 2, Section 20 Functions of health and safety committees.

HSC meetings will be held via video-conferencing or as in-person meetings. HSRs will be paid for their attendance. There will be a minimum of three meetings per year (x1 every four months). If needs dictate, meetings can be held more frequently (for instance if new pieces of equipment or business practices like staffing levels for tasks change. Union organisers can attend meetings when requested.

Each meeting will:

- have an agenda developed one week ahead of the meeting and include standing agenda items (i) hazards at the workplace, reviewing the hazard and relevant risk register; and (ii) the health and safety of the workers at the workplace including safe staffing
- be chaired by a worker who has employer delegated health and safety responsibilities as part of their role
- have a written record of the meeting which is available on the ABI intranet or a shared drive for all HSC members and managers to view
- have any recommendations documented within the record of the meeting and be put forward to the manager that has responsibility for the workers represented by the HSC work groups. If



this recommendation is not enacted, the relevant HSC or HSR can escalate this to the Steering group.

HSCs are bound by the Privacy Act. They will not be provided with personal information concerning any worker without the worker's written consent.

## 5. National oversight

Nationally, the Steering group will represent the interests of all parties on health and safety. It will be run as part of the Joint Consultative Committee. This Steering group along with HSC's will contribute to the Health and Safety Strategy goals and key risks which will be reviewed and updated every 4 months. Health and Safety trends will also be reviewed by this group.

Members of the Steering group will include:

- Chairs of the HSC's
- Head of People performance and Culture/HR Consultant
- Quality manager
- General Manager or Chief Executive
- 1 NZNO Organiser
- 1 PSA Organiser
- 1 or 2 PSA Delegates (if not otherwise chairs of the HSCs and minimum of one)
- 1 or 2 NZNO Delegates (if not otherwise chairs of the HSCs and minimum of one)

Information from HSCs and the Steering Group will be reported to the Executive Leadership Team via the Quality and HR reports.

## 6. Engaging with workers

From time to time, ABI may engage with workers outside of the formal HSR and HSC structures. These may include whole workforce discussions, or by calling together project or focus groups.



Unions will be invited to participate in health and safety projects in the form of delegates or union members who are HSR's on these groups.

## 7. Health and safety training

ABI is committed to providing health and safety training for all workers including specific training for management and HSRs. Unions are committed to providing health and safety training to HSRs

HSRs will be entitled to two days annual training.

- For HSRs, in the first year of their term, ABI will allow HSRs on full pay to undertake training to the unit standard NZQA29315. It is acknowledged that unions support this training being provided by an accredited provider.
- HSRs are able to choose their training provider and course in consultation with ABI. Training courses will only be refused if the course/cost is grossly disproportionate to the potential benefit of the course.

For ongoing annual training following completion of the first year's term, ABI and unions will work together to identify effective training opportunities that build HSR's capability under the Occupational Health and Safety subfield of the NZQS framework.

HSRs are able to request additional training. The maximum training levels are as set out in the HSWA Regulations Section 214(b)(vi).

## 8. Review of the Worker Participation Agreement

The parties agree that this worker participation agreement shall be reviewed every two years or more regularly by mutual consent. Measures of success will align with the Worker Engagement, Participation and Representation Good Practice Guidelines. The review of the worker participation agreement can occur via the Joint Consultative Committee or as part of the Collective Bargaining process.