

serco



APEX
ALLIED SCIENTIFIC AND TECHNICAL

**APEX
AUCKLAND SOUTH CORRECTIONS FACILITY**

**PSYCHOLOGISTS
COLLECTIVE AGREEMENT**

01 MAY 2022 - 30 APRIL 2025

If you have any issues with this employment agreement including:

- hours of work
- salaries
- rosters
- annual leave
- public holidays
- sick leave
- bereavement leave
- parental leave
- health & safety
- any part of your working life

Contact your delegate or APEX

Phone	(09) 526 0280
Fax	(09) 579 6213
Email	psychologist@apex.org.nz ask@apex.org.nz
Website	www.apex.org.nz



AND



**Auckland South Corrections Facility
Psychologists Collective Agreement
1 May 2023 to 30 April 2025**

Contents

Subject	Pages
About this Agreement	4
Title	4
Parties	4
Coverage	4
New employees	4
Term	5
Employment	5
Types of employment	5
Letter of engagement	5
Serco Policies	6
Health and safety	6
Ending employment	8
Redundancy	9
Employment protection provisions	10
Position Classifications, Remuneration, Allowances & Related Matters	11
Position classifications & salary rates	11
Salaries	11
Payment of salaries	11
Superannuation	12
Allowances	12
Reimbursement of expenses	12
Hours of Work	13
Leave	13
Annual leave	13
Public holidays	13
Sick Leave	14
Bereavement leave	15
Parental leave	15
Family Violence Provisions	15
Consultation & Dispute Resolution	16
Management of change	16
Consultation	16
Resolution of employment relations problems	17
Union access	18
Union delegate/workplace representative	18
Employment relations education leave	19
Union meetings	19
Deduction of union fees	19
Professional Development	19
Annual Practising Fees	20
Supervision	22
Signatures of the Parties	22

About this Agreement

1. Title

- a) This Agreement is to be known as the “APEX and Serco Auckland South Corrections Facility Psychologists Collective Agreement 2023-2025” and is made pursuant to the Employment Relations Act 2000.

2. Good Employer

- a) In accordance with the Employment Relations Act 2000 and the Human Rights Act 2003, Serco is committed to fair treatment of staff and equality of employment opportunities. All staff will have equal opportunity in Serco and will not be discriminated against.

3. Parties

The parties to this Agreement are:

- a) Serco New Zealand Limited (“Serco” or “Company”); and
- b) Association of Professional and Executive Employees (“APEX”) or (“Union”)

4. Coverage

The agreement applies to those employees employed by Serco at Auckland South Corrections Facility who are members of the Union and who hold registration with the New Zealand Psychologists’ Board:

- Psychologists – employees who hold registration with the New Zealand Psychologists’ Board;
- Intern Psychologists – employees who hold registration as intern psychologists with the New Zealand Psychologists’ Board.

5. New Employees

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

- Give the employee a copy of the prescribed MBIE new employee form concerning the employee’s option regarding union membership.
- Inform the employee that this Agreement exists and covers the work to be done by the employee;
- Give the employee a copy of this Agreement;
- Inform the employee that he/she may join the Union, which is a party to this Agreement;
- Provide information as to how to contact the Union;
- Inform the employee that if the employee joins the Union, Union subscriptions will be deducted from their pay each pay and forwarded by Serco to the Union;

- Inform the employee that if the employee joins the Union, he or she will be bound by the Agreement;
 - Give notice to the Union and allow them to meet with new employees or a group of new employees to explain the role of the union.
 - A nominated Union delegate will be released on normal pay to present at the Serco Induction Programmes.
- a) During the first 30 days of employment, the terms and conditions of the new employee will be the terms and conditions in this Agreement and any other terms that are no less favourable than those in this Agreement.

6. Term

This Agreement will come into force on 1 May 2023 to 30 April 2025.

7. Definitions

“Agreement” means the APEX and Serco Auckland South Corrections Facility Psychologists Collective Agreement 2023-2025.

“Average daily pay” shall have the meaning provided by the Holidays Act 2003 or any amending or substituting legislation.

“Average weekly earnings” shall have the meaning provided by the Holidays Act 2003 or any amending or substituting legislation.

“Company” or “Serco” means Serco New Zealand Limited.

“Employee” means an employee of Serco whose work is within the coverage clause of this Agreement.

“Partner” means a person to whom an employee is married or in a civil union with, or in a de-facto relationship with.

“Policies and/or procedures” means the Serco policies and procedures that may be amended from time to time by Serco in its discretion following consultation that are easily accessible to employees and provided to the Union.

“Pro rata basis” means in proportion to the number of hours a part time employee is employed to work per week divided by 40.

“Relevant daily pay” shall have the meaning provided by the Holidays Act 2003 or any amending or substituting legislation.

“Misconduct or serious misconduct” shall have the meanings defined by the Serco Code of Conduct, the Employee Guidelines and any other Serco policies and procedures that may be in force and that may be amended from time to time by Serco.

“Union” or “APEX” or” means the Association of Professionals and Executive Employees Inc.

“Working week” means, for the purposes of the Holidays Act 2003 and any amending or substituting legislation (provided that any amending legislation does not change the practical effect of this definition), the period of time during which an employee works the number of hours of work across the calendar week.

8. Variation of Agreement

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

Employment

9. Types of Employment

- a) Employment may be full time, part time, and fixed term.
- b) A full-time employee is one who is engaged as such and who works an average of 40 hours per week.
- c) A part time employee is one who is engaged as such and who works an average of less than 40 hours per week. A part time employee shall be paid a prorated salary (as defined above).
- d) "Fixed Term" means an employment arrangement that is entered into in accordance with the provisions of S66 of the Employment Relations Act 2000 where the employee’s employment may end at the close of a specified date or period; or on the occurrence of a specified event; or at the conclusion of a specified project. Serco must advise the employee in the letter of appointment about the genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end in that way; and advise the employee of when or how his or her employment will end and the reasons for his or her employment ending in that way. If the employee is subsequently employed on a permanent basis and there is no break in service as defined below, the service shall be aggregated to include the period of employment on a fixed term agreement for the purpose of service-related entitlements.

10. Letter of Engagement

- a) Prior to commencing employment, each employee will be provided with a letter of offer by Serco, which amongst other things will set out the employee’s:
 - Employment type;
 - Job classification;
 - Rate of pay;
 - Commencing hours of work
 - Commencing date of employment;
 - Probationary period – which for full time and part time employees may be a period not exceeding 3 months provided that Serco, at its discretion, may extend the probationary period for a further period of three months or such other lesser period as may be determined by the Company.
- b) Each employee shall be provided with a copy of this Agreement and a copy of relevant Serco policies or provided with electronic access to such policies.

- c) It is expected that employees will devote their working time and attention to the performance of their responsibilities and endeavour to the best of their ability to promote the interests of Serco. Employees may not, at any time during their employment with Serco, engage directly or indirectly in other employment or business that competes with Serco. Any employee who is considering undertaking other employment while employed by Serco, must advise Serco of their intentions so Serco can consider whether it may conflict with, or have a detrimental effect on, the performance of the employee's duties with Serco.
- d) Continued employment is subject to the employee maintaining or obtaining any accreditation or other qualification required for the job role as specified by Serco.
- e) Continued employment is also subject to the employee holding a current Ministry of Justice clearance.
- f) Continued employment is further subject to the employee being registered with the New Zealand Psychologists Board, as well as holding a current practising certificate.
- g) Performance reviews will be conducted on an annual basis with a six monthly "on track" review.

11. Serco Policies

- a) Serco's Policies & Procedures, including the Code of Conduct apply to employees covered by this Agreement, to the extent that they are not inconsistent with this Agreement.
- b) The Union has been provided with copies of the following policies as at the start of this Agreement:
 - Code of Conduct
 - Drug and Alcohol Policy
 - Injury Management SOP
 - Staff Reimbursement Process
 - Managing Leave and Absences SOP
- c) Such Policies & Procedures, may be amended by Serco from time to time, having provided reasonable opportunities for consultation with the Union.

12. Health and Safety

- a) General Health & Safety Obligations
 - All parties shall comply with their respective obligations under the Health and Safety at Work Act 2015.
 - Serco will take all practicable steps to provide employees with a safe working environment, including compliance with Part 3 of the Act regarding worker engagement, participation and representation.
 - Employees in turn will comply with Serco directions and instructions regarding health and safety and shall also take all reasonable steps to ensure that when at work employees do not undermine their own health and safety or that of any other person.
 - Employees shall ensure that they are familiar with the prevailing health and safety policies.
 - In particular, employees agree to wear protective clothing and safety equipment as supplied and directed by Serco.

b) Drugs, Alcohol and Medical Testing

- In recognition that the facilities are safety-critical workplaces, all illegal and non-prescribed drugs and alcohol are prohibited at all times from Serco premises.
- Employees are also not permitted to attend work or enter prison premises if under the influence of alcohol or drugs.
- Employees who are prescribed drugs by a medical practitioner must inform that person of the nature of their duties and ascertain any possible side effects of the medication that may impact health and safety or their performance in the workplace. Where the prescribed drugs have the potential to impair the employee's performance or impact their health and safety or that of other persons, the employee is required to advise Serco so an assessment can be made as to whether they are fit to continue working.
- Serco may require employees to undertake such medical tests regarding alcohol and drugs that it deems appropriate including random drug and alcohol testing for safety sensitive roles. Employees agree to submit to such random (where they are employed in a safety sensitive role), just cause and incident specific testing. The procedure for such testing will be accordance with the ASCF Drug and Alcohol policy.
- Refusal to submit to such testing may constitute valid grounds for termination of employment due to serious misconduct. Employees may also be dismissed by Serco for serious misconduct if found to be impaired by alcohol or drugs, or have tested positive for drugs or alcohol, whilst on duty or on prison premises.
- If an employee being tested declares they are taking a prescription medicine and the result is positive for one or more of the specific groups for which Serco tests, the employee will be sent home in line with the policy. If the laboratory's result is consistent with the medication and the dosage the employee has been prescribed, the employee will then be able to return to work, if Serco is satisfied that the employee is not impaired.

- c) Serco undertakes to work proactively with employees who are found to have a drug or alcohol problem, and are seeking support to overcome the problem. In such cases, disciplinary action will not be the first response. Where an employee has been unresponsive to an offer of help and is found to be unfit for duty then disciplinary action will be pursued at that point.

13. Ending Employment

- a) During an employee's probation period (first 3 months of employment), the notice period is 2 weeks, or payment of 2 weeks' pay in lieu of notice (based on the higher of average weekly earnings and ordinary weekly pay). After the probation period has ended, an employee's employment may be terminated either by the employee or Serco by giving one month's notice in writing, or by Serco paying one month's pay in lieu of notice (based on the higher of average weekly earnings and ordinary weekly pay).
- b) A fixed term employee's employment ends as specified in the employee's letter of engagement, unless terminated beforehand in accordance with the provisions of sub clauses 13(a) and (e) hereof.
- c) When either an employee or Serco has given notice of termination of an employee's employment, Serco may require an employee to:
- not perform any work for it;

- not attend Serco's places of business; or
 - perform only those duties which Serco specifies.
- d) Unless otherwise mutually agreed, the notice period may not be reduced by offsetting accrued annual holiday entitlements.
- e) Notwithstanding the above, Serco has the right to terminate any employee's employment without notice for serious misconduct or serious or persistent breach of the employee's terms or conditions of employment, and in such case the employee's salary and other entitlements will be paid up to the time of termination only.
- f) Suspension. In the event Serco has good cause to investigate any alleged misconduct or has health and safety concerns, it may, after consulting with the employee and considering the employee's views, suspend the employee whilst the investigation is carried out. Suspension will be on pay. However, where the employee refuses a lawful instruction to cooperate with any investigation or creates unreasonable delays or impedes such an investigation taking place, suspension may be unpaid. In applying the provision, Serco commits to act with reasonable cause in each case.
- g) Abandonment of Employment. In the event an employee has been absent from work for 3 consecutive working days without notifying Serco and Serco has made reasonable efforts to contact the employee, the employee's employment shall automatically terminate on the expiry of the third day without the need for notice of termination of employment. The automatic termination of employment may be voided where the employee can reasonably demonstrate that he/she was unable to contact Serco and where the overall circumstances of the abandonment of employment can be reasonably explained.
- h) Termination on Medical Grounds. In any circumstances where Serco reasonably believes it to be necessary, Serco may require an employee to be examined by a medical practitioner nominated by Serco, at Serco's expense and shall require a report from the medical practitioner in relation to the employee's capability for the proper performance of his/her duties. In assessing a timeframe for the employee's fitness for work, Serco shall take into account any report provided as a result of that examination, and any other medical report provided by the employee within a reasonable timeframe. Serco will manage any employee fitness for work situation in accordance with Serco's Injury Management SOP. If, in Serco's reasonable opinion after considering such reports, the employee is incapable of the proper performance of his/her duties by reason of illness or injury, Serco may terminate the employee's employment by giving one month's notice. Prior to making a decision to terminate Serco will offer the employee the opportunity to present their own medical evidence. Where the employee refuses to attend a medical examination, Serco will be entitled to proceed on the information available to it.
- i) Obligations on Termination. Upon the termination of the employee's employment for whatever reason, or at any other time if so requested by Serco, the employee shall immediately return to Serco all information, material or property (including but not limited to uniforms, identification card, protective equipment, computer disks, printouts, manuals, reports, letters, memos, plans, diagrams, security cards, keys, and laptop computers) either belonging to Serco or Serco's responsibility; and all copies of that material which are in the employee's possession or under the employee's control.

14. Redundancy

- a) The provisions of this clause apply to full time, part time and fixed term employees.
- b) Identification and notification of potential surplus staffing or restructure

- i. The parties recognise the serious consequences that the loss of permanent employment can have on individuals and their families and undertake to explore all possible alternatives, including redeployment and retraining, before a proposed surplus staffing or restructure is determined.
 - ii. Where Serco has reason to believe that the position filled by an employee or employees is deemed surplus to the needs of the Company, Serco will notify those affected by the potential surplus staffing situation, as well as the Union.
 - iii. Consultation would include as a minimum:
 - the reasons for the proposed disestablishment of positions;
 - measures to avoid or minimise the disestablishment of positions and terminations; and
 - measures to mitigate the adverse effects of any terminations on the employees concerned.
 - iv. To minimise the need for compulsory redundancies, Serco may first call for expressions of interest in voluntary severance from those employees deemed affected by the surplus staffing. Serco will endeavour to accommodate first preference on expressions of interest in voluntary severance however this may not be practical given Serco's requirements for retention of particular skills and experience. Serco reserves the right to decline any expression of interest for voluntary redundancy.
 - v. Serco will manage all potential surplus staffing or restructure situations in accordance with the Consultation and Management of Change provisions of this Agreement.
- c) A redundancy will not arise, and the employee shall not be entitled to any notice of redundancy or compensation for redundancy, when the employee is offered employment with the Company or with any Related Company of the Company, in a similar capacity, or in a capacity the employee is willing to accept, on terms and conditions of employment which are the same or generally no less favourable than the employee's existing terms and conditions of employment.
- d) Redundancy Payments:
- If a permanent employee's position is declared surplus, the employee shall be provided with four weeks' notice. Where four weeks' notice is not provided, four weeks' salary in lieu of notice will be paid.
 - Should the employee obtain alternative employment outside of Serco during the notice period, the employee may, with the consent of Serco, terminate his or her employment before the notice period has expired without forfeiting entitlement to redundancy compensation. The employee shall not be paid for the unworked period of notice.
 - Redundancy compensation shall be paid in accordance with the following formula: Four week's pay for the first complete year of service, plus two weeks' pay for each completed year of service thereafter to a maximum of sixteen weeks (pro rata for an incomplete year of service). One weeks' pay in this context shall be based on the greater of the employee's average weekly earnings for of the previous 12 months or the employee's ordinary salary at the time of termination.
- e) Time off for Interviews:
- Serco shall give an employee identified as being surplus a minimum of three days off work without loss of pay to attend interviews for alternative employment. Time off for

interviews shall be taken at such times by prior agreement between Serco and the employee. In addition, a certificate of service will be provided and counselling and/or career coaching will be made available.

15. Employment Protection Provisions

- a) In the event of a restructuring, as defined in section 69OI of the Employment Relations Act 2000, in which Serco enters into a contract or arrangement for the business (or part of it) to be undertaken by a new employer; or where the business (or part of it) is to be sold or transferred to a new employer, the following will apply:
- b) If an employee's role is directly affected, Serco will as soon as possible, taking into account the commercial and confidentiality requirements of the business, commence negotiations with the new employer about the likely impact of the restructure on the employee. The process Serco will follow will include:
 - Advising the new employer that Serco's objective will be to arrange for their continued employment by the new employer on the employee's existing terms and conditions of employment, or terms and conditions no less favourable.
 - Providing information about the employee to the new employer, subject to any statutory, commercial confidence, or privacy issues, including all details of the employee's terms and conditions of employment,
 - Providing the employee with relevant information about the new employer,
 - Advising the employee of intended timeframes for relevant meetings in the restructuring process,
 - Advising the employee about the agenda for those meetings, which will include discussion about whether the employee will be offered employment by the new employer, the basis of any such offer (including whether the employee will transfer to the new employer on the same terms and conditions of employment), the timetable for the transition, and the process for consultation with the employee.
 - Advising the employee who will attend those meetings.
 - Reporting to the employee on the outcomes of any such meetings to the extent they relate to the employee.
- c) The process to be followed at the time of the restructuring to determine the employee's entitlements will involve Serco discussing the employee's options with them, including what entitlements may be available to the employee if they do not transfer to the new employer, and any other proposals the employee may want to raise. In the absence of agreement:
 - If the employee is offered employment in a similar capacity, or in a capacity they are willing to accept, on terms and conditions of employment which are the same or generally no less favourable than the employee's existing terms and conditions, the employee will not be entitled to any notice (or payment in lieu) or any redundancy compensation, whether or not the employee accepts the offer.
 - If the new employer does not offer the employee employment, or the employee is offered and declines employment on terms and conditions which are generally less favourable than the employee's existing terms and conditions, then the employee will be given written notice of termination of employment in accordance with clause 14(c)(i) above and paid compensation in accordance with clause 14(c)(iii) above.

Position Classifications, Remuneration, Allowances and Related Matters

16. Position Classifications and Salary Rates

	1 May 2023	1 May 2024
Intern	\$62,418.10	\$64,914.82
Step 1	\$81,344.59	\$84,598.37
Step 2	\$84,598.38	\$87,982.32
Step 3	\$87,982.31	\$91,501.60
Step 4	\$91,941.52	\$95,619.18
Step 5	\$96,078.88	\$99,922.04
Step 6	\$100,402.43	\$104,418.53
Step 7	\$104,920.54	\$109,117.36
Step 8	\$109,641.97	\$114,027.65
Step 9	\$114,575.86	\$119,158.89
*Senior	\$119,731.77	\$124,521.04
*Senior +	\$125,119.70	\$130,124.49

*By appointment by Serco

- a) On commencement of employment as a Psychologist, the starting step for the position will be based on years' experience as a psychologist.
- b) Psychologists shall progress on each anniversary of their employment with Serco to the next step on the salary scale up to step 9, subject to the psychologist being assessed as meeting the relevant competency standards under Serco's competency assessment policy.
- c) Appointment to a Senior Psychologist role will be at the discretion of Serco.

17. Payment of Salaries

- a) Salaries (after tax and any authorised deductions) are paid fortnightly by direct deposit into an account nominated by an employee at a New Zealand bank or financial institution, provided the financial institution is capable of receiving electronic transfer of salary deposits.
- b) On termination of employment and in accordance with the Wages Protection Act, Serco may make reasonable deductions from an employee's pay (including holiday pay on termination of employment) for the value of any Serco property not returned, with due allowance for wear and tear, or any other debt including holiday pay paid in advance, that the employee owes to Serco. There will be prior consultation with the employee before any deduction is made.

18. Superannuation

- a) In addition to the minimum salaries prescribed in clause 16 hereof, Serco will make contributions to the employee's KiwiSaver Scheme in accordance with the provisions of the KiwiSaver Act 2006.

19. Allowances

- a) Higher Duties Allowance:
- Where an employee is required and appointed by the Company in writing to undertake a higher level of duty or responsibility for not less than one working week, the employee shall be entitled to receive an allowance of 5 per cent of their current salary or the minimum for the higher grade, whichever is the greater only for the period of higher duty in accordance with Serco policy.
- b) Retention Allowance:
- Where an employee achieves three years continuous service with Serco during the term of the agreement the employee will be entitled to a one-off payment of \$1,000 to be paid as a lump sum in the pay run immediately following the employee's anniversary date. Should the employee achieve five years continuous service with Serco during the term of the agreement the employee will be entitled to a further one-off payment of \$1,500 to be paid as a lump sum in the pay run immediately following the employee's anniversary date.

20. Reimbursement of Expenses

- a) Employees shall be entitled to be reimbursed by Serco for all expenses reasonably and properly incurred by the employee in the performance of their duties including travel and accommodation, as per Serco policy, provided the employee produces appropriate receipts to Serco when requesting reimbursement.
- b) Employees shall be entitled to an advance of expenses of up to 100% of those reasonably anticipated, notwithstanding that any overpayment must be returned to Serco as soon as possible following their return to the establishment. Serco reserves the right to recover any advance made but not required or supported by receipts from an employee's salary.
- c) When an employee is required by law to hold a licence (other than a New Zealand driver licence motor car classification) or certificate that is relevant to performance of the employee's duties, the examination cost and/or certificate will be refunded to the employee.

Hours of Work

21. Hours of work

- a) The ordinary working hours shall not exceed 40 in each week, nor 8 continuous hours in any one day (excluding meal periods), Monday to Friday, unless otherwise agreed. The hours or days of work of an employee may not be varied unless by mutual agreement between the employer and employee(s) directly affected, provided that such agreement may not be unreasonably withheld.
- A full-time employee is defined as working 40 hours per week.
 - A part time employee is defined as working less than 40 hours per week

- b) Rest and meal breaks will be provided in accordance with the Employment Relations Act. Employees working a duty period of 8 hours (including breaks) are entitled to two paid 10 minute rest breaks and one unpaid 30 minute meal break.

Leave

22. Annual holidays

- a) Employees are entitled to 4 weeks paid annual holidays for each completed 12 months of continuous employment.
- b) An employee shall be entitled to a total of 5 weeks paid annual leave for each succeeding year of complete service upon completion of 12 months of continuous services.
- c) Annual holidays are to be taken at dates agreed between an employee and Serco as soon as practicable after an employee's full entitlement to leave becomes due, but in any case, normally no later than 12 months after full entitlement becomes due. No more than 5 weeks of entitled annual holidays should be outstanding at any point in time, unless mutually agreed. Any entitled leave beyond five weeks of entitlement not taken by the employee, unless mutually agreed, will be assigned by Serco to be taken at the earliest opportunity.
- d) In circumstances where agreement as to the date(s) of taking leave cannot be reached, Serco must give a minimum of 14 days' notice of the intention for the employee to take annual holidays. Serco will endeavour to give employees notice of the requirement to take leave as far in advance as possible.
- e) Employees shall be allowed to take a minimum of two weeks consecutive leave in each 12 month period which will be booked no later than the 1 July in each year following 12 months continuous service unless otherwise agreed between an employee and Serco. Booked leave can only be changed by mutual agreement.

23. Public holidays

- a) Public holidays will be allowed in accordance with the Holidays Act 2003 and any amending or substituting Acts.
- b) The following days are deemed to be public holidays: Christmas Day, Boxing Day, New Year's Day, 2 January, Matariki, Anniversary Day, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, Sovereign's Birthday, Labour Day.
- c) The observance of the prescribed holidays shall be in accordance with the Holidays Act 2003. Where Waitangi Day, Anzac Day, Christmas Day, Boxing Day, New Year's Day and 2nd January fall on a Saturday or a Sunday, for employees for whom those days are not otherwise working days, the holiday may transfer to the following Monday or Tuesday in accordance with the Holidays Act 2003 and any amending or substituting legislation.
- d) Employees who are required to work on a public holiday shall be paid at their relevant daily pay (or average daily pay where it is not possible to determine the employee's relevant daily pay) for the hours actually worked, plus half that amount again (T1.5).
- e) Employees who are required to work on a public holiday are entitled to an alternative day to be taken on a day that is agreed between the employee and Serco, which would otherwise be a working day. The employee will give 14 days' notice of her/his intention to take the alternative day. The alternative day must be approved by the employee's manager.
- f) Where an employee becomes entitled to an alternative paid holiday and 12 months have passed since the employee's entitlement to the alternative holiday arose, pursuant to the Holidays Act 2003 the employee may request Serco to exchange the employee's entitlement to an alternative holiday for payment at the employee's relevant daily pay rate.

- g) Where a public holiday falls on a day on which the employee would otherwise have worked and that employee is granted or is required to take paid leave, then the employee will be paid at the relevant daily rate for the time that she / he would normally have worked on that day.
- h) Off duty day upon which the employee does not work:
1. Fulltime employees – For fulltime employees, where a public holiday falls on the employee’s rostered off duty day, the employee shall be granted an alternative holiday at a later date.
In the event of Waitangi Day, Anzac Day, Christmas Day, Boxing Day, New Year’s Day or 2 January falling on either a Saturday or Sunday and a full time employee is rostered off duty on both that day and the weekday to which the observance is transferred, the employee shall only receive one alternative holiday in respect of each public holiday.
 - (ii) Part-time employees –
Where a part-time employee’s days of work are fixed, the employee shall only be entitled to public holiday provisions if the day would otherwise be a working day for that employee.

Where a part-time employee’s days are not fixed, the employee shall be entitled to public holiday provisions if they worked on the day of the week that the public holiday falls more than 40 % of the time over the last three months. Payment will be the appropriate portion of the employee’s relevant daily pay (or average daily pay where it is not possible to determine the employee’s relevant daily pay).

24. Sick Leave

- a) The provisions of this clause apply to full time, fixed term and part time employees, but do not apply to casual employees. Casual employees will receive sick leave in accordance with the Holidays Act 2003 or any amending or substituting legislation.
- b) After six months of employment, employees are entitled to 10 days’ sick leave per year according to the employee’s ordinary hours of work, and will not be cashed up or paid out on termination of employment.
- c) An employee may carry over, to any subsequent 12 months period of employment, any sick leave that has not been taken by the end of the period to which the leave relates. It is acknowledged that there is no limit on the amount of unused sick leave that can be accumulated by employees in relation to this Agreement.
- d) An employee may take paid sick leave if:
 - the employee is sick or injured; or
 - the employee’s partner is sick or injured; or
 - a person who depends on the employee for care is sick or injured.
- e) Extended (discretionary) paid sick leave. In addition to the paid sick leave entitlements set out above, Serco will, at its discretion, where the employee has exhausted his/her accrued sick leave entitlement, (that shall be not unreasonably withheld), extend paid sick leave:
 - for an employee who is suffering from a serious illness that requires hospitalisation and/or subsequent significant time off work for recuperation/rehabilitation at home upon submitting the required medical evidence

- Where the employee has provided and/or has authorised Serco to obtain written opinion from a registered general medical practitioner and/or a registered specialist medical consultant as to the nature and extent of the illness or injury suffered by the employee and the prognosis/estimated time for the employee to return to work;
 - as a general guide, extended sick leave would not exceed a period of up to 20 days.
- f) Nothing in this clause relating to extended sick leave shall limit Serco’s right to terminate employment provided for in clause 13 of this Agreement.
- g) Employee must give notice as soon as practicable and within 3 hours of the commencement of such absence, the employee shall inform Serco of his or her inability to attend for duty. Employees must follow Serco’s Managing Leave and Absences SOP.
- h) If it is not practicable for the employee to give prior notice of absence, the employee must notify Serco by telephone at the first opportunity.
- i) To support a claim for sick leave, Serco is entitled to require the employee to provide a medical certificate in respect of three or more consecutive calendar days of absence claimed to be due to illness or injury, whether or not the days would otherwise be working days for the employee. Where the employee is drawing on accumulated sick leave or has no sick leave entitlement, Serco is entitled to require the employee to produce a medical certificate for any absence. The requirement for a medical certificate shall be made known to the employee. Where there is a requirement for proof of sickness or injury within three calendar days, excluding the circumstances provided for above, Serco shall meet the reasonable costs in obtaining the proof.
- j) Payment for sick leave will be equivalent to the employee’s relevant daily pay (or average daily pay where it is not possible to determine the employee’s relevant daily pay) for each day of sick leave taken by the employee that would otherwise be a working day for that employee.
- k) Annual Leave in lieu of sick leave. An employee who is absent due to sick leave as defined in 23(d) and who has exhausted his/her paid sick leave, may request, with the Director’s written approval, his/her annual leave entitlement so long as there are exceptional circumstances.

25. Bereavement Leave

- a) After two months’ current continuous service employees are entitled to 3 days’ bereavement leave upon the death of the employee’s spouse or partner, parent, child, brother, sister, grandparent, grandchild, or the parent of the employee’s spouse or partner.
- b) After two months’ current continuous service, employees are entitled to 3 days’ bereavement leave in the following circumstances:
- a. the employee has a miscarriage or stillbirth;
 - b. another person has a miscarriage or stillbirth and the employee:
 - c. is the person’s partner;
 - d. is the person’s former partner and would have been a biological parent of a child born as a result of the pregnancy;
 - e. had agreed to be the primary carer of a child born as a result of the pregnancy (e.g. through a formal adoption or a whangai arrangement);

- f. is the partner of a person who had agreed to be the primary carer of a child born as a result of the pregnancy.
- c) After two months' current continuous service employees are entitled to 1 day's bereavement upon the death of any other person, if Serco accepts that the employee has suffered bereavement. Factors Serco will consider in these circumstances include:
 - the closeness of the association between the employee and the deceased;
 - whether the employee has had to take significant responsibility for all or any of the arrangements for the ceremony relating to the death;
 - any cultural responsibility of the employee relating to the death.
- d) Additional unpaid bereavement / compassionate leave may be taken at the discretion of Serco.
- e) Payment for bereavement leave will be equivalent to the employee's relevant daily pay (or average daily pay where it is not possible to determine the employee's relevant daily pay) for each day of the bereavement leave taken by the employee that would otherwise be a working day for that employee.
- f) Upon request the employee may be asked to provide information in support of their claim to bereavement leave such as a copy of a death notice.
- g) Serco will consider any special and/or cultural circumstances with regard to granting bereavement leave or Tangihanga Leave.

26. Parental Leave

- a) Parental leave shall be granted and taken in accordance with the Parental Leave and Employment Protection Act 1987 and its subsequent amendments and relevant policies

27. Family Violence Provisions

- a) Employees who are affected by family violence may request flexible working arrangements for up to 2 months in accordance with the Employment Relations Act 2000; and such employees are entitled to up to 10 days' family violence leave per year as provided in the Holidays Act 2003. Employees may be required to provide reasonable evidence to support such entitlements.

Consultation and Management of Change

28. Management of Change

- a) Consultation between Serco, its employees and the Union is in compliance with the requirements of good faith on substantive matters of mutual concern and interest. Effective communication between the parties will allow for:

- Improved decision making
 - Greater cooperation between the Company and employees
 - A more harmonious, effective, efficient, safe and productive workplace.
- b) Serco recognises the role of the employees' delegate and the Union in assisting in the good faith management of change.
- c) Prior to the commencement of any proposed change to staffing, structure or work practices, Serco will identify and give reasonable notice to employees who may be affected and to the Union to allow them to participate in the consultative process so as to allow substantive input. This shall not limit Serco's ability to explore and build business cases for potential change.
- d) Serco agrees to give the Union reasonable time to meet and consult with their members, as determined by the Prison Director.
- e) Where changes are deemed commercially sensitive to Serco, the Union and the employees involved in the management of such change shall meet with Serco and endeavour to reach agreement on any necessary and appropriate confidentiality in relation to this.

29. 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 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.
- c) If changes are proposed, the changes must not be made until after the necessary consultation has taken place. 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 but that shall not limit the Serco's management prerogative to decide upon and introduce change.
- e) The consultation process will give employees affected, or likely to be affected, by any significant change to staffing, structures or work practice, and the relevant Union, the opportunity to put forward their views on any proposals or options developed for change prior to any final decision being made.
- f) The process will generally include, but not necessarily be confined to the following:

- Management will meet with employees likely to be affected and the Union to outline any initial business case for change (including all relevant information), looking at the current situation and the future, given the factors that could give rise for the change.
- Management will develop a plan or proposal with options that include possible implications in relation to proposed staffing changes.
- The plan or proposal will be circulated to employees likely to be affected and the Union, with a request for submissions within a reasonable and specified timeframe. Reasonable paid time for meetings of Union members will be granted to allow the Union the ability to properly consult with their members, as determined by the Prison Director.
- Alternative proposals or options should demonstrate that the objectives could be met. Management will meet with Employees and the Union for clarification of issues arising from the plan or proposal.
- Once submissions have been considered, management will make the final decision, and work with the Union to finalise the implementation plan.

30. Resolution of Employment Relations Problems

- a) Definitions, an “employment relationship problem” includes:
- A personal grievance;
 - A dispute;
 - Any other problem relating to or arising out of the employment relationship
 - But does not include any problem with negotiating new terms and conditions of employment.
- b) A “personal grievance” means a claim that an employee has:
- Been unjustifiably dismissed; or
 - Had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by Serco; or
 - Been discriminated against in his/her employment; or
 - Been sexually harassed in his/her employment; or
 - Been treated adversely in the employee’s employment on the ground that the employee is, or is suspected or assumed or believed to be, a person affected by family violence; or
 - Been racially harassed in his/her employment; or
 - Been subjected to duress in relation to Union membership, or
 - Been disadvantaged by Serco failing to comply with a requirement of Part 6A of the Employment Relations Act 2000
- c) A “dispute” is a disagreement over the operation, interpretation or application of an employment agreement.
- d) Time Limit on Raising Personal Grievance
- An employee who believes he/she has a personal grievance must raise the grievance with Serco within 90 days of the grievance arising (or of the employee becoming aware that he/she has a grievance).
- e) Raising Employment Relationship Problems

- An employment relationship problem should be raised and discussed with the employee's manager as soon as possible.
 - The employee is entitled to seek advice and assistance from a Union representative in raising and discussing the problem.
 - The employee, Serco and the relevant Union will try in good faith to resolve the problem without the need for further intervention.
- f) Mediation
- If the problem is not resolved by discussion, any party may (without undue delay) seek the assistance of the mediation services provided by the Ministry of Business Innovation and Employment or if both parties agree, an external, independent mediator.
 - All parties must co-operate in good faith with the mediator in a further effort to resolve the problem.
 - Mediation is confidential and, if it does not resolve the problem, is without prejudice to the parties' positions.
 - Any settlement of the problem signed by the mediator will be final and binding.
- g) Employment Relations Authority
- If the problem is not resolved by mediation, it may be referred to the Employment Relations Authority for investigation and determination.

Employee Relations

31. Union Access

- a) Any official of the Union shall be entitled to access the workplace in accordance with the provisions of the Employment Relations Act 2000 or any amending or substituting legislation.

32. Union Delegate/Workplace Representative

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

- e) The amount of paid time off and facilities provided shall be sufficient to enable delegates and conveners of delegates (where these positions exist) to give adequate consideration to the issues in the workplace.
- f) Where recognized workplace activities are required outside working hours, delegates shall be paid at ordinary rates or granted time in lieu on a time for time basis.

33. Employment Relations Education Leave

- a) Elected workplace representatives are entitled to Employment Relations Education Leave in accordance with the provisions of Section 79 of the Employment Relations Act 2000.

34. Union Meetings

- a) Serco will allow all Union members covered by this Agreement four paid hours a year to attend Union meetings (each of a maximum of two hours' duration) in each year as per Section 26 of the Employment Relations Act 2000, provided that:
 - 14 days' notice of the date and time of any proposed stop work meeting is given to Serco, unless the parties mutually agree to a shorter notice period;
 - Sufficient employees shall remain on duty to ensure that a limited regime is maintained during the time of the meeting, in order to maintain the safety and security of the prison;
 - Work will resume as soon as practicable after the meeting;
 - The Union will supply Serco with a list of members who attended and will advise Serco of the time the meeting finished.
 - Employees shall be paid ordinary pay to the extent that the employee would otherwise be working for Serco during the meeting.

35. Deduction of Union Fees

- a) Serco will, upon written request from the employee, deduct from the employee's remuneration, fees for the relevant Union. Such fees will be remitted within the fortnightly payroll cycle to the relevant Union.

Professional Development

36. Professional Development

- a) Professional development is considered an essential requirement for psychologists to maintain currency. Participation in an annually agreed professional development plan (annual performance review) is mutually beneficial and may be initiated by either the employee or their line manager. The plan should:
 - Link to the employee's current position; and/or
 - Align with the employee's goals, including:
 - Consideration of leadership and career development.

- b) Consideration of:
- Service evaluation.
 - Developing policies
 - Participation in regional/national groups
 - Supervision
 - Consultation
 - Service training and development
- c) The process should present an opportunity for the employee and their manager to discuss longer term career opportunities together with consideration of the full range of the employee's skills and capabilities and those areas outside the employee's current role that the employee could make a significant contribution to, if appropriate opportunities become available.
- d) Assist the employee to meet the regulatory requirements to maintain professional competence.
- e) The organisation's training and professional development processes shall:
- Be clear to employees; and
 - Provide information and advice to employees regarding sources of and access to professional development fund/entitlements; and
 - Require that the employee's professional development plan and activities are recorded; and
 - Require that the employee will share the knowledge and expertise gained from professional development as appropriate.

37. Annual Practising Fees

Serco will pay the employee for the cost of obtaining the Annual Practising Certificate issued by the New Zealand Psychologists Board, upon presentation of receipts.

38. Professional Supervision

Serco, in consultation with the Assistant Director Rehabilitation and Reintegration or the Manager: Psychological Services and Interventions will ensure appropriate supervision is provided in relation to the psychologist's level of clinical specialisation and experience, developing specialist skills, dual relationships and supervisory needs, as it relates to role, they are employed in and the tasks they are expected to perform.

The need for external supervision will be discussed with the decision-making parties mentioned above, for further consideration.

Supervision relationships shall be subject to yearly reviews, and a psychologist has the right to seek a review of their supervision arrangements if not satisfied with them.

39. Indemnity

Employees are expected to perform to high professional standards.

Serco will indemnify employees against all civil claims brought against them by third parties in respect of actions arising out of the performance of their duties, including where they have made an honest mistake or have been negligent. This indemnity includes the costs of defending the claims. However, employees will not be indemnified in the case of wilful neglect, default or misconduct, or recklessness; or in the case of any dishonest, fraudulent, criminal or malicious act or omission on their part. In such cases employees will not be reimbursed for any fines, penalties or costs arising from a successful prosecution against them.

The indemnity in no way affects the right of Serco to take disciplinary action against employees.

What “else” does APEX do?

- We negotiate Psychologists’ **collective agreements** for members in both the **public and private sectors**. And of course, we enforce those agreements ensuring our members do get their rightful entitlements.
- We give members **employment advice** generally. This includes around your employment rights under legislation and at common law as well as your collective agreements, pay and in relation to any disputes that could arise.
- We provide advice, support and action with respect to **health and safety**. This includes psychological risks (e.g. bullying), physiological risks (e.g. fatigue) and physical risks (e.g. temperature in workplaces. hazardous substances, lifting etc)
- We support over **300 delegates** in workplaces around NZ, providing them with training and access to professional advice whenever they need it. Our delegates are immediately available to you in the workplace and are a critical link between members and the professional advocates and staff employed by APEX.
- We produce **Journals and newsletters** to keep you up to date with what is happening within your world, the wider Allied Scientific and Technical Health Practitioners space and whole of health and industrial environments.
- APEX **monitors legislation and other policy drivers** to ensure you know what might be happening that could affect you, and to ensure you have the opportunity to have a say, if you wish.
- We provide a public face to the **media** not just in relation to industrial matters but also health policy, health and safety issues and so that we can promote the invaluable work you perform.
- We provide access to **indemnity insurance**.
- We maintain the provision of **Facebook and Website** facilities to keep us all in touch and provide ready access to information and resources.

And much more. For further information check out our website

www.apex.org.nz or [join us on Facebook](#).



APEX
ALLIED SCIENTIFIC AND TECHNICAL

ALLIED SCIENTIFIC AND TECHNICAL

PO BOX 11369
ELLERSLIE
AUCKLAND 1542

Phone: (09) 526 0280
Email: psychologist@apex.org.nz
Facebook: [facebook.com/APEXUNION](https://www.facebook.com/APEXUNION)
Website: www.apex.org.nz