



**N Z CLEANERS AND CLEANING  
CONTRACTORS MULTI-EMPLOYER  
COLLECTIVE EMPLOYMENT  
AGREEMENT**

**1 April 2022 – 31 March 2023**

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<u>Clause Number</u>	<u>Title</u>
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4.	New Employers
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**Deleted:** Supervisors Working Party

**Deleted:** Term of Agreement

**Deleted:** 30. Signatures

ANNEX A Handling of Swimming Pool Chemicals  
 FIRST SCHEDULE Employer Parties

**1. PARTIES**

1.1 The parties to this Collective Agreement are:

E tū INCORPORATED (hereinafter referred to as the “Union).

Employer parties as detailed in the First Schedule to this Collective Agreement.

Note: The plural “employers” refers to each individual employer and does not mean that one employer has any liability or obligation for another employer who is party to this Agreement.

**2 COVERAGE**

2.1 This Collective Agreement shall apply to employees (including school caretakers) engaged under a contract that is to clean and secure the interior and exterior of buildings and the associated surrounding grounds, including food halls.

This Agreement shall not include:

2.1.1 Administrative/clerical positions

2.1.2 Management or senior supervisory positions paid \$25.00 per hour or more with effect from ~~the commencement of the first pay period after 14 October 2022.~~

2.1.3 Grounds maintenance

2.1.4 The health and aged care sectors

2.1.5 Any other work covered by another E tū Collective Agreement.

2.2 In emergency situations, minor maintenance may be undertaken to achieve the objective of subclause 2.1 of this clause but not normal work required to be undertaken by a registered or qualified tradesperson.

**3. UNDERTAKING OF THE PARTIES**

3.1 With the exception of those exemptions specified in subclause 2.1 of this Agreement, the parties to this Agreement agree that this Agreement supersedes all existing agreements of employment and/or agreements and/or understandings made prior to entering into this Agreement, providing that nothing in this Agreement shall operate so as to reduce the base rate or any monetary allowance of any person covered by this Agreement. Nothing in this clause will be interpreted to negate the rights of workers under Part 6A of the Employment Relations Act.

3.2 The employer shall not automatically pass the provisions of this Collective Agreement on to non-union employees, other than for new employees, for the first 30 days of their employment.

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### **3.3 New Employees**

The employer must inform the employee

- i. That the Collective Agreement exists and covers work to be done by the employee; and
- ii. That the employee may join the Union that is a party to the Collective Agreement; and
- iii. About how to contact the Union; and
- iv. That, if the employee joins the Union, the employee will be bound by the Collective Agreement; and
- v. Give the employee a copy of the Collective Agreement; and
- vi. If the employee agrees, the employer will inform the Union as soon as practicable that the employee has entered into an individual employment agreement with the employer.
- vii. The local delegate shall introduce themselves to new employees within the first 30 days of employment, and shall be given adequate time to do so, insofar as it is reasonably practicable to do so.'

3.4 The employer will provide new employees with information packs provided by E tū within the first 10 days of employment.

## **4. NEW EMPLOYERS**

4.1 The parties to this Collective Agreement agree that any Commercial Cleaning Contractor who is not a party to this Agreement shall, upon written notification to the employer and union parties to this Agreement, become a party to this Agreement and be bound by its terms and conditions on and from the date of such written notification and this Agreement shall be deemed to be amended to include such Contractor as an employer party to this Agreement with effect from the date of notification.

## **5. VARIATIONS**

5.1 The terms of this Agreement may be varied. Any variation must be recorded in writing and signed by the parties affected by the variation. The union variation process includes the requirement for a 50% plus 1 majority vote in favour of the proposed variation. A variation may not be used to reduce the minimum ordinary rate as defined in the Wages Clause of this Agreement.

## **6. DEFINITIONS**

6.1 A fulltime worker is an employee who is regularly employed for at least 40 hours a week at ordinary time rate.

6.2 A part-time worker is an employee who is regularly employed for less than 40 hours a week at ordinary time rate.

6.3 A casual worker is an employee employed on an as and when required basis to meet operational needs.

**6.4** School Cleaner - A worker employed to service a school cleaning contract funded by the School Board of Trustees (set up under the Education Act 1989) and/or funded by the Ministry of Education.

**6.5** School Caretaker - A School Caretaker (and/or Custodian) is a worker who is substantially employed to have the responsibility for the safety and good order of the grounds and buildings and to lock and unlock doors; attending to fires, heating plant and swimming pools, and to do minor maintenance but not work required to be undertaken by a registered or qualified tradesperson.

Caretakers in primary schools shall be responsible for the care of the grounds (substantially shall mean more than 50%).

## **7. HOURS OF WORK**

**7.1** Unless otherwise agreed between the worker and the employer, the ordinary time weekly hours of work shall not exceed 40 hours to be worked on no more than five days of the week. The weekly holiday should be granted, where applicable, on consecutive days unless otherwise agreed between the worker and the employer.

**7.2** The daily ordinary time hours to be regularly worked shall be as agreed upon between the worker and the employer, provided that unless otherwise agreed to in writing between the worker and the employer, no more than 10 ordinary time hours shall be worked on any one day or period of work.

**7.3** Unless otherwise agreed to between the worker and the employer, each worker shall be entitled to an unpaid meal break after working at least 4 consecutive hours.

**7.4** Where a worker continues to work beyond 5 consecutive hours without a meal break of at least 30 minutes, all ordinary time worked after the fifth consecutive hour shall be paid for, unless otherwise agreed to between the worker and the employer, at quarter rate extra until a meal break has been taken or the worker ceases ordinary time work for that day.

**7.5** Workers shall be entitled to a paid rest period of 10 minutes in each period of between 2 and 4 hours worked.

**7.6** When a permanent worker is employed the number of agreed hours shall be recorded in writing as the workers contracted hours of work as per section 67C of the Employment Relations Act 2000. The agreed hours will form part of the workers employment agreement and be updated/amended when permanent changes to contracted hours occur by agreement with the individual worker.

**8. WAGES AND ALLOWANCES**

**8.1.1** The parties agree that this Agreement provides minimum rates for wages and allowances and that wages and allowances more favourable to individual employees than provided herein shall not be inconsistent with the provisions of this Collective Employment Agreement.

**8.1.2 Commercial (i.e non-school) Cleaners and Supervisors**

8.1.2(a) Commercial (i.e. non-school) Cleaners and Supervisors

8.1.2 (a) With effect from the commencement of the first pay period after 14 October 2022, all commercial cleaners and supervisors shall receive an increase of 30 cents an hour less any increase received in the six months preceding the effective date other than any increase arising from the minimum wage order of 1 April 2022.

An employee shall not be entitled to the additional 30 cents/hr until they have completed 6 months continuous service. For cleaners, the application of the 30 cent increase shall be to a rate that shall not exceed \$23.65/hr.

Thereafter the minimum hourly rate for commercial cleaners and supervisors shall be \$21.50 an hour.

NB: the effective date of the wage increase referred to above is based on the proviso that ratification advice is received before 1 October 2022. Should ratification advice be received on or after that date, the effective date of the wage increase shall be the first pay period after a further 14 days from the date such advice is received.

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**8.1.3 Contracted School Cleaners and Caretakers**

8.1.3(a) With effect from the commencement of the first pay period after 14 October 2022, all school cleaners and school caretakers shall receive an increase of 30 cents an hour, less any increase received in the six months preceding the effective date, other than any increase arising from the minimum wage order of 1 April 2022.

An employee shall not be entitled to the additional 30 cents/hr until they have completed 6 months continuous service. Thereafter the minimum hourly rate for school cleaners shall be \$21.50 an hour. The application of this 30 cent increase shall be to a rate that shall not exceed \$23.65/hr.

From the effective date, the minimum rate for the school caretaker shall be the school cleaners minimum hourly rate at the effective date plus \$1.05/hr.

8.1.3 (b) Where the school agrees to and sufficiently fund an increase to the commercial contract price for the express purpose of enabling an increase to the employee's hourly rate, this amount will be passed on to the employee.

NB: the effective date of the wage increase referred to above is based on the proviso that ratification advice is received before 1 October 2022. Should ratification advice be received on or after that date, the effective date of the wage increase shall be the first pay period after a further 14 days from the date such advice is received.

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**8.1.4** During the term of this Agreement an employee's wage will be set (if a new employee) or varied (for an existing employee) for work performed on a relevant site when an employer's customer agrees to and sufficiently funds an increase to the commercial contract price for the express purpose of enabling an increase to that employee's hourly earnings (or specific allowances) while employed at that site. This will cease in the event that the employee transfers from that site or the client withdraws the funds and the employee's rate shall revert to that rate which previously applied.

**8.2** Workers who obtain ITO qualifications allowance to Stage 1 or Stage 2 shall cease to receive service payments.

**8.3** For the purposes of this clause, continuity of service shall not be deemed to be broken where availability of work with the same employer is seasonal or interrupted only by regular breaks such as school holidays.

**8.4** Industry Training Organisation (ITO) qualification payment.

ITO qualification Stage 1 (achieve pass in over 50% of credits)	15 cents per hour
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Note: The Stage 1 allowance is grandparented to employees in receipt of this allowance as at 15 March 2017.

NZ Certificate in Cleaning Level 2	30 cents per hour
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Stage 1 and 2 shall not be cumulative. The above ITO allowance shall not be included in the ordinary wage for the calculation of overtime or any other penalties.

The parties record their commitment to the promotion of the ITO. To this end a reasonable effort will be made to encourage all employees (except casual employees) of the employer parties to this Agreement to acquire ITO qualifications during the currency of this Agreement. For the purposes of this clause, a casual employee means an employee employed on an as and when required basis to meet operational needs, being:

- To relieve full-time or part-time employees during absences on leave and training;
- To temporarily supplement full-time or part-time employees during peak periods of demand;
- During emergencies

**8.5** Workers required to work 6.1 metres from the ground or floor or from 6.1 metres above a veranda shall be paid an allowance of \$2.00 per day or portion of a day.

**8.6** Subject to subclause 8.8 of this clause, a worker who is required to clean with a high pressure steam device operating at 80 p.s.i. or above, shall be paid an allowance of \$4.00 per day while so employed.

**8.7** Subject to subclause 8.8 of this clause, a worker who is required to clean with a high pressure water device operating at 800 p.s.i. or above, shall be paid an allowance of \$4.00 per day while so employed.

**8.8** When a worker is employed on the same day operating both a high pressure steam device and a high pressure water device as provided for in subclauses 8.6 and 8.7 of this clause, then only one allowance of \$4.00 per day shall be payable.

**8.9** A worker placed in charge of other workers shall be paid an in-charge allowance as follows:

in charge of 3-9 workers	-	35 cents per hour
in charge of 10-19 workers	-	56 cents per hour
in charge of over 19 workers	-	80 cents per hour

The above rates are not cumulative.

**8.10** Boiler Allowance  
Caretakers required to operate coal-fired or oil-fired boilers shall, while so employed, be paid an allowance at the appropriate rate specified below, during the period of the year when boilers are in use.

**Boiler Allowance** \$3.15 per day or part thereof.

**8.11** Swimming Pool Allowance

**8.11.1** Caretakers required to undertake the operation, chlorination and maintenance of filtered or draw and fill school swimming pools for the purposes of providing and maintaining an adequate standard of hygiene, during periods when the pool is open for official school use shall be paid an allowance at the appropriate rate specified below for each day they undertake these duties during the period of the year when the school is open.

**8.11.2** Only caretakers who are solely responsible for the complete operation and maintenance of school swimming pools, as detailed in subclause 8.11.1 above qualify for the additional payments specified below.

**8.11.3** Provided however, that the additional payment, in addition to wages for such time worked, will be incurred by the employer in any circumstances where the employer authorises the opening of the pool for public use during weekends, school vacations, or other periods when the school is not officially open and where the caretaker has agreed to undertake these additional duties. All payments due will be in accordance with the provisions of this Agreement.



**Swimming Pool Allowance:** \$4.50 per day

**NOTE:** Annex A sets out the procedures to be followed in handling swimming pool chemicals.

## **9. OVERTIME**

- 9.1** All time worked in excess of the daily/weekly ordinary time hours of work provided for in clause 7 of this agreement shall be regarded as overtime and paid for at ordinary time rate and one quarter provided that in any event hours less than 40 per week shall not be regarded as overtime.

## **10. HOLIDAYS**

- 10.1** Workers are entitled to the following Holidays in accordance with the Holidays Act 2003 where such days are required to be observed on a day that would otherwise be a working day and such holiday shall be paid at the employee's relevant daily rate of pay.

New Year's Day  
2 January  
Waitangi Day  
Good Friday  
Easter Monday  
ANZAC Day  
Anniversary Day  
Birthday of the reigning Sovereign  
Labour Day  
Christmas Day  
Boxing Day  
Matariki

Rosters shall be advised a minimum of two weeks in advance of any public holiday.

- 10.2** Where a worker is required to work on a day required to be observed as a Statutory Holiday as provided for in this clause such worker shall be paid at their relevant hourly rate of pay, plus half that amount again for each hour actually worked and the employee shall be entitled to an alternative holiday which shall be paid for at the employee's relevant daily rate of pay.
- 10.3** Where a day in lieu of 2nd January or Anniversary Day is to be observed, the worker shall be advised of the change not less than 14 days before the statutory observance of such day.
- 10.4** Where the employer fails to give the 14 days' notice required in subclause 10.1 above then the worker shall be entitled to be paid at double the relevant hourly rate of pay for all hours worked on the Statutory Holiday in place of the

relevant daily plus half that amount again provided for in subclause 10.2 of this clause and shall still be entitled to a paid day in lieu.

- 10.5** Workers employed as school cleaners or caretakers shall be entitled to an additional paid holiday on Easter Tuesday, which shall be paid for at the employee's ordinary time rate of pay.

## **11. GENERAL CONDITIONS**

- 11.1** No female worker shall be required to undertake work in a men's toilet while it is in use.
- 11.2** Workers required to do unusually dirty work in out-of-the-ordinary circumstances shall be provided with overalls and gloves and masks where any of these are considered necessary and appropriate for the work to be undertaken. (See Clause 23.4)
- 11.3** Where a worker is requested to use his/her own car and such worker is willing subject to it being confirmed in writing, the worker will be paid ~~83~~ cents per kilometre and shall be responsible for arranging the appropriate insurance: Provided that, where the use of such car on the employer's business necessitates altering the nature of the insurance on the car, the employer shall refund to the worker any extra premium which is attributable to the car being used on the employer's business.
- 11.4** Where a worker is required to wear a special uniform including tie or uniform coat, it shall be supplied or paid by the employer. The clothing shall be of sufficient quantity and fit for purpose for the role.
- 11.5** A worker who is called back to work, after having completed work for the day and left the place of employment, shall be paid a minimum of two hours pay at ordinary time rate. Where more than one call back commences within the minimum two hours, all such call backs shall be treated as one call back for the purposes of this subclause.
- 11.6** The employer shall supply gumboots if workers are required to wear them in the course of their employment, and raincoats shall be made available where required. Where gumboots are issued to a worker the employer shall ensure that they are in a clean and hygienic condition.
- 11.7** Except where a uniform or other suitable clothing is supplied by the employer, workers shall be paid, after the first week of employment, a clothing and footwear allowance of 10 cents per hour. This allowance shall not form part of the hourly rate for the purpose of calculating time-related payments. For the purpose of this clause uniforms shall include popovers.
- 11.8** The employer shall have the right to deduct from the wages and any other money due to the worker at the date of termination of employment the reasonable cost, after allowing for fair wear and tear, of any articles of clothing supplied by the employer and not returned by the worker.

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**11.9** Where practicable, tea, coffee, sugar and milk shall be supplied at all meal intervals and rest periods.

**11.10** Workers who are instructed to use their own bicycles in the course of their employment shall be paid an allowance of \$2.60 per week.

**11.11 Broken Shift Allowance:**

**11.11.1** Except as provided for in paragraph 11.11.2 of this subclause, where the ordinary time worked by any worker is broken by more than two consecutive hours (including one meal break for the day where applicable) and the minimum period of employment in any one of the broken periods worked is less than 2 hours, the worker shall be paid an allowance of \$4.00 for that day.

**11.11.2** Where a worker requests and is given additional hours of work on any working day, contiguous with or separate from his/her original hours of work, the provisions of paragraph 11.11.1 of this subclause shall not apply nor shall overtime rate of pay apply in respect of such additional hours worked.

**11.12 Meal allowance:** Any worker required to complete more than 10 hours work on any day shall be paid a meal allowance of \$10.00 for that day except where there is agreement under clause 7 of this Agreement to work more than a 10-hour day at ordinary time rate of pay in which case the higher daily number of hours shall apply before meal allowance is payable under this subclause.

**11.13 Promotion of Full-Time Employment:** The parties accept that full-time employment promotes mutual commitment to the employment relationship and is therefore a desirable outcome for employers and employees. The employer will give careful consideration to the creation of full time positions where opportunity presents and may establish such positions where practical and appropriate.

**11.14** Where practicable, the Employer will facilitate employees' access to a notice board, a secure area to store individual belongings and a private space to change into a company uniform and spend their breaks.

**11.15** Training: Where a worker is required by the employer to attend training, such time shall be paid, unless otherwise agreed.

**11.16 Flu Vaccinations -** The employer shall pay for the employee's flu vaccination on a yearly basis.

**12. IMPLEMENTS AND MATERIALS**

**12.1** The employer shall provide all implements and materials, including mops and wringer buckets where necessary, for the purpose of carrying out the work covered by this Agreement.

- 12.2** Where practicable, hot water shall be supplied at all times when scrubbing is to be done.

### **13. PAYMENT OF WAGES**

- 13.1** Wages shall be paid regularly (e.g. weekly/fortnightly) and paid by direct credit to a single bank account in the name of the employee within four days of completion of the pay period and no later than Thursday in the pay week.
- 13.2** No deductions unauthorised by the worker shall be made from wages except for time lost through the worker's sickness (other than for paid sick leave entitlement) or any default or unauthorised absence from work, or in terms of subclause 11.9 of this agreement.
- 13.3** Notwithstanding any provisions contained in this Agreement, the employer may pay the amount of wages due to any worker to the nearest dollar above the precise calculation:

Provided that the difference between the precise calculation and the nearest dollar payment above that calculation is carried forward as a deduction into the following pay calculation. Workers shall be supplied in writing with details of the manner in which their wages have been calculated.

- 13.4** In the event that an overpayment is made to an employee, the employer will notify the details of the overpayment to the employee as soon as it becomes known and the overpayment may, after full consultation, be reversed or recovered from future payments. Subject to the provisions of the Wages Protection Act. This clause shall not be used to unreasonably disadvantage an employee.
- 13.5** In the event that an employer accepts an employee has been underpaid, the employer shall endeavour to correct an underpayment within 72 hours of establishing that an underpayment has occurred. The employer shall use its best endeavours to resolve underpayments as a matter of priority.

### **14. ANNUAL HOLIDAYS**

#### **14.1**

- 14.1** Except as provided for in subclause 14.5 of this clause, annual holidays shall be allowed in accordance with the Holidays Act 2003 and paid at a rate that is based on the greater of the employee's ordinary weekly pay as at the beginning of the annual holiday; or the employee's average weekly earnings for the 12 months immediately before the end of the last pay period before the annual holiday.

**14.2** If an employee takes an annual holiday in advance, this shall be paid at a rate that is based on the greater of the employee's ordinary weekly pay as at the beginning of the annual holiday; or the employee's average weekly earnings for the 12 months immediately before the end of the last pay period before the annual holiday if the employee has worked for the employer for not less than 12 months; or the period of employment before the end of the last pay period before the annual holiday if the employee has worked for the employer for less than 12 months.'

**14.3** Where the employment of any worker is terminated at the end of a period of employment which is less than one year, the employer shall forthwith pay to the worker, in addition to all other amounts due, an amount equal to 8 percent of gross taxable earnings for that period of employment or otherwise in accordance with the Holidays Act 2003; or 10 percent in the event that the employee has an entitlement to five weeks' annual holidays.

**14.4** Where it is customary for any employer to allow holidays to workers or to any class of workers during a period in each year when work premises are closed or the work of these workers is for any reason discontinued, and at the date of the commencement of any such period any such worker has not become entitled to an annual holiday then the worker shall not become entitled to any wages for three weeks following that date, but the employer shall before that date pay to the workers, in addition to all other amounts due, an amount equal to 8 percent of gross taxable earnings for the period of employment up to that date, and the next year of employment shall be deemed to commence on that date:

Provided that where the close-down is for two weeks an employee entitled under the percentage payments to this equivalent or more than two week's annual holidays shall have the additional days of holiday allowed as the employer may decide.

**14.5** Notwithstanding the provisions of subclause 14.1 of this clause, workers employed under this Agreement on the day of coming into force of this Agreement and who have an existing entitlement to more than 4 weeks' annual leave based on length of service shall retain that entitlement for so long as they retain current continuous service with the same employer.

## **15. SPECIAL HOLIDAYS FOR LONG SERVICE**

**15.1** A worker shall be entitled to special holidays as follows:

**15.1.1** One special holiday of two weeks after the completion of 15 years and before the completion of 25 years of continuous service with the same employer;

**15.1.2** One special holiday of three weeks after the completion of 25 years and before the completion of 35 years of continuous service with the same employer;

**15.1.3** One special holiday of five weeks after the completion of 35 years continuous service with the same employer.

**15.2** All such special holidays provided for in subclause 15.1 of this clause shall be on ordinary pay as defined by the Holidays Act 2003, and may be taken in one or more periods and at such time or times as may be agreed by the employer and the worker.

**15.3** If a worker having become entitled to a special holiday leaves his/her employment before such holiday has been taken he/she shall be paid in lieu thereof.

**16. SICK LEAVE/BEREAVEMENT LEAVE**

**16.1** After an employee has completed 6 months' current continuous employment with his/her employer the employee shall be entitled to paid sick leave and bereavement leave in each subsequent 12 months period of employment.

**16.2** If a situation arises where an employee is unable to report to work, the employee is to notify their immediate supervisor/manager at least 2 hours in advance of each shift reporting time or where this is not practical, as soon as possible.

**16.3** Under this clause, an employee who works for an employer for more than 6 months' current continuous service shall be entitled in each ensuing period of 12 months to ~~ten~~ days sick leave if the employee is sick or injured; or the employee's spouse is sick or injured; or a person who depends on the employee for care is sick or injured.

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**16.4** An employee may carry over, to any subsequent 12-month period of employment up to 15 days unused sick leave to a maximum of 20 days entitlement in any year.

**16.5** An employer may require an employee to provide proof of sickness or injury if the leave is for 3 or more consecutive calendar days or within 3 consecutive calendar days if the employer has reasonable grounds to suspect the sick leave being taken by the employee is not genuine.

**16.6** An employee who qualifies for bereavement leave in accordance with 16.1 may take 3 days' bereavement leave on the death of the employee's spouse, parent, child, brother or sister, grandparent, grandchild, or spouse's parent ~~or on the occasion of a miscarriage or stillbirth (refer to Act).~~

**16.7** On the death of any other person, if the employer accepts that the employee has suffered bereavement the employee shall be entitled to 1 days bereavement leave. The employer shall take into account the closeness of the association between the employee and the deceased person, whether the employee must take significant responsibility for all or any of the arrangements for the ceremonies relating to the death, and any cultural responsibilities in relation to the death.

- 16.8 The employer may in special circumstances grant additional sick leave or bereavement leave with or without pay at the employer's sole discretion.
- 16.9 An employee shall not be entitled to paid sick leave or bereavement leave for any day an employee is being paid first week compensation by the employer or weekly compensation in terms of the Injury Prevention, Rehabilitation and Compensation Act 2000.
- 16.10 Sick leave and bereavement leave (excluding discretionary leave) shall be paid for in accordance with the Holidays Act 2003.

**17. PARENTAL LEAVE**

- 17.1 Parental Leave shall be allowed in accordance with the requirements and provisions of the Parental Leave and Employment Protection Act 1987 and its amendments.

**18. FAMILY VIOLENCE**

- (a) The Family Violence Protection Act applies to employees who are affected by domestic violence. Domestic Violence is violence against a person by any other person with whom that person is, or has been, in a domestic relationship. It includes physical, sexual, financial, verbal or emotional abuse.
- (b) On commencing permanent employment, employees will be entitled up to 10 days domestic violence leave in accordance with the Domestic Violence-Victims Protection Act 2018, Holidays Act 2003, subject to the employee's eligibility under this Act.
- (c) Employees will also be entitled to request flexible work arrangements for a period of up to two months in accordance with the Employment Relations Act 2000, subject to the employee's eligibility under this Act.
- (d) Any employee who is the victim of domestic violence is encouraged to bring this to the attention of their site manager, HR or an alternative company representative who will, in consultation with the employee consider what support can be made available. This could include matters such as flexible hours or discretionary leave for example. Employees can also contact one of the many specialist organisations available to assist including Women's Refuge, Shine (Making homes violence free in NZ) and the Ministry for Vulnerable Children, Oranga Tamariki (mvcot.govt.nz). In an emergency, you should always dial 111 and ask for the Police."
- (e) Proof of the domestic violence may be required and can be in the form of an agreed document issued by police, a court, a doctor, a nurse, a domestic violence support service, a counselling professional or a lawyer.'

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**19. TERMINATION OF EMPLOYMENT**

**19.1** For weekly and hourly workers, one week's notice of termination of employment shall be given on either side but this shall not prevent the summary termination of employment for misconduct. Where the employment is terminated without the requisite notice and without good cause, up to one week's ordinary time wages shall be paid or forfeited as the case may require. Where practicable, all wages shall be paid immediately on termination of employment, subject to the return to the employer of all keys, security cards, ID badges, uniforms and other equipment supplied by the employer.

**20. ABANDONMENT OF EMPLOYMENT**

**20.1** Where a worker is absent from work for 2 or more consecutive days without the consent of the employer, and/or without good cause, and/or without notification to the employer, he/she shall be deemed to have terminated his/her employment.

**21. WORKPLACE HARASSMENT AND DISCRIMINATION**  
**21.1** The parties agree that there shall be no discrimination in the workplace on the grounds of sex, marital status, religious, ethical or political belief or opinion, colour, race, ethnic origin, disability, age, sexual orientation or employment status as provided for in current legislation. The employer parties will not operate any policies or conduct that directly or indirectly discriminate against any person.

**21.2** Workplace harassment may be verbal, written, physical or pictorial behaviour based on prohibited grounds above that is unwelcome or offensive to that person and may occur from the behaviour of workmates, supervisors, managers or client.

The parties agree that workplace harassment is unacceptable.

Each employer will work to reduce the likelihood of workplace harassment and/or discrimination occurring to or from their employees.

**22. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

**21.1** Definitions: an employment relationship problem includes:

**21.1.1** A personal grievance (as defined in Section 103 of the Employment Relations Act 2000)

**21.1.2** A dispute (i.e. a disagreement over the interpretation or application of an employment agreement)

**21.1.3** Any other problem relating to or arising out of the employment relationship.



**22.1.4** But does not include any problem with negotiating new terms and conditions of employment.

**22.2** Raising employment relationship problems:

**22.2.1** The assistance of a union delegate or representative may be sought at any time.

**22.2.2** An employment relationship problem should be raised and discussed with the worker's supervisor or manager as soon as possible.

**22.2.3** The worker and employer will endeavour to resolve the problem without need for further intervention.

**22.2.4** The worker may choose to seek independent advice or representation.

**22.3** Time limit on raising a personal grievance:

**21.3.1** A worker who believes they have a personal grievance must raise it as a personal grievance within 90 days of the incident complained of occurring or coming to their attention.

**21.4** 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 Department of Labour.

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

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

Any settlement of the problem signed by the Mediator is final and binding.

**22.5** Employment Relations Authority:

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

**23. TIME AND WAGES RECORDS**

**23.1** Every employer bound by this Agreement shall keep a time and wages book/electronic or similar record in which shall be correctly recorded:

**23.1.1** the name of every worker employed under this agreement

**23.1.2** the kind of work in which he or she is employed

**23.1.3** the daily hours of his or her employment; and

**23.1.4** the wage paid each week.

- 23.2** Each worker shall keep a record of the daily hours worked and shall provide to the employer, for the pay period a signed time sheet (or equivalent electronic means) showing details of such hours. The employer shall provide the time sheets (or equivalent electronic means).
- 23.3** With every payment of wages, the employer shall supply to the workers a statement detailing wages, overtime, allowances, and all deductions made from the worker's wages.
- 23.4** At least once every 6 months' employees shall be supplied with annual leave, lieu days and sick leave balances on request.

## **24. HEALTH AND SAFETY**

- 24.1** Safety devices shall be provided for workers required to work more than three metres from the ground, floor or veranda. The employer shall insist upon safety devices being used for all work performed more than three metres from the ground floor, or veranda.
- 24.2** All electric polishing and scrubbing machines and vacuum cleaners with their leads shall be checked at intervals not exceeding six months by a registered electrician or a registered electrical appliance serviceman or by a competent operator using a Portable Appliance Tester. Employees shall be advised that such a check has taken place. With respect to electrical equipment, notification includes the current service sticker.
- 24.3** A transformer or safety isolating switch shall be supplied at all times where a worker is required to do wet machine scrubbing or wet machine suction drying. This does not include such operations as carpet shampooing and spray buffing.
- 24.4** Where an employee is engaged in any work which might involve a hazard to the health and safety of the employee, including work involving bio-hazardous materials such as blood, vomit, or excrement, or other hazardous materials, appropriate clothing and equipment shall be provided for the protection of the employee.
- 24.5** Where an employee is engaged in chemical cleaning which is specialised and hazardous in its application, the employer shall supply appropriate equipment and protective clothing.
- 24.6** Any worker required to clean toilets shall be supplied with protective gloves for carrying out such work.

**24.7** Should a worker fail to utilise any safety equipment or clothing provided, it shall be deemed to constitute "misconduct" as used in the Termination of Employment clause in this agreement.

**24.8** Workers and employers are required to take all practical steps to ensure that safe working practices are observed in the work place.

Workers who become aware of any unsafe practice or unsafe equipment and unlabelled or inappropriately labelled chemicals shall report it to their supervisor or manager.

The employer shall have a responsibility to advise the worker what action has been taken to correct the unsafe practice or equipment.

**24.9** Safe use and handling of cleaning materials and equipment

**24.9.1** No employee will be required to use any cleaning chemicals or materials that are not in clearly and appropriately labelled containers.

**24.9.2** The employer will ensure that all employees are provided with adequate training in the safe use and handling of cleaning materials and equipment prior to any such employee being required to use cleaning materials and equipment.

**24.10** Any work-related accident must be reported by the worker or workers involved at the earliest opportunity to the supervisor or manager and must be recorded.

**23.11** The parties are committed to providing a safe working environment and acknowledge their respective duties under the Health and Safety at Work Act 2015, in particular the duty to identify and manage all hazards associated with the employer's business. The employer shall recognise health and safety workplace representatives as provided for in the Health & Safety in Employment Act. Each Employer and the Union will work together to ensure employee participation health and safety systems are in place.

## **25 CONTINUITY OF SERVICE**

For the purposes of this Agreement, continuous service with the same employer shall not be deemed to be broken by reason only of the sale or transfer of a company to a new employer who continues to employ the workers employed by the company taken over.

## **26. SECURITY OF EMPLOYMENT/REDUNDANCY**

**25.1** The parties to this Agreement acknowledge that security of employment and continuity of employment for workers are of mutual benefit in developing a skilled and experienced work force within the cleaning industry. The parties also recognise that the employer has the right to manage its business and has the discretion to determine appropriate staffing levels.

**25.2** Prior to providing notice of termination or a reduction in hours, the employer will, where practicable, allow up to 20 working days for consultation with affected workers involved and the Union where union members are employed. During this consultation period, the employer shall provide relevant information regarding the proposal for termination or reduction in hours, and shall also provide the Union with the relevant information of the Union members involved.

The employer shall consult with the Union party when considering the following options, the aim of which is to minimise the impact of a surplus staffing situation:

- a) Redeployment to another site where the employer has the contract for service
- b) Attrition (i.e. employees who leave are not replaced)
- c) Retraining to meet a skills shortage in another part of the employer's business

**25.3** Where, following consideration of the options in clauses 25.2 (a) to 25.2 (c) above, a reduction in hours or redundancy results, no redundancy claims for compensation payments or other entitlements will be made against the employer other than an entitlement to a certificate of service, reasonable time off to attend an interview for employment and referral to government provided support agencies.

**25.4** At the time of commercial contract loss, and in the event that the employer is aware that union members are employed on that site, the outgoing contractor shall advise the Union of the transfer date and whether the incoming contractor is exempt in terms of Part 6A, Employment Relations Act.

**26.5** Where a restructure results in reduced time allocation for an individual site, at the conclusion of the consultation process a new duties list/spec sheet for that site will be confirmed in writing.

## **27. UNION PROVISIONS**

*The following subclauses are subject to the provisions of the Employment Relations Act 2000 and any successor to it and are not to be read in addition to the Employment Relations Act 2000 or its successor.*

**27.1 Access:** The Union, and its authorised representatives, shall be entitled to enter any premise on which the employer is operating providing it is at a reasonable time and during a period when workers are working. Such representatives shall comply with any reasonable existing procedures and requirements applying in respect of the workplace that relate to:

**27.1.1** Health and Safety, or

**27.1.2** Security

**27.2 Meetings:** Every union member shall be entitled to attend on ordinary pay (providing meetings take place during the members' hours of work) at least

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two union meetings per calendar year providing the Union gives the employer 14 days' notice and that each meeting does not exceed two hours and that a list of relevant union members who attend the meeting is supplied to the employer.

**27.3 Union fees deduction:**

The employer shall deduct union fees from the wages of members of Etu (including periods of time off work on paid leave), when authorised in writing by members, and shall remit such monies to the union at agreed intervals that shall be no less frequent than monthly. The monies will be paid by direct credit to the union's bank account, with an identifying reference. The employer shall simultaneously forward to the union via e-mail a schedule detailing the employee's name, value of deduction, the employee's payroll number, any cessation date and in the case of a transfer of undertakings, the name of the incoming employer, and details of the period covered by the remittance.

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**27.4 Delegates:** The employer shall recognise and respect the authority of union delegates.

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**27.5 Employee names:**

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**27.5.1** The employer, except as provided for in subclause 26.5.2 of this clause, shall supply to the Union (upon written request) a list of names and addresses of all workers covered by the "NZ Cleaners and Cleaning Contractors Multi Employer Collective Employment Agreement 2018-2019", but not more frequently than every 2 months.

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**27.5.2** When a worker covered by this Agreement advises the employer in writing that he/she does not wish to be a member of the Union, then that worker's address shall not be included on the list provided for in subclause 26.5.1 of this clause.

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¶ 28. Statements of Intent:¶

¶ 28.1

**28. TERM OF AGREEMENT**

Deleted: During the first 6 months after ratification either party shall be entitled to initiate on an individual company basis a meeting to discuss matters such as payroll, training, uniforms, health and safety, management of cover, dirty work, supervisory roles and processes around management of change.¶

**28.1** This Agreement shall commence on the 1<sup>st</sup> day of April 202~~2~~ and shall expire on the 31<sup>st</sup> day of March 202~~3~~.

¶

28.2 The BSCNZ shall communicate with their members and remind them of their obligations in respect to clause 3.2 of this MECA¶

**29. SIGNATURES**

¶

28.3 The BSCNZ shall communicate to their members the benefits of a poncho solution as a health and safety practice when transiting between buildings in the rain carrying a vacuum cleaner.¶

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Signature on behalf of EIU Inc.

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Signature on behalf of the Building Service Contractors of New Zealand Inc. which is the authorised agent for employer parties as follows:

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Baker Property Services	OCS Limited
City Cleaning Services Ltd	Professional Property and Cleaning Services
Civic Limited	Total Property Services (Auckland) Ltd
Cleanaway Services Ltd	Total Property Services (Wellington) Ltd
Clean Net Ltd	Total Property Services (Canterbury) Ltd
Custodian Services Ltd	TPS Ltd
Delta Cleaning	United Cleaning Services (1977) Ltd
ISS Facility Services	Wellington Cleaning Services
Millennium Group NZ Ltd	Westferry Property Services
Kleenrite (Wellington) Limited	

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Signature on behalf of Watershed Ltd

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## ANNEX A

### HANDLING OF SWIMMING POOL CHEMICALS

The following procedures must be strictly observed when handling calcium hypochlorite.

- (1) Under no circumstances should school children be permitted to handle calcium hypochlorite in pure or diluted form.
- (2) The safety equipment provided must be worn at all times when calcium hypochlorite is handled or mixed.
- (3) Do not smoke when handling calcium hypochlorite.
- (4) As considerable heat of solution is generated the dry powder should never be placed in wet containers but should be poured into several times its own volume of cold water. Plastic buckets should be used.
- (5) Measuring containers made only of plastic, china or enamel shall be used and must be completely dry and free from any foreign matter.
- (6) Plastic bags in containers that are in use must be kept tightly sealed.
- (7) Do not allow powder or made up solution to come into contact with eyes or clothing and avoid breathing airborne dust; this will be prevented by the use of safety equipment.
- (8) If the powder does come into contact with the skin wash off with liberal quantities of water.
- (9) Calcium hypochlorite must not be mixed with any other chemical.
- (10) Dispose of spilled calcium hypochlorite by flushing with large amounts of water.
- (11) Small quantities of calcium hypochlorite remaining in drums should be flushed with large amounts of water and clean drum disposed of. Do not use the drum for any other purpose.
- (12) Drums containing calcium hypochlorite should be inspected for corrosion. If severely corroded, the local employing authority should be informed, to replace the drum.
- (13) If chlorinating tablets (e.g. "Clearon") are being used in conjunction with calcium hypochlorite powder, the tablets must be kept separately from the powder and the two should never be mixed except in the swimming pool water.

## **FIRST SCHEDULE**

The following are employer parties to this multi-employer collective agreement:

Baker Property Services Ltd, PO Box 10045, Hamilton  
City Cleaning Services Ltd, PO Box 7150, Wellesley St, Auckland  
Civic Limited, 25 Great South Road, Otahuhu, Auckland, 1062, New Zealand  
Cleanaway Services Ltd, PO Box 14141, Panmure, Auckland 1741  
Clean Net Ltd, PO Box 17087, Karori, Wellington  
Custodian Services Ltd, PO Box 51311, Tawa  
Delta Cleaning Co Ltd, PO Box 31219, Lower Hutt  
ISS Facility Services Ltd, 98 Carlton Gore Road, Newmarket, Auckland, New Zealand  
Kleenrite (Wellington) Limited, PO Box 38 766, Wellington, New Zealand  
Millennium Group NZ Ltd, Suite 106, The Zone, 23 Edwin St, Mt Eden, Auckland 1024  
OCS Ltd, PO Box 8122, Symonds St, Auckland 1150  
Professional Property & Cleaning Services Ltd, PO Box 62105, Mt Wellington, Auckland  
Total Property Services (Auckland) Ltd, PO Box 7045, Wellesley St, Auckland  
Total Property Services (Wellington) Ltd, PO Box 38766, Wellington  
Total Property Services (Canterbury) Ltd, PO Box 3797, Christchurch  
TPS Ltd, PO Box 7045, Wellesley Street, Auckland  
United Cleaning Services (1977) Ltd, PO Box 738, Auckland  
Wellington Cleaning Services, PO Box 11193, Wellington  
Westferry Property Services Ltd, 1 Robert St, Ellerslie, Auckland 1051  
Watershed Limited, Level 5, 27 Gillies Avenue, Newmarket, Auckland 1023, New Zealand