



Collective Employment Agreement

Between

Otago Community Hospice Trust (OCH)

and the

Public Service Association (PSA)

1 July 2023 to 30 June 202

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1. PARTIES

1.1. The parties to this Collective Employment Agreement (CEA) are:

- (a) The Employer: The Otago Community Hospice Trust; and
- (b) PSA: Public Services Association

2. COVERAGE

2.1. This CEA covers all Employees who are members of the PSA and who are employed by the Employer in the following positions:

- Food / Kitchen Workers
- Administrators and Clerical Workers
- Social Workers
- Counsellors
- Shop Managers / Assistant Shop Managers / Shop Supervisors / Shop Distribution Supervisors

2.2 This CEA excludes any Employee who is a member of the PSA who is employed in a managerial position.

2.3 Where an Employee who is a member of the PSA on an Individual Employment Agreement (IEA) elects to be bound by this Agreement, their previous terms and conditions of employment shall no longer apply unless otherwise agreed between that Employee and the Employer. The parties agree that no member of the PSA will be disadvantaged by PSA membership and subsequent coverage by the CEA.

3. TERM OF THE CEA

3.1 This CEA will come into effect on the 1st of July 2023 and shall expire on the 30th June 2026.

4. INTERPRETATION AND GENERAL DEFINITIONS

4.1 Full Time Employee – means an Employee who works not less than the ordinary or normal hours set out under hours of work in this CEA.

4.2 Part Time Employee – means an Employee, other than a casual Employee, who is employed on a permanent basis but works less than the ordinary or normal hours prescribed in this CEA. Any wages and benefits eg leave will be pro rata according to the hours worked unless specifically stated otherwise in this CEA.

4.3 Fixed Term Employee – means an Employee who is employed for a specified limited term for a specified project, situation or event or for example, to replace an Employee on parental leave or long term accident or illness.

4.4 As and When Required Employee (casual) – means an Employee who has no set hours or days of work and who is normally asked to work as and when required.

4.5 Service – means the current continuous service with the Employer.

5. ENTIRE AGREEMENT

5.1 This CEA shall constitute the entire agreement between the Employer and the PSA and supersede all previous representations, negotiations, commitments and communications either written or oral between the parties and/or union members.

6. EMPLOYER POLICIES

6.1 The Employer shall be entitled to make such rules, not inconsistent with this agreement, relating to the performance of the work and conduct of the Employee as may be deemed necessary for efficient operations and good order.

6.2 Notwithstanding the above, evolving needs or emphasis may require that a position description and/or Employer policies be varied from time to time. Accordingly, the Employer may consult with the Employee in order to make reasonable variations to the duties of the Employee to meet these needs. Following consultation, the Employer reserves the right to any final decision.

6.3 All staff and unions shall be notified of any changes made to the OCH Code of Conduct. Any proposed significant changes shall be notified in advance and staff and unions offered a reasonable opportunity to provide input prior to the changes being approved.

7. EMPLOYER'S DUTIES

The Employer shall:

7.1 Act in good faith in all its dealings with the Employee and for the purposes of this agreement a good Employer is an Employer who treats the Employee fairly and properly in all aspects of their employment;

7.2 Provide the Employee with good working conditions and all reasonable facilities to enable the Employee to carry out their duties properly;

7.3 Use its best endeavours to provide a safe, congenial and comfortable working environment.

8. EMPLOYEE'S DUTIES

The Employee shall:

8.1 Carry out all work required of them by the Employer to the full extent of their ability, skill and competence;

8.2 Faithfully serve and promote the interests of the Employer at all times and not do anything, which may adversely affect the reputation or goodwill of the Employer;

8.3 Comply with the policies of the Employer and with any directions given to them by the Employer;

- 8.4 Carry out duties as set out in any job description provided by the Employer and any further duties that may be required by the Employer from time to time that are reasonably within the Employee's experience and capabilities;
- 8.5 Except with the prior consent of the Employer, not be involved in any way in other business or employment which is in competition with the Employer or which may adversely affect the full and proper performance of the Employee's duties under this agreement.

9. EMPLOYMENT RELATED EXPENSES

- 9.1 The Employer shall reimburse the Employee for such actual and reasonable employment related expenses that may be incurred by the Employee in the course of their employment. Expenses shall not be incurred however without the prior consent of the Employer.

10. POSITIONS

- 10.1 The position shall be set out in the Employee's letter of appointment.

11. HOURS OF WORK

- 11.1 The ordinary hours of an Employee employed full-time shall be 80 per fortnight.
- 11.2 From time to time, work in excess of an Employee's ordinary hours may be required. Where this is required, the Employee shall be paid at their normal hourly rate for the excess hours or, by agreement with their Line Manager, may take an equivalent amount of time off in lieu.
- 11.3 After consultation with the Employee, the Employee's hours of work may be varied by the Employer to ensure the needs of the Employer are met. This includes requiring the Employee to work rostered shifts.
- 11.4 When varying hours of work, the Employer shall act reasonably and shall take into account the Employee's personal circumstances, preferences and commitments. If the Employee believes that the Employer has acted unreasonably the matter may be dealt with as a dispute about the operation of this agreement. Where the Employee refuses to accept a reasonable variation to the hours of work, the issue may be dealt with as a disciplinary matter.

11A REST AND MEAL BREAKS

- 11A.1 The employer will provide the employee with rest and meal breaks that provide the employee with a reasonable opportunity, during the employee's work period, for rest, refreshment and attention to personal matters and appropriate for the duration of the employee's work period. Times for rest breaks will be in accordance with Part 6D (Rest breaks and meal breaks) of the Employment Relations Act 2000 unless otherwise agreed between the employer and employee.

- 11A.2 Except as provided in 11A.3 below, no employee shall be required to work for more than five hours continuously without being entitled to a meal break of not less than half an hour.
- 11A.3 An employee unable to be relieved for a meal break shall be entitled to have a meal while on duty and this period shall be regarded as working time.
- 11A.4 Tea breaks of 10 minutes each for morning and afternoon tea shall be recognised as time worked.
- 11A.5 During the meal breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer.

12. REMUNERATION

- 12.1 The Employee shall be appointed to the annual salary scale applicable to their position. Hourly rates are calculated using the annual divisor of 2086 for Employees whose full-time ordinary hours are 80 per fortnight.
- 12.2 Wages shall be paid fortnightly by automatic payment into an account nominated by the Employee.
- 12.3 The Employer may make deductions from the Employee's pay or holiday pay in the event of:
- Overpayment by the Employer; or
 - Any unauthorised absence or default of the Employee; or
 - Any defalcation by the Employee; or
 - The Employee owing any debt to the Employer, including any unauthorised expenditure incurred by the Employee on behalf of the Employer; or
 - Agreement between the Employer and the Employee over specific deduction(s).
- 12.4 On appointment, the Employer will determine placement on the salary scale taking into account previous experience, relevant qualifications and scope of the position.
- 12.5 Progression is by annual increment through the steps (applicable to each role) at anniversary date.
- 12.6 Progression to and through merit steps is upon application to relevant senior manager and will be granted (or not) following performance appraisal where the following criteria is measured:
- Duties undertaken over and above job description on a sustained basis following request of senior manager.
 - Exceptional performance in role as evidenced by colleague / client feedback.
 - Evidence of work performance at senior practitioner level for a sustained period.
 - Undertaking agreed projects/service development initiatives at request of senior manager.
 - Other criteria as agreed at performance appraisal.

- A merit step increase shall be applied from the Employee's applicable anniversary date. Applications made more one month after the anniversary date shall apply from the date of application.
- Progression shall not be denied where a merit step increase review is not completed through no fault of the Employee.

12.7 The annual rates of pay applicable to particular positions are set out in Schedule 1.

12.8 Translation of existing employees to the Schedule 1 pay rates shall be as set out in Schedule 2.

12A. HIGHER DUTIES ALLOWANCE

12A.1 A higher duties allowance of \$25 per day or \$12.50 for a part day less than 4 hours, shall be paid to an employee who for a period of 5 days or greater, is substantially performing the duties and carrying responsibilities of a position which carries with it greater responsibility and a higher pay rate than the employee's usual duties and responsibilities.

13. FURTHER TRAINING / STUDY

13.1 The Employer shall pay for any employment related training or further study that the Employer deems necessary.

13A. SUPERVISION

13A.1 Both clinical and non-clinical staff will have access to supervision. Individual needs for supervision will be discussed with management and a plan formulated to meet those needs.

14. PERFORMANCE APPRAISAL

14.1 The Employer will carry out a regular performance appraisal of the Employee.

14.2 The Employee shall cooperate with the Employer in each review and will provide all information which is held by the Employee and which may be necessary to complete the review.

14.3 In reviewing the Employee's performance, regard shall be had to:

- The Employee's efficiency and competence in carrying out the duties of the position and in meeting any established targets;
- The Employee's staff relations and public relations with clients of the Employer;
- Other personal attributes of the Employee (including versatility, judgement and productivity);
- Such efforts as the Employee has made since the last review to develop their work-related skills;
- Any other arrangements which have been set in place between the Employee and the Employer regarding the Employee's work.

14.4 The results of the performance appraisal will not be disclosed to any other Employee except those involved in the management of the Employee.

15. ANNUAL LEAVE

15.1 Upon completion of each year of continuous service, the Employee shall be entitled to 4 weeks paid annual leave.

15.2 All annual leave, as set out in clause 15.1, is to be taken at a time mutually convenient to the Employee and the Employer. If no mutual agreement is reached then the Employer shall give the Employee at least 14 days notice of the requirement to take their leave.

15.3 No unused annual leave may be carried over to the next years leave entitlement without permission from the Employer.

15.4 Notwithstanding Clause 15.1, on completion of five years¹ continuous service, the Employee shall be entitled to receive the minimum period of annual leave provided for in the Holidays Act 2003 plus a fifth week annual leave in that year and in each following year. No entitlement shall take effect until after 1 July 2011.

15.5 Annual leave payments shall be calculated on the basis of hours worked for staff employed at less than full-time.

16. PUBLIC HOLIDAYS

16.1 The Employee shall be entitled each year to up to 11 whole holidays as public holidays in addition to annual holidays. Unless otherwise agreed by the parties, the day's designated, as public holidays shall be:

Christmas Day (December 25), Boxing Day (December 26), New Years Day (January 1), January 2, Waitangi Day, Good Friday, Easter Monday, Anzac Day, Matariki, King's Birthday, Labour Day and Otago Anniversary Day (Otago Anniversary Day shall be observed on the 23rd of March each year as long as 23 March falls on a week day being any day between Monday to Friday inclusive. If 23 March falls on a Saturday or Sunday, it shall be observed on the immediately following Monday. If Otago Anniversary Day is Mondayised and Monday is already a public holiday (as occurred in 2008) then Otago Anniversary Day shall be observed on the immediately following Tuesday. If Otago Anniversary Day is moved due to falling on a weekend day, Employees are not entitled to the same public holiday conditions on 23 March.

16.2 Transfer of public holidays over Christmas and New Year

- (1) If any of the following public holidays; Christmas Day, Boxing Day, New Year's day and 2 January:
 - (a) fall on a Saturday and the day would otherwise be a working day for the employee, the public holiday must be treated as falling on that day;
 - (b) falls on a Saturday and the day would not otherwise be a working day for the employee, the public holiday must be treated as falling on the following Monday;

- (c) falls on a Sunday and the day would otherwise be a working day for the employee, the public holiday must be treated as falling on that day;
 - (d) falls on a Sunday and the day would not otherwise be a working day for the employee, the public holiday must be treated as falling on the following Tuesday.
 - (2) To avoid doubt, this section does not entitle an employee to more than 4 public holidays for Christmas Day, Boxing Day, New Year's Day or 2 January.
- 16.3 Transfer of Waitangi Day or Anzac Day
- (1) If Waitangi Day or ANZAC Day:
 - (a) falls on a Saturday or a Sunday, and the day would otherwise be a working day for the employee, the public holiday must be treated as falling on that day;
 - (b) falls on a Saturday or a Sunday, and the day would not otherwise be a working day for the employee, the public holiday must be treated as falling on the following Monday.
 - (2) To avoid doubt, this section does not entitle an employee to more than 1 public holiday for Waitangi Day or more than 1 public holiday for ANZAC.
- 16.4 Where the Employee is required to work on a public holiday (being a day specified in paragraph 16.1), the Employer's obligation is to pay the Employee their relevant daily pay plus half that amount again, for the hours worked on that public holiday and if that day is 'otherwise a working day', grant the Employee an alternative day as well, in accordance with the Holidays Act 2003.

17. SICK LEAVE

17.1 Entitlement

17.1.1 The following provisions recognise and include any entitlement to Paid Sick Leave under the provisions of the Holidays Act 2003.

17.1.2 For the purposes of sick leave, the Employee shall be entitled to ten (10) working days paid sick leave per annum. This clause shall take effect from 1 July 2021. This entitlement may be taken where:

- (i) The Employee is sick or injured; or
- (ii) The Employee's spouse is sick or injured; or
- (iii) A person who depends on the Employee for care is sick or injured.

17.2 This entitlement shall be subject to the following conditions

- (i) Paid sick leave shall not be paid for a public holiday or for a day that the Employee does not normally work. Sick leave may be used at the Employee's discretion to 'top up' ACC payments to the full rate of ordinary daily pay when off work due to accident or injury and in receipt of ACC compensation.

- (ii) The Employee shall ensure notice is given to the Employer as soon as practicable on the first day of absence and each day of absence thereafter.
- (iii) Payment for a day of sick leave shall be calculated according to the relevant daily pay of the day(s) of absence.
- (iv) For periods of sick leave of three consecutive working days or more the Employer can require that the Employee produce a medical certificate verifying the illness. Where the Employer has reasonable cause to suspect that periods of sick leave taken for less than three days is not genuine then the Employer can require an Employee to provide a medical certificate verifying the illness but at the Employer's cost. If genuine sickness is not established in either of the above instances, payment of sick leave may not be given.
- (v) Where the Employee is off work for three consecutive working days or more, other than in the event of serious illness and as agreed with the Employer, retrospective medical certificates obtained later than the third day of his/her illness will not be acceptable.

17.3 Employer's discretion

The terms expressed in this clause are intended to comply with legal minimums and the Employer may at its sole discretion grant in excess of any of these terms.

17.4 Accumulation

From 1 July 2017, any unused paid sick leave may be carried over from one year to the next up to a maximum of one hundred (100) days in any given year. Any entitlement remaining unused shall not be payable upon termination of employment.

17.5 Termination on Medical Grounds:

The Employer may terminate the employment of an Employee by giving such notice to the Employee as the Employer deems appropriate in the circumstances if, as a result of mental or physical illness or accident, the Employee is rendered incapable of the full ongoing performance of his/her duties under this agreement.

Before taking any action under this clause the Employer may require the Employee to undergo at the Employer's expense, a medical examination by an appropriately qualified practitioner if the Employer considers such an examination necessary. The Employee consents to the medical practitioner disclosing any findings of such medical examination to the Employer. The Employer shall take into account any reports and recommendations made available to the Employer as a result of that examination and any other relevant medical reports or recommendations that the Employer may receive or which may be tendered to the Employer by or on behalf of the Employee.

18. BEREAVEMENT LEAVE

- 18.1 The Employer shall approve special bereavement leave on pay for an Employee to discharge any obligation and/or to pay respects to a

Tupapaku/deceased person with whom the Employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent).

18.2 The length of time off shall be three days for each bereavement of a close family member/partner and one day for each bereavement of a person whom the Employee has a close association or cultural obligation.

18.3 The employer shall approve three days bereavement leave on pay if the employee has a miscarriage or stillbirth. Three days bereavement leave on pay will also be approved if another person has a miscarriage or stillbirth and the employee:

- is the person's partner, or
- is the person's former partner and would have been a biological parent as a result of the pregnancy; or
- had agreed to be the primary carer (e.g., through a formal adoption).

18.4 More time off can be provided at the discretion of the Employer and should not be unreasonably withheld.

18.5 All other provisions of bereavement leave not specifically provided for in the above clauses will be exercised in accordance with the *Holidays Act 2003*.

19. ADDITIONAL LEAVE

19.1 Nothing in this agreement shall preclude the Employer considering the granting of additional leave with or without pay, on application of the Employee.

20. PARENTAL LEAVE

20.1 The Provisions of the Parental Leave and Employment Protection Act 1987 ("the Act") shall apply. The Act provides for both parents to take unpaid leave, not exceeding a combined total of 52 weeks, on the birth of a child, or on assuming care of a child under 5 with a view to adoption.

20A FAMILY VIOLENCE AND FLEXIBLE WORKING ARRANGEMENTS

20A.1 The employer acknowledges that employees may be affected by family violence. The Employer will continue to support these employees, respecting their dignity and privacy in order to assist them to deal with the effects of domestic violence.

20A.2 The employee will be entitled to family violence leave in accordance with the Holidays Act 2003, subject to the employee's eligibility under this Act.

20A.3 The employee will be also entitled to request flexible work arrangements for a period of up to two months in accordance with the Employment Relation Act 2000, subject to the employee's eligibility under this Act.

21. LEAVE WITHOUT PAY

- 21.1 The Employer may grant in its absolute discretion grant the Employee leave without pay for up to 12 months for any of the following purposes:
- (a) Taking a holiday overseas;
 - (b) Compassionate grounds; or
 - (c) Undertaking a course of study.
- 21.2 Any approved leave without pay over three months shall not be treated as continuous employment.

22. JURY SERVICE

- 22.1 An Employee selected to serve on a Jury shall be released to serve on the Jury for the duration of the trial or hearing including the Jury selection process.
- 22.2 The Employee may elect to take unpaid leave and receive Juror fees. If the Employee elects to be on paid jury service leave while on Jury service then all Juror fees will be paid to the Employer.
- 22.3 If the Employee is not required for jury service on any day, s/he shall immediately return to work.

23. HEALTH AND SAFETY AND ALTERNATIVE DUTIES

- 23.1 The parties to this agreement express their commitment to the pursuit of health and safety in employment. All parties will endeavour to meet their obligations under the Health and Safety in Employment Act 1992 and all other health and safety legislation promulgated.
- 23.2 All Employees must notify the Employer of any hazard of which they become aware of in the place of work as soon as practicable on the day on which the hazard is identified.
- 23.3 A work related accident must be reported by the affected Employee to the Employer, either immediately or as soon as practicable on the day in which the accident occurs.
- 23.4 The Employer shall be notified as soon as practicable on the first day of absence caused by injury. Where possible, the Employee will indicate the nature of the injury and the expected duration of the Employee's absence.
- 23.5 The Employee shall notify the Employer within one working day of filing a work related claim with ACC. The Employee must provide the Employer with a copy of the ACC claim form. The Employee must also ensure the Employer has a copy of all relevant ACC documentation including copies of medical certificates so as to ensure the Employer is fully informed of the situation and of the Employee's continued eligibility for ACC.
- 23.6 Where an Employee is suffering from an injury as a result of a work related accident the Employee may return to work on alternative duties as part of their agreed return to work rehabilitation plan.

- 23.7 Smoking shall not be permitted in any area where it is prohibited by Employer policy.
- 23.8 It is strictly against the rules of the workplace to interfere with, or make inoperative any safety equipment or guards, and shall be treated as serious misconduct.
- 23.9 Unauthorised or irresponsible use of any fire protection or safety equipment shall be viewed as serious misconduct.
- 23.10 The Employee will take all practicable steps to prevent harm to themselves or to any other person in the workplace.
- 23.11 The Employee shall be familiar with, and comply with any Health and Safety policy issued by the Employer.
- 23.12 The Employee will be issued with the protective clothing and equipment necessary to satisfactorily and safely perform his/her duties. All items provided by the Employer must be worn by the Employee at all appropriate times.
- 23.13 All items issued to the Employee by the Employer shall remain the property of the Employer and shall be replaced by the Employer on the basis of fair wear and tear.
- 23.14 Upon termination of the Employee's employment the Employee shall return to the Employer all items of clothing and equipment issued to him/her by the Employer under this clause. Where any item is not returned the Employer shall make a deduction from the Employee's final pay for the replacement cost of any such unreturned items.

24. TERMINATION OF EMPLOYMENT

- 24.1 An Employee may terminate their employment by giving the Employer four weeks' notice in writing to that effect, unless otherwise negotiated with the employer. Agreement for a shorter notice period will not be unreasonably withheld.
- 24.2 Should the Employer terminate an Employee for poor performance or on medical grounds, the Employer shall provide the Employee with four weeks' notice in writing to that effect or payment in lieu of notice.
- 24.3 If the Employer does not require the Employee to work out any period of notice, the Employer shall be entitled to fully discharge its obligations to the Employee by making payment in lieu of notice. If the Employee does not work out their notice without authorisation, the Employee will pay and/or forfeit out of any holiday pay owing, a day's wages for each day of the notice period not worked.
- 24.4 Nothing in this clause shall affect the Employer's right to dismiss the Employee without notice for serious misconduct or other cause justifying dismissal.
- 24.5 Upon termination of their employment for any reason, the Employee shall deliver to the Employer all books, documents, papers, materials and other property relating to the Employer's business or belonging to the Employer,

including any copies of them, which may be in the Employee's possession or under their power or control.

25. ABANDONMENT OF EMPLOYMENT

- 25.1 Where the Employee has been absent from work for three consecutive working days without notification and/or good cause and is unable to be contacted by the Employer, the Employee shall be deemed to have abandoned and terminated his/her employment.

26. REDUNDANCY

- 26.1 For the purpose of this Agreement, redundancy is defined as a condition in which the Employer has staff surplus to requirements because of reorganisation or the closing down of all or part of the Employer's operation.
- 26.2 The Employer will provide four weeks written notice of any impending redundancy to the affected Employees and every endeavour shall be made to redeploy affected Employees.
- 26.3 During the period of notice the Employee shall be entitled to reasonable time off to attend interviews and seek alternative employment by agreement with the Employer, without loss of pay.
- 26.4 The Employee made redundant shall be provided with a Certificate of Service stating that employment was terminated as a result of redundancy.
- 26.5 The Employer shall provide reasonable counselling for affected Employees on the request from the Employee.
- 26.6 In the event of dismissal for reasons of redundancy a severance payment equal to six (6) weeks ordinary pay will be made to the Employee.
- 26.7 Where Employees are terminated due to the sale; contracting out or transfer of the whole or part of the business of the Employer and the Employee is offered employment of a similar nature with the transferor of the business or the contractor, the Employee shall not be deemed to have been made redundant.

The Employer shall endeavour to provide in the sale and purchase agreement provision for Employees' continuity of service with the purchaser. In the absence of such provision the Employer shall notify the Employees affected by the sale, transfer or contracting out of the whole or part of the business in accordance with this clause. No claim for compensation may be made against the Employer.

27. CONFIDENTIALITY/CONFLICT OF INTEREST

- 27.1 As part of normal duties, you will obtain and/or have access to confidential information concerning the Otago Community Hospice and the Otago Community Hospice's business affairs. Under no circumstances is any use to be made of this information except for the purposes directly related to furthering the business objectives of the Otago Community Hospice.

- 27.2 Without limiting the generality of the previous sub-clause, you must keep confidential any information relating to:
- (a) Contractual arrangements of and relating to the Otago Community Hospice;
 - (b) Otago Community Hospice's business connections, transactions and patient/client information; and
 - (c) Any plans, products, processes, technical information and know-how.
- 27.3 The restrictions contained in this confidentiality clause extend to communications to any person, including other Employees of the Otago Community Hospice (not including necessary information involved in normal day to day working matters).
- 27.4 The restrictions will continue to apply after the termination of your employment for whatever reason.
- 27.5 The restrictions will cease to apply to:
- (a) Authorised knowledge or information, which comes into the public domain without breach of any of the restrictions, contained in this confidentiality clause;
 - (b) Information required to be divulged by a duly authorised officer or agent of the Otago Community Hospice;
 - (c) Information required to be divulged by operation of law or order of a court of law.

28. VARIATION

- 28.1 Any variation to this Agreement shall be mutually agreed between the parties and shall be recorded in writing.

29. INDEMNITY

- 29.1 The Employer shall indemnify the Employee from and against all actions, proceedings, claims and demands made or brought against the Employee by any third party arising out of the performance of the Employee or their obligations under this contract other than those arising out of recklessness or wilful neglect on the part of the Employee or the wilful failure by her/him to carry out a lawful instruction of the Employer.

30. INTELLECTUAL PROPERTY

- 30.1 The Employer shall own and retain exclusive rights to any copyright, patent, trademark or general rights over any invention, ideas or processes developed by the Employee during his/her work time with the Employer.

31. HARASSMENT

- 31.1 The Employer has always viewed any form of harassment, including sexual and racial harassment as unacceptable behaviour and disciplinary action

may be taken against the Employee if he/she is found to have committed such misconduct.

32. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

- 32.1 If an Employee has an employment related issue problem or concern they should bring this to the attention of the Employer at the earliest opportunity.
- 32.2 The Employee must be afforded the opportunity to seek advice and representation from the PSA.
- 32.3 Once the Employee has raised the matter with the Employer they will meet as soon as practicable to seek a mutually agreed resolution.
- 32.4 If the matter is not resolved then the Employee may choose to raise a personal grievance and must do so within 90 days from when the issue, problem or concern arose. If the Employee chooses to raise a personal grievance then they should seek the advice of the PSA and/or the Employment Relations Service of the Department of Labour.

33. UNION FACILITIES

The object of these provisions is for the PSA and the Employer to maintain a flexible arrangement and an atmosphere of goodwill and good faith.

- 33.1 NZPSA delegates are the recognised delegates of the PSA in the workplace.
- 33.2 When a delegate is appointed, the PSA shall advise the Employer of the name and responsibilities of that delegate. Reasonable time, at no loss of ordinary pay, shall be granted to delegates for the purposes of conducting PSA business.
- 33.3 Delegates shall be provided with reasonable access to a telephone, fax, photocopier, computer, email, and Internet for the purpose of conducting PSA business. Such usage shall be incidental to the primary purpose of the equipment and in accordance with the policies of the Employer.
- 33.4 Delegates and members who undertake PSA business must advise their manager of their whereabouts.
- 33.5 The PSA may apply to the Employer for a delegate to be granted leave to undertake union related training courses that are not covered by the EREL provisions of the Employment Relations Act 2000. The Employer shall not unreasonably withhold the granting of such leave. Payment for leave shall be on the basis of no loss of ordinary pay.
- 33.6 The Employer may agree to allow PSA members to assist the union in any project work related to the Employer's enterprise or industry. The terms of release for PSA members shall be negotiated between the PSA and the Employer. The Employer's consent shall not be unreasonably withheld.
- 33.7 In the event that the time taken for PSA related business has a sustained impact on a delegate or member's ability to meet the requirements of his or her position then the Employer and the PSA agree that they will seek to resolve such situations on a case by case basis. Agreement by the parties on resolution shall not be unreasonably withheld.

- 33.8 The PSA representative of any Employee covered by this agreement shall be entitled to enter at all reasonable times upon the premises of the Employer for the purpose of meeting any Employee in connection with the operation of this agreement, or relevant PSA business, but not so as to interfere unreasonably with the Employer's business.
- 33.9 The Employer agrees to allow Employees covered by this agreement to attend two (2) paid stop-work meetings of up to two (2) hours duration per annum, provided that the meetings are arranged in advance with the Employer concerned with no less than fourteen (14) days notice.
- 33.10 The Employer agrees to deduct union fees from member's wages as advised by the PSA from time to time.

34. CO-OPERATION AND CONSULTATION

34.1 Management of Change

- 34.1.1 The parties to this collective agreement accept that change in the health service is necessary in order to ensure the efficient and effective delivery of health services. They recognise a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard
- 34.1.2 Prior to the commencement of any significant change to staffing, structure or work practises, the Employer will identify and give reasonable notice to Employees who may be affected and the PSA to allow them to participate in the consultative process so as to allow substantive input.

34.2 Consultation

- 34.2.1 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.
- 34.2.2 However, the final decision shall be the responsibility of the Employer.

Schedule 1: OCH-PSA pay scales 2023-2026

a) Food Workers

Step	1/07/2023	1/07/2024	1/07/2025
2*	\$62,058.50	\$63,873.32	\$65,792.44
1	\$59,012.94	\$60,786.04	\$62,580.00

* Cook with principal responsibility for kitchen

b) Clerical and Administration Workers

Step	1/07/2023	1/07/2024	1/07/2025
7**	\$74,011.28	\$76,243.30	\$78,537.90
6**	\$71,007.44	\$73,156.02	\$75,367.18
5**	\$67,190.06	\$69,213.48	\$71,299.48
4*	\$63,852.45	\$65,771.58	\$67,753.28
3	\$60,494.00	\$62,329.68	\$64,207.08
2	\$57,156.40	\$58,887.78	\$60,660.88
1	\$54,236.00	\$55,863.08	\$57,552.74

* merit step

** designated positions

c) Family Support Workers and Allied Health Professionals (excluding Social Workers)

Step	1/07/2023	1/07/2024	1/07/2025
12	\$103,403.02	\$106,511.16	\$109,702.74
11	\$98,042.00	\$100,983.26	\$104,007.96
10	\$94,162.04	\$96,999.00	\$99,898.54
9	\$91,533.68	\$94,266.34	\$97,103.30
8	\$89,447.68	\$92,117.76	\$94,892.14
7	\$86,360.40	\$88,947.04	\$91,617.12
6	\$84,024.08	\$86,548.14	\$89,134.78
5	\$80,832.50	\$83,252.26	\$85,734.60
4	\$75,972.12	\$78,245.86	\$80,603.04
3	\$71,111.74	\$73,239.46	\$75,450.62
2	\$66,251.36	\$68,253.92	\$70,298.20

Application of scale

Step 1: Start for staff without a degree (annual progression to Step 4)

Step 3: Start for staff with degree (annual progression to Step 9)

Step 10-12: Designated senior positions for staff with degree level qualification

d) Social Workers

Step	1/07/2023	1/07/2024	1/07/2025
15	\$122,469.06	\$126,140.42	\$129,936.94
14	\$117,942.44	\$121,467.78	\$125,118.28
13	\$113,394.96	\$116,795.14	\$120,299.62
12	\$108,868.34	\$112,143.36	\$115,501.82
11	\$104,341.72	\$107,470.72	\$110,683.16
10	\$102,005.40	\$105,071.82	\$108,221.68
9	\$95,267.62	\$98,125.44	\$101,066.70
8	\$90,720.14	\$93,452.80	\$96,248.04
7	\$86,193.52	\$88,780.16	\$91,429.38
6	\$81,646.04	\$84,107.52	\$86,631.58
5	\$77,119.42	\$79,434.88	\$81,812.92
4	\$74,845.68	\$77,098.56	\$79,414.02
3	\$68,045.32	\$70,089.60	\$72,196.46
2	\$63,518.70	\$65,416.96	\$67,377.80
1	\$58,971.22	\$60,744.32	\$62,559.14

Application of scale to Social Work

Steps 3-10: Registered or registerable social workers in frontline practice. Registered professionals in social work roles.

Steps 1-5: Non-registered professionals undertaking work substantially similar to social work.

Steps 9-15: Registered social workers/professional leading practice.

Translation to new Social Work scale

Employees translated from current salary to place on pay scale based on their category of work & years of relevant experience in that category

e) Shop Managers

Step	1/07/2023	1/07/2024	1/07/2025
2*	\$68,003.60	\$70,068.74	\$72,154.74
1	\$63,018.06	\$64,895.46	\$66,856.30

* Large Shops

f) Assistant Shop Managers

Step	1/07/2023	1/07/2024	1/07/2025
1	\$60,014.22	\$61,829.04	\$63,664.72

g) Shop Supervisors / Shop Distribution Supervisors

Step	1/07/2023	1/07/2024	1/07/2025
3*	\$58,011.66	\$59,743.04	\$61,537.00
2	\$56,009.10	\$57,698.76	\$59,430.14
1	\$54,236.00	\$55,863.08	\$57,552.74

* Merit step. Minimum of 12 months at Step 2

Schedule 2: Translation of existing employees to Schedule 1 pay scales

Clerical and Administrative Workers

Clerical and Administrative workers shall be translated to the new pay scale in accordance with the following table:

Step in 2020-2023 pay scale	Step in 2023-2026 pay scale
6	5
5	4
4	3
3	2
2	1
1	1

Shop Managers

- Shop Managers on Step 1 of the 2020-2023 CEA shall translate to Step 1 of the new pay scale on 1 July 2023.
- Shop Managers on Step 2 of the 2020-2023 CEA shall translate to Step 2 of the new pay scale on 1 July 2023.

Shop Supervisors

- Shop Supervisors on Step 2 of the 2020-2023 CEA for 12 months or longer shall be eligible to apply under sub-clause 12.6 for a merit increase to Step 3.