

The following are the changes to the terms and conditions of the E tū & PSA Geneva Community Living collective agreement which form part of this settlement.

E tū and PSA Geneva Community Living collective agreement Terms of Settlement – October 2023

Term/Clause	ToS only	Wording in Collective Agreement
Term		1 July 2022 to 30 June 2024.
Utilisation of workers to and from another business		<p>Definitions and Interpretation</p> <ul style="list-style-type: none"> • NZCare employee means an employee that is substantively employed under the PSA NZCommunity Living (former NZCare) Support Worker and Team Leader collective agreement. • Geneva Community Living employee means an employee that is substantively employed under the Etu and PSA Geneva Community Living Support Worker collective agreement. • NZCommunity Living is the business/Company that now manages and operates the former NZCare and former Geneva Community Living businesses. While the NZCommunity Living business now operates as one singular business, it is recognised that there are two applicable collective agreements that are in force within the NZCommunity Living business. <p>Utilisation of workers across the former businesses and across the two applicable collective agreements within NZCommunity Living</p> <ol style="list-style-type: none"> 1. Where an NZCare employee works under the Geneva Community Living collective agreement in the former Geneva Community Living business, and/or when a Geneva Community Living employee works

		<p>under the NZCare collective agreement in the former NZCare business the following entitlements shall apply:</p> <ol style="list-style-type: none"> a. The employee’s substantive terms and conditions of their home employment agreement remain applicable and in force for any hours worked in the other business; and b. Any additional terms and conditions (that are set out in the “agreed schedule”) shall also apply for any hours worked in the other business. <p>2. Workers may be asked to work in the other business to cover absence or in under-resourced roster situations. These requests will be made as needed based on operational requirements and per the general provisions of the workers substantive employment agreement. A request cannot be unreasonably refused by a worker.</p> <p>This arrangement is set in place for the sole purpose of dealing with a disparity situation where an employee drafted in from a different business doesn’t have less favourable terms and conditions applicable to them when working in the other business from those employees they will be working alongside that are substantively employees in that business. Therefore, the application of this only applies in areas/regions were both businesses operate as per the “agreed schedule”.</p> <p>If unintended consequences eventuate from the application of additional terms and conditions being applied in a situation that results in the unforeseen advantage or disadvantage of any party, the parties will work together to address and correct the issues identified so as to ensure neither party is disadvantaged or advantaged in a way that is contrary to the intent of the arrangement.</p>
<p>Moving to one collective agreement and a union ballot</p>	<p>The unions agree to ballot Union members prior to initiating bargaining for the next collective</p>	

	agreement (June 2024) with the intent to move to one collective agreement with agreed coverage clause between the unions.	
One off Lump Sum payment	Union members under the coverage of each applicable collective agreement as at 1 September 2023 will be paid a one off lump sum gross taxable payment of \$375.00.	
Agree Wage Rate		<p>A 3% increase to the 1 July 2022 wages rates will be applied on the following terms:</p> <ul style="list-style-type: none"> • For union members as at 1 September 2023, the new wage rates will apply from 1 July 2023 or from commencement of employment if appointed after 1 July 2023. • Employees that join the union between 2 September 2023 and 15 September 2023 will have the new wage rates applied from 1 September 2023. • Employees that join the union after 15 September 2023 will have the new wage rates applied from the date they join the union. • From 2 October 2023, non-union members and new employees (including union members) will have the new wages rates applied from that date or the commencement of employment if appointed after 2 October 2023. • Non-union members will have the 1 July 2022 rates applied up to and including 1 October 2023, then from 2 October 2023 the new rates will be applied as per point above.

		<p>1 July 2022 rates</p> <p>Level 1 - \$22.49, then \$22.70 from 1 April 2023</p> <p>Level 2 - \$24.06</p> <p>Level 3 - \$26.16</p> <p>Level 4 - \$28.25</p> <p>Level 4b - \$27.20</p> <p>1 July 2023 rates</p> <p>Level 1 - \$23.38</p> <p>Level 2 - \$24.78</p> <p>Level 3 - \$26.94</p> <p>Level 4 - \$29.10</p> <p>Level 4b - \$28.02</p>
Administrative updates		<ul style="list-style-type: none"> • Add Matariki to the public holiday clause 23.1. • Add “including miscarriage and termination” to the Bereavement Leave clause 26.1. • Add the following wording to the Personal Grievance clause 52. <p>“If you believe you have a personal grievance relating to sexual harassment, you must raise the grievance with the company within 12 months beginning</p>

		<p>with the date of the alleged action amounting to the grievance occurring, or coming to the notice of you whichever is the later.”</p> <ul style="list-style-type: none"> All other changes that are minor formatting and grammar changes are reflected in the tracked changes within the draft collective agreement. 				
Union Coverage – Appendix 2		<p>Amend to:</p> <table border="1"> <tr> <td>E tū</td> <td>PSA</td> </tr> <tr> <td>The Greater Auckland area</td> <td>Midlands (Hamilton, Rotorua, BoP/Tauranga)</td> </tr> </table>	E tū	PSA	The Greater Auckland area	Midlands (Hamilton, Rotorua, BoP/Tauranga)
E tū	PSA					
The Greater Auckland area	Midlands (Hamilton, Rotorua, BoP/Tauranga)					

Agreed Schedule

These terms are only applicable to workers working in the other business in a region where both businesses operate – i.e. Greater Auckland and Midlands

<p><u>NZCare terms and condition (that apply to Geneva Community Living employees working in the former NZCare business)</u></p> <p>5.1 Public Holidays</p> <p>“...employees who are required to work the day on 25 December shall receive an additional payment of \$25 in recognition of the special significance of that day.”</p>
<p><u>Geneva Community Living terms and conditions (that apply to NZCare employees working in the former Geneva Community Living business)</u></p>

15 Working Alone and Understaffed

Where a staff member is required to work without the support of a colleague when an additional staff member is rostered on, the following will be paid to the employee/s that are working on the under resourced shift. This payment shall also be paid when homes are understaffed with unfilled rosters i.e. 2 or more staff are on shift and additional staff member/s are rostered but the shift is vacant. This payment is effective from date of ratification of the Collective agreement.

- \$60 gross for a weekend shift (the weekend is the majority of the shift that falls on a Saturday and/or Sunday)
- \$30 gross for a weekday shift.

This payment will keep occurring until the correct FTE's or PTE's (full or part time employees) are placed on shift. This is a full shift payment not pro-rated. An incident form will also be completed by staff members.

The definition of 'working alone' does not include the following:

- If a staff member needs to leave the shift with no notice
- If a resident goes into hospital or is on leave
- If a home/ homes does not have full occupancy and a roster review is in process then any unfilled shifts would not be paid the allowance whilst the roster review and subsequent notice period of 4 weeks was in place
- The Community living sites operating on reduced staffing due to COVID alert levels.

17.8 Emergency Cover

- a) Emergency is defined as "when an unplanned absence occurs". An emergency is not for annual leave or planned sick leave; an emergency will have less than eight hours' notice.
- b) Where an existing employee is asked to cover unplanned absences between 7am on Monday and 3pm on Friday an emergency allowance shall be provided at \$15.00.
- c) Where an existing employee is asked to cover unplanned absences between 3pm on a Friday and 7am on a Monday an emergency allowance shall be provided at \$30.00.
- d) Where a casual employee is asked to provide cover, this is not deemed emergency cover, regardless of the notification period given.

17.5 In the event that an employee works more than three hours beyond the ordinary hours of work on request by the employer (or delegated authority) or in an emergency cover situation an allowance shall be \$8.11.

17.6 In the event that an employee works more than three hours beyond the ordinary hours of work, with such hours worked being between 5pm Friday and 7am Monday, on request by the employer or in an emergency cover situation an allowance shall be \$21.60.

17.9 If an employee is designated to a shift, and is required to wait for a relief or Bureau staff to arrive before they can leave their rostered shift, the employee will receive a payment of time and a half (T 1½) for the duration of having to wait. Employees will note the times for such payments in the communication book, or via email or text to their manager, noting the time the relief worker arrived. Remuneration shall be paid to the nearest hour. Overtime allowance is specifically for union members only.

23.3 Public Holidays

Where an employee is required to work on Christmas Day, Boxing Day, New Years Day, Easter Monday and Good Friday, it being a day that would otherwise be a normal working day for the employee, then the employee shall be paid for each hour worked at the rate of double time for the day as if it were an ordinary day of work.

Employer signature and Date

Etu signature and Date

PSA signature and Date