



# **COLLECTIVE AGREEMENT**

**2005 - 2006**

## CONTENTS

Clause No.	Title
1	Undertaking
2	Parties to Agreement
3	Coverage of Agreement
4	Classification of Workers
5	Previous Agreements of Employment
6	Negotiations and Variation of Agreement
7	Salaries and Wages
8	Democracy Participation
9	Hours of Work
10	Meal and Refreshment Breaks
11	Overtime
12	Penal Rate for Weekend Work
13	Call Outs
14	Extended Hours and Meal Money Entitlements
15	Casual Employees
16	Part-time Employees
17	Payment of Wages
18	Public Holidays
19	Annual Holidays
20	Special Holidays for Long Service
21	Sick Leave
22	Domestic Leave
23	Bereavement Leave
24	Parental Leave
25	Jury Service
26	Transport Allowance
27	Termination of Employment
28	Abandonment of Employment
29	Relocation and Relieving Provisions
30	References
31	Health and Safety
32	Facilities
33	Savings
34	Security
35	Harassment
36	Employee Protection
37	Equal Employment Opportunity
38	Redundancy
39	Employee Representation
40	Employment Relationship Resolution Process
41	Term of Agreement
42	Settlement

## 1. UNDERTAKING

- 1.1 PSIS, Finsec and Finsec members agree that they will at all times comply with and abide by the provisions of this agreement.
- 1.2 Always within the provision of legislation and Government regulations and subject to such restriction governing the exercise of these rights as are expressly provided in this agreement, PSIS retains the sole right and responsibility to manage its business in accordance with accepted labour/management practice.
- 1.3 The parties will endeavour to promote a balance between the employees' work and their personal life.

## 2. PARTIES TO AGREEMENT

- 2.1 This Collective Agreement is made pursuant to the Employment Relations Act 2000 and shall be binding on the parties to it.
- 2.2 The respective parties to this Collective Agreement ("the agreement") are:
  - 2.2.1 PSIS Limited and its subsidiaries ("PSIS" or the "employer").
  - 2.2.2 Finsec (the "union").

## 3. COVERAGE OF AGREEMENT

- 3.1 The terms and conditions of employment contained in this agreement shall apply to all permanent and casual employees of PSIS Limited who are employed and designated as a:
  - Dispatch Officer
  - Administration Assistant
  - Consultant
  - Teller
  - Finance Clerk
  - Lending Specialist
  - Insurance Consultant
  - Senior Consultant
  - Dispatch Supervisor
  - Supervisor
  - Senior Insurance Consultant
  - Finance Services Supervisor
- 3.2 This collective agreement shall not apply to any designation not listed above.

## 4. CLASSIFICATION OF WORKERS

- 4.1 All employees shall be advised in writing of their grading when employed and of any changes in grading thereafter. Employees may be required to perform work other than their usual duties where this is necessary due to operational requirements, staff shortages or absences.

#### **4.2 Teller**

Is an employee in a branch whose duties consist of cash handling, selling financial services products and general clerical duties.

#### **4.3 Consultant**

Is an employee in a branch or agency whose duties consist of general clerical work, cash handling and selling financial services products.

#### **4.4 Senior Consultant**

Is an employee in a branch or agency whose duties consist of general clerical work and selling financial services products and whose responsibilities include one or more of the following:

- lending delegations
- supervision of others
- the branch bank reconciliation
- in grade 1 and 2 locations may deputise in the absence of the manager.

#### **4.5 Supervisor**

Is an employee in a branch who in addition to undertaking general clerical work and selling financial services products has lending delegations, is responsible for the work of others and deputises in the absence of the manager.

#### **4.6 Finance Clerk / Administration Assistant / Insurance Consultant**

An employee in Head Office whose duties are to provide support services and who is at a similar level of authority to a consultant.

#### **4.7 Senior Insurance Consultant / Dispatch Supervisor**

An employee within Head Office whose duties are to provide support services and who may be responsible for the work of others and is at a similar level of authority as a Senior Consultant.

#### **4.8 Dispatch Officer**

An employee within Head Office whose main duties are working the machinery that despatches the mail and stationery to branches and Head Office.

#### **4.9 Finance Services Supervisor**

An employee within Head Office whose duties include supervision of staff and control of the Banking Services operations.

#### **4.10 Lending Specialist**

An employee within the Broker unit whose main duties are liaising with brokers, advising on lending proposals, processing loan applications for approval, paying out loans and liaising with branch staff. A Lending Specialist has the same upper lending delegations as a Senior Consultant.

#### 4.11 General

4.11.1 The definitions associated with each position are for the purpose of determining classifications and shall apply where the employee spends the majority of their time on the work function detailed in that classification. The definitions do not necessarily describe the complete range of duties associated with each position.

4.11.2 Any dispute over classification will be the subject of immediate discussions and if agreement is not reached will be dealt with through the Employment relationship resolution process procedure detailed in clause 40.

### 5. PREVIOUS AGREEMENTS OF EMPLOYMENT

It is a condition of this agreement that it shall supersede all terms and conditions contained in the PSIS Collective Agreement that expired on 31 March 2005

### 6. NEGOTIATIONS AND VARIATION OF AGREEMENT

6.1 The provisions of this agreement may be varied at any time provided that the party who seeks a variation shall forward a written proposal to the other party, including the necessary information in support of the variation and the likely effect of the proposal. The other party will negotiate in good faith and any settlement proposal will be subject to a ratification procedure to be notified by each party to the other.

6.2 The parties agree to meet to discuss the re-negotiation of this agreement prior to the expiry date to discuss dates for negotiation and other matters covered by the Employment Relations Act 2000.

### 7. SALARIES AND WAGES

7.1 The salary or wage payable to employees shall not be less than that set out in the following scales:

#### Branch and Head Office Gross Salary Rates:

	Grade	Step	\$ Per Annum
Teller	1	1	24,166
Dispatch Officer *		2	27,586
Administration Assistant		3	30,415
		4	33,244
		5	36,228
<i>OLD Merit 1</i>		<i>Note</i>	<i>37,724</i>
Finance Clerk	2	1	27,586
Consultant		2	30,415
Merit Consultant		3	33,244
Insurance Consultant		4	36,228
		Merit	38,945

Lending Specialist	3	1	38,945
Dispatch Supervisor **		2	40,524
Senior Insurance Consultant		3	43,156
Senior Consultant			
Supervisor	4	1	43,156
		2	44,208
		3	45,787
Finance Services Supervisor	5	1	45,787
		2	48,569
		3	51,575

\* Maximum salary for Dispatch Officer is G1/4

\*\* Maximum salary for Dispatch Supervisor is G3/2

*NOTE – Old Merit 1 Step no longer exists but has been grand-parented for staff currently graded at this level.*

- 7.2 A scale increment is a normal salary increase to the next step in the grade and within the approved maximum for the grade.
- 7.3 A scale increment normally becomes due when an employee has been in receipt of their present salary for twelve months, except in the case of employees on grade 2 step 4 who shall be dealt with in accordance with sub clause 7.8 of this clause. Increments such as accelerated or double or for a particular educational qualification are special cases approved by PSIS.
- 7.4 The right to receive an annual increment shall depend upon the efficiency, conduct and competence of the employee.
- 7.5 No employee is to be paid an increment which will bring their salary beyond the maximum grade for their position.
- 7.6 Upon promotion to a higher grade an employee's salary shall increase at least to the salary step in the new grade which is one step above the salary paid before promotion.
- 7.7 Senior Consultants in grade 1 and 2 branches and Supervisors at grade 3 and 4 branches will receive an allowance of \$2,145 per annum in recognition of their higher duties in the absence of the Branch Manager. This clause applies to branch staff only.
- 7.8 Each Grade 2 employee (whether at branch or head office) who has completed one year on Grade 2 Step 4 shall be eligible to be assessed for progression to the merit step.
- 7.9 Fortnightly rates of pay shall be determined by dividing the annual salary by 26.07 and hourly rates of pay shall be determined by dividing the fortnightly salary by 75.

## 8. DEMOCRACY PARTICIPATION

All union members covered by this Agreement who were employed by PSIS at 17 May 2005 will be paid a one-off payment of \$225 gross (pro rated for part-time employees). By receiving this payment union members and Finsec agree to PSIS passing on the terms and conditions of this Agreement (except this payment) to non-union staff whose positions are covered by this Collective Agreement.

## 9. HOURS OF WORK

9.1 Subject to paragraph 9.2, the ordinary hours of work shall not exceed 7.5 per day and 37.5 per week, exclusive of meal times, to be worked between 7am and 10pm Monday to Sunday inclusive, provided that the employee has two consecutive days off work. The parties will record the employee's agreed hours of work by letter.

9.2 By mutual agreement the employee and PSIS may vary the daily hours or days of work without overtime being payable, provided that the applicable overtime or penal rate will apply after 37.5 hours of work per week. If there is a proposed change to daily hours or days of work, then:

9.2.1 The request to change must be initiated in writing; and

9.2.2 As much notice as is practical, and at least 2 weeks when the proposed change is permanent, should be given; and

9.2.3 In a situation where an employee is being asked to permanently change their hours, they should be offered Finsec support in these discussions; and

9.2.4 The employee must fully inform the employer of relevant issues, such as (but not limited to) family and care-giver needs and travel arrangements; and

9.2.5 Each party must participate in good faith through full and open discussion; and

9.2.6 If a change in hours or days of work is to be implemented, this will be recorded in writing; and

9.2.7 Neither party will unreasonably withhold agreement to such changes.

In consultation with Finsec, the employee can waive the process outlined above.

9.3 An employee's hours or days of work cannot be changed without the employee's agreement in writing.

## 10. MEAL AND REFRESHMENT BREAKS

10.1 Full time employees shall be allowed an unpaid meal break of an hour to be taken after 3 (three) hours from commencing work. This provision shall not apply to employees employed for five hours a day or less.

10.2 No employee shall be required to work for a longer period than three and a half hours without a refreshment break.

- 10.3 Full time employees shall be entitled to a break of fifteen minutes morning and afternoon from work for refreshments.
- 10.4 Part time employees shall be entitled to a refreshment break from work of fifteen minutes for each work period of three hours duration.
- 10.5 PSIS shall supply hot water, tea, coffee, milk and sugar free of charge during the meal and refreshment breaks.
- 10.6 By mutual agreement with the individual employee concerned the lunch hours or evening meal hour may be reduced or dispensed with. Compensating time off shall be allowed at the beginning or end of the same day. If this is not arranged by PSIS, overtime shall be paid.

## 11. **OVERTIME**

- 11.1 Subject to clause 9.2, overtime shall be deemed to be any time worked (excluding work on a public holiday) outside ordinary hours of work as defined in clause 9.1.
- 11.2 Where overtime is worked Monday to Friday (excluding work on a public holiday) it shall be paid at time and a half. No overtime is payable on a Saturday or Sunday as penal rates are paid for weekend work.
- 11.3 For the purpose of calculating overtime any overtime under half an hour shall count as half an hour and if over half an hour but under one hour as one hour worked.
- 11.4 All overtime is to be pre-authorized and claimed within the fortnight in which it is earned.
- 11.5 Part-time employees employed as at the date of signature of this Agreement will be entitled to overtime for any work after 5.15pm Monday to Friday. Part-time employees employed on or after date of signature of this Agreement will not be entitled to overtime payments until they have worked in excess of either 37.5 hours per week or 7.5 hours on any day. A part-time employee may refuse to work additional hours.
- 11.6 Overtime shall be calculated on a daily basis.

## 12. **PENAL RATE FOR WEEKEND WORK**

- 12.1 Any hours worked on a Saturday (excluding work on a public holiday) will be paid at the penal rate of time and a half the ordinary rate of pay.
- 12.2 Any hours worked on a Sunday (excluding work on a public holiday) will be paid at the penal rate of double time the ordinary rate of pay.
- 12.3 No overtime is payable for weekend work as penal rates apply.

**13. CALL OUTS**

Employees required by PSIS to respond to call outs shall be paid a minimum of two hours pay at the appropriate rate provided that more than one call out within the same two hour period shall for the purpose of this clause be deemed to be one call out.

**14. EXTENDED HOURS AND MEAL MONEY ENTITLEMENTS**

14.1 Where practical, 5 (five) hours notice shall be given on the same day to any employee required to work extended hours.

14.2 Meal money of \$10.30 will be paid where:

14.2.1 A full-time employee is required to and does work two (2) hours or more beyond their scheduled completion time; or

14.2.2 An employee works in excess of five (5) hours on a public holiday; or

14.2.3 An employee works in excess of five (5) hours on a day, provided that the employee has already worked five (5) days (at least 7.5 hours each day) in that week.

14.3 Meal money shall be paid as an allowance included in the pay following the day it becomes payable.

**15. CASUAL EMPLOYEES**

15.1 Casual employees shall be paid in accordance with the rate prescribed in clause 7 plus 10%. This payment recognises the fact that work is required at short notice. Payments for annual holidays are additional to this payment.

15.2 An employee shall be deemed to be a casual employee when employed for less than sixteen consecutive working days at any one engagement.

**16. PART-TIME EMPLOYEES**

16.1 Employees may be engaged on a part-time basis.

16.2 A part-time employee is one whose ordinary hours of employment are less than the ordinary hours of work prescribed under clause 9 of this agreement.

16.3 A part-time employee may be employed regularly on one or more days in any week.

16.4 Part-time employees shall be paid not less than pro rata the appropriate scale rate.

16.5 A part-time employee, part of whose ordinary hours of work fall on a day prescribed by this agreement as a holiday, shall be allowed such holiday and paid for the number of hours usually worked on that day of the week.

16.6 The provisions of this clause shall not be used for the purpose of reducing the hours of work of any employee.

## 17. PAYMENT OF WAGES

- 17.1 All wages shall be paid fortnightly by direct credit to the employee's bank or PSIS account.
- 17.2 Employees shall be supplied with a pay advice setting out the calculation of the wages paid together with any deductions made.
- 17.3 PSIS may take a rateable deduction from the wages due to an employee for any time lost by the employee through sickness (other than as provided under clause 21), accident or default. Such deductions must be made in the pay period of, or the pay period following, any such absence.
- 17.4 In the event of any overpayment of monies to any employee, PSIS may recover the amount of overpayment, provided the employee is given notification of:
- 17.4.1 The intention to recover the payment; and
- 17.4.2 The amount to be recovered; and
- 17.4.3 Full explanation of the reasons for overpayment.

Any overpayment shall (with the employee's agreement) be deducted from the next fortnightly pay or failing such agreement, repayment shall not exceed 10% of the total overpayment to be deducted from subsequent fortnightly payments of salary. Provided further that where an employee considers the repayment schedule proposed by PSIS would be too onerous because of their particular financial circumstances then the employee's proposal for repayment will be agreed by PSIS.

## 18. PUBLIC HOLIDAYS

- 18.1 Subject to clause 18.2, an employee will be entitled to the following public holidays off work:
- Christmas Day, Boxing Day, New Year's Day, 2 January, Good Friday, Easter Monday, ANZAC Day, Labour Day, the birthday of the reigning sovereign, Waitangi Day, the day of the anniversary of the province.
- 18.2 An employee will only be paid for work completed on a public holiday where their manager has agreed that the employee will work on that day.
- 18.3 Where a public holiday falls on a day that would otherwise be a working day for the employee, and the employee does not work on that day, the employee will be paid their relevant daily pay (their normal salary) for that day.
- 18.4 Where a public holiday falls on a day that would otherwise be a working day for the employee, and the employee works on that day, the employee will be paid the greater of their salary for the day or double time of their ordinary pay rate equivalent to the number of hours (or part thereof) worked. Penal rates for weekend work and overtime will not be paid in addition to the public holiday double time rate. The employee will also be granted an alternative day's holiday on pay.

- 18.5 Where a public holiday falls on a day that would not otherwise be a working day for the employee, and the employee works on that day, the employee will be paid the greater of their salary for the day or double time of their ordinary pay rate equivalent to the number of hours (or part thereof) worked. Penal rates for weekend work and overtime will not be paid in addition to the public holiday double time rate. No alternative day's holiday will be granted.
- 18.6 Any alternative holiday will be taken at a time agreed between the employee and their manager. The employee must give their manager at least 14 days notice of their intention to take an alternative holiday. If agreement on the timing of an alternative day cannot be reached within 12 months of it falling due, PSIS can direct an employee to take the alternative day on 14 days notice.
- 18.7 Payment for public holidays and any alternative days will be paid in the pay period that relates to the observed public holiday or when the alternative day is taken.
- 18.8 Where the Employee has agreed to work on a public holiday but does not work because the Employee:
- 18.8.1 becomes or remains sick or injured; or
  - 18.8.2 has a spouse who becomes or remains sick or injured; or
  - 18.8.3 suffers or has suffered a bereavement;
- then this day will be treated as a public holiday and not a sick or bereavement leave day (as the case may be). Accordingly, the employee will be paid their ordinary pay for the day, and will not be entitled either to be paid double time or to receive an alternative day off work.

## 19. ANNUAL HOLIDAYS

- 19.1 An annual holiday of three weeks and two (2) days on full pay shall be granted to each full-time worker (pro-rated for part-time employees) under this agreement on completion of each year of employment. Such annual holiday is to be exclusive of public holidays provided for in clause 18 of this agreement and shall be allowed in two periods. Subject to the notice period required for the pay system, workers, if they so request, shall be paid for the annual holiday on or before its commencement. Holidays shall be calculated in accordance with the provisions of the Holidays Act 2003 and its amendments.
- 19.2 Upon completion of 6 years continuous employment with PSIS, each full-time employee shall for the seventh and subsequent years be entitled to an annual holiday of four weeks and three (3) days (pro-rated for part-time employees) instead of three weeks and two (2) days (pro-rated for part-time employees) as provided in subclause 19.1 hereof. The third and fourth week's holiday may be taken in conjunction with or separately from the first two weeks as PSIS may decide but as far as possible to meet the wishes of the employee. The additional holiday shall be paid in terms of subclause 19.1 hereof.

- 19.3 Any employee entitled to four weeks and three days annual holiday under subclause 19.2 whose employment terminates prior to the completion of their year of entitlement shall receive in addition to all other amounts due an amount equal to nine point two percent (9.2%) of their gross earnings for that period.
- 19.4 Payment of annual holidays shall be on the basis of the employee's average weekly taxable earnings for the year (or less period where applicable) immediately preceding their annual holiday entitlement provided that in no case shall the holiday pay be less than the employee's ordinary weekly pay at the time of taking the holiday.
- 19.5 An employee shall not be required to go on annual holidays on less than one month's notice except on their own request or except in the case of exceptional circumstances when mutual arrangements may be made.
- 19.6 Any employee with an excess of 5 days annual holiday at 1 November may be required to go on annual holidays on no less than two weeks notice.

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

- 20.1 Employees employed on or after 1 April 1990 will receive the following long service leave entitlement:
- 20.1.1 One special holiday of two weeks after the completion of 10 years continuous employment and before the completion of 20 years continuous employment with PSIS;
- 20.1.2 One special holiday of three weeks after the completion of 20 years continuous employment and before the completion of 30 years continuous employment with PSIS;
- 20.1.3 One special holiday of four weeks after the completion of 30 years continuous employment with PSIS and before the completion of 40 years continuous employment with PSIS.
- 20.2 Employees employed prior to 1 April 1990 shall be entitled to special holidays as follows:
- 20.2.1 One special holiday of three weeks after the completion of 15 years continuous employment and before the completion of 25 years continuous employment with PSIS;
- 20.2.2 One special holiday of four weeks after the completion of 25 years continuous employment and before the completion of 35 years continuous employment with PSIS;
- 20.2.3 One special holiday of five weeks after the completion of 35 years continuous employment and before the completion of 40 years continuous employment with PSIS;
- 20.2.4 One special holiday of six weeks after the completion of 40 years continuous employment with PSIS.

- 20.3 All such special holidays provided for in subclause 20.1 and 20.2 of this clause shall be on ordinary weekly pay as defined in the Holidays Act 2003 and its amendments and may be taken in one or more periods and at a later time or times as may be agreed by the employer and the employee.
- 20.4 If an employee having become entitled to a special holiday leaves their employment before such holiday has been taken they shall be paid in lieu thereof.

## 21. SICK LEAVE

- 21.1 Employees employed on or after 1 April 1993 will receive the following sick leave entitlement:

21.1.1 On completion of 3 months current continuous employment with the employer the employee shall be entitled to 7 days paid sick leave.

21.1.2 On completion of 12 months current continuous employment with the employer the employee shall be entitled to an additional 10 days paid sick leave.

21.1.3 On completion of 24 months current continuous employment and for each complete year of employment thereafter the employee will be entitled to 10 days paid sick leave.

21.1.4 Sick leave may accumulate by carrying forward unused sick leave entitlement from one year to another, up to a maximum of 50 working days.

- 21.2 Employees employed prior to 1 April 1993 will receive the following sick leave entitlement:

Length of Employment	Aggregate period on full pay in consecutive days
Up to 3 months	7 days
Over 3 months and up to 6 months	14 days
Over 6 months and up to 9 months	31 days
Over 9 months and up to 5 years	46 days
Over 5 years and up to 10 years	92 days
Over 10 years and up to 15 years	183 days
Over 15 years and up to 25 years	275 days
Over 25 years	365 days

- 21.3 Sick leave shall not be paid in respect of any public holiday provided under clause 18 or annual holiday provided under clause 19.

- 21.4 Sick leave shall be paid at ordinary time rate in accordance with the number of hours normally worked on the day of absence subject to a maximum of the number of ordinary hours prescribed under clause 9.1 of this Agreement.

- 21.5 Payment shall not be made in respect of periods covered by Accident Compensation. Provided that where ACC payments are less than the employee's ordinary wage the difference shall be made up from the employee's unused sick leave entitlement.

- 21.6 PSIS may require any employee to provide their manager with proof of sickness or injury (including a medical certificate) to support any sick leave absence:
- 21.6.1 in excess of three consecutive calendar days; or
  - 21.6.2 within three consecutive calendar days, if PSIS suspects, on reasonable grounds, that the leave request is not genuine. In this case PSIS will inform the employee of their suspicion and the requirement for the employee to obtain the proof, and will pay the cost of obtaining the proof of sickness or injury so required.
- For clarity, PSIS will not pay the cost of the employee obtaining the proof of sickness or injury under 21.6.1.
- 21.7 If PSIS requires a medical certificate, this certificate must state that the employee has / the dependant person has, been examined by a doctor and the employee is / the dependant person is, in the doctor's opinion, not fit to attend work / requires home care because of sickness or injury.
- 21.8 PSIS may require an employee to attend a medical examination by a doctor of its choice (or specialist / health professional to whom the employee is referred by the doctor) in respect of absences associated with sickness or other health related concerns. This includes, but is not limited to, where the employee is returning to work after a period of leave for health-related reasons (whether on sick leave or leave without pay). Such costs incurred shall be met by PSIS. PSIS will not exercise this right without good cause.
- 21.9 Where an employee is unable to attend work through sickness they shall, where practicable, personally notify their supervisor within 30 minutes of normal starting time.
- 21.10 The provisions of this clause are inclusive of and not in addition to the sick leave provisions contained in the Holidays Act 2003.

## 22. **DOMESTIC LEAVE**

- 22.1 Where an employee has unused sick leave entitlement, leave on ordinary pay of up to five days per year shall be granted to an employee who finds it essential to stay at home in the event of the illness of their partner, child, parent, brother, sister, grandparent, grandchild, niece, nephew, or the employee's partner's parent, brother, sister or grandparent. Such leave shall be treated as though it were due to the employee's own sickness and shall be taken subject to the following conditions:
- 22.1.1 Leave shall be set off against the employee's sick leave entitlement.
  - 22.1.2 The employee shall ensure that notice is given to the employer on the first day of absence.
- 22.2 In cases where an employee finds it necessary to take more than 5 days domestic leave, reasonable additional leave, if necessary without pay, may be granted at the employer's discretion.
- 22.3 The employer may require an employee to produce a medical certificate in respect of an absence on Domestic Leave.

22.4 The provisions of this clause are inclusive of and not in addition to the sick leave provisions contained in the Holidays Act 2003.

### 23. **BEREAVEMENT LEAVE**

23.1 Subject to satisfactory proof being produced employees shall be allowed bereavement leave of up to three days on ordinary pay on the death of the employee's partner, child, parent, brother, sister, grandparent, grandchild, niece, nephew or the employee's partner's parent, brother, sister or grandparent and on any other occasion on which the employer accepts that on the death of any other person the employee has suffered a bereavement or in any special case where the employee is required to take full responsibility for funeral arrangements.

23.2 Additional bereavement leave to accommodate special bereavement needs may be granted at the discretion of the employer.

23.3 The provisions of this clause are inclusive of and not in addition to the bereavement leave provisions contained in the Holidays Act 2003.

### 24. **PARENTAL LEAVE**

24.1 The Parental Leave and Employment Protection Act (1987) and the Parental Leave and Employment Protection (Paid Parental Leave) Amendment Act 2002 shall apply to employees covered by this agreement who are due to become parents either by birth or adoption of a child not more than 5 years old.

24.2 The Parental Leave and Employment Protection Act (1987) provides employees an entitlement to unpaid parental leave (being comprised of maternity leave of up to 14 weeks, special leave of up to 10 days, paternity leave of up to 2 weeks and extended leave of up to 52 weeks maximum) provided the employee:

24.2.1 has been employed by PSIS for at least an average of 10 hours per week over

- 24.2.1.1 the immediately preceding 12 months; or
- 24.2.1.2 the immediately preceding 6 months; and

24.2.2 has not taken parental leave within the past 12 months; and

24.2.3 has made application in writing, stating the date on which leave is to begin and how long it is to last; and

24.2.4 such application is submitted no later than 3 months prior to the expected delivery or adoption date; and

24.2.5 that in the case of pregnancy, female employees do submit a certificate from a registered medical practitioner certifying pregnancy and stating the expected delivery date.

24.3 The Parental Leave and Employment Protection Act (1987) further provides that within 21 days of receiving an application for parental leave from an employee, the employer must advise the employee:

24.3.1 whether the employee is entitled to take leave; and

24.3.2 whether the employee's position can be kept open; and

24.3.3 what the employee's rights are under the Act.

24.4 The Parental Leave and Employment Protection Act (1987) further provides that an employee whose job is kept open must give the employer, at least 21 days before the end of Parental Leave, written notice stating whether the employee intends to return to work from Parental Leave.

*Note: This is provided to clarify entitlements under the Parental Leave and Employment Protection Act (1987) and is not intended to replace any provisions of that Act. Female employees may also be entitled to Government payments for maternity leave under the Parental Leave and Employment Protection (Paid Parental Leave) Amendment Act. See your manager or Union delegate for more information.*

## 25. JURY SERVICE

25.1 Where an employee is obliged to undertake jury service the difference between the fees paid by the Court and the employee's ordinary daily pay shall be made up by PSIS provided:

25.1.1 That the employee produces the Court expenses voucher to PSIS; and

25.1.2 That the employee returns to work immediately on any day they are not actually serving on a jury.

These payments shall be made for up to a maximum of five days in respect of each separate period of jury service.

## 26. TRANSPORT ALLOWANCE

26.1 In cases where an employee is required by PSIS to use their own motor car or motor cycle on PSIS business other than transfers where clause 29.2 applies an allowance as follows shall be paid by PSIS to the employee:

26.1.1 For a motor car: 58.9 cents per kilometre for the first 100 kilometres of any single journey. Thereafter, a rate of 30 cents per kilometre shall apply. A "single journey" is one to and from a destination which is completed within a 24 hour period.

26.1.2 For a motor cycle: 20.9 cents per kilometre.

26.1.3 For a power cycle: 11.2 cents per kilometre.

26.2 In the case of a motor car or motor cycle the employee shall complete an expense form showing details of the running and mileage.

## **27. TERMINATION OF EMPLOYMENT**

- 27.1 For permanent employees not less than two weeks' notice of termination of employment will be given by either the employee or PSIS. For casual employees not less than one week's notice of termination of employment will be given by either the employee or PSIS.
- 27.2 Where the employee does not work out the notice period PSIS may deduct the value of the notice not worked from the employee's final pay.
- 27.3 Nothing in this clause will prevent the summary termination of employment, without notice, for serious misconduct.
- 27.4 The period of notice is exclusive of the whole or any part of any annual holidays.
- 27.5 In cases of serious misconduct, PSIS may suspend an employee pending a disciplinary investigation and meeting, provided that:
- 27.5.1 the employee is consulted on any suspension before it is imposed; and
  - 27.5.2 the suspension is for no longer than is necessary; and
  - 27.5.3 the suspension is on pay, provided that suspension in excess of two (2) weeks will be without pay.

## **28. ABANDONMENT OF EMPLOYMENT**

Where an employee is absent from work for more than three working days without notification to the employer then that employee shall be deemed to have terminated employment without notice. It is the duty of the employer and employee to make all reasonable efforts to contact each other during this period. Further, where through no fault of the employee it was impossible to notify PSIS the employee shall not be deemed to have abandoned their employment. In the event of any dispute the question shall be referred to the disputes procedure in accordance with clause 40.

## **29. RELOCATION AND RELIEVING PROVISIONS**

- 29.1 An employee required to transfer from one town to another shall be paid the fare and ordinary removal expenses to the place of transfer.
- 29.2 An employee required to work or relieve elsewhere than where usually employed shall be paid additional travelling expenses incurred. If it is necessary for the employee to obtain living accommodation at the place where the relieving is to be performed the expenses of such accommodation shall be borne by PSIS. An employee who is required to relieve at another worksite shall be paid an allowance of \$5.00 per day while so required to relieve to compensate for additional personal costs and time in relieving.
- 29.3 Any employee required by PSIS to take business trips which involve absence from their customary place of abode shall be paid travelling fares and all reasonable accommodation expenses whilst so engaged.

## 30. REFERENCES

Each employee on leaving or being discharged from employment shall on request be given within 24 hours a certificate in writing stating the position held and the length of service. PSIS management may provide oral references on request.

## 31. HEALTH AND SAFETY

31.1 The parties to this Agreement acknowledge their shared responsibilities under the Health and Safety in Employment Act 1992 (and amendments) for ensuring a healthy and safe work environment.

31.2 The obligations of all employees include (but are not limited to):

31.2.1 Following all safe work procedures, rules and instructions; and

31.2.2 Taking reasonable care for their own health and safety and that of others who may be affected by what they do and don't do; and

31.2.3 Promptly reporting to the appropriate person any pain or discomfort, accidents, hazards or near-misses as they arise in the work place.

31.3 The obligations of PSIS for providing and maintaining a safe work environment, include (but are not limited to):

31.3.1 Enabling accurate and timely reporting and recording of all incidents, injuries and hazards; and

31.3.2 Ensuring adequate protections from any health and safety hazards arising in the workplace; and

31.3.3 Encouraging staff participation in matters relating to health and safety.

## 32. FACILITIES

32.1 PSIS will provide tea and coffee making facilities and tables and chairs appropriate to the number of staff at each location.

32.2 PSIS will provide access to adequate ablution and toilet facilities at the location or the immediate proximity.

## 33. SAVINGS

No employee coming within the scope of this agreement shall have their salary or wages reduced or general conditions of employment worsened by the coming into operation of this agreement except where such change is the subject of specific claim and negotiation.

## 34. SECURITY

34.1 An employee required as part of their duties to carry coin or notes outside of PSIS premises shall be escorted and provided with a suitable satchel or bag.

34.2 An employee shall not be required to work at their place of work between the hours of 9.15pm and 7.00am without reasonable access to assistance (which will include access to a telephone).

**35. HARASSMENT**

The parties to this agreement acknowledge that sexual harassment, racial harassment, workplace bullying or victimisation in the work place are totally unacceptable.

**36. EMPLOYEE PROTECTION**

36.1 The employer will advise Finsec and the employee parties concerned at the earliest opportunity where the employer's business is to be sold to a new employer.

36.2 With the view to protecting employees bound by this collective agreement from being disadvantaged in the event of the work undertaken by them being contracted out or the business or part of the Company's business is sold or transferred to another organisation the company shall endeavour to take all practical steps that are available to it.

36.3 In meeting this obligation the company shall act in good faith at all times and shall consult with union representatives and employees affected. Options that will be considered are:

36.3.1 Redeployment within the Company;

36.3.2 Transfer to the new employer;

36.3.3 Negotiation with the new employer on future terms of employment.

**37. EQUAL EMPLOYMENT OPPORTUNITY**

37.1 The principle of equal employment opportunity is observed in making all appointments. Any person is eligible for employment, training and advancement with the PSIS based on merit and irrespective of sex, age, colour, race, marital status, religious belief, political opinion, family status, disability, employment status or sexual orientation.

37.2 The PSIS undertakes to comply with any prevailing equal employment opportunity legislation.

**38. REDUNDANCY**

38.1 Application:

38.1.1 This clause shall apply to staff employed by PSIS where it becomes necessary to terminate employment because a position becomes surplus to requirements.

38.1.2 This provision shall not apply to any employee who is employed on a casual or temporary basis or if a sale or transfer of part or all of PSIS occurs provided employees are offered continued employment with the new employer on substantially similar conditions as set out in this agreement.

38.2 Notification: Where PSIS declares an employee or employees redundant it shall notify the union and the affected employees in writing at least six weeks prior to the proposed termination of employment. Employees may be required to work the notice period or be paid for all, or part, of the notice period in lieu. The notice in this clause is inclusive of and not in addition to the notice contained in clause 27.

38.3 Job Interviews:

38.3.1 All employees under such notice will be given reasonable time off for job interviews without loss of pay.

38.3.2 An employee who finds an alternative position during the period of notice may, with the consent of PSIS, terminate his/her employment prior to the expiry of the notice period without forfeiting entitlement to redundancy compensation. Such consent will not be unreasonably withheld. In such cases the unworked portion of notice will not be paid.

38.4 Re-engagement: An employee who is made redundant and subsequently re-employed within a period of six months will receive the service entitlement existing prior to being made redundant less any for which payment was made at the time they were declared redundant.

38.5 Existing Loan Arrangements: Where an employee who has been declared redundant has a loan from PSIS and a concessional rate of interest is charged on that loan then that rate will continue for six months after the employee is made redundant and thereafter on the same basis as a loan to a member of PSIS. Where no concessional staff interest rate applies then the loan shall continue on the same basis as a member of PSIS. In neither event will PSIS foreclose or call up the loan provided the former employee continues to observe the terms and conditions of the loan.

38.6 Accumulated Long Service Leave: An employee who has been declared redundant shall be paid in addition to the other payments due in terms of this agreement the monetary equivalent of any long service leave entitlement provided that the employee has accumulated service to within five years of a long service leave entitlement step. Such payment shall be determined on the following formula:

$$\frac{\text{Number of Years Employed at PSIS}}{\text{Next LSL Step}} \times \frac{\text{Next LSL Entitlement (weeks)}}{1}$$

38.7 Redundancy Compensation: Employees declared redundant shall be compensated as follows:

38.7.1 seven weeks' salary for the first year of service, pro-rated for those with less than one year of service;

38.7.2 plus four weeks' salary for the second to tenth consecutive years of continuous service;

38.7.3 plus three weeks' salary for the eleventh to sixteenth consecutive years of continuous service;

38.7.4 plus two weeks' salary for each subsequent consecutive year of continuous service to a maximum of 25 years including the first year of service;

- 38.7.5 plus a pro-rated payment for each completed month of service in the final part year.
- 38.8 Where redundancy occurs as a result of the company selling the whole or part of the company, and the purchaser of the company offers the employee employment on no less favourable terms and conditions of employment, in the same or similar capacity, and treats the employee's service as continuous service with the new employer, no redundancy compensation shall be payable.
- 38.9 Redundancy compensation shall not be payable where an alternative position is available on no less favourable terms and conditions of employment in the same or a similar capacity and at another work site being no further than 25 kilometres in radius from the current work site, which the employee elects not to take.
- 38.10 Calculation of Payments: The payments prescribed in this agreement shall be calculated in the same manner as for annual holiday pay.
- 38.11 Reference: Employees shall be entitled to a Certificate of Service on request.
- 38.12 Disputes: Any dispute arising out of the terms of this clause shall be decided by two representatives of Finsec and two representatives of PSIS. If agreement is not reached the matter shall be referred to an independent arbitrator to be mutually agreed upon. In the absence of agreement as to an independent arbitrator the matter shall be dealt with under the disputes procedure of this agreement.

## **39 EMPLOYEE REPRESENTATION**

- 39.1 The employer will deduct union fees where the employee so authorises subject to the following provisions:
- 39.1.1 The deductions shall be made from the wages due each pay period.
- 39.1.2 The union shall notify PSIS of the level of deduction and of any subsequent changes thereto.
- 39.1.3 PSIS shall remit such subscriptions to the union on a quarterly basis.
- 39.1.4 PSIS shall not be responsible for any non-deduction through absenteeism or arrears.
- 39.2 The union may place notices on PSIS staff notice boards.
- 39.3 In accordance with section 26 of the Employment Relations Act the union shall have available to it up to two meetings of two hours per calendar year subject to the following provisions:
- 39.3.1 Subject to 39.3.2 of this clause employee union members who attend the meeting shall be paid at ordinary time rates. To qualify for payment the employee shall return to work as soon as practicable after the conclusion of the meeting and evidence shall be produced of attendance at the meeting.

39.3.2 PSIS shall be entitled to make a rateable deduction from weekly wages for all time lost which is in excess of the agreed meeting time of four hours per year.

39.3.3 Sufficient numbers of union members shall remain at PSIS premises to ensure business is maintained.

39.4 Authorised Finsec officials shall be granted access at reasonable times as mutually agreed.

#### 40. **EMPLOYMENT RELATIONSHIP RESOLUTION PROCESS**

40.1 Employment relationship problems include such things as personal grievances, disputes, claims of unpaid wages, allowances or holiday pay.

40.2 Full definitions of the kinds of employment problems that may arise are contained in the Employment Relations Act 2000 – see Part Nine of the Act. The following provides a broad description of the areas that are included:

##### **Personal Grievance**

A claim by an employee alleging unjustified dismissal, disadvantage, discrimination, sexual or racial harassment or duress. In the case of sexual or racial harassment an employee must advise her/his employer to allow them an opportunity to take whatever practical steps that are available to prevent a repetition of the harassment. A personal grievance does not include problems agreeing on variations to employment conditions (see sections 103 – 122 of the Act).

##### **Dispute**

A dispute over the interpretation, application or operation of an employment agreement. A 'dispute' may be initiated by either the employee or the employer or on their behalf by a representative.

##### **Wage Arrears**

A claim by an employee that they have not been correctly paid wages (or other money payable) required under an employment agreement or by law (see section 131 of the Act).

#### 40.3 **NOTIFICATION OF AN EMPLOYMENT PROBLEM**

Where an employee believes they have an 'employment problem', they must let their manager or another PSIS manager know, so the manager can try and resolve it then and there. The employee may involve their Finsec delegate or office in this process. In the case of a 'dispute' initiated by the employer the employer must advise the employee about it immediately.

#### 40.4 PERSONAL GRIEVANCES – WHEN TO RAISE ONE

40.4.1 Where an employee feels they have grounds for raising a personal grievance with the PSIS (for unjustified dismissal, unjustifiable disadvantage, discrimination, duress, sexual or racial harassment), then they must do so within 90 days of the action occurring, or the grievance coming to their notice unless there are exceptional circumstances. Otherwise the claim may be out of time and PSIS will not be obliged to consider it.

40.4.2 If the employee raises their grievance out of time, PSIS can choose to accept the late advice or to reject it, and therefore to not consider the grievance. Employees can ask the Employment Relations Authority to grant leave to raise the grievance out of time.

#### 40.4.3 Mediation Services

If an employment problem is not resolved the party initiating it may contact the Department of Labour Mediation Services for free assistance. Their number is in the phone book under “Labour, Department of” or phone 0800 800 863. The mediator will try to help both parties resolve the problem, but won’t make a decision as to who is right or wrong unless agreement is reached by both parties prior to the meeting.

#### 40.4.4 Employment Relations Authority

If the employment problem is still not resolved the next step is to apply to the Employment Relations Authority for assistance. This is a more formal step to take, and employees may choose to have representation. The Authority member will investigate the problem, and will make a decision. This decision can be appealed by either party to the Employment Court and then to the Court of Appeal.

#### 40.4.5 Representation

The employee is entitled to have Finsec representation. PSIS will work with the employee and their representative to try to resolve the problem. PSIS is also entitled to have a representative working on its behalf.

#### 40.4.6 Delays

In good faith both parties must deal with any employment problem promptly. Any unreasonable delays may prejudice the other party’s ability to properly respond to the employment problem claim.

#### 40.4.7 More Information

The employee may obtain free advice from the Department of Labour (Employment Relations Service) on **0800 800 863** or at [www.ers.dol.govt.nz](http://www.ers.dol.govt.nz)

**40.5 LABOUR INSPECTORS**

Subject to clause 40.3, if an employee thinks they are not being paid correctly or is having problems about sick leave or annual leave they can ring a Labour Inspector on 0800 800 863. They will help the employee sort the problem out by explaining the employees rights to them, and if necessary, taking action on behalf of the employee against their employer.

**40.6 DISPUTES**

If an employee has a dispute with their employer about the terms and conditions of this Collective Agreement they or the PSIS can ring the Mediation Service and they will help resolve the matter. If an employee rings the Mediation Service about a dispute they must also inform Finsec and the PSIS.

**40.7 HUMAN RIGHTS COMMISSION**

Subject to clause 40.3, if an employee thinks that they are being unlawfully discriminated against or sexually or racially harassed and they do not want to raise the matter with their employer directly, they can ring the Human Rights Commission on 0800 496 877 or the Race Relations Office. They can assist the employee with free, confidential advice. They also provide mediation and investigation services free of charge.

**41. TERM OF AGREEMENT**

This agreement shall be deemed to have come into force on the first day of the pay period on or after the date of signature of the agreement, and this shall continue in force until the day of 31 March 2006.

**42. SETTLEMENT**

Signatures below record the agreement of the parties to this Agreement.

**PSIS**

.....

Girol Karacaoglu  
Chief Executive

...../...../.....  
Date

**Finsec**

.....

Bella Pardoe  
Organiser

...../...../.....  
Date