

**Access**  
community health  
Hauora Tara-Ā-Whare



**Access Community Health/Hauora Tara-a-  
Whare**

**E Tū and Public Service Association**

**COMMUNITY SUPPORT WORKER**

**COLLECTIVE EMPLOYMENT AGREEMENT**

**1 October 2023 to 30 September 2024**

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## 1. OPERATION OF THIS AGREEMENT

### 1.1. Parties

The parties to this collective employment agreement are:

- Access Community Health/Hauora Tara-a-Whare (“the Employer”)
- The New Zealand Public Service Association (PSA): Te Pukenga Here Tikanga Mahi Incorporated and E Tū Incorporated (E Tū) (“the Union” or “the Unions”).

### 1.2. Coverage

This collective agreement shall cover support workers, senior support workers, and advanced support workers employed by the employer, who chose to be a member of the PSA or E Tū and any other employees employed to carry out substantially the same or similar work who may be employed in an alternative job title who are or have become union member.

Coverage of this document is also extended to include all other future acquisitions by Access Community Health. The parties may wish to agree transition provisions for those members who are part of future acquisitions, depending on terms and conditions at their employment.

### 1.3. Term

This collective agreement will commence on 1 October 2023 (‘the Commencement Date’), and will expire 12 months after the Commencement Date, on 30 September 2024.

### 1.4. Variation to agreement

Any or all the provisions of this Collective Agreement may be varied by agreement between the parties. Variations will be ratified by union members affected by the changes, using the appropriate union ratification procedure.

Where agreement on a variation is reached between the parties, the variation will be set out in writing and attached to this Collective Agreement.

### 1.5. Definitions

**“Permanent Worker”** means a part-time or full-time employee who works a set number of guaranteed hours per fortnight. A permanent worker is employed for an indefinite term and has an ongoing expectation of employment i.e. is not fixed term or casual as defined below and taking into account clause 4.4 of this CEA.

**“Casual Employee”** means an employee who has no set hours or days of work and who is normally asked to work as and when required. This would normally be in the case of covering staff leave and absenteeism or short notice or short-term client assignments.

**“Fixed Term Employee”** means an employee employed on a full or part-time basis for a specified period, project or event (e.g. family carers with one specified client, or to replace an employee who has taken leave). A fixed term employee shall be employed for a fixed term relating to either time or completion of the work task and shall have guaranteed hours during this project, event or leave period. There is no expectation of ongoing employment at the end of the fixed term.

**“Regular Clients”** means clients who require ongoing support on an open-ended basis or receive support for longer than 6 weeks.

**“Guaranteed Hours”** means the base (minimum) number of hours a support worker is employed for and guaranteed on an ongoing basis. This will be the minimum numbers of hours they will be rostered for work on a weekly/fortnightly basis as agreed and recorded in the section 61 letter of offer or subsequent variation.

**“Split Shift”** means two periods of work on the same day which are separated by more than 30 minutes (including travel time).

### 1.6. Advanced Support Worker

Employees who have been formally appointed as Advanced Support Workers by Access may have individual terms and conditions which are different to those in this collective agreement, including duties, hours of work and payment for travel, and which apply in the performance of their Advanced Support Worker role in place of the corresponding provisions of this collective agreement. The Parties acknowledge that these individual terms and conditions are not inconsistent with the collective agreement.

## 2. NEW EMPLOYEES

- a) The employer will provide new employees who fall within the coverage clause of this agreement with information about the unions. The information to be provided will be supplied by the unions and included in orientation packs by the employer.
- b) The unions and their delegates shall have the opportunity to meet new employees who indicate that they would like to meet with a union representative.
- c) New employees will be employed on an individual employment agreement and they will be provided with a copy of the collective agreement and where the employee joins the union(s) they will automatically be covered by the collective agreement.

### 2.1. Induction

- a) Attendance at an Access Community Health Induction is required.
- b) Once an offer letter is received all prospective new employees will attend a two-hour administration session. All Access Community Health new employee documentation will be completed at this session including their employment agreement.
- c) New employees complete a one-day (4 to 6 hour) training session. The unions shall be advised of induction & training dates and provided with an opportunity to meet new staff and explain the benefits of Union membership. As much notice as possible will be given to the Union(s) to enable them to attend, whether in person or online.
- d) The new employee will then be placed with a buddy for up to ten hours of paid work experience.
- e) A form asking the employee if they do not want the union(s) to be forwarded their contact details is included in the induction pack. Where they don't opt out responses are then forwarded to the appropriate union.

## 2.2. Criminal Convictions

- a) Employment as a support worker is dependent upon the result of a criminal conviction check with the Police Vetting Authority that is acceptable to Access Community Health.
- b) Staff employed under this agreement acknowledge that they have disclosed to Access Community Health all material facts relating to charges pending and conviction history, because they will be working with vulnerable Access Community Health clients.
- c) Failure to provide accurate information may result in termination with notice as provided in clause 10 of this agreement. Each situation shall be considered on a case by case basis and subject to a fair process.
- d) Staff employed under this agreement agree to keep Access Community Health informed of any criminal proceedings that might affect their employment with Access Community Health.
- e) Staff employed under this agreement may be required to undergo a 3 yearly police check provided the worker provides written consent to enable this check. Where convictions are identified that are of a concern to Access Community Health, this may result in termination of employment, subject to a fair process.

## 2.3. Supporting best performance

- a) The Employer is committed to supporting the best performance of every Support Worker and shall ensure that adequate instruction and training is given to enable them to perform their work.
- b) Where there are any concerns about a Support Worker's performance of their tasks, duties or responsibilities (see clause 3 The Community Support Worker Role) the Employer will meet with the Support Worker and will discuss the concerns.
- c) Key outcomes will be recorded in writing and made available to the Support Worker and their union representative, whom the Support Worker is entitled to have present as their representative during any meetings to discuss the Support Worker's performance.
- d) The types of things that the Employer may raise could include (but are not limited to):
  - Regular work attendance
  - Days and hours of work as agreed during recruitment process
  - Ability to carry out assigned duties
  - Care of employer's property, vehicles and equipment
  - Ability to work as a team member
  - Willingness to carry out assigned duties where the Support Worker has been trained and assessed as capable of carrying out those duties
  - Carrying out safe work practices
  - Care of clients' property and equipment
  - Having a responsible and friendly attitude toward the employer's clients/customers
- e) If the Support Worker's performance remains of concern following a first meeting, then a second meeting will be arranged to discuss the ongoing concerns and to ensure that the Support Worker clearly understands their obligations.
- f) No adverse decision about a Support Worker's performance will be made without the Support Worker being given a full opportunity to explain their position which the employer will consider

carefully before making any decision about the Support Workers continued suitability to the requirements of the role.



### **3. THE COMMUNITY SUPPORT WORKER ROLE**

#### **3.1. Tasks**

The tasks of a support worker include but are not limited to:

- Providing domestic assistance
- Assisting the service user with bathing or personal hygiene
- Providing night-time assistance
- Assisting a service user to bed
- Following the client support plan
- Sundry other tasks as are set out in this agreement, or as are reasonably directed by the employer.

#### **3.2. Duties and Responsibilities**

The duties and responsibilities of the support worker are to:

- Do the best they can to do their job well and to support their clients to be healthy, independent, happy and safe in their own homes.
- Be kind, polite and pleasant to their clients.
- Work within the scope and boundaries of their role.
- Work in a way that keeps themselves and others they work with healthy and safe.
- Always wear their Access Community Health photo ID badge when working.
- Wear a uniform where one has been issued and look clean and tidy while working.
- Maintain a commitment to observe health and safety principles.
- Maintain professional standards.
- Comply with all Access Community Health's policies and procedures.

#### **3.3. Location of work**

Support workers work in client homes. Support workers use their own transport to travel to and between the homes of their clients. Support workers are compensated for travel costs and travel time in accordance with clause 5.3 and as outlined in the fourth schedule of this agreement. They may also be required to come to the office or other locations within the area for meetings, training sessions and for alternative duties.

#### **3.4. Team Meetings**

Support workers will be invited to team meetings with their area coordinator on at least a quarterly basis to provide support and communication with support workers. Attendance at these meetings will be voluntary and paid.

## 4. HOURS OF WORK

### 4.1. Access Community Health hours of operation are:

- a)
  - i. 7am to 10pm, Monday to Sunday, with some services provided outside these hours.
  - ii. Access Community Health offices will be open to the public from 8am to 5pm Monday to Friday.
  - iii. Care Coordination support shall be provided in every region from 7am to 5pm Monday to Friday.
  - iv. An After-Hours service shall be available from 5pm to 10pm Monday to Friday and from 7am to 10pm Saturdays, Sundays and Public Holidays.
- b) Access Community Health will allocate new clients to existing support workers who are working less than full time hours on a fair and equitable basis rather than employing new staff.
- c) Access Community Health is committed to working towards increasing security of hours for support workers. The parties acknowledge that there will always be a need for some casual staff due to the nature of the work.
- d) Employees covered by this agreement may be required to work on the weekend and/or on public holidays where agreed.

### 4.2. Guaranteed Hours

Support workers with guaranteed hours will receive rosters 14 days in advance outlining when they will work their guaranteed hours and any additional hours agreed for that period at the time of the roster being provided. The roster will contain identified clients. However, where there is not a client to include within the hours scheduled 14 days in advance, an empty time within the guaranteed hours may be shown as a blank and will be paid time and may be filled during the roster period.

Note: changes may occur following the roster being provided consistent with the following clauses.

- a) Permanent support workers will be offered guaranteed hours which will be set to agreed times and days of the week within the usual fortnightly roster period. Support workers with guaranteed hours will have the agreed number of guaranteed hours specified in a separate letter of offer or section 61 letter, along with the base roster containing the agreed days and times for those guaranteed hours to be rostered within.
- b) Support workers with guaranteed hours will be expected to carry out any rostered work within the guaranteed hours at the days and times as agreed and recorded in the letter of offer/Section 61 letter.
- c) If a support worker cannot perform any rostered work within their guaranteed hours total, the support worker must advise the Coordinator as soon as possible, and it will likely mean the support worker will need to apply for leave (e.g. annual leave, lieu days). This will depend on the manager's discretionary decision in the circumstances. This does not include refusing work on the grounds of health and safety as per clause 4.5 safe working practices.
- d) Where the support worker and Coordinator (or manager) agrees, a rostered appointment may be changed to a different day or time. This will be considered on a case by case basis.

- e) Over a fortnightly roster period, if a support worker is not rostered for the total number of guaranteed hours during the days and times agreed, the support worker will be paid for their guaranteed hours at the applicable hourly rate (gross) and any additional hours worked.
- f) Travel time will not be included in the guaranteed hours calculations and will continue to be paid separately.

#### **4.3. Support Workers with Guaranteed Hours – Additional Hours**

Support workers with Guaranteed Hours may be offered additional work in addition to any guaranteed hours. A support worker will not be obliged to accept any additional hours offered.

Additional agreed hours are not guaranteed and will only be offered when Access Community Health has the additional work available. A support worker may decline any offer of additional hours, but once accepted by a support worker, they become “additional agreed hours” for the relevant fortnight roster period.

#### **4.4. Casual Support Worker**

Casual employees have no set hours or days of work and are normally offered work as and when required. This usually occurs in the case of covering staff leave and absenteeism or short notice, or short-term client situations. There is no obligation on Access Community Health to offer casual employees any amount of work, and there is no obligation on casual employees to accept any work offered.

Where offered and agreed prior to the roster period casual employee’s client visits will be recorded in a roster and may include any of the days Monday to Sunday inclusive (the working week), and including public holidays as agreed on a case by case basis.

There are no guarantees that a casual worker will continue to work for specific clients on an ongoing basis.

Access Community Health acknowledges that casual employees may be considered as having become permanent in circumstances where over time a regular pattern of work develops and there becomes a mutual expectation of employment continuity. Where this occurs either party can request a review.

When undertaking the review, the definition of “regular clients” in this agreement will be taken into account.

#### **4.5. Cancellation of work**

If a rostered appointment cancellation occurs within an employee’s Guaranteed Hours:

- a) Where a rostered appointment is cancelled (by any party other than the support worker) and Access Community Health receives 48 hours or less notice, Access Community Health will endeavour to find replacement work at the same time. The support worker will be expected to attend the new appointment as required, within their guaranteed hours. If replacement work is not available in these circumstances, the support worker will be paid as if the work had been completed at the applicable hourly rate (gross) for the cancelled appointment. It is agreed that this payment constitutes reasonable compensation for the cancellation of work.

- b) Where a rostered appointment is cancelled (by any party other than the support worker), and Access Community Health receives more than 48 hours' notice, Access Community Health will use its best endeavours to replace work with another appointment at the same day and time. In the event replacement work is found the support worker will be expected to attend the new appointment as required. If no replacement visit is available, the support worker will continue to be paid their guaranteed hours (and any additional hours they work) at their applicable hourly rate until such time as the process contained in clause 4.6 is completed.

If a rostered appointment cancellation occurs within an employee's Additional Agreed Hours:

Where a support worker has accepted additional hours, and there are subsequent cancellations to those agreed additional hours with 48 hours or less notice, Access Community Health will seek to find replacement appointments which the support worker will be expected to work if scheduled. If cancellation notice is 48 hours or less and replacement work is not able to be scheduled, Access Community Health will pay the support worker the applicable hourly rate for the cancelled appointment.

If notice of more than 48 hours is provided in the case of a cancelled appointment (during additional hours), the support worker can choose whether or not they will accept any replacement hours offered, and there will be no payment owing for the cancelled appointment. If Access Community Health cannot find replacement work in these circumstances, the support worker will not be paid for the cancelled additional work.

#### 4.6. Permanent Changes in Guaranteed Hours

If a support worker's Regular Clients change and replacement work is not available, Access Community Health will take all reasonable steps to find replacement work for the support worker before proposing any reduction to the support worker's guaranteed hours.

If Access Community Health proposes to reduce a support worker's guaranteed hours, Access Community Health will consult with the support worker over a period of at least a week. Following consultation, if the support worker's guaranteed hours are to be reduced, the support worker will be given two weeks' notice before any change happens. The support worker will continue to be paid for their guaranteed hours during the consultation and notice period.

If during the consultation period the support workers previously agreed days and times change, this along with any changes in the support workers number of guaranteed hours will be recorded in an updated section 61 letter and signed off by the worker and an Access Community Health representative.

**If a support worker works an average of 5 or more additional hours per week for more than 6 weeks, by mutual agreement these additional hours should become guaranteed hours, and the section 61 letter will be varied accordingly.**

#### 4.7. Safe working practice

Access Community Health will not assign support workers to work which would be unsafe for the support worker. A documented unsafe environment constitutes good reason for refusing to work for a particular client. A support worker who encounters an unsafe environment shall document this through incident forms.

#### 4.8. Breaks

- a) Rest breaks will normally be taken and are paid time.
- b) Calculation of entitlement to rest and meal breaks
  - i. If an employee's work period is two hours or more but not more than four hours, the employee is entitled to one 10-minute paid rest break.
  - ii. If an employee's work period is more than four hours but not more than six hours, the employee is entitled to:
    - i. One 10-minute paid rest break; and
    - ii. One 30-minute meal break.
  - iii. If an employee's work period is more than six hours but not more than eight hours, the employee is entitled to:
    - i. Two 10-minute paid rest breaks; and
    - ii. One 30-minute meal break,
  - iv. If an employee's work period is more than eight hours, the employee is entitled to:
    - i. The same breaks as specified in subsection (iii); and
    - ii. The breaks as specified in subsections (i) and (ii) as if the employee's work period had started at the end of the eighth hour.
- c) Breaks are to be taken at agreed times or as per the relevant section of the Employment Relations Act.
- d) Support worker may claim reasonable mileage related to a meal break between clients as per clause 5.3 and detailed in the fourth schedule of this agreement.

Note: other than taking a meal or rest break any gap in work (work includes travel time) of less than 30 minutes is still deemed to be continuous time.

## 5. REMUNERATION

### 5.1. Wages

Pay Scale A below, applies from the Commencement Date to Support Workers, and Pay Scale B applies from 30 October 2023.

Level	Qualifications or Service	Pay Scale A Commencement Date	Pay Scale B 3% Increase 30 October 2023
1	L0 <u>or</u> <3 years' service	\$22.49	\$23.38
2	L2 <u>or</u> 3+ years' service	\$24.06	\$24.78
3	L3 <u>or</u> 8+ years' service	\$26.16	\$26.94
4b	Reaches 12+ years' service after 1 July 2017 with no L4*	\$27.20	\$28.02
4	L4* <u>or</u> 12+ years' service on 1 July 2017	\$28.25	\$29.10

On receipt of funding from all three funding agencies (Whaikaha, Te Whatu Ora and ACC) for back pay of the Pay Scale B rates to 1 July 2023, a one off lump sum payment will be made to each Support Worker equal to the difference between the amount paid to them for the period from 1 July 2023 to 30 October 2023, and the amount they would have received if Pay Scale B had applied from 1 July 2023.

\*"Qualifications" are the New Zealand Certificates in Health and Wellbeing (Level 2-4) issued by NZQA or a qualification (whether from New Zealand or overseas) that is recognised by Career force as being equivalent to these certificates.

"Service" only applies to those already employed at 1 July 2017 and is continuous employment with the current employer including service recognised as continuous for the purpose of transferring worker. For clarity those care, and support workers employed after 1 July 2017 will enter and progress through the pay scale on the basis of qualifications only and will not progress based on service.

Union members can be placed on a higher step on the scale on a case by case basis.

### **Pay Rate Progression for Existing Care and Support Workers**

All existing care and support workers on 1 July 2017 will enter the pay scale on the basis of either service or qualifications, whichever gives them the higher pay rate.

Progression through the pay scale following 1 July 2017 will occur immediately when a worker passes a service step or attains the applicable qualification as set out below:

- Progression to Level 2 will be on achieving the Level 2 qualification or after the completion of 3 years current continuous service.
- Progression to Level 3 will be on achieving the Level 3 qualification, or after 8 years current continuous service.
- Progression to Level 4 will be on the achieving the Level 4 qualification.
- Progression to Level 4b will be on reaching 12 years services but have not yet achieved a Level 4 qualification.

### **Pay Rate Progression for Care and Support Workers employed after 1 July 2017**

- Progression to Level 2 will be on achieving the Level 2 qualification.
- Progression to Level 3 will be on achieving the Level 3 qualification
- Progression to Level 4 will be on achieving the Level 4 qualification (Level 4b does not apply to staff employed after 1 July 2017)

### **Employer to Ensure Care and Support Workers are able to gain qualifications**

The employer must take all reasonably practicable steps to ensure workers attain the following NZ Health and Wellbeing Certificate (or their equivalent) qualifications within the following maximum time periods:

- Level 2 Certificate – within 12 months of commencement of employment
- Level 3 Certificate – within 3 years of commencement of employment
- Level 4 Certificate – within 6 years of commencement of employment

NOTE: for employees who have reached the maximum time periods on or within 12 months of 1 July 2017 the employer will ensure they have the opportunity and support to attain the qualifications as a priority and within reasonable timeframes as agreed with the union.

Where the employer has not taken all reasonably practicable steps for employees to attain the qualifications within the time frames specified above (or with reasonable timeframes for existing staff as agreed with the union) as intended in the Care and Support Workers (pay equity) Settlement Act and settlement agreement the employee is entitled to take a personal grievance for unjustified disadvantage.

The parties agree to work together to investigate what actions the employer commits to undertake to enable support workers to attain the applicable qualifications (as per the intent of the Care and Support Workers (Pay Equity) Settlement Act 2017 and Settlement Agreement) for inclusion in the Collective Agreement. This work will be completed during 2017.

### **5.2. Weekend allowance**

Weekend work is part of being a support worker- clients normally continue to need assistance during weekend days. If a support worker is required to work on Saturday or Sunday, the employee will receive \$1.00 per hour worked as a weekend allowance.

### **5.3. Payment for Travel Time and Costs**

- a) Employees shall be paid for travel time and costs as per the fourth Schedule of this agreement.
- b) This includes the employees' entitlement to claim reasonable mileage to travel for a meal break.

### **5.4. Expenses**

- a) Employees will be reimbursed for actual and reasonable expenses which are incurred with the pre-authorisation of the employer.
- b) From 1 March 2016 all expenses relating to travel reimbursement between clients will be excluded. Such costs will be covered by IBT payments.

### **5.5. Payment of wages**

- a) Employees shall be paid fortnightly by direct credit to the employee's nominated bank account. Support workers will be paid subject to the provisions of an accurate electronic time record (e.g. Ezi-tracker or AVA Mobile App) or an alternative acceptable to Access Community Health showing time worked during the fortnight in question, together with details of individual clients and the duration of each visit. Any annual leave, alternative holidays or other leave must also be recorded on the correct form.
- b) Where it is agreed there is an under payment of a member's fortnightly pay, Access Community Health will pay the underpayment within 48 hours and reimburse the member for any default payment penalties incurred as a result once sufficient evidence is provided.

### **5.6. Sleepovers/ Night sit**

- a) Your placements may require you to discharge overnight services at the client's residence and to undertake tasks for the client overnight. Those services may be either a sleepover or a night sit.
- b) A sleepover in this context is where you are available to assist the client in their house throughout the night but may otherwise sleep.
- c) A night sit requires you to remain awake and provide services to the client, as circumstances require.
- d) A sleepover or night sit shall not exceed 10 hours in duration.
- e) The support worker shall be paid for a minimum of 8 hours for a night sit or sleepover.

- f) No employee will be required to sleepover or night sit on a regular basis on more than ten nights per fortnight or be required to sleepover on the night preceding days off, without agreement.
- g) Employees will be paid the minimum wage for the duration of a sleepover.
- h) Employees will be paid their normal hourly rate for the duration of a night sit.
- i) Night sit and sleepover hours shall be recorded on a time sheet.
- j) Employees shall be entitled to a minimum payment of one hour at their normal hourly rate where work is required during a sleepover which is justified by an incident form. Such payment will be in substitution for, and not in addition to the payment described above.
- k) Where a bed cannot be provided on a sleepover the employee will be paid their normal hourly rate as a night sit.

### **5.7. Deductions**

- a) Subject to the provisions of this agreement, and in accordance with the Wages Protection Act 1983 (or any Act passed in amendment to it, or in substitution for it) deductions may be made from the wages due to an employee for time lost through sickness, accident, absence, default or incorrect overpayment. Provided, in the case of incorrect overpayment, the employee will be consulted beforehand as to the amount and intended method of recovery, which will occur in a manner agreed between the employer and employee.
- b) Deductions arising from such circumstances occurring in one pay period may be made from subsequent pay periods.
- c) An employee and Access Community Health may agree in writing that deductions for any purpose may be made.

### **5.8. Increase in DHB, MoH of ACC funding during the term of this agreement**

In the event of any increases in funding provide to Access Community Health in regard to an MOH or ACC contract or any DHB aged, restorative, or rehabilitation contract that occur during the term of this collective agreement, Access Community Health shall notify the Unions quarterly of the increases including the amount and effective date. This could include additional funding related to the IBT settlement and regularisation and/or equal pay and the settlement of the Terranova case. If requested the parties will meet and discuss the impact of the funding increase including whether pass on to workers can occur. This can happen via conference call or alternatively the parties may agree to meet face to face. This may result in a variation to this agreement in accordance with clause 1.4.

### **5.9. Equal Pay**

The parties support the implementation of equal pay for work of equal value subject to funding.

### **5.10. In-between travel time settlement**

The parties record their on-going commitment to the implementation of the in-between travel (IBT) settlement including regularisation.

### **5.11. Data Allowance**

Where a worker is not provided with a phone, they will be paid a data allowance of \$0.08 cents per log, from the date of ratification.



## 6. TRAINING

### 6.1. Foundation skills level 2 National certificate level 2

Access Community Health commits to providing training to NZQA national certificate in Foundation Skills level 2 or Level 2 National Certificate in Health and Wellbeing to new staff before the commencement of employment. This applies to all employees working an average of 10 or more hours per week, where the qualification or its equivalent is not already held.

### 6.2. Core Competencies level 3

Access Community Health commits to providing training to NZQA level 3 National certificate in Core Competencies of Level 3 National Certificate in Health and Wellbeing as business need requires, and in accordance with support worker skills, interest and hours of work.

### 6.3. Training incentive payment

- a) Employees who complete the level 2 national certificate in between 6- and 12-months from hook on will receive a one off gross payment of \$100 for those who work more than 20 hours per fortnight or \$20 for those who work under 20 hours per fortnight.
- b) Employees who complete the level 3 national certificate in between 7 and 15 months from hook on will receive a one-off gross payment of \$100 for those who work more than 20 hours per fortnight or \$50 for those who work under 20 hours per fortnight.

### 6.4. Payment for training

- a) All attendance at work related training or meetings where attendance is required is paid at the employee's normal hourly rate.
- b) Support workers will be paid for time and distance to travel to and from training on the same basis as they are paid for traveling to and from clients as per current practice.

### 6.5. Client specific training

The following training is available on a client specific basis:

- Bowel Management
- Brain Injury
- Challenging Behaviours
- Dementia
- Manual Handling and hoists
- Palliative Care
- Professional boundaries
- Spinal Injury
- Stoma Training
- Urinary continence
- The use of Supra Pubic catheters

Note: If you think any of this training is required to properly support a client discuss it with your coordinator.

## 7. LEAVE

### 7.1. Annual leave

Upon the completion of each 12 months of continuous service, employees shall be entitled to four weeks annual leave to be taken and paid in accordance with the Holidays Act. The employee will be paid for annual leave in pay period that relates to the period during which the leave is taken.

- a) Where employees have been rostered on a regular basis with clients and take annual leave the employer will use its best endeavours to roster the employee with those clients on return from annual leave.
- b) Employees are required to give a minimum of 14 days' notice for annual leave applications as per Access Community Health's leave policy.  
A response is to be provided to the employee as to whether leave has been approved or declined as soon as possible but:
  - o Not later than 28 days after the application is received where more than 6 weeks' notice of leave being requested is given
  - o Not less than 7 days prior to commencement of the proposed leave where less than 6 weeks' notice of leave being requested is given.
- c) Receipt of a leave application shall be acknowledged within 48 hours, by EziTracker message, email or voicemail.  
Where acknowledgement is not received as above, the SW shall contact the Care Coordination team to ensure that the leave request has been received.
- d) All applications for Christmas (December 20<sup>th</sup> or January 4<sup>th</sup>) and summer (January 5<sup>th</sup> to 31<sup>st</sup>) leave must be applied for by a given date annually (usually October and November respectively). Applications received after the notified date are likely to be declined.
- e) When approving or declining leave applications for Christmas, summer and school holiday periods priority will be given to those who did not have the previous peak times off.

### 7.2. Public Holidays

- a) The following days shall be observed as public holidays by the parties to this Agreement: Christmas Day, Boxing Day, New Year's Day, 2<sup>nd</sup> January, Waitangi Day, Good Friday, Easter Monday, Anzac Day, Matariki, Labour Day, the birthday of the reigning Sovereign and Anniversary Day of the Province.
- b) In the case of Christmas and New Year holidays;
  - i. If the public holiday falls on a Saturday or Sunday and the employee does not normally work on the weekend, the public holiday is transferred to the following Monday and/or Tuesday.
  - ii. If the public holiday falls on a Saturday or Sunday, and the employee normally works on that day, then the holiday remains at the traditional day. An employee cannot be entitled to more than four public holidays over the Christmas and New Year period. (The above is a summary of section 45 of the Holidays Act)
- c) Where a public holiday falls on an employee's ordinary working day, and the employee is not required to work on that day, the employee will be paid for the day at relevant daily pay.

- d) Employees may be required to work on days that are public holidays due to client needs. Where an employee is required by the employer to work on a public holiday, Access Community Health shall endeavour to either roster the employee with a full day's work or not require them to work on the day, or as otherwise agreed with the individual support worker. Where the employee is required to work, they shall be paid at the rate of one and a half times their hourly rate of pay for the time actually worked. In addition, if the public holiday is a day that would otherwise be a working day for the employee, the employee shall receive a paid alternative holiday of one day to be taken at a later date.
- e) It is intended that the employee and Access Community Health agree to a date on which the day in lieu is to be taken as soon as practicable after the public holiday has occurred and not later than within 12 months of accrual. In the event the day in lieu has not been taken within a 12-month period the employee may request the day in lieu be paid out or the employer may instruct the employee to take the alternative holiday on a day of the employer's choosing, following consultation.

### 7.3. Sick Leave

- a) Sick leave is to be utilised responsibly by employees. If the employee is unable to attend work, they should make every effort to advise their manager as soon as they can and if possible, give an indication of when they expect to return. When they return, they must complete a sick leave form.
- b) After six months' current continuous service with Access Community Health and on each annual anniversary thereafter employees are entitled to 10 days sick leave per annum.
- c) Taking into account clause b) above, due to the value that the employer attaches to collective bargaining and this collective agreement members of the union(s) party to this agreement shall be entitled to an extra two days sick leave per annum, for so long as they remain a member of the union.
- d) The entitlement in clause (c) above shall be applied to employees who are members of one of the Unions on the Commencement Date, on the next date after the Commencement Date that the employee becomes entitled to sick leave in accordance with clause (b) above. For employees who become a Union member or start their employment after the Commencement Date, the entitlement in clause (c) shall be applied on the next date that the employee becomes entitled to sick leave in accordance with (b) above, after joining the Union.
- e) Sick leave may be used if an employee, the employee's spouse or a person who depends on the employee for care is sick or injured.
- f) Unused sick leave shall accumulate to a total of 40 days.
- g) Where there are concerns about the length, pattern, frequency or authenticity of your absences on sick leave, you may be required to present a medical certificate. If you do not provide such a certificate your application for paid leave may be declined. Abuse of sick leave is misconduct and may also mean you become liable to disciplinary action. The employer will pay for the employee to obtain a medical certificate in these circumstances.
- h) In the event that an employee is absent due to an accident or injury and where requested by the employee, sick leave may be used where ACC is not paying full earnings to top earnings up to 100%, where entitlement exists.

- i) The parties agree that the sick leave entitlement of employees in the period 24 July 2021 to the Commencement Date shall be treated as having been the statutory minimum entitlement of up to 10 days per annum, in accordance with the Holidays Act, and that no additional union member entitlement should apply to this period. This applies by way of a variation to any previous arrangements (including in the previously expired collective agreement, in any individual terms, and as interpreted by the Employment Relations Authority in file number 3172402), and to this end will supersede any such provisions apart from the entitlement provided in clause 5 of the Record of Settlement entered into by E Tū, the PSA and Access in September/October 2023 to resolve their sick leave dispute.

#### 7.4. Bereavement / Tangihanga leave

An employee will be entitled to Bereavement leave as follows:

- a) Up to 5 days of paid leave on the death of a spouse/partner or child. You must advise your Coordinator of the requirement to take leave and the amount of time off should be agreed in advance if possible. This entitlement shall also apply where:
  - i. The employee has a miscarriage or stillbirth.
  - ii. Another person has a miscarriage or stillbirth and the employee:
    - Is the person's partner;
    - Is the person's former partner and would have been a biological parent of a child born as a result of the pregnancy;
    - Had agreed to be the primary carer of a child born as a result of the pregnancy e.g. through a formal adoption or a whangai arrangement;
    - Is the partner of a person who had agreed to be the primary carer of a child born as a result of the pregnancy.
- b) Up to 3 days of paid leave for a parent, sibling, grandparent, grandchild or spouse's/partner's parent. You must advise your coordinator of the requirement to take leave and the amount of time off should be agreed in advance if possible.
- c) Up to one day of bereavement leave on the death of anyone else, whom Access Community Health accept, in good faith, you have a close association with. This leave should be applied for in advance using the appropriate forms if possible.
- d) Access Community Health will have regard to relevant factors such as:
  - i. Whether the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death;
  - ii. The closeness of the relationship between the deceased person and the support worker including, for example, adopted children or whangai and extended and combined families.
  - iii. Any cultural responsibilities for the employee in relation to the death.
  - iv. The closeness of the relationship, in the case of client death, between the support worker and the client.

#### 7.5. Parental Leave

Parental leave shall be granted in accordance with the Parental Leave and Employment Protection Act 1987 and subsequent amendments. Details of paid parental leave entitlements can be accessed through the Department of Labour or the Inland Revenue Department.

## 7.6. Work/Life Balance

- a) It is agreed that SWs will not undertake hours of work that are unsafe and unsustainable in the longer term.
- b) SWs may undertake other employment, whether paid or involving voluntary work if such employment is in their own time and does not adversely affect their ability to perform their obligations under this agreement. Where the work undertaken for all employers cumulatively exceeds a safe and reasonable workload, Access Community Health may require SWs to reduce their total hours of work to a reasonable level, following consultation. Upon request, they will provide full particulars of the hours worked across all other employers and when those hours are worked, to facilitate the maintenance of a safe and balanced workload.
- c) Support workers shall, preferably, work for not more than 100 hours per 2 weeks and with not less than 3 days leave over a fortnightly period, including 2 consecutive days off per fortnight.

## 7.7. Jury Service

- a) Where a support worker completes jury service and upon request of the support worker, Access Community Health will pay the employee wages for the hours that the employee would have worked for the day or half day of jury service upon receipt of proof of attendance.
- b) In order to receive the payment as described above in a), any payment (excluding reimbursements) received by the employee from the Ministry of Justice for jury service will be deducted from the pay for that pay period.

# 8. HEALTH AND SAFETY

## 8.1. Healthy Workplaces

- a) The Employer shall comply with the provisions of the Health and Safety at Work Act 2015 and subsequent amendments concerning safety, health and welfare matters. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace.
- b) The employer and employees are committed to providing a safe and healthy work environment for its employees so that they can return home healthy and safe at the end of the day.
- c) To achieve this Access will:
  - model good practice in health, safety and wellbeing which must meet or exceed relevant legislation, codes of practices, standards and guidelines;
  - create a culture where hazard identification, risk assessment and control is fundamental to the way we do our work, accurately report accidents and near misses promptly, using every opportunity to learn how to prevent these in the future;
  - acknowledge that whilst the employer has the ultimate accountability, managers and employees all have responsibility for health, safety and wellbeing;

- actively engage with the workforce and their representatives on health and safety issues using good faith principles;
  - foster a mature health and safety culture through communication, education and active participation of all managers, employees and others to enable individuals to use sound judgement to take responsibility for, and actively manage, their own health and safety risks;
  - acknowledge the importance of meal and rest breaks;
  - ensure employees are provided with appropriate personal protective equipment, where this is necessary;
  - support the rehabilitation and safe and appropriate return to work of sick or injured employees;
  - develop appropriate procedures for dealing with foreseeable types of emergencies the employee could be exposed to or required to respond to;
  - regularly and systematically review the health and safety policies, procedures and guidelines for on-going improvement.
- d) Employees also have a responsibility under the Act to observe all safety procedures to adopt healthy and safe work practices and to properly use the first aid equipment and supplies the employer provides.
- e) Employees must advise the Employer of any medical condition which may impact on the employee's ability to perform the employee's duties safely or effectively.

### **8.2. Safety Equipment**

The employer will provide employees with adequate and essential personal protective equipment (PPE), in consideration of the requirements of the employee's role and client care plans, and any directions or guidance from the Government, Ministry of Health, ACC or Te Whatu Ora. This may include (but not be limited to) the following: masks/face shields, aprons, shoe covers, gloves, hand sanitiser.

### **8.3. Incidents and Accidents**

In the event that they have an accident or incident while at work or witness one while at work, the SW will immediately report that to their Care Coordinator, community nurse or SW Coordinator and complete an Accident/Incident form.

If the SW suffers an accident while at work as a result of which they may need to have time away from work they agree to provide Access Community Health (if requested) with a report as to the nature and origin of that accident and their ability to return to work.

### **8.4. Communicable Diseases**

- a) No support worker shall be required to attend a client with an infectious disease, where we know the client's status. Should a support worker agree to attend such a client, protective

clothing and training will be provided.

- b) It is acknowledged that SWs may be required to work with clients who have been, or may become, exposed to certain communicable diseases. Where Access Community Health knows that the client has such a communicable disease then, before providing services, the SW may be requested to submit a medical test from a registered medical practitioner for the following and other conditions deemed necessary: MRSA, VRA, hepatitis B, hepatitis C and HIV/Aids. These tests will be paid for by Access Community Health.
- c) Where the test(s) in clause 8.4(b) is undertaken the results of the medical report provided will be supplied to the SW and will be treated in confidence by Access Community Health.
- d) If a SW contracts any of the conditions referred to in clause 8.4(b) then Access Community Health will:
  - i. In consultation with the SW, review the provision of services to the client; and
  - ii. Meet the SWs reasonable medical expenses in investigating the condition (for the avoidance of doubt this clause does not extend to treatment); and
  - iii. Review the SWs provision of services to other clients; and
  - iv. Meet the required medical costs associated directly with the condition of the SW that are not covered by the public health system for a maximum period of two years from the date of the initial investigation of the disease; and
  - v. Review the SWs on going employment.
- e) If the review results in loss of whole or partial employment for the employee, the parties will meet in an attempt to agree on options to avoid a disadvantage on a case by case basis taking into account such factors as applicable ACC and welfare entitlements.
- f) Any failure by SWs to comply with Access Community Health policies and procedures and the clauses under section 8 may result in disciplinary action being taken against them.

#### **8.5. Worker Participation Agreement**

Access, PSA, E tū and NZNO are party to a Worker Participation Agreement (WPA). The parties are committed to ensuring the WPA is fully functional and all parties are participating in the required processes in accordance with the Health and Safety At Work Act 2015.

### **9. CONFIDENTIALITY**

- a) Employees will often have access to confidential information concerning the employer, other employees, their clients and their client's families. Such information must be kept confidential, both during employment and after the termination of employment. To be clear, this includes talking about clients with other clients or talking about clients with the SWs own family and friends.
- b) All information and property provided by Access (including client files and Access manuals) must be returned to Access as soon as it is no longer required, or when the employee leaves, whichever happens first.
- c) For the avoidance of doubt SWs acknowledge that Access's list of clients is Access's confidential information.

## 10. TERMINATION

### 10.1. Termination of Employment

Notice periods for resignation or termination from employment:

- a) Two weeks' notice of termination of employment must be given in writing to the other party. A lesser period of notice may be agreed.
- b) If the prescribed notice is not given then Access may deduct payment in lieu of notice from monies owed to the employee in accordance with Section 4 of the Wages Protection Act 1983.
- c) Where the employment is terminated by Access without the required notice, the outstanding period shall be paid by Access.
- d) In the event of serious misconduct Access may dismiss the employee without giving notice and in such case, Access Community Health will not be required to pay earnings in lieu of any notice period.
- e) Access Community Health can only terminate employment for just cause.
- f) Where notice is given, Access Community Health, in its sole discretion, may elect to pay the SW in lieu of working out the notice period. Such action shall not constitute termination without notice.
  - i. If an employee is terminating their employment at a time that they have no clients allocated, the employee does not need to give any notice other than to advise the coordinator (in writing) that they are terminating their employment.
  - ii. The employee and Access Community Health may agree to a lesser period of notice.
- g) Where their employment is terminated the SW agrees to return all company and client property to Access Community Health immediately, including keys, identity badges and manuals.

### 10.2. Suspension

- a) If, at any time during employment, an allegation of serious misconduct is made against a SW where there is a risk to anyone or the investigation may be impeded, Access Community Health may, following consultation with the SW, who may seek union or other representation, suspend them on ordinary pay from all or any normal duties while an investigation is carried out. Such a period will not normally exceed two weeks. During any such period of suspension the SW may not attend all or any Access Community Health workplace, including clients' homes, unless directed to do so by Access Community Health.
- b) In circumstances where the safety or wellbeing of the support worker, a client or colleague is compromised, and where representation cannot be arranged at short notice, the SW, following consultation with them, may be sent home on special paid leave until such representation can be arranged.
- c) Following consultation with the SW and their representative the SW may be suspended as in (a) above.



- d) The suspension does not imply guilt in regard to the allegation being investigated. It is purely to allow for investigations of a serious allegation.
- e) During the term of any suspension this agreement shall continue to apply, and all rights, interests, and benefits conferred by it continue to accrue.

### 10.3. Termination for illness or incapacity

- a) If a SW becomes incapacitated as a result of mental or physical illness, incapacity or disablement so that they are incapable of performing their duties for a consecutive period of at least three months, then Access Community Health may dismiss them by giving notice in accordance with clause 10 subject to the following:
  - i. Before terminating their employment relying on clause 10.3, Access Community Health may request that the SW undergo a medical examination by a registered medical practitioner, from a group of medical practitioners provided by Access Community Health (where possible) and at Access Community Health's expense. Where such an examination occurs, the SW will authorise the person conducting such an examination to report thereon in confidence and in writing to Access Community Health and agree to Access Community Health retaining the medical information relevant to that injury or condition. Access Community Health will take into account any reports or recommendations made available as a result of that examination and other relevant medical reports received from the SW.
  - ii. In making a decision to terminate under clause 10.3 Access Community Health will consider the employees ability to rehabilitate/recover, the expected timeframes for this, relevant information from medical practitioners and specialists and the employer's ability to cover the employees position pending their return.
  - iii. If the SW supplies, Access Community Health with any medical report or recommendation under clause 10.3 then Access Community Health will ensure that the information supplied is treated in confidence.
  - iv. If the SW refuses to give consent for a medical examination, or consent for the release of relevant medical information to Access Community Health, Access Community Health shall be able to make a decision on their fitness for work on the basis of available information which may be incomplete.

### 10.4. Restructuring/Redundancy

#### a) Introduction

The parties to this collective agreement recognise they have a mutual interest in ensuring that services are provided professionally, efficiently and effectively and that each has a contribution to make in this regard.

Regular consultation between the employer, the unions and employees is essential on substantive matters of mutual concern. Effective communication between the parties will allow for:

- Improved decision making;
- Greater cooperation between employer and employees; and
- A more harmonious, effective, efficient, safe and productive workplace.

Therefore the parties commit themselves to the establishment of effective ongoing communication on all employment relations matters.

The employer accepts that the unions are the recognised channel of communication between union members and the employer in the workplace, where it relates to union business. This does not preclude the employer from engaging in direct communication with its employees but will not do so to undermine the unions or the ability of the unions to represent its members.

The following management of change sub clauses do not relate to the “reduction in guaranteed hours” or “sale of business/transfer of undertakings” provisions outlined in clauses 4.6 and 10.5.

Prior to the decision of any significant change to staffing, structure, or work practices, the employer will identify and give reasonable notice to the unions to allow participation on consultative process so as to enable substantive input. The employer will advise the unions of a suggested time frame and process for consultation. If the unions have any issue with this, it will advise the employer and both parties will seek resolution to any matter arising.

Where the employer received an indication of potential significant changes, they undertake to advise staff and the unions as soon as practicable of the possibility of these changes.

#### **b) Consultation**

Consultation involves the statement of a proposal not yet finally decided upon, listening to what others have to say, considering their responses and then deciding what will be done. Consultation clearly requires more than prior notification.

The requirement for consultation should not be treated perfunctorily or as a mere formality. The employee(s) or unions to be consulted must be given sufficient opportunity to express their views or to point to difficulties or problems.

If changes are proposed and such changes need to be preceded by consultation, the changes must not be made until after the necessary consultation has taken place. Both parties should keep open minds during consultation and be ready to change. Sufficiently precise information must be given to enable the employee(s) or unions being consulted to state a view, together with a reasonable opportunity to do so – either orally or in writing.

Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.

The consultation process will give employees affected, or likely to be affected, by any significant change to staffing, structures or work practice, and the unions the opportunity to put forward their views on any proposals or options developed for change prior to any final decision being made. Once the employer has made its decision to make change, the employer and union will meet to determine and agree on the process of implementing “transition plan”.

The process shall be as follows:

- The initiative being consulted about should be presented by the employer as a “proposal” or “proposed intention or plan” which has not yet been finalised.
- Sufficient information must be provided by the employer to enable the party/parties to assess the information and make a response, subject to the overall time constraints within which a decision needs to be made.
- Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
- Genuine consideration must be given by the employer to the matters raised in the response.
- The final decision shall be the responsibility of the employer.

From time to time, directives will be received from government and other external bodies, or through legislative change. On such occasions, the consultation will be related to the implementation process of these directives.

If as a result of the review the employer has staffing surplus to requirements Access Community Health shall in the first instance redeploy affected employees elsewhere in the organisation, depending upon the skills, experience and suitability of the support worker for the available roles.

A redundant employee who is not able to be redeployed will receive two weeks’ notice of the termination of their employment. This notice is instead of and not in addition to the notice provided in clause 10.

Where an employee is made redundant support shall be made available in the form of CV writing, interview skills training and EAP.

#### 10.5. Employee Protection Provision

- a) If restructuring occurs in accordance with Part 6A of the Employment Relations Act (*or if its equivalent*) and the employees affected are specified categories of employees as specified in Schedule 1A or 1B of the Act, sub parts 1 and 2 of Part 6A of the Act will apply instead of the provisions above.  
Access Community Health agrees to advise the funder and any new employer (within the meaning of section 69D of the ERA) of the status of support workers as it pertains to the Employment Relations Act 2000 (ERA) as soon as a restructuring (within the meaning of section 69B of the ERA) is confirmed.
- b) For employees who are not specified categories of employees as set out in Schedule 1A of the Act, the following process will apply if Access Community Health decides to sell, transfer or contract out part or all of its business (restructure) and where, as a consequence of that decision, the work that an employee or employee covered by this agreement perform, or work that is substantially similar will be undertaken by employees of the new owner or contractor (the new entity).
- c) In the course of its negotiations with the new entity relating to the restructure, Access Community Health will discuss the likely impact of the proposed change with the affected employees and the union and determine whether it is possible for them to be transferred to the new entity on substantially the same terms of employment.

- d) At the time of restructure, the following process will apply:
- i. Where an employee accepts a transfer to the new entity on substantially the same terms and conditions of employment, no redundancy compensation will be payable.
  - ii. Where an employee is not offered a transfer to the new entity on substantially the same terms of employment, the employment will be terminated on the grounds of redundancy and the provisions of Clause 10.4 of this agreement will apply.
  - iii. Where an employee is offered a position with the new entity on substantially the same terms of employment and elects not to accept that offer, the employee will receive two weeks' notice of termination or payment in lieu thereof. No redundancy compensation will be payable.

#### **10.6. Abandonment of Employment**

- a) Where an employee is absent from work for a continuous period exceeding three working days without notification to, or the consent of, the employer, the employee shall be deemed to have terminated their employment.
- b) The employer shall make reasonable attempt to contact the employee.

### **11.GENERAL**

#### **11.1. Policies and Procedures**

- a) Employees are required to work in accordance with the employer's policies, procedures and manuals. Access Community Health may introduce new policies, procedures and manuals and amend or revoke its existing policies and procedures from time to time, provided that staff are notified of any changes.
- b) The union will be consulted on any proposed changed to policies which are of particular relevance to support workers.
- c) Copies of policies, procedures and manuals are kept at the regional office.

#### **11.2. Employee Representations**

Staff covered by this Collective Employment Agreement warrant that:

- a) They have not deliberately failed to disclose any matter, which may have materially influenced Access Community Health' decision whether to employ them or to continue to employ them
- b) They have neither made, nor will make, any contractual commitments, which would conflict with the performance of their obligations under this agreement.
- c) They have the legal right to be employed in New Zealand.

#### **11.3. Employment Relationship Problems**

A plain language explanation of how to resolve employment relationship problems is set out in the First Schedule.

#### 11.4. Employee Assistance Program (EAP)

The EAP programme is designed to maintain and enhance the health, wellbeing and performance of its employees. In recognition of the reality and impact of human problems in the workplace the EAP programme is dedicated to supporting and strengthening the organisation's work environment through the provision of professional help for employees. Those experiencing concerns affecting work, will receive assistance in a manner stressing prevention, self-initiative and confidentiality. The Employee Assistance Programme (EAP) has its primary functions:

- The provision of intervention, assessment and referral services for troubled employees
- The provision of 24-hour 0800 telephone number for after hours or urgent support
- The provision of a critical incident debriefing service
- The provision of promotional material for the organisation's managers and staff
- The provision of statistical reporting, evaluation and analysis on the programme's usage is confidential and free.

## 12. UNION MATTERS

### 12.1. Union Fees

On written application of employees Access Community Health will deduct union fees from wages and will remit them not less frequently than monthly to the union along with a list of names and amounts for whom deductions have been made. Deductions will be made for each period for which the employee is paid including periods of paid leave.

### 12.2. Right of Entry

- a) The Unions (ETū and PSA) are entitled to enter the employer's premises, at reasonable times, in a reasonable way (which may include giving notice) and in compliance with any reasonable health and safety or security requirements, to meet with workers who are or maybe covered by this CA. The parties acknowledge that the right of entry does not extend to 'dwelling houses' as those are defined in the Employment Relations Act 2000 and thus the union will not access the employees when in a client's house.
- b) The employer will provide the unions with training schedules and meetings in advance, to enable the unions to access employees at the beginning or end of the training/meeting. The employer will advise employees of when the unions will be attending.
- c) Legislation entitles a delegate to spend reasonable paid time undertaking union activities during the employee's normal hours of work. This is agreed as follows:
  - a. Quarterly regional meetings of two hours duration for up to two delegates per union.
  - b. To support union members in a representative capacity.
  - c. To attend forums and training the employer has invited the delegate to attend.

### 12.3. Union Meetings

- a) The employer shall allow union members to attend union meetings as required by the Employment Relations Act (currently four hours in total) in each calendar year. The parties agree the four hours can be used more flexibly than the Act provides, e.g. four by one-hour meetings.
- b) The union shall give the employer at least 14 days' notice of the date and time of any such meeting.

- c) The union must make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any such union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operations to continue.
- d) Work must resume as soon as practicable after the meeting, but the employer is not obliged to pay any union member for a period of longer than 2 hours in respect of any such union meeting.
- e) Union members shall be allowed to attend union meetings on ordinary pay.
- f) The union must supply to the employer a list of members who attended a union meeting and advise the employer of the duration of the meeting.

#### 12.4. Employment Relations Education Leave (EREL)

- a) The employer shall grant leave on pay for union members to attend courses authorised by the unions to facilitate union members' education and training and union members and representatives in the workplace.
- b) The number of days each year will be determined in accordance with the Employment Relations Act. As at ratification this is 35 days for the first 281 employees covered by this document and a further 5 days for each 100 full time equivalent employees or part of that number this exceeds 280. The unions shall endeavour to advise the employer of the programme, names of employees attending and the dates at least 21 days before the commencement of the course.
- c) The employer will make the best endeavours to release staff for the courses, taking into account service needs.

#### 12.5. Union Delegates

- a) Union workplace delegates and their role shall be recognised by the employer following written confirmation from the union of their election and they shall be allowed reasonable time as agreed and organised with the manager during working hours to carry out their role.
- b) Absence from the delegate's place of work during normal work time must be prearranged with adequate notice and pre-approved by the delegate's work area supervisor who will ensure that the employer's operation is not unduly disrupted; such approval will not unreasonably be withheld.
- c) The employer shall also reasonably make resources such as meeting rooms and copying facilities available at mutually convenient times.
- d) Access will provide paid time for employees to undertake representative roles within their union i.e. Executive or Industry/Sector committee meetings, to a total value of up to 8 days (of up to 8 hours each) per annum per union, paid at the ordinary hourly rate of the relevant employee who attends. The union must give as much notice as possible, and no less than 14 days notice, of a request to use part of their entitlement, the dates proposed for use, and the name/s of the employees. Access is entitled to decline to release the employee/s if it would cause an unreasonable disruption for Access.

### **12.6. Delegate Coordinator Meetings**

Delegates, Regional Managers and Coordinators will meet at least 4 times per year in each region to improve communication and enable discussion and early resolution of collective issues.

The meetings will be conducted in good faith with a cooperative and solution-based focus. These meetings will be conducted with courtesy and mutual respect.

Delegates will be paid up to 1 hour on each occasion. Union organisers may attend where requested to do so by the delegate(s) or Access Community Health.

### **12.7. Union Notice Board**

Union notice boards will be provided in all Access offices to ensure union notices are accessible to union members. Access will include updates received from PSA or E tū in the monthly newsletter if they are received in a timely manner, are considered appropriate by Access, and there is space for their inclusion.

## **13.SUPPORT FOR EXTERNAL LEGAL AND RELATED ISSUES**

The company shall support SWs against all actions brought against Access Community Health or the SW by a third party in respect of or arising out of the proper performance of the SWs lawful duties, other than those arising out of wilful neglect, default or misconduct on the SWs part.

## **14.SAVINGS**

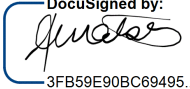
- a) Nothing in this agreement shall operate so as to reduce the existing wages and conditions of any union member covered under this agreement.
- b) Where an employee's individual employment agreement (or variation thereof) specifically provides for a better condition of employment than the applicable provision in the collective agreement at the time they became covered by the collective agreement (e.g. A higher annual leave entitlement), the employee shall retain the higher provision instead of the collective agreement provision.
- c) Where employees transfer as vulnerable workers the parties will meet to discuss terms and conditions going forward as per clause 1.2.
- d) As set out in clause 7.3(i) previous sick leave entitlements are varied with effect from 24 July 2021 to the Commencement Date, and therefore clauses 14(a) and 14(b) will not apply to any sick leave entitlements.

## **15.NO PASS ON**

The union-only sick leave benefit contained within this collective agreement will apply only to union members and is not intended to be passed on. In any event, it will not be passed on to non-union members for at least three months from the Commencement Date.

## 16.SIGNATORIES

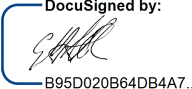
Androulla Kotrotsos, Chief Executive Officer  
For Access Community Health

Date: 16 October 2023   
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Lesley Harry, PSA Organiser  
For the New Zealand Public Service Association: Te Pukenga Here Tikanga Mahi Incorporated

Date: 16 October 2023   
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George Hollinsworth, Senior Organiser  
For E Tū Incorporated

Date: 16 October 2023   
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## First Schedule

### Resolving Employment Relationship Problems

The following is an explanation for employees bound by this Agreement of the services available for the resolution of employment relationship problems.

Where an employment relationship problem arises (including personal grievances, a dispute about the interpretation, operation or application of the Collective Agreement or arrears of wages), the employee or employees shall have a right to take the following steps:

- 1) If during or after your employment, you consider you have a personal grievance, dispute, arrears of wages claim or any other form of employment relationship problem, you should in the first instance, raise the matter with your manager so he/she can try and resolve it with you. In the event you are not comfortable with your manager or that person would be inappropriate to refer it to, then contact the General Manager Access Community Health or National Employee Relations Manager may be contacted. It is Access Community Health's policy to attempt to resolve problems directly and at the earliest opportunity. Employees are reminded that they have a right to have their union delegate, union official or representative present if they wish.

Note – if the employee is raising a personal grievance (e.g. unjustified dismissal, unjustified action, discrimination or duress) the employee must raise the personal grievance with the employer within 90 days beginning with the date of the dismissal or action, or the date on which the dismissal or action came to the employee's notice, whichever is the later.

However, where the personal grievance is for sexual harassment under section 103(1)(d) of ERA 2000, the employee has a 12-month period within which to raise their personal grievance for sexual harassment. That 12-month begins with the date on which the action alleged to amount to the sexual harassment personal grievance occurred or came to the notice of the employee, whichever is later.

The employee can raise the personal grievance by making the employer aware in writing that they have a personal grievance which the employee wants the employer to address.

- 2) If the employer does not resolve the issue to the satisfaction of the employee/s, the employee/s may apply to the Department of Labour for mediation service assistance. This may include:
  - Provision of information or explanations as to where information can be found by way of telephone, fax, email or internet.
  - Provision of information through pamphlets, brochures or booklets.
  - Specialist services, including mediation hearings and meetings.
- 3) If the employment relationship problem is not able to be resolved with the assistance of the mediation services, the employee/s are able to proceed to the Employment Relations Authority, which will provide an investigatory process and will issue a written decision.

The employee/s is able to go to the Employment Relations Authority without first obtaining mediation assistance. The Authority will, however, direct the employee/s back to mediation unless the authority considers the mediation would not be appropriate.

- 4) In certain circumstances, the employee/s will be able to appeal to the Employment Court and the Court of Appeal if they are unhappy with the outcome of the Employment Relations Authority.

Remember – you can seek advice from your union if any employment relationship problem arises and you are unsure what to do.

## Second Schedule

### Access Community Health E Tū PSA Heads of agreement

Access Community Health, E Tū and PSA acknowledge that the sectors in which they operate are extremely challenging and as such inhibit the ability of both organisations to achieve some of their principal goals.

Those goals include:

- The improvement of service delivery outcomes for clients and funders; and
- Valuing the contribution of staff and recognising and developing staff competency.

The parties both recognise that inadequate funding is a significant factor in their inability to achieve these goals. The inadequacy of funding is due to:

- a) The failure of the funders to make financial provision for the complexity and skill level required to perform high quality community and disability support work.
- b) DHBs failure to pass on realistic levels of increases to providers.
- c) Variability of funding models across all of the DHBs.
- d) Increase in client acuity with associated need for support worker training and requirements and skill margins.
- e) Increase in government imposts (minimum wage, kiwi saver contributions).

The parties note that DHBs have not significantly increased the amount they are funding but are increasing the expectations of service delivery.

In bargaining the parties recognise that without changes to the level of investment the ability for the parties to advance in their goals is extremely limited.

It is also recognised that while the parties have been working collaboratively at a senior leadership level on these matters, limited progress has been made.

There are three areas where the parties wish to focus their efforts:

1. The new DHB service specification and resulting demand for providers and employees to increase their competencies and skill in order to meet these requirements without additional funding.
2. Government funding inequities across the NGO and state sectors.
3. The tendering process by some DHBs and the impact this has had on staff, clients and business viability.

The parties agree that there is a need to invest time and resources to changing the way that the sector is valued by Funders and the Government; and to ensure that funding has been allocated to DHBs for the provision of Community based services are consistently and proportionally passed on to providers.

Access Community Health, E Tū and PSA agree to become part of a larger group to work on these issues. This will involve the development of a strategy and a detailed implementation plan. The group will establish a lead (oversight) team for this purpose. The lead team will include up to 2 delegates from each of the unions and as each party deems appropriate.

The lead team will design a project plan that will recommend the resources that will be provided by each organisation in order to achieve the desired outcomes of the programme. This may involve the planned release of staff/delegates to undertake activities, provided the providers remain able to carry out their contractual requirements. The lead team will meet for a day to develop a strategy and work programme. The parties will determine the frequency of subsequent meetings as part of the work programme.

A detailed and fully costed work programme and terms of reference will be recommended by the lead team for approval by the parties.

## Third Schedule

### Regional District Health Board Coverage by Union

#### **E Tū**

Northland  
Waikato  
Bay of Plenty  
Lakes  
Taranaki  
Wanganui  
Mid Central  
Nelson  
South Canterbury  
Hawkes Bay  
Counties Manukau  
South and East Auckland

#### **PSA**

Wairarapa  
Hutt  
Capital / Coast  
Canterbury  
West Coast  
Otago / Southland  
North and West Auckland  
Waitemata

## Fourth Schedule

### Payments for Travel Time and Costs

In accordance with the Home and Community Support (Payment for Travel between Clients) Settlement Act, support workers will be paid the following payments for time and costs for work related travel.

- Standard Travel (0 to 15km/trip)

For each client visit up to 15km one way (except for the first visit each day), support workers will receive a minimum of the following payments based on the applicable hourly rate:

NOTE: ACC first visits will be paid.

#### Travel Time Paid

Level		Standard Travel Payment	Exceptional Travel Payment
1	L0 <u>or</u> <3 years' service	\$3.31 per visit	\$23.38 per hour for actual time
2	L2 <u>or</u> 3+ years' service	\$3.51 per visit	\$24.78 per hour for actual time
3	L3 <u>or</u> 8+ years' service	\$3.82 per visit	\$26.94 per hour for actual time
4b	Reaches 12+ years' service after 1 July 2017 with no L4*	\$3.97 per visit	\$28.02 per hour for actual time
4	L4* <u>or</u> 12+ years' service on 1 July 2017	\$4.12 per visit	\$29.10 per hour for actual time

Standard Travel	Support worker paid
Travel Distance	\$2.35 (not taxed) for that visit

These payments are based on an averaging system based on 3.7 kilometres and 8.5 minutes which include 1 minute from car to door.

- Exceptional Travel (15km/trip and over)

For any visit which involves Exceptional Travel (15km and over one way) including from home to work and work to home, support workers will get paid the following minimum payments:

Exception Travel	Support Worker Paid
Travel Time	Paid Part of applicable hourly rate depending on how many minutes you travelled to that client (a full hour's travel currently= full hours pay) as set out in the above table
Travel Distance	Paid at 63.5 cents for each km travelled for trips 15km and over (not taxed)

The payments for time are based on hourly rates and will only increase when and as agreed.

Travel cost payments will increase accordingly as directed and funded by any of Te Whatu Ora, ACC or Whaikaha or as otherwise agreed.

- **Split shift payments for exceptional and standard travel**  
When an employee is required to work split shifts, the support worker **will get** paid for the trip home from the client before the break between work periods and **will** also be paid from home to the client and after the break between work periods. This should be calculated from their home address not from the previous client's address. These payments apply for both standard or exceptional travel (whichever is applicable based on the distance).
- **Travel for Meal Breaks**  
Support workers may claim reasonable mileage related to a meal break which will be paid at 50 cents per kilometre. This reimbursement can be claimed through Access Community Health's expense form.
- Where the employer restructures to achieve efficiency in travel costs, they will look to reallocate work on a fair and equitable basis ensuring no disadvantage of any employee where possible.
- **Savings clause:** any worker who was employed prior to 30 June 2015 and who has higher travel payments and is covered by the no travel time disadvantage protections of section 12 of the Home and Community Support (Payment for Travel Between Clients) Settlement Act 2016, continues to be entitled to rely on those protections.

## Fifth Schedule

### Domestic and Sexual Violence

#### 1.1. General Principle:

The Employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance, performance and/or safety at work. Access Community Health is committed to supporting staff who experience family violence and staff seeking to deal with their own violence.

#### 1.2. Definition:

The definition of domestic violence is as per Section 2 of the 1995 Domestic Violence Act. The definition of violence includes physical, sexual, financial, verbal or emotional abuse by family members.

In the case of suspected violence:

- Proof of the domestic violence may be required and can be in the form of an agreed document issued by police, a court, a doctor, a domestic violence support service, counselling professional or a lawyer.
- All personal information concerning domestic violence will be kept confidential. No information will be kept on personal files without the employee being notified.
- SWs must not talk to clients about personal issues such as domestic or sexual violence but instead are encouraged to disclose this to their Support Worker Coordinator, Care Coordinator or Regional Manager for support and guidance.

If a person discloses their family violence situation to Access Community Health no adverse action will be taken against them. Where an employee had work performance difficulties as a result of being a victim of family violence, the employee will be provided clear information about performance expectations and priorities and will be offered all available support to achieve these.

In order to provide support to employees experiencing domestic violence and to provide a safe work environment to all employees, Access Community Health will consider reasonable and practical requests from an employee experiencing family violence to:

- a) Change their working hours of pattern or working hours.
- b) Change their duties or location of work provided that the operational needs of the business continue to be met.
- c) Seek up to 10 days paid domestic violence leave as per legislation and Access policy on Domestic Violence Leave.
- d) Any other reasonable measure to assist the employee.
- e) An employee experiencing family violence or seeking help to deal with their violence will be referred to the Access Community Health EAP, as per policy.

Employees who support a close personal relative experiencing domestic violence may take sick, annual or special unpaid leave to accompany them to court, hospital or to mind children for these scheduled visits, subject to proof of the violence being provided.