



COLLECTIVE EMPLOYMENT AGREEMENT

1 September 2022 – 1 September 2023

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1.0 Parties

In accordance with the Employment Relations Act 2000 this employment agreement is between:

Home Support North Charitable Trust (the ‘Employer’)

and

E Tū Incorporated (E tū) (The ‘Union’)

1.1 Coverage

This Agreement applies to home-based support workers employed by the Employer who are members of, or become members of, the Union. This agreement also applies to any other employees who carry out substantially the same work as home-based support workers who may be employed in an alternative job title, and who are members of the Union.

1.2 Term

This agreement commences from 1 September 2022 and expires on 1 September 2023.

1.3 Variation to the agreement

The terms of this agreement may be varied by written agreement between the Union and the Employer. Any variation will be subject to the ratification of the affected Union members. Where a proposed change only affects some of the members only those potentially affected shall vote to ratify the change 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 CEA.

2.0 New employees

In accordance with s61 and s62 of the Employment Relations Act 2000, all new employees are covered by the Collective Agreement covering this worksite for their first 30 days of employment. The Employer has the following obligations under the ERA regarding new employees and shall:

- a) Provide all new employees with an MBIE choice form within 10 days of starting work.
- b) Advise all new employees that the role they do is covered by the CA and that E tū is the Union for the CA.
- c) Advise all new employees that they are covered by the CA for 30 days.
- d) Provide all new employees with a copy of the CA.
- e) Advise all new employees if they join E tū they will be covered by the CA.

- f) Provide all new employees in the letter of offer Etū's information pack and address for joining E tū: <https://www.etu.nz/join/> and membership@etu.nz otherwise by post to E tū, Private Bag 92645, Symonds Street, 1150, and a list of current delegates.
- g) Advise all new employees to return the MBIE form to the Employer within 30 days of commencing work.
- h) Forward to E tū at mbieform@etu.nz no later than 40 days after employment has commenced whether the new employee/s has:
- The completed MBIE form indicating the employee wants to join E tū (including name, work location, and contact details), or
 - The completed MBIE form indicating the employee does **not** want to join E tū (unless the employee indicates this information is not to be passed to E tū (box ticked), or
 - The name of any employee who did not return the form (including name, work location, and contact details).

Home Support North commits to regularly updating the Union regarding the key contact people for new employees where practicable.

Employees will be provided with the number to ring regarding the Care Plan for each client.

2.1 Induction

Employees who have not been previously employed by Home Support North are required to complete the Home Support North orientation programme, prior to commencing their first assignment under this Agreement. A Union delegate or organiser will be afforded a minimum of 15 minutes during the induction to introduce the Union. If a representative from the Union is unavailable for the induction, the Employer will play a short video to introduce the Union to inductees. The video will be supplied to the Employer by the Union.

2.2 Probationary Period

- a) New employees are subject to a probationary period of 12 weeks.
- b) During this period, the employee's performance will be monitored and reviewed by the Employer and any concerns will be discussed with the worker and outlined in writing or by email. The Employer shall take reasonable steps to provide any necessary assistance and training.
- c) If the employee fails to demonstrate the required skills and attributes by the end of the probationary period, the Employer may terminate the employee's employment by giving the employee two week's written notice or payment in lieu of notice following due process.

- d) The employee must provide the Employer with two week's written notice if they wish to leave their employment during the probationary period.
- e) The Employer may extend an employee's probationary period by agreement should this be considered necessary. Any extension will not be longer than an additional three months, will be confirmed to the employee in writing along with areas requiring improvement and is not inconsistent with this Agreement.

2.3 Police Vetting

Employment is conditional on Home Support North receiving a satisfactory report from the Police Vetting Service regarding employees' police records. This may be received following an employee's commencement of work.

Should information be received that an employee has omitted as part of their application, and that is unsatisfactory to Home Support North, the employee's offer of employment may be withdrawn, or, if the employee has already started working for Home Support North, the employee's employment may be terminated without notice.

Vetting is in accordance with the Criminal Records (Clean Slate Act) 2004. Consent to the Exception to the Clean Slate option may be required if an employee is applying for a role involving children or youth. For continuing work involving children or youth, police vetting will be required every three years in accordance with the Vulnerable Children's Act 2014. Failure to complete and return consent for this as requested in a timely manner may result in suspension of an employee's employment until the matter is resolved without pay, in accordance with the Suspension clause of this Agreement.

3.0 Tasks

The tasks of a home support worker are set out in the Position Description.

Employees shall perform the duties as set out in the Position Description and in line with the policies, procedures and employer expectations that form part of the orientation material provided to employees.

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

- Providing domestic assistance including meal prep.
- Assisting the clients with bathing or personal hygiene.
- Providing night-time assistance.
- Assisting a client to bed.
- Moving and handling (including use of hoists).
- Prompting of medication.
- Skin and pressure area care.
- Following the client support plan.
- Sundry other tasks as are set out in this agreement, or as are reasonably directed by the Employer.

3.1 Duties and Responsibilities

- a) Employees will at all times use their best efforts to promote and protect Home Support North's general interests, and reputation (this includes proper care and respect for clients' property).
- b) Home Support North may make changes to employee's duties and responsibilities following consultation with, and agreement from the employee, including in relation to any specific assignment.
- c) Employees agree to perform all other reasonable duties and comply with reasonable instructions issued by Home Support North, and to act in a professional and positive manner and to utilise their time on assignment solely on work activities.

It is preferable that all employees hold and maintain a valid driver's licence and to have a registered and warranted vehicle available for all hours of work. Other modes of transport such as public transport, biking, walking etc are acceptable in some circumstances however the parties recognise the potential difficulties to provide adequate redeployment opportunities in some locations when the employee does not have suitable transportation.

4.0 Personal Protective Equipment (PPE)

Home Support North will provide employees with adequate and essential 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 DHBs. This may include (but not be limited to) the following: masks/face shields, aprons, shoe covers, gloves, hand washing facilities, hand sanitiser, or alternative as agreed with the support worker.

5.0 Place of Work

Employees' place of work will be as agreed prior to each client, but will ordinarily be at the homes of the clients that are allocated to the employee, or where authorised, at other locations in the community.

5.1 Hours of Operation

The Employer provides support to clients 24/7, 365 days a year, including public holidays.

The Employer's Head Office's current hours of operation are:

Monday – Friday 7am to 5pm, afterhours 5pm to 9pm
Public Holidays and Weekends (afterhours) 7am to 9pm

6.0 Guaranteed Hours

- a) Guaranteed Hours will be explained to applicants at the initial interview and further information will be provided during the induction training.

- b) All staff will be entitled to a minimum of two Guaranteed Hours as soon as a suitable Client can be found. The allocation of these hours will be prioritised. After 12 weeks, Support Workers will be contacted and advised on how to apply for an increase in Guaranteed Hours.
- c) Any suitable Clients that Support Workers have been going to for more than 6 weeks can be included in any request to increase Guaranteed Hours. Home Support North will endeavour to offer more than two guaranteed hours wherever possible and practicable and is committed to increasing the security of guaranteed hours. Guaranteed hours may include, and will specify, (where relevant) any guaranteed hours to be performed as sleepover shifts.
- d) Some Clients are unable to be included in Guaranteed Hours due to being Acute home-based short-term services (six weeks or less) or aren't funded due to being ACC, private clients, or whānau support.
- e) Where clients are remote, and there are no other clients available within 15km's, a client will only be accepted for guaranteed hours under the condition that the support worker agree to travel outside the geographical area to a replacement client (and travel time doesn't exceed availability).
- f) Each employee's Guaranteed Hours will be agreed with them in writing as additional terms and conditions of employment at the commencement of their employment (in accordance with section 61 of the Employment Relations Act 2000), along with the agreed days and times those Guaranteed Hours will be worked.
- g) In the circumstances that an employee cannot work any rostered Guaranteed Hours, the employee will need to take the appropriate leave (e.g., annual, sick, bereavement, alternative, or unpaid) in accordance with this Agreement.
- h) Where the employee is not provided their guaranteed hours for any particular pay period, the employee will be paid for the balance of those hours as if they had been worked unless there is comparable replacement work at the same time, in the same general geographic location. This will include cancellations within the rostered period and the payment is seen as compensation for the cancellation.
- i) Regular clients, and the support they require, may fluctuate over time and are subject to factors such as the client continuing to be funded or not requiring (for whatever reason) the employees' services. If any of an employee's regular clients no longer require the employee's services for whatever reason, Home Support North will make best endeavours to source alternative appointments in the same general geographical location or, if none are available, in other areas (subject to the support worker's agreement) to ensure the employee's Guaranteed Hours are provided. If no alternative appointments can be sourced, then the Changing Guaranteed Hours clause of this Agreement below will apply. "Regular Clients" means clients who require ongoing support on an open-ended basis or receive support for longer than 6 weeks.
- j) Home Support North 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.

- k) Home support North may contact support workers outside their preferred days and times if urgent work becomes available. It is at the discretion of the support worker whether or not they wish to respond at these times. If a support worker does not want to be contacted outside of their preferred days and times, they should let their coordinator know, and this will be noted on their file.
- l) Existing staff who don't have a minimum of two Guaranteed Hours will be offered two Guaranteed Hours as soon as practicable but no later than the end of November 2022.

6.1 Rosters

Rosters will be provided via the app or can be printed out at the office. Support workers will be contacted via text, phone (mobile or landline) or email if the Employer wishes to make any changes to the roster.

6.2 Additional Hours

The Employer may offer 'additional hours' to employees' guaranteed hours. These are not guaranteed and are offered only when available. Employees may decline the offer of additional hours. However, once agreed, those hours are confirmed and binding upon both parties for the relevant rostered period (subject to clause 6.3 below).

Additional hours outside of those set out on the roster may only be worked with the Employer's prior approval. If a client requests that an employee work in excess of the hours set out on the roster, the employee will immediately advise the Employer and seek approval before commencing such work.

6.3 Cancellation of Additional Hours

Home Support North will give notice of cancelled appointments as far in advance as reasonably practicable. If additional hours are cancelled with less than 48 hours' notice and replacement work cannot be provided at the same day and time, the employee will be paid as if they had worked and will also be paid for the relevant in between travel time. Messages left with 48 hours or more notice prior to appointment commencement are considered sufficient notice.

Where the employee has already commenced travelling to the cancelled appointment upon becoming aware, they will be paid the applicable travel time and cost payments.

If additional hours are cancelled with more than 48 hours' notice, the employee will not receive any payment for those additional hours.

Payment for non-replaced cancelled appointments within the 48 hours or less notice period will be reasonable compensation for the cancellation, in accordance with section 67G of the Employment Relations Act 2000.

6.4 Changing Guaranteed Hours

If an employee's regular clients change, Home Support North will take all reasonable steps to find replacement work before proposing any reduction to the employee's Guaranteed Hour's total. This will include looking at additional hours being worked by other support workers.

If a permanent reduction to an employee's guaranteed hours is proposed, there will be a one-week consultation period (which will include discussing work available on different days, times, and locations with the effected employee) and then 2 weeks' notice if the Guaranteed Hours are to be reduced. Employees will continue to be paid for their Guaranteed Hours until any such change by the Employer becomes effective.

Any increase to an employee's Guaranteed Hours will be by agreement only. If an employee works regular additional hours for more than 6 weeks, the Employer may offer, or the employee may request, for those hours to become ongoing Guaranteed Hours. Increases in guaranteed hours will be distributed equitably where possible. Where an employee supports a client who has ongoing funding, the above clause does not prevent these hours from being offered immediately to the employee as Guaranteed Hours.

The Employer has an obligation to inform the employee that they are able to request that their regular clients become ongoing guaranteed hours at the time that they are being assigned each client (of those that do not automatically become guaranteed hours). The Employer will also make information about this process easily available to support workers (e.g., through inductions, support worker handbook, online, and via the app).

Any change to an employee's Guaranteed Hours including the agreed days and times will be recorded in writing as additional terms and conditions of employment, in accordance with section 61 of the Employment Relations Act 2000.

Staff who do find the process, or any decision arising from that process stressful will have access to counselling via the employee Assistance Programme (EAP).

Home Support North will take all reasonable steps to offer new permanent Guaranteed Hours to current support workers who have lost guaranteed hours before they are offered to those who haven't lost Guaranteed Hours and before new Support Workers are employed.

Where cancelled guaranteed hours include a component that is a sleepover, they may, where possible, be replaced by sleepover hours of the same duration, or normal hours of the same duration.

Where existing guaranteed hours do not include a sleepover, those hours cannot be replaced by a sleepover unless consultation is completed, and this is agreed by the support worker.

6.5 Guaranteed Hours Monitoring

Upon request from the Union, the Employer will provide information by area (Whangārei, Mid-North or Far North) showing the number of support workers employed, the total number of hours guaranteed to support workers and the number of hours delivered per pay period and the number of additional hours being worked per pay period.

Home Support North will provide, upon request, a snapshot report (of data available at the date and time) of information relating to guaranteed hours, such as Union members' individual guaranteed hours, noting whether or not hours have increased or decreased, and by what amount. This is in order to track progress against clause 6.0 (f) (increasing security of guaranteed hours) of this Collective Agreement.

6.6 Swapping Duties for those workers on 24/7 rosters

If, for any reason, an employee wishes to swap a shift with another Support Worker, they must first obtain the consent of their Coordinator. In addition, their Coordinator must give prior approval to any arrangement to share the duties on a shift.

When an employee is working within a 24/7 roster, and another Support Worker is late, or unable to attend, the employee may be requested to continue work, on pay, until relieved. In the event that the employee is unable to continue to work, they must advise their Coordinator who will make alternative arrangements.

6.7 Casual Support Workers

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 Home Support North to offer casual employees any amount of work, and there is no obligation on casual employees to accept any work offered.

Where, over time, a regular pattern of work develops, the employer may deem, or the employee may request permanent employment.

When offering or requesting permanent employment, the parties will consider the definition of "regular clients", being "clients who require ongoing support on an open-ended basis or receive support for longer than 6 weeks".

6.8 Safe rostering and safe hours of work

Where a sleepover is worked between or adjacent to two awake shifts an employee may be rostered continuously, except for where they have been disturbed to the extent that this shift reverts to an awake shift. Under this circumstance, the employee will be excluded from administering medication or driving for the following shift. When the manager deems the employee should be sent home because of fatigue due to being woken during the night, the employee will not be financially disadvantaged.

Support Workers are to average at least one day (24 hours) off per week.

6.9 Client incompatibility

Where incompatibility between a client and an employee occurs, the Employer will attempt to resolve the matter – this will involve the Employer making every endeavour to enter into discussions with and between the client and the employee in order to attempt to facilitate a resolution where possible. However, the Employer cannot force a client to accept a particular support worker. Where a change must occur for this reason, wherever possible, the employee's lost hours will be replaced with another client, which may include a swap with the worker picking up the lost client.

6.10 Flexible working arrangements

Where an employee has worked for the Employer for six months and is responsible for caring for another person, the Employer has set out a process whereby the employee may apply for Flexible Working Arrangements that meet the requirements of the Employment Relations Act 2000.

7.0 Rest and Meal Breaks

Employees are entitled to paid rest breaks and unpaid meal breaks depending on the length of their period of work, in accordance with the provisions of the Employment Relations Act 2000 (as may be amended from time to time) which currently are as follows:

- a) If an employee's work period is 2 hours or more but not more than 4 hours, the employee is entitled to one 10-minute paid rest break.
- b) If an employee's work period is more than 4 hours but not more than 6 hours, the employee is entitled to:
 - i. one 10-minute paid rest break; and
 - ii. one 30-minute meal break (unpaid)
- c) If an employee's work period is more than 6 hours but not more than 8 hours, the employee is entitled to:
 - i. two 10-minute paid rest breaks; and
 - ii. one 30-minute meal break (unpaid)
- d) If an employee's work period is more than 8 hours, the employee is entitled to:
 - i. the same breaks as specified in subsection (c); and
 - ii. the breaks as specified in subsections (a) and (b) as if the employee's work period had started at the end of the eighth hour.

8.0 Wages

The following pay scale currently applies to Support Workers. The parties acknowledge that sector negotiations are taking place at the time of bargaining for this collective agreement. Therefore, any settlement or funding increases at a sector wide level would trigger a change in the below rates.

Following a settlement, the collective agreement will be changed accordingly.

Level	Qualification or service	1 July 2022
1	L0 <u>or</u> <3 years' service	\$ 22.49
2	L2* <u>or</u> 3+ years' service	\$ 24.06
3	L3* <u>or</u> 8+ years' service	\$ 26.16
4	L4* <u>or</u> 12+ years' service	\$ 28.25
4b	Reaches 12+ years' service after 1 July 2017 with no L4*	\$ 27.20

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

"Service" only applies to those already employed on 1 July 2017 and is continuous employment with the current Employer including service recognised as continuous for the purposes of transferring workers. 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.

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 the achieving the Level 3 qualification.
- Progression to Level 4 will be on the achieving the Level 4 qualification.

(Level 4b does not apply to staff employed after 1 July 2017).

8.1 Ability to gain Qualifications

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

- a) Level 2 Certificate – within 12 months of commencement of employment
- b) Level 3 Certificate – within 3 years of commencement of employment
- c) Level 4 Certificate – within 6 years of commencement of employment

Employer Support for training includes but is not limited to:

- Paying for registration and course fees for the above-mentioned qualifications. Upon completion of any of the above-mentioned qualifications, or any relevant equivalent, Home Support North will pay union members an achievement fee \$400. Anyone who has commenced training at the time of ratification of this agreement is eligible for the fee.
- Access to an assessor as required.
- Where a group of support workers request group support for training in a classroom setting Home Support North will facilitate this request where practicable.
- Discussions with Home Support North's trainer about career pathways and opportunities
- Computer and literacy support including organising access to a computer where practicable.
- Support access to literacy training and support where requested by the employee.
- Maintain a record for every care and support worker in their employment, accessible to a union representative, when the employee provides their consent that sets out the care or support workers qualification development.
- Any further support as outlined in the Employer's Training Policy.
- Access to 'refresher courses' where practicable.

The Employer must take all reasonably practical steps to support employees to attain the qualifications within the timeframes specified in clause 8.1 above.

9.0 Expenses

Employees will be reimbursed for any reasonable expenses incurred wholly and necessarily in the course of their duties. Such expenses should be approved in advance.

10.0 Phone reimbursement

Employees who use the Home Support North Rostering App for time-sheets will receive a non-taxable reimbursement allowance of \$5.00 per fortnight towards all work-related data and calls. If a worker wants assistance with using the app, they should contact the Employer who will provide training.

11.0 Travel Reimbursement

Travel cost payments are subject to change as directed and funded by any of the Ministry of Health, ACC, the Crown or the DHB or as otherwise agreed.

		Support Worker Pay Rate				
		Level 0	Level 2	Level 3	Level 4a	Level 4b
All travel under 15km (first visit not paid)	Qualifying travel time: 8.5 minutes	\$3.19	\$3.41	\$3.71	\$3.85	\$4.00
	Qualifying travel distance: 3.7km	\$2.35	\$2.35	\$2.35	\$2.35	\$2.35
Total		\$5.54	\$5.76	\$6.06	\$6.20	\$6.35
Exceptional Travel	Travel Time	\$22.49/hr	\$24.06/hr	\$26.16/hr	\$27.20/hr	\$28.25/hr
	Travel Distance	\$0.635/km	\$0.635/km	\$0.635/km	\$0.635/km	\$0.635/km

11.1 Split shift payments

From the day after the date of ratification, when an employee is required to work a split shift, the worker will be paid standard or exceptional travel (whichever is applicable based on the distance) for the trip home from the client before the break between work periods and from home to the client after the break between work periods and from home to the client after the break between work periods. This should be calculated to and from the worker's home address, between work periods.

This is subject to and dependent on funding being maintained from the applicable funders.

A split shift is defined as two or more periods of work on the same day which are separated by one (1) hour or more.

11.2 Mileage for Authorised Use

Where a support worker is requested to use their personal vehicle with a client (to take them shopping) the client should pay \$5 per trip (5kms or under) and \$5 for every subsequent 5km's. If there are issues with the client paying the support worker, Home Support North will help resolve the issue by, for example, contacting the client, or by providing a printout for the support worker to hand to the client.

12.0 Sleepover Rate

- a) Where an employee stays overnight in a client's home and they are a private client, they shall be paid their normal hourly rate hour during the sleep over hours.
- b) Where an employee stays overnight in a client's home and they are an ACC client, they shall be paid the current adult minimum wage rate during the sleep over hours.
- c) If an employee spends 50% or more of a sleepover shift awake, the shift then becomes a 'wakeover' and they will be paid at their normal hourly rate.
- d) Where an employee 'sleeps over' they shall have access to a separate, suitable room, clean linen, and access to appropriate emergency call facilities. In line with the Employer's health and safety policies, they shall be able to feel safe and reasonably comfortable.

13.0 Payment of wages

Employee wages are paid fortnightly, for the previous fortnight (Midnight Sunday to the second following midnight Sunday), into the employee's nominated bank account. In the event Home Support North was looking to change this pay cycle they would consult with the Union and effected members and ensure no unjustified disadvantage and the period for any guaranteed hours in any transition.

Where it is agreed that there has been an underpayment of an employee's weekly pay, Home Support North will pay the underpayment as part of special pay run on either Friday that week or Monday the following week where requested by the employee, otherwise by the next pay run at the latest.

Where the Employer accepts that the underpayment was due to an error by the Employer, it will reimburse the employee for any bank penalties incurred as a result of the underpayment.

13.1 Recovery of Overpayments and Wage Deductions

- a) Home Support North will consult with an employee before any specific deduction is made from payments due to them. In particular, it will propose to make a specific deduction and it will seek the employee's feedback to that proposal before making any deduction. This could include feedback about the amount owed and/or the frequency of repayments. Employees may withdraw their consent for the making of deductions from their wages by giving the Employer written notice to that effect.

- b) Home Support North may, with agreement, make a rateable deduction from an employee's wage as above for any (but not limited to) the following reasons:
- i. The employee has submitted an incorrect timesheet or has claimed unauthorised time.
 - ii. The employee uses Home Support North's or one of Home Support North's clients' accounts to make a personal purchase.
 - iii. Private toll calls are made from Home Support North's or one of Home Support North's client's premises that have not been paid for by the employee at the time of calling.
- c) In addition, should the employee's employment be terminated, Home Support North shall be entitled to make a rateable deduction from the employee's final payment where Home Support North has paid out sick, bereavement or annual leave to the employee in advance of their entitlement and their employment ends before the entitlement has fallen due.
- d) Where requested by an employee, Home Support North shall deduct from their wage any agreed amount for matters such as KiwiSaver or Union fees and pay the amount to the relevant organisations.

13.2 KiwiSaver

If an employee is eligible to join the KiwiSaver scheme, they will automatically be enrolled. From there, they will be issued with a 'KiwiSaver employee information pack' (KS3) and deductions will be made from their first pay.

Should an employee wish to opt out of the scheme, they will need to complete the 'new employee opt out request form' (KS10). Deductions can only be stopped once an employee has been employed for two weeks and up to eight weeks, i.e., on or after day 14 and on or before day 56 of starting employment. Deductions made up until the opt out date will be refunded.

Any contributions made by Home Support North to the Kiwisaver scheme are made for the purposes of the Kiwisaver Act 2006 only and are subject to any amendment or repeal of the Act or related legislation.

More information about KiwiSaver, including what Employers and employees need to do to start a savings scheme, is available from www.kiwisaver.govt.nz

KiwiSaver deductions will be recorded on employees' payslips.

14.0 Benefits and Tools

If an employee is eligible for benefits and tools to support their shift, these will be arranged when the shift is agreed on and may be confirmed in writing.

All benefits and tools must be transferred back to Home Support North at the completion of the shift.

Should any company or client property not be returned in satisfactory condition, the company may discuss with the employee about making a deduction from the employee's wage or final pay to cover replacement or repair costs, in accordance with the Recovery of Overpayments and Wage Deductions clause up above.

15.0 Health and Safety at Work

The parties endorse the purpose of the Health and Safety at Work Act 2015, particularly the aims of:

- a) Protecting employees against harm to their health, safety, and welfare by eliminating or minimising risks arising from work; and
- b) Providing for fair and effective workplace representation, consultation, and co-operation in relation to work health and safety.
- c) The Employer shall provide and display in a place accessible to employees a copy of the Health and Safety at Work Act 2015 (this may be online). And the HSAW (worker engagement, participation, and representation) Regulations 2016.

In accordance with sections 58 and 59 of the Act, the Employer will, so far as is reasonably practicable, engage with employees about matters directly affecting their health or safety. Relevant information shall be shared with employees in a timely manner, and they will be given reasonable opportunity to express their views and raise issues and to contribute to the decision-making process. The Employer will take employees views into account and the employees will be advised of the outcome of the engagement in a timely manner. If the employees are represented by a health and safety representative, that representative will be involved in any engagement with employees about health or safety matters.

In the event of a notifiable event as defined in section 25 of the Health and Safety at Work Act, affecting any employee covered by this agreement, the Union will be informed of the event as soon as possible and will be entitled to be heard in the course of the investigation, and will receive a copy of any conclusions arising out of the Employer's investigation into the event.

15.1 Worker Participation Agreement

The parties will work together during the term of this agreement to agree on a worker participation agreement that will outline in detail how the parties will work together with regard to Health and Safety.

15.2 Communicable Diseases

- a) No employee shall be required to attend a client with an infectious disease, where the client's status is known. Should an employee agree to attend such a client, protective clothing and training will be provided.

- b) It is acknowledged that employees may be required to work with clients who have been or may become exposed to certain communicable diseases. Where the Employer knows that the client has such a communicable disease then, before providing services, the employee may be requested to submit to 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 the Employer.
- c) Where the test(s) in clause 15.2(b) is undertaken the results of the medical report provided will be supplied to the employee and will be treated in confidence by the Employer.
- d) If an employee contracts any of the conditions referred to in clause 15.2(b) in the workplace the Employer will:
- i. In consultation with the employee, review the provision of services to the client; and
 - ii. Meet the employee's reasonable medical expenses in investigating the condition (for the avoidance of doubt this clause does not extend to treatment); and
 - iii. Review the employees' provision of services to other clients; and
 - iv. Meet the required medical costs associated directly with the condition of the employee that are not covered by the public health system for a maximum period of one year from the date of the initial investigation of the disease and;
 - v. Consult with the employee and their representative regarding the need for special leave to recover from such illnesses as referred to in clause 15.2(b).
 - vi. Review, alongside the employee, their ongoing employment.

If the review results in loss of whole or partial employment for the employee, the parties will meet in an attempt to agree to on options to avoid disadvantage, taking into account such factors as applicable ACC and welfare entitlements.

15.3 Adverse Events

The organisation's planning for adverse events will include:

- Pre-written instructions to staff about what to do in the event of an emergency.
- Staff emergency contact lists that are up-to-date and readily accessible, while maintaining confidentiality.

- Pre-arranged systems to account for staff in the immediate post-disaster phase, contacting and checking on staff safety, as well as having pre-disaster systems for recording staff and visitor movements.
- Systems for accurate and timely communication to staff on practical matters such as the safety of buildings.

Worksites affected by adverse events

Employees will not be asked to enter a worksite or continue work where, because of an adverse event there is a serious risk to health and safety from an immediate hazard.

In deciding whether to close a worksite affected by an adverse event, the Employer will consider:

- Advice from relevant authorities
- The health, safety and security of staff and the public
- Security of property, assets, and records; and
- Maintenance of business operations as far as is reasonable.

Getting to and from work

If because of an adverse event there is a Police or other official advisory in place advising people not to travel, employees within the area covered by that advisory are not required to travel to work.

Effects of adverse event on employee's personal circumstances

Time off and flexible working may be granted where, as a result of an adverse event, an employee needs to make immediate arrangements for:

- clean-up or repairs to their home or property; or
- the care of children or other dependents; or
- other activities which help them recover from the adverse event

Support

Where employees are at work during and following an adverse event, the Employer will provide flexibility to allow employees to contact family members to check on or report safety.

Following an adverse event, the Employer will provide affected employees with access to an appropriate employee advisory service.

NOTE: Adverse events means emergency situations or severe weather events.

15.4 Vaccinations

In recognition of the Employer obligation to provide a safe work environment and the requirement to continue to provide support to clients despite them becoming ill the Employer will pay for employees to get vaccinated on a yearly basis or where necessary.

15.5 Challenging Behaviour

Reasonably practicable steps will be taken to minimise the risk to employees of harm due to the challenging behaviours of clients. To not do so is a breach of the Health and Safety at Work Act 2015. Where a Union member has experienced challenging behaviour as an incident the member can expect to have:

- A debrief with the manager and if relevant team.
- An offer of EAP.
- Follow up with the manager within 24 hours of the incident.
- Work with the team to develop a plan/ strategy to mitigate such an event occurring again.

The discussions with the manager may cover the issue of whether the Union member is fit to continue to attend work, any leave entitlements due to them including any discretionary leave that may be appropriate, and any support that can be provided by Home Support North regarding any potential ACC claim.

15.6 Bullying and Harassment

The Employer is strongly committed to safeguarding employees from bullying and harassment in the workplace and accordingly bullying and harassment of any kind is prohibited. If the employee wishes to raise any such issue they may discuss it with their representative, but there is an obligation to raise it with their manager or if that is inappropriate, their manager's manager.

15.7 Drug and Alcohol Policy

There is no place for intoxication in the workplace. Any person who is under the influence of drugs or alcohol while working can be a danger to themselves, their colleagues, and clients.

The following will be viewed as serious misconduct and may result in termination of employment or contract arrangements.

- The unauthorised possession or use of alcohol in the workplace.
- The possession or use of illegal drugs in the workplace.
- The sale and/or distribution of illegal drugs while undertaking duties for Home Support North.
- Turning up to work under the influence of drugs or alcohol.

Testing

Home Support North will test for drug and/or alcohol impairment in the following situations:

- **Pre-employment**
- **Reasonable cause or suspicion:** In a situation where it is suspected that someone is under the influence of drugs or alcohol. Suspicion is usually based on behaviour or appearance.
- **Post-accident, incident or near miss:** When it can be shown that unsafe behaviour was a contributory factor in that accident incident or near miss.

Testing for drugs will be conducted by saliva testing. Testing for alcohol will be done by breathalyser and may be done by a supervisor or manager.

Note: If you refuse to take a test when requested that will be treated as a positive test.

The Employer will work to develop a comprehensive drug and alcohol policy in agreement with the Union.

16.0 Annual leave

- a) E tū union members are entitled to 4 weeks paid annual holidays for every completed 12 months of employment.
- b) Employees should take their annual holidays within 12 months after they become due in accordance with the Leave Policy. Their entitlement to annual holidays remains until they take them. Employees' anniversary date remains the same.
- c) Where the employee wishes to take annual leave, notice of not less than two calendar weeks must be given to the Employer. The Employer will respond to any leave request as soon as practicable and within a reasonable timeframe. Approval for annual leave will not be unreasonably withheld.
- d) For payment, employees are required to submit a Leave Request Form either online through HSN website or original scanned/emailed to EST or delivered to office.
- e) Employees agree to be paid holiday pay in the pay cycle that relates to the period during which any leave is taken.

16.1 Annual leave for casual employees

Casual employees will be paid 8% Gross taxable earnings in lieu of annual leave to be added to the wages paid for each engagement. Where agreed, casuals may accrue holiday pay and have it paid out on request.

16.2 Cashing up Annual Leave and Lieu Days

Home Support North will consider all requests to cash up one week of entitled Annual Leave, per annum, in good faith.

Where lieu days are 12 months old or more, Home Support North will consider requests to cash up those lieu days, in good faith.

16.3 Public holidays

Public Holidays shall be in accordance with the Holidays Act 2003. Unless agreed otherwise the recognised holidays are:

- Christmas Day

- Boxing Day
 - New Year 's Day
 - The second day of January
 - Waitangi Day
 - Good Friday
 - Easter Monday
 - Anzac Day
 - The birthday of the reigning sovereign (Queen's birthday)
 - Matariki
 - Labour Day
 - Northland Anniversary Day
- a) Where the employee works for any part of a public holiday, then the employee will be paid at time and a half their relevant daily rate in accordance with the Holidays Act, 2003.
 - b) Where the employee works for any part of a public holiday which falls on a day that the employee would normally work, then the employee will also receive an alternative day's holiday to be paid at the employees' relevant daily pay for the day as the alternative holiday which is taken at a time which is mutually agreed.
 - c) If the employee works on a public holiday; and that day would not otherwise be a working day for that employee, the employee shall not be entitled to an alternative holiday.
 - d) If the employee does not work on a public holiday, and that day would otherwise be a working day for that employee, then the employee is entitled to payment for that day at the employee's relevant daily pay.
 - e) Employees must work on public holidays when requested to do so by the Employer, if that public holiday is otherwise a working day for the employee.
 - f) The Employer shall give reasonable notice to the employee if the Employer requires the employee to work on a public holiday.
 - g) Where the employee is required, or has agreed to work on a public holiday, but is unable to because the employee, their spouse or dependant is sick or injured, or the employee suffers a bereavement, the public holiday is treated as a paid unworked public holiday and the employee is entitled to be paid their relevant daily rate or average daily pay as applicable. The employee would not have sick leave or bereavement leave deducted and the employee does not become entitled to an alternative holiday.
 - h) Where an employee's days of work are not fixed, and it is unclear if the day should be treated as an otherwise working day. The employee shall be entitled to public holiday provisions if they worked the day of the week that the public holiday falls more than 40% of the time over the last three months.

17.0 Sick Leave

- a) Employees are entitled to 10 days sick leave after the completion of 6 months' continuous service.
- b) Additional sick leave may also be granted at the Employer's discretion where a permanent employee has no entitlement left. Alternatively, when an employee's sick leave allocation has been exhausted, the Employer may, at their discretion, grant an employee further anticipated sick leave. Leave granted under this provision may be debited as an advance on the next years' entitlement- up to a maximum of 10 days. The Employer is entitled to repayment of anticipated sick leave from the employee in the event of termination of employment prior to the employee's next entitlement arising.
- c) 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.
- d) Unused sick leave shall accumulate to a total of 45 days.
- e) Notice shall be given to the Employer as soon as possible of absence due to sick leave, and where at all possible before the commencement of the day's work.
- f) A claim for sick pay shall be supported by a Medical Certificate if requested by the Employer, after three (3) calendar days absence from the workplace.
- g) An employee who is on annual leave shall be entitled to sick leave in accordance with the provisions of the Holidays Act 2003.
- 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 proportionately where ACC is not paying full earnings to top earnings up to 100%, where entitlement exists.

18.0 Bereavement/Tangihanga Leave

- a) Employees are entitled up to 3 days' bereavement leave on the death of a close family member (including whāngai). This could be their spouse, partner, child (including miscarriage or stillbirth), brother, sister, parent and grandparent, grandchild, or spouse's or partner's parent. This also includes if 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 whāngai 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) Employees are entitled to 1 day's bereavement leave on the death of someone other than those listed above if Home Support North accepts that the employee has suffered a bereavement as a result of the death. This could include the death of a client supported for 6 months or more.
- c) When considering requests for bereavement leave the Employer 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) Any cultural responsibilities for the employee in relation to the death.
 - iii) The closeness of the relationship in the case of client death, between the support worker and the client.
- d) If an employee suffers bereavement during their annual holidays, Home Support North will allow the employee to take that period as bereavement leave provided this falls on a 'normal day of work'.
- e) Bereavement / Tangihanga leave will be paid at the employee's relevant daily pay (or average daily pay as applicable).
- f) Additional bereavement leave, with or without pay, may be granted at Home Support North's discretion or, if requested by the employee, Home Support North may agree to the leave being taken as annual holidays or alternative days.
- g) Employees must notify Home Support North as early as possible if they intend to take bereavement leave, complete a leave application form, and submit this to Home Support North as soon as possible.

19.0 Parental Leave

Parental leave is as provided by the Parental Leave and Employment Protection Act 1987 and subsequent amendments. Home Support North requires at least 3 months' notice of an employee's intention to take leave in order to provide the employee with information on entitlements, including the timeframe required for the employee to advise Home Support North of their return to work. It's the employee's responsibility to ensure they understand these requirements before taking leave.

20.0 Jury Service

- a) The parties to this Agreement agree that considering the nature of the business, should an employee be called for jury service, both parties may agree to jointly make application to the Court for leave from jury service.
- b) An employee called for jury service shall advise the Employer as soon as practicable so that options can be discussed.

- c) Employees undertaking jury service will be granted leave without pay for the actual hours required on jury service and may retain any payments from the courts.
- d) The employee shall return to work at any time they are not required by the Court during their normal shifts.

21.0 Leave without Pay

- a) In the event that the employee requests to take leave without pay for professional development reasons or to assist a direct relative on compassionate grounds, or other similar situation, the Employer may grant such leave to a limit of eight weeks without loss of current continuous service or position. The Employer acknowledges that approval of such request will not be unreasonably withheld.
- b) Approval for a request for leave without pay for a period longer than eight weeks' is at the discretion of the Employer and the employee will have no expectation that such leave will be approved.
- c) Other reasons for leave without pay requests will be considered on a case-by-case basis.
- d) Leave without pay will only be granted once all other relevant leave entitlements have been exhausted.

22.0 Te Tiriti Obligations and Treaty Leave

- a) Home Support North commits to support the principles of Te Tiriti o Waitangi/Treaty of Waitangi and the unique status of Māori as Tangata Whenua of Aotearoa/New Zealand. Home Support North will provide a safe working environment that supports the cultural beliefs, aspirations, and practices of its Māori employees. Home Support North recognises the importance of discussing with each employee their unique needs.
- b) After 5 years of service, all staff that identify as Māori are entitled to apply for a one-off eight weeks leave without pay request, with job protection for the purposes of connecting with or contributing to their iwi/Te Reo Māori. This will not impact the employee's total length of service.
- c) Following the normal leave approval processes all Māori employees and whānau Māori shall be entitled to apply for unpaid leave of up to 5 days per annum for the purpose of attending Māori Hui such as:
 - Land Court Hearings concerning land issues of the staff members iwi
 - Marae working bees of obligatory nature
 - Hui Raupatu (Hui regarding land claims)
 - Hura Kohatu (unveiling)

- Iwi committee elections

23.0 Professional Relationships

- a) Home Support North shall act as a good Employer in all dealing with employees, dealing with all aspects of the employment relationship in good faith and will take all practicable steps to provide employees with a safe and healthy work environment.
- b) Employees shall comply with all reasonable and lawful instructions, comply with all policy and procedures and perform their duties with all reasonable skill and diligence.
- c) Employees shall maintain any professional registration required and promptly inform Home Support North of any inability to comply with this requirement or any professional complaint or investigation.
- d) Employees shall complete all qualifications, training and professional development required that is specific to their position and as agreed, and promptly inform Home Support North of any inability to comply with this requirement.
- e) A courteous and professional relationship with all stakeholders and colleagues is expected at all times, with conduct that is in the best interests of Home Support North and does not bring the company into disrepute. employees will avoid conflict with clients or other employees and refer queries or problems unable to be easily or effectively resolved to Home Support North in a timely manner.

24.0 Domestic Violence

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. Therefore, the Employer is committed to support staff that experience family violence and staff seeking to deal with their own violence. An employee experiencing family violence or seeking help to deal with their violence will be referred to the EAP specialist family violence support services.

24.1 Definition:

The definition of family violence is as per section 9 of the Family Violence Act 2018.

24.2 Application:

An employee who is a person affected by family violence may make a request:

- a) At any time; and
- b) For the purpose of assisting the employee to deal with the effects on the employee of being a person affected by family violence. This applies regardless of how long ago the family violence occurred, and even if the family violence occurred before the person became an employee. This application can be made from day one of

employment and all provisions of this clause will be available to the employee from day one of employment.

In the case of suspected violence:

- The Employer will assist the employee in making a request, including making sure they know who to make the application to and what information they need to provide to make the request. If the request is required in writing the Employer will provide the necessary assistance to the employee to make sure this is not a barrier to them getting the support needed.
- The employee may nominate the manager they wish to work through their request and any subsequent arrangements with.
- Proof of domestic violence may be required and can be in the form of an agreed document issued by police, a court, a doctor, a nurse, a domestic violence support service, a counselling professional or lawyer.
- All personal information concerning domestic violence will be kept confidential. No information will be kept on personnel files without the employee being notified.
- In general, no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being a victim of family violence, however, the Employer will expect the employee to fulfil normal duties unless otherwise agreed.

24.3 Domestic Violence Leave

For those experiencing family violence, employees are entitled to up to 10 days of paid leave in any calendar year to be used for medical appointments, legal proceedings and other activities related to family violence. This leave is in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day.

Where required additional paid leave may be made available at the Employer's discretion, acknowledging the severe impact this can have on an employee both at home and at work.

24.4 Support for employees experiencing Domestic Violence

In order to provide support to employees experiencing domestic violence and to provide a safe work environment to all employees, the Employer will consider reasonable and practical request from an employee experiencing family violence to:

- a) Changes to working hours or pattern of working hours
- b) Change of duties or location provided that the operational needs of the business continue to be met
- c) A change to their work telephone number, device, or work email to avoid harassing contact
- d) Changes that improve the safety of the employee and/or their co-workers

- e) Managers may approve additional special leave when other leave has been exhausted
- f) Any other reasonable measures to assist the employee
- g) An employee experiencing family violence or seeking help to deal with their violence will be referred to specialist domestic violence support services

Employees who support a close personal relative experiencing domestic violence may take domestic leave to accompany them to court, hospital or to mind children provided that proof of the violence is provided.

25.0 Employee Assistance Programme (EAP)

The Employee Assistance Programme (EAP) is an expression of the Employer's continuing interest in the wellbeing of its employees and represents the recognition of the reality of human problems in the workplace. Many of these difficulties are responsive to treatment and rehabilitation. The EAP has as its primary functions:

- The provision of intervention, assessment, and referral services for troubled employees.
- The provision of a contact number for support.
- The provision of a critical incident debriefing service.
- The provision of promotional material for the organisation's managers and staff.

Employees have an entitlement to up to 3 EAP sessions per issue. Home Support North has the discretion to provide employees with additional sessions on a case-by-case basis.

The EAP Programme ensures that employees at all levels have the opportunity to obtain professional help in an atmosphere of privacy and confidentiality.

The EAP Programme is designed to maintain and enhance the health, wellbeing, and performance of the employees. In recognition of the reality and impact of human problems in the workplace the EAP Programme is dedicated to supporting and strengthening the organisations work environment through the provision of professional help for employees. Those experiencing work affecting concerns, will receive assistance in a manner stressing prevention, self-initiative, and confidentiality.

26.0 Uniforms

Support Workers may be required to wear a uniform as provided by the Employer. If required, the Employer will provide sufficient Uniform items to enable the employee to maintain a professional standard of dress and undertake the washing of those items. Uniforms will be replaced for fair wear and tear or as otherwise agreed.

27.0 Team Meetings

Where the Employer has requested staff to attend training or staff meetings outside of their normal roster, such time will be deemed as work time. Employees will be paid relevant IBT payments to get to and from training and staff meetings.

28.0 Confidentiality

Except in the proper performance of their duties, or as authorised by Home Support North, employees shall not use, or divulge to anyone, or use to the detriment of Home Support North or Home Support North Clients, any confidential information which may come to their knowledge as a result of their employment. For clarity, confidential information includes all current, past, and prospective client details, computer programmes, software, forms and documents, training manuals and techniques, products, services, prices charged by the company, marketing and sales plans and financial information and intellectual property. Any alleged breach of this clause may be investigated and may be considered a disciplinary matter.

These provisions do not limit the right to provide information about employment matters to the Union.

28.1 Privacy

Home Support North may collect and retain personal information relating to employees' employment directly from the employee or any third party. All employees have the right to view this information and attain a copy upon request, which will be provided within 21 days.

Under the Privacy Act 2020, employees have rights and obligations and in particular rights of access to, and correction of, personal information within (except insofar as it relates to any exemption provided by the Act).

Home Support North may, from time to time, share personal information about employees (including duties and salary details) with third parties where legally required. This is for directly related purposes in connection with which the information was obtained. Employee personal information will at all times be treated strictly confidentially and in accordance with the Privacy Act 1993.

Home Support North may transfer personal information about an employee to its parent and/or related entities to increase efficiencies in its human resources systems and/or for other operational purposes.

Should an employee believe that there has been a breach of their or any other person's privacy they should contact the Chief Executive the first instance.

28.2 Intellectual Property

Any idea, concept, patent, design, copyright, trademark, product, process or other form of intellectual property or proprietary interest in any matter or thing discovered, conceived, or

developed either in whole or part by you arising from, or in connection with, Home Support North's activities and business affairs will be the absolute property of Home Support North.

29.0 Right to Work in New Zealand

Employment is conditional upon the employee holding and maintaining a legal right to work in New Zealand.

Employees must produce evidence of their entitlement to work in New Zealand upon request. Failure to produce this evidence upon request may result in the termination of the employee's employment.

It is the employee's responsibility to ensure they complete any immigration requirements in a timely manner and keep Home Support North informed, including providing Home Support North with a copy of their renewed visa before their current visa expires. Employees must also notify Home Support North immediately if their visa is, or is likely to, expire or be suspended or cancelled.

Should an employee hold a visa with restrictions on their hours of work; it is their responsibility to ensure they work within those restrictions. Further, should the employee wish to work increased hours during any periods allowed by their visa (e.g., vacations), they will notify Home Support North of the start and end dates of these periods in an accurate and timely manner. Home Support North will not allocate employee's hours of work beyond what they are lawfully entitled to by their visa conditions.

Home Support North is compliant with the Immigration Act 2009. Should an employee hold a Visa which expires, then their employment will immediately cease without pay while the employee pursues renewal and will not recommence until Home Support North has a copy of the renewed visa. Should an employee be unable to renew their visa, their employment will terminate.

Home Support North is unable to provide employees with immigration advice or application requirements, but they can seek expert advice from www.immigration.govt.nz or www.malcolmpacific.com.

30.0 Indemnity

The Employer will indemnify employees against all actions brought against the Employer or employees by a third party in respect of or arising out of the proper performance of your lawful duties, other than those arising out of wilful neglect, default, or misconduct on your part.

In the event where employees are required to use a client's motor vehicle and this requirement is set out in the client's support plan which has been duly authorised by the responsible manager, and the employee is involved in an accident that is not covered by their client's insurance, the Employer will provide indemnity if the support worker is not found

to be at fault. If the support worker is found to be at fault, the Employer may provide indemnity.

Where employees use their own vehicles, they are expected to have the appropriate insurance. At induction, Home Support North will confirm this with the worker. If workers need support choosing the appropriate insurance, they can contact Home Support North who will provide support with this process.

Home Support North will take best endeavours to support workers. On a case-by-case basis, Home Support North's insurance policy will indemnify workers involved in car accidents where other insurance is not available/ applicable.

31.0 Insurance

Employees shall be responsible for the safety and security of their own personal belongings and property during any shifts, and whilst travelling to and from any visit. Employees are advised to have appropriate insurance for any damage or losses that may occur during shifts and agree Home Support North is not liable should this occur.

Any requirement to handle homecare client cheques, cash, valuables, or equipment will be detailed in the client's Service Plan. Clients are advised to have appropriate insurance for any damage or losses that may occur during the provision of service. Employees must advise their Service Coordinator if they are requested to handle any of the above and this is not detailed in the Service Plan, or they are unsure

In the event that loss or damage occurs to client property due to alleged theft, deliberate misuse, or unprofessional conduct, this may be investigated, and employees may be responsible for costs incurred and/or subject to disciplinary action.

32.0 Technology

When Home Support North wishes to introduce technological changes, it shall give employees concerned reasonable notice and training. When the introduction of such new technology changes work methods or skills required by an employee, employees are required to attend, in working time, any training courses that Home Support North directs them to, on pay.

33.0 Other Employment

Employees are not prohibited or restricted from performing work for another person and do not require Home Support North's consent. The potential exceptions to this are:

Providing care, paid or unpaid, in a private capacity to Home Support North clients, to whom the employee has been introduced as a consequence of their employment, without agreement from Home Support North. The reason for this is to ensure that Home Support North can manage any potential conflict of interest and the employee's professional conduct with regard to managing boundaries. The employee will consider any such concerns raised in good faith and attempt to find mutually agreeable solutions.

Engaging in additional work that impinges or is likely to impinge upon the proper performance of the employee's responsibilities and duties due to the combined daily or weekly hours worked. The reason for this is to ensure that the employee's health and safety and the quality of client care is managed appropriately.

If either of the potential exceptions listed above apply, Home Support North will raise their concerns with the employee. If Home Support North reasonably believes the Health and Safety is compromised as outlined in (b) above, it may propose that the employee to cease performing that other work or reduce their hours of work for Home Support North to a safe level.

34.0 Termination of Employment

Subject to other provisions contained within this agreement either party may terminate the employment relationship on giving two weeks' notice in writing to the other party. Employees are encouraged to give more notice if possible.

Due to the nature of their casual employment, there is no notice period for casual employees.

Employees' notice period shall be worked in accordance with their Guaranteed Hours.

On receiving or giving notice of termination, Home Support North may, at its sole discretion, elect to pay wages in lieu of notice for all or any part of the notice period, or to require an employee to undertake reduced or alternative duties consistent with their abilities or require that an employee does not attend the workplace during the notice period. In that event, the employee will continue to receive their full remuneration, will remain an employee of the Company, and will continue to be bound by their duties of confidentiality and fidelity for the balance of the notice period.

If an employee does not give the required notice, they may not receive any payment for notice.

Nothing in this clause shall prevent an employee's instant dismissal without notice for serious misconduct or other cause justifying dismissal without notice.

Upon termination, or earlier upon request of Home Support North, employees shall immediately return all Home Support North or client property that they have in their possession including (but not limited to) any keys, access cards, and ID badges, along with any documents, business items or information, whether hardcopy or stored electronically.

On termination, a certificate of service will be provided on request.

34.1 Abandonment of Employment

If an employee is absent for three working days from agreed shifts without authorisation and without contacting Home Support North, the employee will be deemed to have terminated

their employment. Home Support North will make reasonable attempts to contact employees during any such absence.

Such termination shall only occur after Home Support North has made reasonable attempts to contact the employee and ascertain the reason for their absence.

If, having taken reasonable steps to contact the employee, the employee is either unable to be contacted or having established contact with the employee, the employee does not clarify his/her employment intentions to the reasonable satisfaction of the Employer, then the employee will be considered to have abandoned their employment.

35.0 Suspension

If, at any time during employment, behaviour which could potentially amount to serious misconduct comes to Home Support North's attention, where there is a health and safety risk to anyone, or where the investigation may be impeded, the Employer may, following consultation with the employee, who may seek Union or other representation, suspend the employee on full pay from all or any normal duties while an investigation is carried out. During any such period of suspension the employee may not attend the Employer's workplace, including client homes, unless directed to do so by the Employer.

In circumstances where the safety or wellbeing of the employee, a client or colleague is comprised, and where representation cannot be arranged at short notice, the employee, following consultation with them, may agree to be sent home on special paid leave until such representation can be arranged.

The suspension does not imply guilt in regard to the allegation being investigated. It is purely to allow for the investigation of a serious allegation or for health and safety reasons.

During the term of any suspension this agreement shall continue to apply, and all rights, interests, and benefits conferred by it continue to accrue.

If an investigation is unreasonably delayed because the employee refuses to take part, or because of other reasons beyond the Employer's control, e.g., waiting for a criminal trial to end or failure to complete the Police Vetting Form for working with children within required timeframes, the Employer may decide any further time on suspension will be unpaid.

36.0 Cooperation, Consultation and Management of Change

NOTE: This clause does not relate to the 'reduction in guaranteed hours' provision outlined in clause 6.4.

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.

Consultation between the Employer, the Union 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.

The Employer accepts that the Union 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.

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

36.1 Redundancy Consultation

Consultation involves the statement of a proposal not yet finally decided upon. The consultation process will give employees affected, or likely to be affected, by any significant change to staffing, structures or work practise, and the Union the opportunity to put forward their views on any proposals or options developed for change prior to any final decision being made.

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 disestablishes an employee's position Home Support North shall in the first instance consider redeploying 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 four weeks' notice of the termination of their employment. This notice is instead of and not in addition to the notice provided in clause 34.

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

During the notice period employees will be allowed paid leave to attend job interviews provided that satisfactory evidence is produced if required by the Employer. Employees may accept other employment during the notice period, in which case employees may be paid for the un-worked portion of the notice period at the discretion of the Employer.

36.2 Employee Protection

Home Support North Healthcare is committed to the principles of part 6a of the Employment Relations Act and recognises that support workers are vulnerable workers, therefore the process detailed in part 6a will be followed.

As part of that process, the Employer will advise the employees of their right to accept or decline to transfer to the new Employer. All affected employees must be given a reasonable opportunity to exercise their right to elect to transfer to the new employer, or not to transfer to the new employer.

Where an employee chooses to transfer to the new employer, on the same or similar terms and conditions of employment the employee will not be deemed to be redundant for the purposes of clause 37.1 and the employer will not be required to give notice in accordance with clause 37.1.

If an employee elects not to transfer to the new Employer, where an employee has been offered employment on the same or substantially similar terms and conditions of employment, they will not be deemed to be redundant and the provisions of clause 37.1 will not be applicable. The Employer will be obliged to give notice in accordance with clause 35.

37.0 Union Matters

37.1 Union Fees

On written application of employee, the Employer will deduct Union fees from wages and will remit them on each pay run to the relevant 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.

Home Support North will within three months of the ratification of this agreement put in place a quarterly report for the Union on members who have left employment during that preceding three-month period.

37.2 Right of Entry

The Employer shall allow the Union reasonable access to the Employer's premises for recruitment purposes and / or to meet with members. The Union agree to give reasonable notice to the Employer of any intended visit where practicable. The parties acknowledge that the right of entry does not extend to dwelling houses in accordance with the Employment Relations Act and thus the Union will not access the employees when in a client's house.

The Employer will provide the Union with training schedules and meetings in advance, to enable the Union to access employees at the beginning or end of the training/meeting. The Union will seek consent from the Employer prior to attending the training/meeting and the Employer will advise employees of when the Union will be attending. Consent will not be unreasonably withheld. Union visits will be kept to a reasonable duration with regard to normal business operations.

37.3 Section 26 Meetings

- a) The Employer shall allow Union members to attend Union meetings as required by the Employment Relations Act in each calendar year. The parties agree the hours can be used more flexibly than the Act provides.

The Union shall give the Employer at least 14 days' notice of the date and time of any such meeting.

- b) 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.

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.

- c) employees shall be allowed to attend Union meetings on ordinary pay regardless of whether they are rostered to work at the time and as such the Union(s) agree to work with the Employer to schedule meetings at a time which causes the least disruption to clients. This agreement for payment and scheduling is in recognition of the Employer's difficulty in rearranging client visits for Union meetings.
- d) 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.

37.4 Union Meetings

- a) Home Support North recognises that from time to time it is necessary for union members to meet to discuss workplace matters (as per legislation).
- b) The Union will give reasonable notice to Home Support North to allow for the appropriate cover to be arranged.
- c) If the meetings are held outside of a members' scheduled work hours, the member will be paid for the duration of the meeting up to 2 hours.

37.5 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 coordinator

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) Employees performing representative roles within their Union (e.g., Executive or Industry/Sector Committee Meetings) may be released on pay to do so.
- e) One hour of paid delegate time per month for a regional delegates' meeting.
- f) Union member representation, and/or as requested for any other purposes by Home Support North management will be paid time.

37.6 Union Training

- a) The Union is entitled to allocate Union members paid leave each calendar year for the purposes of employment relations education, subject to the following formula for determining overall paid leave entitlement.
- b) The Union must give the Employer a notice stating the maximum number of days of ERE leave available to the group of eligible employees, and how the calculation was done.
- c) Any employment relations education course must be approved by the Union.
- d) The formula below is based on the number of full-time equivalent (FTE) Union members as at 1 March in each year this agreement applies.
- e) A full-time Union member works 30 hours or more during a week and is counted as 1.
- f) A part-time Union member works less than 30 hours per week and counts as one half member for the purposes of calculating the overall FTE figure.

Full-time equivalent employees as at 1st March in each calendar year this agreement applies	Maximum number of days of employment relations education leave (ERE) that the Union is entitled to allocate
1 – 5	3
6 – 50	5
51 – 280	1 day for every 8 full-time equivalent union members or of that number

281 or more	35 days plus 5 days for every 100 full-time equivalent union members or part of that number that exceeds 280
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- g) An employee proposing to take leave under this clause must tell his or her Employer: the dates on which the employee proposes to take the leave at least 14 days prior to the requested leave commencing. The employee must also inform the Employer of the employment relations education that the employee proposes to undertake during the leave.
- h) The Employer will pay to an employee that employee's relevant daily pay in accordance with the Holidays Act 2003 for every day or part day of leave taken under this clause.

37.7 Home Support North Delegate management meetings

Delegates, and appropriate Home Support North representatives (up to two from Whangārei, one from the mid-north and one from the far north), will meet at least 4 times per year in-person or by video conference 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. Agenda items will be provided well enough in advance to enable the other party to prepare.

Delegates will be paid up to 2 hours on each occasion.

Union organisers may attend where requested to do so by the delegate(s) or Home Support North.

38.0 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:

- a) 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 or your representative 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 Chief Executive. Where the Chief Executive is also not appropriate, then Human Resources (EST) may be contacted. It is the Employer'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 (unjustified dismissal, unjustified action, discrimination, sexual harassment, racial harassment, 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 the action came to the employee's notice, whichever is the 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.

- b) If the Employer does not resolve the issue to the satisfaction of the employee/s, the employee/s may apply to the MBIE 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.
- c) If the employment relationship problem is not able to be resolved with the assistance of the mediation service, the employee/s are able to proceed to the Employment Relations Authority, which will provide an investigatory process and will issue a written decision.

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.

39.0 Savings

Any employee who is paid at a higher hourly rate than the applicable step in this agreement shall continue to be paid at that higher rate.

Where an employee's written individual employment agreement (or variation thereof) specifically provided for a better condition 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.

40.0 No Pass On

Payments and conditions (other than legislated minimums and the phone reimbursement contained in clause 10.0 'Phone reimbursement') agreed by the parties will apply only to Union members and will not be passed on to Non-Union members for a period of at least 3 months from the date of the ratification.

41.0 Declaration

Signed by:

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On behalf of E tū Incorporated

Date

Signed by:

.....

On behalf of Home Support North Charitable Trust

Date

Appendix 1

Additional terms and conditions

Support workers who meet the criteria below are entitled to an additional \$1 per hour for weekend and evening work.

- i. Applies to Support Workers who were employed prior to 1 July 2017
- ii. Were receiving payment at the time
- iii. Payment only for meal preparation and personal cares (excludes Homecare)