

COLLECTIVE EMPLOYMENT AGREEMENT

Covering the following employers

CCS Disability Action Northland Inc
CCS Disability Action Auckland Inc
CCS Disability Action Waikato Inc
CCS Disability Action Bay of Plenty Inc
CCS Disability Action Manawatu -Horowhenua Inc
CCS Disability Action Tairāwhiti Hawkes Bay Inc
CCS Disability Action Wairarapa Inc
CCS Disability Action North Taranaki Inc
CCS Disability Action South and Central Taranaki Inc
CCS Disability Action Wellington Inc
CCS Disability Action Nelson Marlborough Inc
CCS Disability Action Canterbury and West Coast Inc
CCS Disability Action South Canterbury Inc
CCS Disability Action Waitaki Inc
CCS Disability Action Otago Inc
CCS Disability Action Southland Inc
CCS Disability Action Whanganui Inc

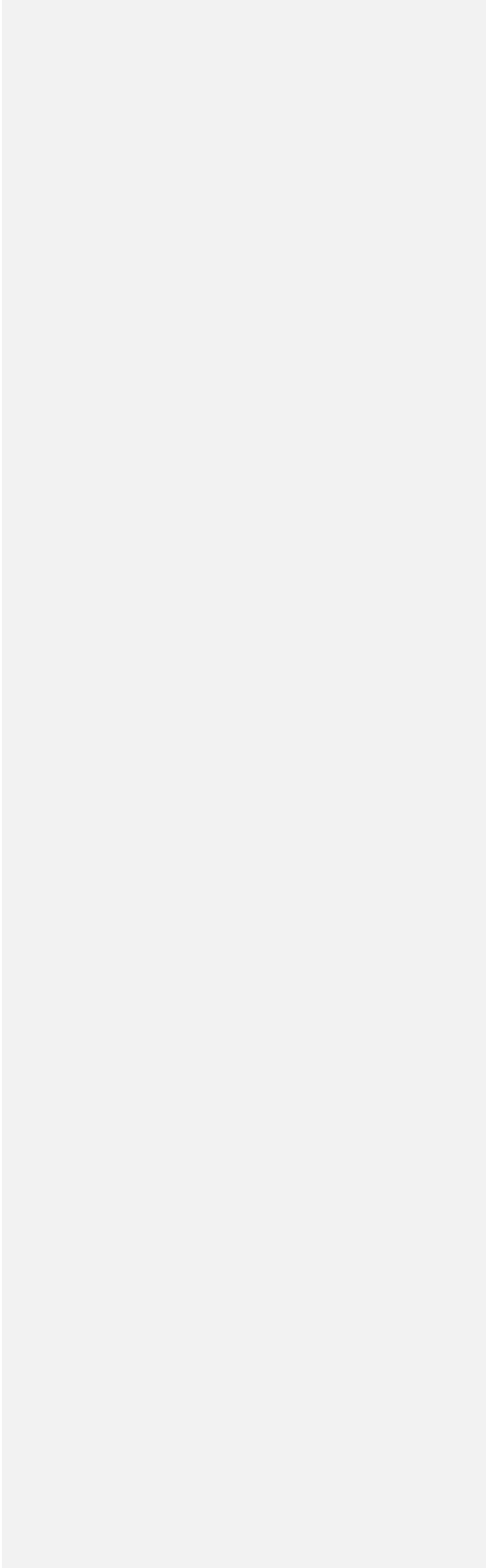
Negotiated with E tū Incorporated Union

1/07/2023 – 30/06/20234

E tū Incorporated
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Rongotai
Wellington

Phone: 0800 1 UNION

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The parties acknowledge the authority of Te Tiriti o Waitangi, and the unique status of Māori as tangata whenua of Aotearoa/New Zealand.

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The parties are committed to alignment with Te Tiriti o Waitangi and will promote and enable an understanding of the articles and principles and their implementation in the workplace. The way this will be promoted and enabled will be defined through organisational strategy and operational policies and procedures.

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1. Application

- 1.1 This Collective Employment Agreement shall apply to those employees who are members of E tū Incorporated employed in the following NZ CCS Disability Action branches:
- CCS Disability Action Northland Inc
 - CCS Disability Action Auckland Inc
 - CCS Disability Action Waikato Inc
 - CCS Disability Action Bay of Plenty Inc
 - CCS Disability Action North Taranaki Inc
 - CCS Disability Action South and Central Taranaki Inc
 - CCS Disability Action Wellington
 - CCS Disability Action Manawatu- Horowhenua Inc
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 - CCS Disability Action Canterbury and West Coast Inc
 - CCS Disability Action South Canterbury Inc
 - CCS Disability Action Waitaki Inc
 - CCS Disability Action Otago Inc
 - CCS Disability Action Southland Inc
 - CCS Disability Action Whanganui Inc
- 1.2 This agreement shall not apply to Team Leaders and employees who, by agreement, accept that the duties they perform predominantly include management duties.
- 1.3 The employee parties to this agreement agree to abide by the rules, bylaws, policies and/or procedures as may be current from time to time to ensure the smooth operation of the Branch. Any such rules, bylaws, policies and/or procedures shall not apply when they directly conflict with any statutory provisions. The union party shall be consulted over proposed changes to national human resources policies.
- 1.4 Nothing in this agreement shall operate as to reduce the written contractual terms of persons covered by other individual employment agreements who become covered by this collective.
- 1.5 Individual conditions of employment for employees may be determined in an individual attachment to be read as a part of the Collective Employment

Agreement, so long as such conditions are in addition to or an improvement on the conditions contained in this agreement.

1.6 Where the employer for any reason introduces any new position(s) in the workplace which are not currently covered by the classification provisions under Schedule One, the parties accept that the determining factors in deciding the appropriate salary shall be the duties described under the associated bands in this provision.

1.7 **New Workers**
Any Employee whose work comes within the coverage clause and who becomes a Member of the Union will become bound by the terms and conditions contained in this Agreement.

All new employees employed after the date of signing of this Agreement, whose work comes within the coverage clause, will be notified within their offer letter that there is a collective agreement covering the work they do, and will be provided with a copy of the collective agreement.

Where the new employee is not a member of the Union, the employer will inform the employee that:

- (a) this agreement exists and covers their work.
- (b) they may join the Union.
- (c) how to contact the Union
- (d) if the employee joins the Union, the employee will be bound by this collective agreement.
- (e) who their union delegate is.

The employer will give the employee a copy of this collective agreement.

The employer will notify the Union of the name and workplace of all new employees.

The employer will provide the employee with a union information pack as provided to the employer by the union. This will include information regarding local delegates. If a new employee agrees, time will be available for a new employee to meet with the local delegate to discuss the benefits of union membership.

1.8 No employee will be disadvantaged by the introduction of this new Agreement. This does not apply to a provision that is amended during this round of negotiations.

1.9 No employee will have their remuneration reduced by joining this Agreement provided the position is within the same salary band and same number of hours

2. Parties

2.1 The parties to this agreement are:

CCS Disability Action Northland Inc
CCS Disability Action Auckland Inc
CCS Disability Action Waikato Inc
CCS Disability Action Bay of Plenty Inc
CCS Disability Action North Taranaki Inc
CCS Disability Action South and Central Taranaki Inc
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CCS Disability Action South Canterbury Inc
CCS Disability Action Waitaki Inc
CCS Disability Action Otago Inc
CCS Disability Action Southland Inc
CCS Disability Action Whanganui Inc

And E tū Incorporated.

3. Duties

Duties are those specified in the job description which is confirmed at the time of appointment and reviewed on a systematic and regular basis (i.e., at least annually at a time immediately following the review of performance).

4. Code of Ethics

The parties to this document acknowledge the need to promote the well-being and independence of people with disabilities. Employees accept the responsibility to fulfil their lawful obligations within their employment agreement with professionalism and integrity at all times respecting the confidentiality of all CCS Disability Action consumers.

5. Hours of Work

5.1 The ordinary hours and days of work shall be as agreed at the time of appointment or subsequently amended by mutual agreement.

5.1.1 Employees may request a variation of their working arrangements as per the Employment Relation (Flexible Working Arrangements) Amendment Act 2007 where they have the care of any person and have been employed by their employer for the immediately preceding six months.

5.1.2 An eligible employee must put their request for a variation to their hours of work, days of work or place of work in writing. The request must comply with the Employment Relations Act and its amendments.

Furthermore, the parties agree to work together during the term of this agreement on an agreed process for determining or varying minimum guaranteed hours, including frequency of review of these hours.

- 5.2 The rates in Schedule One for ordinary hours of work are structured on 37.5 hours per week. By mutual agreement, the employee's ordinary hours of work may be increased to forty (40) hours per week or eighty (80) hours per fortnight. Where such an agreement is made it shall be in writing and recognised as per clause 1.5.
- 5.3 An employee shall be allowed, wherever practicable, at least nine consecutive hours off duty between the work of successive days.
- 5.4 Daily Breaks - Except by special arrangement no employee shall be required to work for more than 5 hours continuously without being allowed a meal break of not less than half an hour. An employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time
- 5.5 An interval of 10 minutes shall be allowed to each employee within each period totalling three to four hours, to partake on the premises a refreshment break. Tea, coffee, milk and sugar will be supplied at the employer's expense. These breaks should not cause disruption to service users.
- 5.6 Weekly Breaks - All full-time staff shall have two consecutive days off each week. For residential staff and special care staff, these days may well be determined by roster. No staff are to work more than 10 days consecutively without a break except by negotiation when any time off in lieu shall be mutually arranged.
- 5.7 Where the authorised ordinary working hours are exceeded by agreement the employee shall be compensated by time off during ordinary hours with a maximum allowable accumulation of 10 working days. Any such time off is to be taken as soon as practicable by arrangement with the employer. Where agreement is unable to be reached, the employer may give 14 days' notice to the employee of the requirements to take such leave.
- ~~5.8~~ Employees employed at recreation camps and in similar activities shall be allowed one half days' time in lieu for each consecutive 24 hours for which the employee is on duty. Such time in lieu shall be taken during the employee's ordinary hours of work at a time to be agreed with the employer. This clause shall not operate in addition to clause 5.7.
- ~~5.8~~ 5.9 The parties commit to working together to ensure safe staffing practices are followed within all areas of the organisation.

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6. Employee Status

- 6.1 Full-time Employees:
A full-time employee is one who normally works not less than 37½ hours per week.

6.2 Casual Employees

"Casual Employee" means any employee who is engaged on an as required basis to meet operational needs, being:

- (a) to relieve full-time or part-time employees during absences on leave and training;
- (b) to temporarily supplement full-time or part-time employees during peak periods of demand;
- (c) during emergencies;
- (d) if full-time or part-time employees are not available within ordinary hours.

No casual employee shall be employed if a permanent employee is readily available to perform the duties nor shall the ordinary hours of work or ordinary earnings of any other employee be reduced as a result of the employment of a casual employee.

For casual employees a minimum payment of one hour for each day of engagement will be available.

6.3 Part-time Employees:

Where the employer does not regularly require the services of an employee for a full 37½ hours per week, the employee may be employed on a part-time basis.

6.4 Guaranteed Minimum Hours Employees

Employees who are employed with guaranteed minimum hours but are available for additional work when required are deemed permanent, with guaranteed minimum hours as specified in letters of confirmation to each employee. The minimum guaranteed hours of work as set out in letters of confirmation to each employee, shall inform this collective agreement.

6.5 Fixed Term Employees

- (a) "Fixed Term Employee" means an employee engaged on a regular number of hours per week for a fixed term of employment. The employee's employment will end at the close of a specified date or period or on the occurrence of a specified event or at the conclusion of a specified project. The period of employment shall not normally exceed six months.
- (b) All fixed term agreements must be for genuine reasons, such as fluctuations in workloads or projects.
- (c) The employer must explain in writing the reasons for a fixed term agreement to the worker before the agreement is entered into.
- (d) Where employees are employed on a permanent basis, their continuous service shall be aggregated for the purpose of service and service related entitlements.

6.6 Fixed Term and Casual Employee provisions may not be used for reducing the ordinary hours of work or earnings of any permanent employee.

- 6.7 It is acknowledged by the parties to this agreement that the employer will adhere to the principles and practices of equal employment opportunity in accordance with the provisions of the Human Rights Act 1994.

7. Remuneration

Salaries and remuneration are detailed in Schedule One.

8. Payment of Wages

- 8.1 All salaries shall be paid fortnightly, not later than four working days after the end of the pay period (provided that salaries shall be paid not later than Thursday) by direct credit to the employee's nominated bank account.
- 8.2 When requested, employees shall be supplied with details in writing of the manner in which their salary has been calculated at the time of the payment of the salary, and whenever changes in their salary occurs.
- 8.3 The employer will deduct union fees from the wages of E tū members when authorised in writing by members and shall remit such monies to the Union after each pay period. The monies will be paid by direct credit to the Union's bank account, with an identifying reference. The employer shall after each pay period forward to the union via email an electronic schedule in a csv or excel format detailing the name of the employee, value of deduction, site and details of the period covered by the remittance.
- 8.4 Except as provided for in the Wages Protection Act, no deduction shall be made from salary or wages without the express permission of the employee.

9. Clothing Allowance

Where employees can demonstrate a particular requirement for specific clothing or footwear for their role they will be entitled to reasonable reimbursement of this item. Each employee will have a total of \$33312 per year available for reimbursements.

10. Use of mobile phones

It is a requirement of the support worker role that the employee has access to a mobile smart phone which has capability to download and use our Te Puna Kōrero app on this phone. The app is free to download and is a required tool of trade for all Support Workers. Assistance will be available for the purchase of a basic device, where necessary. Please discuss this with your manager in the first instance to find out what assistance may be available.

Support workers will be reimbursed for use of this phone by way of a data allowance. The data allowance will be at the rate of \$5 per fortnight for staff who work on average between 1 and 20 hours per week, and \$10 per fortnight for staff who work more than 20 hours per week.

11. On-call

Where required, CCS Disability Action provides an on-call roster of staff for essential services. This may operate during the annual closedown, on public holidays, and outside standard hours for the people we support. This normally affects a small number of employees who will provide an absolutely essential service for someone we support. On-call support is provided where the normal roster does not cover the particular service.

11.1 CCS Disability Action has three different levels of on call. Each of these levels has separate requirements and therefore are split into different categories of on call support.

11.1.1 Level 1: Phone Support / In case of emergency support.
Employees are not rostered to be on call, but due to the nature of their role are available for urgent or emergency situations outside of normal business hours. This is normally Service Manager or above level. There is no requirement to be ready and available and staff members can choose when to respond to any calls / texts.

11.1.2 Level 2: Rostered after hours on call:
On-call duties at this level are generally shared by Co-ordinators (including Senior Co-ordinators and Service Managers) in a branch during the timeframes when an on-call service is required. After hours support is generally provided by phone, however at times the on-call coordinator may be called out. Frequency of call out is low.

An employee who is rostered as on-call is required to be ready and available for work if called. This means they are sometimes restricted in their activities to the extent that they must be available to respond to a call out. For example, they would be required to stay within the local area, and they would not be able to drink alcohol in case of call out.

11.1.3 Level 3: High Dependency on call:
On call at level 3 has a high frequency of both phone support and call out. The on-call roster is normally shared by staff working in the particular area of high dependency.

Employees rostered as on call are required to be ready and available for work if called. This means they are restricted in their activities to the extent that they must be available to respond to a call out. For example, they would be required to stay within the local area, and they would not be able to drink alcohol in case of call out.

11.2 Payment for on-call availability:

11.2.1 Level One:
Senior Managers are not reimbursed separately for this type of on-call as this is considered part of the role and covered in the salary paid for these roles.

- 11.2.2 Level Two:
Employees who are on-call as per the description above for Level two are entitled to an availability allowance of \$220 (gross) per day. This is in addition to any hours that are worked as part of a call out.
- 11.2.3 Level Three:
Employees working as part of on call roster for Level three are entitled to an availability allowance of \$440 (gross) per day. This is in addition to any hours that are worked as part of a call out.
- 11.2.4 During the annual Christmas closedown, or any public holidays this availability allowance will be double the amounts specified above (gross) per day. Additionally, if an employee is required to be on call on a public holiday they will also be entitled to a full day's paid alternative holiday.
- 11.3 Payment for work undertaken resulting from on-call:
An employee can elect to take either time in lieu for the time worked or be paid for time actually worked. This is in addition to the availability allowance.
- 11.4 Payment if on-call and called into work on a public holiday
If an employee is required to provide essential support on what would otherwise be a statutory holiday they will be entitled to time and a half for the time worked, plus a full days paid alternative holiday.
They will also be entitled to the availability allowance for these public holidays. No annual leave will be deducted.
- 11.5 No employee undertaking on-call at levels 2 or 3 above is required to be on call during a period of annual leave. In the event that an employee is on call during a period of annual leave the annual leave will not be deducted for any day on call.

12. Higher Duties:

When an employee agrees to act up in a position for a period of more than 5 days, or on an ongoing regular basis, they shall be entitled to a higher duties' payment for this time. The amount of this payment will be as agreed between the employee and employer reflecting organisational practices around this.

13. Reimbursing Expenses

Employees at the discretion of the employer will be reimbursed expenses legitimately incurred in supporting planned client recreational activities.

14. Sleep Overs

The parties record that the issue of remuneration for employees who live in and are required to be on call during the night (including specified holiday camp programmes) has been resolved outside this agreement and is recorded in a separate agreement that is binding on parties to this agreement.

15. Travel

15.1 Vehicles

The employer may provide the employee with access to a company pool vehicle for work purposes. Where employees do not have access to company pool vehicles the provisions for reimbursing employees who use their own vehicles or public transport for work purposes will be as per the National CCS Disability Action policy. Where staff agree to use their own vehicles in the course of their work for in-between travel (ie, not at start or completion of work) they shall be reimbursed mileage at the agreed IRD recommended rates. Mileage will not be reimbursed if a pool vehicle is available for use at the time of travel.

15.2 Travelling Allowance

The provisions for travelling allowance will be as per policies developed by each regional employer party to this agreement except for Bay of Plenty and Tairāwhiti employees employed under the Home Based Community Support Services Contract who will be paid for travel time and costs in accordance with the sub clauses below. Any changes to such policies will be made in consultation with affected employee parties.

15.3 In between travel payments:

Support workers employed under the Home Based Community Support Service contract are entitled to receive in between travel (IBT) in accordance with the Home and Community Support (Payment for travel between clients) Settlement Act.

Eligible Support Workers will be paid the following payments for time and costs for work related travel on the Home Based Community Support Service Contract. You are an eligible employee if you provide support to more than one person per day in their home, or support the same person more than once per day in their own home. This support needs to be provided under the Home Based Community Support Service contract.

15.3.1: Standard Travel (0 to 15km /trip)

For each client visit up to 15km one way (except for the first visit each day) eligible support workers will receive a minimum of the following payments:

Current Hourly Rate	Standard Travel time Payment (taxed) for that visit	Travel distance (not taxed) for that visit
L1 \$21.50	\$3.05 per visit	\$2.16
L2 \$23	\$3.26 per visit	\$2.16
L3 \$25	\$3.54 per visit	\$2.16
L4 \$27	\$3.83 per visit	\$2.16
L4b \$26	\$3.68 per visit	\$2.16

(no L4 qual 12 years' service after 1 July 2017)		
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These payments are based on an averaging system based on 3.7 kilometres and 8.5 minutes which includes 1 minute from car to door.

15.3.2: Exceptional Travel (15 km/trip and over)

Exceptional travel is where you have to travel a distance more than 15km. You will be paid for the distance and time spent in travel at support worker hourly rate and 58.5c per km. This payment will apply to first visits each day as well as travel home from last visit each day or in-between clients throughout each day – as long as the distance is greater than 15km. For any visit which involves Exceptional Travel (15km and over one way) eligible support workers will get paid the following minimum payments:

	Support Worker Paid
Travel time	Part of normal hourly rate depending on how many minutes you travelled to that client (a full hour's travel currently= \$21.50) (taxed) or half hour travelled = \$10.75 (taxed)
Travel distance	58.5 cents for each km travelled for trips 15km and over (not taxed)

15.3.3: The payments for time are based on the adult minimum wage and will increase accordingly when the minimum wage increases or as otherwise agreed.

15.3.4: Travel cost payments will increase accordingly as directed and funded by any of the Ministry of Health, ACC, the Crown or the DHB or as otherwise agreed.

15.3.5: Split shift payments

When an employee is required to work a split shift the worker will not get paid for the trip home from the client before the break between work periods but will to be paid standard or exceptional travel (whichever is applicable based on the distance) from home to the client after the break between work periods. This should be calculated from their home address not from the previous client's address.

15.3.6: Travel time disadvantage

- a) The Home and Community Support (Payment for Travel Between Clients) Settlement Act provides a guarantee of no disadvantage in relation to payments for in-between travel time and costs. This provision only applies to support workers employed prior to the 30th of June 2015.
- b) For the purpose of this clause disadvantage applies where the employees travel entitlement after the 29th of February 2016 is less than the employees travel entitlement before the 30th of June 2015.
- c) Where it is identified that a worker has been disadvantaged in relation to their travel entitlement in accordance with clause 3 (b) above the employer must compensate the employee for the reduced entitlement. The method of compensation will be agreed and in effect provide payments for travel between clients greater than the provisions contained within this agreement. This agreement will be recorded in writing as an additional term and condition of employment and signed off by the employer, the Employee and the Union.
- d) The total amount paid for travel between clients must be no less than the entitlement before June 2015.
- e) The employer, employee and Union may not agree to amend or remove the additional term of employment while the employee is employed by the employer.
- f) The parties agree that grievances relating to disadvantage in relation to travel time payment can be raised at any time and are not restricted to 90 days after the commencement of the new payment system.
- g) Where the employer changes client allocation (restructuring) to achieve efficiency in travel costs they will look to reallocate clients on a fair and equitable basis ensuring no disadvantage of any employee.

16. Annual Holidays

- 16.1 Except as otherwise provided, holidays shall be allowed in accordance with the Holidays Act 2003 and its amendments.
- 16.2 Employees who currently receive 5 weeks annual leave shall continue to do so. However, after 10 years' service with the employer, an employee may exchange their Long Service Leave entitlement (as specified in clause **244**) for an ongoing additional fifth weeks annual leave. For those employees with a Long service Leave entitlement, they may elect the 5 weeks per year option at 15 years, 20

years or other multiple of 5 year service bands. Once a selection is made, employees cannot elect to return to the other option.'

16.3 Employees, who were members of the SFWU on the 1 January 2003 and have been employed for five or more years of continuous service, will be entitled to five weeks per year after 10 years of continuous service.

16.4 The leave year is 1 January to 31 December. Employees commencing service mid-year shall be allowed a proportion of their annual holiday on completion of that leave year.

For the purpose of calculating annual holiday entitlement an employees annual holiday year shall be twelve months from the date that the employee commenced employment.

16.5 In principle, annual leave should be taken within a year of entitlement.

16.6 When calculating holiday pay for part years worked any reference in the Holidays Act 2003 and its amendments shall in the case of an employee entitled to four weeks be eight per cent, and when an employee is entitled to five weeks be ten per cent.

17. Public Holidays

17.1 Public holidays shall be observed as follows:

17.1.1 Monday-ised Public Holidays: Christmas Day (25th December), Boxing Day (26th December), New Years Day and the day after (1st and 2nd January), Waitangi Day (6th February) and ANZAC day (25th April).

17.1.2 All other holidays: Good Friday, Easter Monday, Queens Birthday, Labour Day, Matariki Holiday and Provincial Anniversary day. These days are observed on the days on which they fall or as agreed at each Branch.

17.2 In the case of 17.1.1 Monday-ised public holidays, 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.

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, and one public holiday per Waitangi or ANZAC day.

17.3 Payment for Public Holidays – Where an employee works

If an employee works on any public holiday, they shall be paid at the rate of time and one-half (T11/2) of the employee's relevant daily pay for the time that the employee actually works on the public holiday.

- 17.4 **Payment for Public Holidays – Where an employee does not work**
If an employee does not work on one of the days referred to above and the day would otherwise be a working day for the employee, the employee shall be paid not less than their relevant daily pay for the public holiday.
- 17.5 **Alternative Holidays (day in lieu)**
If an employee works on any part of a public holiday, and it would otherwise be a working day for the employee, the employee is entitled to a whole day as an alternative holiday at a later stage. (Regardless of the amount of time, the employee actually worked on the public holiday.)
- 17.6 **Payment for Alternative Holidays**
The date of the alternative holiday will be as agreed between the employer and the employee, and if no agreement can be reached, then as determined by the employee.
The alternative holiday is to be paid at the employee's relevant daily pay.
- If the alternative holiday is not taken within 12 months of it occurring, the employer can direct the employee to take the alternative holiday.
- Alternatively, at that time, the employee may ask the employer to make a payment instead of having the holiday off. If the employer agrees to make the payment, the level of payment will be at the employee's relevant daily pay. If any alternative holidays are outstanding at the time of resignation or termination these are paid out at the rate of the employee's relevant daily pay.
- 17.7 Where any days specified on sub clause **17.1** of this clause fall during an employee's annual holidays the day shall be granted as a public holiday on pay that shall not be deducted from the employee's annual leave entitlement.

18. Sick Leave and Domestic Leave

- 18.1 Sick Leave can be used when an employee is sick or injured, or when the employee's spouse or a dependant person is sick or injured and needs care and shall be paid for at the rate of the employee's relevant daily pay.
- 18.2 Employees shall be entitled to 5 days sick leave for the first 6 months of employment and a further 7 days up 12 months and then 12 days per year thereafter.
- 18.3 Sick Leave shall accumulate to a maximum of 45-60 days.
- 18.4 The employee shall ensure that notice is given to the employer as soon as practicable on the first day of absence due to illness.
- 18.5 The employer may require a medical certificate for absences in excess of three working days.
- 18.6 Sick Leave shall not be paid in respect of any statutory or annual holiday for which the employee is entitled to full pay.
- 18.7 An employee's Sick Leave year will be from the date of their commencement of employment.
- 18.8 Where an employee has unused Sick Leave entitlement, leave on pay shall be granted to an employee who finds it essential to stay at home in the event of the illness of a spouse, dependent child or a dependent parent or other dependent family member. Such leave shall be treated as though it were due to the employee's own sickness.
- 18.9 If an employee becomes sick and / or infected as a direct result of support client contact the employer agrees to paid sick leave in addition to that provided for in clause 18.2. Any additional entitlement shall be negotiated and agreed on a case-by-case basis.

18.10 Additional sick leave of up to 5 days per annum may be available in exceptional circumstances. This additional sick leave must be approved by a General Manager.

19. Bereavement Leave

- 19.1 Employees shall be allowed up to three days bereavement leave paid at their relevant daily pay where an employee suffers a bereavement on the death of anyone with whom they have shared a close association. This leave can be taken at any time and for any purpose genuinely relating to the death. If an employee requires more time, such as for travel or to fulfil cultural requirements, this will be considered at the discretion of the General Manager
 - 19.1.1 If an employee suffers a multiple bereavement involving anyone with whom they have shared a close association they may take the amount

of bereavement leave specified above in 0 in respect of each bereavement.

19.1.2 Further to 19.1 above, one days bereavement leave at relevant daily pay can be taken when an employee has suffered a bereavement that does not fall within the definition of 19.1.

19.1.2 19.1.3 An employee can use the leave provisions in this clause when they, or their partner, experience a miscarriage or stillbirth of their child.

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19.2 Employees may use their Sick Leave entitlement as bereavement leave on ordinary pay to discharge their obligation and/or to pay their respects to a deceased person with whom they have had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements. Proof of association may be required.

19.3 Bereavement leave shall supersede any annual or statutory leave which will be reimbursed accordingly.

19.4 An employee may request further leave of up to 1 day to attend to cultural or other requirements such as an unweaving

19.4 19.5 Further bereavement leave may be discretionally provided to a total of 5 days.

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20. Leave Without Pay

Written applications for leave without pay may be granted at the discretion of the employer but must be countersigned by the "in charge" staff person.

21. Paid Study Leave

Paid study leave may be granted at the discretion of the employer provided the study being undertaken is relevant to the work of the employee.

22. Jury Service

22.1 Where an employee is obliged to undertake jury service, the difference between the fees (excluding reimbursing payments) paid by the Court and the employee's ordinary pay shall be made up by the employer provided:

22.2 That the employee produces the Court expenses voucher to the employer.

22.3 That the employee returns to work immediately on any day he/she is not actually serving on a jury.

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

23. Parental Leave

Shall be granted in accord with provisions in the Parental Leave and Employment Protection Act 1987 and any subsequent amendments.

24. Long Service Leave

- 24.1 Long service leave is to be applied for in writing by full-time or part-time employees as follows:
- 24.2 One special leave period of five days after the completion of 10 years service and before the completion of 15 years continuous service, 1 special leave of 5 days after the completion of 15 years continuous service and before the completion of 20 years service and 1 special leave of 5 days for each subsequent five years of service after 20 years of continuous service.
- 24.3 Clause **24.2** will be applied to a part-time employee on a pro rata basis.
- 24.4 All special holidays provided for in this clause shall be on ordinary salary and may be taken in one or more periods by mutual arrangement.
- 24.5 If an employee having become entitled to a special holiday leaves CCS Disability Action employment or is prevented from taking the special holiday by CCS Disability Action before the completion of the entitlement period, such employee shall be paid in lieu thereof.

25. Wellness Leave

- 25.1 Employees are entitled to one day's wellness leave per calendar year to be used to focus on their wellness and wellbeing.
- 25.2 The wellness day must be used in the calendar year, or forfeited. Any unused wellness leave will not be paid out on termination of employment.
- 25.3 Employees need to apply for this wellness day following the normal leave application process.
- 25.4 This entitlement to wellness leave replaces any entitlement to 'birthday leave'.

26. Family Violence leave

CCS Disability Action and E tū are committed to supporting our employees / members who experience family violence. The organisation's policy on family violence demonstrates this commitment and allows for additional leave and flexibility if required. All members can approach either their E tū delegate, or the HR Manager if they are experiencing family violence.

27. Leave Applications

All applications for Leave shall be considered in a fair and equitable manner.

28. Qualification/Registration Payment

Where the employer requires an employee to hold and or retain a qualification/registration, any fees associated with such shall be paid by the employer.

29. Management of Change

- 29.1 The consultation process for managing change shall be as follows: -
- 29.1.1 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.
 - 29.1.2 Sufficient information (subject to commercial sensitivity) must be provided by the employer to enable the party/parties consulted to develop an informed response.
 - 29.1.3 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.
 - 29.1.4 Genuine consideration must be given by the employer to the matters raised in the response.
 - 29.1.5 The final decision shall be the responsibility of the employer. However, the parties agree that consensus is preferred, and all efforts will be made to achieve consensus wherever possible.
 - 29.1.6 At least four weeks’ written notice of impending redundancy is to be given to the employees. The employee can work out the notice or take payment in lieu (see Clause 29.11).
- 29.2 Redundancy is a situation where the position occupied by the employee is surplus to the employer’s requirements and the employee cannot be placed in a suitable alternative position.
- 29.3 All parties to this Collective will, in recognition of the serious consequences that the loss of employment can have on individual employees, view redundancy as a last resort option and will:
- 28.3.1 Meet to discuss when potential changes affecting their jobs are being considered.
 - 28.3.2 In recognition that redundancy is a last resort option, explore a range of alternatives such as redeployment, retraining, relocation, reduced working hours, prior to declaring a staff member redundant.
 - 28.3.3 Take every reasonable effort to retain the services of staff members.
- 29.4 The employer will have the right to transfer an employee to a suitable alternative position when their current position is no longer required. A “suitable position”

is one that is in the same location or within reasonable commuting distance from the employee's home and is substantially similar (80%) to the employee's current position.

29.5 The employer may also provide appropriate training to enable a staff member to take up a suitable alternative position.

29.6 Where the employee expresses doubt about the "suitability" of such a position, the employer will meet with the employee and their Union representative to resolve the issue.

29.7 Where the matter remains unresolved, the parties agree that it may be referred to the Mediation Service for a decision.

29.8 If the staff member accepts a position in which a lower rate of salary/wage is payable, the staff member shall retain the former rate of salary for a period of two years following the date of transfer. After this period of time, the rate of salary/wage appropriate to the new position shall apply including any wage increases that have been applied in the subsequent period.

29.9 Non-acceptance of an offer of transfer to a position with a lower salary/wage will not disqualify the staff member to any redundancy compensation that he/she would otherwise be entitled.

29.10 Rights of Employees made redundant

The Employer shall at the request of the employee made redundant:

- arrange individual counselling through the Employee Assistance Programme (EAP), in order to best ascertain and deal with an employee's problems in coming to terms with being made redundant
- provide a Certificate of Service
- provide the name of the person who may act as Referee and
- assist with services to write a Curriculum Vitae

29.11 Excluding permanent employees with no fixed hours, the employee shall be given the employee's individual notice period of an impending redundancy in writing and at the employer's discretion this notice period may be paid in lieu.

29.12 Redundancy payments will be made as follows:

29.12.1 Four weeks for the first year or part thereof. An additional two weeks for every year thereafter or a part of a year on a pro-rata basis.

29.12.2 Permanent part-time staff shall receive payment based on their average weekly earnings over the previous year.

29.12.3 These provisions are subject to the total payment received being no greater than 10 weeks salary except that, permanent employees with no fixed hours shall only be paid 4 weeks pay as redundancy compensation. This does not include the four weeks that may be taken in lieu of notice. This sub clause will only apply to those employees who

join this agreement after 1 January 2003. However, those employees who are currently E tū members and were a party to the CCS Disability Action 1/4/11 to 31/3/2012 collective employment agreement will retain an entitlement to redundancy payments as provided in clause 25.12.1 of that aforementioned agreement for the duration of this employment agreement.

29.13 No obligation to pay redundancy compensation shall arise in circumstances where there is a change in the structure or ownership of the employer and where the person acquiring the business or the part being sold or transferred:

29.13.1 Has offered the worker employment in the business or the part being sold or transferred; and

29.13.2 Has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and

29.13.3 Has offered to the employee conditions of employment which are the same as, the employees conditions of employment in this agreement; and

29.13.4 Has offered to employ the employee in the business either: in the same capacity as that in which the employee was employed by his/her employer OR in a capacity that the employee is willing to accept.

30. Vulnerable workers

30.1 Those employees performing duties covered under Schedule 1A (c) of the Employment Relations Act 2000 (ERA 2000) - i.e. cleaning, food catering, caretaking or laundry services, who elect to transfer to the new employer, shall automatically become an employee of the new employer on the same terms and conditions as applied immediately before the specified date, including terms and conditions relating to whether the employee is employed fulltime or part-time, and their employment will be treated as continuous, including service-related entitlements, in accordance with S69F (2) of the ERA 2000.

30.2 On and from the date on which employees covered by this Collective Agreement elect to transfer to the new employer, the new employer becomes a party to this Collective Agreement in accordance with S69H (2) of the ERA 2004.

30.3 Employees who are covered under Schedule 1A who elect to transfer to the new employer and who are subsequently declared redundant by the new employer for reasons relating to the restructuring shall be entitled to redundancy compensation from the new employer as per Clause 29.12 of this Collective Employment Agreement, including recognition of continuous service. The union reserves the right to bargain for redundancy entitlements over and above those contained within this Collective Agreement with the new employer as per S69I of the ERA 2004.

31. Retirement

- 31.1 This provision is grand-parented to the individual/s who currently hold(s) the entitlement.
- 31.2 Employees in Schedule One who retire after the age of 60 shall be paid a retirement gratuity based on the ordinary pay being drawn at the date of retirement in accordance with their current continuous service calculated according to the following scale.

<u>Service Qualification Years</u>	<u>Retirement Gratuity Ordinary Pay</u>
1 - 4	1 week
5 - 9	2 weeks
10 - 14	4 weeks
15 - 19	6 weeks
20 - 24	8 weeks
25 - 29	10 weeks
30 - 34	12 weeks
35 - 39	14 weeks
40+	16 weeks

32. Termination of Employment

- 32.1 The employee's individual notice period shall be specified in a letter of appointment this shall be a minimum of two weeks and no more than four weeks.
- 32.2 This provision shall not prevent the immediate termination of employment without notice for serious misconduct.
- 32.3 Where an employee absents himself/herself from work for a continuous period exceeding three working days without the consent of the employer, or without notification to the employer, he/she shall be deemed to have terminated his/her employment unless just reason for the absence acceptable to the employer, can be given.
- 32.4 Upon termination of employment all of the employer's property including information held by the employee must be returned to the employer or otherwise accounted for.

33. Training

33.1 Employees will have an annual appraisal which will include a training need analysis.

33.2 The employer may require the employee to undertake training at the employer's expense.

33.3 The employer is committed to supporting employees to move through a training program, to obtain appropriate qualifications for their occupation.

~~33.2~~ 33.4 If an employee has any concern about their training plan, that have not been dealt with by their manager, or if they consider there are unnecessary or unreasonable delays, they are reminded of the right of appeal, referred to in clause 47, they may contact the national HR manager.

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34. Employee Union Meetings

34.1 Up to four hours per annum shall be allowed in ordinary working hours for union members to discuss employment matters.

34.2 Additional time may be allowed with the employer's consent.

34.3 Unless the employer agrees otherwise such meeting shall not exceed two hours duration.

34.4 Union members are entitled to one further paid stop work meeting of up to two hours inclusive of travel time per calendar year to attend the Union's Annual General Meeting provided the conditions relating to notification of Stop-work meetings are met.

35. Employment Relations Leave

Paid Education Leave

35.1 The employer will release all employees on paid education leave.

35.2 The annual allocation of paid education leave for employees shall be based on Section 74 of the Employment Relations Act 2000.

35.3 The formula is as follows:

Full Time Equivalent Eligible Employees	Days of employment relations education leave the Union may allocate
1-5	3
6-50	5
51-280	1 per 8 full-time equivalent or part of that number
281 or more	35 days plus 5 days for every 100 full-time equivalent or part of that number that exceeds 280

- 35.4 An eligible employee who normally works 30 hours or more equals one full-time equivalent. An eligible employee who normally works less than 30 hours per week equals a 0.5 full-time equivalent.
- 35.5 This provision shall be in addition to other leave as may be required for delegates to attend meetings and events which are not covered by the provisions of paid education leave of the ERA 2000.
- 35.6 On March 31 each year the Union party to this agreement shall notify the employer of the maximum number of employment relations leave days, and the details of the calculation
- 35.7 Two days leave for union-related education will be available for union delegates each year in addition to EREL leave above.

36. Right of Access

The Union and its authorised representatives shall be entitled to enter at all reasonable times to speak with any employees. The union will exercise access in a reasonable way, having regard to normal business operations.

37. Union Fees Deduction

- 37.1 The employer shall deduct union fees from the wages of members of E tū each pay period. This also includes periods of time off work on paid leave.
- 37.2 The employer shall not cease deducting union fees unless authorised in writing by the employee.
- 37.3 The employer shall remit all deducted fees to the Union after each pay period. The monies will be paid by direct credit to the unions bank account, with an identifying reference. The employer shall after each pay period forward to the union via email an electronic schedule detailing the name of the employee, value of deduction, site and details of period covered by the remittance.
- 37.4 The employer shall simultaneously forward to the Union via email where possible, or by post, a schedule detailing the name and address of the employee/s, value of this deduction; the employee's payroll number; the termination date of any employee who has left, and details of the period covered by the remittance.

38. Delegate Rights

- 38.1 The employer will recognise delegates, chosen by employees as the Union representatives.
- 38.2 Delegates will be allowed reasonable paid time to conduct onsite union business.

- 38.3 Delegates will have the right to accompany another member when representing them in a grievance.
- 38.4 Where more than one delegate is present, a site committee will be entitled to meet to deal with union business, and the timing of such meetings pre-arranged with the employer.
- 38.5 By arrangement, delegates may be released without loss of normal pay for offsite union business.
- 38.6 The delegates will be given reasonable access to facilities for the effective performance of their job, including telephone, fax, and email.
- 38.7 Delegates will have use of a notice board for the posting of union notices.

39. Health and Safety and Alternative Duties

- 39.1 The parties to this agreement express their commitment to the pursuit of Health and Safety in employment. Both parties will endeavour to meet their obligations under the Health and Safety in Employment Act 1992 and all other Health and Safety legislation promulgated.
- 39.2 The employer shall ensure employees are consulted and supported to manage the introduction of new technology
- 39.3 The employee must notify the employer of any hazard of which they become aware at the place of work as soon as practicable on the day on which the hazard is identified.
- 39.4 When a person we supports' needs are such that the employee feels the roster or number of support hours needs to be reviewed they will raise this with their manager to begin the process of initiating a review.
- 39.5 A work related accident must be reported by the employee to the employer either immediately or as soon as practicable on the day on which the accident occurs. Failure to do this may result in the employer not accepting that the accident occurred at work.
- 39.6 The employer shall be notified as soon as practicable on the first day of absence caused by injury. When possible the employee will indicate the nature of the injury and expected duration of the employee's absence.
- 39.7 The employee shall notify the employer within one (1) working day of filing any work related claim with ACC. The employee shall also provide the employer with a copy of the form by which the application is made to ACC and copies of medical certificates and such other documentary evidence as are provided to or by ACC from time to time relating to the employee's continued eligibility for ACC.
- 39.8 Where the employee is suffering from an injury as a result of a work related accident, the employer may, at it's sole discretion require the employee to return

to work to undertake alternative duties (either on a full or part-time basis) as are available and are within the employee's capability and level of fitness as determined after consultation with the employee and a medical practitioner.

- 39.9 Smoking shall not be permitted in any area prohibited by the employer's policy.
- 39.10 The parties do not condone workplace bullying and will work together to ensure effective processes are put in place without delay to manage and respond to reported incidences.
- 39.11 Where the employer agrees there has been exceptional circumstances causing wear and tear to an employee's property the employer will meet or contribute to the reasonable costs of this.

40. Responsibilities

The employee shall comply with all the national, regional and branch CCS Disability Action policies, rules and procedures and local work instructions as well as any reasonable direction of the employer including those matters set out in the employer's HR Manual. The union party shall be consulted over proposed changes to national human resources policies.

41. Confidentiality

- 41.1 Employees shall not utilise or disclose confidential information in regard to the employer's operations, business, clients acquired by or available to them in the course of their employment, or use such information without the employer's prior authorisation. This shall not prevent employees from making appropriate ethical/professional disclosures regarding individual and associated legal issues, subject to the provisions of the Privacy Act 1993. On the termination of employment all such matters shall remain confidential and shall not be utilised or disclosed without the written consent of the employer.
- 41.2 Nothing in this clause shall prevent any employee from making public comments in a personal capacity on professional issues relating to his/her speciality. Such comments are to be discussed with the employee's Branch manager prior to release in order that the employer has the opportunity to discuss any effects which such comments might have on the employer's business.

42. Conflict of Interest

- 42.1 Except with the written consent of the employer, the employee shall not during the term of this agreement engage directly or indirectly in business which could reasonably be regarded as competing with the interests of the employer or the employee's capacity to undertake CCS work.. If there is any doubt, then the onus is with the employee to discuss this with the employer.
- 42.2 In the event that the employee leaves their employment with the employer for any reason other than redundancy, the employee specifically agrees not to

approach or canvass the employer's clients for the purposes of offering services by themselves or on behalf of some other person or organisation with whom the employee has some connection, for a period of three (3) months from the date of termination.

43. Variation of Agreement

Any of the terms and conditions in this agreement are able to be varied in writing by agreement of the parties to this agreement.

44. Medical Care Plan

The provision of a medical care scheme is grand-parented to those employees who currently have an entitlement arising from past agreements.

45. Superannuation

The provision of a superannuation scheme including employer contributions is grand-parented to those employees who currently have an entitlement from past agreements.

46. Kiwisaver

The employer will carry out its obligations under this scheme for new employees and make the scheme available to current employees.

47. Process to appeal decisions

If an employee feels they have been treated unfairly, or the interpretation of the collective agreement is being implemented incorrectly they should first approach their manager to discuss. If they still have concerns these can be taken to the National HR Manager for an appeal or review process. The employee will be reminded that they are entitled to union support during this process.

48. Resolution of Employment Relationship Problems – Personal Grievance Procedure

It is the intent and purpose of the parties to this Agreement to promote harmony and co-operation between the employer and its employees, and to provide effective procedures for the prompt and equitable resolution of disputes which may arise from time and time between the employer and any employee covered by this Agreement.

In accordance with the provisions of the Employment Relations Act 2000, the following procedures and services are available to the employer and employee for the resolution of all employment relationship problems.

Personal Grievance and Disputes Procedure

Grievance rights shall be available to all staff from date of hire. The procedure for the resolution of personal grievance and disputes shall be in accordance with Part 9 of the Employment Relations Act 2000.

Definitions

- (a) An “employment relationship problem” is defined in the Employment Relations Act 2000 and includes:
- (i) A personal grievance;
 - (ii) A dispute;
 - (iii) Any other problem related to or arising out of the employment relationship but does not include any problem with the fixing of new terms and conditions of employment.
- (b) A “personal grievance” means any grievance that an employee may have against the employee’s employer or former employer because of a claim that the employee:
- (i) has been unjustifiably dismissed; or
 - (ii) has had his/her employment, or his/her conditions of employment affected to his/her disadvantage by some unjustifiable action by the employer; or
 - (iii) has been discriminated against in his/her employment; or
 - (iv) has been sexually harassed in his/her employment; or
 - (v) has been racially harassed in his/her employment; or
 - (vi) has been subjected to duress in relation to membership or non-membership of a union or employees organisation.

NOTE: The terms used in this clause have precise legal meanings, which are set out in detail in the Employment Relations Act 2000.

(c) A “dispute” is a dispute about the interpretation or application or operation of an employment contract or an employment agreement.

Raising Employment Relationship Problems

An employee with an employment relationship problem is advised to first consult with their union representative.

An employment relationship problem is raised with the employer when the employee makes the employer or a representative of the employer aware of the problem.

The preferred method is for the employee to first speak with his/her supervisor or manager. If for any reason the employee does not wish to raise the matter with the supervisor or manager, the employee should speak to another manager or someone else in authority so that the issue can be dealt with at an early stage.

If the employee prefers to raise the matter in writing, or if the issue that has been verbally raised in the manner noted in the paragraph above has not been resolved, the employee should write to the employer setting out the details of the problem, grievance or dispute, and specify the solution the employee seeks to resolve the matter.

Time Limit of Raising a Personal Grievance

An employee who believes that he/she has a personal grievance must raise it with the employer within the period of 90 days beginning with the date on which the action

alleged to amount to a personal grievance occurred or came to the notice of the employee.

Mediation

If the problem is not resolved, a party to the problem may seek the assistance of the Mediation Services provided by the Department of Labour. This may be done by contacting an office of the Department of Labour that deals with employment relation issues.

Employment Relations Authority

If the problem is not resolved by mediation, it may be referred to the Employment Relations Authority.

Employment Court

If a party is not satisfied with the determination of the Employment Relations Authority, the matter may be referred to the Employment Court.

49. Funding

Parties will seek to identify opportunities to work together during the life of this agreement to promote public interest and debate intended to improve the funding in the disability sector.

50. Living Wage and Equal Pay

CCS Disability Action confirms that in general where E tū advocate for increased government funding to support carers getting a pay equity or a living wage then the organisation will when approached make supportive comment.

The employer agrees to up to two days paid release for union delegates to lobby and promote the unions work on equal pay during the life of this campaign. The timing of this leave will be negotiated between E tū and CCS Disability Action. The employers shall also continue to work with E tū on shared opportunities to include both union and non-union staff on presentations / discussions on the matter of equal pay.

CCS Disability Action is committed to further investigating the practicalities of a living wage and engaging with E tū on a possible pathway.

51. Savings

All employees covered by the CCS Disability Action 2011-2012 Collective Employment Agreement shall continue to be bound by all the terms and conditions of that agreement during the term of this agreement.

52. Term of Agreement

This agreement shall come into force on the 1 July 202~~2~~³ and shall continue in force until the 30 June 202~~3~~⁴.

The parties record their commitment to restore wage relativities lost as a result of the care and support workers pay equity settlement but note that this may not be possible without additional funding and / or revenue. Accordingly the parties shall work together and severally to actively lobby for same. To assist with this, delegates may be given agreed time off to work with interested parties, decision makers and Members of Parliament to lobby for greater sector funding. Such leave will be arranged and agreed to in advance by the Chief Executive on a case by case basis.

During the term of the agreement the parties will seek to identify opportunities to work together to promote public interest and debate intended to improve funding in the disability sector. In relation to the Care and Support Workers Pay Equity Settlement the parties agree that a common goal is to ensure the best possible pay rates and shall work to review relativities, test affordability and deliver equitable outcomes for all affected staff. This shall including concurrently conducting a review of the current wage and salary rates for those occupations to determine whether these are arguably influenced by gender bias.

Signed by the **Chief Executive CCS Disability Action**, on behalf of CCS Disability Action Auckland Inc, CCS Disability Action Northland Inc, CCS Disability Action Waikato Inc, CCS Disability Action Bay of Plenty Inc, CCS Disability Action Tairāwhiti Hawkes Bay Inc, CCS Disability Action Manawatu-Horowhenua Inc, CCS Disability Action Wairarapa Inc, CCS Disability Action Whanganui Inc, CCS Disability Action North Taranaki Inc, CCS Disability Action South and Central Taranaki Inc, CCS Disability Action Wellington Inc, CCS Disability Action Waitaki Inc, CCS Disability Action Otago Inc, CCS Disability Action Southland Inc, CCS Disability Action Canterbury and West Coast Inc, CCS Disability Action South Canterbury Inc and CCS Disability Action Nelson Marlborough Inc.

_____ Date: _____

Signed on behalf of **E tū Incorporated Union**

_____ Date: _____

SCHEDULE ONE - REMUNERATION

Salary Review

The employer shall initiate a review of Salary at the employee's anniversary date.

The employer shall follow the national remuneration policy developed in consultation with the union in 2011 /2012. Any changes to this policy shall be at the employer's discretion following consultation with the union.

Once the employer has reviewed the employee's salary, the decision will be communicated in writing to the employee.

The employer agrees to maintain a \$1 per hour differential between the government set minimum wage and the minimum rates paid on any band, and this agreement shall be varied automatically at the time of any such minimum wage increase.

PLEASE NOTE

The annual salaries below provided for within Schedule One are based on a 37.5 hour week

BAND A

1. Support Workers

An employee whose primary function is to provide care and support

Length of Service	Qualification	Pay Band	1 July 2022	1 July 2023
<3 years' service OR	Level 0	L0	\$22.49	\$23.70
3+ to 8 years' service OR	Level 2	L2	\$24.06	\$24.78
8+ to 12 years' service OR	Level 3	L3	\$26.16	\$26.94
12+ years' service(as at 1 July 2017) OR	Level 4	L4b	\$28.25	\$29.10
12 years' service after 1 July 2017		L4a*	\$27.20	\$28.02

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Any employee who is **employed after** 1 July 2017 will advance up the pay bands by achieving the relevant qualification only (there is no service based progression). Qualifications referred to must be a Level 2, 3 or 4 New Zealand Certificate in Health and Wellbeing from a NZQA accredited provider.

For employees employed before 1 July 2017 progression is based on length of service or qualification.

*L4a is only for those employees employed before 1 July 2017 who reach 12 years' service after this date but do not have a Level 4 qualification.

BAND A

2: Other

This banding covers those positions which are not covered by the Pay Equity Settlement. These rates are pending any pay equity settlement for these groups.

Positions covered under this band include:

- ~~Paraprofessionals~~
- ~~Education Support Workers~~
- Cleaners

SALARY

	Hourly rate Effective 1 July 2024	1 July 2023
Year One	\$21.00	\$23.70
Year Two	\$21.50	\$24.78
Year Three	\$22.00	\$26.94
Maximum	\$22.50	\$29.10

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Progression:

Progression between Years One – Three will be automatic on an employee's anniversary date, subject to completion of required core training and satisfactory performance.

Progression above Year Three will be determined by the consistent application of the employer's national remuneration policy.

BAND B

Definitions:

a) Coordinator

This role covers a range of activities including coordinating individual services to disabled people and their families and / or working on community activities which will remove barriers to participation. The holder of this position will work in partnership with disabled people and their families to develop, deliver and/or coordinate a range of person directed services that aim to empower and enable the individual to achieve their personal lifestyle goals.

b) Coordinator – employment responsibilities

The holder of this position is responsible for the full employment responsibilities of other staff. This includes activities such as performance management and annual reviews that are in addition to the normal supervision and coaching but does not include sign off of recruitment processes.

c) Senior Coordinator

The Senior Coordinator is responsible for the overall co-ordination of services provided by CCS Disability Action within a service or region. The position is a leadership role which involves relationship building, support and administration along with leading a team or small teams of service staff who provide support services, information and advocacy for people with disabilities and their family / whanau. A Senior Coordinator may deputise for a Service Manager from time to time as agreed.

Employees employed under the above definitions shall be paid within the following salary scale.

SALARY

	1 December 2022		1 July 2023	
	Hourly rate	Annual salary (37.5 hr week)	Hourly rate	Annual salary (37.5 hr week)
L1	\$28.25	\$55,087	\$29.10	\$56,745
L2	\$28.75	\$56,062	\$29.61	\$57,740
L3	\$29.25	\$57,037	\$30.13	\$58,754
L4	\$29.75	\$58,012	\$30.64	\$59,748
L5	\$30.25	\$58,987	\$31.16	\$60,762
L6	\$30.75	\$59,962	\$31.67	\$61,757
Maximum	\$34.25	\$66,787	\$35.28	\$68,796

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Placement on scale:

Coordinators who fit the definition of b) above will automatically start at L4.

Coordinators will fit the definition of c) above will automatically start at L6

Progression:

Progression to L6 will be by automatic annual increment subject to completion of required core training and satisfactory performance.

Progression above L6 will be determined by the consistent application of the employer's national remuneration policy. Movements above L6 will be in increments of not less than 50c per hour.

BAND C

Administration A

This band covers those who provide general administrative services to support the organisation's activities. Duties may include any combination of document processing, maintaining records, word processing, data entry, dealing with customer enquiries, or other general support services within established guidelines and procedures.

Administration B

The holder of this position has duties which are over and above those listed in A above, and / or has higher aspects of complexity in their role. For example a sole charge administrator in an area or team which has at least four coordinators, or those administrators who also work in areas including Human Resources, Payroll, and / or Finance. Those employees in this category may also supervise other team members.

SALARY

Level	1 July 2022		1 July 2023	
	Hourly rate	Annual salary (37.5 hr week)	Hourly rate	Annual salary (37.5 hr week)
L1	\$23.80	\$46,410	\$24.51	\$47,795
L2	\$25.40	\$49,530	\$26.16	\$51,012
L3	\$26.00	\$50,700	\$26.78	\$52,221
L4	\$27.44	\$53,508	\$28.26	\$55,107
L5	\$28.10	\$54,795	\$28.94	\$56,433
L6	\$28.80	\$56,160	\$29.66	\$57,837
L7	\$29.50	\$57,525	\$30.39	\$59,261
L8	\$30.50	\$59,475	\$31.42	\$61,269
Maximum	\$31.50	\$61,425	\$32.45	\$63,278

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Placement on Scale:

Administration staff who fit the definitions of category B above will automatically start at Level 3 (L3)

Progression:

Progression to Level 5 (L5) will be by automatic annual increment subject to completion of required core training and satisfactory performance.

Progression above Level 5 (L5) will be determined by the consistent application of the employer's national remuneration policy.

BAND D – Speech Language Therapists

This salary range applies only to those employed directly into a speech language therapist role, based in Auckland, Christchurch or Dunedin.

Salary range:

	Hourly rate	Annual rate (37.5 hour week)	Hourly rate	Annual rate (37.5 hour week)
Minimum	\$32.54	\$63,394	\$33.80	\$65,910
Maximum	\$39.35	\$76,740	\$40.91	\$79,775

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SCHEDULE TWO - Health and Safety – Worker Engagement, Participation and Representation

This agreement shall cover all workers. All participants shall act in good faith.

CCS Disability Action is committed to excellence in Health and Safety Management and a positive Health and Safety Culture where workers can contribute to the continual improvement of health and safety within our organisation.

CCS Disability Action will, as far as reasonably practicable, engage with workers on health and safety matters through sharing relevant information about the matter in a timely manner and giving team members the reasonable opportunity to express their views. Team members will have reasonable opportunities to raise issues regarding work health and safety and contribute to the decision making process on matters of health and safety.

We recognise the importance of worker engagement in health and safety and as such we provide for worker representation via Health and Safety Committees and Representatives. We will operate Health and Safety Committees in accordance with our Health and Safety Policies and Worksafe Guidance on Worker Engagement, Participation and Representation and Worker Representation through Health and Safety Representatives and Health and Safety Committees.

Our Health and Safety policies and procedures will comply with the Health and Safety at Work Act 2015 (HSWA), Health and Safety at Work (General Risk and Workplace Management) Regulations 2016, the Health and Safety at Work (Worker Engagement, Participation and Representation) Regulations 2016 and other related legislation, regulations and guidance effecting Health and Safety.

In particular, any worker regardless of union status is entitled to nominate themselves to become a Health and Safety Representative. Elected Health and Safety Representatives (HSRs) will have sufficient time to carry out their duties and be provided with internet access, printing and photocopy resources to undertake their role. HSRs will be entitled to paid leave to attend Health and Safety training as specified in the HSWA. HSRs will receive training and education in health and safety legislation, hazard management and accident investigation.

Should HSRs have to attend Health and Safety meetings or training outside of normal rostered work time they will receive their usual hourly pay rate or time in-lieu.

Minutes of health and safety committee meetings will be made available to the union on request. From time to time union delegates may be invited to attend committee meetings and provide feedback on our Health and Safety policies and procedures. Workers and their union delegates are welcome to contribute towards the maintenance and continual improvement of our health and safety management.