

Terms of Settlement

Kaikohe Care, NZ Nurses Organisation and E tū.

10 November 2023 – 9 November 2025

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SECTION 1: AGREEMENT FORMALITIES

1. PARTIES

The parties to this Collective Agreement are:

Kaikohe Care (“the Employer”)

And

New Zealand Nurses Organisation and E tū Union (“the Unions”)

2. COVERAGE

This agreement covers:

Registered Nurses; Enrolled Nurses ; Nurse Assistants; Health Care Assistants; Activities Coordinators; Diversional Therapists; Cleaners; Laundry Assistants; Cooks; Kitchen Assistants; Gardener; Maintenance/Driver who are presently employed by Kaikohe Care and who are current or become members of the NZNO and E tū.

Specifically excluded from this coverage clause are Facility Manager, Clinical Manager, Senior Registered Nurse, and Receptionist/Administrator/Financial Manager and Charge Nurse. At Kaikohe Care, these positions are included in the management team.

3. TERM OF AGREEMENT

This agreement shall come into force on the date of ratification and expires on 9 November 2025.

4. VARIATIONS

Any matter in this agreement may be amended or deleted, or any new clause added during its term by written agreement of the parties. Any such variation shall be recorded in writing and signed by both parties.

5. NATURE OF AGREEMENT

This is a Collective Agreement made pursuant to the Employment Relations Act 2000 (“the Act”). The parties to this Agreement agree to the terms and conditions in this document.

The parties acknowledge a commitment to deal with each other in good faith in all aspects of the employment relationship. In order to uphold this ideal the parties agree to develop and maintain an employment relationship based upon common-sense, reasonable conduct, mutual trust and co-operation.

6. POSITIONS

“**Kitchen hand**” means a person employed primarily to carry out work (except cooking) inside the kitchen and who performs the duties set out in their job description.

“**Cook**” means an Employee wholly or substantially engaged in the preparation and cooking of meals, purchasing and controlling kitchen supplies and who performs the duties set out in their job description.

“Chef” or equivalent means an Employee wholly engaged in the preparation and cooking of meals, holds formal qualifications either through the NZQA or the City and Guilds qualification system and who performs the duties set out in their job description.

“Caregiver / Health Care Assistant” means an assistant to the nursing team whose work primarily involves providing care and support services under the direction and supervision of a registered nurse and who performs the duties set out in their job description.

“Physiotherapy Assistant” means an assistant to the nursing team whose work primarily involves providing care and support services under the direction and supervision of a physiotherapist or registered nurse and who performs the duties set out in their job description.

“Activities/Recreation Officer” means an assistant to the nursing team whose work primarily involves providing care and support services under the direction and supervision of a registered nurse and who performs the duties set out in their job description.

“Registered Nurse” means a person who is registered in New Zealand as a nurse, holds a current annual practising certificate and who performs the duties set out in their job description.

“Enrolled Nurse” means a person so designated by the Nursing Council and who holds a current annual practising certificate and who performs the duties set out in their job description.

“Household Employee” means a person who is primarily employed on domestic duties including cleaning, laundry and sewing and who performs the duties set out in their job description.

“Maintenance/Gardener” means a person who is wholly or substantially engaged in the maintenance, upkeep of the grounds, buildings and equipment.

- a. The employees covered by this agreement will have job descriptions and each employee will perform such duties as required by the employer. The job descriptions may be changed from time to time. Each employee will be consulted prior to any significant change.
- b. The employee agrees to perform all other reasonable duties and to comply with reasonable instructions issued by the employer provided that the employee shall not be directed to work in an area or position outside of their skills, competencies or qualifications.
- c. Changes to job descriptions other than those necessitated by compliance requirements shall be first discussed with affected employees.
- d. If the employer requests an employee to perform other duties the employee’s higher rate of pay will be paid for the duration of those duties.
- e. Employees have a duty at all times to protect the assets of the employer.
- f. Employees will work in the Northland Region, based from the Company’s premises in Kaikohe.
- g. It is the responsibility of all employees to have read and adhere to all Company policies and procedures which are available via the CAM system online.
- h. The employer will advise of new or changed policies and procedures at the regular staff meetings.
- i. Failure to adhere to Kaikohe Care policies may lead to disciplinary action subject to a fair process.
- j. All staff will be trained to use the CAM system.

(To comply with Health and Safety please refer to policy on CAM system and/or hard copy).

7. DEFINITIONS

In this Agreement, unless the context otherwise requires, “Employee” means any person covered by Clause 2 of this agreement employed by Kaikohe Care.

(a) “**Full time Employees**” are those Employees who are employed as permanent Employees to work a guaranteed minimum of 32 hours or more per week over the roster cycle, as detailed in their individual letter.

(b) “**Part time Employees**” are those Employees who are employed as permanent Employees to work a guaranteed minimum of less than 32 hours per week over the roster cycle, as detailed in their individual letter.

(c) “**Casual Employee**” means an Employee who is engaged to work on an as needed, short term, irregular basis and who has no entitlement to any guaranteed minimum number of hours to be worked in any period. There is no obligation on the part of the casual employee to accept work offered. Casual employees will not be used to prevent permanent staff from getting work and where applicable the collective agreement terms will apply.

(d) A “**Fixed term Employee**” is an Employee who is engaged for a specified period of employment e.g. x months from y date to z date or for a specific event or for a specified project.

(e) **Fixed Term Employment Agreements** will only be used to cover specific situations of a temporary nature such as:

- i) To fill a position where the incumbent is on leave [sabbatical, parental, etc.]
- ii) Where there is a project/task with funding of a finite duration.
- iii) Fixed term employment agreements will not be used to deny Employees security of employment.

(f) An Employee engaged **part time** and **fixed term** shall be entitled to the same rights and benefits as a full time Employee, except as otherwise stated in this Agreement.

(g) “**Fortnight**” refers to 14 days covering Monday to Sunday (including any shift commenced before midnight on the final Sunday of the pay period).

(h) “**Illness**” does not mean an accident or the effects of an accident.

(i) “**Night Shift**” means a duty rostered and commenced after 10:45 pm and concluded at 7:00 am the next day.

(j) “**Normal Rate**” means the hourly rate of pay set out in Wages Schedule.

(k) “**Particulars of Employment**” means the document signed by the Employer and the Employee setting out the individual terms of that Employee’s employment.

- (l) **“Personal Grievance”** has the meaning given to it by Part 9 of the Employment Relations Act 2000.
- (m) **“Rostered”** means the pre-arranged shift, varied or fixed, notified 14 days in advance to an Employee to be worked on any given day.
- (n) **“The Agreement”** means this document and any attachments thereto.
- (o) **“The Employer”** means Kaikohe Care

SECTION 2: HOURS OF WORK AND REMUNERATION

8. HOURS OF WORK

All new employees will be employed under the terms and conditions of the collective agreement for the first 30 days of employment and will be provided with a copy of the collective agreement.

New employees will receive a letter of employment detailing their start date, rate of pay, position and agreed guaranteed hours.

The ordinary hours of work in any one day shall not exceed eight, unless mutually agreed between the Employer and the employee.

A minimum of nine hours will separate rostered shifts, unless by mutual agreement.

Full-time employees and part-time employees shall be paid at the same hourly rate. Entitlements for leave shall be paid in accordance with the Holidays Act 2003 and its amendments.

As a general principle and where practicable, when additional hours are available on either a permanent or temporary basis, preference will be given in the first instances to existing employees including non-union members.

The employer shall make every endeavour to allow two consecutive days off per week unless the employee agrees otherwise.

9. GUARANTEED HOURS

Guaranteed hours will be offered on an individual basis and will be agreed between the employer and employee. If Kaikohe Care proposes a reduction to an employees guaranteed hours the employer must consult with the employee and their union.

10. ROSTERS

Rosters will be published 14 days prior to the commencement of the roster, provided that less notice may be given in exceptional circumstances. Changes to rosters, once posted, shall be by mutual agreement.

Staff may be permitted to change shifts between each other by mutual agreement and with the prior approval of the Manager or RN. Overtime and penalty provisions shall not apply in these instances.

The employer will endeavour to accommodate the wishes of the employee within the restraints imposed by the business needs of the Employer and the need for fairness between team members, particularly the distribution of weekend work and shifts.

11. OVERTIME

Overtime rates of \$2 per hour will be paid for time worked in excess of 40 hours in any one week (Monday to Sunday inclusive), except where an employee requests to work additional hours over and above 40 hours per week. Payment for such requested additional hours will be at ordinary rates.

12. MEAL INTERVALS AND REFRESHMENT BREAKS

The employer shall make available tea, coffee, milo, sugar, milk, hot water and tea-making facilities.

The employee shall be entitled to breaks as per current legislation. Current entitlements are as follows:

Length of work period	Minimum number of rest and meal breaks will be provided
2.00 – 4.00 hours worked in one period	1 x 10 minute paid rest break
4.00 – 6.00 hours worked in one period	1 x 10 minute paid rest break 1 x 30 minute unpaid meal break
6.00 – 10.00 hours worked in one period	1 x 10 minute paid rest break 1 x 30 minute unpaid meal break 1 x 10 minute paid rest break
10.00 – 12.00 hours worked in one period	1 x 10 minute paid rest break 1 x 30 minute unpaid meal break 1 x 10 minute paid rest break 1 x 10 minute paid rest break

Timing of breaks must be observed at the times agreed between the employer and the employee.

Rest and meal breaks shall be taken at times agreed between the employer and employee in accordance with operational requirements and/or as rostered. If we have no such agreement, we will schedule rest and meal breaks, as far as is reasonable and practicable in accordance with the provision of the ERA.

Where a Registered Nurse is on the night shift and cannot take a meal break, the Nurse will be paid one-half hour.

13. REDUCTION IN RESIDENT NUMBERS

In the event that resident numbers decrease to a point where fewer staff are required, the employer will have the discretion to reduce the employees' hours to reflect the reduction in the number of residents. In the first instance Kaikohe Care will ask for volunteers to take leave / days off.

Staff will be given as much notice as practicable of such a reduction but no less than seven days. The notice period may be reduced in the event of exceptional circumstances. Kaikohe Care will consult with the affected employees and their Union.

14. REMUNERATION and WAGES

The pay rates and allowances are detailed in Schedule (A) at the end of this agreement.

Wages will be paid by direct credit to a New Zealand bank account standing in the name of the employee.

Payment will be on a fortnightly basis and will be available to the employee fortnightly on a Thursday.

Employees will be provided with a wage slip detailing the calculations of their earnings and deductions.

Wage slips shall also show the balance of annual leave entitlement, and alternative holidays (lieu days).

Sick leave balances will be provided at annual appraisals.

The employer may deduct from the employee's wages and retain out of monies due to the employee from time to time including on termination of employment, such sum as may be equivalent to the amount being held by the employee on behalf of the employer, together with any monies owed to the employer and the fair value, taking wear and tear into due consideration, of any property belonging to the employer for which the employer is unable to account. The employer shall also be entitled to make a rateable deduction for time lost through the employee's own default, sickness and accident, or at the employee's own request.

The employer shall be entitled to make deductions from wages in accordance with the Wages Protection Act 1983.

15. KIWISAVER

Upon commencement of employment, employees will automatically be enrolled into Kiwisaver. The employer will comply with all its legal obligations in relation to Kiwisaver.

The current minimum Company contributions are indicated in the table below:

From the first whole pay period	Employer Contribution	Employee Contribution	Total Contribution
	3% of gross wages	3% of gross wages	6% of gross wages

16. PRACTISING CERTIFICATE

The cost of Practising Certificates for Registered Nurses, Enrolled Nurses and Diversional Therapists shall be reimbursed up to a maximum of \$120 by the employer upon provision of the original invoice.

SECTION 3: TERMS OF EMPLOYMENT

17. NEW EMPLOYEES

All new employees employed after the date of signing of this Agreement, whose work comes within the coverage clause, will for the first 30 days of their employment, be employed on terms and conditions in this Agreement and any other terms where authorised by the Employment Relations Act, which are not inconsistent with this 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.

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

If an employee is not a member of the NZNO or E tū, within 10 days after the employee commences employment with the employer the employer must give the employee a form along with any other specified information provided by the NZNO or E tū about the role and function of the NZNO and E tū if requested by the unions.

Unless the employee objects to the provision of their personal information to the NZNO and E tū, the employer will provide the name, email address, mobile number and the approved form of the employee to NZNO and E tū

18. PROBATIONARY PERIOD

A probationary period will apply for three months to assess and confirm suitability for the position. Both parties will promptly discuss any difficulties that arise. The employer will provide guidance, feedback and any necessary support to the employee and the parties will identify any training needs during the probation period. The employer will alert the employee if there any issues that may result during the probation period, including possible intention of termination. This probation period does not limit the legal rights and obligations of both parties and they must deal with each other in good faith.

The employer and employee may terminate employment at any time during the probationary period by providing one week's notice or payment instead of notice.

The employer may extend the probationary period should this be considered necessary.

19. UNIFORMS

Upon commencement of employment the employee will receive two uniforms from supplied stock at Kaikohe Care (one uniform will be given at orientation and a second one on completion of orientation).

Thereafter uniforms will be assessed on an as-needs basis and no more than two per year will be issued.

The employee will be responsible for any repairs to their own uniforms during this time frame.

If there is a genuine reason for a replacement or repair of the uniform, Kaikohe Care will consider this on a case-by-case basis.

20. VACCINATIONS

Kaikohe Care will provide influenza vaccinations.

21. ANNUAL APPRAISALS

The employer and employee shall review the employees' performance in carrying out their responsibilities and duties annually each year in person. The appraisal is an opportunity for both the employer and employee to exchange feedback and discuss training and professional development.

A written record of sick leave and accumulation balances will be provided to the employee.

22. GIFTS AND DONATIONS

Staff members may not accept individual gifts, tips, gratuities or koha. If gifts are offered to an individual the offer should be politely declined and the donor referred to the Facility Manager.

23. CO-OPERATION, CONSULTATION OF SIGNIFICANT CHANGE

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

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

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

Therefore the parties commit to effective and ongoing communications on appropriate employee relations matters.

The Employer accepts that union delegates are a vital channel of communication between the union and the Employer in the workplace.

Prior to the commencement of any significant change to staffing, structure or work practices, the employer will identify and give reasonable notice to employees who may be affected and to the unions to allow them to participate in the consultative process so as to allow substantive input.

24. POLICE VETTING CHECK

Employees are required to complete a Police Vetting Check prior to any consideration of their employment.

Employment will be subject to a Police Vetting Check, and have appropriate questions relating to any previous convictions.

If employment has commenced before Police Vetting check has been received by management, termination of employment can result upon receiving a failed Police vetting clearance.

Employees have the right to be treated fairly and to have their privacy respected.

The information contained in a Police Vetting Check is confidential and privacy must be safeguarded at all times.

25. DRUGS AND ALCOHOL

Where the employer has reasonable grounds for suspecting that the employee's work performance is impaired or at risk of impairment as a result of the consumption of illegal drugs or alcohol, the employer may require the employee to undergo a non-intrusive drug test (a urine test) or a test for blood/alcohol content. Such tests will be conducted by a Registered Medical Professional or suitably qualified external provider. The testing process followed will be such as to ensure a safe and accurate test.

In deciding whether to conduct a test the employer shall have regard for any comment by the employee.

On receipt of a positive test, the employer shall discuss the results with the employee and take into consideration any explanation received before any outcome is decided upon.

A positive test result will lead to disciplinary action being taken and could result in instant dismissal for serious misconduct.

26. MEDICAL EXAMINATIONS AND TESTS

In any circumstances where the employer reasonably believes it to be necessary, the employer will require the employee to be medically examined by a medical practitioner nominated by the employer at the employer's expense, and will require a report from the medical practitioner.

Any such medical examination shall include the right to have the employee tested for drugs and alcohol.

Such medical examinations and tests may be required for a number of reasons, including:

- To assess the employee's ability and capacity to work properly and/or safely
- To ascertain whether the work or work environment may affect the employee's health and safety
- To assess the employee after he/she is involved in an incident or accident or suffers an injury or illness that may be work-related or may result in their being off work for a long time.

27. DISCRIMINATION AND HARASSMENT

Kaikohe Care does not tolerate any discrimination or harassment of its employees. All sexual and racial harassment complaints will be handled in accordance with Kaikohe Care Policy.

Attention is drawn to the provisions of the Human Rights Act 1987 and the Employment Relations Act

28 SAVINGS

Nothing in this agreement shall operate so as to reduce any employee's wage rate currently in excess of this agreement by the coming into force of this agreement.

29 PASS ON

A genuine bargaining process will take place between the employer and each individual employee who is not a union member; and

The union party agrees that this process satisfies the employer's obligation to consult with them pursuant to section 59B(6)(b) of the Employment Relations Act, provided that this process is applied to every non-union member who may be offered the same or substantially the same terms and conditions as those set out in this collective agreement.

30 HEALTH AND SAFETY

Both parties must comply with all occupational safety and health statutory obligations under the Health and Safety at Work Act 2015 (and any other relevant legislation that may apply from time to time). Employee and Employer engagement and participation in all health and safety issues at Kaikohe Care is crucial to the safety and well-being of all workers and residents.

The employer will keep an accident register. The employee must report all accidents, incidents and near-misses to the employer and complete an accident/incident form immediately after the accident/incident has occurred.

The employer may from time to time at their discretion amend their health and safety policy and procedures, changes in work practice and improvements in safety techniques and equipment. Employees will be given reasonable notice of any changes.

The employee must wear the personal protective clothing with which he/she has been issued at all appropriate times and take all practicable steps to ensure that in the performance of his/her duties, the employee does not undermine his/her own health and safety or that of any other person.

The worker participation scheme shall be maintained in the accordance with legislation. Employee representation on the Health and Safety committee shall be elected at staff forums. The Health and Safety committee shall meet regularly, and not less than three monthly intervals, as reasonably practicable. In any event Kaikohe Care will hold Health and Safety four committee meetings per year. Committee meeting minutes will be made available to employees.

31 CONFIDENTIALITY AND DISCLOSURE

As part of normal duties the employee will obtain or have access to confidential information concerning the employer and residents.

Under no circumstances is any use to be made of this information except for purposes directly related to furthering the business objectives of the employer as provided within the terms of the employee's delegated authority.

Upon termination of employment under this agreement, the employee shall not in any circumstances whatsoever use either directly or indirectly, any confidential information belonging to the employer for any purpose whatsoever.

Upon termination of employment, the employee shall deliver up to the employer any records or documents (however stored) obtained during employment.

32. OTHER EMPLOYMENT AND CONFLICTS OF INTEREST

The employee shall not set himself/herself up or engage in private business or undertake other employment in direct or indirect competition with the employer using knowledge or materials gained during the course of employment with the employer. However, the employee may undertake other employment so long as such employment is in his/her own time and does not conflict with the employer's business.

SECTION 4: HOLIDAYS AND LEAVE

33. ANNUAL HOLIDAYS

After one year of current continuous service with the employer, the employee shall be entitled to four weeks' annual holiday per year in accordance with the provisions of the Holidays Act 2003 and its amendments.

Holidays should be taken before the next anniversary date of the start of the employment of the employee, at a time mutually convenient to the employee and the employer. If no mutual agreement is reached, the employee will be given at least 14 days' notice of the need and time to take holidays.

34. SICK LEAVE

Sick leave shall be provided in accordance with the Holidays Act 2003 and its amendments. The employee is entitled to ten days' paid sick leave when:

- (i) the employee has completed six months' current continuous employment with the employer; or
- (ii) if (i) above does not apply and the employee has, over a period of six months, worked for the employer for at least an average of 10 hours per week during that period and no less than one hour in every week, or no less than 40 hours per month during that period.

After six months' service, the employee is entitled to ten days' sick leave for the next 12 months; thereafter they will be entitled to ten days' sick leave in each 12-month period, up to a maximum of 20 days.

Paid sick leave can be taken if:

- i. The employee is sick or injured; or
- ii. The employee's spouse is sick or injured; or
- iii. A person who depends on the employee is sick or injured.

A medical certificate may be required if the sickness or injury leave is for a period of three or more consecutive calendar days, whether these days are working days or not.

However, the employer may require proof of illness or injury within three consecutive calendar days if:

- i. The employer suspects that the leave is not genuine;
- ii. The employer informs the employee of the requirement to provide the proof as soon as possible after forming the suspicion; and
- iii. The employer agrees to meet the employee's reasonable expenses in obtaining the proof. The employee must notify the employer of his/her intention to take sick leave, as early as possible prior to the start of the work period or if that is not practicable, as early as possible after that time.

35. BEREAVEMENT / TANGIHANGA LEAVE

Bereavement/Tangihanga leave shall be granted in accordance with the Holidays Act 2003 and its amendments.

The employee is entitled to paid bereavement/tangihanga leave when:

- (i) the employee has completed six months' current continuous employment with the employers; or
- (ii) if (i) above does not apply and the employee has, over a period of six months, worked for the employer for at least an average 10 hours per week during that period and no less than one hour every week, or no less than 40 hours per month during that period.

The employee may take three days' paid bereavement/tangihanga leave:

- (i) On the death of the employee's: Spouse, parent, child, brother or sister, grandparent, grandchild, spouse's parent; or
- (ii) On the end of an employee's pregnancy by way of a miscarriage or still-birth; or

- (iii) On the end of another person's pregnancy, by way of a miscarriage or still-birth, if the employee—
- a. is the person's spouse or partner; or
 - b. is the person's former spouse or partner and would have been a biological parent of a child born as a result of the pregnancy; or
 - c. had undertaken to be the primary carer (as described in section 7(1)(c) of the Parental Leave and Employment Protection Act 1987) of a child born as a result of the pregnancy; or
 - d. is the spouse or partner of a person who had undertaken to be the primary carer of a child born as a result of the pregnancy.

The employee shall be granted one day paid bereavement/tangihanga leave to allow a reasonable opportunity to pay respects to a deceased person on the death of any other person where the employer accepts, having regard to the relevant factors listed below, that the employee has suffered a bereavement. The relevant factors include:

- The closeness of the association between the employee and the deceased person;
 - Whether the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death;
 - Any cultural responsibilities of the employee in relation to the death.
- An Employee may apply for further unpaid leave which will be at the Employers discretion.

36. PUBLIC HOLIDAYS

The employer and the employee agree that the following days shall be granted as whole holidays in accordance with the Holidays Act 2003 where they fall on days that would otherwise be a working day for the employee. It is agreed that such holidays shall be observed on the day on which they actually fall.

New Year's Day [1 January]
 Day after New Year's Day [2 January]
 Anniversary Day of the Province
 Waitangi Day [6 February]
 Good Friday
 Easter Monday
 ANZAC Day [25 April]
 The birthday of the reigning Sovereign [first Monday in June]
 Matariki
 Labour Day [fourth Monday in October]
 Christmas Day [25 December]
 Boxing Day [26 December]

Where the employee is not required to work on any of the days listed above, it being a day that would otherwise be a working day for the employee, then the employee shall be paid for the day at not less than the employee's relevant daily pay for that day.

Where the employee is required to work on any of the days listed above, it being a day that would otherwise be a working day for the employee then the employee shall be paid for the day at not less than the employee's relevant daily pay and in addition, hours worked on that day shall be paid at half rates extra. The Act prohibits time and a half rates to be paid on top of "penal" rates.

The employee shall also be allowed a whole paid day off in lieu (alternative holiday) to be taken at a time mutually agreed between the employer and the employee. If the day is not taken after 12 months, the employer can direct a date for it to be taken or the parties may agree for it to be paid out.

Where the employee is required to work on any of the days listed above, it being a day that would not otherwise be a working day for the employee, then the employee shall be paid for all time worked at time and a half for each hour worked based on the employee's relevant daily pay. The Act prohibits time and a half rates to be paid on top of "penal" rates.

The employee consents to work the days listed above as required by the employer.

If the employee is sick or suffers bereavement on a Public Holiday that the employee was scheduled to work, that day is to be treated as an unworked Public holiday rather than as sick or bereavement leave.

37. PARENTAL LEAVE

Parental leave shall be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 and amendments.

SECTION 5: EDUCATION AND TRAINING

38. IN-SERVICE TRAINING

Applicable in-service training will be given on a regular basis to staff throughout the year as identified and deemed necessary by the Manager or to fulfil legislative requirements.

Six compulsory in-service training courses for all appropriate staff will be given annually or bi-annually in these area:

- Fire safety
- Client rights
- Elder abuse
- Safe manual handling
- Calming & restraint
- First Aid

Included for Registered Nurses:

- Interai
- First aid
- Syringe driver
- Fundamentals of palliative care

The employer will provide reasonable notice of each course.

It is the responsibility of the employee to attend these training sessions, the costs of which will be covered by the employer. Payment of wages will be paid for all compulsory training.

Should the employee fail to attend when required, or should they not complete the necessary training courses satisfactorily, this would be considered a breach of the terms of this employment agreement and disciplinary action may be taken after consultation.

The employer will give consideration to requests from employees to attend relevant training and development, with or without pay.

39. QUALIFICATIONS

Kaikohe Care recognises Careerforce as its NZQA education provider and is committed to best practice assessment and support structures within the facility and to support the process to attain this.

Kaikohe Care also recognises that workplace training is most effective when there is an internal support structure which includes people within the workplace.

Whilst Kaikohe Care will provide support to the trainee through on-the-job training the cost of the qualification will be borne by the employee.

The employer will provide support using the government funding of 2 days per year per employee for study for employees covered by the Equal Pay Settlement.

39.1 ASSESSORS

Kaikohe Care will ensure there is a minimum of one qualified staff assessor (but normally two) on site and will pay the cost for staff to attain the 4098 assessment qualification.

Any external training undertaken by the employee must be discussed with management and the costs will be negotiated between the parties on a case-by-case basis.

On any occasion where the employer undertakes to pay for an employee's qualification, the employee will be required to complete the training and obtain the necessary qualification to the employer's satisfaction. Failure to complete or resigning within six months of completing the course, will render the employee liable for all costs associated with achieving the qualification. These costs will be deducted from the employee's wages or their final pay, whichever is applicable. The employee will be consulted before any deductions are made and the employer will ensure that any deductions are not overly onerous or unreasonable in accordance with the Wages Protection Act 1983.

39.2 OBSERVERS AND VERIFIERS

Kaikohe Care will use Clinical Manager, Facility Manager, RNs, ENs, T/Ls (with prior approval from Clinical Manager those who have completed Level 3 & 4) who know the trainee and would normally be responsible for ensuring that work is completed to the required standard.

Observers and verifiers are staff that work with the trainee and can attest that the trainee can complete the task being assessed to the required standard continuously which provides the

proof the assessor needs to show that the trainee can do the practical work and can apply the theory in day-to-day practice.

Kaikohe Care will endeavour to see that staff covered under the Equal Pay Settlement are able to attain:

- The New Zealand Certificate in Health and Wellbeing Level 2 (or equivalent) within 12 months of employment; and
- The New Zealand Certificate in Health and Wellbeing Level 3 (or equivalent) within 3 years of employment; and
- The New Zealand Certificate in Health and Wellbeing Level 4 (or equivalent) within 6 years of employment.

40. EMPLOYMENT RELATIONS EDUCATION LEAVE

The Employer shall grant leave on pay for employee's party to this MUCA to attend courses authorised by the unions to facilitate the employee's education and training as employee representatives in the workplace.

The numbers of days education leave granted is based on the following formula:

Number of FTE employees	Number of days per annum
1 – 5	3
6 – 50	5
51 – 280	1 day for every 8 FTE or part of that number
281 or more	35 days plus 5 days for every 100 FTE or part of that number that exceeds 280

Note - FTE means Full time Equivalent Eligible Employees

For the purposes of calculating the number of full-time equivalent eligible employees employed by an employer;

- i. an eligible employee who normally works 30 hours or more during a week is to be counted as 1;
- ii. an eligible employee who normally works less than 30 hours during a week is to be counted as one-half

The Unions shall send a copy of the programme for the course and the name of employees attending at least 20 consecutive days prior to the course commencing.

The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.

The provision of Part 7 of the Employment Relations Act 2000 shall apply where any provision or entitlement is not provided for, or is greater than specified above.

Note: These provisions are inclusive of the provisions of Part 7 of the Employment Relations Act 2000.

SECTION 6: EMPLOYEE PROBLEMS AND DISPUTES PROCEDURES

41. NOTICE OF TERMINATION

Except as provided in this clause, this Agreement may be terminated as follows:

- In the case of registered nurses, enrolled nurses by either party giving four weeks' written notice.
- In the case of caregivers, recreation / activities officer, household employees, kitchen hands, gardeners, maintenance workers and physiotherapy assistants, cooks, chefs, and receptionists by either party giving two weeks' written notice
- In the case of casual employees by either party giving one day's written notice
- The relevant period of notice may be reduced by written agreement between the employer and employee.

Where the full notice is not given, payment equivalent to the unexpired period of notice shall be paid or forfeited as the case may be.

The employer may make deductions from wages in accordance with the Wages Protection Act 1983.

The employer shall also be entitled to make a rateable deduction for time lost through the employee's own default, sickness and accident, or at the employee's own request. In addition from time to time the employer may deduct monies outstanding during employment providing the employee has consented in writing in accordance with the Wages Protection Act 1983.

The employer may terminate the agreement without notice, in the case of serious misconduct.

41.1 Examples of serious misconduct:

Theft from Kaikohe Care, resident and staff.

Making of false or fraudulent misrepresentations on behalf of Kaikohe Care including, without limiting the foregoing, forging communications or issuing unauthorised communications as from us as if they were authorised

Physical or verbal abuse, harassment, bullying, assault or intimidation of any resident, employee, or member of the public at our premises or while on our business

Unauthorised disclosure of confidential information regarding residents or their families, staff or their families to any person.

(Refer Employer Policy on Serious Misconduct).

42. TERMINATION ON MEDICAL GROUNDS

In the event the employee has been absent from work for two months because of illness or injury, the employer shall be entitled to require the employee to undergo a medical examination by a registered medical practitioner nominated by the employer at the employer's cost.

In assessing the employee's fitness for work, the employer shall take into account any report provided as a result of that examination, and any other medical report provided by the employee within a reasonable time frame.

If, in the reasonable opinion of the employer, the employee is incapable of the proper performance of his/her duties by reason of illness or incapacitation, the employer may terminate this agreement by the provision of not less than four weeks' notice in writing.

43. SUSPENSION

The employer will suspend the employee on full pay:

- During the course of an investigation into suspected misconduct; or where
- Because of a condition, illness or injury, the employer has sound reasons to believe that the employee constitutes an immediate hazard to themselves or to others.

Suspension will only occur after the employer has discussed the reasons for the proposed suspension with the employee and considered any comment the employee may wish to make with regard to the proposed suspension. (Refer Employer Policy on Serious Misconduct).

44. REDUNDANCY

A redundant employee shall mean an employee whose employment is terminated as being surplus to existing requirements by reason of the closing down or reorganisation of the whole or part of the employer's operation or amalgamation of the employer's operation with the operation of another employer.

In the event of redundancy, no redundancy compensation will be payable. However, a minimum of four weeks' notice shall be given to the employee. The employer may elect to pay in lieu of part or all of the notice period. Casual and temporary employees are entitled to the notice provided in notice of termination clause 41 instead of the notice provided in this clause.

45. PROTECTION FROM DISADVANTAGE

Where the work of any employee bound by this agreement is affected by the contracting out, sale, or transfer of all or part of the business, the employer shall consult with the parties to this agreement in accordance with the good faith provisions in the Employment Relations Act.

The employer shall take all reasonable steps to ensure that any contract entered into, which will result in the whole or part of the business being contracted out, sold or transferred, shall require the contractor or purchaser acquiring the business or the part being contracted out, sold or transferred to:

- i. offer the directly affected employee(s) employment in the business that has been contracted out, sold or transferred that is in the same or substantially similar capacity as that in which the employee was employed by the employer, or in a capacity that the employee is willing to accept; and
- ii. agree to treat service with the employer as if it were service with the contractor or purchaser and as if it were continuous; and
- iii. offer conditions of employment to the employee(s) which are the same or substantially similar to the conditions of employment set out in this agreement.

Where the employer is successful in securing such contractual arrangements with the person acquiring the business, the directly affected employee(s) shall not be entitled to any of the redundancy provisions set out in Clause 44 of this agreement.

If, after all reasonable steps have been taken, the employer fails to secure such contractual arrangements with the person acquiring the business, the directly affected employee(s) shall be declared surplus to the requirements of the employer and the redundancy provisions set out in Clause 44 of this agreement shall apply.

46. EMPLOYEE PROTECTION – VULNERABLE EMPLOYEES

This clause applies to cleaning and food catering employees in any place of work, caretaking and laundry employees in the education sector, and orderly and laundry employees in the health sector and the age-related residential care sector.

Where the work of any employee bound by this agreement is affected by restructuring, the employer shall consult with the union.

If there is a restructuring, employees affected by the restructuring shall have the right to elect to transfer to the employment of the new employer on the same terms and conditions of employment, including any service-based entitlements.

The employment of the employee, who has elected to transfer to the new employer, shall also be treated as continuous, including for the purpose of service-related entitlements.

Such employees shall also be provided with a reasonable opportunity to make an election to transfer to the new employer or not, before the employers' business is restructured and must also be provided with the date by which the election must be made.

Alternative arrangements, such as transferring to another site of the current employer, may be bargained between the parties.

Where employees indicate they wish to explore alternative arrangements (before deciding to transfer to the new employer), the employer must advise the union. Where such alternative arrangements are agreed they must be recorded in writing.

Where employees covered by this agreement elect to transfer to a new employer, and the new employer is not party to this agreement, the new employer shall become party to the agreement on the date the employees transfer to the new employer, but only in relation to, and for the purpose of, that employee.

Employees 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 44 of this Collective agreement.

47. ABANDONMENT OF EMPLOYMENT

Where the employee is absent from work for a continuous period three working days without the consent of the employer, or without notification to the employer, the employee shall be deemed to have terminated their employment and have forfeited his/her right to notice. The employer will endeavour to contact the employee through the usual channels before termination.

48. EMPLOYMENT PROBLEMS, DISPUTES AND PERSONAL GRIEVANCE PROCEDURES

In relation to any employment problem, dispute or personal grievance, which may arise during the term of this agreement, the provisions of this clause and the Employment Relations Act 2000 shall apply.

Procedure for resolving employment relationship problems and personal grievances

This procedure applies to the resolution of all employment relationship problems and personal grievance matters within the organisation. An employment relationship problem is as defined in the Employment Relations Act 2000 and in this employment agreement.

If the employee feels that he/she has an employment relationship problem, the employee is urged to first raise the matter with the employer. The employer will do everything he/she can to resolve it as soon as possible after the event.

If the matter raised is a personal grievance, the employee must raise it with the employer within 90 days of the event giving rise to it.

- **Step 1**
The employee must first speak to the manager or supervisor. If for any reason the employee does not wish to raise it with the manager, he/she should speak to another manager, or someone else who can deal with it, so the employer can deal with the employee's concern early. The employee is entitled to speak to a union representative and have a support person present.
- **Step 2**
If the employee prefers to raise the matter in writing, or if any matter raised under Step 1 has not been resolved, the employee should write a letter regarding the problem or grievance, setting out:
 - Details of the problem or grievance; and
 - What solution the employee seeks to resolve the matter.
- **Step 3**
Upon receipt of the written advice under Step 2 the employer will respond in writing setting out the employer's version of the facts.
- **Step 4**
The employer will then meet with the employee to discuss and attempt to resolve the matter. The employee is advised to have a representative present.
- **Step 5**
If the problem or grievance cannot be resolved at the Step 4 meeting, and the employee wishes to pursue the matter further, the employee may do so by seeking the services of the Mediation Service of the Ministry of Business, Innovation and Employment (MBIE), or with any alternative mediation provider as may be agreed. For further information, contact Info Line on 0800 800 863 or visit the website www.mbie.govt.nz

SECTION 7: UNION FACILITIES

49. FEE DEDUCTIONS

The employer will deduct union fees from the wages of union members when authorised in writing by members and shall remit such monies to the union at agreed intervals that shall be no greater than monthly. The monies will be paid by direct credit to the union's bank account, with an identifying reference. The employer shall simultaneously forward to the union via e-mail where possible or by post a schedule detailing the name and address of the employee, value of deduction, the employee's payroll number, the date of termination of any employee who has left, and details of the period covered by the remittance.

50. RIGHT OF ENTRY

The authorised union representative shall be entitled at all reasonable times to be upon the premises for purposes related to the employment of its members and/or the union's business, in accordance with Sections 19, 20 and 21 of the Employment Relations Act 2000.

51. UNION MEETINGS

Union members shall be entitled to attend union-authorized meetings to a maximum total of four hours per calendar year providing the following conditions are fulfilled.

The union shall give the employer at least 14 days' notice of the date and time of any union meeting to which clause 51 is to apply.

The union shall make such arrangements with the employer as may be necessary to ensure that the employer can maintain their business during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.

Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two hours in respect of any meeting.

Only union members who actually attend a union meeting during their working hours shall be entitled to pay in respect of that meeting and to that end the union shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.

Note: The provisions of this clause are inclusive of any entitlements provided by the Employment Relations Act 2000.

52 UNION DELEGATE/WORKPLACE REPRESENTATIVES

The employer accepts that employee job delegates are the recognised channel of communication between the union and the employer in the workplace.

- a. Accordingly paid time off (at ordinary time rates) shall be allowed for recognised employees to undertake union activities.
- b. Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld. The amount of paid time off and facilities provided shall be sufficient to enable delegates and Convenors of delegates (where these positions exist) to give adequate consideration to the issues in the workplace.
- c. Where recognised workplace activities are required outside working hours, delegates may at the employers sole discretion be paid at ordinary rates or granted time in lieu on a time for time basis.
- d. The Employer may agree to the release on unpaid leave of a delegate who is seconded to work for the Union for an agreed period of time.
- e. Delegates shall, on request, be supplied by the Employer with a notice board or part thereof in the workplace that is reserved for the display of union notices and information.
- f. The delegate shall also be given reasonable access to facilities for the effective performance of their role, including telephone and fax.

SECTION 8: COMPANY POLICY - SECURITY AND TECHNOLOGY

53. USE OF COMPUTERS

(a) Employees recognise and accept that all electronic/computer equipment operated by the Employee during the Employee's employment is and remains the property of the Employer.

(b) Limited private/personal use of the company's email system will be permitted but any such use must be for legitimate reasons and must at all times meet the ethical and social standards of the workplace.

(c) The following uses of the company's electronic equipment are not permitted:

(i) Sending inappropriate email messages (e.g. messages that disclose confidential information are discriminatory; defamatory; or otherwise unlawful.)

(ii) Visiting "unsustainable" web sites (e.g. sites containing material of a sexual and/or violent nature or material that is not work related and would reasonably be considered/viewed as offensive and/or inappropriate in work context).

(iii) Down loading material onto work computers.

(d) The information stored on the Employer's computer systems can only be accessed by the Employee for specific work related purposes.

(e) Company software/programs used by an employee shall not be copied and used outside of the facility.

54. EMAIL, INTRANET, AND INTERNET POLICY

All employees will comply with all systems established by Kaikohe Care with regard to IT, IS, email, intranet and internet use and as may be amended from time to time. Staff will be notified of any change prior to them being introduced.

Kaikohe Care computers, laptops, mobile storage devices, internet, email or any other communications systems or devices are only for business use only. Personal use of email, intranet and the internet use is prohibited unless prior consent has been given by the Employer.

Where computers, laptops and/or mobile data storage devices are used in the course of employment, whether or not provided by us, you must not connect those devices to the internet, email, networks or exchange data with any other device, other than our network, without prior written approval by the Employer.

All electronic information stored or used in the course of employees' employment, excluding those stored in employees' private devices, will be monitored and may be accessed or intercepted and read by the Employer (or the Employer's agent) including any information that the Employer believes employees have deleted, for the purpose of ensuring compliance with this policy.

Failure to comply with the provisions of this clause may lead to disciplinary action.

55. SECURITY

When leaving the building or outside normal working hours doors and windows must be secure at all times and any equipment or machinery that must be turned off.

Lockers will be provided for employees for personal use. Employees will provide their own lock and keys. Keys must not be loaned or duplicated for unauthorised people. Lost or mislaid keys must be reported to us. Security codes are to remain confidential.

Key holders entering the premises outside normal working hours must ensure the exterior doors are locked when they are in the building and when you leave.

The employer will provide secure lockers for employee’s personal belongings. Employees are responsible for the security of their personal property and are advised not to leave money or valuables unattended or in places where they could be taken or interfered with.

56. SURVEILLANCE / MONITORING CAMERAS

The Employer operates surveillance cameras and audio, and recording all telephone communication to the hospital landline and on company phones. Monitoring is used primarily for safety and security reasons, but may be used for training purposes and as evidence in connection with any other incidents. Cameras may be concealed or in plain view. The Employee is aware that he or she may be monitored by surveillance cameras while working for the Employer. The Employee consents to collection of information in this way. The Employer will abide by the provision of the Privacy Act 1993 when collecting and storing such information.


SECTION 9: PAY RATES AND ALLOWANCES (Refer schedule A pages 26)

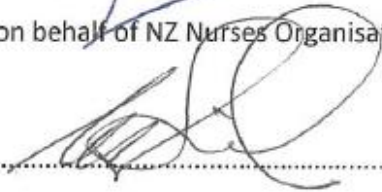
57. ADDITIONAL TERMS AND CONDITIONS

Where agreed individual terms and conditions fall outside of this Collective agreement, the employer will put in writing “Additional Terms and Conditions” pursuant to Section 61 of the Employment Relations Act 2000.

58. SIGNATURES

Signed.......... Date 07/03/2024
(for and on behalf of Kaikohe Care Ltd)

Signed.......... Date 5/3/2024
(for and on behalf of NZ Nurses Organisation)

Signed.......... Date 05/03/2024
(for and on behalf of E tū Union)

SCHEDULE A – PAY RATES and ALLOWANCES

Health Care Assistants Equal Pay Settlement	On the date of ratification	After one year from the date of ratification
Health Care Assistant, Activities Coordinator, Caregiver, Recreational Therapist, Diversional Therapist, Physiotherapy Assistants and Occupational Therapy Assistant		
No formal qualification or less than 3 years' service	\$23.20	\$23.70
NZQA Level 2 or more than 3 years' service	\$24.51	\$25.01
NZQA Level 3 or 8 years' or more service	\$26.61	\$27.11
NZQA Level 4 or 12 or more years' service	\$28.70	\$29.20
Existing employees who reach 12 years' current continuous service after 1 July 2017 and who have not achieved a Level 4 certificate.	\$27.65	\$28.15

For avoidance of doubt, if the government reaches new pay equity settlement for HCAS and there is a requirement to make back payment of wages, Kaikohe Care will pay only the balance of the money already paid by Kaikohe and the back pay.

	On the date of ratification	After one year from the date of ratification
Registered Nurse	Pay Rate	Pay Rate
Less than or equal to 1 years' service with Kaikohe Care as at the date of ratification	\$35.00	\$35.00
1 + years' service with Kaikohe Care as at the date of ratification	\$36.50	\$36.50
2 + years' service with Kaikohe Care as at the date of ratification	\$37.00	\$37.00
3 + years' service with Kaikohe Care as at the date of ratification	\$38.00	\$38.00
Enrolled Nurse	Pay Rate	Pay Rate
Less than or equal to 1 years' service with Kaikohe Care as at the date of ratification	\$29.70	\$29.70
1 + years' service with Kaikohe Care as at the date of ratification	\$30.20	\$30.20
2 + years' service with Kaikohe Care as at the date of ratification	\$30.70	\$30.70
3 + years' service with Kaikohe Care as at the date of ratification	\$31.20	\$31.20
Cleaner/Laundry/Kitchen Asst.	Pay Rate	Pay Rate
Less than or equal to 1 years' service with Kaikohe Care as at the date of ratification	\$23.20	\$23.70

1 + years' service with Kaikohe Care as at the date of ratification	\$23.40	\$23.90
2 + years' service with Kaikohe Care as at the date of ratification	\$23.60	\$24.10
Cook	Pay Rate	Pay Rate
Less than or equal to 1 years' service with Kaikohe Care as at the date of ratification	\$23.40	\$23.90
1 + years' service with Kaikohe Care as at the date of ratification	\$23.60	\$24.10
2 + years' service with Kaikohe Care as at the date of ratification	\$23.80	\$24.30
Maintenance/Gardener	Pay Rate	Pay Rate
Less than or equal to 1 years' service with Kaikohe Care as at the date of ratification	\$23.60	\$24.10
1 + years' service with Kaikohe Care as at the date of ratification	\$23.80	\$24.30
2 + years' service with Kaikohe Care as at the date of ratification	\$24	\$24.50

Allowances	
For cleaners, laundry and kitchen assistants, Careerforce (or equivalent qualifications) allowances will apply:	Level 2: 50 cents per hour Level 3: \$1.00 per hour Level 4: \$1.20 per hour
Weekend Rate	A weekend allowance of \$2.50 per hour will be paid for hours worked on Midnight Friday – Midnight Sunday.
Night Rate	A night rate allowance of \$1.00 per hour worked between Sunday and 2300hr and Friday 0700 hrs. No night allowances will be paid on weekends.
Team Leader	The employer may appoint Team Leaders who normally report to a Registered Nurse \$1.50 per hour over and above their normal pay rate. James will assign teamer leader for the purpose of specific roster morning and/or evening shift. Only HCA who has completed medication competencies and has achieved the Level 3 or 4 NZ Qualifications Authority Health and Wellbeing Certificate would qualify to be a team leader. Team leader allowance would only be paid for the hours worked on roster as a team leader during roster morning and evening shift.