



TAINUI HOME TRUST BOARD

NZNO and E tū

MULTI-UNION COLLECTIVE
AGREEMENT

1 October 2024– 30 September 2026



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1. STATUS OF AGREEMENT

This collective agreement is made pursuant to the provisions of the Employment Relations Act 2000.

The parties to this agreement recognise Te Tiriti o Waitangi and its principles that underpin Tainui workplace values and the unique status of Māori as tangata whenua in Aotearoa / New Zealand.

2. APPLICATION AND NON-PASS ON

This agreement binds and is enforceable by:

- (a) The union and employer parties to this agreement.
- (b) Employees who are employed by the employer who are or become members of the union and whose work comes within the coverage clause of this agreement.
- (c) The Employer will not automatically pass on terms and conditions agreed to under this collective to non NZNO / E tū members at the conclusion of bargaining.
- (d) Unless agreed by prior consultation, nothing in this agreement shall operate to disadvantage any employee during the term of this agreement.

3. PARTIES TO THE AGREEMENT

The parties to this collective employment agreement are:

Tainui Home Trust Board and NZNO and E tū

4. COVERAGE

- 4.1 This agreement will apply to those Employees employed by Tainui Home Trust Board who are engaged as: Registered Nurse, Enrolled Nurse, Health Care Assistant/Caregiver, Home Based Support Staff, Maintenance, Grounds Man, Activities Assistant, Diversional Therapist, Receptionist, Administration, Cleaner, Laundry, Kitchen Hand and Cook who are members of either E tū or NZNO but shall have no application to the Chief Executive, Clinical Nurse Manager, Finance Manager and Operations Manager.

5. TERM OF AGREEMENT

24 months 1 October 2024 – 30 September 2026

DEFINITIONS

For the purpose of this agreement the following definitions shall apply;



- 6.1 **Health Care Assistant (Caregiver):** a person engaged to deliver residential care, community care and nursing assistance to residents/clients in accordance with care plans as directed by a registered nurse in accordance with the job description for the role.
- 6.2 **Registered Nurse:** a person who meets Nursing Council Regulations and who holds a current New Zealand Nurses Council Practising Certificate in accordance with the job description for the role.
- 6.3 **Enrolled Nurse:** a person who holds a current New Zealand Nurses Council Practising Certificate, is an Enrolled Nurse and provides clinical support to Caregivers under the indirect supervision of a Registered Nurse in accordance with the job description for the role.
- 6.4 **Maintenance:** a person whose duties primarily include the maintenance and upkeep of the buildings, furniture and equipment. This will include ensuring the buildings are safe and in good order in accordance with the job description for the role.
- 6.5 **Groundsperson:** a person whose duties primarily include the maintenance and upkeep of the grounds, gardens and other plantings around the site in accordance with the job description for the role.
- 6.6 **Activities Assistant:** a person whose duty is primarily an activities role and works under the supervision of a Diversional Therapist or Registered Nurse; is an experienced Caregiver with a commitment to maintain professional development in the related field or progress towards a Diversional Therapy Qualification in accordance with the job description for the role.
- 6.7 **Diversional Therapist:** a person whose duty is primarily a diversional therapy role, has diversional therapy qualifications and is registered with the New Zealand Diversional Therapy Society in accordance with the job description for the role.
- 6.8 **Receptionist:** a person whose duties primarily include reception work, office and/or secretarial work in accordance with the job description for the role.
- 6.9 **Administration:** a person whose duties primarily include secretarial work, office and/or financial and/or property management in accordance with the job description for the role.
- 6.10 **Cleaner:** a person whose duties primarily include the cleaning of the facility and may also carry out other domestic duties as required, in accordance with the job description for the role.
- 6.11 **Laundry:** a person whose duties primarily include laundry work at the facility and may also carry out other domestic duties as required, in accordance with the job description for the role.
- 6.12 **Kitchen Hand:** a person whose duty is to assist the cook in the smooth running of the kitchen. Help prepare the meals as directed by the cook. Keep work areas clean and tidy and maintain strict hygiene standards under the guidance of the cook and additional responsibilities and tasks in accordance with the job description for the role.
- 6.13 **Cook:** to provide nutritional meals for all hospital and rest home residents according to menus and individual needs. To prepare and pack meals for all meals on wheels recipients, according to menu plan and individual needs. To prepare and despatch meals for chalet owners. To supervise kitchen hands and additional responsibilities and tasks in accordance with the job description for the role.

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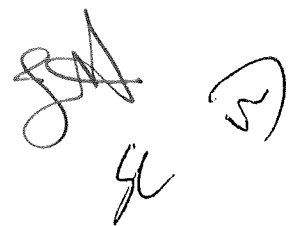
- 6.14 **Full-time Employee:** is one who is so designated by the Employer and who is employed to work 40 hours or more per week on a regular full-time basis (whether employed on a permanent or fixed term basis).
- 6.15 **Part-time Employee:** is one who is so designated by the Employer and who is not engaged on a full-time basis but who is regularly engaged to do a set number of hours per day or week (whether employed on a permanent or fixed term basis). Such Employee may from time to time be requested to work 40 hours or more in any week to meet the fluctuating demands of the Employer's business. In this circumstance the Employee will continue to be designated as a part-time Employee.
- 6.16 **Casual Employee:** is one who is so designated by the Employer and who is employed on an "as and when required" basis for the specific purpose of meeting the fluctuating demands of the Employer's overall operations. This means that the Employer is unable to guarantee any regular or set hours of employment per week on either a full-time or part-time basis. Accordingly, there exists no implied continuity of employment and as such therefore, each engagement will be treated as a separate engagement. Upon the completion of each engagement, eight percent of total gross taxable earnings will be paid for the purposes of annual holiday entitlement.
- 6.17 **Temporary/Fixed Term Employee:** means an employee employed on a full or part-time basis on reasonable grounds for a specified project, or event, or used to replace an employee who for some reason has taken extended leave. A temporary/fixed term employee shall be employed for a fixed term relating to either time or completion of the work task. There is no expectation of ongoing employment.

Note: Temporary/fixed term agreements must not be used to deny staff security of employment.

7 NEW EMPLOYEES

- 7.1 When a new Employee is appointed to a position which falls within the coverage clause of this collective agreement the Employer will:
- (a) Inform the Employee that this collective agreement exists and covers the work to be done by the Employee; and
 - (b) Give the Employee a copy of the collective agreement; and
 - (c) Inform the Employee how to contact the union and who the site delegates are; and
 - (d) Introduce all new employees to one of the site Union delegates during the orientation programme.
 - (e) Inform the Employee that if the Employee joins the union, the Employee will be bound by the collective agreement.
- 7.2 During the first 30 days of employment if any Employee whose work is covered by the coverage clause in this agreement, the terms and conditions of employment of that Employee will be the terms and conditions in this collective agreement
- 7.3 The employee's guaranteed hours of work are as stated in the employee's letter of employment or as varied by agreement in writing between the employee and employer.

8 HOURS OF WORK

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- 8.1 The ordinary hours and ordinary days to be worked each week by the employee shall be agreed after consultation with the employee provided that the ordinary hours shall not:
- a) be rostered on more than ten (10) days in a fortnight Monday to Sunday inclusive, unless mutually agreed
 - b) Exceed 80 hours per fortnight
 - c) Exceed eight (8) hours per day
- 8.2 Overtime is payable where a, b or c above are exceeded
- 8.3 The employee may be employed in excess of five days a week provided that the number of hours worked does not exceed 40 hours per week unless mutually agreed.
- 8.4 When additional shifts and/or hours are required to cover busy periods or staff absences, all eligible employees (i.e. those who have not exceeded 40 hours work in the week) will be consulted with and offered as first right of acceptance or refusal. All efforts will be made to ensure that additional hours and shifts are offered and distributed fairly and equitably between employees.
- 8.5 Rosters will be available fourteen (14) calendar days in advance of its commencement and once posted may only be changed by mutual agreement between the employee concerned and the employer.
- 8.6 Split shifts may be worked as required by the employer, an allowance for split shifts shall be payable as set out in Schedule 1. The ordinary hourly rate of pay will be paid for all hours worked on the split shift. Overtime will be payable pursuant to clause 11.3.
- 8.7 For night shift employees, the week is the seven-day period commencing noon Monday and finishing the following noon Monday. "Day" shall have the corresponding meaning of the period noon to noon.
- 8.8 For employees other than night shift employees, a week is the seven-day period between midnight Sunday/Monday and the following midnight Sunday/Monday.

9 REDUCTION OF HOURS/ STAND-DOWN

- 9.1 In situations where the resident numbers are reduced such that existing hours of work cannot be maintained, the Employer will consult with the E tū and NZNO and Employees as soon as is practicable to determine mutually acceptable arrangements to overcome the problem. This could also include looking at the options available under clause 9.2 of this agreement.
- 9.2 Initially the Employee will be requested to volunteer for a reduction in hours of work or take leave for a period of time.
- 9.3 If mutually acceptable arrangements cannot be agreed to then Clause 26 management of change must be followed as the process for such restructuring
- 9.4 In regard to home support work when the employer receives notice for loss of client, or reductions in clients funded hours the employer shall make all reasonable endeavours to find the effected employee alternative hours to replace those hours lost as a result. Community Support workers must be employed under the Guaranteed Hours Act.

10. MEAL AND REST BREAKS

- (a) The employer shall provide rest and unpaid meal breaks evenly spaced through the work period, as follows:

If an employee's work period is two hours or more but no more than four hours, the employee is entitled to one 10-minute paid rest break in the middle of the work period.

If the work period, is more than four hours but no more than six hours, the employee is entitled to one 10-minute paid rest break and one 30-minute unpaid meal break, one-third and two thirds of the way through the work period respectively.

- If the work period is more than six hours but no more than eight hours, the employee is entitled to two 10-minute paid rest breaks and one 30-minute unpaid meal break. The meal break should be in the middle of the work period and the rest breaks halfway between the start and the meal break, and the meal break and the finish of work
 - If the work period exceeds eight hours, the employee is entitled to the breaks someone working more than six hours and up to eight hours would be entitled to, plus such breaks as he or she would be entitled if the work period is assumed to have commenced at the end of the eighth hour. Thus, an employee would have to work ten hours before being entitled to a third break, because at the end of the eighth hour he or she would be considered to have commenced a work period of two hours, for which a ten-minute break is prescribed.
- (b) The employer shall supply without charge at all meal and rest breaks, tea, coffee, milo, milk, sugar and hot water.
- (c) Meal and rest breaks shall be allowed at the above time subject to allowing work to proceed with the minimum of interruption. The time of taking such breaks may therefore be varied as directed by any Manager or RN Nurse, however, if the timing of breaks cannot be mutually agreed upon then the Employment Relations Act will apply.
- (d) Where the employee cannot be released for a meal break, he/she shall be entitled to consume a meal during paid duty hours but shall remain responsible for matters requiring immediate attention.
- (e) The employee is not permitted to eat food prepared for the residents or home stock food unless authorised by Management or at properly constituted functions.

11. OVERTIME AND NIGHT DUTY RATE

- 11.1 Overtime is defined as any time worked in excess of the ordinary hours pursuant to Clause 8 provided that overtime is not payable until the employee has completed either eight (8) hours in any one day or eighty (80) hours in any one fortnight.
- 11.2 The employee agrees to work reasonable overtime as required by the employer, but overtime shall only be worked by prior authorisation of senior Management.
- 11.3 Overtime shall be paid at the rate of time and a half the employee's ordinary rate of pay for each hour worked.
- 11.4 Where the employee's whole ordinary time duty falls within the hours of 11.00 p.m. on one day and 7.00 a.m. the next day, that employee shall be paid the night duty allowance as specified in Schedule 1.

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12. WAGES AND ALLOWANCES

- 12.1 The employee's ordinary rate of pay and allowances shall be set out in Schedule 1 to this Agreement.
- 12.2 All wages and allowances (if any) shall be paid fortnightly by direct credit to a bank account of the employee's nomination not later than the Thursday following the completion of the pay fortnight for which they are being paid.
- 12.3 Deductions, including union fees, may be made with the prior consent in writing of the employee.

13. ANNUAL LEAVE

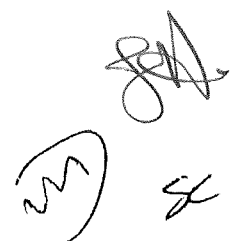
- 13.1 Annual holidays of four weeks per annum shall be allowed in accordance with the provisions of the Holidays Act 2003. It is the employer's policy that all annual holidays shall be taken within twelve months of the employee becoming entitled to take that leave. Where this has not occurred, the employer may require the employee to make a plan to use all or part of their outstanding leave. The employee may exchange up to one week of annual leave for payment, provided the employer agrees to the request.
- 13.2 Annual holidays that the employee takes can be paid in the pay that relates to the period during which the employee takes the holiday, or the employee can request in advance that they are paid their annual leave component on the day their annual leave commences, with management authorisation.
- 13.3 If the employee's employment is terminated before completion of a year during which the employee has taken annual holidays in advance, the employer will deduct the value of holiday pay paid in advance from any money owing to the employee, provided that debt is mutually agreed in writing at the time the debt is incurred.
- 13.4 The rate of annual holiday pay is the greater of:
- The employee's ordinary weekly pay rate at the time the holiday begins; or
 - The employee's average weekly earnings over the 12 months before the holiday.
- 13.5 The annual holiday entitlements in this agreement are not in addition to the annual leave entitlements of the Holidays Act 2003.

14. PUBLIC HOLIDAYS

- 14.1 The Employee will be entitled to 11 public holidays per year, in addition to annual leave. These days will be those specified in the Holidays Act 2003. Where the Public Holiday falls on a day that the day in question would otherwise be a working day for the Employee, the Employee will be entitled to be paid for that Public Holiday.

These holidays shall be:

- o New Year's Day

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- o 2nd January
- o Waitangi Day
- o Matariki Day
- o Day of the Anniversary of the province
- o Good Friday
- o Easter Monday
- o ANZAC Day
- o Birthday of the Reigning Sovereign
- o Labour Day
- o Christmas Day and Boxing Day

14.2 The Employer will be entitled to require the Employee to work on a public holiday. Where such a day is worked, the Employee will be paid at the rate of one and a half times their relevant daily pay for the hours actually worked and will also receive an alternative paid holiday of one day at a later date, the timing of which is to be determined by agreement between the Employer and the Employee. The Employee must give the Employer at least 14 days' notice of the intention to take an Alternative Holiday. In the absence of agreement between the Employer and Employee, it will be decided in accordance with the Holidays Act 2003. For clarification "required to work" does not include voluntary shift swaps amongst staff.

14.3 Where a public holiday falls on a day that would otherwise be a working day for the Employee and the Employer does not require the Employee to work, the Employee will be paid relevant daily pay for that day.

14.4 Where a public holiday falls on a day that would not otherwise be a working day for the Employee and the Employee does not work that day, the Employee will not be paid for that day.

14.5 Transfer of public holidays over Christmas and New Year

14.5.1 If any of the following public holidays being Xmas Day, Boxing Day, New Years' Day and 2 January:

- (a) falls on a Saturday and the day would otherwise be a working day for the employee, the public holiday must be treated as falling on that day:
- (b) falls on a Saturday and the day would not otherwise be a working day for the employee, the public holiday must be treated as falling on the following Monday:
- (c) falls on a Sunday and the day would otherwise be a working day for the employee, the public holiday must be treated as falling on that day:
- (d) falls on a Sunday and the day would not otherwise be a working day for the employee, the public holiday must be treated as falling on the following Tuesday.

14.5.2 To avoid doubt, this does not entitle an employee to more than four public holidays for the days listed in part (1) above.

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14.6 Transfer of Waitangi Day and ANZAC Day public holidays

14.6.1 If Waitangi Day or ANZAC Day —

(a) falls on a Saturday or a Sunday, and the day would otherwise be a working day for the employee, the public holiday must be treated as falling on that day;

(b) falls on a Saturday or a Sunday, and the day would not otherwise be a working day for the employee, the public holiday must be treated as falling on the following Monday.

14.6.2 To avoid doubt, this does not entitle an employee to more than one public holiday for Waitangi Day or more than one public holiday for ANZAC Day.

14.7 Payment for public holidays and any alternative days will be paid in the pay period that relates to the observed public holiday or when the alternative day is taken. If the Employee has not taken the alternative day within 12 months of entitlement, he/she may request that the day be paid out with management authorisation. Payment for any remaining alternative holidays not taken by the Employee during employment will be paid in the pay period following the last day of employment with the Employer.

14.8 Where the employee is directed to and work on 25th December – they will be paid double time for the number of hours that the employee works.

14.9 Where a public holiday falls during the currency of the employee's annual holidays, such employee shall be paid for that day at their relevant daily pay in recognition of the public holiday, provided that such day or days fall on what would otherwise have been a working day(s) for the employee.

14.10 Where the employee is required to, or has agreed to, work on a public holiday but does not work because the employee:

(a) becomes or remains sick or injured; or

(b) has a spouse who becomes or remains sick or injured; or suffers or has suffered a bereavement; then this day will be treated as a public holiday and not a sick, special or bereavement leave day (as the case may be). Accordingly, the employee will be paid their relevant daily pay for the day and will not be entitled either to be paid time and a half or to receive an alternative day off work.

The public holiday entitlements in this agreement are not in addition to the public holiday entitlements of the Holidays Act 2003.

15. SICK LEAVE

15.1 (a) Following the completion of six months current continuous service, the employee shall be entitled in each ensuing period of 12 months to ten days Sick Leave.

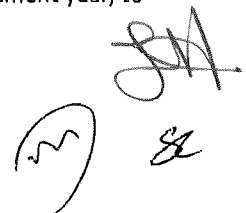
(b) Such sick Leave may be taken only when;

(i) The employee is sick or injured; or

(ii) The spouse of the employee is sick or injured; or

(iii) A dependant for whom the employee provides care is sick or injured.

(c) Sick Leave that is not taken in by the end of the 12-month period to which the leave relates, may be carried over up to 15 days' sick leave to the next entitlement year, to



a maximum of 20 days' current entitlement. Sick Leave that the employee does not use will not be paid out to them at termination of their employment.

- (d) Any employee who qualifies for sick leave during any 12-month period shall take such sick leave FIRSTLY from that current year's sick leave entitlement as authorised under Clause 15(a), SECONDLY from any sick leave accumulated under Clause 15(c) from any prior year and THIRDLY the special leave entitlement under Clause 16.
- (e) If the employee takes a day of sick leave under clause 15(b), they will be paid their relevant daily pay for that day. This will be paid to the employee in the pay that relates to the period during which the sick leave is taken.

15.2 The employee must notify the Employer of their absence and the expected duration of the absence, as early as possible (ideally at least 3 hours) before the employee is due to start work on the first day of absence and any subsequent days of absence due to sickness or injury.

15.3 The Employer may require the Employee to provide their manager with proof of the sickness or injury (including a medical certificate) to support any sick leave absence:

- (i) in excess of three consecutive calendar days; or
- (ii) in excess of the Employee's statutory entitlement; or
- (iii) The Employer may require a medical certificate for any sick leave, including single days. In this event the employer will inform the employee as early as possible and will meet reasonable costs of the employee obtaining the medical certificate.

15.4 If the Employer requires a medical certificate, this certificate must state that the Employee/the dependant person has been examined by a doctor and the Employee/the dependant person is, in the doctor's opinion, not fit to attend work/requires home care because of sickness or injury.

15.5 **Flu Vaccinations** - The Employer will offer all employees the opportunity to have flu vaccinations on an annual basis. The cost of the vaccination will be paid by the Employer.

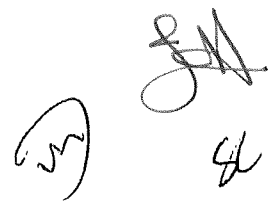
15.6 Compensation for unused sick leave will not be paid upon termination of this agreement for any reason.

16. SPECIAL LEAVE

16.1 The employee who has worked for the employer for more than six (6) months shall be entitled in each ensuing period of twelve (12) months to a maximum of five (5) days special leave as follows:

Special leave under this Clause may be taken only when:

- (a) The employee's current year's sick leave entitlement as authorised under clause 15 is used, or
- (b) The bereavement leave as authorised under Clause 18 is deemed inadequate by the employer.
- (c) Other leave at the discretion of the CEO
- (d) Special leave under this Clause that is not taken in any period of twelve (12) months may not be accumulated for use in any subsequent period of twelve (12) months.



- (e) Subject to Clause 15 If the employee takes a day of special leave under clause 16, they will be paid their relevant daily pay for that day. This will be paid to the employee in the pay that relates to the period during which the sick leave is taken.
- (f) Wherever practicable, the employee must as soon as possible on or before the day on which he or she would otherwise be required to start work, notify the employer that the employee wishes to take special leave on that day.
- (g) No employee shall be entitled to be paid under this Clause for any day for which the employee is paid earnings-related compensation under the Injury Prevention, Rehabilitation and Compensation Act 2001.

17. FAMILY VIOLENCE LEAVE

- (a) In order to provide support to employees experiencing family violence and to provide a safe work environment to all employees, the employer will consider all reasonable and practical requests from an employee experiencing family violence.
- (b) An employee affected by family violence will not be discriminated against or treated unfairly. The confidentiality and privacy of the employee will be upheld at all times.
- (c) After completing six months continuous employment, an employee affected by domestic violence will be entitled to 10 days paid Family Violence Leave in accordance with the Holidays Act 2003 and subsequent amendments.
- (d) The employee will notify the employer of the intention to take domestic violence leave as soon as practicably possible, preferably before the employee is due to start work on the day or, if that is not practicable, as early as possible after that time.
- (e) Supporting information for approval may be required from the police, government department, health professional or a family violence support service. This will be at the discretion of the manager.
- (f) Employees may request a short term (up to 2 months) flexible variation of their working arrangements to assist with the effects of family violence as per Section 69AA(a) and 6AB of the Employment Relations Act.
- (g) The employee will be paid at the employee's relevant daily pay rate or average daily pay rate while on domestic violence leave. Domestic violence leave may be taken in advance if required. Leave taken in advance will later be offset against the employee's entitlement when it accrues.
- (h) Untaken domestic violence leave will not be carried forward.
- (i) Employees will be notified of the specialised support services available for those affected by family violence and where help is available.
- (j) Employees who support a close personal relative experiencing family violence may take family violence leave to accompany them to court, hospital or to mind the victim's children provided that proof of the violence is provided.



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18. BEREAVEMENT LEAVE / TANGIHANGA / HURAKOHATI

- (a) After six months current continuous employment, the employee is entitled to 3 days' Bereavement Leave on the death of the employee's spouse ("spouse" includes de-facto spouse or same sex partner), parent, child, brother, sister, grandparent, father in-law, mother in-law, grandchild; and
- (b) 1 day's Bereavement Leave for the death of any other person if the employer accepts that the employee has suffered a bereavement as a result of the death.
- (c) Bereavement Leave may also be taken in the case of an employee, or their partner, suffering a miscarriage or stillbirth, as set out in the Holidays Act
- (d) If the employee takes a day of bereavement leave under clause 18 a), the employee will be paid their relevant daily pay for that day. This will be paid to the employee in the pay that relates to the period during which the Bereavement Leave is taken.
- (e) The employee must notify the employee's manager of their absence, and the expected duration of the absence, as early as possible before they are due to start work on the first day of absence.
- (f) The employer may require the employee to provide evidence to support an application for bereavement leave.
- (g) No employee shall be entitled to be paid under this clause 18 for any day for which the employee is paid earnings-related compensation under the Injury Prevention, Rehabilitation and Compensation Act 2001.
- (h) The bereavement leave entitlements in this agreement are not in addition to the bereavement leave entitlements of the Holidays Act 2003.

19. PARENTAL LEAVE

Parental leave shall be granted in accordance with the Parental Leave & Employment Protection Act 1987 and its amendments. The different entitlements under the Parental Leave and Employment Protection Act 1987 and its amendments are contained in the Tainui Home Trust Board's Policy Manual. A copy of the list of entitlements is available from the office on request. Further information on the employee's parental leave entitlements can also be obtained from the Ministry of Business, Innovation and Employment, www.dol.govt.nz:

20. ABANDONMENT OF EMPLOYMENT

- (a) Where the employee is absent from work for a continuous period exceeding three (3) working days without the consent of the employer or without good cause they shall be deemed to have terminated their employment.

NOTE-The expression "good cause" denotes a cause as serious as, for example, unexpected hospitalisation.

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- (b) Such termination shall only occur after the employer has made reasonable attempt to contact the employee to ascertain the reason for the absence.

21. CLOTHING AND UNIFORMS

- (a) Where the employer supplies clothing, uniforms or other special items such as boots or gloves (including hygiene gloves) such clothing or equipment shall be worn by the employee. The employee shall be responsible for the care and laundering of all such clothing.
- (b) Worn or unserviceable items must be returned prior to the issue of new or replacement items. For the purpose of calculating the value of any unreturned items, the initial value shall be reduced by one-twelfth for each complete month that has elapsed since the issue of the item.
- (c) It shall be a requirement of the employer that the employee shall maintain all supplied clothing in a clean, neat and tidy state and it shall be a further requirement of the employer that all staff shall wear a reasonable standard of footwear.
- (d) The employer shall provide wet weather gear and gumboots for general hands engaged in gardening duties.
- (e) The employer shall provide the employee with a name badge which shall always be worn whilst the employee is on duty.

22. SUSPENSION

In the event that the employee comes under investigation for any form of serious misconduct, workplace bullying or harassment, the parties agree that the employer may, after consulting with the employee, at their discretion either suspend the employee on full pay, (unless the period becomes protracted as a result of undue delay caused by the employee) or temporarily transfer the employee to another area of work until such time as the issue is resolved or a permanent transfer is agreed between the parties.

23. TERMINATION

- (a) RN/EN's and Cooks - Four (4) weeks' notice in writing shall be given by either party wishing to terminate their employment under this Agreement or four (4) weeks wages shall be paid or forfeited in lieu of such notice as the case may require.

For all other roles covered by clauses 6.1, 6.4 – 6.13, two (2) weeks' notice in writing shall be given, by either party wishing to terminate the employment under this agreement or two (2) weeks wages shall be paid or forfeited in lieu of such notice as the case may require.

Notice may be paid or worked at the employer's discretion. This shall not prevent the employer from summarily terminating the employment without payment in the case of serious misconduct.

- (b) At the time of termination of employment, the employee shall return forthwith to the employer all keys, vehicle, clothing and any other property belonging to the employer.

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- (c) All clothing, footwear, equipment and property will be returned to the employer forthwith upon the termination of the employment. The employer will be entitled to deduct from the employee's final pay the value of any footwear, clothing, equipment and property not returned to the employer, providing the debt is mutually agreed in writing at the time the debt is incurred. A formal notification of this deduction will be provided to the employee, where reasonably possible, prior to the deduction being made. Clothing will be scaled on cost over a 12 month period from when it was issued.
- (d) The employee's final pay including holiday pay shall be paid into the employee's nominated bank account in the pay period following termination of employment.

24 TERMINATION FOR MEDICAL REASONS

- (a) The employer may terminate the employee's employment on the grounds of incapacity due to physical or mental (including emotional) illness, injury or state which renders the employee incapable of proper ongoing performance of their duties subject however to the employer's obligation to act reasonably and in good faith towards the employee.
- (b) The employer shall not take any actions without consulting with the employee regarding their medical condition and other employment options within the employer's business, if any; and taking into consideration any medical reports or recommendations which the employer might receive.
- (c) When the employee has been absent from work because of sickness or incapacity for an extended period of time of not less than 2 months (inclusive of any brief returns to work), where practicable, the employer may require the employee, at the employer's cost, to undergo a medical examination by a mutually agreed medical practitioner. The results of such an examination will be made available to both the employer and employee. Either party can request a second opinion at the employer's cost.
- (d) During any period of incapacity, where employment has not yet been terminated, the employee will keep in regular contact with the employer regarding the status of the injury or illness and provide the employer with any information necessary to keep the employer fully informed. Subsequently in considering the potential for the employee to return to work, the employer shall take into account of any reports from medical practitioners.

25 OTHER EMPLOYMENT

The employee shall notify the employer if undertaking any other paid employment. The employee will use best endeavours that their additional hours of work do not place themselves or others at Tainui at risk and not impact their work performance at either job.

26 MANAGEMENT OF CHANGE

- 26.1 The parties accept that change in the Tainui Service occurs and in order to ensure that efficient and effective delivery of services, the Employer agrees to consult with the union party on matters of mutual concern and interest.

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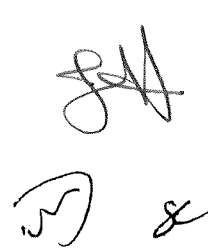
- 26.2 Therefore, the parties commit themselves to the establishment of effective and ongoing communications on all Employee relations matters.
- 26.3 Prior to the commencement of any significant change to staffing, structure or work practices, the Employer will identify and give reasonable notice to Employees who may be affected and to the NZNO / E tū to allow them to participate in the consultative process so as to allow substantive input.
- 26.4 Consultation involves the statement of a proposal not yet finally decided upon and requires more than mere prior notification.
- 26.5 The requirement for consultation should not be treated perfunctorily or mere formality. The parties to be consulted must be given sufficient opportunity to express their view or to point to difficulties or problems. If changes are proposed and such changes need to be preceded by consultation, the changes must not be made until after the necessary consultation has taken place.
- 26.6 Reasonable paid time off at ordinary payrate shall be allowed for employee delegates to attend meetings with management and consult with employees to discuss issues during the management of change process.
- 26.7 Prior approval of such meetings shall be obtained from the employer and such approval shall not be unreasonably withheld.
- 26.8 The employer will enter consultation with an open mind and give genuine consideration to the matters raised in any response made by the affected employees or their representative. While there will be an attempt to reach an agreement, the final agreement will be the responsibility of the employer after giving consideration to the last on first off principle.

27. REDUNDANCY

- (a) If the employee's employment is terminated by way of redundancy, and the employee has completed twelve (12) months continuous service, he/she shall receive four (4) weeks' notice of redundancy or, failing such notice, be paid in lieu of notice.
- (b) If the employee's employment is terminated by way of redundancy and the employee has completed less than twelve (12) months continuous service, he/she shall receive two (2) weeks' notice of redundancy or be paid in lieu of such notice.
- (Notice under this clause shall be inclusive of and not in addition to the notice requirements of Clause 23).
- (c) If the employee fails to work out the notice by reason of his/her own choice or resignation, he/she shall not be paid for the unworked proportion of the notice.
- (d) In the event of redundancy, the employee shall not be entitled to any additional compensation due to the cessation of employment.

28. UNION MATTERS

28.1 Right of Access

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- (a) Right of access will be exercised in a spirit of good will, having regard to the sensitivities of the business, the needs of the patients, patients' families, other staff and management.
- (b) The Union's authorised representative shall be entitled to enter at all reasonable times upon the premises, after notifying the manager, to speak with any employee but not so as to interfere with or disrupt the employer's business.

28.2 Stop Work Meetings

- (a) The Employer will allow every union member to attend paid union meetings to a maximum of 4 hours duration in each calendar year. No meeting shall exceed two hours in duration.
- (b) The union will give the Employer at least 14 days' notice of the date and time of any meeting to which sub clause 28.1 applies
- (c) The union will make such arrangements with the Employer as may be necessary to ensure that essential services are maintained during any union meeting. Where alternative cover is not available, then an arrangement for sufficient union members to remain available during the meeting will be made for this purpose.
- (d) Work will resume as soon as possible after any meeting, but the Employer will not be obliged to pay any Employee for a period of greater than two hours in respect of any meeting.
- (e) Only union members who attended the meeting and stop work to do so will be entitled to pay. The union will supply the Employer with a list of members who attended the meeting.

28.3 Consultative meetings / Healthy Workplace

The parties agree that meetings will occur regularly between management and union delegates. These meetings will enable effective operational and strategic communication and resolution of issues. Each site shall establish and/or continue the relevant arrangements in existence at the commencement of this Agreement.

29 DEDUCTIONS

29.1

The employer may make deductions from the employee's remuneration in these situations:

- (a) The employer is required by law to make the deduction (e.g. income tax, ACC levy).
- (b) The employer is directed to make the deduction by a court or other authority with the necessary powers (e.g. for child support payments).
- (c) The employer is requested or authorised in writing by the employee to make a deduction for a lawful purpose (e.g. superannuation contribution, social club subscription, union fees) and pay the amount to the person or organisation specified by the employee. The employee may at any time make written request for the deduction to be altered or cancelled and the employer will comply with that request as soon as possible.
- (d) The employer may deduct from any payments due on the termination of this employment any overpayments made to the employee for leave taken in advance, as mutually agreed in writing at the time of the debt being incurred

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(e) In the event that an employee has not fully repaid any amount of overpayment, or there is any other amount outstanding due to Tainui (such as but not limited to that noted in 13.3) at the time of employment ending, the employee authorises Tainui to deduct the amount that is owed from the final pay

The employee and the employer will agree in writing that deductions for any purpose may be made

30. EMPLOYMENT RELATIONS EDUCATION LEAVE

The Employer will provide paid employment related education leave to the union in each year to be distributed amongst union members that are bound by this agreement, in accordance with the provisions of the Employment Relations Act 2000.

31. RECOGNITION OF UNION DELEGATES

On notification from the Union the Company will recognise delegates and their roles. Such recognition will include allowing delegates to represent the Union and its members on matters of interest, welfare of employees, recruitment, disputes, grievances and matters relating to the administration and application of the collective employment agreements.

Allowing delegates to attend onsite and offsite Union meetings and activities including Union education (in accordance with the provisions of the Employment Relations Act).

The Company will maintain delegates' normal rostered income where the delegate is engaged in his/her role within normal hours of work. The company may exchange time for negotiations outside of normal hours of work or make alternative arrangements as agreed between the parties.

The Company will also reasonably make resources such as meeting rooms, copying and typing facilities available.

Absence from the delegates' place of work during normal work time must be pre-arranged with adequate notice and pre-approved by the delegates work area supervisor who will ensure that the Company's business is not unduly disrupted, such approval will not unreasonably be withheld.

32. EMPLOYEE PROTECTION

- (a) The employer enters into a contract or arrangement for the contracting out, sale, transfer, amalgamation or other disposal to another person, ('the new employer') of the whole or part of its business (business transfer); and
- (b) as a result, the employee is, or will be, no longer required by the employer to perform the type of work the employee normally performed; and
- (c) this work (or substantially similar work) is or will be carried out by the new employer.
- (d) The employer will meet with the new employer prior to the date of the business transfer to:
- (e) discuss how the business transfer will affect the employee's employment; and

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- (f) negotiate with the new employer about matters relating to the employee's employment including whether the employee would transfer to the new employer and, if so, whether this would be on the employee's same terms and conditions of employment; and
- (g) determine what entitlements, if any, will be available to the employee if the employee does not transfer to the new employer.
- (h) For the purposes of such discussions and determinations the employee hereby consents to the disclosure to the potential new employer of the necessary details of the employee's terms and conditions on the understanding the employer will use its best endeavours to obtain the new employer's agreement to keeping the information confidential.
- (i) Where arrangements are made for the employee to transfer to the new employer the employee may choose whether or not to transfer to the new employer, No compensation (redundancy or otherwise) shall be payable to the employee in the event that the employee chooses, for whatever reason, not to transfer to the new employer if the terms and conditions of employment offered by the new employer are the same or substantially similar to that held by the employee immediately prior to the business transfer.
- (j) Where no arrangements are made for the transfer of the employee to the new employer or the employee chooses not to transfer to the new employer. Then the employer will:
- Inform the employee in advance of the proposed date of the business transfer and (where relevant) brief reasons why no arrangements are being made for the transfer of the
 - employee to the new employer; and where applicable, give the employee written notice of
 - termination of their employment. No redundancy compensation will be paid.

Nothing in this clause 30 shall apply where the business transfer: occurs by reason of the termination of a contract or arrangement under which the employer carried out work on behalf of another person; or occurs while the employer is in receivership or in liquidation.

33. VARIATION OF AGREEMENT

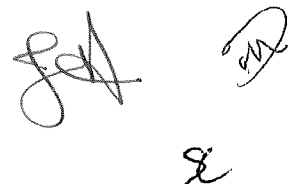
The provisions of this Agreement may be varied by agreement in writing and signed by both parties. If appropriate to the situation, Schedule 1 to this agreement may be used to record any such variation/s.

34. ACCIDENT COMPENSATION

34.1 This clause is inserted for the sole purpose of ensuring that the Board's Accident Compensation Premium is not adversely affected by subsequent work injury claims for accidents previously suffered by the employee outside of their employment at the Tainui Home Trust Board.

- (a) The employer may request the employee who is put off work by their Doctor for an accident related injury to obtain a copy of their records from ACC.

This shall not affect the employee's entitlement to a claim if they otherwise qualify.

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- (b) 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 appropriate claim forms and medical certificates by which the application was made to ACC, and copies of other such documentary evidence and medical certificates as they are provided to ACC from time to time relating to their continued eligibility for weekly compensation, in addition to any information that may be required in accordance with this Agreement,
- (c) All ACC claims must be accompanied by a medical certificate obtained at the employee's expense.
- (d) If the employee is in receipt of compensation for a work-related accident, the second and subsequent week's payment of compensation, may, with the agreement of the employee be increased by the taking of sick leave or then annual leave entitlement and calculated on the employee's average daily hours based on the preceding four-week period
- (e) **Alternative Duties**

At the discretion of the employer, the employee may be required to return to work to undertake such alternative duties as are available and as are reasonably within their capability and level of fitness as determined in consultation with a registered medical practitioner.

34.2 Overpayments

All payments made to the employee by the employer in relation to work-related accidents/injuries, whether relating to first week compensation or otherwise, shall be treated as advances of wages to be recoverable at the discretion of the employer should the employee's claim for earnings related compensation be ultimately rejected by ACC or judicial process.

34.3 Recovery of Overpayments

Where advances relating to injury require recovery, such payments may be recovered by either:


- (i) Debiting the appropriate portion of unused sick leave in respect of the period over which the advance was paid; or
- (ii) Deduction from wages at an agreed rate, provided that such repayments shall be made within three months of the resumption of paid employment; or
- (iii) If the employee's employment is terminated for any reason whatsoever prior to repayment occurring, a deduction may be made from the final wages (including holiday pay) owing,

35. HEALTH AND SAFETY, ACCIDENTS, DRUG TESTING, AND SURVEILLANCE

(a) Reporting

The employee is required to report all accidents/injuries and/or incidents/risks that occur arising out of or in the course of their employment in accordance with the employer's accident and injury reporting and investigation procedure as amended from time to time.

(b) Medical Examinations

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The employee agrees that the employer may require a medical examination and certificate for any condition which may impair their work and/or contravene health regulations. Such certificates shall be at the employer's expense.

(c) **Health & Safety**

The employer is committed to providing a safe and healthy working environment for all employees and to meeting its obligations in terms of the Health and Safety at Work Act (2015) and subsequent amendments and all statutory regulations. The employer is committed to providing safe staffing levels.

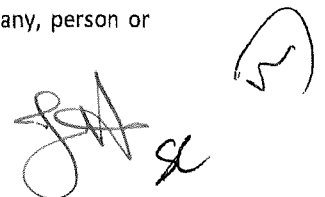
The employee agrees to adhere to the employer's Health and Safety policies and procedures as set down or amended from time to time.

The employee accepts their responsibility under the Health and Safety at Work Act (2015) and its amendments to take all practicable steps in the course of employment to ensure their own safety and the safety of others.

- (d) The employer wishes to maintain a workplace which is free of substances, whether or not they are legal or illegal, which have the potential to adversely affect employees' behaviour and performance or place their (or others) safety or health or personal well-being at risk. In particular, the employer will not tolerate the use of drugs or alcohol by any person in or about the workplace, or by employees outside the workplace, if their workplace behaviour or performance is subsequently affected, or the employer's reputation is subsequently affected.
- (e) If the employer has reasonable grounds to suspect that the employee or the employee's performance is affected by drugs or alcohol, the employer may require the employee to undertake a non-intrusive test as per Tainui's Drug & Alcohol Policy. The proposal to conduct such a test will be discussed in advance with the employee, and any comments made by the employee will be taken into consideration by the employer in deciding whether or not to proceed with the test. If the employer decides to proceed with the test and the employee refuses to participate in the process, the employer is entitled to take appropriate disciplinary action.
- (f) The test shall be administered by a recognised drug testing agency. The employer shall discuss the results of the test with the employee before deciding if further action should be taken. Further action may involve disciplinary action, including summary termination for serious misconduct.
- (g) Surveillance - The Employee acknowledges that the Employer has installed a video surveillance system into the workplace primarily for the purposes of patient and employee safety. This system is visible to employees, unless the employer determines covert surveillance is necessary, and the only reasonably practicable means of collecting information in certain limited circumstances. The Employer shall take particular care not to collect personal information by any means or in any ways which breach the employees' rights under the Privacy Act.

36. CONFIDENTIALITY OF INFORMATION

- (a) The employee shall not disclose any professional, financial or other like information of a confidential nature relating to the employers business, or to patients or residents affairs, gained during, or after the cessation of employment with the employer, to any, person or

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organisation not lawfully entitled to receive such information, without the specific written authority of the employer.

- (b) The employee shall take any matters of this nature to the CEO, Senior Managers or to the Board Chair in the first instance.
- (c) A breach of the foregoing sub clause shall constitute grounds for instant dismissal.

37. RULES AND POLICIES

The employee agrees to abide by the provisions contained in the Tainui Home Trust Board's booklet "Guide to Employees" and other policies and procedures which may be issued by the employer from time to time. In particular, the employee agrees to abide by the House Rules, Smoking Policy and Health and Safety requirements of the employer, and the employee recognises the employers' right to vary these from time to time as the employer requires. The employee will be notified in writing of such variation.

38. TRAINING COURSES

- (a) Where an employee is required and authorised by the employer to attend a Training Course or Seminar, the employee shall be paid his/her ordinary hourly rate of pay for all time spent attending such course, including travel time up to a maximum of 8 hours per day. The employer shall pay the employee's course fees and associated costs.
- (b) Where attendance at a course is by choice of the employee and prior written approval has been granted by the employer, then the employer and employee will each pay half the course fees at the commencement of the course. The employee's half will be reimbursed by the employer on completion of 6 month's continuous employment by the employee after the final day of the course. The employee shall not be entitled to be paid for time spent in their attendance at such course.
- (c) Certification: Home assistants, providing personal cares to residents who are covered under the pay equity settlement requires employers to provide support to enable workers covered by the settlement to reach the following levels on the NZ qualifications Authority Health and Wellbeing Certificate (or its equivalent):
 - o Level 2 NZ certificate – within 12 months of employment
 - o Level 3 NZ Certificate – within 3 years of employment
 - o Level 4 NZ Certificate – within 6 years of employment.

To support the employee to achieve the NZQA Qualification, the employer will work with the employee to develop a training plan. The plan will include the types of support along with dates for training and indicative timeframes for assessor sign off. It is the expectation of the employer, that should a training plan be developed, the employee will fully commit to the plan and take responsibility for their own learning.

- (d) **Compulsory Education Programme:**
 - (i) Where practicable, the employee is required to attend compulsory staff education sessions identified as relevant compulsory courses held per annum.

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- (ii) The employee shall be paid for the first hour they attend the session. If the session continues for longer than one hour, the employee shall attend the session in their own time unless stipulated by the employer prior to the commencement of the session.
- (e) Failure to attend compulsory training sessions or to complete the NZQA certificates or equivalent within six (6) months without valid or genuine reason may result in a performance process prior to any consideration given to the disciplinary process.
- (f) Tainui is committed to investing into staff education and professional development for RN/EN, staff are encouraged to complete their portfolios or other NZNC requirements. Tainui may offer professional/education development leave to complete portfolio or other NZNC requirements.

39. JURY SERVICE

Where the employee is obliged to undertake Jury Service the difference between the fees (excluding reimbursing payments) if any, paid by the Court and the employee's ordinary rate of pay, shall be made up to by the employer provided:

- (a) that the employee produces the Court expenses voucher to the employer; and
- (b) that the employee returns to work immediately on any day he/she is not actually serving on a Jury.

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

40. INTERNET AND EMAIL USE

- (a) The employee may be provided with access to email and the Internet for use in the course of the employee's employment and to facilitate the performance of the employee's responsibilities. The employee shall comply with any policies or procedures on internet and email use which the employer might issue from time to time as part of its Guide to Employees.
- (b) Use must not be offensive, illegal or harm the employers interest, and must follow the employer's policies. The use of personal mobile devices such as cell phones, ipods, MP3 players, are always prohibited on site. Such devices can be used in the employee's allocated break times. Emergency use of mobile phones for personal use is permitted.

41. HANDOVER

Staff employed prior to 1 December 2024 will continue to be paid for the 15 minute handover for those who attend handover and paid only on rostered ordinary hours. Staff employed after 1 December 2024 who attend handover will do so within ordinary rostered hours.

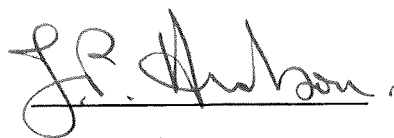
42. SIGNATORIES

Dated this 17 day of March 2025

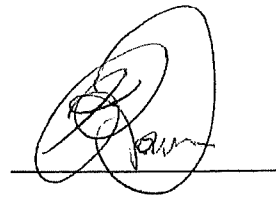
For and on behalf of:

Employer Party

Union Parties



Tainui Rest Home



NZNO Organiser



E tū Organiser

APPENDIX ONE (1)

RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

The Employment Relations Act 2000 says every employment agreement must contain a plain language explanation of the services available for resolving employment relationship problems.

Employment relationship problems

These include personal grievances, disputes, and any other problems arising out of relationships between employers and employees. But problems relating to the fixing of employment terms and conditions are outside the Act's definition of "employment relationship problems".

First step - talk to your employer

If you have any issues or concerns about your employment or how you are treated at work, you should raise the concerns as soon as possible with your immediate manager. Until they know that a problem exists, they are unable to work through the steps to find solutions and resolve it positively.

It is not always easy raising issues, so the employee is able to bring along a support person such as a family member, friend or union delegate/representative to help sit in on any meetings.

Personal grievances

The employee may have a personal grievance if they consider they have been:

- unjustifiably dismissed; or
- disadvantaged (in their employment generally, or in one or more conditions of their employment) by some unjustifiable action of the employer; or
- discriminated against; or
- sexually harassed; or
- racially harassed; or
- subjected to duress because of their membership or non-membership of a union; or
- the employer has not complied with its obligations relating to the rights of employees affected by restructuring.

Raising a personal grievance

If no solution has been identified, and the employee wants to raise a personal grievance, they have 90 days to do this, starting from the date on which the concerns were raised.

If an employee has been dismissed, they are entitled to ask for a statement of the reasons for the dismissal. The employee must ask for the statement within 60 days of the dismissal, and the employer must provide it within 14 days of the request.

In situations which involve a claim of discrimination or sexual or racial harassment, the employee can choose either to raise a personal grievance under the Employment Relations Act or lay a complaint under the Human Rights Act 1993. It is the choice of the employee but both procedures for the same complaint cannot be used.

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The employer undertakes to resolve the problem in discussion with the employee or their representative if at all possible.

If the problem is not resolved in discussion, the employee has the right to:

- seek information, advice or mediation assistance from the Ministry of Business Innovation and Employment;
- take part in mediation provided by the Ministry of Business Innovation and Employment, or both parties may agree to appoint an independent mediator;
- agree to have a mediator make a final and binding decision to resolve the problem;
- take the problem to the Employment Relations Authority for a decision.

If the Authority decides the employee has a personal grievance, it may order that:

- the employee be reinstated in their former position or in a no less advantageous position;
- the employee be reimbursed for all or some of any wages or other money lost because of the grievance;
- the employee be paid compensation for humiliation, loss of dignity, and injury to feelings, and for loss of any monetary or other benefit suffered.

Disputes

Under the Act, "dispute" means a dispute about the interpretation, application or operation of an employment agreement.

If the employee has any questions about this agreement – or how it is being interpreted or applied – these should first be raised by the employee with the manager or union delegate/representative.

If there cannot be a resolution to the problem, the next step would normally be an approach to the Ministry of Business Innovation and Employment for information or assistance. The Ministry's mediation service has wide powers to help employees and employers to resolve disputes – and settlements reached with the help of a mediator can be made final and binding on the parties.

If the problem cannot be resolved in discussion or mediation, the employee is entitled to apply to the Employment Relations Authority:

- for a decision as to the meaning of the agreement, or how it should be applied or operated;
- for an order requiring the employer to keep to the terms of the agreement.

Under the Act, the Employment Relations Authority is able to investigate employment relationship problems and then make determinations according to the facts and the substantial merits of the case.

Further information

If an employee has any questions about this information, or generally about the services and processes available for resolving employment relationship problems, they are able to contact their union representative.

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SCHEDULE ONE
PAY RATES, QUALIFICATIONS AND ALLOWANCES

REGISTERED NURSE	Oct-24	Oct-25
STEP 1 *	\$ 31.28	\$ 32.22
STEP 2 *	\$ 33.87	\$ 34.89
STEP 3*	\$ 35.98	\$ 37.06
STEP 4 **	\$ 38.01	\$ 39.15
STEP 5 **	\$ 42.24	\$ 43.50
STEP 6 ***	\$ 43.50	\$ 44.81
STEP 7 ****	\$ 44.80	\$ 46.15
ENROLLED NURSE	\$ 32.00	\$ 33.00
COOK	\$ 25.50	\$ 26.27
KITCHEN HAND/ Household	\$ 24.35	\$ 25.08

* Progression based on an annual basis

**Progression based on CNM and CEO review

*** Progression based on proficient PDRP

**** Progression based on completion of Expert PDRP

Health Care Assistant (Caregiver) and Support Worker pay scales.

HCA LEVEL	Oct-24	Oct-25
LEVEL 1	\$ 23.71	\$ 24.30
LEVEL 2	\$ 24.83	\$ 25.45
LEVEL 3	\$ 27.00	\$ 27.67
LEVEL 4	\$ 28.07	\$ 28.77
LEVEL 4b	\$ 29.15	\$ 29.88

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Long Service Bonus

After continuous service the following bonus will apply

10 Years continuous service a one-off bonus of \$500

15 years continuous service a one-off bonus of \$1000

20 year continuous service a one-off bonus of \$2000

ALLOWANCES

- CALL-BACKS/SHORT NOTICE CALL IN - will be paid at \$10 per call back for 8 hours or less .
 - a. Where an employee is called back within a nine-hour period prior to the start of the shift they have been called back for, a call back allowance will be paid.
 - b. Shift extension – where an employee is working a rostered shift and is asked to continue working on as an extension of that shift, no call back applies.
 - c. Shift extension – where an employee is rostered on a shift and is asked to come into work earlier than scheduled and then continue working as per the rostered shift, no call back applies.
 - d. Casual employees – call back allowances as stated above are not payable to casual employees and Home-Based Support Workers
 - e. Employees claiming a call back must record on their timesheet, the date and time they were notified of the shift to enable the payment to be approved. The timesheet must also be signed by the person making the call back request.
 - f. Any employee called back must be paid a minimum of three hours wages for that particular shift.
 - g. Exception rule - when a shift extension as stated in clause b & c above exceeds five hours, a call back allowance of \$10.00 will be paid.
- ON CALL ALLOWANCE- An allowance of \$35.00 gross will be paid to employees who are on call for telephone support advice. This allowance will be paid for the period the employee is on call and is not paid relative to the actual hours for which the cover is provided. Each period will not exceed 24 hours unless otherwise a new on-call period will commence.
- NIGHT SHIFT ALLOWANCE – An allowance of \$11.00 per shift will be paid to employees who work between the hours of 11.00 p.m. on one day and 7.00 a.m. the next day.

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- WEEKEND ALLOWANCE – all work performed on Saturday and Sunday (Friday and Saturday for night staff) shall be paid at \$1.00 per hour over and above the employee's ordinary time rate of pay.
- SPLIT SHIFT ALLOWANCE – an allowance of \$7.50 per shift will be paid to employees who work a split shift. A split shift is defined as a shift that has between a one (1) hour and four (4) hour break, and the employee returns to work to complete the same role.
- ONE DOWN ALLOWANCE – when another worker is absent due to sickness and the absence occurs when the employee is working and the employer is unable to arrange a replacement of coverage for the absent worker:
 - a) The employee shall be entitled to an allowance of \$2.00 (gross) per hour in addition to his or her ordinary hourly rate
 - b) The allowance shall be paid for each hour worked from the commencement of the worker's absence due to sickness until replacement or coverage of the absent worker
 - c) The allowance shall not be paid to an employee who is called in to cover for or replace the absent worker
 - d) The employee shall complete all tasks normally carried out on that duty
 - e) The employee is to record being "one down" by sending a Time Target message
 - f) The senior staff member on duty will authorise the entitlement to this allowance by notifying the Management Team.

One down allowance is not applicable if ratios have changed due to client occupancy, and if senior management can cover the change, which will be communicated to staff as soon as reasonably practicable

Addendum – Tainui's Merit Level Policy

Merit Levels Where a Registered Nurse or a Health Care Assistant performs tasks substantially outside the basic job description or performs at a consistently high level, the employee shall be entitled to an additional payment above their ordinary hourly rate.

Responsibilities and levels can be found in the Merit Levels Policy

The awarding of a merit is under the discretion of the Clinical Nurse Manager with final approval by the CEO

Payments of merit will be paid as an allowance based on ordinary hours only worked during the pay period. There are no merit payments on overtime hours or allowances.

