

## 2022 Terms of Settlement

---

These terms of settlement provide for agreed amendments to the 2021-2022 Collective Agreement between Oceania Care Company Limited, the New Zealand Nurses Organisation and Etu Incorporated. All other terms are to remain the same and carry over to the 2022-2023 Collective Agreement.

### Terms

1. Replace **Clause 6 Variation of Agreement** with:

*The parties agree that the terms and conditions contained within this Agreement may be varied from time to time by signed written agreement between them. A variation will only occur where the union parties have a majority vote from members.*

2. Update **Clause 20 Bereavement Leave** to:

*The basic intent of this provision is to provide every reasonable opportunity for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent) or a Hura kohatu/pohatu (unveiling)*

*The employer may approve bereavement leave on pay for an employee to discharge any obligation and/or pay respects to a deceased person with whom the employee has had a close association. The length of time off shall be as follows:*

- a) *Up to five paid days leave on the death of the employee's spouse or partner or parent or child (including miscarriage)*
- b) *Up to three paid days leave on the death of the employee's brother, sister, parent-in-law, grandparent, or grandchild (including miscarriage)*
- c) *One paid day's leave for any other person if the employer accepts that the employee has suffered a bereavement as a result of the death*

*The above will be in accordance with the following criteria:*

- d) *The closeness of the association between the employee and the deceased, which need not be a blood relationship.*
- e) *Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death.*
- f) *The amount of time needed to discharge properly any responsibilities or obligations.*

*Other matters in relation to bereavement leave:*

- g) *Reasonable travelling time should be allowed, but for cases involving overseas travel, that may not be the full period of travel.*
- h) *A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any arrangements necessary. In most cases the*

necessary approval will be given immediately but may be given retrospectively where necessary.

- i) If paid special leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.

The employer may require that satisfactory evidence be provided when paid leave is requested.

- 3. Update **Clause 53 Term of Agreement** to:

*This Agreement shall come into force on 1 July 2022 and continue in force until 31 March 2023.*

- 4. Update **Schedule One, Wage Rates & Allowances** to:

	<b>Levels</b>	<b>1-Jul-22</b>	<b>Increase of</b>
<i>Service Workers: Kitchen Assistant/Kitchen Hand Cleaner, Laundry, Physio Assistant, Gardner's, Maintenance, &amp; Reception</i>	1	\$22.28	5 %
	2	\$22.49	5%
	3	\$23.96	10%
	4	\$24.70	10%
<i>Healthcare Assistants Activities Diversional Therapist</i>	L0	\$22.49	0 %
	L2	\$24.06	0 %
	L3	\$26.16	0 %
	L4a	\$27.20	0 %
	L4b	\$28.25	0 %
<i>Cooks/Chefs</i>	1	\$22.71	6 %
	2	\$22.93	6 %
	3	\$23.80	6 %
	4	\$24.57	6 %
	5	\$25.31	6 %
<i>Registered Nurses</i>	1	\$31.28	5 %
	2	\$32.69	5 %
	3	\$34.06	5 %
	4	\$36.86	5 %
	5	\$39.21	5 %
	6	\$40.26	5 %
	7	\$42.22	5 %
<i>Enrolled Nurse</i>	1	\$30.11	5 %

Increase **weekend allowance to 12%** (from 10%) and **night rate to \$2.00** (from \$1.75)

**Note One: Paid Rates Increases & Backpay**

Where Physio Assistants, Gardeners, Maintenance, and Reception employees are on a rate higher than service worker level four they will receive a 5% increase to their hourly rate.

Where Kitchen Assistants, Kitchen Hands, Cleaners, and Laundry employees are on a rate higher than service worker level four they will receive a 10% increase to their hourly rate.

Backpay will be paid for union members employed by Oceania Care Company Limited in roles covered by the collective agreement as of 23 November 2022.

**Note Two: Te Tiriti**

Oceania is committed to broadening their understanding and implementation of the principles of Te Tiriti o Waitangi and Tikanga, and the uniqueness of Māori as tangata whenua of Aotearoa/New Zealand as part of our compliance with the revised Health and Disability Sector Standards. This is extensively covered in Whakahaerenga ratonga (Service management) principles of the standards. This matter is to be worked through as part of the JCC to ensure Union representation.

**Note Three: Cultural Knowledge**

When Oceania is working through their obligations under the revised Health and Disability Sector Standards, they will consider the appropriateness of remunerating employees where they rely on their cultural skills. Oceania is seeking advice and expertise in this space.

**Note Four: Safe Staffing**

Oceania is committed to achieving safe staffing levels to ensure quality care for residents which can be evidenced at each site. When rostering Oceania takes into consideration several factors including the number of residents, their acuity levels, the size of the site, and legislative requirements.

The current staffing issues we are facing are not to do with the rosters, rather attendance and recruitment. Despite having leave cover built into the roster we are currently experiencing a high level of unplanned absenteeism. Nationally we are also experiencing major recruitment issues brought about by a number of factors including record low unemployment and strict immigration rules.

Together these factors are significantly impacting on our ability to staff our rosters.

Rosters must:

- a) comply with the requirements of the Age-related Residential Care Agreement (ARC Agreement)
- b) ensure safe delivery of care for level through appropriate skill mix and numbers of staff
- c) comply with all employment and health and safety related legislation
- d) provide safe staffing levels that can provide a high level of care
- e) provide efficient and effective utilisation of staff
- f) provide for suitable skill mix of staff in meeting the specified intent of each position description
- g) offer more effective use and development of RN, EN and HCA skills and expertise, and provide flexibility in staff deployment across the regions.

- Note Five: Recruitment**  
The employer is committed to recruitment that will enable them to fulfil their obligations under the revised Health and Disability Sector Standards
- Note Six: Training for HCAs**  
Where employees have queries in relation their Level Ups and/or assessments they can email [StepUp@oceaniahealthcare.co.nz](mailto:StepUp@oceaniahealthcare.co.nz)
- Note Seven: Medication Allowance**  
Oceania conceptually agrees with this however needs to work out the commercial viability as well as payroll practicality. For discussion as part of the next JCC
- Note Eight: Sector Advocacy Leave**  
Oceania recognises the work E tū and NZNO members are doing in campaigning for improved industry funding and Safe Staffing and agrees that they will consider leave applications for members and delegates to attend lobbying opportunities for either campaign. Such applications must:
- a) provide at least 14 days' notice by the union to the relevant Manager;
  - b) be communicated via email to the Manager of the request to participate in the campaign;
  - c) the Manager and the Union will take in to account the operational requirements of the unit before approving or requesting employee release to participate in the campaign.
- Approval for such leave shall be at the discretion of the employer and will not be unreasonably withheld. No more than two union members per worksite may use this leave at any one time.
- The National Employment Relations Manager shall be the point of contact should there be any queries or issues with release.
- Note Nine: Community Engagement Leave**  
Oceania shall consider applications for time off for union members to undertake training and to organise for industry funding and safe staffing. Approval for such leave shall be at the discretion of the employer and will not be unreasonably withheld.
- Note Ten: Covid Self-Isolation Leave**  
Oceania is committed to actioning COVID 19 leave subsidy applications in a timely manner taking into consideration the volume of applications and resources available.
- Note Eleven: Management of Change and Redundancy**  
The employer will specifically consider the appropriateness of partial redundancy, depending on the circumstances, when undertaking any restructuring of their business.
- Note Twelve: Union Membership**  
The union parties agree to provide the employer quarterly, or as required, lists of all union members in excel format. This is expected to be achieved through regular exchanges of information between Union membership sections and Oceania payroll.

**Note Thirteen: Pay Parity**

Oceania will assess the New Zealand Governments Pay Parity offer as more details are released and are committed to discussing its implications for their employees with the Unions.

**Signatories**

---

Ian Hodgetts  
Etu Incorporated

---

*Date*

---

Glenda Alexander  
The New Zealand Nurses Organisation

---

*Date*

---

Hayden Martelli  
Oceania Care Company Ltd

---

*Date*