

TERMS OF SETTLEMENT

Between:

Summerset Care Ltd

“the Employer”

And

E tū Incorporated and New Zealand Nurses Organisation

“the Unions”

The above named parties, have as a result of bargaining, agreed to the following:

The following are understandings and ‘in principle’ agreements that have been reached between the parties. While these changes do not represent explicit written changes within the Collective Employment Agreement, the parties have agreed in good faith to commit to and/or undertake the following;

The parties have agreed that, with the exception of the additions and/or amendments to the Collective Employment Agreement in these Terms of Settlement (and subject to the parties ratification processes), all other 2022 Employer and Union Claims have been withdrawn.

The following are additions and/or amendments to the Collective Employment Agreement and subject to the parties ratification processes:

1. Amend current clause 3.1 – Term of Agreement

This Agreement shall come into force on 1 October 2022 and shall continue to remain in force until 30 September 2023.

2. Amend clause 5.8 – Rest and Meal Breaks

- a) The employer shall make available reasonable amounts of tea, coffee, milo milk and sugar for all employees.
- b) If an employee agrees to work through the meal break at the Village/Care Centre Manger’s request, then the meal break is paid for
- c) Where an employee is required by the Village/Care Centre Manager to stay on the premises during their meal break the break will be paid for
- d) Night shift employees will be entitled to a paid 30-minute meal break
- e) All rest and meal breaks will be allocated at the commencement of each duty by the shift charge
- f) Employee’s entitlement to rest and meal breaks shall be as follows:

Total length of shift	Entitlement
2 hours or more, but not more than 4 hours	1x 10 minute paid rest break
More than 4 hours, but not more than 6 hours	1x 10 minute paid rest break 1x 30 minute unpaid meal break

More than 6 hours, but not more than 10 hours	1x 10 minute paid rest break 1x 30 minute unpaid meal break 1x 15 minute paid rest break
More than 10 hours, but not more than 12 hours	1x 10 minute paid rest break 1x 30 minute unpaid meal break 1x 15 minute paid rest break 1x 10 minute paid rest break

3. Amend clause 7.14 – Night Rate Allowance

Removing reference to this allowance commencing on 11 April 2022 no longer relevant. Entire clause now reads:

“7.14 Night rate allowance: employees required to work between the hours of 11pm and 7am, Sunday evening to Friday morning, shall be paid a night rate allowance of \$1.00 per hour in addition to wages and other applicable allowances.”

4. Amend clause 7.12 – Weekend Allowance

Retail Café Assistants who commence employment on or after 27 February 2023 are not eligible for the Weekend Allowance. For clarity, any existing staff (employed as at 26 February 2023) will retain this provision.

5. Amend clause 9.1 – Annual Holidays

Clearly differentiate casual employees with regard to annual leave in line with the Holidays Act. Entire clause now reads:

“9.1.1 In accordance with the Holidays Act 2003 and its amendments, employees shall become entitled to four weeks annual holiday on the completion of each year of employment. The remuneration for each week of annual leave shall be calculated in accordance with the Holidays Act 2003 and its amendments.

Casual employees, as defined in appendix one, will be paid (in accordance with the Holidays Act 2003) 8% of gross earnings as holiday pay in each pay. For clarity, no annual leave shall be accrued for casual employees.”

6. Amend clause 8.1 – Termination of Employment

Detailing the preference for Registered Nurses to give 8 weeks’ notice (minimum 4 weeks remains the same) in order for appropriate handover and care for residents.

Registered Nurses - To ensure the appropriate continuum of care for our residents and handover, it would be preferred that Registered Nurses provide 8 weeks’ notice, however, for both parties 4 weeks is the minimum required notice period. Registered Nurses will generally be required to work the full 4 weeks’ notice period; however, the notice period may be reduced by mutual agreement in writing. No payment will be made for any portion of the notice period that is not worked unless the employer has exercised discretion to make payment in lieu of that period.

All other Employees - Either party may terminate employment by giving 4 weeks’ notice in writing to the other party. Employees will generally be required to work the full 4 weeks’ notice period; however, the notice period may be reduced by mutual agreement in writing. No payment

will be made for any portion of the notice period that is not worked unless the employer has exercised discretion to make payment in lieu of that period.

7. Additional clause 4 - Duties and Responsibilities

Add additional clause, which reads:

"4.7 Summerset acknowledges Te Tiriti o Waitangi as Aotearoa New Zealand's founding document. We are committed to Te Tiriti and its principles, recognising that Māori are tangata whenua, and as the Crown's treaty partner have unique rights under both Te Tiriti and the United Nations Declaration on the Rights of Indigenous Peoples. We recognise our role in upholding the rights and responsibilities that Te Tiriti sets out. This is an ongoing endeavour and we are continuing to learn.

In Aotearoa New Zealand, we have a specific bi-cultural commitment to:

- a) Ensuring Māori perspectives are respected and taken into account across our business.*
- b) Maintaining recruitment, retention and employee development practices that increase Māori presence and participation.*
- c) Building and sustaining authentic partnerships with mana whenua in the regions where we operate, working in an inclusive way with iwi, hapū and whanau groups and individuals.*
- d) Promoting greater understanding of Te Tiriti so that all employees see the relevance to their work.*
- e) Valuing, protecting and incorporating Māori language, culture and concepts, including increasing our competency and use of te reo and tikanga Māori, by both Māori and non-Māori."*

8. Amend clause 12.6 – Professional Development—Care and Support Workers

Amend the clause to reference to obligation on both employer and employee and guidance timeframes for training for Caregivers.

"The employer accepts that the obligation to take all reasonably practical steps to ensure that a care and support worker can attain the relevant qualifications set out in the Care and Support Worker (Pay Equity) Settlement Act 2017 including, but is not limited to:

- a) Provide education and training support equivalent to two paid days per annum, per each level three or four qualification enrolled employee, whereby the employee will be rostered off their usual duties to enable them to study on site to undertake learning associated with their qualification*
- b) Ensure the provision of a suitable number of trained in-house qualification assessors so there is no delay in having care and support workers assessed for their unit standards and this assessment is done on the job*
- c) Maintain a record for every care and support worker in their employment, accessible upon request to a union representative, which sets out the care or support worker's professional development.*
- d) The employer and employee will take all reasonably practicable steps to ensure that a Caregiver has the opportunity and resources to attain—
 - i. a level 2 qualification within the first 12 months of the employee's continuous employment with the employer; and*
 - ii. a level 3 qualification within the first 24 months of the employee's continuous employment with the employer; and*
 - iii. a level 4 qualification within the first 36 months of the employee's continuous employment with the employer"**

9. Amended wage rate tables

The following roles are proposed to have a 6% wage increase on the effective dates noted below, subject to ratification.

Caregivers, Kaitiaki, Recreational Therapists, Diversional Therapists

Qualification or length of service		Caregiver & Kaitiaki		DT/RT	
		Current	03/07/23	Current	03/07/23
L0	No qualification or <3 years' service	\$22.49	\$23.84	\$24.00	\$25.44
L2	NZQA level 2 qualification or 3+ years' service	\$24.06	\$25.50	\$25.50	\$27.03
L3	NZQA level 3 qualification or 8+ years' service	\$26.16	\$27.73	\$26.16	\$27.73
L4	NZQA level 4 qualification or 12+ years' service	\$28.25	\$29.95	\$28.25	\$29.95
L4+	NZQA level 4 qualification in diversional therapy <u>and</u> be currently a NZ registered diversional therapist	N/A	N/A	\$28.50	\$30.21

Note: Summerset will fully comply with pay equity rates.

- Qualifications as specified by the pay equity settlement
- The Kaitiaki (Wellbeing Assistant) role has been created to focus on care centre resident wellbeing. They will only perform the duties and responsibilities outlined in the job description, and work in their designated area. From a wage rate perspective these roles are suited to staff paid at the Caregiver L0 and L2 rates only.
- *Qualified RT/DT refers to a RT/DT who holds a Certificate in Diversional Therapy

Housekeepers/ Laundry Assistant

	Current rate	Effective from 27/02/23
Step One	\$22.00	\$23.32
Step Two	\$22.50	\$23.85
Step Three	\$23.00	\$24.38

Food services

Chef/Cook

	Current rate	Effective from 27/02/23
Step One	\$25.00	\$26.50
Step Two	\$27.00	\$28.62

Kitchen Assistant/Kitchen Hand

	Current rate	Effective from 27/02/23
Step One	\$22.00	\$23.32
Step Two	\$22.50	\$23.85
Step Three	\$23.00	\$24.38

Retail Café Assistant

From 27 February 2023, newly employed Café Assistants are not eligible for the Weekend Allowance

	Current Rate	Effective from 27/02/23
Step One	\$22.00	\$23.32
Step Two	\$22.50	\$23.85
Step Three	\$23.00	\$24.38

10. Amended Wage Rate Tables- Enrolled & Registered Nurses

The following nursing wage rate adjustments are to match the DHB rates effective 27 February 2023 in line with the recent Employment Relations Authority decision.

Enrolled Nurses

	Current rate	Effective from 27/02/23
Step One	\$28.51	\$29.31
Step Two	\$29.81	\$30.67
Step Three	\$31.75	\$33.07
Step Four	\$32.55	\$34.18

Registered Nurses

	Current rate	Effective from 27/02/23
Step One	\$31.10	\$31.91
Step Two	\$33.24	\$34.55
Step Three	\$34.99	\$36.70
Step Four	\$36.67	\$38.77
Step Five	\$40.17	\$43.08
Step Six	\$41.22	\$44.37
*Step Seven	\$42.30	\$45.70

Joint Consultative Management Meetings

The Parties jointly agree that the following items will be raised and discussed in future Joint Consultative Management Meetings.

Safe Staffing

Parties agree to continue discussions in regard to safe staffing within Summerset to ensure a better understanding for managers and staff, and to review this at the next JCC.

Staff training

Summerset will review its induction material for Caregivers to ensure that it includes information on how to escalate queries about training.

Union member medication competency allowance

Parties agree to investigate Caregivers who have medication competencies and the reliance of utilising that qualification and reporting back at a future JCC.

Note- Pay Equity Commitment


Summerset is committed to engaging in the Pay Equity process.



Signed:

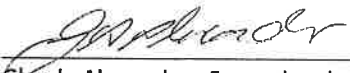
Dave Clegg - For and on behalf of Summerset Care Limited
Date: 21 February 2023

Signed:



Ian Hodgetts - For and on behalf of E tū Incorporated
Date: 22/2/23

Signed:



Glenda Alexander - For and on behalf of New Zealand Nurses Organisation
Date 22 February 2023