

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of Settlement (and subject to the parties ratification processes), all other 2023 Employer and Union Claims have been withdrawn.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. Amended current clause 3.1 – Term of Agreement

This Agreement shall come into force on 1 October 2023 and shall continue to remain in force until 30 September 2024.

2. Amended clause 4 (4.7) Duties and Responsibilities

Clause 4.7 will be moved to a new section headed “Statement of Intent”, which will be placed at the beginning of the collective agreement.

3. Amended clause 8.5 (8.5.4) Redundancy

8.5.4 All redundant employees will receive 4 weeks’ redundancy compensation. This will be calculated on the average weekly base pay that the employee had received in the preceding 52 weeks (or lesser period as applicable). For the purposes of this clause, base pay excludes any overtime, shift payments or other extraordinary payments. This provision is in addition to the 4 weeks’ notice period as provided for in clause 8.1.

4. Amended clause 9 (9.1.7) Leave

9.1.7 Permanent employees, on the completion of five years’ of continuous service, and every five years thereafter, shall be entitled to a one-off special holiday of one week. This special holiday will be on ordinary pay and must be taken as one unit within the year it falls due at a mutually agreed time between the employer and employee. If the employee should leave the employment of

Summerset (except for misconduct) during the year that this leave is valid, the leave may be paid out in the same manner as annual leave. The employer would like to reference C11 Rewarding Staff for Long Service policy. This sub-clause is to be read in conjunction with this policy and it is not the intention for this clause to provide additional long service leave to what is outlined in policy.

5. Amended clause 9.3 (9.3.1, 9.3.3 and 9.3.12)– Sick Leave

9.3.1 On commencement of your employment and in each subsequent year of service the employee will be entitled to ten days sick leave, in accordance with the Holidays Act 2003 and its amendments.

9.3.3 All permanent employees who have exhausted their sick leave entitlement may apply for special leave under certain circumstances. For example, in the event of a norovirus outbreak that affects a number of residents and employees at that facility. Approval for special leave will be at the employer's discretion and would take into account factors such as sick leave patterns of usage. This would be considered additional leave for that year.

9.3.12 If an employee has an accident or injury covered by the Accident Compensation Corporation (ACC) scheme, the employee can request the employer to top up their pay from 80% to 100% by using their available sick leave entitlement. In the event the employee has exhausted their sick leave, they can request to use other leave entitlement, which will be at the employer's discretion.

6. Amended clause 9.5 (9.5.1) – Leave Without Pay

Leave without pay may be granted with the prior approval of the employer.

7. Amended clause 9.8 – Approved Extended Unpaid Leave

Employees may request a period of extended unpaid leave for reasons such as extramural study, overseas travel, or other circumstances where the employer considers at their sole discretion that the leave is justified. The employer's preference is that paid entitlements will be used prior to taking any unpaid leave. Approved requests for extended unpaid leave may result in an employee's anniversary date for the calculation of time-based entitlements being changed, consistent with the provisions of the Holidays Act 2003.

8. Amended clause 10 (10.1, 10.2, 10.3, 10.4, 10.5 and 10.9) Health and Safety

10.1 The parties to this Agreement shall comply with the Health and Safety at Work Act 2015. The employer and employees shall take all reasonable precautions for the safety and health of all employees. Employees who do become aware of damage or faults to equipment or the existence of other hazards that may endanger the health or safety of others shall immediately report such damage, fault or hazard to management. Employees are expected to be familiar with the employer's Health and Safety policy, standards and procedures and are expected to abide by these, as they may be applicable, and as consistent with the Employee Participation provisions stated in Appendix 3.

10.2 The employer will keep a record of health and safety incidents. All incidents and/or injuries, and/or near misses, including any incidents involving verbal or physical abuse by residents, which arise out of or during the course of the employment (no matter how minor) must be reported to the employer in accordance with Summerset's Health and Safety Management System as soon as is practicable after the incident occurs.

10.3 The employer reserves the right to investigate the validity of any injury claim (ACC or otherwise) relating to a work-related incident to determine work attribution.

10.4 Employees are requested to inform their manager if they are intending to attend a medical practitioner for work-related injury prior to attending, or if they have attended a medical practitioner for a work-related injury, inform their manager within 1 day.

10.5 Summerset's TPA is Work Aon as party of the ACC Partnership Programme. Employees agree to provide the employer with a copy of the ACC45 form and copies of any other documents or medical certificates, these documents will also be provided to Summerset's TPA, and are required with respect to continuing eligibility for accident compensation including medical fee coverage.

10.9 The employer will supply uniforms and any personal protective equipment deemed by the employer as required for the employee to perform their duties. All items shall remain the property of the employer.

9. Amended Wage Rate Tables

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

Housekeeper/Laundry Assistant

	27/02/2023	26/02/2024
Step one	\$23.32	\$24.87
Step two	\$23.85	\$25.44
Step three	\$24.38	\$26.00

Kitchen Assistant/Kitchen Hand

	27/02/2023	26/02/2024
Step one	\$23.32	\$24.58
Step two	\$23.85	\$25.14
Step three	\$24.38	\$25.70

Café Assistant

	27/02/2023	26/02/2024
Step one	\$23.32	\$24.58
Step two	\$23.85	\$25.14
Step three	\$24.38	\$25.70

Registered Nurse

	Printed Rate (27/02/2023)	Current (effective 3/07/2023)	6 April 2024
Step one	\$31.91	\$33.35	\$36.32
Step two	\$34.55	\$36.10	\$39.16
Step three	\$36.70	\$38.35	\$41.48
Step four	\$38.77	\$40.51	\$43.71
Step five	\$43.08	\$45.02	\$48.35
Step six	\$44.37	\$46.37	\$49.74
Step seven	\$45.70	\$47.76	\$51.17

Enrolled Nurse

	Printed Rate (27/02/2023)	Current Paid (effective from 3 July 2023)	6 April 2024
Step one		\$30.63	\$33.53
Step two		\$32.05	\$34.99
Step three		\$34.56	\$37.57
Step four		\$35.72	\$38.77
Step five		n/a	\$39.96

Chef

	27/02/2023	26/02/2024	Progression Criteria
Step one	\$26.50	\$28.62	Qualified: holds a relevant professional cookery qualification Level 3, (or a relevant NZQA qualification Level 3) and has less than 3 years' experience in the same or similar role
Step two	\$28.62	\$30.34	Satisfactory performance, holds relevant professional cookery qualification Level 4, (or relevant NZQA qualification Level 4) and has more than 3 years' experience in the same or a similar role

Cook

	26/02/2024	Progression Criteria
Step one	\$26.50	3 or less years' experience in the same or a similar role
Step two	\$27.30	Satisfactory performance with 3 or more years' experience in the same or a similar role

Joint Consultative Management Meetings

Following are the topics to be discussed in the next JCC meeting:

- Footwear
- The use of personal phones
- Union member medication competence allowance
- Sick leave considered as LWOP (if employee has no SL balance)
- Payslip requests
- Safe Staffing
- Staff Training (review of the induction material)
- Ilearn
- Te Tiriti

JCC will be held on 6 March 2024 in Wellington as per the Schedule 2 of the Collective Employment Agreement.

Signed:



Chris Lokum, General Manager People and Culture - For and on behalf of Summerset Care Limited

Date:

Signed:



Ian Hodgetts - For and on behalf of E tū Incorporated

Date:

Signed:



Louisa Jones - For and on behalf of New Zealand Nurses Organisation

Date:

