

# **OCEANIA HEALTHCARE**

## **COLLECTIVE EMPLOYMENT AGREEMENT**

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1 July 2021 – 30 June 2022



**OCEANIA**  
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## Contents Page

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<b>Part One – Introduction.....</b>	<b>4</b>
1. Nature of the Agreement.....	4
2. Parties .....	4
3. Coverage .....	4
4. New Employees.....	4
5. Letters Of Offer.....	4
6. Variation Of Agreement .....	5
7. Definitions .....	5
8. Classifications.....	6
<b>Part Two – Hours of Work.....</b>	<b>7</b>
9. Hours Of Work.....	7
10. Rosters.....	8
<b>Part Three – Remuneration.....</b>	<b>9</b>
11. Rates Of Wages And Allowances.....	9
12. Overtime, On Call, Night And Weekend Rates .....	9
13. Payment Of Wages .....	9
14. Deductions .....	9
15. Professional Development and Recognition Programme (PDRP) .....	10
<b>Part Four – Leave Provisions .....</b>	<b>10</b>
16. Annual Leave .....	10
17. Public Holidays .....	10
18. Taking of Alternative Holidays.....	11
19. Sick Leave .....	11
20. Bereavement Leave.....	12
21. Parental Leave .....	13
22. Family Violence Leave .....	13
23. Jury Service .....	14
24. Long Service Leave .....	14
<b>Part Five – General Provisions .....</b>	<b>14</b>
25. Occupational Health And Safety .....	14
26. Accident & Injury Reporting Procedure/ Accident Compensation Claims .....	15
27. Harassment And Bullying .....	15
28. Uniforms And Equipment.....	17

29.	Equal Employment Opportunity .....	17
30.	Learning And Development .....	17
31.	Career Pathways.....	18
32.	Performance Development .....	18
33.	Education Funding.....	18
34.	Oceania Group Code Of Values And Conduct Policy.....	19
35.	Termination Of Employment .....	19
36.	Abandonment Of Employment .....	19
37.	Performance Of Duties.....	19
38.	Redundancy.....	20
39.	Relocation .....	20
40.	Transferring Between Facilities .....	21
41.	Employee Protection Provision .....	21
42.	Time And Wages Records.....	22
43.	Employment Relationship Problems .....	22
44.	Confidential Information.....	22
<b>Part Six – Union Provisions .....</b>		<b>23</b>
45.	Access.....	23
46.	Staff Lists .....	23
47.	Paid Meetings.....	23
48.	Recognition of Delegates .....	23
49.	Copy of Agreement .....	23
50.	Union Fee Deductions.....	23
51.	Employment Relations Education Leave .....	24
52.	Savings.....	24
<b>Part Seven – Execution .....</b>		<b>24</b>
53.	Term Of Agreement.....	24
54.	Signatories to the Agreement .....	24
<b>Schedule One – Wage Rates &amp; Allowances .....</b>		<b>25</b>
<b>Schedule Two – Procedure for Resolving Employment Relationship Problems.....</b>		<b>28</b>
<b>Schedule Three – Process for Considering Care Staffing Levels .....</b>		<b>29</b>
<b>Schedule Four – Grandparented Conditions 31 March 2009.....</b>		<b>30</b>
<b>Schedule Five – LEVELUP Pathways .....</b>		<b>32</b>
<b>Schedule Six – Secondary Employment Form .....</b>		<b>41</b>

## Part One – Introduction

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### 1. Nature of the Agreement

This is a multi-union Collective employment Agreement made pursuant to the Employment Relations Act 2000 and its amendments.

### 2. Parties

The parties to this Collective Agreement are Oceania Care Company Limited (Oceania or the Employer) and E tū Inc and The NZ Nurses Organisation Inc. (Unions)

### 3. Coverage

This agreement covers Employees of Oceania in positions listed in the classifications clause and who are members of either Union. The Facility Management team including Business and Care Managers, Clinical Leaders/Managers, Chef, Executive Chef, Café Manager, Kitchen Manager, Village Co-ordinators, Facility Administrators, or other managers where the position includes responsibility for hiring, disciplinary and termination decisions are specifically excluded from coverage of this agreement.

Casual employees who are covered by the work classifications as outlined above will not be covered by clauses 30, 31, 32, 35, 40, 41, and 42. They will also not be covered by Part Four – Leave provisions, rather they will have leave provided for in accordance with the Holidays Act 2003

### 4. New Employees

As provided by section 62 of the Employment Relations Act 2000, all new employees employed after the date of signing of this Agreement, whose work comes within the coverage clause of this Agreement shall be for the first 30 days employed on the terms and conditions contained in this Agreement. The employer shall inform the employee that:

This Collective Agreement exists and covers work to be done by the employee.

- a) The employee may join one of the above unions.
- b) How to contact the unions, with information provided by the E tū and the NZNO.
- c) If the employee joins one of the above unions they will be bound by this Collective Agreement.
- d) If an employee joins either of the above Unions and chooses to pay union fees by any method other than via Oceania Group's payroll system, then that Union will advise HR of Oceania Group as soon as they become aware of the employee becoming a Union member.

The employer will provide new employees with a copy of the Collective Agreement and advise the employee that they acknowledge the right of the employee to join either the NZNO or the E tū and that the employer supports collective bargaining as the basis of determining the terms and conditions of employees who choose to join one of the Union parties.

### 5. Letters Of Offer

Each employee shall be provided with a letter of offer of employment prior to commencement of their employment. The letter shall include the information as required in clause four above and shall state the workplace or workplaces where the employee is required to work.

For permanent and fixed-term employees, the letter of offer shall state the employee's position, minimum guaranteed hours of work, rostering requirements, commencing ordinary hourly rate, and commencement date. In addition, for fixed-term employees, the period of their engagement and the reason for their fixed-

term employment shall also be stated. Additional terms shall be not inconsistent with the collective agreement.

Any subsequent variations to the original letter of offer shall be recorded in writing and kept on file. A copy will also be provided to the employee.

## **6. Variation Of Agreement**

Any of the provisions prescribed in this Agreement (notwithstanding that the statutory provisions are the minimum provisions) may be varied as to all or a section of the employees, by Agreement between the employers and the Unions and conducted according to the Unions' rules, which require that there be a majority vote of union members on any variation. Such Agreement shall be in writing and signed by the employers and the Unions.

## **7. Definitions**

- a) "Permanent employee" means an employee who works regular rostered or fixed hours
- b) "Full time employee" means an employee whose guaranteed hours of work shall be 32 hours per week or more.
- c) "Part time employee" means an employee whose guaranteed hours of work are less than 32 hours per week.
- d) "Casual Employee" means any employee who is not a permanent employee and does not hold any specified shifts on the roster and who can be called on to cover employee absence or vacant shifts.
- e) "Fixed Term employee" means any employee employed specifically on the basis that their start and completion of employment dates are clearly stated and agreed to by both parties, that their employment is for a specified project, event or purpose, and who otherwise receive all of the wages, allowances and conditions in this Agreement.
- f) "Annual Practising Certificate" means a Certificate issued pursuant to Health Practitioners Competence Assurance Act 2003.
- g) "Shift" shall mean a set of defined rostered hours of work.

For the purpose of calculating pay the following definitions shall apply:

- h) "Week" in the case of day employee means the seven days computed from 7am Monday to 7am the following Monday. In the case of a night employee, "week" means the seven days computed from 11pm Sunday to 11pm the following Sunday .
- i) "Pay Period" - the pay period is fortnightly and will fall Monday to Sunday to coincide with the stated Facility roster and the established Facility payroll cycle.
- j) "Relevant Daily Pay" for the purposes of calculating payment for a public holiday, bereavement leave, sick leave, domestic violence leave and employment relations education leave means the amount of pay the employee would have received had the employee worked on the day concerned and shall include payments for overtime and allowances (excluding reimbursements) if those payments would have been received on the day concerned.
- k) "Gross Earnings" includes salary or wages, allowances, payment for annual leave, payment for public holidays, payment for sick leave, payment for bereavement leave, payment for the first week for work related accidents and overtime payment.
- l) "Average Weekly Earnings" shall be 1/52 of the Employee's gross earnings.

- m) "Ordinary Weekly Pay" shall be the Employee's gross earnings for the 2 (two) fortnightly pay periods divided by 4 (four).
- n) "Otherwise Working Day" shall mean where the employee's cyclic or rotating roster pattern fell on one of the 12 public holidays specified in the Holidays Act.
- o) "Workplace" shall mean any part of the reasonably designated Facility or Facilities where the employer may require the employee to undertake duties so long as the employee has the competency to undertake the required duties. Current employees, at the date this Agreement is ratified, may agree to amend their designated Facility to include other Oceania Facilities covered by this Agreement.
- p) "Unions" shall mean E tū Inc and the NZ Nurses Organisation Inc.

## 8. Classifications

The following designations are defined to indicate the qualification and expertise appropriate to each classification of employee specified in this Agreement. Other classifications may be added by Agreement between the parties:

- a) "Cook" means a person engaged in the preparation and cooking of meals.
- b) "Kitchen Assistant/Kitchen Hand" means a person engaged to carry out any duties inside the kitchen and dining areas which may include service throughout the facility but with limited cooking duties focussed primarily on the reconstitution of prepared ingredients and/or the application of heat.
- c) "Cleaner and Laundry" means a person who is employed primarily on domestic duties including cleaning, laundry, sewing and other non-resident duties as are required.
- d) "Healthcare Assistant" means a person who assists residents in their activities of daily living, personal care and such other duties as are reasonably required to deliver care. A Healthcare Assistant shall not be expected to undertake clinical duties which would otherwise be done by a registered nurse unless assessed as currently competent and at the direction of a registered nurse.
- e) "Duty Healthcare Assistant" means Healthcare Assistant who is designated as having facility responsibility for a specified duty or shift and who has additional responsibilities and tasks in accordance with the job description for the role. A Duty Healthcare Assistant will be designated for each shift where there is not a Registered Nurse on-site. A Registered Nurse shall include the Facility Manager or Clinical Manager/Leader.
- f) 'Senior Healthcare Assistant' – On appointment by the Business & Care Manager, a Healthcare Assistant who supervises and mentors other Healthcare Assistants through their orientation and training requirements and fills the Healthcare Assistant role when there is no Registered Nurse on duty. The Senior Healthcare Assistant must maintain their competencies each year to retain the title of Senior Healthcare Assistant.
- g) "Physio Assistant" means a person who implements the physiotherapy programme under the direction of a Physiotherapist or Registered Nurse.
- h) "Occupational Therapist" means a person qualified as a Registered NZ Occupational Therapist or who holds a Diploma of Occupational Therapy or Bachelor of Health Sciences.
- i) "Diversional Therapist" means a person who holds the National Certificate in Diversional Therapy and who is engaged in providing social and recreational activity and other therapy for residents.

- j) "Recreational Assistant/Activities Officer" means a person who is employed to assist in the arrangement and delivery of recreation for residents.
- k) "Enrolled Nurse" means a person whose name is on the register maintained by the NZ Nursing Council as an Enrolled Nurse, as defined in the Health Practitioners Competence Assurance Act.
- l) "Registered Nurse" means a person who is on the register maintained by the NZ Nursing Council as a Registered Nurse, as defined in the Health Practitioners Competence Assurance Act 2003.
- m) "Maintenance Person" means a person who is employed to undertake general maintenance in and around the Facility.
- n) "Gardener" means a person who is employed to undertake gardening duties.
- o) "Receptionist" means a person who is employed to undertake reception and general office duties as are required.

## **Part Two – Hours of Work**

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### **9. Hours Of Work**

The ordinary hours of work of an employee shall be up to 40 hours per week or, where agreed with the Facility Manager or Clinical Leader/Manager, 80 hours per fortnight worked in a cyclical shift structure where shifts shall be no longer than 12 hours in duration. An employee shall not be required to work more than 14 hours including overtime in any one period of work.

All practical steps shall be taken to ensure that full time employees will normally work consecutive days and will normally have two consecutive days off.

No employee shall be required to work more than 5 hours without an uninterrupted interval of at least half an hour unpaid break for a meal. If a meal break is worked through at the employer's request, or an employee is specifically requested to stay on the premises during their meal break/s the meal break will be paid for. When requested, employees required to remain on duty throughout a meal break will be provided with a meal.

An employee shall be allowed a rest period of 10 minutes within each three hours of duty without deduction from pay. The employer shall make available tea, coffee, milo, milk and sugar for all employees.

The ordinary hours for a night shift for designated employees, who cannot be relieved for a meal, shall include a paid meal break.

Employees shall not ordinarily be brought back to work after their day's work has finished until after a break of nine hours. Any call back period during which an employee is required to work with less than a nine-hour break shall be paid at overtime rates for the hours worked. Any employee who is brought back to work in these circumstances shall be paid for a minimum of three hours.

Employees agree to notify their manager of any secondary employment by filling out the Secondary Employment Form (Schedule Six of this agreement).

Employees acknowledge that additional hours may be requested to be worked in excess of rostered hours in order to meet the requirements of the operation of the Facility but that the employee's agreement shall be required for such additional hours which shall not be unreasonably withheld.

Oceania is committed to the principle of full time employment for staff who wish to have full time or part time permanent employment based on positions being available, suitability of employee and management approval.

## 10. Rosters

“Roster” means the published fortnightly schedule of work and time allocation and shall reflect the agreed hours of each employee rostered to work in that period. The Roster may also include shifts that may be worked at the employer’s discretion subject to the Facility’s operational requirements inclusive of occupancy levels.

The roster will be displayed on the staff notice board and on time target, available to employees 14 days in advance of the commencement of each roster period. Once posted, the employer may not change the roster for that period without the agreement of the employee directly impacted by the proposed changes. Employees may be requested to work extra shifts at short notice but shall not be required to work the extra shifts if they are reasonably unable to do so. In allocating offers of additional hours the employer shall ensure, where practicable, that these are offered fairly and equitably amongst existing employees.

Employees may swap shifts with fellow employees or undertake the rostered shifts of a fellow employee provided the Facility Manager approves the swap or change and the replacement employee is fully trained and capable of undertaking those duties and health and safety requirements are met. Employees swapping or undertaking additional shifts do so without there being any additional cost to the employer.

Where occupancy is such that any of the parties requires changes to the roster or where any of the parties wishes to undertake a review of the effectiveness/efficiency of the roster, the parties will consult with each other and the employees to determine in the first instance mutually acceptable arrangements in response to the rise or fall in occupancy levels or the effectiveness/efficiency of the Facility.

The parties will follow the process set out in the agreed document “Process used when considering Oceania care staffing levels” (Schedule Three) to determine the appropriate staffing levels and skill mix.

Where the outcome of a review shows a need to change staffing levels, examples shall include:

- a) Requesting employees to take annual leave
- b) Shortening/lengthening shift times by an agreed amount
- c) Reducing/eliminating overtime
- d) Sharing hours/areas and/or tasks
- e) Shift roster adjustments including adding or reducing the number of shifts
- f) Non replacement of employees
- g) Additional employees
- h) Take up of additional flexible shifts
- i) Temporary or permanent redeployment to or from other Facilities

Such arrangements may be entered into for a specified period of time or on an ongoing basis.

Should the consultation process, in good faith, not lead to an agreement between the parties, the employer may, with fourteen (14) days notice, adopt rosters containing variations of staff numbers, duty times and hours of work to suit the occupancy levels or the effective/efficient operation of the Facility.



## Part Three – Remuneration

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### 11. Rates Of Wages And Allowances

The respective minimum wages and allowances are as detailed in in Schedule One of this Agreement.

Employees will be paid the highest LEVELUP rate applicable to them for all work done.

### 12. Overtime, On Call, Night And Weekend Rates

Where an employee is required to work in excess of 8 hours on any one day, 40 hours in any one week or 80 hours in any fortnight where the employee is working a cyclical shift roster that involves working more than 40 hours in one week and less than 40 hours in the second week, such hours shall count as overtime and be paid for at the rate of time and a half.

By exception on individual occasions, the above overtime rate shall not apply where an employee requests in writing additional hours that would otherwise count as overtime, in which case the employee will be paid at their ordinary rate of pay.

Employees required by the employer to remain on call shall be paid an on-call allowance. (See Schedule One for the on-call allowance).

Employees required to work between the hours of 11pm and 7am , Sunday to Friday, shall be paid a night rate allowance in addition to ordinary remuneration. (See Schedule One for the Night Rate). Where an employee is being paid at overtime rates, the night rate shall not apply.

Employees required to work between the hours of 11pm Friday and 11pm Sunday shall be paid a weekend rate in addition to ordinary remuneration. (See Schedule One for the Weekend Rate). Where an employee is being paid at overtime rates, the weekend rate shall not apply.

No overtime or penalty rate shall arise out of an arrangement made between individual employees.

It is accepted that the nature of the business often precludes the giving of notice of the request to work overtime. The employer will give notice as soon as is practicable.

Prior approval from the Facility Manager or the Manager's designated alternative must be obtained before any overtime is worked.

### 13. Payment Of Wages

Wages shall be paid fortnightly to be available no later than Thursday in any fortnight by direct credit to an account or joint account standing in the name of the employee. In the event of failure to pay the wages as provided for in this clause, the employer shall meet any reasonable bank charges incurred by the employee.

An employee will provide a bank account number to the employer for this purpose. The employee shall be supplied with a statement showing details of earnings and any deductions.

### 14. Deductions

The employer is entitled to make a rateable deduction from the employee's pay for:

- a) Those authorised by the employee
- b) Those provided for under another Act
- c) Those ordered by the Courts
- d) Time lost by the employee due to employment default, sickness, accident (where no special leave has been approved), absence at own request.

- e) Wages/salary paid in advance
- f) Unreturned goods, uniform, equipment, tools, stock or other legitimate debt owing by the employee to the employer
- g) Overpayments as provided for by section 6 of the Wages Protection Act and its amendments.

In the event of termination of employment, the employer is authorised to deduct from the employee's final pay including any holiday pay owing, any of those specified above whatever monies it may be owed under the employment relationship. The employer will provide the employee with notice of this prior to any deduction being made. If the employee does not agree with the amount or method of deduction, they may withdraw consent.

#### **15. Professional Development and Recognition Programme (PDRP)**

Registered Nurses and Enrolled Nurses will be responsible to provide the PDRP certificate for validation to receive the PDRP allowance. This allowance will be effective from 1 January 2020 for those who provide validation before this date. Further, RNs and ENs who receive the qualification post this date will receive the allowance from the date the qualification is validated.

Oceania Healthcare is committed to supporting the continued safe practice of its workforce and supporting opportunities for the development of knowledge and skills which will benefit the resident, organisational effectiveness and workforce. Registered Nurses and Enrolled Nurses are encouraged to continuously work on their professional development through the completion of their PDRP.

In recognition of the importance of increasing the number of expert/accomplished and proficient nurses, an employee who reaches the following levels will receive a pro-rata allowance as long as the employee maintains that level of practice. All levels of practice allowances shall be added to the base rate of pay and be payable on all hours worked. All RNs and ENs will be able to progress within the pathway, with all RNs and ENs required to demonstrate competent level of practice. PDRP allowances are outlined in Schedule One.

## **Part Four – Leave Provisions**

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#### **16. Annual Leave**

After the end of each 12 months current employment with the employer employees are entitled to four weeks annual leave. Employees are entitled to take up to two weeks annual leave in one uninterrupted period.

Annual leave is to be taken in the year of entitlement at a time or times to be mutually agreed having regards to the requirements of the business. Where agreement can't be reached the employer may, after consultation and with no less than 14 days' notice, direct the employee to take annual leave.

Applications for annual leave must be made at least 14 days in advance. The employer shall make and communicate a decision on the leave application within 14 days of receipt of request.

#### **17. Public Holidays**

Recognised Public holidays are:

- a) New Years Day
- b) 2nd January
- c) Waitangi Day
- d) Good Friday

- e) Easter Monday
- f) ANZAC Day
- g) Sovereign's Birthday
- h) Matariki
- i) Labour Day
- j) Christmas Day
- k) Boxing Day
- l) Provincial Anniversary Day

Due to the nature of our business employees may be required to work on a public holiday.

Where an Employee is required to work on a public holiday that would otherwise be a working day for them, they shall be paid at 1.5 of their base rate for hours actually worked. They shall also receive an alternative holiday to be taken at a later date.

Where an Employee is required to work on a public holiday that would not otherwise be a working day for them, they shall be paid at 1.5 (time and a half) of their base rate for hours worked.

Where the Employee is not required to work on a public holiday and the day would otherwise be a working day for the Employee, they shall be paid their relevant daily pay for that day.

Where a public holiday falls on Christmas Date, Boxing Day, New Years Day, 2nd of January, Waitangi Day, or Anzac Day and the day would otherwise be a working day for the employee, the public holiday will be treated as falling on that day. However, if the day would not otherwise be a working day for the employee, then the public holiday will be treated as falling on the following Monday and/or Tuesday.

Employees can apply to have up to one week of entitled leave paid out in any 12-month period.

#### **18. Taking of Alternative Holidays**

Where an employee works on a public holiday, an alternative holiday may be taken on a day that would otherwise be a working day for the Employee, but not on a public holiday. The day chosen must be by mutual agreement between the parties. Employees can apply to have an alternative holiday paid out where 12 months has passed since they became entitled to it.

#### **19. Sick Leave**

Employees shall receive five days paid sick leave from commencement of employment. After six months employees will receive a further five days. For the next 12 months and every 12-month period thereafter an employee shall be entitled to 10 days of paid sick leave.

Sick leave shall be paid at the employee's relevant daily rate of pay, calculated in accordance with the Holidays Act 2003 and its amendments.

The employee may carry over unused sick leave to a maximum 40 days' current entitlement in any one year. Sick leave balances will be included on fortnightly pay slips. Any unused sick leave is not payable on termination of employment.

The employer acknowledges that it has a discretion to provide additional paid sick leave depending on the circumstances associated with the employee's sickness. Where employees have exhausted their sick leave entitlement they may apply in writing to their manager for discretionary sick leave. When requested by an employee the reasons for refusal shall be provided in writing.

The employee agrees to personally notify the Facility Manager or the Manager's designated alternative as early as practicable before the employee is due to start work on the day that is intended to be taken as sick leave, or, if that is not practicable, as early as possible after that time.

Sick leave may be taken only when the employee is unable to attend work due to sickness or injury. Sick leave may be taken when the spouse of the employee is sick or injured, or when a person who depends on the employee for care is sick or injured.

If the employee requires sick leave for more than three consecutive calendar days, the employer may require the employee to provide a medical certificate at the employee's cost, issued by an agreed Registered Medical Practitioner who has examined the employee, as proof of sickness or injury. When a request for such a medical certificate has been made, the employer may withhold payment of sick pay until such time as the employee produces it.

Notwithstanding the above, the employer may require proof of sickness or injury within three consecutive calendar days where the employer has reasonable grounds to suspect that sick leave is not genuine, where the employer informs the employee that proof is required and agrees to meet the employee's reasonable expenses in obtaining the proof.

The employee understands and accepts that these provisions are intended for genuine reasons of absence due to sickness or injury and undertakes not to misuse or attempt to misuse sick leave.

Only at the employee's request, may the employer allow the employee to use annual holiday entitlement when sick leave is exhausted.

## **20. Bereavement Leave**

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).

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

## **21. Parental Leave**

The parties to this Agreement are committed to the development of progressive and innovative practices that recognise the need to balance personal childcare responsibilities with the needs of the employer, whilst retaining skills, knowledge and employment opportunities.

These provisions must be read in conjunction with applicable legislation, most notably the Parental Leave and Employment Protection Act 1987 and any subsequent amendments or its successors.

Upon becoming entitled to take a period of parental leave under the provisions of the Parental Leave and Employment Protection Act 1987 an employee who is in the role of primary care giver will receive a top up from the amount they receive from the government to their usual relevant daily pay for the period they receive the government grant.

The payment will be equivalent to the difference between the payment received from the government and their average weekly earnings. This will be paid in two instalments. The first payment will be a lump sum equivalent to 10 weeks top up when the employee commences parental leave.

The second payment will be when the employee has been back at work for three months without resigning and will be another lump sum equivalent to 16 weeks' worth of the top up at the rate, they were paid at the time they took the leave.

An employee on parental leave must notify their manager in writing at least 21 days before the end of their parental leave if they are returning to work or not. An employee returning to work from parental leave is entitled to return to work on the same roster pattern they were regularly working prior to taking parental leave (except where facility-wide change management processes have been progressed). If an employee returned to work earlier than originally notified, they will not be guaranteed their previous roster pattern until their original notified return date. In these instances, or where an employee wishes to return to work on an altered roster, both parties will discuss a plan on agreed shifts before returning to work.

## **22. Family Violence Leave**

Family violence may impact on an employee's attendance or performance at work. Oceania will support staff experiencing family violence.

An employee is entitled to family violence leave if the employee is a person affected by family violence. An employee seeking family violence leave is entitled to up to 10 days of paid leave in each 12-month period after completing three continuous months with the employer. Employees requesting leave under this clause must put any request in writing.

An employee seeking family violence leave may be required to provide proof of family violence from the police, a court, a lawyer, a health professional or a family violence support service.

If an employee is rostered to work on the day the employee is intending to take family violence leave, the employee agrees to notify the Business & Care Manager or the manager's designated alternative as early as possible before the employee is due to start work on the day, or if that is not practicable, as early as possible after that time. The employer agrees to provide the employee with information about appropriate specialist domestic violence support services.

To support safety planning and avoidance of harassing contact, the employer will approve any reasonable request from an employee experiencing family violence for:

- a) Changes to their span or pattern of working hours, locations or work or duties;
- b) A change to their work telephone number or email address; and
- c) Any other appropriate measure including those available under existing provisions for flexible work arrangements.

The employer must deal with a request as soon as possible, but not later than 72 hours after receiving it, and must notify the employee in writing of whether their request has been approved or declined. If the employer declines an employee's application, they must give reason/s for the decision.

### **23. Jury Service**

The parties of this Agreement agree that considering the nature of the business, should an employee be called for Jury Service, both parties may agree to jointly make application to the Court for leave from Jury Service.

If however, leave of the court is not granted, or the employee wishes to serve, the employee shall be granted Jury Service leave as per the following conditions:-

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 by the employer provided:

- a) That the employee produces the Court expenses voucher to the employer.
- b) That the employee returns to work immediately on any day she/he 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.

### **24. Long Service Leave**

Permanent employees will be entitled to one week's long service leave based on the employee's average earnings for the last twelve (12) months' continuous employment after completing each five years continuous employment with Oceania and its predecessors.

This long service leave can be taken as a one off, one week's additional holiday or as a lump sum payment in the sixth year of employment. The long service leave is not cumulative.

## **Part Five – General Provisions**

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### **25. Occupational Health And Safety**

The parties' attention is drawn to the Health and Safety at Work Act 2015. The principal object of this Act is to provide for the prevention of harm to employee at work.

The parties agree to use an agreed Worker Participation Agreement. The Worker Participation Agreement will be posted in each workplace on the Health and Safety noticeboard and will be reviewed annually at MUCA negotiations.

The Act requires that all parties participate in workplace health and safety programs as a step towards ensuring that the workplace is a safe and healthy environment. The employer's current health and safety policy provides all employees with the opportunity to participate in continuous health and safety improvement and management through representation by their nominated representatives at health and safety meetings.

The employer will take all practical steps to systematically identify and manage potential and specific hazards by eliminating, isolating or minimising them, before or as they arise.

The employee agrees to take all reasonable precautions for the safety and health of themselves and others in the workplace.

Where an employee becomes aware of damage or faults to equipment or the existence of other hazards that may endanger the health and safety of others, they will immediately report such damage, fault or hazard to management.

The employee agrees that they know and understand the employer's health and safety rules and procedures. Where an employee fails to comply with Health and Safety rules and procedures, disciplinary action may result.

The employer shall provide such protective clothing and equipment as is necessary for the safe operation of each job in the workplace. The employee shall ensure that such clothing and equipment is used properly and treated with respect.

The employer may from time to time at their discretion amend their safety policy to take into account current legislation, changes in work practice and improvements in safety techniques and equipment.

## **26. Accident & Injury Reporting Procedure/ Accident Compensation Claims**

As an accredited employer with ACC, the employer/Oceania self-manages work related claims through a third-party provider Work AON.

Employees shall record and report to the facility manager or other designated employee all accidents/injuries which occur arising out of or during the course of employment in accordance with the health and safety policy. Facility managers shall take such action as is appropriate and will notify employees of this.

An employee must notify the employer within one working day of lodging any work-related claim with the Accident Compensation Corporation (ACC) or Work AON unless this is not possible due to the employee's injuries or the circumstances of the accident.

The employee shall provide the employer with copies of all relevant forms, documentary evidence and medical certificates relating to the employee's ACC or Work AON claim, rehabilitation and continued eligibility for compensation. This information to be provided is in addition to what may be required elsewhere in this agreement.

## **27. Harassment And Bullying**

All employees have the right to work without fear or concern of being harassed or bullied based on age, marital status, gender, religion, ethnic or national origin, ethical belief, colour or race, employment status, disability, sexual orientation, political opinion, family status, or membership of an employee organisation.

All bullying and harassment incidents will be treated seriously, and formally investigated if appropriate/required. Where bullying or harassment of any kind is established, and it constitutes a breach of the Oceania Code of Values and Conduct, disciplinary action will be taken.

*Bullying*

Workplace bullying is unwanted and unwarranted behaviour that a person finds offensive, intimidating or humiliating, is repeated, and has a detrimental effect upon a person's dignity, safety and well-being. Examples are, but not limited to:

- a) Being humiliated or ridiculed
- b) Insulting or offensive remarks
- c) Persistent criticism of work (other than constructive performance management)
- d) Threats of violence or abuse
- e) Repeated reminders of mistakes
- f) Being ignored or excluded
- g) Intimidating behaviour
- h) Excessive monitoring of work
- i) Having important information withheld (that is necessary to be able to do your job/work)
- j) Being exposed to an unmanageable workload
- k) Gossip or rumours
- l) Treating other occupational groups as inferior

#### *Harassment*

Harassment can be defined as any unwelcome comment, conduct or gesture that is insulting, intimidating, humiliating, malicious, degrading or offensive. It might be repeated or an isolated incident, but it is so significant that it adversely affects someone's performance, contribution or work environment. It can include physical, degrading or threatening behaviour, abuse of power, isolation, discrimination, sexual and / or racial harassment. Harassment is behaviour that is unwanted by the recipient even if the recipient does not tell the harasser that the behaviour is unwanted.

Harassment can take place between:

- m) A staff member and a manager
- n) Co-workers
- o) A worker and a resident
- p) A worker and another person in the workplace

#### *Sexual Harassment:*

Sexual harassment covers as any form of uninvited sexual attention or sexually orientated activity towards an employee by another employee or client or supplier, which persists to the point of making an employee uncomfortable, annoyed or distressed.

Sexual harassment may take many forms including the following:

- q) sex-oriented gestures or comments
- r) sex based insults, taunts, teasing or name calling
- s) unwanted and deliberate physical contact.
- t) requests for sexual activity which carry overt or implied threats or promises regarding the employee's employment
- u) Persistent and unwelcome social invitations or telephone calls

#### *Racial Harassment*

Racial harassment covers the use of language (whether written, spoken or non-verbal), or visual material, or behaviour that expresses hostility against, or brings into contempt or ridicule, any other person(s) on the ground of colour, race, or ethnic origins which is hurtful or offensive (whether it is conveyed to that person or not) or has a detrimental effect.



Specific examples include:

- v) Jokes or songs of a racial nature
- w) Mocking others' accents or deliberately mispronouncing names
- x) Racial or ethnic oriented jibes or abuse
- y) Displaying offensive material
- z) Distribution of racist material

This list is not exhaustive, and the employer recognises that behaviour that may be regarded as harmless, trivial, a joke or acceptable by one person may be regarded as racial harassment to another.

For more detail please, refer to the bullying and harassment procedures.

## **28. Uniforms And Equipment**

Uniforms, and where necessary, other personal protective equipment, shall be supplied to all employees. Safety equipment will be provided to employees who require it.

The employer may provide tools required by maintenance and gardening employees or, if such equipment is not supplied, an allowance shall be paid for the use of the personal provision of these items.

Where uniforms or other equipment are supplied by the employer, these items continue to be the property of the employer and are required to be returned at the termination of employment in reasonable condition, given fair wear and tear.

Employees will be provided with company uniforms in accordance with the employer's policy which must be worn during working hours and worn in a neat and tidy manner. Where the uniforms change, new uniforms will be provided to employees.

Unserviceable items must be returned to the employer prior to the issue of a replacement item.

The employee is obliged to wear appropriate footwear when on duty.

The employer will consult with a representative group of union members on any proposal for changes to uniforms.

## **29. Equal Employment Opportunity**

The employer is committed to policies which ensure the absence of discrimination in employment on the grounds of race, colour, sex, marital status, religious belief, disability, sexual orientation, union and political affiliation, age and to the promotion of equal employment opportunity for all employees.

The employer will comply with all legislative requirements covering equal employment opportunities.

## **30. Learning And Development**

The employer is committed to providing its employees with learning and development opportunities that ensure the required service standards are met and enable employees to attain relevant formal qualifications. An employee's learning and development may occur in a variety of ways, including, for example;

- a) On the job training
- b) Internal or external training sessions
- c) One on one coaching
- d) Staff meetings
- e) Conferences
- f) Employer operational policies and procedures
- g) External study

All learning and development is a joint commitment and this means that an employee will work with their Manager to develop an individual learning and development plan to suit the employee's needs as well as those of the employer as part of their annual performance review interview.

All employees are required to attend compulsory inservice and staff meetings and will be remunerated at their ordinary rate of pay for time spent at these sessions, as well as any external training courses authorised by the facility manager.

Wherever possible this shall take place during normal working hours. In addition, the employer shall ensure that all staff have reasonable access to paid time to assist their career and LEVELUP development as well as training and education.

### **31. Career Pathways**

The employer's LEVELUP programme (or equivalent) is designed to recognise competence and expertise and promote progression and development for employees. The LEVELUP programme has been developed in consultation with the Unions and it is agreed that agreement will be required prior to any change.

Schedule One provides the LEVELUP Levels and Wage Rates.

Schedule Five provides the LEVELUP pathways for relevant occupational roles.

The parties agree that the provisions of the LEVELUP Policy document as well as the Progression set out in that policy are enforceable by the parties to the Agreement.

### **32. Performance Development**

All new employees will undergo an orientation programme on their commencement of employment and will be remunerated for these days at the applicable rates of pay. The first part of orientation will be no less than three days, with additional orientation provided for each area and/or different levels of care provided at the facility.

New employees will continue to be buddied until their first formal performance review.

After orientation, employees will receive regular feedback on their performance throughout their first three months of employment with a formal performance review interview being undertaken at or about the time they have completed three months' tenure. Performance and development reviews will be undertaken annually thereafter.

A performance and development review interview will be through a joint meeting with the employee's direct line manager. The review will focus on the requirements of the position, outputs and standards of performance and will provide a forum where both parties can discuss opportunities for the coming period. Nothing in this clause shall prevent the employer from reviewing the employee's performance and development more frequently.

Where the employer fails to provide feedback or fails to ensure the performance review is undertaken as set out above, the employee shall not be disadvantaged by such failure.

### **33. Education Funding**

An Education Fund of \$25,000 will be funded by the employer and will be available for the unions' members only. Union members may make an application to the fund through their manager and union. The process of application is:

- a) Union member fills out the Education Funding Application form
- b) The employer and unions will meet quarterly to consider applications

No changes to this process will occur without agreement from all parties to this agreement.

#### **34. Oceania Group Code Of Values And Conduct Policy**

In the case of alleged misconduct or an issue of performance on an employee's part, the employer will invoke the disciplinary process as provided by Oceania Group's Code of Values and Conduct Policy.

Where appropriate, the employer may suspend an employee on ordinary pay while the disciplinary or performance matter is being investigated. Such suspension shall only take place after the employer has consulted with the employee.

#### **35. Termination Of Employment**

This Agreement may be terminated by either the employer or the employee by giving written notice of not less than:

- a) Four weeks for a Registered or Enrolled Nurse;
- b) Two weeks for any other employee;
- c) unless both parties in writing agree to a lesser time.

The employer reserves the right to pay the employee in lieu of notice at its discretion. The employer reserves the right to dismiss the employee summarily for serious misconduct, as described in the misconduct Policy.

In the event of an employee being discharged or leaving, having given the required period of notice, wages due shall be paid within three business days of the employee's final day of service.

Provided further that should the employee terminate without having given the required period of notice, the employer shall pay the wages due in the next pay run.

The payment of final wages on termination is subject to the employee returning all keys, uniform and equipment items in their possession supplied by or belonging to the employer.

#### **36. Abandonment Of Employment**

Where an employee absents themselves from work for a continuous period exceeding three working days without the consent of the employer, or without good cause and the employer has made reasonable efforts to contact the employee, the employee shall be deemed to have terminated their employment without notice.

Where the employee has abandoned their employment and has not given the employer the required notice period, the employee shall forfeit the required notice period.

#### **37. Performance Of Duties**

Where an employee is unable to continue the proper performance of their duties through medical incapacity for a period of three months with no medically apparent improvement, through sickness or injury, or should a medical practitioner (appointed by the Employer in consultation with the Employee) determine that the Employee is so disabled or incapacitated or of unsound mind the Employee's employment may be terminated by the Employer giving such notice as is appropriate in the circumstances.

Prior to the Employer taking any termination action due to incapacity for medical reasons, the Employer will take into account any resulting report or advice from its own and/or the Employee's medical practitioner. The Employee may, therefore, be required to undergo a medical examination by a registered medical practitioner nominated and paid for by the Employer, with a follow-up report on the Employee's fitness for duties. The Employee's consent will be obtained where this occurs.

Before the Employer takes any termination action due to some prohibiting edict or order, they will consult with the Employee and consider any submissions by the Employee. The Employer will also consider the length of time the employee is unable to perform their duties, the ability of the Employer to cover the duties utilising other employees, and the availability of alternative.

### **38. Redundancy**

The parties recognise that the employer has the right to manage its business and has absolute discretion to determine appropriate staffing levels.

Redundancy is a situation where the employee's employment is liable to be terminated, or where the employee's employment is affected, wholly or mainly, owing to the fact that the employee's position or a significant part of it, is, or will become, superfluous to the needs of the employer.

In the event that the employer considers that an employee's position may be wholly or partially redundant, the parties agree to explore all possible options.

The employer will:

- a) Advise the Union/s of any impending redundancy situations and the likely number of employees affected in order to allow consultation and consideration of alternatives.
- b) Consult with the employee/s affected and the Union/s and will receive for its consideration, any submission that contains suggestions for alternatives to redundancy
- c) In the event that a decision is reached to declare the employee's position wholly or partially redundant, engage in further consultation with the employee, regarding the possibility of re-deployment, notice and/or compensation for partial redundancy, or any other terms relating to the termination of employment.

In the event that the employee's position is made wholly or partially redundant, the employee affected will receive a minimum of one month's notice of the termination or relocation of their employment, unless a lesser period is agreed to between the employer and the employee. The employer may at its discretion, make payment in lieu of notice and not require the employee to work out the notice period.

In the event that the employee is made wholly redundant, the employer will give the employee reasonable time off, without loss of pay while working out the period of notice as may be necessary to enable the employee to seek alternative employment. Prior consent from the employer must be obtained.

No redundancy shall arise by reason of the sale, transfer, lease, amalgamation, succession or restructuring of the whole or part of the employer's business where the employee is offered employment by the purchaser, transferee, lessee, amalgamated company, successor or the same company, in the same or similar capacity on no less favourable terms and conditions.

Redundancy compensation will be paid on the following basis:

- d) Four weeks' ordinary pay for the first year of service and two weeks' pay for each completed other year of service with a cap of twenty-four weeks
- e) Redundancy compensation (excluding notice provisions) shall only be payable to redundant employee with at least 12 months' current continuous service.

### **39. Relocation**

In the event of redevelopment or significant change, such as the closure of whole or part of an Oceania facility, the company will consult with and seek agreement from the affected employee in regards to relocating to another Oceania facility. The relocation will be within reasonable commuting distance for the employee and the employee will receive no less favourable terms and conditions of employment nor incur

any personal material cost. 'Reasonable commuting distance' will take into account issues such as access to public transport and personal circumstance.

#### **40. Transferring Between Facilities**

If an employee is moving to another location in New Zealand where an Oceania facility is based, if a position is available, their employment can be transferred between facilities. If an employee resigns from one facility and then starts at another facility, then this is considered a break in service and their service starts from day one. If employees internally transfer through Oceania, then their service will be continuous.

#### **41. Employee Protection Provision**

The purpose of this provision is to provide protection for the employment of an affected employee if the employer's business is restructured.

##### *Restructuring*

Restructuring, in relation to the employer's business means:

- a) Entering into a contract or arrangement under which the employer's business (or part of it) is undertaken for the employer by another person; or
- b) Selling or transferring the employer's business (or part of it) to another person
- c) In the event of a restructuring that may affect an employee's future employment, the employer will undertake the following steps:
- d) The employer shall initiate and agree on a negotiation process with the potential new employer around the extent to which the proposed restructuring related to the affected employee's position as soon as practicable.
- e) The employer will negotiate with the potential new employer the following:
  - i. Whether or not the employee's position would transfer to the potential new employer;
  - ii. Where an employee's position would transfer to the new employer, the terms and conditions of employment that would be offered to them by the potential new employer; and
  - iii. The proposed date that an employee would commence employment with the potential new employer.

In the event that an employee is not offered employment with the potential new employer for whatever reason, their redundancy entitlements will be determined in accordance with the redundancy provision of this Agreement.

Note the application of Part 6A of the Employment Relations Act 2000 to kitchen, cleaning and laundry workers.

##### *Transfer Of Employees To New Employing Body*

Where an employee's employment is being terminated by the employer by reason of sale or transfer of the whole or part of the employer's business, nothing in this Agreement shall require the employer to pay compensation for redundancy if:

- f) the new employer treats service with the employer as if it were continuous; and

- g) the conditions of employment offered to the employee by the new employer are no less favourable than the employee's conditions of employment as detailed in this Agreement, including all service related, hours of work and employee surplus conditions.
- h) the offer of employment by the new employer is an offer to employ the employee in the same capacity and for the same hours of work as that in which the Employee was employed by the employer or in any capacity the employee is willing to accept provided that they are not disadvantaged in hours of work and wages.

#### **42. Time And Wages Records**

The employer shall keep a time and wages record in which shall be correctly recorded:-

- a) The name and last known postal address of every employee employed.
- b) The kind of work in which they are employed.
- c) The daily hours of their employment.
- d) The wages paid on each pay day and the date thereof.

Employees will use time recording systems provided by the employer as may be necessary to accurately record hours worked and absences.

The employer shall ensure employees are able to access all leave and pay enquires.

#### **43. Employment Relationship Problems**

An employment relationship problem includes a personal grievance, a dispute and any other problem relating to or arising out of an employment relationship.

Employment relationship problems shall be dealt with in accordance with the procedure in Schedule Two of this Agreement.

Should an employee wish to raise a personal grievance, they must raise the grievance with the employer within 90 days from the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the later.

All Union members shall be entitled to raise a personal grievance claim of unjustified dismissal regardless of whether or not an employee has been employed for less than 90 days

#### **44. Confidential Information**

Employees must not disclose any relevant confidential or commercially sensitive information or knowledge which employees may acquire or have acquired during their employment with the employer concerning the personal circumstances and business affairs, of the employer or of its customers, residents or employees.

The above restrictions apply both during employment and after termination. However, such restrictions shall not apply to confidential information that may become publicly known without employees breaching these provisions or to information that they are required to divulge in order to properly fulfil their duties and responsibilities to the employer.

## **Part Six – Union Provisions**

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### **45. Access**

Right of access will be exercised in a reasonable way, having regard to normal business operations in the workplace.

### **46. Staff Lists**

The employer shall supply a list of names and postal addresses of union members to the relevant union party to this Agreement unless specifically requested not to do so by the employee.

The request for a list shall not be made more than once every six months.

### **47. Paid Meetings**

The employer must allow every union member employed by the employer to attend at least two union meetings (each of a maximum of two hours' duration) in each calendar year.

The Union/s must give the employer at least 14 days' notice of the date and time of these meetings.

The Union/s must make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting as above, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operations to continue.

Work must resume as soon as practicable after the meeting, but the employer is not obliged to pay any union member for a period longer than 2 hours in respect of any meeting.

The employer must allow a union member employed by the employer to attend a meeting as above on ordinary pay to the extent that the employee would otherwise be working for the employer during the meeting.

For the purpose of subsection (5), the union/s must supply to the employer a list of members who attended the union meeting, and advise the employer of the duration of the meeting.

### **48. Recognition of Delegates**

The employer recognises that delegates of unions party to this Agreement are the authorised representatives of union members, and that their role as delegate includes member recruitment, education, attendance at meetings, representation of members, negotiations and consultative forums.

Delegates will be recognised by the employer following written confirmation of their election from the union office. Delegates shall be granted with the approval of the Manager, and having regard to resident needs, reasonable time during the working day to attend to union related matters.

Delegates elected to or appointed to Union bodies shall also be granted up to 16 hours on pay per annum to attend to such duties.

### **49. Copy of Agreement**

The employer shall ensure a copy of this Agreement is readily available to all union members.

### **50. Union Fee Deductions**

With the written authority of the employee, the employer shall deduct union fees from the wages of members of the Union/s who are bound by this Agreement. The employer shall remit the union fees electronically to the Union/s on a fortnightly basis. This also includes periods of time off work on paid leave.

The employer shall also forward to each Union via email an electronic schedule in a csv or excel format detailing the name of the employee, value of deduction, site and details of the period covered by the remittance. For members on ACC, LWOP or other reasons for no deduction the Employer will include the reason for non-deduction in the same format.

#### 51. Employment Relations Education Leave

The employer will release employees bound by this Collective Agreement on paid education leave in accordance with the provisions of the Employment Relations Act 2000.

The annual allocation of paid education leave for employees bound by this Collective Agreement will be calculated pursuant to Section 74 of the Employment Relations Act 2000.

#### 52. Savings

Nothing in this Agreement shall operate to reduce any entitlements of, or disadvantage employees as specified in an individual employee's Savings Terms and Conditions Letter following the implementation of the Collective Agreement effective from 1 April 2009.

For the avoidance of doubt, the parties confirm that no employee who joins NZNO/E tū following the date of ratification of this agreement, or during the currency of this agreement, shall have their base hourly rate or any terms and conditions reduced upon joining NZNO/E tū.

### Part Seven – Execution

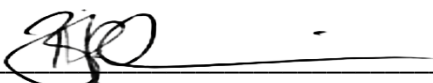
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#### 53. Term Of Agreement

This Agreement shall come into force on 1 July 2021 and continue in force until 30 June 2022.


#### 54. Signatories to the Agreement

*Employer Party*

  
\_\_\_\_\_  
Brent Pattison  
**Oceania Care Company**

25 May 2022  
Date

*Union Parties*

  
\_\_\_\_\_  
Sam Jones  
**Etu Incorporated**

31 May 2022  
Date

  
\_\_\_\_\_  
Lynda Boyd  
**New Zealand Nurses Organisation Incorporated**

1 June 2022  
Date



## Schedule One – Wage Rates & Allowances

The following are the minimum rates of wages payable under the MUCA Agreement and are applicable as per the dates below.

	<b>Levels</b>	<b>1-Jul-21</b>	<b>1-Apr-22</b>
<i>Service Workers:</i> <i>Kitchen Assistant/Kitchen Hand</i> <i>Cleaner and Laundry</i> <i>Physio Assistant</i> <i>Receptionist</i> <i>Maintenance/Gardner</i>	1	\$20.80	\$21.22
	2	\$21.00	\$21.42
	3	\$21.35	\$21.78
	4	\$22.01	\$22.45
	5	4 %	2 %
<i>Healthcare Assistants</i> <i>Activities</i> <i>Diversional Therapist</i>	L0	\$21.84	\$21.84
	L2	\$23.36	\$23.36
	L3	\$25.39	\$25.39
	L4a	\$26.41	\$26.41
	L4b	\$27.43	\$27.43
<i>Cooks/Chefs</i>	1	\$21.00	\$21.42
	2	\$21.21	\$21.63
	3	\$22.01	\$22.45
	4	\$22.72	\$23.18
	5	\$23.41	\$23.88
	6	4 %	2 %
<i>Registered Nurses</i>	1	\$29.78	\$29.78
	2	\$31.13	\$31.13
	3	\$32.44	\$32.44
	4	\$35.10	\$35.10
	5	\$37.34	\$37.34
	6	\$38.34	\$38.34
	7	\$40.21	\$40.21
<i>Enrolled Nurse</i>	1	\$28.68	\$28.68

### Care and Support Workers

Hourly wage rates for workers employed before 1 July 2017

- The hourly wage for a care and support worker who was employed by Oceania prior to the 30 June 2017, will progress through the levels, based on service and/or qualifications as per the table below.
- These rates have been established through the Care and Support Workers (Pay Equity) Settlement Act 2017 and will be amended if there are any amendments relating to hourly rates subsequently passed.

Hourly wage rates for workers employed after or on 1 July 2017

- The hourly wage for a care and support worker who commences employment with Oceania on or after 1 July 2017 will progress on qualifications\* only as per the table below.

<b>Worker's length of service with employer</b>	<b>1 July 2021 – 30 June 2022</b>
Less than 3 years' service and no qualification	\$21.50
3 years to 8 years' service and/or NZQA Level 2 qualification	\$23.00
8 years to 12 years' service and/or NZQA Level 3 qualification	\$25.00
12+ years' service after 1 July 2017	\$26.00
12+ years' service before 1 July 2017 and/or NZQA Level 4 qualification	\$27.00

\* Qualifications as specified by the pay equity settlement

Oceania will ensure care and support workers are able to gain qualifications

- Oceania will take all reasonably practicable steps to ensure that a care and support worker is able to attain the relevant NZQA Level 2, Level 3 and Level 4 qualifications as set out in the pay equity settlement.

Oceania undertakes to ensure progression opportunities are regularly promoted and made readily accessible to all staff. Progression will be in accordance with the Career Pathways Programme Policy (or equivalent).

## **Allowances**

### **Duty Healthcare Assistant Allowance**

- An allowance of \$1.17 per hour shall be paid to each Duty Healthcare Assistant for the hours they work as a Duty Healthcare Assistant. This allowance is not payable when a Registered Nurse with Facility responsibility is present; or when a person is not acting as a Duty Healthcare Assistant; or within the hours of 8am – 4pm Monday to Friday. Because the Duty Healthcare Assistant must not leave the premises whilst employed in that role (unless the responsibility is assigned to another person) they will be entitled to a half hour paid meal break during the duty, in accordance with clause nine.

### **Night Shift/Duty Allowance**

- An allowance of \$1.75 per hour will be paid in accordance with clause 12.
- The Night Shift allowance will continue to be paid to night employees who temporarily work other duties at the Manager's request for training purposes.
- For employees at Facilities where there is a lower or no rate in existence at the commencement of this Agreement, a rate of 50% of the difference with the full rate will be effective from the first day of the pay week occurring on or after 1 July 2009 and the full rate will apply from the first day of the pay week occurring on or after 1 January 2010.

### **Weekend Allowance**

- An allowance of 10 of the employee's hourly rate will be paid per hour in accordance with clause 12. Note that the allowance will not be paid when the employee is being paid at time and a half rate.

- As per the Care and Support Workers (Pay Equity) Settlement Act 2017, Healthcare Assistants, Activities and Diversional Therapist employed prior to 1 July 2017 will be paid a dollar amount per hour in accordance with clause 12.
- Healthcare Assistants, Activities and Diversional Therapist employed after 1 July 2017 will be paid a weekend allowance per hour as follows:
  - o Level 0 = \$1.34
  - o Level 2 = \$1.39
  - o Level 3 = \$1.43
  - o Level 4 = \$1.48

**On Call Allowance**

- An allowance of \$20.64 per day will be paid where an employee is required to be on call and available for work in accordance with clause 12.

**PDRP Allowance (effective 1 January 2020)**

- The rates of these allowances are as follows:
  - o RN Expert \$3000 p.a
  - o RN Proficient \$2500 p.a
  - o EN Accomplished \$2000 p.a
  - o EN Proficient \$1750 p.a

**Annual Practising Certificate**

- Registered, Enrolled Nurses shall be entitled to reimbursement of the fee payable for their annual practising certificate. Reimbursement shall be made on production of the renewed certificate.

**Process for progressing through the Career Pathways**



## **Schedule Two – Procedure for Resolving Employment Relationship Problems**

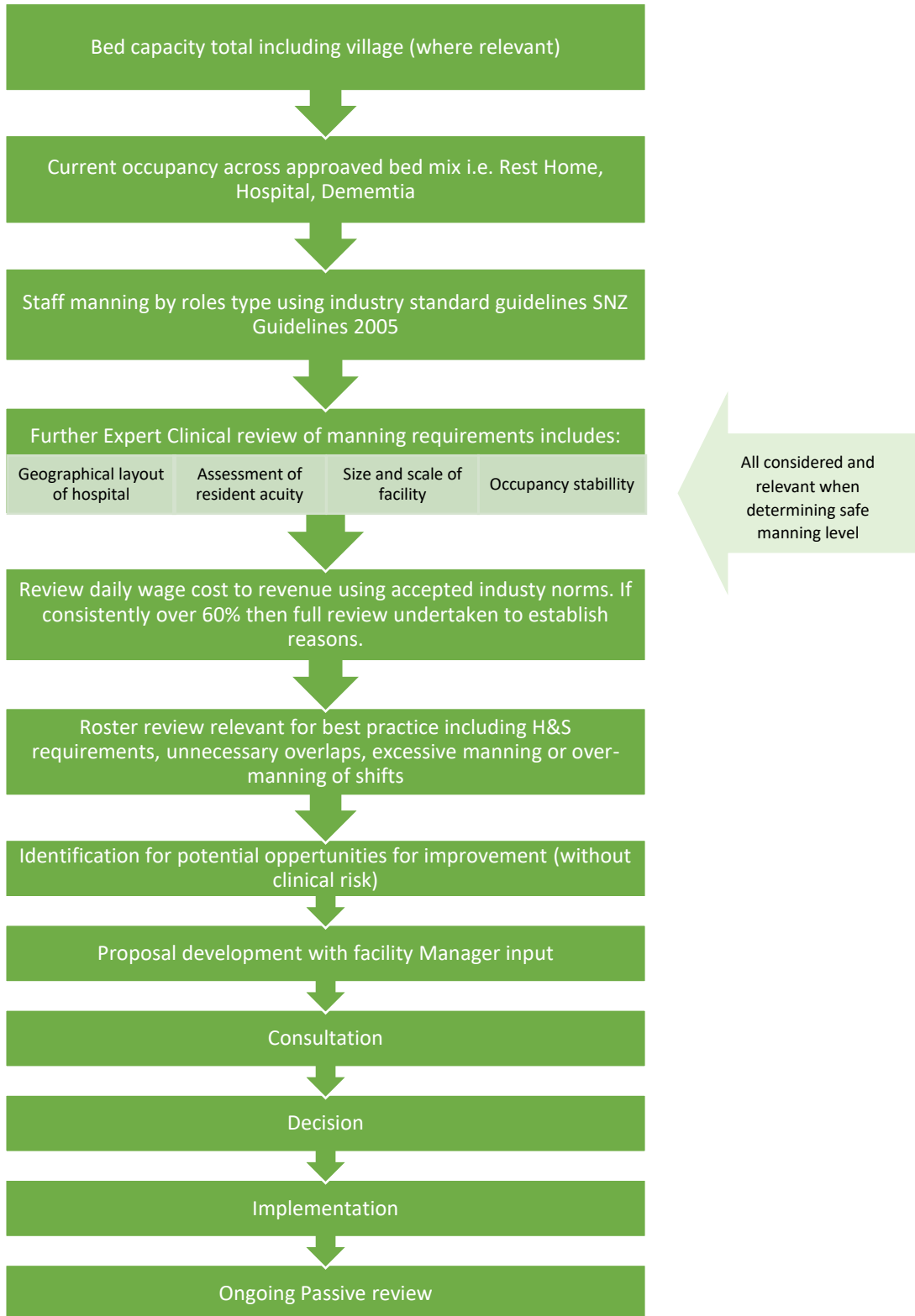
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The Employment Relations Act 2000 requires that this Collective Agreement have a plain-language explanation of the services and processes available to resolve any employment relationship problems. The parties to this Agreement wish to draw attention to the following procedure:

1. Employment relationship problems include:
  - a. A personal grievance (a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non membership of a union).
  - b. A dispute about the interpretation, application or operation of an employment Agreement.
  - c. Any other problems relating to or arising out of the employee's employment relationship with the employer, except matters relating to the fixing of new terms and conditions of employment.
2. If you believe there is a problem with your employment relationship with the employer then you should tell the employee's manager, either personally or through the employee's union or other representative, as soon as possible that:
  - a. there is a problem; and
  - b. the nature of the problem; and
  - c. what you want done about the problem.
3. If for any reason you feel unable to raise the matter with the manager, other suggested contacts are:
  - a. E t ū
  - b. NZ Nurses Organisation
4. In the case of a personal grievance, you must raise the matter with the employer within 90 days of the grievance occurring or coming to the employee's notice, whichever is the later. A written submission is preferable but not necessary.
5. You have the right to seek the support and assistance of your union representative or information from the Ministry of Business, Innovation & Employment Mediation Service at any time.
6. We will try to resolve the matter through discussion with you and/or your union or representative.
7. If the problem cannot be resolved through discussion, then either you or the employer can request assistance from the Ministry of Business, Innovation & Employment which may provide mediation assistance.
8. If the problem is not resolved by mediation, you may apply to the Employment Relations Authority for investigation and determination.

In certain circumstances the decision of the Employment Relations Authority may be appealed by you or the employer to the Employment Court.

## Schedule Three – Process for Considering Care Staffing Levels



## Schedule Four – Grandparented Conditions 31 March 2009

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The following conditions will be Grandparented for employees who are union members as at 31 March 2009 at the Facilities that were party to the following Collective Agreements.

### Qualcare Northern

#### Financial conditions:

Weekend allowance – [Saved](#)  
Broken shift allowance – [Saved if applicable](#)  
Call out allowance (Less than 1 hours notice) - [Saved if applicable](#)  
Call out allowance (Less than 8 hours notice) - [Saved if applicable](#)

### Qualcare Eastern

#### Financial conditions

Broken shift allowance - [Saved if applicable](#)  
Night duty allowance (paid between 2100 – 0800) – [Saved](#)  
Inconvenience Allowance - [Saved](#)  
On Call allowance – [Saved](#)  
Additional week's leave for night shift employees - [Saved](#)  
ACE and NCSOP allowance – [Current payments Saved](#)

### Qualcare Southern

#### Financial conditions:

Broken shift allowance - [Saved if applicable](#)  
Duty leader allowance – [Saved if applicable](#)  
Short notice allowance – [Saved if applicable](#)  
ACE and NCSOP allowance - [Current payments saved](#)

#### Other significant conditions:

Weekend and night rate: These operate cumulatively in the current agreement. – [Saved](#)

### Eldercare EWF

#### Financial conditions:

Weekend rates – [Saved](#)  
Broken shift allowance – [Saved if applicable](#)  
Duty leader allowance – [Saved if applicable](#)  
Extra responsibilities allowance – [Saved if applicable](#)  
Preceptor allowance – [Saved for current employees](#)

#### Other significant conditions:

Weekend and Night rate: These operate cumulatively in the current agreement. – [Saved](#)

### Woodlands Rest home

#### Financial conditions:

Service allowances – [Current payments saved](#)  
Registered Nurse sole charge allowance – [Saved](#)  
Trade Certification Board Certificate – [Saved for current payments](#)

### Green Gables

**Financial conditions:**

Broken shift allowances – [Saved if applicable](#)  
Duty Leader allowance – [Saved](#)  
On-call allowance – [Saved](#)  
Split shift – [Saved](#)  
Higher duties – [Saved if applicable](#)  
ACE and NCSOP allowances. - [Current payments saved](#)

**Raeburn****Financial Conditions:**

Work Short Allowance – [Saved](#)  
Wing Transfer Allowance – [Saved](#)  
Orienting a new Staff Member Allowance – [Saved](#)  
Working a second Weekend Rate – [Saved](#)

**Other Significant Provisions:**

ACC top up with Sick Leave - [Saved](#)  
Leave of Absence for Voluntary Military Service - [Saved](#)

**Whareama****Financial Conditions:**

Split Shift Allowance – [Saved](#)

**Other Significant Conditions:**

Night and Weekend Allowance cumulative – [Saved](#)  
Service deemed unbroken if the break is 1 year or less – resume on same step – [Saved](#)

## Schedule Five – LEVELUP Pathways

### Position: Registered Nurse

	<b>Let's LEVELUP and grow your career</b>
Level 1	<ul style="list-style-type: none"> <li>• New Start</li> <li>• Orientation Pack completed</li> </ul>
Level 2	<ul style="list-style-type: none"> <li>• To have completed the previous level requirements</li> <li>• 8 hours RN study day completed**</li> <li>• Meet continuing competence requirements set down by the NZ Nursing Council*</li> <li>• Development Plan completed***</li> </ul>
Level 3	<ul style="list-style-type: none"> <li>• To have completed the previous level requirements</li> <li>• Meet continuing competence requirements set down by the NZ Nursing Council*</li> <li>• Development plan completed***</li> <li>• Completed two of the options in Note 3</li> </ul>
Level 4	<ul style="list-style-type: none"> <li>• To have completed the previous level requirements</li> <li>• Meet continuing competence requirements set down by the NZ Nursing Council*</li> <li>• Development Plan completed***</li> <li>• Completed three of the options in Note 3</li> </ul>
Level 5	<ul style="list-style-type: none"> <li>• To have completed the previous level requirements</li> <li>• Meeting continuing competence requirements set down by the NZ Nursing Council*</li> <li>• Development Plan completed***</li> <li>• Completed four of the options in Note 3</li> </ul>
Level 6	<ul style="list-style-type: none"> <li>• To have completed the previous level requirements</li> <li>• Meeting continuing competence requirement set down by the NZ Nursing Council*</li> <li>• Development Plan completed***</li> <li>• No formal disciplinary action in previous 12 months</li> <li>• Completed four of the options in Note 3 and one of the options in Note 4</li> </ul>
Level 7	<ul style="list-style-type: none"> <li>• To have completed the previous level requirements</li> <li>• Meeting continuing competence requirement set down by the NZ Nursing Council*</li> <li>• Development Plan completed***</li> <li>• No formal disciplinary action in previous 12 months</li> <li>• Completed five of the options in Note 3 and one of the options in Note 4</li> </ul>

\* More information on these requirements can be found on nursing council website.

\*\* 8 hour RN study day is to be completed annually.

\*\*\*Development Plan on intranet



**Note 1: Applies to all levels**

- Based on satisfactory performance and
- Completion of the required in house training

**Note 2: Applies to all levels**

- Hold a current and valid APC and practice within the competencies set down by the NZ Nursing Council.

**Note 3: Progression Options**

- Careerforce Assessor
- Participates in on call
- Care level reassessment (recognizing the need for reassessment, initiating and following through the process)
- Preceptors for the facility – CAP students/nursing students
- Member of facility committee (e.g. restraint, infection control, health and safety, continence, palliative care, quality improvement training etc)
- Complete case study for a resident with complex needs (each 12 months) on a care plan process
- PDRP proficient
- PDRP expert/accomplished (counts for two options)
- Evidence contribution to the support, direction and teaching of colleagues
- Take part in case management meetings
- Organising GP rounds and following up on actions in a timely manner
- Continuous improvement project

**Note 4: Leadership**

- Acting as Clinical Leader/Manager
- Facilitate Clinical meetings
- Assist with Audits
- Champion in a specific clinical indicator (select 1 or more)
  - Weight Management
  - Wound Prevention
  - H&S, Falls Prevention
  - Restraint
  - Infection Control
- Participates in performance appraisal of healthcare workers
- Participates in a performance management or employment processes (either representing Oceania or as a NZNO delegate)

## Position: Service Worker - Kitchen Hand/Assistant

	<p><b>NZ Certificate in Catering Services (Food Preparation Pathway) – Level 3</b></p> <p><b>You are required to complete and pass the unit standards.</b></p>
To move from <b>Level 1 – Level 2</b>	<ul style="list-style-type: none"> <li>• Orientation Pack Completed</li> <li>• Complete Chemical Safety Training</li> <li>• Complete Oceania Food Control e learning/Video</li> <li>• Note 1, Note 2</li> </ul>
To move from <b>Level 2 – Level 3</b>	<ul style="list-style-type: none"> <li>• To have completed the previous level requirements</li> <li>• Complete Service IQ unit standards 27927, 27955, 27928, 27929 in NZ Certificate in Catering Services (Food Preparation Pathway) – Level 3</li> <li>• Note 1, Note 2</li> </ul>
To move from <b>Level 3 – Level 4</b>	<ul style="list-style-type: none"> <li>• To have completed the previous level requirements</li> <li>• Complete Service IQ unit standards 27950, 13343, 22885 in NZ Certificate in Catering Services (Food Preparation Pathway) – Level 3</li> <li>• Note 1, Note 2</li> </ul>
To move from <b>Level 4 – Merit</b>	<ul style="list-style-type: none"> <li>• To have completed the previous level requirements</li> <li>• At the discretion of the Business and Care Manager and with the approval of the Regional Operations Manager. In recognition of additional duties.</li> </ul>

### Note 1:

- Based on satisfactory behaviour and evaluation in Oceania performance reviews.
- Attending and successfully completing the required in house training – attendance is good and the training is completed

### Note 2:

- Completion of courses is regarded as attending the Oceania courses (See Description of courses and unit standards).
- Completing all the unit standards attributed to the specific course.

## APPENDIX: Description of courses and unit standards

<b>NZ Certificate in Catering Services (Food preparation pathway) – Level 3</b>	
<b>Unit No.</b>	<b>Unit standard title</b>
27927	Apply health, safety and security practices to service delivery operations
27955	Apply Food safety practices in a food related business
27928	Interact with other staff, managers and customers to provide service delivery outcomes
27929	Apply standard operating procedures and the code of conduct to a work role in a service delivery organisation
27950	Cook food items for a catering services operation
13343	Demonstrate knowledge of basic nutrition in commercial catering

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## Position: Maintenance Person

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<p>To move from <b>Level 1 – Level 2</b></p>	<ul style="list-style-type: none"> <li>• Orientation Pack Completed</li> <li>• Complete AVO certificate (Test and Tag training)</li> <li>• Complete Chemical Safety Training</li> <li>• Note 1, Note 2</li> </ul>
<p>To move from <b>Level 2 – Level 3</b></p>	<ul style="list-style-type: none"> <li>• To have completed the previous level requirements</li> <li>• Workplace Health and Safety Course (Safety ‘n Action) or Advanced Health and safety training by NZQA approved training provider</li> <li>• Note 1, Note 2</li> </ul>
<p>To move from <b>Level 3 – Level 4</b></p>	<ul style="list-style-type: none"> <li>• To have completed the previous level requirements</li> <li>• Height and Harness Safety (Site Safe or Safety ‘n Action)</li> <li>• Note 1, Note 2</li> </ul>
<p>To move from <b>Level 4 – Merit</b></p>	<ul style="list-style-type: none"> <li>• To have completed the previous level requirements</li> <li>• At the discretion of the Business and Care Manager with the Regional Operations approval. In recognition of additional duties.</li> </ul>

**Note 1:**

Based on satisfactory behaviour and evaluation in Oceania performance reviews.  
 Attending and successfully completing monthly clinical training requirements for facilities.  
 Completing any required refresher training.

**Note 2:**

Completion of courses is regarded as attending the Oceania courses

## Cook

<b>NZ Certificate in Catering Services (Food Preparation Pathway) – Level 3</b>	
<b>You are required to complete and pass the unit standards.</b>	
<b>To move from Level 1 – Level 2</b>	<ul style="list-style-type: none"> <li>• Orientation Pack Completed</li> <li>• Complete Chemical Safety Training</li> <li>• Complete Oceania Food Control e learning/Video</li> <li>• Note 1, Note 2</li> </ul>
<b>To move from Level 2 – Level 3</b>	<ul style="list-style-type: none"> <li>• To have completed the previous level requirements</li> <li>• Complete Service IQ unit standards 27927, 27955, 27928, 27929 in NZ Certificate in Catering Services (Food Preparation Pathway) – Level 3</li> <li>• Note 1, Note 2</li> </ul>
<b>To move from Level 3 – Level 4</b>	<ul style="list-style-type: none"> <li>• To have completed the previous level requirements</li> <li>• Complete Service IQ unit standards 27950, 13343, 22885 in NZ Certificate in Catering Services (Food Preparation Pathway) – Level 3</li> <li>• Note 1, Note 2</li> </ul>
<b>To move from Level 4 – Level 5</b>	<ul style="list-style-type: none"> <li>• To have completed the previous level requirements</li> <li>• Complete a Quality and Improvement Foodservice Project for your facility</li> <li>• Note 1, Note 2</li> </ul>
<b>Merit</b>	<ul style="list-style-type: none"> <li>• To have completed the previous level requirements</li> <li>• At the discretion of the Business and Care Manager and with the approval of the Regional Operations Manager. In recognition of additional duties.</li> </ul>

**Note 1:**

Based on satisfactory behaviour and evaluation in Oceania performance reviews.  
Attending and successfully completing monthly clinical training requirements for facilities.

**Note 2:**

Completion of courses is regarded as attending the Oceania courses (See Description of courses and unit standards).  
Completing all the unit standards attributed to the specific course.

## APPENDIX: Description of courses and unit standards

<b>NZ Certificate in Catering Services (Food preparation pathway) – Level 3</b>	
<b>Unit No.</b>	<b>Unit standard title</b>
27927	Apply health, safety and security practices to service delivery operations
27955	Apply Food safety practices in a food related business
27928	Interact with other staff, managers and customers to provide service delivery outcomes
27929	Apply standard operating procedures and the code of conduct to a work role in a service delivery organisation
27950	Cook food items for a catering services operation
13343	Demonstrate knowledge of basic nutrition in commercial catering

## Laundry & Cleaner

	<b>New Zealand Certificate in Cleaning (Level 2 and Level 3) you are required to complete and pass the unit standards.</b>
To move from <b>Level 1 -Level 2</b>	<ul style="list-style-type: none"> <li>• Orientation Pack Completed</li> <li>• Complete Cleaning and Chemical safety training</li> <li>• Note 1, Note 2</li> </ul>
To move from <b>Level 2 – Level 3</b>	<ul style="list-style-type: none"> <li>• To have completed the previous level requirements</li> <li>• Complete NZ Certificate in Cleaning (Level 2) (Health Care Facilities Endorsement)</li> <li>• Note 1, Note 2</li> </ul>
To move from <b>Level 3 – Level 4</b>	<ul style="list-style-type: none"> <li>• To have completed the previous level requirements</li> <li>• Complete NZ Certificate in Cleaning (Level 3)</li> <li>• Note 1, Note 2</li> </ul>
To move from <b>Level 4 – Merit</b>	<ul style="list-style-type: none"> <li>• To have completed the previous level requirements</li> <li>• At the discretion of the Business and Care Manager with the approval of the Regional Operations Manager. In recognition of additional duties.</li> </ul>

**Note 1:**

- Based on satisfactory behaviour and evaluation in Oceania performance reviews.
- Attending and successfully completing the required in house training – attendance is good, and the training is completed.

**Note 2:**

- Completion of courses is regarded as attending the Oceania courses (See Description of courses and unit standards)
- Completing all of the unit standards attributed to the specific course.

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## APPENDIX: Description of courses and unit standards

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### New Zealand Certificate in Cleaning (Level 2) - 45 credits required

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**Programme overview:**

The programme is designed for cleaners in residential, health and domestic situations. This programme aims to encourage safe work practices, and develop skills related to cleaning effectively and efficiently.

Graduates will be able to:

- Carry out generic cleaning duties
- Maintain safety of themselves, others, and the environment when performing cleaning services.
- Communicate within the boundaries of their role.
- Apply security procedures.
- Apply infection control and contamination prevention procedures, under supervision.

28350	Demonstrate knowledge of key cleaning equipment and basic cleaning principles
28351	Identify and use common cleaning agents
28352	Carry out core cleaning tasks
28353	Apply basic hygiene practices in the cleaning industry
28354	Explain cleaning product risks and physical hazards in the cleaning industry, and procedures for reporting hazards
28355	Explain hazards, injury prevention strategies and injury reporting requirements in the cleaning industry
28356	Demonstrate knowledge of customer service in the cleaning industry
28357	Apply security requirements and explain privacy requirements and emergency procedures in the cleaning industry
28358	Demonstrate knowledge of infection prevention and control and manage laundry and Waste in a health care facility

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### New Zealand Certificate in Cleaning (Level 3)

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Unit standard	Description
29382	Work independently as a cleaner
29383	Identify and remove common stains
29388	Meet site specific health and safety requirements when working as a cleaner
29386	Clean hard floor surfaces
29385	Clean Carpet
29389	Apply specialised infection control for cleaners

## LEVELUP programme of structure for HCA, SENIOR HCAs and ACTIVITIES Staff

New Zealand Certificate in Health & Wellbeing (Level 2)				
Unit No.	Unit standard title	level	credit	
23451	Describe the role of a support worker in a health or wellbeing setting	2	5	
23686	Describe a person's rights in a health or wellbeing setting	2	1	
28517	Recognise and report risks and changes for a person in a health or wellbeing setting	2	5	
28519	Maintain a safe and secure environment for people and support workers in a health or wellbeing setting	2	6	
28518	Interact with people to provide support in a health or wellbeing setting	2	5	
28529	Identify the impact of culture on support in a health or wellbeing setting	2	5	
28546*	Describe incontinence and interventions to assist a person in a health and wellbeing setting	3	5	
23386*	Support a person to meet personal care needs in a health or wellbeing setting	3	5	
26978	Support a person to eat and drink in a health or wellbeing setting	2	4	
* Both units i.e. 10 credit can be direct credit to level 3.		<b>Total</b>	41	
Residential Limited Credit Programme (Dementia) (Level 4)				
<i>Note from Age-Related Residential Care Services Agreement (ARRC): HCAs directly involved in caring for Residents in Dementia Unit needs to complete dementia unit standards no later than 12 months after his or her appointment</i>				
<b>Dementia LCP</b>	Unit No.	Unit standard title	level	credit
	23920	Demonstrate knowledge of dementia, person-centred care, and communication for a person living with dementia	4	6
	23921	Provide person-centred care when supporting a person living with dementia	4	6
	23922	Demonstrate knowledge of effects of dementia and how to manage them, for those caring for a person living with dementia	4	4
	23923	Demonstrate knowledge of support for people living with dementia when their behaviour presents challenges	4	4
<b>Note : People holding these unit standards 17029 are exempt from completing the unit standards 23920 and 23921</b>		<b>Total</b>	20	
NZ Certificate in Health & Wellbeing (Level 3) Healthcare Assistant				
Module	Unit No.	Unit standard title	level	credit
<b>Module 1</b>	23387	Describe the ageing process and its effects on a person's lifestyle and wellbeing	3	7
	23386	Support a person to meet personal care needs in a health or wellbeing setting	3	5
	28528	Describe and apply a person-centred approach in a health and wellbeing setting	3	3
	27459	Observe and respond to changes in people in a health or wellbeing setting	3	4

Module	Unit No.	Unit standard title	level	credit
Module <b>2</b>	28557	Communicate to support people's health and wellbeing	3	5
	26977	Move a person using equipment and care for equipment in a health or wellbeing setting	3	4
	26981	Describe risks, impacts, and actions for falls and minimise risk of falls in an health or wellbeing setting	3	3
	27463	Describe the ICF and its impact on a health assistant's role and on meeting the needs of clients	4	6
Module <b>3</b>	28521	Recognise and describe responses to vulnerability and abuse in a health or wellbeing setting	3	5
	28542	Demonstrate and apply knowledge of professional and ethical behaviour in a health or wellbeing setting	3	5
	28543	Describe culturally safe Māori operating principles and values, and their application in a health or wellbeing setting	3	5
	23391	Respond to loss and grief in a health or wellbeing setting	3	3
Module <b>4</b>	28737	Demonstrate knowledge of pressure injuries and pressure care	3	4
	28535	Demonstrate knowledge of procedures for infection control in a health and wellbeing setting	3	4
	27460	Describe a person's nutritional requirements and feeding issues in a health or wellbeing setting	3	3
	28546	Describe incontinence and interventions to assist a person in a health and wellbeing setting	3	5
			<b>Total</b>	71
<b>New Zealand Certificate in Health and Wellbeing (Level 4) (Advanced Support)</b>				
Module	Unit No.	Unit standard title	level	credit
<b>Dementia (20 credits)</b>	Dementia four units (23920, 23921, 23922 and 23923) can be direct credited if these units are already awarded on an employee's NZQA record of achievement.		4	20
<b>My Team</b>	28984	Work collaboratively in a health or wellbeing setting	4	10
	28989	Apply strategies to support cultural diversity in a health or wellbeing setting	4	6
	23393	Apply a risk management plan for a person in a health, disability, or community setting	4	4
<b>The person</b>	28987	Contribute to personal plans for people with complex needs in a health or wellbeing setting	4	8
	28985	Demonstrate knowledge of service delivery models in a health or wellbeing setting	4	8
<b>Self development and leadership</b>	28992	Apply self-reflection in a health or wellbeing setting	4	6
	28991	Provide peer mentoring in a health or wellbeing setting	4	6
	28994	Demonstrate leadership in a health or wellbeing setting	4	6
			<b>Total</b>	74
<b>Note</b> : Any unit from above list can be direct credited for above programme, if an employee had already been awarded with that unit standard on his/her NZQA record of achievement.				



## Schedule Six – Secondary Employment Form

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### Secondary Employment

Oceania Healthcare acknowledges that an employee may seek or have secondary employment. It is important that the employee understands the responsibilities when undertaking secondary employment, particularly when it comes to health and safety.

By Filling out this form, you agree to provide information relating to your secondary employment to Oceania Healthcare. This information shall only be used for its intended purpose. As indicated above this is ensuring the health and safety of staff and residents.

Please fill in the below to confirm your employment details:

### Primary Employment

Employee Name: \_\_\_\_\_

Facility: \_\_\_\_\_

Position Held: \_\_\_\_\_

### Secondary Employment

Name of Organisation: \_\_\_\_\_

Position Held: \_\_\_\_\_

Nature of Work: \_\_\_\_\_

Hours Per Week: \_\_\_\_\_  
(Specific Shifts if applicable)

Additional Information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_