



**BUPA CARE SERVICES (NZ) LIMITED**

**COLLECTIVE AGREEMENT**

**1 July 2023 – 30 June 2024**



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# BUPA CARE SERVICES

## 1. PARTIES

This is a Collective Agreement ('Agreement') between Bupa Care Services (NZ) Limited ('The Employer'); the New Zealand Nurses Organisation (Inc); and E Tū Incorporated ('The Unions')

## 2. DURATION OF AGREEMENT

This Agreement commences on 1 July 2023 and expires on 30 June 2024

## 3. COVERAGE

- 3.1. This Agreement is made pursuant to the *Employment Relations Act 2000* ("Act"). The Agreement will cover all Bupa Care Home facilities and Employees who are employed in the positions listed below:
- a. Registered Nurse
  - b. Enrolled Nurse
  - c. Caregiver
  - d. Household Employee
  - e. Cook
  - f. Chef
  - g. Kitchen Assistant
  - h. Activities / Recreation Officer
  - i. Administration
  - j. Physiotherapy Assistants
  - k. Gardeners
  - l. Maintenance workers
  - m. Drivers
- 3.2. This Agreement does not cover managerial Employees, Nurse Managers, Clinical Managers, Unit Coordinators, or Employees employed in positions not listed in the list of positions contained in this sub clause.
- 3.3. Coverage of this Agreement is also extended to include all future Care Home acquisitions by Bupa Care Services for those Employees not already covered by a collective agreement. The parties may wish to agree transition provisions for those members who are part of future acquisitions, depending on terms and conditions at those sites.
- 3.4. The Employer will provide a copy of this Agreement to new Employees who may be covered by this Agreement. The Employer:

- a. will advise new Employees of who the relevant union delegates are;
- b. the contact details of the delegates; and
- c. introduce the union delegates at their Care Home as part of the Employee's induction process.

#### 4. NATURE OF AGREEMENT

- 4.1. The parties to this Agreement agree to the terms and conditions in this document.
- 4.2. The parties acknowledge a commitment to deal with each other in good faith in all aspects of the employment relationship. To uphold this ideal, the parties agree to develop and maintain an employment relationship based upon common-sense, reasonable conduct, mutual trust, and co-operation.
- 4.3. The parties note that representatives of the New Zealand Nurses Organization ("NZNO"), District Health Boards ("DHBs") and the Ministry of Health signed an Accord on 30 July 2018 committing the parties to ensure there are sufficient nurses in our public hospitals for both their own and their patients' safety. Bupa is committed to engaging in dialogue with the NZNO, and E tū as relevant, on this Accord and its potential effect on residential aged care.

#### 5. VARIATIONS

The provisions of this Agreement can only be varied with the agreement of the Employer and Union parties, in writing and signed by the parties.

#### 6. INTERPRETATION

- 6.1. In this Agreement, unless the context otherwise requires:

"**Act**" means the *Employment Relations Act 2000*.

"**Ad hoc Shifts**" refers to any shifts which are required due to unpredictable circumstances after the roster has been posted. Ad hoc shifts which are offered and which an Employee agrees to work can only be cancelled according to cl 24.3.

"**Agreement**" means this Collective Agreement, and any attachments thereto.

"**Core Shifts**" means the shifts which are required to operate a care home at the baseline of expected occupancy. Core Shifts would only change in the event of a sustained change in occupancy. Any changes to core shifts are

subject to cl 23.10 and 23.12. The total number of hours of core shifts which an individual Employee works are recorded as minimum guaranteed core hours per cl 18.

“**Employee**” means any person employed by Bupa Care Services (NZ) Limited in the roles outlined in cl.3.1.

“**Employer**” means Bupa Care Services (NZ) Limited.

“**Flexi Shifts**” means those shifts which are used to manage normal fluctuations in occupancy. Once a roster is posted any flexi- shifts which have been identified as being required cannot be cancelled. Flexi-shifts are not guaranteed beyond each roster period.

“**Fortnight**” refers to 14 days covering Sunday to Sunday (including any shift commenced before midnight on the final Sunday of the pay period).

“**Illness**” does not mean an accident or the effects of an accident.

“**Night Shift**” means a duty rostered in which the majority of duty is worked between 11.30pm and 5.00am.

“**Normal Rate**” means the hourly rate of pay set out in the Wages Schedule.

“**Particulars of Employment**” means the document signed by the Employer and the Employee setting out the individual terms of that Employee’s employment.

“**Personal Grievance**” has the meaning given to it by Part 9 of the *Employment Relations Act 2000*.

“**Rostered**” means the pre-arranged shift, varied or fixed, notified 14 days in advance to an Employee to be worked on any given day.

“**Unions**” means the New Zealand Nurses Organisation (Inc) and E Tū Incorporated.

## **7. TE TIRITI**

- 7.1. The parties acknowledge the authority of Te Tiriti o Waitangi, and the unique status of Māori as tangata whenua of Aotearoa/New Zealand.
- 7.2. The parties are committed to alignment with Te Tiriti o Waitangi and will promote and enable an understanding of the articles and principles and their implementation in the workplace by:

- i. Ensuring Māori representation in the governance of the business, including changes to services delivered by those covered by this Agreement, to ensure tikanga is upheld.
- ii. Enabling all employees to gain the capability (skills, knowledge and behaviour) required to engage meaningfully with Māori
- iii. Enabling Māori to gain the capability (skills, knowledge and behaviour) required to engage meaningfully with service and organisational requirements.
- iv. Supporting employees to develop their knowledge of Te Tiriti o Waitangi and Te Ao Māori including the values Auahatanga, Kaitiakitanga, Manaakitanga, Whanaungatanga and Wairuatanga and how these apply in the context of the work we do and the communities we serve.
- v. Encouraging the promotion of Te Reo Māori

## 8. CLASSIFICATION OF EMPLOYEES

### 8.1. Definitions:

**“Kitchen hand”** means a person employed primarily to carry out work (except cooking) inside the kitchen and who performs the duties set out in their position description.

**“Cook”** means an Employee wholly or substantially engaged in the preparation and cooking of meals, purchasing and controlling kitchen supplies and who performs the duties set out in their position description.

**“Chef”** or equivalent means an Employee wholly engaged in the preparation and cooking of meals, who holds formal qualifications either through the NZQA or the City and Guilds qualification system and who performs the duties set out in their position description.

**“Caregiver”** means an assistant to the nursing team whose work primarily involves providing care and support services under the direction and supervision of a Registered Nurse and who performs the duties set out in their position description.

**“Physiotherapy Assistant”** means an assistant to the nursing team whose work primarily involves providing care and support services under the direction and supervision of a Physiotherapist or Registered Nurse and who performs the duties set out in their position description.

**“Activities/Recreation Officer”** means an assistant to the nursing team whose work primarily involves providing care and support services under the direction and supervision of a Registered Nurse and who performs the duties set out in their position description.

**"Registered Nurse (RN)"** means a person who is registered in New Zealand as a nurse, holds a current annual practicing certificate and who performs the duties set out in their position description.

**"Enrolled Nurse (EN)"** means a person so designated by the Nursing Council and who holds a current annual practicing certificate and who performs the duties set out in their position description.

**"Household Employee"** means a person who is primarily employed on domestic duties in the Care Home including cleaning, laundry, driver, maintenance officer and sewing and who performs the duties set out in their position description.

## **9. OBLIGATIONS OF THE RELATIONSHIP**

### 9.1. The Employer will:

- a. act as a good Employer in all dealings with the Employee and the Employees representatives;
- b. deal with the Employee and any representative of the Employee in good faith in all aspects of the employment relationship;
- c. take all practicable steps to provide the Employee with a safe and healthy work environment; and
- d. monitor activity against the Ngā Paerewa Health and Disability Services Standard *NZS 8134:2021*.

### 9.2. The Employee will:

- a. comply with all reasonable and lawful instructions provided to them by the Employer;
- b. perform their duties with reasonable skill and diligence;
- c. conduct their duties in the best interest of the Employer and the employment relationship;
- d. deal with the Employer in good faith in all aspects of the employment relationship;
- e. comply with all policies and procedures (including any Codes of Conduct or House Rules) implemented by the Employer from time to time; and
- f. take all practicable steps to perform the job in a way that is safe and healthy for themselves and their fellow Employees.

### 9.3. The parties will ensure that regular consultation occurs when required pursuant to the Act.

## **10. PLACE OF WORK**

- 10.1. The parties agree that the Employee will perform their duties at the Care Home they are employed by.
- 10.2. From time to time, following consultation and agreement with the Employee, the Employer may direct the Employee, to work at any other reasonable location.
- 10.3. Agreement will not be unreasonably withheld by an Employee.

## **11. RIGHT OF ENTRY**

- 11.1. An authorised representative of the Union/s will be entitled to enter any of the Care Homes:
  - a. at reasonable times during any period when any Employee is employed to work; and
  - b. for the purposes related to the employment of Union members and/or the Union/s business.
- 11.2. The parties agree that they wish to have an effective and respectful relationship and work together to ensure this is applied wherever possible.
- 11.3. Union's access rights and responsibilities will continue as per the Act.
- 11.4. Given the nature of the Employer's Care Homes, it is important that a high degree of security and safety is always maintained in the Care Home. It is also important that the Manager (or the Manager's designated representative) is aware of any person who might be visiting the Care Home at any given time.
- 11.5. To maintain these standards, the Union representative will:
  - a. wherever practicable, provide the relevant manager with advance notice of their visit;
  - b. report to the person on duty at Reception upon entry and advise the Manager (or the Manager's designated representative) of their arrival. If the representative is unable, despite reasonable efforts, to find the Manager/designated representative, the representative will leave a written statement stating their name, the union's name, the date, time, and purpose of the entry;
  - c. state the purpose of entry and produce evidence of their identity and authority to represent the union concerned before proceeding further into the premises;
  - d. collect a visitor's identification badge where available from reception

- and wear said badge, throughout the duration of the visit, and return said badge to the receptionist when leaving the Care Home;
- e. enter in a reasonable way, having regard to normal business operations of the Employer; and
- f. comply with existing reasonable requirements and procedures regarding safety, health, and security.

11.6. The following will inform clause 11.2:

- a. When exercising their access rights, union representatives will have regard for the need to respect the rights and privacy of residents and the operational needs of the site. This will include:
  - i. respecting residents' bedrooms as being private;
  - ii. not taking Employees off the floor or away from their normal workstation without the consent and knowledge of the appropriate Manager, such consent will not be unreasonably withheld; and
  - iii. in accordance with the rights contained in the Act, if it is necessary to meet with Employees or members on a collective basis, this will be organised in advance with the appropriate Manager.

## **12. UNION DELEGATES**

- 12.1. The Employer will recognise the delegate(s) who are elected by the Employees and endorsed by the Unions as the representatives of the Unions.
- 12.2. Delegates will involve management at an early stage in the case of problems or disputes brought to the delegate's attention, which needs to be resolved.
- 12.3. Any Union delegate will be allowed reasonable time to conduct Union-related business at the premises, at which they are employed. However, the Employee has a responsibility to ensure that such time taken is not excessive and enables the Employer's operations to continue.

## **13. DEDUCTION OF UNION SUBSCRIPTIONS**

- 13.1. Pursuant to section 55 of the Act, the Employer will deduct union fees from the wages of Employees who are members of the Union partyed to this Agreement and who have authorised such deductions in writing. The Employer will remit such deductions to the Union with a list of Employees for whom deductions have been made.
- 13.2. Remittance will be at fortnightly intervals as per the Care Home payroll run.

## **14. EMPLOYMENT RELATIONS EDUCATION LEAVE**

- 14.1. The Employer will grant paid employment relations education leave to eligible Employees based on the formulae set out in Part 7 of the Act.
- 14.2. The parties agree that only Union members are eligible to participate in employment relations education provided by their Unions.
- 14.3. Calculation of the employment relations education leave entitlement per year is based on the number of FTE eligible Employees as at the start date of the Agreement i.e. *any union member who works 30 hours or more per week = 1 FTE, any union member who works less than 30 hours per week = 0.5 FTE.*
- 14.4. As of the 31st of March, each year the Unions will notify the Employer of the:
  - a. maximum number of employment relations education leave days; and
  - b. details of the calculation.
- 14.5. Employees who have been allocated employment relations education leave by the Unions will advise the Employer as soon as possible and no later than 14 days before the first day of leave.
- 14.6. The Employer will not refuse an eligible Employee taking employment relations education leave unless taking the leave on the dates notified would unreasonably disturb the Employer's business.

## **15. EMPLOYEE MEETINGS**

- 15.1. Pursuant to section 26 of the Act, every union member employed by the Employer, will, in each calendar year be entitled to 2 union meetings of a reasonable duration, without loss of ordinary pay, if each of the following conditions are fulfilled:
  - a. fourteen days' notice of the date and time of any union meeting will be given;
  - b. work will resume as soon as practicable after the finish of the meeting;
  - c. only union members attending the meeting will be entitled to payment. The Union will supply the Employer with a list of union members attending and will advise the Employer of the time the meeting finished; and
  - d. to enable essential care and services to continue it may be necessary for some members to remain on site during the meeting to ensure that the residents' safety and care is maintained.

NOTE: The provisions contained in this clause are inclusive of and not in addition to the provisions of section 26 of the Act.

## **16. TYPES OF EMPLOYMENT**

- 16.1. Employees may be engaged as either full time, part time, casual or fixed term.
- 16.2. Full time Employees are employed as permanent Employees to work a guaranteed minimum of 32 hours or more per week over the roster cycle, as detailed in their individual letter.
- 16.3. Part time Employees are employed as permanent Employees to work a guaranteed minimum of less than 32 hours per week over the roster cycle, as detailed in their individual letter.
- 16.4. Casual Employees are engaged to work on an as-needed, short term, irregular basis and are not entitled to any guaranteed minimum number of hours to be worked in any period. There is no obligation on the part of the casual employee to accept work offered.
- 16.5. A Fixed term Employee is engaged for a specified period of employment, e.g. *x months from y date to z date or for a specific event or for a specified project*. Fixed term employment agreements will only be used to cover specific situations of a temporary nature such as:
  - a. to fill a position where the incumbent is on leave (sabbatical, parental, etc.); and
  - b. where there is a project/task with funding for a specific duration.
- 16.6. An Employee engaged part time, fixed term or casual will be entitled to the same rights and benefits as a full time Employee, except as otherwise stated in this Agreement. Fixed term employment agreements will not be used to deny Employee's security of employment.

## **17. DUTIES**

- 17.1. The duties of the positions specified within cl 3.1 of this Agreement are set out in the Employee's position description.
- 17.2. These duties may be modified or updated by the Employer from time to time.
- 17.3. The Employee agrees to perform all other reasonable duties and to comply with reasonable instructions issued by the Employer provided that the Employee will not be directed to work in an area or position outside of their skills, competencies, or qualifications.
- 17.4. Changes to position descriptions other than those necessitated by compliance requirements will be first discussed with affected Employees.

## 18. WAGES

- 18.1. The Employee will be paid at the agreed hourly rate which will not be less than the rates specified in this Agreement. The hourly rate will be payable for all hours worked by the Employee, except in other circumstances provided by this Agreement.
- 18.2. Remuneration will be paid fortnightly and direct credited into a bank account nominated by the Employee.
- 18.3. The following rates will be paid from the first full pay period on or before 01 July 2023.

### Pay Equity Settlement rates for Caregivers, Physio Assistants and Activity workers

- 18.4. **Existing employees** as of 30th June 2017 will continue to move up the levels on service **as well** as by achieving qualifications and will receive the highest rate for either service or qualification.
- 18.5. However, existing Employees who reach 12 years' service after 1 July 2017, but who do not hold a level 4 qualification, will move on to rate Level 4a, **NOT** the higher level 4b rate:

Length of Service	Qualification	Pay Band	30 June 2023	01 July 2023
<3 years' service OR	Level 0*	L0	\$22.70	23.38
3+ to 8 years' service OR	Level 2*	L2	\$24.06	24.78
8+ to 12 years' service OR	Level 3*	L3	\$26.16	\$26.94
12+ years' service OR	Level 4*	L4a **	\$27.20	\$28.02
		L4b	\$28.25	\$29.10

\*"Qualifications" are those recognised by NZQA or equivalent for the purposes of the Pay Equity Settlement.

\*\* Level 4a (see above) applies to existing Employees who reach 12+ years' service AFTER 1<sup>st</sup> July 2017, who DO NOT have a Level 4 qualification.

- 18.6. For employees **who joined the Employer from the 1<sup>st</sup> of July 2017 onwards**, these rates will apply and be based **ONLY** on Qualifications Levels, not services:

Qualification	Pay Band	30 June 2023	01 July 2023
Level 0*	L0	\$22.70	\$23.38
Level 2*	L2	\$24.06	\$24.78
Level 3*	L3	\$26.16	\$26.94
Level 4*	L4b	\$28.25	\$29.10

\*"Qualifications" are those recognised by NZQA or equivalent for the purposes of the Pay Equity Settlement.

**Household: Including, Cleaning, Laundry, Kitchen Assistants, Maintenance, Gardeners, and Drivers**

**From 01 July 2023**

<b>Step</b>	<b>0-3 years</b>	<b>3-8 years</b>	<b>8-12 years</b>	<b>12+ years</b>
1	\$23.77	\$23.88	\$24.00	\$24.22
2	\$24.00	\$24.22	\$24.44	\$24.67
3	\$24.44 - \$26.93	\$24.67 - \$27.22	\$24.89 - \$27.51	\$25.12 - \$27.81

**18.7. Household Scale translation based on Length of Service:**

Recognition of length of service over 3 years will be effective from 1 October 2018, as per the above bands.

**Cooks**

<b>Step</b>	<b>Agreed updated rates effective 1 July 2023, for the purpose of obtaining appropriate relativity to Kitchen Assistants</b>	<b>1 July 2023 (4.5%)</b>
1	\$23.30	\$24.35
2	\$23.76	\$24.83
3	\$26.08	\$27.26
4	\$26.51	\$27.70
Progression	\$27.00 - \$29.27	\$28.22 - \$30.59

**Administrative Support**

<b>Step</b>	<b>1 July 2023</b>
Entry	\$23.77 - \$26.42
Proficient	\$27.43 - \$27.70
Merit	\$27.81 - \$28.37

**Finance and Office Administrators**

<b>Step</b>	<b>1 July 2023</b>
Entry	\$25.82 - \$27.73
Proficient	\$27.15 - \$31.04
Merit	\$30.99 - \$34.88

**Enrolled Nurses (ENs)**

18.8. Appointment to the wages step will be based on relevant years of nursing experience e.g., an EN with 2 years of relevant nursing experience will be appointed to Step 3.

<b>Step</b>	<b>1 July 2023</b>
EN1	\$33.56
EN2	\$36.04
EN3	\$37.18
PDRP: Proficient	\$1750.00 per annum*
Accomplished	\$2000.00 per annum*

*\*Attached to regular pay in increments*

### **Registered Nurses (RNs)**

18.9. Appointment to the wages step will be based on relevant years of nursing experience e.g., an RN with 3 years of relevant nursing experience will be appointed to Step 4.

<b>Step</b>	<b>1 July 2023</b>
RN1	\$34.84
RN2	\$37.56
RN3	\$39.78
RN4	\$41.92
RN5	\$46.37
RN6	\$47.70
RN7	\$49.07
PDRP: Proficient	\$2,500.00 per annum*
Expert	\$3,000.00 per annum*

*\*Attached to regular pay in increments*

18.10. If an error caused by either the Employer or the Employee occurs in the calculation of the wage of an Employee which results in an underpayment:

- a. the deficit will be paid to that Employee no later than two working days after the Employee brings the matter to the attention of the Employer; or
- b. where the underpayment is \$ 30.00 gross or less, by the next pay period, unless the Employee requests the payment to be remedied more urgently.

18.11. Deductions may be made from wages for work time lost through the Employee's sickness (other than as provided for in this Agreement), accident, default, leave without pay, or for any other debt or money owing to the Employer following consultation with the employee.

18.12. In the event of a payment of wages made in error to the Employee, the Employer and Employee will agree on reasonable repayments by deduction from wages, except upon termination where any remaining incorrect payment may be recovered in full from any monies owed by the Employer to the Employee.

18.13. Where agreement cannot be reached following discussion, the Employer may deduct the incorrect payment either in full or by way of installments provided 5 working days' notice is provided and that any single deduction will not exceed 5% of net pay.

18.14. Unless otherwise agreed (or if impracticable to do so) upon termination of employment, an Employee will be paid all entitlements on the day of departure, or within two office working days if the day of departure is on the weekend. This subclause will not apply to Employees who resign without giving the appropriate notice or abandon their employment. Such Employees will be paid their final pay on the next pay day.

## **19. PROGRESS STEPS**

19.1. Progress Steps are only available for Employees in the following roles:

- a. Cook/Chef
- b. Finance and Office Administrator
- c. Administrative Support
- d. Household

19.2. The Employer encourages its Employees to pursue excellence and to develop themselves in their chosen careers. The Progress Steps are an acknowledgement of this effort and their achievement.

19.3. Upon starting with the Employer, the Care Home Manager will determine the relevant step to place the Employee on, by using the relevant "Progress Steps Assessment Tool", which contains a checklist of competencies and skills required for each of the steps. Each list consists of a combination of compulsory and optional criteria.

19.4. While further progression is not compulsory, the Employee is encouraged and fully supported to at least ensure that the agreed standards for their current level are maintained. Please refer to the Bupa Care Services Progress Steps Policy and Procedure manual for further details. The Progress Steps Policy also details the appeal process, should Employees believe they have a grievance with the assessment of their Progress Steps.

### **Household Progression**

19.5. Household Progression for Cleaning, Laundry, Kitchen Assistants, Maintenance, Gardeners and Drivers will occur in accordance with Schedule D.

19.6. Progression through the steps is a partnership; the Employer will proactively support Employees to progress through the steps, and Employees must proactively support their own progression by demonstration of the necessary criteria and/or attainment of qualification.

19.7. For those Employees who wish to progress and meet the requisite requirements set out by Schedule D, progression from step 1 to step 2 will ideally occur within two years of commencement, and from step 2 to step 3 within five years of commencement. The parties agree that movement at the earliest opportunity is preferred.

## 20. OVERTIME AND PENAL RATES

20.1. The following rates do not apply to those Employees who have chosen to retain their existing conditions, as set out in Schedule A, around these areas.

OVERTIME OR PENAL	RATES
Approved overtime	T1.25 for each hour worked over 80 hours per fortnight
Midnight Friday-midnight Sunday (for all employees apart from Caregivers, Activities/Recreation Officers and Physiotherapy Assistants)	19% times the applicable hourly rate
Midnight Friday – midnight Sunday (for Enrolled Nurses and Registered Nurses only)	35% times the applicable hourly rate
Midnight Friday-midnight Sunday (for Caregivers, Activities/Recreation Officers and Physiotherapy Assistants)	\$3.60 per hour*
Night Duty: the entire night rate will be payable for any rostered shift in which the majority of duty is worked between 11.30pm and 5.00am.	\$8 per shift
<i>The three allowances mentioned above are cumulative.</i>	

*\*Caregivers, Activities/Recreation Officers and Physiotherapy Assistants whose weekend rate (Midnight Friday-midnight Sunday) entitlement under the Care and Support Worker (Pay Equity) Settlement Act 2017 is greater than \$3.60 per hour will continue to be paid at that higher rate.*

### Duty Leader Allowance

20.2. A Duty Leader Allowance, of \$2.00 per hour, is payable for RNs, ENs and Senior Caregiver Employees for each hour of an eligible shift where they are acting in the capacity of team leader/duty leader for a Care Home when there is no Unit Coordinator (UC), Clinical Nurse Manager (CNM) or Care Home Manager (CHM) on site.

20.3. Eligible shifts include morning and afternoon shifts on the weekend or public holidays.

## **21. REMUNERATION REVIEWS**

- 21.1. Employees are only entitled to one base wage rise in any annual financial period. Progression through the Progress Steps is independent and can be in addition to the annual wage rise. In the situation of an Employee who transferred from an Individual Agreement to the Collective Agreement during the current financial year (July 1, 2023, to June 30, 2024), that Employee would not receive an additional wage increase solely by virtue of that change. Other situations that arise will be resolved by agreement.
- 21.2. For some non-clinical Care Home based Employees, the starting salary and progression to the next remuneration step will be subject to them meeting the criteria as per the Progression Steps guidelines for their role.
- 21.3. RN progression through steps 1-6 will be by annual increments at anniversary date, subject to satisfactory performance which will be assumed to be the case unless the Employee is otherwise advised.
- 21.4. Progression to Step 7 will be after five years' service for employees who:
  - a. have PDRP; or
  - b. hold and actively participate in one of the following roles:
    - i. Infection Control
    - ii. Manual Handling
    - iii. Restraint
    - iv. Health and Safety
    - v. Assessor
- 21.5. For the avoidance of doubt, where an Employee holds PDRP they are also entitled to receive the PDRP allowance at Step 7. Where an employee ceases to be actively involved in one of the above roles, they will have a period of 12 months to get their PDRP. Failure to achieve this within the 12-month period, will see them revert to Step 6.
- 21.6. EN progression through steps 1-3 will be by annual increments at anniversary date, subject to satisfactory performance, which will be assumed to be the case unless the Employee is otherwise advised.
- 21.7. For all other permanent part-time and fixed-term Employees, remuneration will be reviewed subject to a satisfactory performance appraisal.

## **22. HOURS OF WORK**

- 22.1. It is the intention of the Employer to provide certainty of hours, as well as to maximise core hours where possible and sustainable.
- 22.2. For full-time Employees, minimum guaranteed core hours of work will be no less than an average of 32 hours per week over the roster cycle.

- 22.3. For part-time employees, minimum guaranteed core hours of work will be less than 32 hours per week over the roster cycle.
- 22.4. Guaranteed core hours for all permanent and fixed term employees will be recorded in writing and a copy provided to the Employee. Any variations to minimum guaranteed core hours will be agreed by both parties and confirmed in writing. Such agreement will not be unreasonably withheld by either party.

## **23. ROSTERING**

- 23.1. Both parties acknowledge that the nature of the Employer's business is such that the Employee will be rostered on shifts covering a 24-hour, seven-day period. The Employer may roster on a rotating basis.
- 23.2. The Employer cannot guarantee that the Employee will work only on a particular shift/s or in a particular area within the Care Home.
- 23.3. Notwithstanding that the Employee may be habitually rostered to a particular shift, both parties acknowledge that the Employer may alter any roster to suit the Employer's business needs, in consultation with the Employee.
- 23.4. A minimum of nine hours will separate rostered shifts, unless by mutual agreement.
- 23.5. Any additional hours of work worked by the Employee (with approval of the Manager) will be paid at the Employee's hourly rate, unless the additional hours worked are more than 80 hours in a fortnight, in which case the Employee will be paid the appropriate overtime rate (see Cl 20).
- 23.6. The nature of the Employer's operations and in particular fluctuations in occupancy can make additional hours available temporarily which are not able to be offered on a permanent basis.
- 23.7. The fact that an Employee may from time to time be rostered (with agreement) to work additional hours or longer hours than specified in that Employee's agreement or arranged with that Employee at the commencement of their employment will not of itself constitute evidence of a permanent variation in the terms of that agreement.
- 23.8. The Employee's hours of work and shifts will be posted 14 days in advance on a roster placed in an accessible position on the premises; less notice may be given in exceptional circumstances. The Employee may change, or exchange shifts only with the express approval of the Employer.
- 23.9. Approval will not be given where a proposed change/exchange would cause the Employee to work consecutive shifts.
- 23.10. Where the number of residents reduces to the extent that a reduction in the

Employee's hours of work is required, the Employer will consult with the Employee before enacting any change.

- 23.11. It is intended that both parties will mutually agree to any changes, but the Employer reserves the right to make the final decision in the event of the parties not being able to agree. At least 14 days' notice of change will be given.
- 23.12. Where occupancy is such that 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 of the effectiveness/efficiency of the Care Home.

## **24. AD-HOC SHIFTS**

- 24.1. Once posted the roster may be altered by mutual agreement to add ad-hoc shifts or to enable Employees to swap shifts or pick up extra shifts.
- 24.2. If ad-hoc shifts added to the roster after it has been posted are cancelled, these are subject to cl 24.3 to 24.8.
- 24.3. Where an Employee has accepted an ad-hoc shift over and above their rostered hours, the Employer reserves the right to cancel that shift should operational requirements change, as outlined below.
- 24.4. Should this occur, the Employer will provide notice of the cancellation of a morning or afternoon shift by 4pm the day before the shift is due to commence and by 10am on the day a night shift is due to commence.
- 24.5. If the Employer provides lesser notice than that specified in cl. 24.4 the following compensation will apply:
  - a. If the employer provides notice of cancellation of a morning or afternoon shift after 4pm the day before the shift is due to commence or after 10am on the day a night shift is due to commence, the Employer will pay the Employee compensation of 75% of the remuneration that the Employee would have received had the shift been worked.
  - b. If the Employer provides notice of the cancellation of a morning, afternoon or night shift with less than 4 hours before the shift is due to commence or if the Employee has not been notified of the cancellation until the Employee arrives ready to work, the Employer will, at the Employer's discretion, require the Employee to complete the shift as arranged or, at the Employer's discretion, will alternatively pay the Employee 100% of the remuneration that the Employee would have received had the Employee worked the shift.
- 24.6. Notice of cancellation will be using the standard method of communication the Employer has used to contact the Employee previously and could be by

phone, voicemail message, email, text or other means of communication.

24.7. The Shift Cancellation clause only applies to shifts added after the roster is posted.

24.8. Shifts may be cancelled under this clause in the following situations:

- c. Where shifts have been added due to an increase in resident numbers or acuity and resident numbers and/or acuity have subsequently reduced.
- d. Where shifts have been added due to planned admissions and those admissions did not occur.
- e. Cover for anticipated Sick Leave or Bereavement Leave absence where the employee returns so that cover is no longer required
- f. Cover for a clinical event or and emergency event, such as Norovirus outbreak or a flood, where the event is managed quicker than initially anticipated

## **25. ADDITIONAL HOURS**

25.1. The Employer and the Employee appreciate that the health, safety, and wellbeing of all residents living and Employees working at the premises requires a consistent and reliable level of cover during work hours.

25.2. The parties agree that the Employer may, for reasons of Employee absence, resident emergencies, and other unforeseen circumstances, request the Employee to work hours other than those rostered. The Employee agrees, where possible, to work those hours and in those areas, where so requested.

25.3. As a general principle and where practicable, when additional hours are available on either a permanent or temporary basis, preference will be given in the first instances to current Employees.

## **26. ON CALL**

26.1. The Employer operates Care Homes in New Zealand that only provides either rest home or dementia level care and at times, does not have an RN on duty (in accordance with the Age-Related Residential Care Agreement)

26.2. The Employer may require an RN employed in these Care Homes to be On Call for agreed rostered periods to support the delivery of clinical services to residents.

26.3. In the interests of health rostering practices, the parties agree that the

allocation of On-Call time should be spread as evenly as practicable amongst those required to provide an On-Call roster and must be authorised by the relevant Operations Manager.

- 26.4. An RN who is instructed to be On-Call during normal off duty hours will be paid an On-Call allowance of \$2.50 per hour, except on Public Holidays when the rate will be \$3.00 per hour.
- 26.5. The On-Call allowance is payable for all hours the RN is rostered On-Call. The On-Call allowance is not paid for the time the RN is required to return to work during rostered On-Call duties.
- 26.6. If an RN is required to return to work while On-Call, the time will be paid at an hourly rate of T1.25, for a minimum of two hours. This will include travel time. For the avoidance of doubt, this time will not attract any overtime or penal rates in addition to payment at T1.25.

## **27. REST AND MEAL BREAKS**

- 27.1. The Employee will be entitled to the following rest and meal breaks if the Employee works:
  - a. 2 hours or more but not more than 4 hours, the Employee is entitled to one paid 10-minute rest break; or
  - b. More than 4 hours but not more than 6 hours, the Employee is entitled to one paid 10-minute rest break and one unpaid 30-minute meal break; or
  - c. More than 6 hours but not more than 8 hours the Employee is entitled to two paid 10-minute rest breaks and one unpaid 30-minute meal break.
- 27.2. If more than an 8-hour period is worked, these requirements automatically extend to cover the additional hours on the same basis. The timing of rest and meal breaks will be as rostered to meet the operational needs of the business, but where reasonable and practicable will be spread evenly throughout the work period.
- 27.3. The exception to this provision is that if the Employee is on the "night" shift, (i.e. a shift in which the majority of duty is worked between 11:30pm and 5am) and is required by the Employer not to leave the premises and/or sleep during meal breaks the Employee will be entitled to a paid meal break of 30 minutes during the shift in place of the unpaid meal break specified above.
- 27.4. The Employer will provide tea, coffee, milk and sugar for rest and meal breaks with no charge to the Employees.
- 27.5. No Employee will be required to work more than six consecutive days

without the Employee's agreement.

- 27.6. All practical steps will be taken to ensure that full-time Employees will normally work consecutive shifts and have two consecutive days off.

## **28. KIWISAVER**

The Employer will pay 'compulsory employer contributions' of 3% of an employee's gross base rate of pay to an employee's KiwiSaver scheme or complying fund where the employee is under 18 years of age or over 65 years of age.

## **29. ANNUAL LEAVE**

- 29.1. Casual employees will receive annual holiday pay at 8% of their gross earnings in lieu of the four-week annual leave entitlement at cl 29.2.
- 29.2. An employee is entitled to four weeks annual leave on the completion of one year of continuous service from date of commencement, in accordance with the *Holidays Act 2003*.
- 29.3. Annual leave will be taken at a mutually agreed time, with consideration given to the operational requirements of the Employer's business and the Employee's circumstances.
- 29.4. In the absence of such agreement or to prevent accumulation, the Employer may require the Employee to take their annual holidays provided no less than 14 days' notice is given pursuant to the *Holidays Act 2003*.
- 29.5. The Employee is strongly encouraged to take annual leave in the year in which it accrues. Employees may carry over annual leave into the following year only with the Employer's express approval.
- 29.6. Pursuant to the *Holidays Act 2003* the Employer may allow an Employee to take an agreed portion of the Employee's annual holiday entitlement in advance.
- 29.7. An Employee taking anticipated leave under clause 29.6 and who leaves their employment prior to entitlement of annual holidays will repay on termination any excess monies paid above the entitlement.
- 29.8. The Employer agrees that a minimum of 4 weeks paid annual leave per 12 months of service is essential for the rest and recreation needs of all Employees.
- 29.9. The Employer will not accept requests to pay out 1 week of the 4-week annual leave entitlement from Employees unless the Employee establishes exceptional circumstances that require them to have 1 week

of their annual leave entitlement paid out. In every case, no payment for a proposed leave sale will be made unless the requirements for paying out annual leave have been met.

### **30. STATUTORY HOLIDAYS**

30.1. Pursuant to the *Holidays Act 2003*, Employees will be granted the following twelve days as holidays if the holidays fall on days that would otherwise be working days for the Employee:

New Year's Day	Second of January
Good Friday	Easter Monday
Sovereign's Birthday	Labour Day
Christmas Day	Boxing Day
Provincial Anniversary Day	Anzac Day
Waitangi Day	
Matariki	

30.2. Due to the need to maintain its service to residents, the Employer will be entitled to require Employees to work on a statutory holiday. The Employees agree to be available to work on any statutory holiday if requested.

30.3. Where such a day is worked, Employees will be paid at times one and a half their hourly rate for the time so worked.

30.4. Where the holiday would otherwise have been a working day for the Employee, the Employee will also receive an alternative paid holiday at a later date, the timing of which is to be determined by agreement between the Employer and the Employee or in the absence of agreement according to the *Holidays Act 2003*.

30.5. Should any Christmas, ANZAC, Waitangi and New Year holidays fall on Saturdays or Sundays in any particular year, such holidays will be observed in accordance with section 45 and section 45A of the *Holidays Act 2003*.  
*NOTE: This prescribes whether the holiday will be observed on the actual day, be it Saturday or Sunday, or transferred to the next Monday or Tuesday depending on whether the actual day is a normal working day for the Employee.*

30.6. All other public holidays are celebrated on the day on which they fall.

### **31. PARENTAL LEAVE**

31.1. The provisions of the *Parental Leave and Employment Protection Act 1987* and its subsequent amendments will apply to Employees covered by this Agreement.

- 31.2. In addition to the provisions of the *Parental Leave and Employment Protection Act 1987*, permanent full-time and part-time Employees covered by this Agreement who have the responsibility for care of a newborn or newly adopted child, are entitled to the benefit of 12 weeks (or 24 weeks at half pay) gender equal paid parental leave at their base rate of pay (in accordance and subject to meeting the eligibility criteria in the Parental Leave Standard NZ).

## **32. BEREAVEMENT LEAVE**

- 32.1. Employees are eligible for bereavement leave from commencement of employment. The entitlements are those outlined in the *Holidays Act 2003*.
- 32.2. All Employees will be entitled to three days' bereavement leave in the following circumstances:
- a. on the death of their immediate family (spouse or partner, parent, step-parent, child, step-child, brother, sister, grandparent, grandchild or spouse's or partner's parent);
  - b. on the end of the employee's pregnancy by way of miscarriage or stillbirth; or
  - c. on the end of another person's pregnancy by way of miscarriage or stillbirth and the employee:
    - i. is the person's spouse or partner
    - ii. is the person's former spouse or partner and would have been a biological parent of a child born because of the pregnancy
    - iii. had undertaken to be the primary carer of a child born as a result of the pregnancy (e.g. through a formal adoption or a Whangai arrangement); or
    - iv. is the partner of a person who had undertaken to be the primary carer of a child born as a result of the pregnancy.
- 29.3 One day's bereavement leave will be allowed on the death of any person, other than those referred to above, where the employer accepts that the Employee has suffered a bereavement as a result of the death, having regard to factors such as the closeness of the association between the Employee and the deceased person, whether the Employee has to take significant responsibility for all or any of the arrangements for ceremonies related to the death or any cultural responsibilities of the Employee in relation to the death.

## **33. SICK LEAVE**

- 33.1. Casual Employees are entitled to sick leave in accordance with section 63 1 (b) of the *Holidays Act 2003*.

33.2. An Employee covered by this Agreement, other than a casual Employee, will be credited the following amounts of paid sick leave based on their period of continuous service:

**a. Union members**

<b>Period of continuous service</b>	<b>Days</b>
Commencement	2 days
6 months	An additional 10 days
18 months	An additional 11 days
Each 12-month anniversary following 18 months service	An additional 11 days

**b. Non-Union members**

<b>Period of continuous service</b>	<b>Days</b>
Commencement	2 days
6 months	An additional 10 days
18 months	An additional 10 days
Each 12-month anniversary following 18 months service	An additional 10 days

33.3. Sick leave may be taken where an Employee is:

- a. sick or injured;
- b. if their spouse/partner is sick or injured; or
- c. if a dependent for whom they provide care is sick or injured.

33.4. Employees are not required to take steps to ensure another Employee is able to cover the shift being vacated.

33.5. Employees are required to follow the Employer's process in contacting the responsible Manager to notify of the need to access sick leave.

- 33.6. The Employee may carry over unused sick leave of up to 45 days entitlement into the next period of entitlement.
- 33.7. Where an Employee's sick leave entitlement is exhausted, the Employee may make an application for up to 10 days discretionary leave per annum.
- 33.8. An application for discretionary leave will be assessed on a case-by-case basis in the quickest time possible, and may be approved at the Employer's discretion, considering the following:
- a. the Employee's length of service;
  - b. the Employee's attendance record;
  - c. the consequences of not providing the leave; and
  - d. any unusual and/or extenuating circumstances.
- 33.9. If requested by the Employee, reasons for refusal will be provided in writing.
- 33.10. Where an Employee has used their sick leave entitlement, they may use annual leave or lieu days, up to a maximum of 5 days per annum (collectively).
- 33.11. In exceptional circumstances, additional annual leave to cover sick leave may be approved upon request. This does not prevent the Employer from addressing concerns regarding short-term absences of sick leave as per cl 33.15 or where the employee is unable to perform the full duties of their position as per cl 44.
- 33.12. If an Employee wishes to take sick leave, they will give the Employer as much prior notice as practicable with no less than a minimum of 4 hours' notice before the Employee is due to start work, of their absence on sick leave.
- 33.13. The Employer may require a medical certificate from the Employee where the sickness is for a period of three or more consecutive calendar days', whether they are working days or not.
- 33.14. Pursuant to the *Holidays Act 2003* the Employer may require proof of sickness or injury within 3 consecutive calendar days if the Employer:
- a. has reasonable grounds to suspect that the sick leave being taken by the Employee is not genuine because none of the grounds in section 65(1) of the *Holidays Act 2003* are met;
  - b. informs the Employee, as early as possible after forming the suspicion that the sick leave being taken is not genuine, that the proof is required; and
  - c. agrees to meet the Employee's reasonable expenses in obtaining the proof.

- 33.15. Where an Employee demonstrates a pattern of short-term absences of sick leave, the Employer may review that Employee's absences. Where the performance of the Employee in relation to sick leave is unsatisfactory, the Employer may require a medical certificate stating the justification for the absence.
- 33.16. Where a medical certificate is requested by the Employer in accordance with cl 33.13, 33.14 or 33.15, the certificate must state that the Employee has been examined by the medical practitioner and is, in the doctor's opinion, unfit for work.
- 33.17. Pursuant to the *Holidays Act 2003* an Employee is not entitled to be paid any sick leave that has not been taken before the date on which their employment ends.

### **34. LONG SERVICE LEAVE**

- 34.1. A Full Time Employee who works 32 hours or more per week, is covered by this Agreement, and has worked continuous years of service as detailed below, will be entitled to long service leave:

10 years completed service	One off entitlement of an additional one weeks' leave
15 years completed service	One off entitlement of an additional two weeks' leave
20 years completed service	One off entitlement of an additional three weeks' leave
25 years completed service	One off entitlement of an additional four weeks' leave.

- 34.2. A Part Time Employee, who is covered by this Agreement, and who has worked continuous years of service as set out in cl 34.1 will be entitled to long service leave on a pro rata basis.
- 34.3. All Long Service Leave taken under cl 34.1 or 34.2 will be paid for at ordinary weekly pay or average weekly earnings as that term is defined in the *Holidays Act 2003* and will be taken at a time or times as agreed between the Employer and Employee concerned. For Part Time Employees this payment will be pro-rated.
- 34.4. Long Service Leave is to be taken in minimum blocks of 1 week.
- 34.5. Long Service Leave entitlements should be taken before the Employee's next Long Service Leave entitlement becomes due, as it will otherwise expire. It is therefore advisable for Employees to take Long Service Leave ahead of Annual Leave.
- 34.6. An Employee who has become entitled to long service leave and

who then leaves their employment prior to the taking of the leave will be entitled to payment in lieu thereof.

### **35. FAMILY AND DOMESTIC VIOLENCE LEAVE**

- 35.1. Employees covered by this Agreement are entitled to:
- a. Full-time and part-time employees: 20 days paid leave per annum
  - b. Casual employees: 20 paid days per annum for shifts they were scheduled to work
- 35.2. The Employer's Family and Domestic Violence Leave does not accrue and is not paid out on termination. Further information is set out in the Bupa Standard: It's Ok to Take Leave, including definitions.

### **36. CULTURAL LEAVE**

- 36.1. Māori employees will be entitled to paid leave of up to 3 days per annum for the purpose of attending Māori Hui such as:
- a. Land court hearings concerning land issues of the staff members iwi
  - b. *Marae* working bees of an obligatory nature
  - c. *Hui Raupatu* (*Hui* regarding land claims)
  - d. *Hura kohatu* (unveiling)
  - e. *Iwi* committee elections.
- 36.2. No employee is entitled to more than paid leave of 3 days for Cultural Leave per annum.

### **37. JURY SERVICE**

- 37.1. The parties to 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.
- 37.2. An Employee called for jury service will advise the Employer as soon as practicable so that options can be discussed.
- 37.3. However, if leave of the Court is not granted, the Employee will be granted paid jury service leave of up to a maximum of 5 days.
- 37.4. The Employee will return to work at any time they are not required by the Court.
- 37.5. Where an Employee receives payment from the Court for Jury Service duties, the Employee will pass the payment received for the first 5

days to the Employer. However, should the payment received exceed the amount that the Employee is paid by the Employer for that period, then the Employee may retain the difference.

### **38. SECTOR ADVOCACY LEAVE**

- 38.1. Employees covered by this Agreement will be provided with reasonable paid time off to advocate for sector matters that are deemed to be of mutual benefit and interest to the parties.
- 38.2. An Employee must provide at least 14 days' written notice of their request to access paid sector advocacy leave.
- 38.3. No more than two Employees per worksite may use this leave at any one time.

### **39. HEALTH AND SAFETY**

- 39.1. The parties to this Agreement are committed to the safe operation of all plant and equipment on site, to safe working conditions and to the good health of all Employees. The parties will comply with the requirements of the Health and Safety at Work Act 2015 and its amendments.
- 39.2. The Employer and Employees will do everything they can to make and keep the working environment safe for residents, visitors and Employees.
- 39.3. Unauthorised or irresponsible use of any safety equipment may also be considered serious misconduct.
- 39.4. Employees are expected to notify any damage or loss of equipment to the Employer immediately.
- 39.5. All work-related accidents, injuries, fatigue or stress symptoms are to be reported immediately to the Employer to allow the Employer to identify hazards and to take all reasonably practicable steps to eliminate, isolate or minimise any ongoing risks to residents, visitors and Employees.
- 39.6. The Employer will reimburse employees for all transport costs incurred by the Employee where a work-related accident necessitates immediate removal to a hospital or medical practitioner for medical attention, and then to their residence from the hospital or medical practitioner. Any other expenses incurred by the Employee in the course of seeking medical attention for the work-related injury will be considered for reimbursement by The Employer on a case-by-case basis.
- 39.7. Where an Employee is incapacitated as a result of a work-related accident, and that Employee is on earnings related compensation, The Employer agrees to supplement the Employee's compensation by 20% of base rate of pay during the period of incapacitation and this is debited

against the employees sick leave where the employee agrees to and maintains where practicable, a rehabilitation plan.

#### **40. ALTERNATIVE DUTIES**

Where the Employee is, due to sickness or injury, unable to perform the duties of the position, the Employer in consultation with the Employee and/or ACC where appropriate, may require the Employee to perform reasonable alternative duties.

#### **41. UNIFORMS**

- 41.1. Employees are required to adhere to the the Employer Care Services Dress Code (Dress Code Policy). This clause is to be read in conjunction with the Dress Code Policy, outlining the required standards, which may be changed by the Employer from time to time as operational requirements dictate.
- 41.2. Employees in the Laundry, Kitchen and Cleaning departments shall either be provided with suitable footwear or given a voucher to allow them to purchase suitable footwear from designated footwear providers within agreed footwear ranges. Footwear must be suitable, comfortable and fit for purpose. The parties agree that suitable footwear is not expected to cost more than \$180 net per pair. Footwear shall remain the property of the employer and shall be replaced on a fair wear and tear basis, no more frequently than annually. Footwear shall be handed in on being supplied with a replacement, on termination of employment or at such other time as the employer may require.

#### **42. AMENITIES**

- 42.1. The Employer will provide secure storage for Employees' personal belongings.
- 42.2. Where lockers are made available, no Employee will be required to share a locker with another Employee working on the same shift unless mutually agreed.
- 42.3. If keys are lost by an Employee, the Employer may charge an Employee for keys.
- 42.4. An employee, at the completion of their shift, is to clear the secure storage provided by the Employer.
- 42.5. The Employees will comply with the Smoke Free Environments Act.

#### **43. TERMINATION OF EMPLOYMENT**

- 43.1. Except as provided elsewhere in this Agreement, the employment relationship between Employees and the Employer may be terminated if the following occurs:

- a. in the case of registered nurses, enrolled nurses, administration employees, or cooks/chefs, by either party giving four weeks written notice;
  - b. in the case of caregivers, household Employees, kitchen hands, gardeners, maintenance workers, physiotherapy assistants and activities/recreation officers, by either party giving two weeks written notice;
  - c. in the case of casual Employees by either party giving one day's written notice;
- 43.2. the relevant period of notice may be reduced by written agreement between the Employer and Employee.
  - 43.3. Where the full notice is not given, payment equivalent to the unexpired period of notice will be paid or forfeited given the circumstances.
  - 43.4. The Employer may terminate the Employee without notice, in the case of substantiated serious misconduct.
  - 43.5. The Employer may elect to pay the Employee wages in lieu of all or part of the notice period. Where this is done, this will not constitute dismissal.

#### **44. SUSPENSION**

If the Employer wishes to investigate any alleged serious misconduct, the Employer may suspend the Employee on pay while the investigation is carried out.

#### **45. ABANDONMENT OF EMPLOYMENT**

- 45.1. Except in the case of casual Employees, where an Employee is absent from work for a continuous period of three rostered shifts:
  - a. without the consent of the Employer;
  - b. without proper notification to the Employer; and
  - c. without good cause

the Employee will be deemed to have terminated their employment without notice.

- 45.2. In the case of a casual Employee, the period of absence constituting abandonment will be one arranged work shift instead of three.

#### **46. TERMINATION ON HEALTH GROUNDS**

- 46.1. Where the Employer believes that the Employee is unable to perform the full duties of their position in an efficient manner, which will ensure the

continued health, safety and wellbeing of the residents and other Employees, by reason of mental or physical disability, then the Employer may terminate employment on health grounds.

- 46.2. Before taking action under this clause, the Employer will be entitled to require the Employee to undergo, at the Employer's expense, a medical examination by an appropriate registered medical practitioner nominated by the Employer.
- 46.3. The Employee agrees that the relevant results of such examination will be made available to the Employer and agrees that the medical practitioner is authorised to provide the information directly to the Employer, at the same time as providing information to the Employee.
- 46.4. If the Employer is unable to accommodate the Employee's disability after reasonable efforts, employment will be terminated with notice in accordance with cl 43 of this Agreement.
- 46.5. In the case of casual Employees, a casual Employee who is unable to perform their duties safely or efficiently due to mental or physical disability will not be retained on a list of casual Employees or called in to work.

## **47. CONSULTATION**

- 47.1. The parties to this agreement recognise that the Employer has the right to manage, organise and make final decisions on the operations and policies of their facilities.
- 47.2. The Employer recognises that the Parties to this agreement have a mutual interest in ensuring an effective and efficient workplace, that all Parties to this agreement have an important contribution to make to achieve this goal, and that employees should participate in the management of change through an effective consultation process.
- 47.3. The Employer will advise and consult any affected employees and their representatives where the Employer proposes change which may result in significant changes to either the structure, staffing levels or work practices.
- 47.4. The Employer will provide relevant information to enable the parties consulted to develop an informed response
- 47.5. The Employer will allow an appropriate period of time relevant to the complexity of the matter consulted upon but no shorter than one working week, to enable the parties consulted to access the information and provide an informed response.
- 47.6. The Employer will enter consultation with an open mind and will give genuine consideration to the matters raised in any response made by

the affected employees or their representatives. While there will an attempt to reach agreement, the final decision will be the responsibility of the Employer.

#### **48. REDUNDANCY**

- 48.1. In the event of redundancy, affected permanent Employees will be entitled to four (4) weeks' notice of the termination of their employment and two (2) weeks' salary for each completed year of service with the employer (and, if applicable, its predecessors) up to a maximum of three (3) months' salary. This is a full and final settlement which will be instead of and not be in addition to the notice provided under cl 43.
- 48.2. The Employer is not required to pay the redundancy entitlement where a suitable alternative role has been offered to an Employee, whether that Employee accepts the suitable alternative role or not.
- 48.3. The Employer may elect to pay in lieu part or all of the notice period.
- 48.4. Casual and temporary Employees are entitled to the notice provided in clause 43 instead of the notice provided in this clause.
- 48.5. **Employee Protection Provision:**

Where the Employer is contracting out, selling or transferring all or part of the business, including the part of the business where permanent Employees covered by this Agreement are employed, the following provisions will apply in addition to the provisions in clauses 47.1:

- a. The Employees and Unions will be consulted about any proposal to sell all or part of the business or to contract out or transfer work before a final decision is made.
- b. If the Employer decides to proceed with the proposed restructure, it will negotiate with the new contractor/service provider with a view to have the new employer offer the affected permanent Employees employment on the same or similar terms and conditions and recognise service as continuous.
- c. The permanent Employees will be advised of timeframes for such negotiation, and for the acceptance of any offer of employment or of any application and interview process, as soon as possible.
- d. Affected permanent Employees are entitled to choose whether to accept employment with the contractor/service provider.
- e. If the contractor/service provider offers a permanent Employee employment in terms of subclause (b) above, no redundancy situation will arise, whether or not the Employee chooses to accept the offer of employment.

- f. In the event that the contractor/service provider is not prepared to offer a permanent Employee employment in terms of subclause (b) above, or offers employment on lesser terms and conditions and/or without recognition of the Employee's service, the Employee will receive notice of termination as specified in sub clause 47.1.
- g. In the case of a casual or temporary Employee, the Employer will keep the casual or temporary Employee informed of developments and discuss with the potential new employer whether casual or temporary employees will be taken on by the potential new employer. A casual or Updated clause number due to numbering changes employment with a potential new employer as is any other Employee.
- h. In the case of an Employee who falls into one of the "specified categories of Employees" Part 6A of the Act, the provisions in Part 6A of the Act will apply instead of the provisions in this sub-clause.

#### **49. EMPLOYEE EDUCATION**

- 49.1. The parties acknowledge that ongoing education and training are important for the Employees, residents, and the Employer. The Employees are obliged to take reasonable steps to keep abreast and up to date with modern developments in residential care.
- 49.2. The Employer will run a series of in-service training sessions for Employees each year. Where the Employer requires Employees to attend core in-service education, Employees will be paid for their attendance.
- 49.3. The Employer will take all reasonably practicable steps to ensure that care and support workers are able to attain:
  - a. The New Zealand Certificate in Health and Wellbeing level 2 (or equivalent) within the first 12 months of employment; and
  - b. The New Zealand Certificate in Health and Wellbeing level 3 (or equivalent) within the first 3 years of employment; and
  - c. The New Zealand Certificate in Health and Wellbeing level 4 (or equivalent) within the first 4 years of employment.
- 49.4. Support to attain these qualifications will include paying the fees of the Employer agreed training courses and providing access to supervisors and assessors where reasonably practicable.
- 49.5. Where an employee has concerns regarding achievement of the qualification levels set out in cl. 49.3 above, they are able to escalate their concerns to the Clinical Professional Development Lead.
- 49.6. The Employer will grant access to professional development of 32 hours per calendar year for permanent full-time employees (pro-rated to no

less than 12 hours per calendar year for part time employees). This leave is inclusive of all training requirements. Prior approval of the Employer must be obtained each year.

- 49.7. Professional development leave will be granted at the ordinary rate and will not accumulate from one year to the next.
- 49.8. The Employer will pay the course fees of the Employer agreed training courses for all employees and access to assessors as reasonably practicable.

**50. PROFESSIONAL DEVELOPMENT FOR RNs AND ENs**

- 50.1. The employer acknowledges a commitment to supporting the continued safe practice of its workforce and to supporting opportunities for the development of knowledge and skills which will benefit the patient, organisation effectiveness and workforce. The employer provides access to PDRP programmes for Registered and Enrolled Nurses.
- 50.2. Any claim for course fees or course-related expenses must be approved in advance and will be considered on a case-by-case basis
- 50.3. Employees working on preparing a portfolio, obtaining, or maintaining skill levels associated with the Professional Development and Recognition Programme are entitled to additional leave to undertake research or study associated with meeting the PDRP requirements as follows:

<b>Level</b>	<b>Days</b>
Proficient	1 day p.a.
Expert/Accomplished	2 days p.a.

- 50.4. 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-rate allowance provided the employee maintains that level of practice.
- 50.5. The rates of these allowances are as follows:

<b>Level</b>	<b>Rate</b>
RN Expert	\$3,000 p.a.
RN Proficient	\$2,500 p.a.
EN Accomplished	\$2,000 p.a.
EN Proficient	\$1,750 p.a.

- 50.6. All RNs and ENs will be able to progress within the pathway, with all RNs and ENs required to demonstrate competent level of practice. Achievement of expert/proficient (RNs) and accomplished/proficient (ENs) is voluntary.

## **51. EDUCATION FUND**

- 51.1. An Education Fund of \$25,000 will be funded by the Employer and will be available for union members only.
- 51.2. The fund will be available for education and activities which promote leadership, Employee voice and matters of agreed common interest between the unions and the Employer.
- 51.3. Union members may make an application to the fund through the union. The process of application will be determined by the unions.
- 51.4. The successful applications will then be presented to the Bupa Care Services team (NZ), Operations Director; Clinical Service Improvement Director; and People Director for final sign-off.

## **52. EMPLOYER'S PROPERTY**

- 52.1. On or before the date of termination of an Employee's employment, the Employee agrees to return all the Employer's property in his or her possession.
- 52.2. Where an Employee fails or refuses for any reason to return the Employer's property in his or her possession, the Employee agrees that a debt is owed to the Employer and will work with the Employer to determine an appropriate residual value of any outstanding property, which will be deducted from the Employee's final pay.

## **53. CONFIDENTIALITY**

- 53.1. As part of their normal duties, the Employees will have access to confidential information concerning the Employer.
- 53.2. This information may include, but is not limited to:
  - a. business information;
  - b. trade secrets;
  - c. transaction details;
  - d. business
  - e. Employee or client records; and
  - f. other confidential information relating to the Employer, Employees or clients.
- 53.3. An Employee is not permitted to make improper use of, divulge or communicate confidential information to any person either during the

term of this Agreement or at any time after the termination of this Agreement.

53.4. The Employer notes that in exceptional circumstances Employees may be permitted to disclose what would otherwise be confidential information e.g. where the law permits this – Protected Disclosures (Protection of Whistleblowers) Act 2022, Health and Safety at Work Act 2015, Health & Disability proceedings.

53.5. The parties to this Agreement agree that an Employee is best to seek advice from their Union, HR consultant or other representative prior to making any such disclosure.

#### **54. OTHER EMPLOYMENT**

54.1. Employees will not engage in other employment which may interfere with their ability to carry out their duties or impinge on the proper performance of their duties.

54.2. In the event an Employee does engage in other employment, they are encouraged to inform their manager.

54.3. To ensure a match between rosters and Employees' availability a permanent Employee will advise the Employer of any secondary employment.

54.4. Where the Employer has good cause to consider that the secondary employment is contributing to performance issues this will be managed as a disciplinary issue.

#### **55. SOLICITATION OF RESIDENTS**

During employment or within six months of termination of employment, Employees will not actively solicit residents to move to another Care Home.

#### **56. INTELLECTUAL PROPERTY**

56.1. Any material, data or information obtained or created by the Employer or its Employees in the course of their employment for the use of the Employer is the sole and exclusive intellectual property of the Employer.

56.2. Such intellectual property includes but is not limited to:

- a. policy manuals;
- b. service manuals;
- c. quality improvement systems; and

d. other documentation.

- 56.3. The Employees will not, except within the normal scope of their employment duties and with the express consent of the Employer:
- a. remove from the offices of the Employer any such intellectual property in any format including electronic storage, magnetic film, computer files; or
  - b. copy any such intellectual property in whatever format it may be represented or depicted; or
  - c. act in any way which is inconsistent with or in conflict with the rights of the Employer, as owner of such intellectual property.

## **57. MEDIA AND PUBLIC RELATIONS**

- 57.1. Employees are not authorised to speak to the media on behalf of the Employer.
- 57.2. Aside from the Employee's obligation to represent the Employer diligently and appropriately during his or her legitimate duties, the Employee must not represent or attempt to represent the Employer beyond this general capacity, unless expressly authorised by the Employer.

## **58. LICENCES AND QUALIFICATIONS**

- 58.1. It is each Employee's responsibility to obtain and maintain all licenses and qualifying certificates that entitle him or her to legally practice his or her profession with the Employer.
- 58.2. Should an Employee lose any such qualification or license that is required to carry out any part of their designated duties, the Employer has the right to review the Employee's employment with the Employer.
- 58.3. The Employer will reimburse the cost of a practicing certificate as it comes due upon provision of the original invoice for registered nurses and enrolled nurses employed to work as such by the Employer and is required to hold practicing certificates.
- 58.4. Casual Employees are not entitled to reimbursement of a practicing certificate.

## **59. ACCIDENT INSURANCE**

- 59.1. An Employee must notify the Employer within one working day of lodging any claim with the Accident Compensation Corporation ("ACC") unless, this is not possible due to the Employee's injuries or the circumstances of the accident.

59.2. The Employee will provide the Employer with copies of all relevant forms, documentary evidence and medical certificates relating to the Employee's ACC claim, rehabilitation, and continued eligibility for compensation. This information is to be provided in addition to what may be required elsewhere in this Agreement.

## **60. POLICE CHECKING**

60.1. All Employees who work within Bupa Care Services in direct care roles and are over eighteen years of age, will be required to have a New Zealand Police screening check completed as part of the employment process.

## **61. SAVINGS CLAUSE**

61.1. This Agreement recognises and continues any existing conditions that an employee is entitled to under Schedule A and Schedule C of the of the Bupa Care Services (NZ) Limited Collective Agreement 1 July 2018-30 June 2019 (attached as Schedule A and Schedule C in this Agreement).

61.2. Further, nothing in this Agreement will operate to reduce the existing wages, terms, or conditions of any union member covered under this agreement.

## **62. RESOLUTION OF EMPLOYMENT PROBLEMS**

62.1. For the employment relationship to be as successful as possible, it is important that the Employer and Employees deal effectively with any problems that may arise.

62.2. This procedure sets out information on how problems can be raised and worked through:

### **a. What is an employment relationship problem?**

- i. it can be anything that harms or may harm the employment relationship, other than problems relating to negotiating the terms and conditions of employment;
- ii. 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 or Employee organisation);
- iii. a dispute (relating to the interpretation, application or operation of the employment Agreement); or
- iv. any other problem relating to or arising out of an Employee's employment relationship with the Employer except matters relating to the fixing of new terms and conditions of employment.

## **b. Clarify the problem**

- i. If either the Employer or the Employee feels that there may be a problem in their employment relationship, the first step is to check the facts and make sure there really is a problem, and not simply a misunderstanding.
- ii. An Employee may want to discuss a situation with someone else to clarify whether a problem exists, but in doing so the Employee should take care to respect the privacy of other Employees and managers, and to protect confidential information belonging to the Employer. For example, the Employee could seek information from:
  - the Employee's delegate / union, a lawyer, a community law centre or an employment relations consultant;
  - friends and family; and
  - the Employment Mediation Services, a section of the Ministry of Business, Innovation and Employment on 0800 800 863 or on its website at <https://www.employment.govt.nz/resolving-problems/pamphlets/fact-sheets> from the Ministry of Business, Innovation and Employment.

## **c. Discuss the problem**

- i. if either the Employer or Employee believes that there is a problem, it should be raised as soon as possible;
- ii. this can be done in writing or orally provided the Employee feels comfortable doing so;
- iii. an Employee should ordinarily raise the problem with their direct manager. Otherwise, the problem can be raised with another appropriate manager;
- iv. a meeting will usually then be arranged where the problem can be discussed. The Employee should feel free to bring a support person with them to the meeting if they wish;
- v. the Employer and Employee will then try to establish the facts of the problem and discuss possible solutions.

## **d. The next step**

If the Employer and Employee are not able to resolve the problem by talking to each other:

- i. they can contact the Ministry of Business, Innovation and Employment, which can provide information and/or refer them to mediation;
- ii. they can take part in mediation provided by the Ministry of Business, Innovation and Employment (*or they can agree to get their own mediator, Mediation will normally be confidential*);

- iii. if they reach agreement, a mediator provided by the Ministry of Business, Innovation and Employment can sign the agreed settlement, which will be binding on the Employer and Employee;
- iv. they can both agree to have the mediator provided by the Ministry of Business, Innovation and Employment, decide their problem for them, in which case that decision will be binding on them. If mediation does not resolve the problem, either the Employer or the Employee can refer the problem to the Employment Relations Authority for investigation;
- v. the Authority can direct the Employer and Employee to mediation or can investigate the problem and issue a determination;
- vi. if either the Employer or the Employee is not happy with the Authority's determination, they can refer the problem to the Employment Court (*the Court may also tell them to go back and have more mediation*); or
- vii. in limited cases, there is a right to appeal a decision of the Employment Court to the Court of Appeal.

**e. Personal Grievances**

- i. If the problem is a personal grievance, then the Employee must raise it within 90 days of when the incidents that give rise to the grievance occur or come to the Employee's attention.
- ii. A personal grievance can only be raised outside this timeframe with the agreement of the Employer, or in exceptional circumstances.

**63. GRIEVANCE RIGHTS**

- 63.1. The parties agree that no Employee will be dismissed or disciplined without a reasonable opportunity to have their views considered.
- 63.2. No Employee will be dismissed without the knowledge of the Chief Operating Officer/Lead Nurse (NZ), or the Head of Human Resources or the Managing Director.

**64. EMPLOYEES IN THE FIRST 90 DAYS OF EMPLOYMENT**

- 64.1. The parties have agreed to not include in this Agreement a trial provision in terms of the amendments of the Act effective 1 April 2011.
- 64.2. Notwithstanding cl 63.1, it is agreed that within the first 90 days of employment cl 62.2(e) will only apply on a case-by-case basis at the request and with the approval of a union party.

**DECLARATION**

SIGNED BY

for:

  
\_\_\_\_\_

**The New Zealand Nurses Organisation (Inc)**

Date 18 December 2023

SIGNED BY

for:

  
\_\_\_\_\_

**E Tū Incorporated**

Date 15/12/23

SIGNED BY

for:



\_\_\_\_\_

**Bupa Care Services (NZ) Limited** as the Employer

Date \_\_\_\_\_

## Schedule A - Bupa Care Services at BeachHaven

The following benefits will be included in an Employee's employment conditions if:

- They are an existing member of either the NZNO and E Tū Incorporated and a GHC Employee
- Were an union member on the 18<sup>th</sup> of September 2007
- Held a position as either a Registered Nurse, Enrolled Nurse, Caregiver, Household employee, Cook, Chef, Kitchen Assistant and Activities / Recreation Officer  
and
  - 1) Joined Bupa Care Services between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007

or

- 2) Joined either the NZNO or E Tū Incorporated between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007

The below benefits will remain in place until the Employee chooses to opt to be covered by the CEA in place at the time. All benefits detailed below will then be disregarded and the Employee will be covered by the Collective Employment Agreement and its entirety.

<b>Night Shift</b>
<u>Caregivers, EN's and RN's</u> For all night duty hours completed you will receive an additional \$1 per hour. (Night duty is from any time from 11pm to 7am)

## Schedule A - Bupa Care Services at NorthHaven

The following benefits will be included in an Employee's employment conditions if:

- They are an existing member of either the NZNO and E Tū Incorporated and a GHC Employee
- Were an union member on the 18<sup>th</sup> of September 2007
- Held a position as either a Registered Nurse, Enrolled Nurse, Caregiver, Household employee, Cook, Chef, Kitchen Assistant and Activities / Recreation Officer  
and
- 1)
  - Joined Bupa Care Services between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007

or

- 2)
  - Joined either the NZNO or E Tū Incorporated between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007

The below benefits will remain in place until the Employee chooses to opt to be covered by the CEA in place at the time. All benefits detailed below will then be disregarded and the Employee will be covered by the Collective Employment Agreement and its entirety.

<b>Overtime</b> T1.5 after 9 hours a day or 80 hours a fortnight	
<b>Night Shift</b> <u>Caregivers, EN's and RN's</u> For all night duty hours completed you will receive an additional \$1 per hour. (Night duty is from any time from 11pm to 7am)	
<b>Weekend Rate</b>	
<u>Caregivers and domestic</u>  Every weekend hour worked you will receive an additional \$3.50 per hour	<u>EN's and RN's</u>  Every weekend hour worked you will receive an additional \$5.50 per hour

## Schedule A - Bupa Care Services at ParkHaven

The following benefits will be included in an Employee's employment conditions if:

- They are an existing member of either the NZNO and E Tū Incorporated and a GHC Employee
  - Were an union member on the 18<sup>th</sup> of September 2007
  - Held a position as either a Registered Nurse, Enrolled Nurse, Caregiver, Household employee, Cook, Chef, Kitchen Assistant and Activities / Recreation Officer  
and
    - 1) Joined Bupa Care Services between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007
- or
- 2) Joined either the NZNO or E Tū Incorporated between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007

The below benefits will remain in place until the employee chooses to opt to be covered by the CEA in place at the time. All benefits detailed below will then be disregarded and the employee will be covered by the Collective Employment Agreement and its entirety.

<b>Overtime</b>		
<u>Caregivers &amp; Domestic</u> Every hour worked over and above 8 hours per day 40 hours per week you will receive an additional \$3.50 per hour	<u>EN's</u> Every hour worked over and above 8 hours per day 40 hours per week you will receive an additional \$4.50 per hour	<u>RN's</u> Every hour worked over and above 8 hours per day 40 hours per week you will receive an additional \$5.50 per hour
<b>Public Holidays</b>		
<u>Caregivers, RN's, EN's, and Domestic Employees</u> Christmas Day, Waitangi Day, ANZAC Day and Good Friday will be paid at double time (T2).		
<b>Additional Days</b>		
<u>Caregivers, RN's, EN's, and Domestic Employees</u> In the event an Employee is requested to work a 6 <sup>th</sup> or 7 <sup>th</sup> day – all hours on such days will be paid at overtime rates (T1.5).		
<b>Night Shift</b>		
<u>Caregivers, EN's and RN's</u> A one off payment of \$5.07 per shift of Night Duty completed (Night duty is from any time from 11pm to 7am)		
<b>Weekend Rate</b>		
<u>Caregivers &amp; Domestic</u> Every weekend hour worked you will receive an additional \$3.50 per hour	<u>EN's</u> Every weekend hour worked you will receive an additional \$4.50 per hour	<u>RN's</u> Every weekend hour worked you will receive an additional \$5.50 per hour

## Schedule A - Bupa Care Services at Eventhorpe and Rossendale

The following benefits will be included in an Employee's employment conditions if:

- They are an existing member of either the NZNO and E Tū Incorporated and a GHC Employee
- Were an union member on the 18<sup>th</sup> of September 2007
- Held a position as either a Registered Nurse, Enrolled Nurse, Caregiver, Household employee, Cook, Chef, Kitchen Assistant and Activities / Recreation Officer  
and
  - 1) Joined Bupa Care Services between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007
- or
  - 2) Joined either the NZNO or E Tū Incorporated between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007

The below benefits will remain in place until the Employee chooses to opt to be covered by the CEA in place at the time. All benefits detailed below will then be disregarded and the Employee will be covered by the Collective Employment Agreement and its entirety.

### **Overtime**

When requested by the manager - time 1.5 will be paid on all hours worked over 9 hours up until 11 hours. Please note members may request to work extra shifts to be paid at ordinary rate of pay.

When requested by the manager - Time 2.0 will be paid on all hours worked over 11 hours a day. Please note members may request to work extra shifts to be paid at ordinary rate of pay.

### **Weekend Night Shift**

An additional payment of \$3 per weekend night shift completed. Weekend shifts are from Friday 10.30pm to Saturday 7am and Saturday 10.30pm to Sunday 7am

## Schedule A - Bupa Care Services at Glenburn

The following benefits will be included in an Employee's employment conditions if:

- They are an existing member of either the NZNO and E Tū Incorporated and a GHC Employee
- Were an union member on the 18<sup>th</sup> of September 2007
- Held a position as either a Registered Nurse, Enrolled Nurse, Caregiver, Household employee, Cook, Chef, Kitchen Assistant and Activities / Recreation Officer  
and
  - 1) Joined Bupa Care Services between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007
- or
  - 2) Joined either the NZNO or E Tū Incorporated between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007

The below benefits will remain in place until the Employee chooses to opt to be covered by the CEA in place at the time. All benefits detailed below will then be disregarded and the Employee will be covered by the Collective Employment Agreement and its entirety.

### **Overtime**

Time 1.5 will be paid on all hours worked over 9 hours a day or 80 hours a fortnight

## Schedule A - Bupa Care Services at Te Whanau

The following benefits will be included in an Employee's employment conditions if:

- They are an existing member of either the NZNO and E Tū Incorporated and a GHC Employee
- Were an union member on the 18<sup>th</sup> of September 2007
- Held a position as either a Registered Nurse, Enrolled Nurse, Caregiver, Household employee, Cook, Chef, Kitchen Assistant and Activities / Recreation Officer  
and
  - 1) Joined Bupa Care Services between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007
  - 2) or
- Joined either the NZNO or E Tū Incorporated between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007

The below benefits will remain in place until the Employee chooses to opt to be covered by the CEA in place at the time. All benefits detailed below will then be disregarded and the Employee will be covered by the Collective Employment Agreement and its entirety.

### **Night Shift**

An additional payment of 80 cents per hour while working a night shift. Night Shift is between the hours of 10pm and 7 am.

## Schedule A - Bupa Care Services at Mary Shapley

The following benefits will be included in an Employee's employment conditions if:

- They are an existing member of either the NZNO and E Tū Incorporated and a GHC Employee
- Were an union member on the 18<sup>th</sup> of September 2007
- Held a position as either a Registered Nurse, Enrolled Nurse, Caregiver, Household employee, Cook, Chef, Kitchen Assistant and Activities / Recreation Officer  
and
  - 1) Joined Bupa Care Services between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007
- or
  - 2) Joined either the NZNO or E Tū Incorporated between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007

The below benefits will remain in place until the Employee chooses to opt to be covered by the CEA in place at the time. All benefits detailed below will then be disregarded and the Employee will be covered by the Collective Employment Agreement and its entirety.

### **Overtime**

Over time at T1.5 shall be paid after 80 hours per fortnight or after 8 hours on any day. Double time on all hours worked over 11 hours a day. Approved over time only. Except for RN's who will receive overtime after 9.25 hours

### **Night Duty Allowance**

Night duty Allowance is payable to Employees working a shift commencing at or after 9.00pm and concluding before 8.00am the following day. Night Duty Allowance is \$5.19 per shift.

### **Weekend allowance**

Saturday/Sunday Allowance is payable to all Employees covered by this collective contract who work a shift where the hours fall between Midnight Friday to Midnight Sunday. Saturday/Sunday Allowance is \$5.00 per shift

### **Broken Shift Allowance**

Broken Shift is paid when a shift is broken into two periods of work within the same day. The Broken Shift Allowance is \$6.59 per shift.

### **Redundancy**

Compensation to be paid four weeks for first 12 months and two weeks thereafter to a maximum of 20 year's service.

## Schedule A - Bupa Care Services at Tararu

The following benefits will be included in an Employee's employment conditions if:

- They are an existing member of either the NZNO and E Tū Incorporated CORPORATED and a GHC Employee
- Were an union member on the 18<sup>th</sup> of September 2007
- Held a position as either a Registered Nurse, Enrolled Nurse, Caregiver, Household employee, Cook, Chef, Kitchen Assistant and Activities / Recreation Officer  
and
- 1)
- Joined Bupa Care Services between the 1<sup>st</sup> of December 2006 and the 1st of July 2007  
  
or
- 2)
- Joined either the NZNO or E Tū Incorporated between the 1<sup>st</sup> of December 2006 and the 1<sup>st</sup> of July 2007

The below benefits will remain in place until the Employee chooses to opt to be covered by the CEA in place at the time. All benefits detailed below will then be disregarded and the Employee will be covered by the Collective Employment Agreement and its entirety.

<p><b>Overtime</b></p> <p>Over time shall be paid after 80 hours per fortnight or after 8 hours on any day. Time and one half after 3 hours and double time there after. Approved over time only. Except for RN's and Night Shift overtime will be paid after 8.5 hours</p> <p>Double Time Christmas Day and Easter Friday plus day in lieu for each public holiday worked.</p>
<p><b>Broken Shift Allowance</b></p> <p>Broken Shift is paid when a shift is broken into two periods of work within the same day. The Broken Shift Allowance is \$2.54 per shift.</p>
<p><b>Redundancy</b></p> <p>Compensation to be paid four weeks for first 12 months and two weeks thereafter to a maximum of 20 year's service.</p>
<p><b>Night duty Allowance</b></p> <p>Night duty Allowance is payable to Employees working a shift commencing at or after 9.00pm and concluding before 8.00am the following day. Night Duty Allowance is \$5.50 per shift.</p>
<p><b>Weekend Allowance</b></p> <p>Saturday/Sunday Allowance is payable to all employees covered by this collective contract who work a shift where the hours fall between Midnight Friday to Midnight Sunday. Saturday/Sunday Allowance is \$1.80 per hour</p>

**Public Holiday Allowance**

Shifts between 6 and 10 hours of length will receive a one off payment of \$25 and shifts between 3 and 5 hrs in length will receive a one off payment of \$12.5

**Call Back Allowance**

One off \$10 payment if an employee is called back within 8 hours of their shift commencing.

**Tararu Continued -**

The following benefits will be included in an Employee's employment conditions if:

- They are an existing member of either the NZNO and E Tū Incorporated and a GHC Employee
- Were an union member on the 18<sup>th</sup> of September 2007
- Held a position as either a Registered Nurse, Enrolled Nurse, Caregiver, Household employee, Cook, Chef, Kitchen Assistant and Activities / Recreation Officer  
and
  - 1) Joined Bupa Care Services between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007
  - 2) or
- Joined either the NZNO or E Tū Incorporated between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007

The below benefits will remain in place until the Employee chooses to opt to be covered by the CEA in place at the time. All benefits detailed below will then be disregarded and the Employee will be covered by the Collective Employment Agreement and its entirety.

**Night duty Allowance**

Night duty Allowance is payable to Employees working a shift commencing at or after 9.00pm and concluding before 8.00am the following day. Night Duty Allowance is \$5.50 per shift.

**Weekend Allowance**

Saturday/Sunday Allowance is payable to all Employees covered by this collective contract who work a shift where the hours fall between Midnight Friday to Midnight Sunday. Saturday/Sunday Allowance is \$1.80 per hour

**Overtime**

Over time shall be paid after 80 hours per fortnight or after 8 hours on any day. Time and one half after 3 hours and double time there after. Approved over time only. Except for RN's and Night Shift overtime will be paid after 8.5 hours

Double Time Christmas Day and Easter Friday plus day in lieu for each public holiday worked.

## Schedule A - Bupa Care Services at Parkwood

The following benefits will be included in an Employee's employment conditions if:

- They are an existing member of either the NZNO and E Tū Incorporated and a GHC Employee
  - Were an union member on the 18<sup>th</sup> of September 2007
  - Held a position as either a Registered Nurse, Enrolled Nurse, Caregiver, Household employee, Cook, Chef, Kitchen Assistant and Activities / Recreation Officer
- and
- 1)
- Joined Bupa Care Services between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007
- or
- 2)
- Joined either the NZNO or E Tū Incorporated between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007

The below benefits will remain in place until the Employee chooses to opt to be covered by the CEA in place at the time. All benefits detailed below will then be disregarded and the Employee will be covered by the Collective Employment Agreement and its entirety.

<b>Overtime</b>
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Time 1.5 paid on all hours worked over 80 hours a fortnight.
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## Schedule A - Bupa Care Services at Parklands

The following benefits will be included in an Employee's employment conditions if:

- They are an existing member of either the NZNO and E Tū Incorporated and a GHC Employee
- Were an union member on the 18<sup>th</sup> of September 2007
- Held a position as either a Registered Nurse, Enrolled Nurse, Caregiver, Household employee, Cook, Chef, Kitchen Assistant and Activities / Recreation Officer  
and
  - 1) Joined Bupa Care Services between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007or
  - 2) Joined either the NZNO or E Tū Incorporated between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007

The below benefits will remain in place until the Employee chooses to opt to be covered by the CEA in place at the time. All benefits detailed below will then be disregarded and the Employee will be covered by the Collective Employment Agreement and its entirety.

<p><b>Night Shift</b>                  \$10.00 per shift where the whole shift is worked between 9.00pm and 8.00am</p>
<p><b>Weekend allowance</b>                  20% loading on top of base rate to be paid to employees for hours worked between midnight Friday and midnight Sunday</p>
<p><b>Night Shift Annual Leave</b>                  After 8 years regular and continuous employment on night shift an Employee shall be entitled to 5 weeks annual leave.</p>
<p><b>Sick Leave</b>                  After 6 months fulltime employees are entitled to 5 days sick leave for next 6 months, and then, for each subsequent year of current continuous service, 10 days sick leave. The manager has the discretion to grant further sick leave under special circumstances and this should not be unreasonably withheld. An employee may accumulate up to 30 days sick leave.</p>
<p><b>Leave without pay</b>                  Employees who work 5 days per week are allowed to take 5 days LWOP per year. Pro rata for part-timers.</p>

## Schedule A - Bupa Care Services at Hayman

The following benefits will be included in an Employee's employment conditions if:

- They are an existing member of either the NZNO and E Tū Incorporated and a GHC Employee
- Were an union member on the 18<sup>th</sup> of September 2007
- Held a position as either a Registered Nurse, Enrolled Nurse, Caregiver, Household employee, Cook, Chef, Kitchen Assistant and Activities / Recreation Officer  
and
  - 1) Joined Bupa Care Services between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007
- or
  - 2) Joined either the NZNO or E Tū Incorporated between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007

The below benefits will remain in place until the Employee chooses to opt to be covered by the CEA in place at the time. All benefits detailed below will then be disregarded and the Employee will be covered by the Collective Employment Agreement and its entirety.

<b>Overtime</b>
Time 1.5 on all hours worked over 8 hours a day or 40 hours a week
<b>Night Duty Allowance</b>
Employees who work nightshifts will receive an additional payment of 53 cents per hour
<b>Weekend allowance</b>
Every weekend shift worked you will receive an additional 32 cents per hour from midnight Friday to midnight Sunday. Night Shift weekend workers will receive the night shift allowance only

## Schedule A – Bupa Care Services at Whitby

The following benefits will be included in an Employee’s employment conditions if:

- They are an existing member of either the NZNO and E Tū Incorporated and a GHC Employee
- Were an union member on the 18<sup>th</sup> of September 2007
- Held a position as either a Registered Nurse, Enrolled Nurse, Caregiver, Household employee, Cook, Chef, Kitchen Assistant and Activities / Recreation Officer  
and
  - 1) Joined Bupa Care Services between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007
- or
  - 2) Joined either the NZNO or E Tū Incorporated between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007

The below benefits will remain in place until the Employee chooses to opt to be covered by the CEA in place at the time. All benefits detailed below will then be disregarded and the Employee will be covered by the Collective Employment Agreement and its entirety.

<p><b>Overtime</b> Time 1.5 paid on all hours worked over 40 hours a week.</p>
<p><b>Nightshift</b> Employees who work night shifts will receive an additional payment of 25 cents per hour.</p>
<p><b>Weekend</b> An additional 25 cents per hour from 11pm Friday to 11pm Sunday.</p>
<p><b>RN's Night shift</b> Additional \$1 per hour for night shifts</p>
<p><b>RN's Weekend Shift</b> Additional \$5 per hour for weekend shifts</p>

Please note Employees can only receive the night shift allowance or the weekend allowance at any one time.

## Schedule A - Bupa Care Services at Sunset

The following benefits will be included in an Employee's employment conditions if:

- They are an existing member of either the NZNO and E Tū Incorporated and a GHC Employee
- Were an union member on the 18<sup>th</sup> of September 2007
- Held a position as either a Registered Nurse, Enrolled Nurse, Caregiver, Household employee, Cook, Chef, Kitchen Assistant and Activities / Recreation Officer  
and
  - 1) Joined Bupa Care Services between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007
  - or
  - 2) Joined either the NZNO or E Tū Incorporated between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007

The below benefits will remain in place until the Employee chooses to opt to be covered by the CEA in place at the time. All benefits detailed below will then be disregarded and the Employee will be covered by the Collective Employment Agreement and its entirety.

<p><b>Overtime</b> Time plus 1 half after 40 hours per week, 8 hours per day, or 5 shifts per week (Most of this is listed in the schedule, the 8 hours per day is not)</p>
<p><b>Weekend Allowance</b> 11 p.m. Friday to 11 p.m. Sunday = 0.55 cents per hour</p>
<p><b>Night Shift allowance</b> Night shift allowance Sunday to Thursday, 11 p.m. – 7 a.m. = 0.33 cents per hour</p>
<p><b>Statutory Days</b> When required to work and entitled to the public holiday, the member is paid double time for the hours actually worked in addition to a lieu day. When required to work and not entitled to the public holiday, the member is paid double time for the hours actually worked.</p>
<p><b>Sick Leave</b> Entitled to 10 days after six months and for each ensuing twelve month period. Employer's discretion for paid sick leave when the member has no entitlement. May carry up to 30 days of entitlement into the next period. Employer's discretion to allow medical appointments in working time.</p>
<p><b>Redundancy</b> Member may be granted reasonable time off during notice period to attend job interviews. Payment: 4 weeks for the first year, 2 weeks for every year thereafter, to a maximum of 12 weeks. Sale or contracting out: Employer shall make every endeavour to ensure that Employees covered by the collective are offered employment on no less than their existing terms, including inserting a requirement to employ all members on existing terms within the agreement.</p>

## Schedule A - Bupa Care Services at Maidstone

The following benefits will be included in an Employee's employment conditions if:

- They are an existing member of either the NZNO and E Tū Incorporated and a GHC Employee
- Were an union member on the 18<sup>th</sup> of September 2007
- Held a position as either a Registered Nurse, Enrolled Nurse, Caregiver, Household employee, Cook, Chef, Kitchen Assistant and Activities / Recreation Officer  
and
  - 1) Joined Bupa Care Services between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007
- or
  - 2) Joined either the NZNO or E Tū Incorporated between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007

The below benefits will remain in place until the Employee chooses to opt to be covered by the CEA in place at the time. All benefits detailed below will then be disregarded and the Employee will be covered by the Collective Employment Agreement and its entirety.

<p><b>Overtime</b></p> <p>Time 1.5 paid on all hours worked over 40 hours a week, 8 hours a day or over 5 shifts per week Christmas Day is paid at T2</p>
<p><b>Night Shift</b></p> <p>A payment of 52 cents per hour from Sunday to Thursday 11pm to 7am.</p>
<p><b>Weekend</b></p> <p>An additional 52 cents per hour from 11pm Friday to 11pm Sunday</p>
<p><b>Rostering</b></p> <p>The Employer may vary the roster after consultation with the employee, or within seven days of the commencement of the roster period the roster may be <u>changed with</u> the agreement of the Employee. Rostered hours will be a minimum of 3 hours per duty except for Food Service rostered hours that may be 2 hours per duty.</p>
<p><b>Travel Allowance</b></p> <p>Employees residing outside of public transport zones and who travel more than 10km return to work per day can complete the IRD travelling allowance form. Employees undertake to advise the Employer of any change of circumstance. The allowance is subject to and limited by the application of other Statutory Acts.</p>

**Study Leave**

Employees shall be given reasonable opportunity to undertake courses of study or training relevant to their employment. Where employees are required to undergo professional development or training, paid leave shall be provided. RNs & ENs shall also be entitled to a minimum of 3 days paid study leave and caregivers shall be entitled to a minimum of 1 day paid study leave to be used at the Employee's discretion, provided 14 days notice is given of the proposed leave & the timing of such leave meets the operational requirements of the Employer. Such leave maybe used to:

- a) Attend relevant professional development or training programmes.
- b) Attend work-related conferences.
- c) Undertake work-related study.

Additional leave with or without pay may be approved as deemed appropriate.

**Schedule A - Bupa Care Services at: Cashmere View, Bethesda, St Nicolas,  
Hillsborough, Liston Heights, Mitchell Downs and Remuera Lifecare**

The following benefits will be included in an Employee’s employment conditions if:

- They are an existing member of either the NZNO and E Tū Incorporated and a GHC Employee
- Were an union member on the 18<sup>th</sup> of September 2007
- Held a position as either a Registered Nurse, Enrolled Nurse, Caregiver, Household employee, Cook, Chef, Kitchen Assistant and Activities / Recreation Officer  
and
- 1) Joined Bupa Care Services between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007
- or
- 2) Joined either the NZNO or E Tū Incorporated between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007

The below benefits will remain in place until the Employee chooses to opt to be covered by the CEA in place at the time. All benefits detailed below will then be disregarded and the Employee will be covered by the Collective Employment Agreement and its entirety.

<b>Night Shift</b> \$14 per night shift completed
<b>Weekend</b> T1.25 for all hours worked in the weekend
<b>Duty Leader</b> \$2 per hour
<b>Overtime</b> After 8 hours per day entitled to T1.5
<b>Ace General</b> \$0.30 cents per hour
<b>Ace Dementia</b> \$0.20 Cents per hour

## **Schedule B - OVERTIME AND PENAL RATES**

- Applicable to all employees employed after 19 September 2007
- Optional for employees employed before 19 September 2007, subject to them accepting the full terms and conditions of the revised CEA in force as from 1 February 2008. This choice requires Employees to relinquish the terms and conditions contained in their agreements dated up to and including the 18<sup>th</sup> September 2007, in favour of the benefits outlined in Clause 19.

## Schedule C - Bupa Care Services:

The following benefits will be included in an Employee's employment conditions if:

- They are an existing member of either the NZNO and E Tū Incorporated
- And were a GHC Employee on the 18<sup>th</sup> of September 2007
- Held a position as either a Registered Nurse, Enrolled Nurse, Caregiver, Household employee, Cook, Chef, Kitchen Assistant and Activities / Recreation Officer

and

1)

- Joined Bupa Care Services between the 1<sup>st</sup> of December 2006 and the 18<sup>th</sup> of September 2007 and have been in continuous employment with Bupa Care Services since then

and

2)

- Were employed on an IEA containing the terms outlined below prior to joining the Union

The below benefits will remain in place until the Employee chooses to opt to be covered by the CEA in place at the time. All benefits detailed below will then be disregarded and the Employee will be covered by the Collective Employment Agreement in its entirety.

<b>Night Shift</b> \$14 per night shift completed
<b>Weekend</b> T1.25 for all hours worked in the weekend
<b>Duty Leader</b> \$2 per hour
<b>Overtime</b> After 8 hours per day or 40hrs per week entitled to T1.5
<b>Long Service Leave</b> Offered at 25, 30 and 35 years
<b>Waitangi/Anzac &amp; Christmas Day</b> T2 for all hours worked on those days
<b>Sick Leave</b> 12 days per annum

## Schedule D – HOUSHOLD PROGRESSION

### Household Progression

(includes Cleaning, Laundry, Kitchen Assistants, Maintenance, Gardeners and Drivers)

The purpose of this Progress Steps Assessment Tool is to help the Employee and their Manager to understand the requirements for each progress step, so that an Employee may move to the next development level.

Progression through the steps is a partnership; Bupa will proactively support Employees to progress through the steps, and Employees must proactively support their own progression by demonstration of the necessary criteria and/or attainment of qualification. For those Employees who wish to progress and meet the requisite requirements, progression from step 1 to step 2 will ideally occur within two years of commencement, and from step 2 to step 3 within five year of commencement. The parties agree that movement at the earliest opportunity is preferred.”

Progression through the steps will be assessed annually. Progression is based on the Employees performance in the proceeding period, and/or the attainment of qualifications.

Level 1- Entry Level	Level 2- Demonstrates Level 1 criteria and meets the requirements below:	Level 3- Demonstrates Level 1 and 2 criteria and meets the requirements below:
Complete Orientation booklet	Use knowledge and experience to be able to problem solve.	Achieved at least ONE of the following: Take up a role in: <ul style="list-style-type: none"> <li>• Health &amp; Safety committee</li> <li>• Infection Control committee</li> <li>• Any other facility committee</li> </ul>
Internal Bupa Core Education Sessions (at least 12 hours) for all staff	Participate in Infection Control and WHS meetings	Attend external relevant seminars, e.g. IPC, WHS
Staff meetings (at least two)	Successful maintenance of inventory checklists	Maintains quality service delivery by participating in quality initiatives
Emergency Evacuation (at least one)	Work with standard supervision and guidance and follow the Position Description and Code of Conduct.	Assist with performance appraisals

Diversey Safe Chemical Handling and Storage (where applicable)	Assist with 'Buddying' and orientating new staff.	Participate in and monitor audit processes
Work under close supervision and guidance and follow the Position Description and Code of Conduct.	May enroll on a relevant training programme towards a national qualification (if available)	Contribute to quality improvement by proposing quality actions and implementing quality initiatives.
Understands and can express company values.	Continuously show commitment to quality improvement.	Provide education to peers and colleagues (with support).
Annual performance review completed, and development goals met	Communicate effectively with residents, families, staff, line manager, management and others.	Demonstrate positive and effective leadership in your role and show good understanding of the collaboration process with the supervisor/line manager.
	Show excellent time management skills and may be involved in development of work schedules.	Annual performance review completed, and development goals met
	Annual performance review completed, and development goals met.	
	<b>OR</b> Achievement of relevant level 2 Qualification	<b>OR</b> Achievement of relevant level 3 Qualification