BUPA CARE SERVICES (NZ) LIMITED AND
Tōpūtanga Tapuhi Kaitiaki o Aotearoa: THE NEW ZEALAND NURSES ORGANISATION INCORPORATED

SENIOR NURSE COLLECTIVE

AGREEMENT

1 October 2026 – 30 September 2027

Tōpūtanga Tapuhi Kaitiaki o Aotearoa
NEW ZEALAND NURSES ORGANISATION

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1. PARTIES

This is a Collective Agreement between Bupa Care Services (NZ) Limited; and Tōpūtanga Tapuhi Kaitiaki o Aotearoa: The New Zealand Nurses Organisation Incorporated.

2. DURATION OF AGREEMENT

This Agreement commences on 1 October 2026 and expires on 30 September 2027.

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 in the positions below (as defined in clause 8 Classification of Employees):

a. Unit Coordinator

b. Clinical Manager

3.2. 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.

3.3. The Employer will ensure that new Employees who come within coverage of this Agreement are provided with a copy of the Agreement. The Employer will:

i. advise new Employees of who the relevant union delegates are;

ii. the contact details of the delegates; and

iii. introduce the union delegates at their Care Home as part of the Employees 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 the Human Rights Commission report and commit themselves to working together to progress the recommendations from that report.

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.

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

"**Employee**" means any person employed by Bupa Care Services (NZ) Limited in the roles outlined in clause 8.

"**Employer**" means Bupa Care Services (NZ) Limited.

"**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.

"Union" means Tōpūtanga Tapuhi Kaitiaki o Aotearoa: The New Zealand Nurses Organisation 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

Definitions:

"Clinical Manager" means an Employee who provides high level clinical leadership and support to clinical and care staff working in close partnership with the General Manager.

"Unit Coordinator" means an Employee who provides effective day to day coordination and supervision of clinical aspects of care provided to residents within a Unit.

9. OBLIGATIONS OF THE RELATIONSHIP

9.1. The Employer will:

a. act as a good Employer in all dealings with the Employee and the Employee's 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.

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 all 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;

f. take all practicable steps to perform the job in a way that is safe and healthy for themselves and their fellow Employees; and

g. upon the termination of their employment for whatever reason, or at any other time if so requested by the Employer, immediately return to the Employer all information, material or property (including but not limited to computer disks, printouts, manuals, reports, letters, memos, plans, diagrams, security cards, keys, and laptop computers) either belonging to or the responsibility of the Employer and all copies of that material, which are in the Employee's possession or control.

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, the Employer may direct the Employee, with the agreement of the Employee, to work at any other reasonable location.

11. RIGHT OF ENTRY

11.1. An authorised representative of the Union 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 will 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 work station without the consent and knowledge of the appropriate manager, such consent not to 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 Union as the representatives of the Union.

12.2. Delegates will involve management at an early stage in the case of problems or disputes brought to the delegate's attention, which need 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 partied 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.

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 Union.

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 Union 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 Union will advise the Employer as soon as possible and not 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 two union meetings of no more than two hours per meeting, 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 an 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 following consultation.

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.

18. WAGES

18.1. The Employee will be paid at the agreed hourly rate (pro rata) which will not be less than the rates specified in this Agreement.

18.2. Remuneration will be paid fortnightly, direct credited into a bank account nominated by the Employee.

18.3. If employees relieve as a Registered Nurse, they will be paid their normal rate of pay and any applicable penal rates or allowances for that shift.

18.4. Approval to relieve as a Registered Nurse outside of normal working hours must be obtained by Management prior to undertaking these duties.

Unit Coordinators

Wages step	From 1/10/2026
Step 1	$55.71
Step 2	$59.34

Clinical Managers

Wages step	From 1/10/2026
Step 1	$61.80
Step 2	$63.94
Step 3	$67.99

18.5. Progression will be by annual increment at anniversary date of starting in a role covered by this Agreement, subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised.

18.6. Appointment to the wages step will be based on relevant years of nursing experience e.g., a nurse with one year of relevant nursing experience will be appointed to Step 2.

19. DEDUCTIONS OF WAGES

19.1. 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 $50.00 gross or less, by the next pay period, unless the Employee requests the payment to be remedied more urgently.

19.2. 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.

19.3. 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 erroneous payment may be recovered in full from any monies owed by the Employer to the Employee.

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

19.5. 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 sub-clause 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.

19.6. Where an Employee fails or refuses for any reason to return the Employer's property in their possession, the Employee agrees that a debt is owed to the Employer and agrees to work with the Employer to determine an appropriate residual value of any outstanding property, which will then be deducted from the Employee's final pay.

20. ON CALL

20.1. The parties agree that the allocation of on-call time should be spread as evenly as practicable amongst those required to participate in an on-call roster and must be authorised by the relevant General Manager.

20.2. The responsibilities of the Employee's role will require them to fulfil on call duties as and when requested. These on call duties will be shared among selected Employees within the Care Home to ensure adequate cover is provided. An Employee who is instructed to be on call during normal off-duty hours will be paid an on call allowance of $3.00 per hour; except on Public Holidays when the rate will be $3.50 per hour.

20.3. If an Employee 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.

20.4. An Employee who is required to be on call will be provided with access to a cell phone while they are on call.

20.5. For each phone call received during such periods of on call, an Employee will receive $8 per phone call received.

21. HIGHER DUTIES

21.1. A Higher Duties allowance will be paid to an Employee who, at the request of the Employer is substantially performing the duties and carrying the responsibilities of a position higher than the Employee's own.

21.2. Where an Employee performs the duties of the higher position for a period of greater than two weeks, the allowance payable will be an amount equivalent to 10% of the Employee's hourly rate for those hours worked in the higher duties position.

22. PENAL RATES

PENAL	RATES
Midnight Friday-midnight Sunday	19% times the applicable hourly rate
Night Duty: the entire night rate will be payable for any rostered shift in which the majority of duty is worked between 11.30pm to 5.00am.	$8 per shift
The two allowances mentioned above are cumulative.	

23. OVERTIME

23.1. A component of overtime is already part of the salary of Employees covered by this Agreement. An additional Overtime penal is payable in the following circumstances:

a. Where the overtime hours are at the direction of the Employer; and

b. Where the overtime hours are approved in advance by the Employer; and

c. Where the overtime hours are worked after 5pm; and

d. Where the additional hours are not part of the usual workload of the Employee.

23.2. For clarity, each element of this clause must be met for the overtime penal to be payable.

23.3. Overtime penal hours are for unusual hours and particular circumstances that are not able to be managed via flexibility within the roles covered by this Agreement, such as evening resident family conferences, or audit preparation.

23.4. Overtime is to be paid at the rate of T1.25 for each hour of approved overtime worked.

24. HOURS OF WORK

24.1. Each Employee will be provided with a written copy of any additional individual terms of employment "particulars of employment" which:

a. will not be inconsistent with this Agreement;

b. will state the Employee's agreed hours not otherwise specified in this Agreement; and

c. any agreed variation to the particulars of employment will be recorded and a copy provided to the employee.

24.2. The usual working hours for Employees are eight hours per day, commencing in the morning, Monday-Friday.

24.3. 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.

25. KIWISAVER

The Employer will make the minimum compulsory employer contributions in accordance with the *KiwiSaver Act 2006*. This includes contributions for employees who are under 18 years of age or over 65 years of age.

26. REST AND MEAL BREAKS

26.1. The Employee will be entitled to the following rest and meal breaks if the Employee works:

a. Two hours or more but not more than four hours, the Employee is entitled to one paid 10-minute rest break; or

b. More than four hours but not more than six hours, the Employee is entitled to one paid 10-minute rest break and one unpaid 30-minute meal break; or

c. More than six hours but not more than eight hours the Employee is entitled to two paid 10-minute rest breaks and one unpaid 30-minute meal break.

26.2. If more than an eight-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.

26.3. 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 5:00am) 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.

26.4. The Employer will provide tea, coffee, milk and sugar for rest and meal breaks with no charge to the Employees.

27. ANNUAL LEAVE

27.1. Casual employees will receive annual holiday entitlements in accordance with the *Holidays Act 2003*

27.2. 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*.

27.3. 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.

27.4. In the absence of such agreement or to prevent excessive 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*.

27.5. The Employee is strongly encouraged to take annual leave in the year in which it becomes entitled. Employees may carry over annual leave into the following year only with the Employer's express approval.

27.6. 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.

27.7. An Employee taking anticipated leave under clause 27.6 and who leaves their employment prior to entitlement of annual holidays will repay on termination any excess monies paid above the entitlement.

27.8. The Employer agrees that a minimum of four weeks paid annual leave per 12 months of service is essential for the rest and recreation needs of all Employees.

27.9. The Employer will, within a reasonable timeframe, consider requests to pay out one week of the four-week annual leave entitlement from Employees where an Employee establishes exceptional circumstances that require them to have one week of their annual leave entitlement paid out. In every case, no payment for proposed leave will be made unless the requirements for paying out annual leave have been met.

28. STATUTORY HOLIDAYS

28.1. 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

28.2. 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.

28.3. Where such a day is worked, Employees will be paid at T1.5 of their hourly rate for the time so worked. Penal rates under this clause will be in substitution for, and not cumulative upon any Overtime rates (clauses 22 and 23).

28.4. 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*.

28.5. 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.

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

29. PARENTAL LEAVE

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

29.2. 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 with and subject to meeting the eligibility criteria in the Parental Leave Standard NZ).

30. BEREAVEMENT LEAVE

30.1. Employees are eligible for bereavement leave from commencement of employment. The entitlements are those outlined in the *Holidays Act 2003*.

30.2. 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); or

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 as a result 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 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.

30.3. 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.

31. SICK LEAVE

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

31.2. 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:

Period of continuous service	**Days**
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

31.3. 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.

31.4. The Employee may carry over unused sick leave of up to 45 days entitlement into the next period of entitlement.

31.5. Where an Employee's sick leave entitlement is exhausted, the Employee may make an application for up to 10 days discretionary leave per annum.

31.6. 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.

31.7. If requested by the Employee, reasons for refusal will be provided in writing.

31.8. Where an Employee has used their sick leave entitlement, they may use annual leave or lieu days, up to a maximum of five days per annum (collectively).

31.9. 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 clause 31.11 or where the employee is unable to perform the full duties of their position as per clause 43.

31.10. 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 four hours' notice before the Employee is due to start work, of their absence on sick leave.

31.11. The Employer may require a medical certificate from the Employee where the sickness is for three or more consecutive calendar days', whether they are working days or not.

31.12. Pursuant to the *Holidays Act 2003* the Employer may require proof of sickness or injury within three 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.

31.13. 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.

31.14. Where a medical certificate is requested by the Employer in accordance with cl 31.11, 31.10 or 31.13, the certificate must state that the Employee has been examined by the medical practitioner and is, in the doctor's opinion, unfit for work.

31.15. 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.

32. FAMILY AND DOMESTIC VIOLENCE LEAVE

32.1. 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

32.2. 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 Leave Standard New Zealand, including definitions.

33. LONG SERVICE LEAVE

33.1. 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.

33.2. A Part Time Employee, who is covered by this Agreement, and who has worked continuous years of service as set out in sub-clause 33.1. will be entitled to long service leave on a pro rata basis.

33.3. All Long Service Leave taken under sub-clause 33.1 or 33.2 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.

33.4. Long Service Leave is to be taken in minimum blocks of one week.

33.5. 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.

33.6. 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.

34. CULTURAL LEAVE

34.1. Māori Employees will be entitled to paid leave of up to three days per annum for the purpose of attending Māori Hui, including but not limited to:

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.

34.2. Iwi throughout Aotearoa may have different and varied Iwi/Hapu events. Cultural leave may also be accessed for such events.

34.3. No Employee is entitled to more than three days paid Cultural Leave per annum.

35. JURY SERVICE

35.1. 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.

35.2. An Employee called for jury service will advise the Employer as soon as practicable so that options can be discussed.

35.3. However, if leave of the Court is not granted, the Employee will be granted paid jury service leave of up to a maximum of five days.

35.4. The Employee will return to work at any time they are not required by the Court.

35.5. Where an Employee receives payment from the Court for Jury Service duties, the Employee will pass the payment received for the first five 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.

36. HEALTH AND SAFETY

36.1. Both 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*.

36.2. The Employer and Employees will do everything they can to make and keep the working environment safe for residents, visitors and Employees.

36.3. Unauthorised or irresponsible use of safety equipment may be considered serious misconduct.

36.4. Employees are expected to notify any damage or loss of equipment to the Employer immediately.

36.5. 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 practicable steps to eliminate, isolate or minimise any ongoing risks to residents, visitors and Employees.

36.6. 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.

36.7. 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.

37. ALTERNATIVE DUTIES

Where an 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.

38. UNIFORMS

Employees are required to adhere to the Bupa Uniform and Dress Code Policy. This clause is to be read in conjunction with the Uniform and Dress Code Policy, outlining the required standards, which may be changed by the Employer from time to time as operational requirements dictate.

39. AMENITIES

39.1. The Employer will provide secure storage for Employees' personal belongings.

39.2. 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.

39.3. If keys are lost by an Employee, the Employer may charge an Employee for the lost keys.

39.4. An Employee, at the completion of their shift, is to clear the secure storage provided by the Employer.

39.5. The Employees will comply with the Smoke Free Environments Act.

40. TERMINATION OF EMPLOYMENT

40.1. Except as provided elsewhere in this Agreement, the employment relationship between an Employee and the Employer may be terminated by either party providing four weeks' notice.

40.2. Where the full period of notice is not given, payment equivalent to the unexpired period of notice will be paid or forfeited given the circumstances.

40.3. The Employer may terminate the employment relationship without notice, in the case of substantiated serious misconduct.

40.4. 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.

41. SUSPENSION

If the Employer wishes to investigate any alleged serious misconduct, it may, after discussing the proposal of suspension with the Employee and considering their views, suspend the Employee on pay whilst the investigation is carried out.

42. ABANDONMENT OF EMPLOYMENT

42.1. Except in the case of casual Employees, where an Employee absents themself from work for a period of three consecutive 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.

42.2. In the case of a casual Employee, the period of absence constituting abandonment will be one arranged work shift instead of three consecutive roster shifts.

43. TERMINATION ON HEALTH GROUNDS

43.1. 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 after a period of not less than six weeks absence from work.

43.2. 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.

43.3. 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.

43.4. If the Employer is unable to accommodate the Employee's disability after reasonable efforts, employment will be terminated with notice in accordance with clause 40 of this Agreement.

43.5. 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.

44. CONSULTATION

44.1. 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.

44.2. 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.

44.3. 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.

44.4. The Employer will provide relevant information to enable the parties consulted to develop an informed response.

44.5. 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.

44.6. The Employer will engage in consultation with an open mind and give genuine consideration to any matters raised by affected employees or their representatives. This includes proposals for viable alternative structures, staffing levels, or work practices (including rosters) that meet the Employer's coverage requirements. While efforts will be made to reach agreement, the final decision will rest with the Employer.

45. REDUNDANCY

45.1. In the event of redundancy, affected permanent Employees will be entitled to four weeks' notice of the termination of their employment and two weeks' salary for each completed year of service with the Employer (and, if applicable, its predecessors) up to a maximum of three 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. 40.

45.2. The Employer may elect to pay in lieu part or all of the notice period.

45.3. Casual and temporary Employees are entitled to the notice provided in clause 40 instead of the notice provided in this clause.

45.4. **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 clause 44.1, 44.2 and 44.3:

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 on terms of employment that are no less favourable than the Employee's terms of employment, 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 on terms of employment that are no less favourable than the Employee's terms of employment and/or without recognition of the Employee's service, the Employee will receive notice of termination as specified in sub clause 45.1 in addition to compensation under this clause.

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 staff will be taken on by the potential new employer. A casual or temporary Employee is entitled to choose to accept or refuse 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.

46. PROFESSIONAL DEVELOPMENT

46.1. The Employer will grant access to professional development of 32 hours per calendar year for permanent full-time and part-time employees. This leave is inclusive of all training requirements. Prior approval of the Employer must be obtained.

46.2. Professional development leave will be granted at the ordinary rate and will not accumulate from one year to the next.

46.3. The Employer will pay the course fees of Employer agreed training courses for all staff.

46.4. 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 Unit Coordinators and Clinical Managers.

46.5. Any claim for course fees or course-related expenses must be approved in advance and will be considered on a case-by-case basis

46.6. Employees working on preparing a portfolio, obtaining or maintaining skill levels associated with the Professional Development and Recognition Programme for Senior Nurses are entitled to two days leave per annum in order to undertake research or study associated with meeting the PDRP requirements.

46.7. In recognition of the importance of increasing the number of nurses completing the senior nurse PDRP, an employee who reaches this level will receive a pro-rate $3,000 allowance per annum if the employee maintains that level of practice.

46.8. All Unit Coordinators and Clinical Managers will be able to progress within the pathway, with all Unit Coordinators and Clinical Managers required to demonstrate competent level of practice. Achievement of proficient and expert levels is voluntary.

47. EDUCATION FUND

47.1. An Education Fund of $10,000 will be funded by the Employer and will be available for union members only.

47.2. 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.

47.3. Union members may make an application to the fund through the union. The process of application will be determined by the unions.

47.4. The successful applications will then be presented to the relevant Leadership Team Member (Operations, Clinical Service Improvement, and People) for final sign-off.

48. CONFIDENTIALITY

48.1. As part of their normal duties, the Employees will have access to confidential information concerning the Employer.

48.2. 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

f. other confidential information relating to the Employer, Employees, or clients.

48.3. 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.

48.4. 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.

48.5. 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.

49. OTHER EMPLOYMENT

49.1. 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.

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

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

49.4. 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.

50. SOLICITATION OF RESIDENTS

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

51. INTELLECTUAL PROPERTY

51.1. 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.

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

a. policy manuals;

b. service manuals;

c. quality improvement systems; and

d. other documentation.

51.3. 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.

52. MEDIA AND PUBLIC RELATIONS

52.1. Employees are not authorised to speak to the media on behalf of the Employer.

52.2. Aside from the Employee's obligation to represent the Employer diligently and appropriately during their legitimate duties, the Employee must not represent or attempt to represent the Employer beyond this general capacity, unless expressly authorised by the Employer.

53. LICENCES AND QUALIFICATIONS

53.1. 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.

53.2. 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.

53.3. The Employer will reimburse the cost of a practicing certificate as it comes due upon provision of the original invoice for registered nurses employed to work as such by the Employer and thus required to hold practicing certificates.

53.4. Casual Employees are not entitled to reimbursement of a practicing certificate.

54. ACCIDENT INSURANCE

54.1. 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.

54.2. 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 to be provided is in addition to what may be required elsewhere in this Agreement.

55. POLICE CHECKING

55.1. All Employees who work within Bupa Care Services in direct care roles, who are over 18 years of age, are required to have a New Zealand Police screening check completed as part of the employment process.

56. SAVINGS CLAUSE

56.1. This Agreement recognises and continues any existing conditions that, an employee is entitled to under Schedule A and Schedule C of the Bupa Care Services (NZ) Limited Collective Agreement 1 July 2024-30 June 2025 (the MUCA).

56.2. Further, nothing in this Agreement will operate to reduce the existing wages of any union member covered under this Agreement.

57. RESOLUTION OF EMPLOYMENT PROBLEMS

57.1. 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.

57.2. 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).

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
- 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*).

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 the incidents giving rise to the grievance occurring or coming to the Employee's attention.

ii. In the case of sexual harassment, the personal grievance must be raised within 12 months of the event occurring or the date the Employee became aware of it, whichever is later.

iii. A personal grievance can only be raised outside this timeframe with the agreement of the Employer, or in exceptional circumstances.

57.3. **Grievance rights**

The parties agree that no Employee will be dismissed or disciplined without a reasonable opportunity to have their views considered.

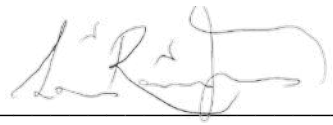
No Employee will be dismissed without the knowledge of the relevant Operations or People Leadership Team Member, or the Managing Director.

58. EMPLOYEES IN THE FIRST 90 DAYS OF EMPLOYMENT

58.1. Employees in the first 90 days of their employment are subject to a probation period.

DECLARATION

SIGNED BY



for: **Tōpūtanga Tapuhi Kaitiaki o Aotearoa: The New Zealand Nurses Organisation Incorporated**

Date 19 November 2026



SIGNED BY Margaret Eccleton

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

Date 17/11/2026