



**BUPA CARE SERVICES (NZ) LIMITED AND NEW ZEALAND NURSES
ORGANISATION**

SENIOR NURSE COLLECTIVE

AGREEMENT

1 October 2018 – 30 September 2019



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1. PARTIES

This is a Collective Agreement between Bupa Care Services (NZ) Limited ("the Employer"); and the New Zealand Nurses Organisation (Inc) ("the Union").

2. DURATION OF AGREEMENT

This Agreement commences on 1 October 2018 and expires on 30 September 2019.

3. COVERAGE

- 3.1. This Agreement is made pursuant to the Employment Relations Act 2000. The Agreement shall cover all Bupa Care Home facilities and Employees who are performing the substantive duties of a Unit Coordinator or Clinical Manager (as defined in c.7 Classification of Employees).
- 3.2. The Employer will ensure that new Employees who come within coverage of this agreement are provided with a copy of the Collective Agreement. The Employer will advise new Employees of who the relevant union delegates are and provide their contact details and an introduction to the union delegates as part of the new Employees induction process.
- 3.3. Coverage of this document is also extended to include all future Care Homes acquisitions by the Employer 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.

4. NATURE OF AGREEMENT

- 4.1. This is a Collective Agreement made pursuant to the Employment Relations Act 2000 ("the Act"). 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. In order 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 '**Caring Counts: Report of the Inquiry into the Aged Care Workforce**' 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

In this Agreement, unless the context otherwise requires:

“**Employee**” means any person employed by Bupa Care Services

“**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 and commenced after 10 pm and concluded at or around 7am to 8am the next day.

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

“**The Agreement**” means this document and any attachments thereto.

“**The Employer**” means Bupa Care Services NZ Limited.

“**The Union**” means New Zealand Nurses Organisation (Inc)

7. 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 Care Home 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.

8. OBLIGATIONS OF THE RELATIONSHIP

8.1. The Employer shall:

- Act as a good Employer in all dealings with the Employee and the Employees representatives;
- Deal with the Employee and any representative of the Employee in good faith in all aspects of the employment relationship;

- Take all practicable steps to provide the Employee with a safe and healthy work environment.
- Monitor against the guidelines of The NZ Standards Indicators for Safe Aged-care and Dementia-care for consumers (SNZHB 8163 -2005).

8.2. The Employee shall:

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

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

9. PLACE OF WORK

The parties agree that the Employee shall perform their duties at the Care Home they are employed by, and with the agreement of the Employee at any other reasonable location to which they may be directed from time to time by the Employer.

10. RIGHT OF ENTRY

10.1. An authorised representative of the Union/s shall be entitled to enter any of the Care Homes only at reasonable times during any period when any Employee is employed to work, for the purposes related to the employment of Union members and/or the Union/s business.

The parties agree that they wish to have an effective and respectful relationship and shall work together to ensure this is applied wherever possible.

To assist that process, union access rights and responsibilities shall continue as per the Employment Relations Act and the following process will apply in its form as at the date of ratification of this agreement and compliance by the unions with the April 2011 amendments to the Act as they relate to consent to enter a workplace pursuant to sections 21 will not be required. The following will apply:

10.2. Authorised representatives of the Union/s party to this Agreement shall be entitled to enter the Employer's Care Homes at reasonable times. Given the nature of the Employer's Care Homes, it is important that a high degree of security and safety is maintained in the Care Home at all times. 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. Therefore, in order to maintain these standards the representative shall:

- i. Wherever practicable, provide the relevant manager with advance notice of their visit.
- ii. Report to the person on duty at Reception upon entry and advise the Manager [or the Manager's designated representative] of his or her arrival. If the representative is unable, despite reasonable efforts, to find the Manager / designated representative, the representative shall leave a written statement stating their and the union's name and the date, time and purpose of the entry.
- iii. State the purpose of entry and produce evidence of his/her identity and authority to represent the union concerned before proceeding further into the premises.
- iv. Collect a visitor's identification badge where available from reception and wear such badge at all times throughout the duration of the visit, and return said badge to the Receptionist when leaving the Care Home.
- v. Enter in a reasonable way, have regard to normal business operations of the Employer.
- vi. Comply with existing reasonable requirements and procedures in regard to safety, health and security.

10.3. The following shall inform clause 10.2:

When exercising their access rights union representatives shall at all times have regard for the need to respect the rights and privacy of residents and the operational needs of the site. This shall 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.
- iii. Where in accordance with the rights contained in the Act it is necessary to meet with Employees or members on a collective basis this shall be organised in advance with the appropriate manager.

11. UNION DELEGATES

11.1. The Employer shall recognise the delegate[s] who are elected by the Employees and endorsed by the Union/s as the representatives of the Union/s.

11.2. Delegates shall involve management at an early stage in the case of problems

or disputes brought to the delegate's attention, which need to be resolved.

- 11.3. Any Union delegate shall be allowed reasonable time to conduct Union-related business at the premises at which he or she is employed. However, the Employee has a responsibility to ensure that such time taken is not excessive and enables the Employer's operations to continue.

12. DEDUCTION OF UNION SUBSCRIPTIONS

- 12.1. Pursuant to section 55 of the Employment Relations Act 2000, the Employer shall deduct union fees from the salary of Employees who are members of the union party to this Agreement and who have authorised such deductions in writing. The Employer shall remit such deductions to the union with a list of Employees for whom deductions have been made.
- 12.2. Remittance shall be at fortnightly intervals as per the Care Home payroll run.

13. EMPLOYMENT RELATIONS EDUCATION LEAVE

- 13.1. The Employer shall grant paid employment relations education leave to eligible Employees based on the formulae set out in Part 7 of the Employment Relations Act 2000.
- 13.2. The parties agree that only union members are eligible to participate in employment relations education provided by their unions.
- 13.3. 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 collective i.e. any union member who works 30 hours or more per week = 1 FTE, any union member Employee who works less than 30 hours per week = 0.5 FTE.
- 13.4. As of the 31st March each year the Unions party to the Agreement shall notify the Employer of the:
 - a) Maximum number of employment relations education leave days, and
 - b) Details of the calculation
- 13.5. Employees who have been allocated employment relations education leave by the Unions party to the Agreement shall advise the Employer as soon as possible and not later than 14 days before the first day of such leave.
- 13.6. The Employer shall 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.

14. EMPLOYEE MEETINGS

- 14.1. Pursuant to section 26 of the Employment Relations Act 2000, every union member employed by the Employer, shall, in each calendar year be entitled to 2 union meetings of reasonable duration without loss of ordinary pay, provided that each of the following conditions is fulfilled:

- i. Fourteen days' notice of the date and time of any union meeting shall be given.
- ii. Work shall resume as soon as practicable after the finish of the meeting.
- iii. Only union members attending the meeting shall be entitled to payment. The union shall supply the Employer with a list of union members attending and will advise the Employer of the time the meeting finished.
- iv. In order to enable essential care and services to continue it may be necessary for some members to remain on site during the meeting in order 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 Employment Relations Act 2000.

15. FULL TIME/ PART TIME / FIXED TERM AND CASUAL EMPLOYMENT

- 15.1. Employees may be engaged as either full time, part time, casual or fixed term.
- 15.2. "Full time Employees" are those Employees who are employed to work (40) hours per week.
- 15.3. "Part time Employees" are those Employees who are employed to work less than (40) hours per week.
- 15.4. "Casual Employee" means an Employee who is engaged to work on an as needed, short term, irregular basis and who has no entitlement 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.
- 15.5. A "Fixed term Employee" is an Employee who 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.]
 - b) Where there is a project/task with funding of a finite duration.
- 15.6. An Employee engaged part time, fixed term or casual shall 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 Employees security of employment.

16. DUTIES

- 16.1. The duties of the positions within the coverage of this Agreement are set out in the job description. These duties may be modified or updated by the Employer from time to time following consultation. The Employee agrees to perform all other reasonable duties and to comply with reasonable instructions issued by the Employer provided that the Employee shall not be directed to work in an area or position outside of their skills,

competencies or qualifications.

17. SALARY

- 17.1. The Employee will be paid at the agreed salary step (pro rata) which shall not be less than the rates specified in this document.
- 17.2. Remuneration shall be paid fortnightly, direct credited into a bank account nominated by the Employee
- 17.3. In the event that employees relieve as a Registered or Enrolled nurse, they shall be paid their normal rate of pay and any applicable penal rates or allowances for that shift. .
- 17.4. Approval to relieve as a Registered nurse or Enrolled nurse outside of normal working hours must be obtained by Management prior to undertaking these duties.

Unit Co-ordinators

	1/4/2019	1/4/2019 (annual)
Step 1	\$35.50	\$73,840
Step 2	\$36.00	\$74,880
Step 3	\$36.50	\$75,920

Clinical Managers

	1/4/2019	1/4/2019 (annual)
Step 1	\$39.50	\$82,160
Step 2	\$40.00	\$83,200
Step 3	\$40.50	\$84,240

Progression will be by annual increments 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.

Appointment to the scale will be based on relevant years' of nursing experience e.g. a nurse with 1 years of relevant nursing experience will be appointed to step 2.

Translation to the above salary scales:

From 1 October 2018:

- All employees paid less than \$34 per hour at 30 September 2018 will have their hourly rate increased to \$34 per hour.
- All employees currently paid between \$34 and \$37 per hour at 30 September 2018 will receive a 4 % pay increase.
- All employees currently paid over \$37 per hour at 30 September 2018 will receive a 2% pay increase

From 1 April 2019:

Employees will translate to the new pay scale based on their years of service in the position:

- Employees with less than one year's service will be placed on Step One of the relevant scale.
- Employees with more than one year's service but less than 2 years' service will be placed on Step 2 of the relevant scale.
- Employee's with more than two years' service will be placed on Step 3 of the relevant scale.

18. SALARY DEDUCTIONS

- 18.1. If an error (occasioned by the Employer or the Employee) occurs in the calculation of the wage of an Employee which results in underpayment of that Employee, the deficit shall be paid to that Employee no later than two working days after the Employee brings the matter to the attention of the Employer; or, where the underpayment is \$20.00 gross or less, by the next pay period, unless the Employee requests the payment to be remedied more urgently.
- 18.2. Deductions may be made from salary 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.
- 18.3. In the event of a payment of salary made in error to the Employee, the Employer and Employee shall agree on reasonable repayments by deduction from salary, except upon termination where any remaining erroneous payment may be recovered in full from any monies owed by the Employer to the Employee. Where agreement cannot be reached following discussion, the Employer may deduct the erroneous 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.
- 18.4. Unless otherwise agreed (or if impracticable to do so) upon termination of employment, an Employee shall be paid all entitlements on the day of departure, or within two office working days if the day of departure is in the weekend. This sub clause shall not apply to Employees who resign without giving the appropriate notice or abandon their employment. Such Employees shall be paid their final pay on the next pay day.
- 18.5. 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 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.

19. ON CALL

- 19.1. In the interests of healthy rostering practices, 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 authorized by the relevant Care Home Manager.
- 19.2. The responsibilities of the employee’s role will require him/her to fulfil on call duties as and when requested. These on call duties will be shared among selected employees with in the Care Home to ensure adequate cover is provided. A Covered Employee who is instructed to be on call during normal off-duty hours shall be paid an on call allowance of \$2.00 per hour; except on Public Holidays when the rate shall be \$2.50 per hour.
- 19.3. 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 (2) hours. This will include travel time. For the avoidance of doubt this time will not attract any overtime or penal rates.
- 19.4. An employee who is required to be on call shall be provided with access to a cell phone while they are on call.

20. HIGHER DUTIES

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

Where a Covered Employee performs the duties of the higher position for a period of greater than two (2) weeks, the allowance payable shall be an amount equivalent to 10% of the Covered Employee’s hourly rate for those hours worked in the higher duties position.

21. PENAL RATES

Midnight Friday-midnight Sunday	15% times the applicable hourly rate
Night Rate: 11pm to 7am	\$6 per shift
The two allowances mentioned above are cumulative.	

22. HOURS OF WORK

- 22.1. Each employee shall be provided with a written copy of any additional individual terms of employment "particulars of employment" which shall not be inconsistent with the collective agreement. The individual terms shall state the employee's agreed hours not otherwise specified in the collective agreement. Any agreed variation to shall be recorded and a copy provided to the employee.
- 22.2. The usual working hours for Employees are 8 hours per day, commencing in the morning, Monday-Friday.
- 22.3. The Employer and an Employee may agree to vary the employee's hours of work.

23. REST AND MEAL BREAKS

- 23.1. The Employee will be entitled to the following rest and meal breaks:

If the Employee works:

- 2 hours or more but not more than 4 hours, the Employee is entitled to one paid 10 minute rest break;
- 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;
- 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.

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.

- 23.2. The exception to this provision is that if the Employee is on the "night" shift, [i.e. a shift commencing after 10pm and finishing after 4am] 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.
- 23.3. The Employer shall provide tea, coffee, milk and sugar for rest and meal breaks with no charge to the Employees.

24. ANNUAL LEAVE

- 24.1. The 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.
- 24.2. Annual leave shall be taken at a mutually agreed time, with consideration given to the operational requirements of the Employer's business and the

Employee's circumstances. In the absence of such agreement or in order to prevent accumulation, the Employer may require the Employee to take his or her annual holidays provided no less than 14 days' notice is given pursuant to the Holidays Act 2003.

- 24.3. 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.
- 24.4. Pursuant to Holidays Act 2003 the Employer may allow an Employee to take an agreed portion of the Employee's annual holiday entitlement in advance.
- 24.5. An Employee taking anticipated leave under Clause 23.4 and who leaves their employment prior to entitlement of annual holidays shall repay on termination any excess monies paid above the entitlement.
- 24.6. 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. Therefore the Employer will not accept requests from Employees for the Employer to pay out one week of the 4 week annual leave entitlement unless the Employee establishes exceptional circumstances require them to have one week of their annual leave entitlement paid out in every case no payment for a proposed leave sale shall be made unless the requirements as to paying out annual leave have been met.

25. STATUTORY HOLIDAYS

- 25.1. Pursuant to the Holidays Act 2003 Employees will be granted the following eleven 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	

- 25.2. Due to the need to maintain its service to residents, the Employer shall 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.

Where such a day is worked, Employees shall be paid at times one and a half their hourly rate for the time so worked; and where the holiday would otherwise have been a working day for the Employee, the Employee shall 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.

- 25.3. Should any Christmas, ANZAC, Waitangi and New Year holidays fall on Saturdays or Sundays in any particular year, such holidays shall 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.

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

26. PARENTAL LEAVE

The provisions of the Parental Leave and Employment Protection Act 1987 and its subsequent amendments shall apply.

27. BEREAVEMENT LEAVE

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

27.2. All Employees shall on the death of their spouse/partner, parent, step-parent, child, step child, brother, sister, grandparent, grandchild or spouse's parent be entitled to three days' bereavement leave.

27.3. One day's bereavement leave is available in other cases where the Employer accepts, in accordance with the Holidays Act, that the Employee has:-

- a) suffered bereavement by close association between the Employee and the deceased person or,
- b) significant responsibility for all funeral arrangements or,
- c) cultural responsibilities in relation to the death.

28. SICK LEAVE

New Employee	First 0 – 6 months of employment	2 days paid sick leave
New Employee	Month 6 – month 18 of employment, in addition to the 2 days sick leave entitlement for the first 0-6 months	10 days paid sick leave
Existing Employee	For each 12 month period from the 6 month anniversary date	10 days paid sick leave

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

- o sick or injured,
- o if their spouse/partner is sick or injured, or
- o if a dependent for whom they provide care is sick or injured.

28.1.2. The Employee may carry over unused sick leave of up to 25 days entitlement into the next period of entitlement.

In addition to the above entitlement, long serving employees (10 years+) will

be able to carry an additional 5 days of unused sick leave into the next period of entitlement, as follows:

Number of years' service	Number of unused sick leave carried over
Below 10 years	Up to 25 days
10 – 15 years	Up to 30 days
15 – 20 years	Up to 35 days
20 – 25 years	Up to 40 days
25 years and over	Up to 45 days

The above will come into operation as from the date of ratification of the Collective and be applied to individuals going forward at their next entitlement anniversary. For the sake of clarity, it is not envisaged that there will be any back allocation for those employees who already have 10 years + service.

28.1.3. The Employee may make an application for 2 days discretionary leave for Care Home acquired illness, these additional days may be requested on each occasion of such illness.

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

28.1.5. 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), to cover that sick leave. 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 29.5 or where the employee is unable to perform the full duties of their position as per clause 38.

28.1.6. If an Employee wishes to take sick leave, he/she will give the Employer as much prior notice as practicable. Wherever practicable the Employee will provide a minimum of 4 hours' notice before the Employee is due to start work, of their absence on sick leave.

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

Pursuant to the Holidays Act 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] are met; and 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
- b) agrees to meet the Employee's reasonable expenses in obtaining the proof.

28.1.8. 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.

28.1.9. Where a medical certificate is requested by the Employer in accordance with clauses 29.3, 29.4 or 29.5, the certificate must state that the Employee has been examined by the medical practitioner and is, in the doctor's opinion, unfit for work.

28.1.10. 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 his or her employment ends.

29. LONG SERVICE LEAVE

29.1. An Employee who works 32 hours or more per week, is covered by this Agreement, and who has worked continuous years of service as detailed below, shall 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

29.2. All holidays taken under sub-clause (1) of this clause shall be paid for at ordinary weekly pay or average weekly earnings as that term is defined in the Holidays Act 2003 and shall be taken at a time or times as agreed between the Employer and Employee concerned.

29.3. Long Service Leave is to be taken in minimum blocks of 1 week.

29.4. 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.

29.5. An Employee who has become entitled to long service leave and who then leaves his/her employment prior to the taking of the leave shall be entitled to payment in lieu thereof.

30. JURY SERVICE

30.1. 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.

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

- 30.3. If however leave of the Court is not granted, the Employee shall be granted paid jury service leave of up to a maximum of 5 days.
- 30.4. The Employee shall return to work at any time they are not required by the Court.
- 30.5. Where an Employee receives payment from the Court for Jury Service duties, the Employee shall 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 of time, then the Employee may retain the difference.

31. HEALTH AND SAFETY

- 31.1. 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 shall comply with the requirements of the Health and Safety at Work Act 2015.
- 31.2. The Employer and Employees shall do everything they can to make and keep the working environment safe for residents, visitors and Employees.
- 31.3. Employees are expected to notify any damage or loss of equipment to the Employer immediately.
- 31.4. 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.

32. 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.

33. UNIFORMS

Employees are required to adhere to the Bupa Care Services Dress Code. 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.

34. AMENITIES

- 34.1. The Employer shall provide secure storage for Employees' personal belongings. Where lockers are made available no Employee shall be required to share a locker with another Employee working on the same shift unless mutually agreed.
- 34.2. The Employer may make a charge for keys lost by an Employee.

- 34.3. Secure storage so provided shall be cleared by an Employee at the completion of the shift.
- 34.4. The Employees shall comply with the Smoke Free Environments Act.

35. TERMINATION OF EMPLOYMENT

- 35.1. Except as provided in this clause, this Agreement may be terminated as by either party providing 4 weeks' notice.
- 35.2. Where the full notice is not given, payment equivalent to the unexpired period of notice shall be paid or forfeited as the case may be.
- 35.3. The Employer may terminate the Agreement without notice, in the case of substantiated serious misconduct.
- 35.4. The Employer may elect to pay the Employee salary in lieu of all or part of the notice period. Where this is done, this shall not constitute dismissal.

36. SUSPENSION

In the event that 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.

37. ABANDONMENT OF EMPLOYMENT

Except in the case of casual Employees, where an Employee absents themselves from work for a continuous period of three consecutive working days without the consent of the Employer, and without proper notification to the Employer and without good cause, the Employee shall be deemed to have terminated their employment without notice. In the case of a casual Employee, the period of absence constituting abandonment shall be one arranged work shift instead of three.

38. TERMINATION ON HEALTH GROUNDS

- 38.1. Where the Employer believes that the Employee is unable to perform the full duties of his/her position in an efficient manner, that will ensure the continued health, safety and wellbeing of the residents and 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 (6) weeks absence from work.
- 38.2. Before taking action under this clause the Employer shall 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.
- 38.3. The Employee agrees that the relevant results of such examination shall 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.

- 38.4. If the Employer is unable to accommodate the Employee's disability after reasonable efforts, employment will be terminated with notice in accordance with Clause 34 of this Agreement.
- 38.5. 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 shall not be retained on a list of casual Employees or called in to work.

39. CONSULTATION

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.

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.

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.

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

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.

The employer will enter consultation with an open mind and give genuine consideration to the matters raised in any response made by the affected employees or their representatives. While there will be an attempt to reach agreement, the final decision will be the responsibility of the Employer.

40. REDUNDANCY

- 40.1. In the event of redundancy, affected permanent Employees will be entitled to four 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. The Employer may elect to pay in lieu of part or all of the notice period. Casual and temporary Employees are entitled to the notice provided in clause 34 instead of the notice provided in this clause.

- 40.2. 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 40.1.

- 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 endeavouring to have the new employer offer the affected permanent Employees employment on the same or similar terms and conditions and recognising service as continuous. 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.
- c) Affected permanent Employees are entitled to choose whether or not to accept employment with the contractor/service provider. In the event that 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.
- d) 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 40.1 in addition to compensation under this clause.
- e) 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.
- f) In the case of an Employee who falls into one of the "specified categories of Employees" Part 6A of the Employment Relations Act, the provisions in Part 6A of the Act shall apply instead of the provisions in this sub-clause.

41. PROFESSIONAL DEVELOPMENT

- 41.1. The Employer shall 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.
- 41.2. Professional development leave will be granted at the ordinary rate and shall not accumulate from one year to the next.
- 41.3. The Employer will pay the course fees of Bupa agreed training courses for all staff.
- 41.4. Any claim for expenses including course fees or course-related expenses must

be approved in advance and will be considered on a case by case basis.

41.5. 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, organization effectiveness and workforce. The employer provides access to PDRP programmes for Employees.

42.6 Staff working on preparing a portfolio, obtaining or maintaining skill levels associated with the Professional Development and Recognition Programme are entitled to additional leave in order to undertake research or study associated with meeting the PDRP requirements as follows:

Level:

Proficient	1 day p.a.
Expert/Accomplished	2 days p.a.

42.7 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 as long as the employee maintains that level of practice. All levels of practice allowances shall be added to the base rate of pay and be payable on all hours worked.

The rates of these allowances are as follows:

RN Expert	\$3000 p.a
RN Proficient	\$2500 p.a
EN Accomplished	\$2000 p.a
EN Proficient	\$1750 p.a

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 proficient and expert (RNs) and proficient and accomplished (ENs) is voluntary.

42. EDUCATION FUND

An Education Fund of \$10,000 will be funded by the Employer and will be available for union members only. The fund will be available for education and activities which promote leadership, employee voice and matters of agreed common interest between the unions and Bupa. Union members may make an application to the fund through the union. The process of application will be determined by the unions. The successful applications will then be presented to the Bupa Care Services team Chief Operating Office/Lead Nurse (NZ), Head of Operations and Head of Clinical Service Improvement for final sign-off.

43. CONFIDENTIALITY

43.1. As part of his / her normal duties, the Employees will have access to confidential information concerning the Employer. This information may include, but is not limited to, business information, trade secrets, transaction

details, business, Employee or client records, and other confidential information relating to the Employer, Employees or clients.

- 43.2. 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.
- 43.3. 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 Disclosure Act, Health & Safety in Employment Act, Health & Disability proceedings. 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.

44. OTHER EMPLOYMENT

- 44.1. Employees shall 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 and are encouraged to inform their manager when they engage in other employment which may interfere with their ability to carry out their duties or impinge on the proper performance of their duties.
- 44.2. For the purpose of ensuring a match between rosters and Employees' availability a permanent Employee shall advise the Employer of any secondary employment.
- 44.3. Where the Employer has good cause to consider that the secondary employment is contributing to performance issues this shall be managed as a disciplinary issue.

45. SOLICITATION OF RESIDENTS

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

46. INTELLECTUAL PROPERTY

- 46.1. 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.
- 46.2. Such intellectual property includes but is not limited to policy manuals, service manuals, quality improvement systems and other documentation.
- 46.3. The Employees shall not, except within the normal scope of their employment duties and with the express consent of the Employer:
- remove from the offices of the Employer any such intellectual property in any format including electronic storage, magnetic film, computer files; or copy any such intellectual property in whatever format it may be represented or depicted; or
 - act in any way which is inconsistent with or in conflict with the rights of the Employer, as owner of such intellectual property.

47. MEDIA AND PUBLIC RELATIONS

- 47.1. The Employees covered by this Agreement are not authorised to speak to the media on behalf of the Employer.
- 47.2. Aside from the Employee's obligation to diligently and appropriately represent the Employer in the course of 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.

48. LICENCES AND QUALIFICATIONS

- 48.1. 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.
- 48.2. Should an Employee lose any such qualification or license that is required to carry out any part of his or her designated duties, the Employer has the right to review the Employee's employment with the Employer.
- 48.3. 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 thus required to hold practicing certificates.
- 48.4. Casual Employees are not entitled to reimbursement of a practicing certificate.

49. ACCIDENT INSURANCE

- 49.1. 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.
- 49.2. The Employee shall 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.

50. POLICE CHECKING

All Employees who work within Bupa Care Services in direct care roles, who are over eighteen years of age, are required to have a New Zealand Police screening check completed as part of the employment process and then subsequently every three years once employed to meet the requirements of the Vulnerable Children Act 2014 Regulations, in line with our contractual funding obligations.

51. SAVINGS CLAUSE

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 2018-30 June 2019 (the MUCA).

Further, nothing in this Agreement shall operate so as to reduce the existing wages of any union member covered under this Agreement.

52. RESOLUTION OF EMPLOYMENT PROBLEMS

- 52.1. In order 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.
- 52.2. 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 Ministry of Business, Innovation and Employment Labour Group on 0800 800 863 or on its website at www.ers.dol.govt.nz pamphlets/fact sheets from the Ministry of Business, Innovation and Employment Labour Group.
 -

c) Discuss the problem

If either the Employer or Employee believes that there is a problem, it should be raised as soon as possible. This can be done in writing or orally provided the Employee feels comfortable doing so. An Employee should ordinarily raise the problem with their direct manager. Otherwise the problem can be raised with another appropriate manager. 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.

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, they each have a number of options:

- They can contact the Ministry of Business, Innovation and Employment Labour Group, which can provide information and/or refer them to mediation.
- They can take part in mediation provided by the Ministry of Business, Innovation and Employment Labour Group (or they can agree to get their own mediator, Mediation will normally be confidential).
- If they reach agreement, a mediator provided by the Ministry of Business, Innovation and Employment Labour Group can sign the agreed settlement, which will be binding on the Employer and Employee.
- They can both agree to have the mediator provided by the Ministry of Business, Innovation and Employment Labour Group, 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
- The Authority can direct the Employer and Employee to mediation, or can investigate the problem and issue a determination.
- 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).
- In limited cases, there is a right to appeal a decision of the Employment Court to the Court of Appeal.

e) Personal Grievances

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

52.3. Grievance rights

The parties agree that no Employee shall be dismissed or disciplined without a

reasonable opportunity to have their views considered. To that end no person shall be dismissed without the knowledge of the Chief Operating Officer/Lead Nurse (NZ), or the Head of Human Resources or the Managing Director.

53. EMPLOYEES IN THE FIRST 90 DAYS OF EMPLOYMENT

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. Notwithstanding this it is agreed that within the first 90 days of employment clause 50.2 e) shall only apply on a case by case basis at the request and with the approval of a union party.

DECLARATION

SIGNED BY

SIGNED BY

for:


The New Zealand Nurses Organisation (Inc)

Date 5/2/2019

SIGNED BY

for:


Bupa Care Services (NZ) Limited as the Employer

Date 30 January 2019