

s.22 Irrelevant information

**From:** s.22 Irrelevant information  
**Sent:** Tuesday, 14 December 2021 4:39 PM  
**To:** CAREY,Michelle  
**Cc:** s.22 Irrelevant information  
**Subject:** BUPA PAY COMPLIANCE REVIEW  
**Attachments:** 14.12.2021 Letter to Michelle Carey FWO.pdf

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Dear Ms Carey,

Thank you for taking the time to speak to [redacted] and [redacted] earlier today, please find attached our formal advice from Bupa.

Please feel free to reach out anytime.

Regards, [redacted]

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Bupa Asia Pacific  
[33 Exhibition Street, Melbourne, VIC 3000](#)

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Make new possibilities happen

**Caring**  
Act with empathy and respect

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Own your decisions and actions

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**From:** NICHOLAS,Phoebe  
**Sent:** Friday, 25 February 2022 12:58 PM  
**To:** s.22 Irrelevant information  
**Cc:** CAREY,Michelle  
**Subject:** BUPA - self report - request for information [SEC=OFFICIAL]  
**Attachments:** FWO Letter 25022022 - Bupa Australia.pdf

OFFICIAL


Dear s.22 Irrelevant information

Please refer to the attached correspondence.

Please let me know if you have any queries regarding the above. From Friday 4 March 2022 any queries may be directed to Michelle Carey, Executive Director, Large Corporates Branch, on her return to the office.

Regards,

Phoebe

 **Phoebe Nicholas** | Executive Director (A/g)  
Large Corporates Branch  
**FAIR WORK OMBUDSMAN**

T: 03 9954 2982  
X: 32982  
M:   
E: [phoebe.nicholas@fwo.gov.au](mailto:phoebe.nicholas@fwo.gov.au)

GPO Box 9887 VIC 3001 | 414 La Trobe St, Melbourne VIC 3000

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GPO Box 9887  
Melbourne VIC 3001

25 February 2022

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Bupa Australia

By Email: s.22 Irrelevant information  
Copy to: s.22 Irrelevant information

Dear s.22 Irrelevant information

### Bupa – Self-Report of Underpayments

I refer to the meeting between the Fair Work Ombudsman (FWO) and representatives of Bupa Australia (Bupa) on 14 December 2021 (Meeting) and your correspondence of the same date, regarding underpayments reported to the FWO identified as a result of the pay compliance review (Review) undertaken by Bupa.

We understand Bupa has undertaken a review of its payroll obligations in respect to its Australian operations and employees of the following nine employing entities:

- Bupa Aged Care Australia Pty Ltd;
- Bupa Health Services Pty Ltd;

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- Bupa HI Pty Ltd;
- Bupa Medical Services Pty Limited;

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- Bupa Telehealth Pty Ltd;
- Bupa Wellness Pty Ltd; and
- Dental Corporation Pty Ltd (collectively; the Employing Entities).

This correspondence sets out further information the FWO requests from Bupa relating to the Review.

### Review timeline / program milestones

1. The FWO requests a copy of, or information that sets out, Bupa's Review project plan including a detailed timeline of milestones and deliverables and the date(s) on which Bupa plans to make remediation payments to employees of each of the Employing Entities. We appreciate these may be subject to variation, however oversight of Bupa's projected milestones will enable the FWO to specify to Bupa timeframes for the provision of Review updates, or other information required by the FWO, at a time which aligns with the Review project status.

## Review scope

2. The FWO also requests the following information relating to the scope of the Review:
  - a. confirmation that the entities listed in Appendix B to Bupa's 14 December 2021 letter comprise a complete list of entities that employ/employed Bupa's Australian workforce during the period 1 June 2014 to 31 December 2021. If not, please provide details of any other employing entities;
  - b. to the extent that an Employing Entity (or a specific site operated by that entity) was acquired by Bupa, the date of acquisition;
  - c. the relevant date range being reviewed for each Employing Entity and the industrial instrument(s) that applied to each;
  - d. a description of each issue affecting each Employing Entity and corresponding source of entitlement (e.g. enterprise agreement or award provision(s));
  - e. for each Employing Entity and issue, the total amount of underpayments calculated to date, separately articulated for the entitlement, superannuation and interest and (if applicable) flow on to entitlements such as leave accruals;
  - f. for each Employing Entity and issue, the total number of current and former employees included within the scope of the Review; and
  - g. for each Employing Entity and issue, the total number of current and former employees who have been identified as having been impacted to date (or an estimate, if the total number is not yet confirmed).
3. If the Review is not sufficiently progressed to enable provision of complete information on points (e) to (g) above, please provide all available information and advise of a timeframe for when the remaining information will be provided.

## Review methodology

4. As discussed during the Meeting, a primary focus of the FWO is to ensure that the amounts owed to employees are calculated accurately and paid in a timely manner. The FWO seeks information to enable us to understand Bupa's approach to its Review, as well as further information in relation to the methodology applied when calculating employee entitlements forming part of the Review.
5. Early and fulsome provision of this information to assist our assurance process may facilitate more efficient discussions on relevant issues and has the potential to narrow the scope of future information requests, including requests for calculations data and supporting material.
6. The FWO requests that Bupa provide the following information in relation to the methodology used to review employee classification levels and undertake calculation of the entitlements included in the Review, including:
  - a. any business rules or interpretations that underpin the review and/or calculation of employee classifications and entitlements (including the application of relevant clauses of the FW Act and/or relevant awards and/or enterprise agreements);
  - b. the sources of data and records relied upon and Bupa's approach to addressing any data quality issues;
  - c. any assumptions made when determining employee classification levels and calculating underpayments and the reasons or basis for such assumptions;
  - d. details of how data has been verified and calculations validated (including whether that validation is independent);

- e. details of calculation logic and calculation steps adopted;
- f. specific details of any application of set off and how payments are being allocated to entitlements;
- g. if Bupa is relying on contractual terms, for instance as the basis for any set off of entitlements or annualised salary arrangements, the FWO requests further information about such arrangements. At this time, we will accept a representative sample of contracts (or template contracts if adequately detailed) from across the Review period, entities and/or roles (to the extent any such contractual terms varied over time or by entity); and
- h. any other information that can provide the FWO with assurance as to the accuracy of Bupa's calculations methodology.

### **Payroll processes**

7. The FWO requests that Bupa provide the following information relating to its payroll processes and measures taken to ensure current and ongoing compliance with its obligations:
  - a. details of the time and attendance and payroll systems that are, or were, utilised by each of the Employing Entities during the period 1 June 2014 to 31 December 2021. If Bupa has separate systems in place for payroll and HR functions, please specify the function of each system as used by each entity;
  - b. which of the Employing Entities has payroll responsibilities (whether to a single entity or to the group) and any changes to these responsibilities from 1 July 2014 onwards;
  - c. whether any third-party payroll provider(s) were engaged to provide payroll services to Bupa and/or the Employing Entities and if so, the name of the provider(s), the nature and extent of the engagement and relevant time period; and
  - d. how Bupa and the Employing Entities have ensured current and future compliance with obligations under the awards, enterprise agreements, the Fair Work Act 2009 (Cth) (FW Act) or other relevant instruments, including any uplift or change to policies, processes, systems, training, controls or governance.

### **Communications**

8. Having visibility of communications with relevant stakeholders can assist the FWO in responding to any contact received by our frontline services in relation to ongoing review processes. The FWO requests that Bupa provide the FWO with the following information in relation to communication with employees, including:
  - a. copies of all employee communications issued to date regarding the Review and any remediation steps (with example copies being sufficient where a template communication has been used);
  - b. copies of any future communications with employees shortly after such communication occurs; and
  - c. the steps Bupa has taken (or plans to take) to locate and engage with former employees impacted by the Review.
9. Bupa has previously advised us that it intended to communicate the initial Review findings to relevant unions. Please confirm which unions have been notified (and if useful, in relation to which cohort of employees), and the date of notification.

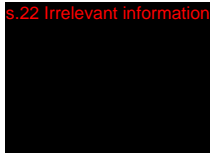
**Provision of information**

10. Please provide the information requested above by no later than **5:00 pm on Friday 18 March 2022**. The FWO can provide access to a secure file transfer portal on request. If Bupa does not wish to provide the information voluntarily pursuant to this correspondence, please advise us by no later than **Friday 11 March 2022**.
11. Any information provided voluntarily under this request may be used by the FWO as appropriate to further its statutory functions under the FW Act. Consistent with our obligations to advise persons providing information or producing documents to the FWO in the course of performing functions under, or in connection with, a law of the Commonwealth, Bupa and/or its officers may be liable to a civil remedy under the FW Act for giving false or misleading information or producing false or misleading documents. It is also a serious offence under the *Criminal Code* (Cth).

If you wish to discuss this correspondence or seek clarification as to what information to provide, please contact me on (03) 9954 2982 or [phoebe.nicholas@fwo.gov.au](mailto:phoebe.nicholas@fwo.gov.au).

Yours sincerely,

s.22 Irrelevant information



Phoebe Nicholas  
Executive Director (A/g) – Large Corporates Branch  
Fair Work Ombudsman

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**From:** s.22 Irrelevant information  
**Sent:** Friday, 11 March 2022 7:57 AM  
**To:** CAREY,Michelle  
**Cc:** s.22 Irrelevant information; NICHOLAS,Phoebe  
**Subject:** RE: BUPA - self report - request for information  
**Attachments:** 11.03.2022 - FWO - Letter to Ms Michelle Carey.pdf  
**Importance:** High

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Dear Ms Carey,

Further to Phoebe Nicholas' letter dated 25 February 2022, please find attached letter in response to the preliminary issue of whether Bupa will provide the information voluntarily pursuant to Ms Nicholas' letter. In short, Bupa will be providing this information voluntarily and we are working towards providing this to you by your deadline of 5pm on 18 March 2022.

As always, if you wish to discuss this matter at any time, please do feel free to call me on s.22 Irrelevant information

Thanks so much.

Kind regards,

s.22 Irrelevant information

s.22 Irrelevant information Asia Pacific  
 Bupa, 33 Exhibition Street, Melbourne, Victoria 3000, Australia  
 s.22 Irrelevant information [W bupa.com.au/healthandcaring](http://www.bupa.com.au/healthandcaring)




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**From:** NICHOLAS,Phoebe <[Phoebe.Nicholas@fwo.gov.au](mailto:Phoebe.Nicholas@fwo.gov.au)>  
**Sent:** Friday, 25 February 2022 1:58 PM  
**To:** s.22 Irrelevant information  
**Cc:** s.22 Irrelevant information; CAREY,Michelle <[Michelle.Carey@fwo.gov.au](mailto:Michelle.Carey@fwo.gov.au)>  
**Subject:** BUPA - self report - request for information

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Dear s.22 Irrelevant information

Please refer to the attached correspondence.

Please let me know if you have any queries regarding the above. From Friday 4 March 2022 any queries may be directed to Michelle Carey, Executive Director, Large Corporates Branch, on her return to the office.

Regards,



Phoebe

**Phoebe Nicholas** | Executive Director (A/g)  
Large Corporates Branch  
**FAIR WORK OMBUDSMAN**

T: 03 9954 2982  
X: 32982  
M: [REDACTED]  
E: [phoebe.nicholas@fwo.gov.au](mailto:phoebe.nicholas@fwo.gov.au)

GPO Box 9887 VIC 3001 | 414 La Trobe St, Melbourne VIC 3000

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**From:** s.22 Irrelevant information  
**Sent:** Friday, 18 March 2022 9:49 AM  
**To:** CAREY,Michelle  
**Cc:** NICHOLAS,Phoebe; s.22 Irrelevant information  
**Subject:** BUPA - self report - request for information  
**Attachments:** 18.03.2022 Letter to Ms Michelle Carey FWO.pdf; Attachments.zip  
**Importance:** High

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Dear Ms Carey,

Further to Phoebe Nicholas' letter dated 25 February 2022, please find attached letter in response, plus attachments.

As always, if you wish to discuss this matter at any time, please do feel free to call me on s.22 Irrelevant information

Kind regards,

s.22 Irrelevant information

s.22 Irrelevant information Asia Pacific  
 Bupa, 33 Exhibition Street, Melbourne, Victoria 3000, Australia  
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PRIVATE AND CONFIDENTIAL

<Insert date>

<Insert first name surname>

<Insert address>

<Insert suburb STATE POSTCODE>

Dear <insert first name> ,

### Offer of Employment

Welcome to Bupa Aged Care Australia Pty Ltd (“**Bupa**”). I am really pleased that you have chosen Bupa as your new employer, and welcome you to an organisation that cares like no other.

The details in relation to your terms and conditions of employment are set out in the enclosed document. However, I draw your attention to the following key terms, which together with the enclosed terms and conditions, constitute your contract of employment with Bupa:

- **Your role:** <Insert position title>
- **Your type of employment:** Full time
- **Reports to:** <Insert Leader title>
- **Your primary work location:** <Insert primary location>
- **Your employing entity:** Bupa Aged Care Australia Pty Ltd
- **Your commencement date:** <Insert start date>
- **Your ordinary hours of work:** 76 hours per fortnight
- **Your remuneration:** \$<insert XX> per annum, plus superannuation
- **Your applicable Industrial Instrument:** **[For NSW insert]**< [Bupa Aged Care Australia, NSWNMA, ANMF \(NSW Branch\) and HSU NSW Branch, New South Wales Enterprise Agreement 2018](#) and any enterprise agreement which replaces the Bupa Aged Care Australia, NSWNMA, ANMF (NSW Branch) and HSU NSW Branch, New South Wales Enterprise Agreement 2018 and applies to you (“**Industrial Instrument**”) **>[For QLD insert]**< [Bupa Care Services Queensland Enterprise Agreement 2014](#) and any enterprise agreement which replaces the Bupa Care Services Queensland Enterprise Agreement 2014 and applies to you (“**Industrial Instrument**”) **>[For SA insert]**< [Bupa Care Services Pty Limited South Australia Enterprise Agreement 2015](#) and any enterprise agreement which replaces the Bupa Care Services Pty Limited South Australia Enterprise Agreement 2015 and applies to you (“**Industrial Instrument**”) **>[For VIC insert]**< [Bupa Aged Care Australia Victorian Enterprise Agreement 2017](#) and any enterprise agreement which replaces the Bupa Aged Care Australia Victorian Enterprise Agreement 2017 and applies to you (“**Industrial Instrument**”)
- **Your classification:** **[For Business Administrators or Business Admin Managers in Victoria insert]**<Wage Skill Group 11>**[OR for Business Administrators or Business Admin Managers in other states insert]**<Aged Care Employee Level 7>**[OR for Customer Relations Consultants in Victoria insert]**<Wage Skill Group 6>**[OR for Customer Relations Consultants in other states insert]**<Aged Care Employee Level 3>
- **Your probationary period:** First 6 months of your employment with Bupa
- **Notice period during probation:** In accordance with your Industrial Instrument
- **Notice period after probation:** In accordance with your Industrial Instrument

- **Your leave:** In accordance with your Industrial Instrument and any relevant Bupa Policies

The key terms above are provided as a high-level summary only, and should be read in conjunction with the relevant clause in the enclosed terms and conditions of employment. These terms may change during the course of your employment, in accordance with the term and conditions enclosed.

Please review this contract of employment carefully, and raise any actual or potential conflicts of interest with your employment with Bupa (see the 'Restriction during your employment' clause) with your Recruitment Partner before accepting this offer of employment.

<Insert first name>, I look forward to you joining the Bupa team and wish you all the very best for your career here. We are committed to creating a place where people love to work and I look forward to you joining us on this journey.

Yours sincerely,

s.22 Irrelevant information

**Bupa Australia and New Zealand**

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## **FURTHER TERMS AND CONDITIONS OF YOUR EMPLOYMENT**

### **YOUR ROLE**

You will be employed in the role specified in the letter addressed to you enclosing these terms and conditions ("cover letter"). Your role, responsibilities, title and/or position description may change over time, but this will be in consultation with you.

You will initially report to the person in the position set out in the cover letter or any such person as directed by Bupa.

Your primary work location is specified in the cover letter, however you may be required to carry out the duties of your position at other locations, to work remotely or to relocate to another location that is within a reasonable distance.

### **YOUR HOURS OF WORK**

Your ordinary hours of work are set out in the cover letter.

You will be required to work hours which meet the operational requirements of the business (which may change from time to time).

Refer to your Industrial Instrument set out in the cover letter for further detail on hours of work.

### **YOUR REMUNERATION**

#### **Salary**

Your annual salary, is as set out in the cover letter.

Your salary includes provision for and compensates you for any allowances, penalties, overtime, leave loading and public holiday payments that may otherwise be payable to you under the Industrial Instrument, any other industrial instrument or applicable legislation.

Bupa will pay your remuneration, less taxation deductions, fortnightly, into a bank or building society account of your choice. Bupa may change the frequency of your payment.

### **Superannuation**

In addition to your salary, Bupa will pay the minimum compulsory superannuation contribution rate required under the Superannuation Guarantee (Administration) Act 1992 ("SG Act") to complying superannuation plans, up to the legislative threshold, the Maximum Contributions Base (MCB). The current superannuation guarantee rate is 10%.

If you do not nominate a preferred complying superannuation fund, Bupa will make superannuation contributions to a legislatively compliant default fund on your behalf. You are not required to, but can choose to make additional contributions to your Superannuation Plan. Should you choose to contribute an additional amount, this can be on a pre-tax salary sacrifice basis as part of your package arrangement.

### **BACKGROUND CHECKS**

This offer of employment is conditional upon the receipt of satisfactory background checks which will include reference checks, police checks and work rights checks at a minimum.

Should an unsatisfactory background check be returned to us prior to or following the commencement of your employment, Bupa may choose to terminate your employment or withdraw this offer (as the case may be), with immediate effect.

### **ONGOING DISCLOSURE OBLIGATIONS**

You have an ongoing obligation to immediately notify your leader if you are charged with any criminal offence during your employment. To avoid doubt, any breach of this obligation may result in termination of your employment.

### **INFLUENZA AND COVID-19 VACCINATIONS**

Your employment with Bupa is conditional upon you providing Bupa with appropriate evidence that you have current influenza and COVID-19 vaccinations, or boosters (as the case may be). Appropriate evidence may be a statement or record from a health practitioner, an immunisation history statement (available from Medicare online or the Express Plus Medicare mobile app) or, for the COVID-19 vaccination, a digital COVID-19 certificate. Should this condition not be satisfied, Bupa may terminate your employment or withdraw this offer (as the case may be), with immediate effect.

You have an ongoing obligation to comply with any influenza or COVID-19 vaccination requirements made by the relevant authorities or Bupa during your employment. To avoid doubt, any breach of this obligation may result in the termination of your employment by Bupa.

### **RIGHT TO WORK IN AUSTRALIA**

Your employment with Bupa is subject to you having valid work rights allowing you to work at Bupa in Australia by way of either Australian citizenship or a valid visa from the Department of Home Affairs. You are required to immediately notify your leader and the Bupa People team if there are any changes to your right to work in Australia including if your visa is no

longer valid, if your visa type changes or if you gain citizenship of Australia.

## **PROBATIONARY PERIOD**

Your employment for the first 6 months is on a probationary basis. Your employment with Bupa is conditional upon your performance and conduct being to your leader's and Bupa's satisfaction during the probationary period.

During the probationary period, Bupa may terminate your employment by giving you the notice set out in the cover letter or payment in lieu of such notice. Similarly, you may terminate your employment during the probationary period by giving Bupa the notice set out in the cover letter.

## **LEAVE PROVISIONS AND THE NES**

Your leave entitlements are set out in your Industrial Instrument (and any replacement industrial instrument that replaces it and applies to you), and any relevant Bupa policies.

The National Employment Standards ("NES") apply to your employment. Where the NES is more generous to you in any respect than your contract of employment, your Industrial Instrument or any other instrument which applies to you, the provisions of the NES will prevail over the less generous provision. To avoid doubt, the NES does not form part of your contract of employment and, if new standards are introduced by way of legislation replacing the NES, those new standards will apply to your employment and will not form part of your contract of employment.

We have provided the Fair Work Information Statement which provides information on general matters that affect your employment (including a summary of the terms of the NES).

## **EXPENSES**

From time to time, you may need to incur work-related expenses. Upon production of appropriate receipts which are to Bupa's satisfaction, Bupa shall reimburse you for any reasonable expenses approved in advance by Bupa which you reasonably incur in the execution of your duties. Expenses covered include reasonable travel, accommodation and other out-of-pocket expenses as required by Bupa.

## **CONFIDENTIALITY**

### **Meaning of terminology**

In this contract of employment, the following terms have the following meanings:

(a) 'Information' means any information about Bupa, its related bodies corporate or their businesses (including, but not limited to, any idea, concept, process or know-how) which:

- (i) comes to your notice in the course of your employment; or
- (ii) is generated by you in the course of performing your duties; and

(b) 'Confidential Information' means any information which is

- (i) confidential; and
- (ii) not in the public domain (or in the public domain only because of a breach of confidentiality).

### **Your obligations during your employment**

During your employment, you must not disclose Information (including Confidential Information) about Bupa unless the disclosure is:

- (a) required by law;

- (b) made as part of the proper performance of your duties; or
- (c) agreed by Bupa.

### **Your obligations after your employment ends**

After your employment ends, you must not disclose Confidential Information unless the disclosure if:

- (a) required by law; or
- (b) agreed in writing by Bupa prior to any disclosure.

### **Preventing disclosure**

You must take all reasonable and necessary precautions to maintain the secrecy and prevent disclosure of Information.

### **Implied Term and Survival of obligations**

To avoid doubt, this clause is not intended to limit any duty of fidelity implied into your contract of employment. Your obligations under this clause continue after your employment ends.

## **RESTRICTIONS DURING YOUR EMPLOYMENT**

### **Other business interests**

During your employment you must not be engaged in, concerned with or have a commercial interest in any other business without Bupa's prior written consent.

### **Conflict of interest**

You must not be engaged in activities that may result in a conflict of interest with your employment with Bupa. To avoid any doubt, a commercial interest in another business could constitute a conflict of interest. You are required to contact the Bupa People team or your leader to discuss any actual or potential conflicts of interest.

## **IP AND MORAL RIGHTS**

### **Meaning of terminology**

In this contract of employment, the following words and phrases have the following meanings:

- (a) 'Intellectual Property' means all present and future rights to intellectual property including any inventions and improvements, trade marks (whether registered or common law trade marks), designs, copyright, any corresponding property rights under the laws of any jurisdiction and any rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data or formula.
- (b) 'Moral Rights' means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as defined in the Copyright Act 1968 (Cth).

### **Ownership of Intellectual Property**

Bupa owns all Intellectual Property rights that you create during your employment. You must do all things necessary to ensure that Bupa owns Intellectual Property that you create during your employment.

You must inform Bupa of any Intellectual Property that you create during your employment which:

- (a) relates to Bupa's business; or
- (b) can be used or adapted for use by Bupa or in connection with its business.

### **Moral Rights**

If you have Moral Rights in Bupa Intellectual Property, you:

- (a) consent to any act or omission by Bupa which infringes those Moral Rights;
- (b) agree that your consent is irrevocable and extends to Bupa's licensees and successors in title; and
- (c) agree that your consent is a genuine consent given under Part 9 of the Copyright Act 1968 (Cth) and has not been induced by duress or any false or misleading statement.

## **ENDING YOUR EMPLOYMENT**

### **With notice**

Subject to the Probationary Period clause and the Ending your employment – Without Notice subclause, Bupa may end your employment at any time by giving you notice (as set out in the cover letter) in writing.

If you are over 45 years of age and the NES provision for notice of termination is more generous, the provisions of the NES will prevail.

Should you decide to resign from Bupa, you must provide the relevant notice in writing to your leader (as set out in the cover letter). We ask that you give as much notice as possible.

### **Without notice**

Bupa may end your employment at any time (including during the probationary period) immediately and without notice if you:

- (a) engage in serious or wilful misconduct;
- (b) are seriously negligent in the performance of your duties;
- (c) commit a serious or persistent breach of the terms set out in this letter;
- (d) commit a significant breach of Bupa policy;
- (e) commit an act, whether at work or otherwise that brings Bupa or any of its related bodies corporate into disrepute; or
- (f) are convicted of an offence precluding or inhibiting your ability to carry out your duties punishable by imprisonment.

### **Payment in lieu of notice**

In the event of either party giving notice under Ending your Employment clause, Bupa may, at its option:

- (a) pay you in lieu of your notice period;
- (b) require you to take "garden leave" for some or the entirety of your notice period (i.e. require that you not attend work, but remain on full pay and follow Bupa's directions – including not contacting employees, customers, competitors or business partners of Bupa); or
- (c) require you to work for part of your notice period and pay you in lieu for the balance of the period.



## **Redundancy**

In the event that your position becomes redundant and Bupa is unable to redeploy you to an alternative position within Bupa or one of its related bodies corporate, you may receive a severance payment, which will be determined in accordance with your Industrial Instrument or relevant Bupa policy which applies to you. The severance payment will be paid to you in addition to notice paid (or taken) in accordance with your Industrial Agreement.

## **Calculation of payments**

If your employment ends, you will, in addition to any payment in lieu of notice, be paid untaken accrued annual leave and long service leave entitlements in accordance with relevant legislation. Bupa will calculate any payments in lieu of notice based on your salary plus superannuation less applicable tax, while any payments of accrued and unused annual leave and long service leave will be calculated on your base salary (not including superannuation), less applicable tax.

## **Deduction of amounts owed**

Subject to applicable legislation, if you owe any outstanding advances or other payments to Bupa when your employment ends, you agree that Bupa may, offset against your final payment, a sum equivalent to the sum owed.

If you provide less than the required notice of your intention to end your employment, including circumstances where you have abandoned your employment, you agree that Bupa may, offset against your final payment, a sum equivalent to the sum owed or equivalent to the remuneration you would have received for the portion of notice period not served, respectively.

If the amounts owed by you exceed the amounts payable to you under this clause, you agree to repay such amounts to Bupa within 14 days of the date your employment ends.

## **Return of property**

Before your employment ends or as soon as practicable after your employment ends, you are required to return to Bupa any property of Bupa which is in your possession or control, including Information, keys, documents, corporate credit cards and security pass.

## **SUSPENSION**

Bupa may, in some circumstances, suspend you from work whilst alleged misconduct is being investigated.

## **COMPANY POLICIES AND PROCEDURES**

You are required to be familiar with the terms of Bupa's policies and procedures and ensure your adherence to them throughout the duration of your employment. Some key policies are highlighted below.

Bupa may review, vary, add to or withdraw its policies and procedures at any time at its absolute discretion. The policies and procedures and any obligations on Bupa or its related bodies corporate set out in them do not form part of your contract of employment and are not binding on Bupa or its related bodies corporate.

Bupa communicates regular announcements regarding policy and procedure changes. It is your responsibility to familiarise yourself with the policies and procedures as amended from time to time. Where the policies and procedures place obligations on you, you must comply with them as varied from time to time. To avoid doubt, any breach of Bupa's policies or

procedures or relevant laws may result in termination of your employment.

### **The Bupa Code and Code of Conduct**

Central to health, safety and wellness at work is a workplace that is inclusive, ethical and free of harassment, discrimination and bullying. The Bupa Code and Code of Conduct policy establishes clear expectations of behaviour and responsibility to promote workplace diversity and create a positive working environment. Any behaviour which is inconsistent with the Bupa Code and Code of Conduct will not be tolerated under any circumstances.

### **Occupational Health and Safety**

Bupa is concerned that a safe, healthy and efficient work environment exists for all its employees. We are committed, therefore, to providing every employee with a safe and healthy place in which to work and this is reflected in our work methods and work environment. You are required to work in a manner which is safe and without risks to the health and safety of yourself and others, to follow lawful directions to ensure health and safety and to report any safety issues under Bupa's policy and procedures.

Bupa has adopted a smoke free environment. You are not permitted to smoke on premises of Bupa or its related bodies corporate or within 5 metres of an entrance to such premises.

### **Privacy and Data Security**

Customers entrust Bupa with looking after their personal information, including sensitive information about their health and care. Bupa takes customer privacy seriously and is committed to the responsible handling of personal information.

During your employment with Bupa you may have access to personal information regarding customers of Bupa and its related bodies corporate. You must maintain the privacy and security of this information by complying with Bupa's privacy policies and procedures and applicable privacy laws at all times.

### **WORKPLACE SURVEILLANCE**

By accepting employment with Bupa, you acknowledge that Bupa monitors the use of email, the internet and other computer resources in accordance with Bupa's Information Security Enterprise Policy and Enterprise Information Security Standard 07: Electronic Communication Services and operates continuous, ongoing CCTV video surveillance devices in and about your work location and you acknowledge and consent to the lawful visual and other surveillance of your activities. This clause constitutes notice of visual surveillance activities and other surveillance activities for the purpose of any applicable workplace surveillance legislation.

### **VARIATION OF CONTRACT**

Bupa and you agree that your duties and responsibilities may vary significantly from time to time during your employment. Notwithstanding any such variations, the terms and conditions contained in this cover letter and contract of employment will continue to apply to your employment unless varied in writing.

### **ENTIRE AGREEMENT**

These terms and conditions (including the key terms contained in the cover letter) form the entire agreement and understanding between yourself and Bupa about its subject matter and supersede all prior arrangements, agreements, representations, communications and understandings (whether in writing or otherwise). You acknowledge that in accepting employment with Bupa you have not relied on any representation, promise or inducement

regarding your employment made by Bupa (or its agents or employees) other than matters expressly set out in this letter. Further, none of the documents referred to above (including the NES, any industrial instrument, the Fair Work Information Statement and Bupa's policies and procedures) form part of your contract of employment.

**GOVERNING LAW**

This agreement is governed by the law in force in the state or territory in which you are based.

**ACCEPTANCE**

In electronically signing below, you agree that you have read this contract of employment carefully and thoroughly, and fully understood and agreed to its contents. Note that if you do not electronically sign prior to your first day of work (and you commence work in your position with Bupa), you will be taken to have agreed in full to the terms and conditions set out in this contract of employment, unless you otherwise advise in writing. We encourage you to save a copy of this contract of employment for your records.

Released by the Fair Work Ombudsman  
under the  
Freedom of Information Act

PRIVATE AND CONFIDENTIAL

<Insert date>

<Insert first name surname>

<Insert address>

<Insert suburb STATE POSTCODE>

Dear <insert first name> ,

### Offer of Employment

Welcome to Bupa Aged Care Australia Pty Ltd (“**Bupa**”). I am really pleased that you have chosen Bupa as your new employer, and welcome you to an organisation that cares like no other.

The details in relation to your terms and conditions of employment are set out in the enclosed document. However, I draw your attention to the following key terms, which together with the enclosed terms and conditions, constitute your contract of employment with Bupa:

- **Your role:** <Insert position title>
- **Your type of employment:** Full time
- **Reports to:** <Insert Leader title>
- **Your primary work location:** <Insert primary location>
- **Your employing entity:** Bupa Aged Care Australia Pty Ltd
- **Your commencement date:** <Insert start date>
- **Your ordinary hours of work:** 76 hours per fortnight
- **Your remuneration:** \$<insert XX> per annum, plus superannuation
- **Your applicable Industrial Instrument:** **[For NSW insert]** < [Bupa Aged Care Australia, NSWNMA, ANMF \(NSW Branch\) and HSU NSW Branch, New South Wales Enterprise Agreement 2018](#) and any enterprise agreement which replaces the Bupa Aged Care Australia, NSWNMA, ANMF (NSW Branch) and HSU NSW Branch, New South Wales Enterprise Agreement 2018 and applies to you (“**Industrial Instrument**”) **>[For QLD insert]** < [Bupa Care Services Queensland Enterprise Agreement 2014](#) and any enterprise agreement which replaces the Bupa Care Services Queensland Enterprise Agreement 2014 and applies to you (“**Industrial Instrument**”) **>[For SA insert]** < [Bupa Care Services Pty Limited South Australia Enterprise Agreement 2018](#) and any enterprise agreement which replaces the Bupa Care Services Pty Limited South Australia Enterprise Agreement 2018 and applies to you (“**Industrial Instrument**”) **>[For VIC insert]** < [Bupa Aged Care Australia Victorian Enterprise Agreement 2017](#) and any enterprise agreement which replaces the Bupa Aged Care Australia Victorian Enterprise Agreement 2017 and applies to you (“**Industrial Instrument**”)
- **Your classification:** <Insert classification>
- **Your probationary period:** First 6 months of your employment with Bupa
- **Notice period during probation:** In accordance with your Industrial Instrument
- **Notice period after probation:** In accordance with your Industrial Instrument
- **Your leave:** In accordance with your Industrial Instrument and any relevant Bupa Policies

The key terms above are provided as a high-level summary only, and should be read in

conjunction with the relevant clause in the enclosed terms and conditions of employment. These terms may change during the course of your employment, in accordance with the term and conditions enclosed.

Please review this contract of employment carefully, and raise any actual or potential conflicts of interest with your employment with Bupa (see the 'Restriction during your employment' clause) with your Recruitment Partner before accepting this offer of employment.

<Insert first name>, I look forward to you joining the Bupa team and wish you all the very best for your career here. We are committed to creating a place where people love to work and I look forward to you joining us on this journey.

Yours sincerely,

s.22 Irrelevant information

**Bupa Australia and New Zealand**

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## **FURTHER TERMS AND CONDITIONS OF YOUR EMPLOYMENT**

### **YOUR ROLE**

You will be employed in the role specified in the letter addressed to you enclosing these terms and conditions ("cover letter"). Your role, responsibilities, title and/or position description may change over time, but this will be in consultation with you.

You will initially report to the person in the position set out in the cover letter or any such person as directed by Bupa.

Your primary work location is specified in the cover letter, however you may be required to carry out the duties of your position at other locations, to work remotely or to relocate to another location that is within a reasonable distance.

### **YOUR HOURS OF WORK**

Your ordinary hours of work are set out in the cover letter.

You will be required to work hours which meet the operational requirements of the business (which may change from time to time).

Refer to your Industrial Instrument set out in the cover letter for further detail on hours of work.

### **YOUR REMUNERATION**

#### **Salary**

Your annual salary, is as set out in the cover letter.

Your salary includes provision for and compensates you for any allowances, penalties, overtime, leave loading and public holiday payments that may otherwise be payable to you under the Industrial Instrument, any other industrial instrument or applicable legislation.

Bupa will pay your remuneration, less taxation deductions, fortnightly, into a bank or building society account of your choice. Bupa may change the frequency of your payment.

### **Superannuation**

In addition to your salary, Bupa will pay the minimum compulsory superannuation contribution rate required under the Superannuation Guarantee (Administration) Act 1992 ("SG Act") to complying superannuation plans, up to the legislative threshold, the Maximum Contributions Base (MCB). The current superannuation guarantee rate is 9.5%.

If you do not nominate a preferred complying superannuation fund, Bupa will make superannuation contributions to a legislatively compliant default fund on your behalf. You are not required to, but can choose to make additional contributions to your Superannuation Plan. Should you choose to contribute an additional amount, this can be on a pre-tax salary sacrifice basis as part of your package arrangement.

### **BACKGROUND CHECKS**

This offer of employment is conditional upon the receipt of satisfactory background checks which will include reference checks, police checks and work rights checks at a minimum.

Should an unsatisfactory background check be returned to us prior to or following the commencement of your employment, Bupa may choose to terminate your employment or withdraw this offer (as the case may be), with immediate effect.

### **ONGOING DISCLOSURE OBLIGATIONS**

You have an ongoing obligation to immediately notify your leader if you are charged with an offence during your employment. To avoid doubt, any breach of this obligation may result in termination of your employment.

### **INFLUENZA AND COVID-19 VACCINATIONS**

Your employment with Bupa is conditional upon you providing Bupa with appropriate evidence that you have current influenza and COVID-19 vaccinations, or boosters (as the case may be). Appropriate evidence may be a statement or record from a health practitioner, an immunisation history statement (available from Medicare online or the Express Plus Medicare mobile app) or, for the COVID-19 vaccination, a digital COVID-19 certificate. Should this condition not be satisfied, Bupa may terminate your employment or withdraw this offer (as the case may be), with immediate effect.

You have an ongoing obligation to comply with any influenza or COVID-19 vaccination requirements made by the relevant authorities or Bupa during your employment. To avoid doubt, any breach of this obligation may result in the termination of your employment by Bupa.

### **RIGHT TO WORK IN AUSTRALIA**

Your employment with Bupa is subject to you having valid work rights allowing you to work at Bupa in Australia by way of either Australian citizenship or a valid visa from the Department of Home Affairs. You are required to immediately notify your leader and the Bupa People team if there are any changes to your right to work in Australia including if your visa is no longer valid, if your visa type changes or if you gain citizenship of Australia.

### **ONGOING PROFESSIONAL OBLIGATIONS**

In entering into this contract of employment, you agree that you will:

- (a) faithfully and diligently perform the duties and exercise the powers of a duly qualified medical professional when performing work on behalf of Bupa and its related bodies corporate;
- (b) ensure that you maintain and advance your clinical knowledge and skills through attending appropriate professional education seminars and fulfilling all continuing professional development requirements of your profession;
- (c) ensure that you continue to be an appropriately registered and qualified medical professional in the jurisdiction(s) in which you provide services on behalf of Bupa and its related bodies corporate, and hold all authorisations and professional indemnity insurance necessary to perform your obligations under this agreement. You shall immediately provide all such authorisations, certificates, registrations and qualifications to Bupa on request;
- (d) ensure that you perform the services under this contract of employment in accordance with:
- all applicable professional, moral and ethical standards for the profession;
  - all relevant laws regulating the profession; and
  - the professional standards of Bupa.
- (e) You are required to immediately notify your leader if any term(s) of your registration or practising certification change, including but not limited to, notations, reprimands, undertakings or the imposition of conditions or restrictions, and to provide all details of this change to your leader.

To avoid doubt, any breach of these obligations may result in termination of your employment or Bupa may choose to withdraw this offer (as the case may be).

### **PROBATIONARY PERIOD**

Your employment for the first 6 months is on a probationary basis. Your employment with Bupa is conditional upon your performance and conduct being to your leader's and Bupa's satisfaction during the probationary period.

During the probationary period, Bupa may terminate your employment by giving you the notice set out in the cover letter or payment in lieu of such notice. Similarly, you may terminate your employment during the probationary period by giving Bupa the notice set out in the cover letter.

### **LEAVE PROVISIONS AND THE NES**

Your leave entitlements are set out in your Industrial Instrument (and any replacement industrial instrument that replaces it and applies to you), and any relevant Bupa policies.

The National Employment Standards ("NES") apply to your employment. Where the NES is more generous to you in any respect than your contract of employment, your Industrial Instrument or any other instrument which applies to you, the provisions of the NES will prevail over the less generous provision. To avoid doubt, the NES does not form part of your contract of employment and, if new standards are introduced by way of legislation replacing the NES, those new standards will apply to your employment and will not form part of your contract of employment.

We have provided the Fair Work Information Statement which provides information on general matters that affect your employment (including a summary of the terms of the NES).

### **EXPENSES**

From time to time, you may need to incur work-related expenses. Upon production of appropriate receipts which are to Bupa's satisfaction, Bupa shall reimburse you for any

reasonable expenses approved in advance by Bupa which you reasonably incur in the execution of your duties. Expenses covered include reasonable travel, accommodation and other out-of-pocket expenses as required by Bupa.

## **CONFIDENTIALITY**

### **Meaning of terminology**

In this contract of employment, the following terms have the following meanings:

(a) 'Information' means any information about Bupa, its related bodies corporate or their businesses (including, but not limited to, any idea, concept, process or know-how) which:

- (i) comes to your notice in the course of your employment; or
- (ii) is generated by you in the course of performing your duties; and

(b) 'Confidential Information' means any information which is

- (i) confidential; and
- (ii) not in the public domain (or in the public domain only because of a breach of confidentiality).

### **Your obligations during your employment**

During your employment, you must not disclose Information (including Confidential Information) about Bupa unless the disclosure is:

- (a) required by law;
- (b) made as part of the proper performance of your duties; or
- (c) agreed by Bupa.

### **Your obligations after your employment ends**

After your employment ends, you must not disclose Confidential Information unless the disclosure is:

- (a) required by law; or
- (b) agreed in writing by Bupa prior to any disclosure.

### **Preventing disclosure**

You must take all reasonable and necessary precautions to maintain the secrecy and prevent disclosure of Information.

### **Implied Term and Survival of obligations**

To avoid doubt, this clause is not intended to limit any duty of fidelity implied into your contract of employment. Your obligations under this clause continue after your employment ends.

## **RESTRICTIONS DURING YOUR EMPLOYMENT**

### **Other business interests**

During your employment you must not be engaged in, concerned with or have a commercial interest in any other business without Bupa's prior written consent.

### **Conflict of interest**



You must not be engaged in activities that may result in a conflict of interest with your employment with Bupa. To avoid any doubt, a commercial interest in another business could constitute a conflict of interest. You are required to contact the Bupa People team or your leader to discuss any actual or potential conflicts of interest.

## **IP AND MORAL RIGHTS**

### **Meaning of terminology**

In this contract of employment, the following words and phrases have the following meanings:

(a) 'Intellectual Property' means all present and future rights to intellectual property including any inventions and improvements, trade marks (whether registered or common law trade marks), designs, copyright, any corresponding property rights under the laws of any jurisdiction and any rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data or formula.

(b) 'Moral Rights' means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as defined in the Copyright Act 1968 (Cth).

### **Ownership of Intellectual Property**

Bupa owns all Intellectual Property rights that you create during your employment. You must do all things necessary to ensure that Bupa owns Intellectual Property that you create during your employment.

You must inform Bupa of any Intellectual Property that you create during your employment which:

- (a) relates to Bupa's business; or
- (b) can be used or adapted for use by Bupa or in connection with its business.

### **Moral Rights**

If you have Moral Rights in Bupa Intellectual Property, you:

- (a) consent to any act or omission by Bupa which infringes those Moral Rights;
- (b) agree that your consent is irrevocable and extends to Bupa's licensees and successors in title; and
- (c) agree that your consent is a genuine consent given under Part 9 of the Copyright Act 1968 (Cth) and has not been induced by duress or any false or misleading statement.

## **ENDING YOUR EMPLOYMENT**

### **With notice**

Subject to the Probationary Period clause and the Ending your employment – Without Notice subclause, Bupa may end your employment at any time by giving you notice (as set out in the cover letter) in writing.

If you are over 45 years of age and the NES provision for notice of termination is more generous, the provisions of the NES will prevail.

Should you decide to resign from Bupa, you must provide the relevant notice in writing to your leader (as set out in the cover letter). We ask that you give as much notice as possible.

### **Without notice**

Bupa may end your employment at any time (including during the probationary period) immediately and without notice if you:

- (a) engage in serious or wilful misconduct;
- (b) are seriously negligent in the performance of your duties;
- (c) commit a serious or persistent breach of the terms set out in this letter;
- (d) commit a significant breach of Bupa policy;
- (e) commit an act, whether at work or otherwise that brings Bupa or any of its related bodies corporate into disrepute; or
- (f) are convicted of an offence precluding or inhibiting your ability to carry out your duties punishable by imprisonment.

### **Payment in lieu of notice**

In the event of either party giving notice under Ending your Employment clause, Bupa may, at its option:

- (a) pay you in lieu of your notice period;
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- (c) require you to work for part of your notice period and pay you in lieu for the balance of the period.

### **Redundancy**

In the event that your position becomes redundant and Bupa is unable to redeploy you to an alternative position within Bupa or one of its related bodies corporate, you may receive a severance payment, which will be determined in accordance with your Industrial Instrument or relevant Bupa policy which applies to you. The severance payment will be paid to you in addition to notice paid (or taken) in accordance with your Industrial Agreement.

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### **Deduction of amounts owed**

Subject to applicable legislation, if you owe any outstanding advances or other payments to Bupa when your employment ends, you agree that Bupa may, offset against your final payment, a sum equivalent to the sum owed.

If you provide less than the required notice of your intention to end your employment, including circumstances where you have abandoned your employment, you agree that Bupa may, offset against your final payment, a sum equivalent to the sum owed or equivalent to the remuneration you would have received for the portion of notice period not served, respectively.

If the amounts owed by you exceed the amounts payable to you under this clause, you agree to repay such amounts to Bupa within 14 days of the date your employment ends.

## **Return of property**

Before your employment ends or as soon as practicable after your employment ends, you are required to return to Bupa any property of Bupa which is in your possession or control, including Information, keys, documents, corporate credit cards and security pass.

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Bupa may, in some circumstances, suspend you from work whilst alleged misconduct is being investigated.

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You are required to be familiar with the terms of Bupa's policies and procedures and ensure your adherence to them throughout the duration of your employment. Some key policies are highlighted below.

Bupa may review, vary, add to or withdraw its policies and procedures at any time at its absolute discretion. The policies and procedures and any obligations on Bupa or its related bodies corporate set out in them do not form part of your contract of employment and are not binding on Bupa or its related bodies corporate.

Bupa communicates regular announcements regarding policy and procedure changes. It is your responsibility to familiarise yourself with the policies and procedures as amended from time to time. Where the policies and procedures place obligations on you, you must comply with them as varied from time to time. To avoid doubt, any breach of Bupa's policies or procedures or relevant laws may result in termination of your employment.

### **The Bupa Code and Code of Conduct**

Central to health, safety and wellness at work is a workplace that is inclusive, ethical and free of harassment, discrimination and bullying. The Bupa Code and Code of Conduct policy establishes clear expectations of behaviour and responsibility to promote workplace diversity and create a positive working environment. Any behaviour which is inconsistent with the Bupa Code and Code of Conduct will not be tolerated under any circumstances.

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Bupa is concerned that a safe, healthy and efficient work environment exists for all its employees. We are committed, therefore, to providing every employee with a safe and healthy place in which to work and this is reflected in our work methods and work environment. You are required to work in a manner which is safe and without risks to the health and safety of yourself and others, to follow lawful directions to ensure health and safety and to report any safety issues under Bupa's policy and procedures.

Bupa has adopted a smoke free environment. You are not permitted to smoke on premises of Bupa or its related bodies corporate or within 5 metres of an entrance to such premises.

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## **WORKPLACE SURVEILLANCE**

By accepting employment with Bupa, you acknowledge that Bupa monitors the use of email, the internet and other computer resources in accordance with Bupa's Information Security Enterprise Policy and Enterprise Information Security Standard 07: Electronic Communication Services and operates continuous, ongoing CCTV video surveillance devices in and about your work location and you acknowledge and consent to the lawful visual and other surveillance of your activities. This clause constitutes notice of visual surveillance activities and other surveillance activities for the purpose of any applicable workplace surveillance legislation.

## **VARIATION OF CONTRACT**

Bupa and you agree that your duties and responsibilities may vary significantly from time to time during your employment. Notwithstanding any such variations, the terms and conditions contained in this cover letter and contract of employment will continue to apply to your employment unless varied in writing.

## **ENTIRE AGREEMENT**

These terms and conditions (including the key terms contained in the cover letter) form the entire agreement and understanding between yourself and Bupa about its subject matter and supersede all prior arrangements, agreements, representations, communications and understandings (whether in writing or otherwise). You acknowledge that in accepting employment with Bupa you have not relied on any representation, promise or inducement regarding your employment made by Bupa (or its agents or employees) other than matters expressly set out in this letter. Further, none of the documents referred to above (including the NES, any industrial instrument, the Fair Work Information Statement and Bupa's policies and procedures) form part of your contract of employment.

## **GOVERNING LAW**

This agreement is governed by the law in force in the state or territory in which you are based.

## **ACCEPTANCE**

In electronically signing below, you agree that you have read this contract of employment carefully and thoroughly, and fully understood and agreed to its contents. Note that if you do not electronically sign prior to your first day of work (and you commence work in your position with Bupa), you will be taken to have agreed in full to the terms and conditions set out in this contract of employment, unless you otherwise advise in writing. We encourage you to save a copy of this contract of employment for your records.



Bupa Care Services Pty Ltd  
Level 19  
201 Kent Street  
Sydney NSW 2000

T 02 8247 3000  
F 02 9252 1003  
www.bupacare.com.au

4 March 2010

s.22 Irrelevant information

C/O: Bupa

s.22 Irrelevant information

**Private and Confidential**

Dear

s.22 Irrelevant information

**Letter of Appointment – Care Manager - Bupa**

s.22 Irrelevant information

Further to your recent discussions with representatives of Bupa Care Services, it is with great pleasure that we offer you employment with the company.

This letter sets out the terms and conditions of your employment with Bupa Care Services. All references to Bupa Care Services in this letter refer to Bupa Care Services Pty Ltd (ACN 082 931 575), its subsidiaries and affiliates, and any related body corporate as defined by the *Corporations Act 2001* (Cth) as amended from time to time.

We take this opportunity to thank you for your contribution to date and we look forward to continuing to work with you.

Yours sincerely,

s.22 Irrelevant information

[Redacted signature block]

## I. Commencement Date

Your commencement date in this role is 1 April.

## 2. Position

Your appointment is to the position of Care Manager on a part-time basis.

This position is consistent with the Nursing Homes &c Nurses (State) NAPSA **name of award** (“the award”) and award classification of “Deputy Director of Nursing”.

You will be located at Bupa s.22 Irrelevant information or at another location as agreed or as reasonably directed by Bupa Care Services from time to time.

In your role as a Care Manager you may be required to fulfil duties in accordance with the classification of a Registered Nurse. Whilst performing these duties your remuneration will remain the same.

Your position and duties may be subject to change during the course of your employment, having regard to career progression, operational requirements and performance. Any such changes will be discussed with you prior to implementation.

## 3. Terms and Conditions of Employment

Your terms and conditions of employment are covered by this letter of offer (also referred to as the “Agreement”). You are also required to comply with, and must familiarise yourself with, Bupa Care Services policies, procedures and manuals (that may be varied from time to time) including the Bupa Care Services Employee Handbook. These documents are available on the intranet.

Nothing in this Agreement renders Bupa Care Services policies, procedures, schemes or manuals part of this Agreement.

## 4. Remuneration

Your total remuneration package upon transfer is s.22 Irrelevant information per annum. This package reflects a total employment cost to Bupa Care Services and includes a cash salary component, the cost of company paid superannuation contributions, and any other salary sacrifice benefits and associated fringe benefits taxes.

Subject to the following paragraph, your remuneration package includes provision for and compensates you for any allowances, penalties, overtime, leave loading and public holidays payments that may otherwise be payable to you under an industrial instrument (including an award) or legislation relevant or applicable to your employment.

This salary package does not include evening or weekend penalty rates, which will be paid in addition to the above salary based on actual hours worked, in accordance with the Nursing Homes &c Nurses (State) NAPSA as appropriate.

Salaries are paid fortnightly by direct payment into your nominated bank account.

Remuneration reviews will be conducted annually in accordance with Bupa Care Services policies and procedures as varied from time to time. This review will take into consideration your individual performance against your agreed annual Key Performance Objectives (KPOs), Bupa Care Services’ overall financial performance for the year and the position of your remuneration package in relation to the competitive market remuneration for your position.

Initial: \_\_\_\_\_

Salary packaging is available through Bupa Care Services' salary packaging provider sgfleet. For information on salary packaging you can access the sgfleet website at [www.sgfleet.com.au](http://www.sgfleet.com.au). You can also contact [s.22 Irrelevant Information] from Bupa Care Services Sydney on [s.22 Irrelevant Information].

## 5. Hours of Work

Your normal hours of work will be an average of 38 hours per week, to be worked as 76 hours in any fortnightly roster period.

Further, as Bupa Tamworth is a 24 hour 7 days a week operation, it is necessary to develop and implement appropriate rostering arrangements to meet these requirements. Accordingly, during your employment, you may be rostered to work shifts of a fixed or variable nature spread over 24 hours of the day.

## 6. Work Performance

You are encouraged to become actively involved in our organisation. Bupa Care Services believes very strongly in the philosophy of continuous improvement.

You should expect work performance appraisals to be conducted on a periodic basis and in accordance with Bupa Care Services policies as varied from time to time. Such occasions should be utilised by you and your manager as forums through which future improvements to work performance and productivity may be established.

## 7. Role and Responsibilities

The General Manager, Bupa [s.22 Irrelevant Information] (or other person as nominated by Bupa Care Services from time to time) will direct your duties. Your responsibilities are broadly outlined in the enclosed position description.

## 8. Standard of Conduct

It is a requirement that you will at all times:

- (a) act in Bupa Care Services' best interest in a courteous and polite manner;
- (b) refrain from acting, or being seen to act, in conflict with Bupa Care Services' best interests and in particular, not undertake any appointment, position or work that:
  - (i) results in you competing with Bupa Care Services;
  - (ii) otherwise adversely affects Bupa Care Services; or
  - (iii) hinders the performance of your role with Bupa Care Services;
- (c) use your best endeavours to protect and promote Bupa Care Services' reputation;
- (d) perform the duties assigned to you to the best of your abilities and knowledge, and other duties within your skills, competence and training as may be required from time to time;
- (e) ensure at all times that all Bupa Care Services records are kept at Bupa Care Services' place of business or removed only to the extent and for the time necessary to comply with this Agreement; and
- (f) be mindful of undertaking your duties in a safe and healthy manner and immediately report to Bupa Care Services any equipment that is faulty, unsafe or a potential danger to any employee, resident or visitor to Bupa Care Services' premises.

Your conduct, both during and outside of working hours, should never diminish the reputation or business prospects of Bupa Care Services, or of any of its employees, residents or visitors.

Initial: \_\_\_\_\_

Your employment with Bupa Care Services may be terminated if you are charged with or convicted of any criminal offence which has a relevant connection to your employment with Bupa Care Services or that adversely reflects upon the reputation or business prospects of Bupa Care Services.

#### **9. Superannuation**

You may choose the super fund into which your superannuation contributions are made. However, in the event that you decide not to choose a fund, your contributions and details will be forwarded to the Bupa Care Services default fund, HESTA (Health Employees Superannuation Trust of Australia).

You can change your nominated fund up to once a year by completing a choice form. Your choice of fund needs to satisfy the conditions of the legislation by being a complying fund.

#### **10. Leave entitlements**

You should refer to the relevant provisions of the Nursing Homes & Nurses (State) NAPSA for details concerning your leave entitlements and the conditions and requirements attaching to the taking of such leave.

Your long service leave entitlements are in accordance with relevant state/territory legislation.

Bupa Care Services are supportive of employees who are genuinely absent from work due to illness, injury or family responsibilities. However, Bupa Care Services are also committed to managing absenteeism issues and consequently any unauthorised absence or unacceptable pattern of absence may render you liable for disciplinary action.



## II. Issue Resolution

If you are concerned with any issue in respect of your employment, the matter should be raised initially with your immediate manager or supervisor. If the issue remains unresolved, it should then be raised with the next level of management in accordance with the Nursing Homes & Nurses (State) NAPSA and Bupa Care Services' "Resolution of Workplace Issues, Disputes & Grievances" Policy.

## 12. Workplace Surveillance

By accepting continuing employment with Bupa Care Services, you agree and acknowledge that your email and internet use may be monitored by Bupa Care Services on an intermittent and ongoing basis in accordance with the Bupa Care Services' Email and Internet Policy as varied from time to time. This clause constitutes notice of computer monitoring activities for the purpose of the *Workplace Surveillance Act* 2005 (NSW).

You understand that Bupa Care Services operates video surveillance devices in and about its facilities and you acknowledge and consent to the lawful visual and other surveillance of your activities.

## 13. Termination of Employment

Either party may terminate this Agreement by providing no less than one month's notice (or longer period if required by law) in writing to the other party or by payment or pay in lieu.

The period of notice referred to above will continue throughout your employment with Bupa Care Services, notwithstanding any changes to other terms of your employment, unless a new period is agreed.

Your employment may be terminated immediately for any serious breach of Bupa Care Services policy, procedures or directives, or serious and willful misconduct including (among other things):

- (a) inappropriate use of internet access including downloading and/or passing on of illicit material;
- (b) where you are found guilty of a criminal offence which hinders the performance of your duties;
- (c) where you are found to have committed an act of discrimination, harassment or workplace bullying;
- (d) where you act in a manner (whether in the course of your duties or otherwise) which does or is likely to, bring you or Bupa Care Services into serious disrepute.

On termination of your employment, you must return all Bupa Care Services property in good condition to Bupa Care Services.

Bupa Care Services may deduct any of the following amounts from the entitlements payable to you on termination:

- (a) the value of any uniforms or equipment belonging to Bupa Care Services which is not returned immediately on termination;
- (b) the monetary equivalent of any period of notice or part of that period that you are required to give but fail to work (unless your failure to work throughout the notice period was with the consent of Bupa Care Services);
- (c) any sums that you owe to Bupa Care Services, (including but not limited to any debt, loan or unrecovered over-payment) whether such sums are due to be paid or not.

If you resign your employment, Bupa Care Services may in its absolute discretion:

- (a) require you not to attend for work; and/or
- (b) alter your duties and/or transfer you to another role until your employment ends provided that:
  - (i) you have the necessary skills and competence to perform the duties or new role; and
  - (ii) your total remuneration remains unaltered.

## 14. Intellectual Property and Moral Rights

Initial: \_\_\_\_\_

It is a condition of your employment that Bupa Care Services is the owner of all Intellectual Property Rights in all inventions and other materials which are created, generated, developed or modified by you during your employment for use by Bupa Care Services.

To the extent that, at law, you may have any legal or equitable interest in, any work created or developed during or pursuant to your employment by Bupa Care Services, you agree to assign to Bupa Care Services all Intellectual Property Rights including copyright in all such works. The assignment will be an assignment of all future rights including copyright and includes the right of Bupa Care Services to bring and maintain claims in relation to any infringement of such rights that may arise.

You agree to execute any further documents that may be necessary to perfect any assignment of Intellectual Property Rights.

For the purposes of this clause, Intellectual Property Rights means all rights whether registered or unregistered and whether existing under statute, at common law or in equity throughout the world including, without limitation:

- (a) all trade marks, trade names, logos, symbols, get up, brand names or similar rights, registered or unregistered designs, patents, copyright, circuit layout rights, trade secrets and the right to have Confidential Information kept confidential; together with;
- (b) any application or right to apply for any of the rights referred to in paragraph (a) above.

You consent to all acts and omissions by Bupa Care Services or any of Bupa Care Services' related entities which would otherwise infringe your Moral Rights and you agree not to assert any such Moral Rights.

'Moral Rights' means your moral rights under the Copyright Act 1968 (Cth) which are comprised of the following rights: the right to be attributed as the creator of the work, the right to prevent false attribution and the right of integrity (that is to object to derogatory treatment of the work).

## 15. Confidentiality

In the course of your employment with Bupa Care Services, you will obtain or be exposed to Confidential Information belonging to Bupa Care Services.

For the purpose of preserving the confidential nature of this information you acknowledge and agree that you:

- a) will not use or exploit Confidential Information for your own purposes or those of any other person, company, business, entity or other organisation at any time during or after your employment with Bupa Care Services; and
- b) will not, without prior written consent of Bupa Care Services, publish or disclose, any Confidential Information to any person, company, business, entity or other organisation at any time during or after your employment with Bupa Care Services; and
- c) will not copy, record, make notes or use the Confidential Information, for any purpose other than those associated with your employment with Bupa Care Services. All such notes and memoranda made by you shall remain at all times the property of Bupa Care Services.

On the termination of your employment with Bupa Care Services, you agree to account for and deliver to Bupa Care Services all documents, records, software, discs, CD-ROMs and other information-storing media (including all copies, summaries, notes and reproductions thereof) in your possession, custody or control which contains Confidential Information or data belonging to Bupa Care Services.

In addition, both during and at any time after termination of your employment, you will not make statements to the media about Bupa Care Services, its employees or residents without specific written authorisation from a Director to do so. Employees found to have breached this requirement will be dismissed.

Initial: \_\_\_\_\_

The obligations specified in this clause continue to apply notwithstanding the termination of your employment with Bupa Care Services for any reason, until such time as the relevant part of the Confidential Information passes into the public domain other than by reason of your unauthorised disclosure of the Confidential Information.

For the purposes of this Agreement, Confidential Information includes any trade secrets or confidential information relating to or belonging to Bupa Care Services, including but not limited to, any such information relating to customers or clients; customer lists or requirements; suppliers; terms of trade; pricing lists or pricing structures; future promotions; stock results; turnover figures; marketing information and plans; human resource information; intellectual property; inventions; business plans or dealings; technical data; employees or officers; financial information and plans; designs; product lines; ideas; concepts; plans; any document identified as being confidential by Bupa Care Services, research activities and the source code of any software.

Confidential Information does not include:

- (a) information within the public domain;
- (b) information required to be disclosed by law;
- (c) information which Bupa Care Services has consented to being disclosed; and
- (d) information required to be disclosed as a necessary part of your duties.

## I6. Restrictive Covenant

You agree that you will not, in any capacity, including as an employee, independent contractor, consultant, principal, agent, director, joint venturer, partner, trustee, beneficiary, whether solely or jointly, whether directly or indirectly, within the Specified Area and for the Restricted Period, without the prior written consent of Bupa Care Services:

- (a) solicit, divert, obtain or accept, whether for yourself or on behalf of any competitor or other person, any business from any of Bupa Care Services' Customers or Prospective Customers; and/or
- (b) obtain or attempt to obtain details of any Customer or Customer list(s); and/or
- (c) solicit or hire any person employed or engaged by Bupa Care Services; and/or
- (d) be interested or concerned with or employed or engaged by a competitor.

You agree that the above restraints are reasonable to protect the interests and goodwill of Bupa Care Services and that you and Bupa Care Services intend the restraints to operate to the maximum extent.

If a court of competent jurisdiction finds that the restraints contained in this clause:

- (a) are void as unreasonable for the protection of the interests of Bupa Care Services; and
- (b) would be valid if part of the wording was deleted or the Specified Area and/or Restricted Period were modified,
- (c) the restraints will apply with the modifications necessary to make them effective and to apply as intended above.

The restraints are separate, distinct and severable so that the unenforceability of any restraint does not affect the enforceability of the other restraints.

You acknowledge and agree that damages are an inadequate remedy for breach of clause 14, clause 15 and/or clause 16 of this Agreement.

Following the termination of your employment with Bupa Care Services, you must not represent yourself as being connected or associated with or in any way retaining an interest in Bupa Care Services' business.

For the purpose of this Agreement:

**Customer** means any person, firm, company or other organisation whatsoever to whom Bupa Care Services has supplied goods or services at any time before or during your employment under this Agreement.

Initial: \_\_\_\_\_

**Prospective Customer** means any person or firm which Bupa Care Services has initiated discussions with concerning business opportunities.

**Restricted Period** means:

- (a) 6 months from the date of termination of employment; or
- (b) 4 months from the date of termination of employment; or
- (c) 2 months from the date of termination of employment.

**Specified Area** means any place:

- (a) in Australia; or
- (b) in the State or Territory in which your employment is or was based; or
- (c) in the area of greater metropolitan area of the city or town in which your employment is or was based; or
- (d) within 10 kilometres of your workplace location or any other Bupa Care Services location.

### 17. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements, representations, warranties, covenants and guarantees or understanding between you and Bupa Care Services, whether verbal or in writing.

This Agreement may only be altered in writing executed by Bupa Care Services and you. Any variation to the Agreement that is not in writing shall be of no force and effect.

### 18. Workplace Injury

In the event that you may sustain an injury whilst on duty, you authorise Bupa Care Services to discuss your rehabilitation needs with your medical practitioner.

### 19. Employment Outside Bupa Care Services

Please note that prior to accepting any offer of employment in addition to your employment with Bupa Care Services, you must obtain approval from Bupa Care Services. Such approval will not be unreasonably withheld. This is so that Bupa Care Services can aim to ensure your health and safety, and to ensure there is no conflict with your Bupa Care Services work obligations. You should also disclose to Bupa Care Services any details of existing additional employment positions that you may hold, and the possible impact of that other employment on your work obligations with Bupa Care Services.

---

## ACKNOWLEDGMENT

I have read and fully understood the terms and conditions of employment detailed above. I agree to comply with Bupa Care Services policies and procedures.

I accept Bupa Care Services' offer of employment on this basis.

*Please sign below and initial the bottom of each page of this letter, then return it to Bupa Care Services Human Resources.*

Initial: \_\_\_\_\_

SIGNED: .....

DATE: .....

Released by the Fair Work Ombudsman  
under the  
Freedom of Information Act

Initial: \_\_\_\_\_

s.22 Irrelevant information

**From:** s.22 Irrelevant information  
**Sent:** Wednesday, 15 December 2021 12:35 PM  
**To:** s.22 Irrelevant information  
**Subject:** An important announcement on payroll compliance

[Web Version](#)

76

s.22 Irrelevant information

**To: All Bupa Australia employees****15 December 2021**

## An important announcement on payroll compliance

Hello everyone,

I am writing to let you know that, following an extensive pay compliance review, we have identified underpayments of employee entitlements affecting some current and former employees against relevant enterprise agreements and modern awards.

On behalf of Bupa, I am very sorry that this has happened - it is simply not good enough. We are taking responsibility in line with our values and are committed to resolving this fairly as a priority.

The initial findings from the review identified underpayments, as well as some overpayments. We have a large and diverse workforce in Australia with many of our people subject to different employment conditions. An internal team working alongside external advisors has reviewed 28 enterprise agreements and modern awards, analysing millions of individual pay records, covering some 50,000 current and former employees.

Over the seven and a half years covered by the review period, we estimate that the wage underpayments impact around 18,000 current and former employees and have a value of between \$65 million to \$75 million, excluding interest and applicable superannuation.

The annual wage underpayments equate to approximately 1.3% of our annual Australian payroll.

We have notified the Fair Work Ombudsman and are committed to keeping the Ombudsman informed throughout the process in an open and transparent manner.

A team has been established and is working through the necessary processes. You will receive a communication on payment details over the coming months if you have been impacted. All payments will include interest and superannuation where applicable. We have created [a dedicated internal site to keep you updated and this can be found here](#).

We expect to start payments to impacted employees from March 2022 onwards, while also making every effort to contact former colleagues who are impacted.

We know there are inherent complexities in our multiple awards and employment categories, so we have begun strengthening and simplifying our systems, processes and controls to ensure they are more robust.

This includes putting in place additional auditing and assurance mechanisms. You will hear more about these changes in early 2022.

Once again, I want to emphasise just how sorry I am that this has happened. You have my commitment that we will resolve the problems of the past and do all we can to avoid this happening again in the future.

Tomorrow we will be holding a Town Hall to discuss this matter and [if you would like to attend you can register here](#).

Regards, s.22 Irrelevant info

s.22 Irrelevant information

**Bupa Asia Pacific**



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Workvivo posts

### End Jan 2022: Pay compliance update

s.22 Irrelevant information posted an update.

a month ago

[Australia](#)

Hello there and a very happy new year to you all.

As you know, at the end of last year we shared an important update about our [payroll compliance](#). I just wanted to let you know that work is most definitely underway and that this remains our number one priority.

As we start to make changes to simplify and strengthen our pay processes, I wanted to share the focus areas for the coming month.

These include:

- Preparing to make payments to people who have been underpaid from March 2022.
- Having the right tools, systems and process in place so we can get the basics right.
- Continuously looking at how we can improve our processes, so we're set up well for the future.

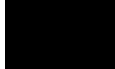
We are absolutely committed to improving our pay processes, and we know this is something we just have to get right.

As we start communicating changes to our pay processes, you will be provided with as much support as possible.

I will continue to keep you updated here on Workvivo and we will always communicate directly with you via email or your people leader when there are changes that impact you.

Much care,

s.22 Irrelevant information





s.22 Irrelevant information

**From:** CAREY,Michelle  
**Sent:** Monday, 6 June 2022 4:59 PM  
**To:** s.22 Irrelevant information  
**Cc:**  
**Subject:** MAT-20162-Z0F6 - Bupa Payroll Compliance Review  
**Attachments:** MAT-20162-Z0F6-Bupa-Request for Information - June 2022.pdf


Dear s.22 Irrelevant information

Please find **attached** correspondence in relation to the above matter.

If you would like to discuss or have any questions, don't hesitate to call.

Regards

Michelle

 **Michelle Carey** | Executive Director  
Large Corporates Branch  
**FAIR WORK OMBUDSMAN**

**T:** 03 9954 2654  
**X:** 32654  
**M:** 0403 335 713  
**E:** [michelle.carey@fwo.gov.au](mailto:michelle.carey@fwo.gov.au)

GPO Box 9887 Melbourne VIC 3001 | 414 La Trobe Street, Melbourne VIC 3000

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under the  
Freedom of Information Act



GPO Box 9887  
MELBOURNE VIC 3001

6 June 2022

s.22 Irrelevant information

Bupa Australia

By email to: s.22 Irrelevant information

Copy to: s.22 Irrelevant information

Dear s.22 Irrelevant information

### Bupa – self-report of underpayments

I refer to the Fair Work Ombudsman's (FWO) investigation of the underpayments reported by Bupa identified as a result of Bupa's proactive payroll compliance review (Review), and your letter and attachments of 18 March 2022.

Based on the anticipated timelines for the Review, the FWO is seeking further information in relation to the matters set out below.

### Review update

1. Based on the Review and remediation milestones outlined in the payment timeline (provided at Attachment 1 to Bupa's 18 March 2022 letter), we understand that the first phase of the Review for the period 1 July 2014 to 30 June 2021 should now be sufficiently progressed to enable Bupa to provide the following information:
  - a. for each employing entity included within the scope of the Review:
    - i. a breakdown of the underpayments calculated to date (being the total amounts identified in relation to each entitlement or issue, and the number of current and former employees impacted by each entitlement or issue), with amounts relating to superannuation and interest separately identified;
    - ii. the remediation payments made to date, including the number of current and former employees paid and the date payments were made, with amounts relating to superannuation and interest separately identified;
    - iii. the remediation payments calculated but yet to be paid, including the number of current and former employees to be paid, and the dates remediation payments are scheduled to be paid; and
    - iv. the relevant date range in which underpayments occurred, including the total underpayment for each financial year.

2. If there has been any change to review and remediation milestone dates, the FWO requests that Bupa provides an updated timeline, in the same format as the payment schedule provided on 18 March 2022.
3. Bupa has previously advised that the preliminary estimate of the total potential underpayments was in the vicinity of \$65 million to \$75 million. Given the progress of the Review, please confirm whether there has been any change to the estimated underpayment range, and if so, provide an updated overall estimate.

#### **Review methodology**

4. In response to the FWO's request for information regarding Bupa's Review methodology (as detailed at paragraph 6 of FWO's letter of 25 February 2022) Bupa provided documents detailing the pay rules that underpin the calculation of employee entitlements and the assumptions that underpin the calculation of employee entitlements relevant to the Bupa Villages and Aged Care South Australia cohort.
5. Given the progress of the Review, the FWO requests that Bupa now provides the pay rules and assumptions documentation for all cohorts that have had calculations finalised to date.
6. If Bupa is not able to provide this information for any cohort(s), please provide a schedule of when FWO can expect to receive this information.

# s.22 Irrelevant information

#### **Provision of information**

10. Please provide the information and or documents requested above by no later than 5:00pm on Tuesday, 21 June 2022.

11. The FWO also requests that Bupa provide ongoing monthly updates on the progress of the Review (and that those updates include all information detailed in paragraphs 1-3 above) by no later than 5:00pm on the last Friday of each month.

12. Any information provided voluntarily under this request may be used by the FWO as appropriate to further its statutory functions under the FW Act.

If you wish to discuss this letter or the timeframes set out above, I can be contacted on (03) 9954 2654 or by return email.

Yours sincerely,

s.22 Irrelevant information

Michelle Carey  
Executive Director – Large Corporates Branch  
Fair Work Ombudsman

Released by the Fair Work Ombudsman  
under the  
Freedom of Information Act

s.22 Irrelevant information

**From:** s.22 Irrelevant information  
**Sent:** Tuesday, 7 June 2022 10:05 AM  
**To:** CAREY,Michelle  
**Cc:** s.22 Irrelevant information  
**Subject:** RE: MAT-20162-Z0F6 - Bupa Payroll Compliance Review [SEC=OFFICIAL]

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**CAUTION:** This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear Ms Carey,

Thank you for your letter dated 6 June 2022.

We will promptly review your request for information and documents, and will endeavour to respond on or before 21 June 2022.

As always, if you have any queries in the meantime, please do feel free to call me s.22 Irrelevant information or s.22 Irrelevant information

Thanks again.

Kind regards,

s.22 Irrelevant information

Asia Pacific

Bupa, 33 Exhibition Street, Melbourne, 3000

s.22 Irrelevant information

[W bupa.com.au](http://www.bupa.com.au)



---

**From:** CAREY,Michelle <Michelle.Carey@fwo.gov.au>  
**Sent:** Monday, 6 June 2022 4:59 PM  
**To:** s.22 Irrelevant information  
**Subject:** MAT-20162-Z0F6 - Bupa Payroll Compliance Review [SEC=OFFICIAL]

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Dear s.22 Irrelevant information

Please find attached correspondence in relation to the above matter.

If you would like to discuss or have any questions, don't hesitate to call.

Regards

Michelle

 Michelle Carey | Executive Director

Large Corporates Branch  
**FAIR WORK OMBUDSMAN**

T: 03 9954 2654  
X: 32654  
M: 0403 335 713  
E: [michelle.carey@fwo.gov.au](mailto:michelle.carey@fwo.gov.au)

GPO Box 9887 Melbourne VIC 3001 | 414 La Trobe Street, Melbourne VIC 3000

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s.22 Irrelevant information

**From:** s.22 Irrelevant information  
**Sent:** Tuesday, 21 June 2022 11:42 AM  
**To:** CAREY,Michelle  
**Cc:** s.22 Irrelevant information  
**Subject:** RE: MAT-20162-ZOF6 - Bupa Payroll Compliance Review [SEC=OFFICIAL]  
**Attachments:** Attachments.zip; 2022.06.21 - letter to FWO FINAL.pdf  
**Importance:** High

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**CAUTION:** This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear Ms Carey,

Thank you for your letter dated 6 June 2022.

Please see attached letter and annexures in response to the queries in your letter.

As always, please do not hesitate to call me s.22 Irrelevant information or s.22 Irrelevant information if you wish to discuss this.

Thanks so much.

Warm regards,

s.22 Irrelevant information

Asia Pacific

Bupa 33 Exhibition Street Melbourne 3000

s.22 Irrelevant information [W bupa.com.au](http://www.bupa.com.au)




---

**From:** CAREY,Michelle <[Michelle.Carey@fwo.gov.au](mailto:Michelle.Carey@fwo.gov.au)>  
**Sent:** Monday, 6 June 2022 4:59 PM  
**To:** s.22 Irrelevant information  
**Cc:** s.22 Irrelevant information  
**Subject:** MAT-20162-ZOF6 - Bupa Payroll Compliance Review [SEC=OFFICIAL]

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Dear s.22 Irrelevant information

Please find attached correspondence in relation to the above matter.

If you would like to discuss or have any questions, don't hesitate to call.

Regards

Michelle



**Michelle Carey** | Executive Director  
Large Corporates Branch  
**FAIR WORK OMBUDSMAN**

**T:** 03 9954 2654  
**X:** 32654  
**M:** 0403 335 713  
**E:** [michelle.carey@fwo.gov.au](mailto:michelle.carey@fwo.gov.au)

GPO Box 9887 Melbourne VIC 3001 | 414 La Trobe Street, Melbourne VIC 3000

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**From:** s.22 Irrelevant information  
**Sent:** Monday, 28 February 2022 12:01 PM  
**To:** s.22 Irrelevant information  
**Subject:** Pay compliance review update

[Web Version](#)

s.22 Irrelevant information



To: All Bupa Australia people

28 February 2022

## Pay compliance review update

Hello everyone,

I so hope this note finds you well.

As you know, we [announced](#) in December 2021 that we had identified underpayments of employee entitlements affecting some current and former employees. I wanted to give you an update of where we are at and how we are going to improve and simplify our systems and processes to make sure you are being paid correctly.

### Fixing the mistakes of the past

We have been working hard to validate the payments to be made to people who have been underpaid. The payments to put this right are being phased and will start in BVAC AU from mid-March, followed by Health Services, Health Insurance and then our business service areas over the next few months. We will contact everyone who has been underpaid (including people who no longer work at Bupa) to let them know how much will be paid to them, and to provide further support and information.

### Getting the basics right

On Wednesday 2 February, we let you know that we are [changing our pay cycle](#), so that the fortnightly pay period will only include days worked (arrears), rather than a mixture of days worked and days yet to be worked. This change will help ensure integrity in our pay system, as we will have greater certainty over the hours people have worked and will therefore be able to pay entitlements for the pay period worked.

A gentle reminder that the new pay cycle means **there will be a three week and one day gap between payment from 2 March to 24 March 2022**, before resuming every fortnight from Thursday 24 March. Please note, this excludes our BVAC and Dental business as they are already paid in arrears.

### Time and attendance

The next change we are introducing is a standard way of [recording your hours worked](#). We will do this in a time and attendance system called Dimensions, which will link directly to applicable pay rules so that you receive the correct pay and benefits under your Enterprise Agreement or Modern Award and contract of employment.

This also ensures we are meeting our compliance obligations. The pay cycle change is crucial for the effectiveness of this system so that entitlements are calculated based on actual hours worked. Dimensions is

already used in our BVAC AU business, and we will extend it to the rest of our Australian business over the coming months.

You will hear more about these changes as your part of the business approaches its rollout date and I hope to visit many of your townhalls or team meetings to answer any questions you may have.

**Continuously improving**

We will also be **undertaking regular payroll compliance checks** to make sure that we can identify ways to continually improve our processes and to provide ongoing assurance that you are paid correctly based on the hours you work.

I know that changes like this may be challenging and as always, if you have any questions please do refer to the [Bupa Pay Review](#) page on People Services or follow 'Bupa Pay Review' on Workvivo for updates. Should you or your immediate family require additional support please [reach out to Assist at any time](#).

I really appreciate your patience and participation as we begin paying our people who have been impacted, and put in place these changes to ensure mistakes like these don't happen again.

Much care

s.22 Irrelevant information



Asia Pacific



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From: s.22 Irrelevant information  
 Sent: Thursday, 5 May 2022 2:30 PM  
 To: s.22 Irrelevant information  
 Subject: Pay review update: We're making good progress

[Web Version](#)

s.22 Irrelevant information



To: Bupa Australia - All

5 May 2022

## Pay review update: We're making good progress

Hello everyone,

I so hope this note finds you well.

There continues to be a significant amount of work happening to address the outcomes of the [Bupa pay review](#) and I would like to give you a quick update on how this work is progressing.

### ***Fixing the mistakes of the past***

I am pleased to tell you that we have started making payments to our impacted Australian BVAC current and former employees.

As the review is highly complex and we want to make sure we get it right, some calculations are taking a little longer to work through than others. We expect to start contacting impacted employees in our Health Services business from June 2022, followed by Health Insurance and Business Service areas from July 2022 onwards.

### ***Getting the basics right***

**Workday** - for employees covered by an enterprise agreement or modern award, we have made some important changes to [Workday](#) to ensure that information about your job classification and relevant enterprise agreement or modern award is accurate and available in one place.

FAQs and instructions on how to see this in Workday are available on [People Services](#).

**Time and attendance**- in my last update, I let you know about the introduction of a time and attendance system, Dimensions (which is already used in our BVAC AU business), to the rest of our Australian businesses over the coming months.

If you are covered by an enterprise agreement or modern award (you can now see this in Workday), you will be required to record your working hours using Dimensions, which is linked directly to our payroll systems to ensure you are paid correctly.

If you are a people leader of someone who needs to record their hours worked, you will have a role to play in creating rosters, schedules, managing leave and timecards in Dimensions.

If you need to use Dimensions, you will receive more information over the coming weeks to help prepare you for this change.

What I am keen to emphasise above all else, is that paying our people accurately and meeting our compliance obligations is our priority. This is something that the Executive Leadership Team and I take very seriously. The systems and processes are complex and it is important we take time to get it right.

Thank you for your patience and continued support as we put in place the changes to help ensure mistakes like these don't happen again.

Much care,

s.22 Irrelevant information

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**Impacted employee (CURRENT)**

---

**EMAIL CONTENT**

From: Bupa Pay Review Team  
To: [CMS.EmailAddress]  
Subject: Bupa Pay Review – Your payment

Dear [CMS.FirstName],

In December 2021, we announced that an extensive pay compliance review had identified underpayments and overpayments of some employee entitlements against relevant industrial instruments (i.e. enterprise agreements and modern awards).

I wanted to let you know that you will be receiving a payment. This is because there was a difference between what you were entitled to be paid under the industrial instrument(s) which applied to you and what was actually paid to you while working at [PaymentFile.EmployingEntity].

[CMS.FirstName], this should not have happened, and we are deeply sorry that it did. It is really important to us that we make things right for you.

We have worked with external experts who have assessed your individual pay records maintained by [PaymentFile.EmployingEntity] to ensure that the payment is accurate and reflects all your relevant entitlements.

Please find the details of your payment in the attached pdf along with a copy of this email, which you can print and keep for your records. To open the PDF, enter your date of birth in DDMMYYYY format.

While we have identified a payment to you for the period 1 July 2014 to 30 June 2021, the period from 1 July 2021 to now is still under review. We will contact you if further payments will be made to you.

**Support and more information**

If you have any questions, please refer to the Frequently Asked Questions available on the [Bupa Pay Review People Services Page](#) or contact the team by phone or email.

**Website:** [payreview.bupa.com.au](http://payreview.bupa.com.au)

**Phone:** 1800 979 639 between 8am – 8pm AEST or +61 3 7035 4055 for international callers.

**Email:** [bupapayreview@bupa.com.au](mailto:bupapayreview@bupa.com.au)

We will respond to your questions as soon as possible, and typically within 7 days of you getting in touch with us.

Thank you for your patience while we worked through these details. Once again, on behalf of Bupa, I would like to say that we are deeply sorry this has happened. We are committed to putting this right and doing all we can to avoid this happening again.

Warm regards,

s.22 Irrelevant information

Bupa Asia Pacific

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**PDF attachment OR Physical Letter****[Letter Date]**Dear **[CMS.FirstName]**,

In December 2021, we announced that an extensive pay compliance review had identified underpayments and overpayments of some employee entitlements against relevant industrial instruments (i.e. enterprise agreements and modern awards).

I wanted to let you know that you will be receiving a payment. This is because there was a difference between what you were entitled to be paid under the industrial instrument(s) which applied to you and what was actually paid to you while working at **[PaymentFile.EmployingEntity]**.

**[CMS.FirstName]**, this should not have happened, and we are deeply sorry that it did. It is really important to us that we make things right for you

We have worked with external experts who have assessed your individual pay records maintained by **[PaymentFile.EmployingEntity]** to ensure that the payment is accurate and reflects all your relevant entitlements.

**What does this mean for you?**

We have identified from the review that for the period between 1 July 2014 - 30 June 2021, your payment (before applicable withholding tax) is **[\$[PaymentFile.AmountPayable]**. We will also be paying you compensatory interest of **[\$[PaymentFile.InterestDueEmployee]**. This additional payment of interest is to compensate you for not paying your entitlements to you accurately and on time.

If you are a non-resident for tax purposes or have an overseas residential address or bank account, your interest payment will be subject to applicable withholding tax.

These payments (less applicable withholding tax) will be paid to you using the same bank account your regular pay is made to.

A breakdown of these payments (before applicable withholding tax) by financial year is set out in the table below. Note: The payment you will see in your bank account will typically be less than the total amount shown in the table due to applicable withholding tax.

<b>Financial Year Ended</b>	<b>Gross Amount</b>	<b>Interest</b>
-----------------------------	---------------------	-----------------



30 June 2015	\$ [PaymentFile.GrossAmount_FY14_15]	\$ [PaymentFile.Interest_FY14_15]
30 June 2016	\$ [PaymentFile.GrossAmount_FY15_16]	\$ [PaymentFile.Interest_FY15_16]
30 June 2017	\$ [PaymentFile.GrossAmount_FY16_17]	\$ [PaymentFile.Interest_FY16_17]
30 June 2018	\$ [PaymentFile.GrossAmount_FY17_18]	\$ [PaymentFile.Interest_FY17_18]
30 June 2019	\$ [PaymentFile.GrossAmount_FY18_19]	\$ [PaymentFile.Interest_FY18_19]
30 June 2020	\$ [PaymentFile.GrossAmount_FY19_20]	\$ [PaymentFile.Interest_FY19_20]
30 June 2021	\$ [PaymentFile.GrossAmount_FY20_21]	\$ [PaymentFile.Interest_FY20_21]
<b>TOTAL</b>	\$ [PaymentFile.AmountPayable]	\$ [PaymentFile.InterestDueEmployee]

Where there is no amount shown for a particular year, the review did not find any payments to be made to you for that year.

Where applicable, the appropriate superannuation contribution will also be made to your nominated complying superannuation fund in accordance with applicable laws.

At the required time, we will provide you with the necessary tax documentation required to complete your relevant individual income tax return/s. We encourage you to contact a tax advisor or accountant if you require any tax or financial advice.

While we have identified the above amounts to be paid to you for the period 1 July 2014 to 30 June 2021, the period from 1 July 2021 to now is still under review. We will contact you if further payments will be made to you.

### **Support and more information**

If you have any questions, please refer to the Frequently Asked Questions available on the Bupa Pay Website or contact the team by phone or email.

**Website:** [payreview.bupa.com.au](http://payreview.bupa.com.au)

**Phone:** 1800 979 639 between 8am – 8pm AEST or +61 3 7035 4055 for international callers.

**Email:** [bupapayreview@bupa.com.au](mailto:bupapayreview@bupa.com.au)



We will respond to your question as soon as possible, and typically within 7 days of you getting in touch with us.

Thank you for your patience while we worked through these details. Once again, on behalf of Bupa, I would like to say that we are deeply sorry this has happened. We are committed to putting this right and doing all we can to avoid this happening again.

Warm regards,

s.22 Irrelevant information

Bupa Asia Pacific

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**Impacted employee (FORMER)**

**Channel: Physical Letter**

[Letter Date]

Dear [CMS.FirstName],

In December 2021, we announced that an extensive pay compliance review had identified underpayments and overpayments of some employee entitlements against relevant industrial instruments (i.e. enterprise agreements and modern awards).

I wanted to let you know that you will be receiving a payment. This is because there was a difference between what you were entitled to be paid under the industrial instrument(s) which applied to you and what was actually paid to you while working at [PaymentFile.EmployingEntity].

[CMS.FirstName], this should not have happened, and we are deeply sorry that it did. It is really important to us that we make things right for you.

We have worked with external experts who have assessed your individual pay records maintained by [PaymentFile.EmployingEntity] to ensure that the payment is accurate and reflects all your relevant entitlements.

**What does this mean for you?**

We have identified from the review that for the period between 1 July 2014 - 30 June 2021, your payment (before applicable withholding tax) is \$[PaymentFile.AmountPayable]. We will also be paying you compensatory interest of \$[PaymentFile.InterestDueEmployee]. This additional payment of interest is to compensate you for not paying your entitlements to you accurately and on time.

If you are a non-resident for tax purposes or have an overseas residential address or bank account, this additional payment will also be subject to applicable withholding tax.

A breakdown of these payments (before applicable withholding tax) by financial year is set out in the table below. Note: The payment you will see in your bank account will typically be less than the total amount shown in the table due to applicable withholding tax.

Financial Year Ended	Gross Amount	Interest
----------------------	--------------	----------

30 June 2015	\$ [PaymentFile.GrossAmount_FY14_15]	\$ [PaymentFile.Interest_FY14_15]
30 June 2016	\$ [PaymentFile.GrossAmount_FY15_16]	\$ [PaymentFile.Interest_FY15_16]
30 June 2017	\$ [PaymentFile.GrossAmount_FY16_17]	\$ [PaymentFile.Interest_FY16_17]
30 June 2018	\$ [PaymentFile.GrossAmount_FY17_18]	\$ [PaymentFile.Interest_FY17_18]
30 June 2019	\$ [PaymentFile.GrossAmount_FY18_19]	\$ [PaymentFile.Interest_FY18_19]
30 June 2020	\$ [PaymentFile.GrossAmount_FY19_20]	\$ [PaymentFile.Interest_FY19_20]
30 June 2021	\$ [PaymentFile.GrossAmount_FY20_21]	\$ [PaymentFile.Interest_FY20_21]
<b>TOTAL</b>	\$ [PaymentFile.AmountPayable]	\$ [PaymentFile.InterestDueEmployee]

Where applicable, the appropriate superannuation contribution will also be made to your nominated complying superannuation fund in accordance with applicable laws.

At the required time, we will provide you with the necessary tax documentation required to complete your relevant individual income tax return/s. We encourage you to contact a tax advisor or accountant if you require any tax or financial advice.

While we have identified the above amounts to be paid to you for the period 1 July 2014 to 30 June 2021, the period from 1 July 2021 to now is still under review. We will contact you if further payments will be made to you.

### **What do you need to do?**

For us to make your payment we need you to provide us with the details below.

Details we need include:

- Tax File Number (TFN)
- Bank account details
- Superannuation information
- Proof of Identification
- Tax Residency Status

Please call The Bupa Pay Review team on 1800 979 639 so that we can securely set you up with access to the Bupa Pay Review portal, where you can provide us with this information.

### **Support and more information**

If you have any questions, please refer to the Frequently Asked Questions available on the Bupa Pay Review website or contact the team by phone or email.

**Website:** [payreview.bupa.com.au](http://payreview.bupa.com.au)

**Phone:** 1800 979 639 between 8am – 8pm AEST or +61 3 7035 4055 for international callers.

**Email:** [bupapayreview@bupa.com.au](mailto:bupapayreview@bupa.com.au)

We will respond to your questions as soon as possible, and typically within 7 days of you getting in touch with us.

We thank you for your patience while we worked through these details. Once again, on behalf of Bupa, I would like to say that we are deeply sorry this has happened. We are committed to putting this right and doing all we can to avoid this happening again.

Warm regards,

s.22 Irrelevant information

Bupa Asia Pacific

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**From:** s.22 Irrelevant information  
**Sent:** Friday, 29 July 2022 11:54 AM  
**To:** CAREY,Michelle  
**Cc:** s.22 Irrelevant information  
**Subject:** End July 2022 - Bupa Payroll Compliance Review -Monthly Update  
**Attachments:** Attachments.zip; 2022.07.29 - FWO July Monthly Update.pdf  
  
**Importance:** High  
  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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Dear Ms Carey,

I so hope this note finds you well.

Please find attached **Bupa's July 2022 update** on our payroll compliance review.

As always, please do not hesitate to call me s.22 Irrelevant information or s.22 Irrelevant information if you wish to discuss this.

Thanks so much.

Warm regards,

s.22 Irrelevant information

Asia Pacific

Bupa, 33 Exhibition Street, Melbourne, 3000

s.22 Irrelevant information

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**From:**

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**Sent:**

Wednesday, 6 July 2022 2:00 PM

**To:**

s.22 Irrelevant information

**Subject:**

Pay review update: we're making it right

[Web Version](#)

s.22 Irrelevant information


**To: Bupa Australia - All****6 July 2022**

## Pay review update: we're making it right

Hello everyone,

I so hope this note finds you well.

Since my last update, our work to address the outcomes of the [Bupa Pay Review](#) continues with some significant achievements that I'd like to share with you.

### ***Fixing the mistakes of the past***

We have made payments to more than 10,000 impacted Bupa Villages and Aged Care Australia (BVAC AU) current and former employees across all states and we have now commenced payments to some impacted employees in our Health Services business, starting with Optical and Hearing.

We have a strong support team in place and so far, the Pay Review team have received and resolved more than 14,000 queries. Thank you to the team for managing the sensitive and complex nature of these queries with professionalism and care.

It's important to remember that although some payments have been made, the review is ongoing. As calculations are finalised, we are committed to making payments as soon as possible.

We will continue to make payments to impacted employees in BVAC AU and Health Services over the coming months and expect to start payments for Health Insurance and Business Services from August 2022.

### ***Getting the basics right***

Last year, a time and attendance system called Dimensions was introduced to our BVAC AU business to make it easier for our care homes to manage their rosters, the hours our people work and how our people apply for leave. Over the past couple of months, some important changes have been made to Dimensions in BVAC AU to address some of the outcomes of our pay review and ensure our people are being paid correctly. I'd like to take the chance to say a huge thank you to all 7,000 people working across our 59 aged care homes in Australia for your contribution and support during this time.

We are also still working hard to prepare for the roll out of Dimensions in other parts of the business. This is a complex change, and we need to get it right. We will keep you updated as we progress with this important work.

### ***Optimising for the future***

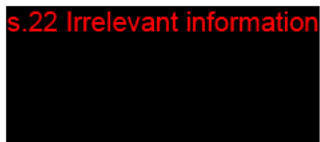
We're also doing a lot of work to automate our processes and systems to ensure a streamlined approach to ongoing compliance. This has included pre-classifying more than 250 position descriptions for roles we hire in large volumes, removing the need for manual classification which helps us get jobs advertised in the market much faster. We are also close to launching a new system which will automatically generate contracts of employment for our people, which is very exciting.

As you can see, there is a lot of work underway. We will continue to improve and fine tune our systems and processes, and the way we work to ensure we get this right.

Thank you so much for your ongoing patience and support in helping us make important changes like these.

Much care,

s.22 Irrelevant information



Asia Pacific

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**Our values**

**Brave**  
Make new possibilities happen

**Caring**  
Act with empathy and respect

**Responsible**  
Own your decisions and actions

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