

Allevia Hospitals and Tōpūtanga Tapuhi Kaitiaki o Aotearoa: New Zealand Nurses Organisation Incorporated

Collective Agreement

17 August 2026 – 13 August 2028



**Allevia
Hospitals**

Contents

Our Working Partnership	4
Vision and Values	5
1 Coverage of this Agreement	6
2 Parties to this Collective Agreement are:-	7
2.1 New Employees	7
2.2 Existing Employees	7
2.3 Definitions	7
2.4 Variation of This Agreement.....	7
3 Hours of Work.....	8
3.1 Hours of Work.....	8
3.2 Minimum 9 Hour break between Duties.....	8
3.3 Weekly Hours	8
3.4 Rostered Days Off.....	8
3.5 Rosters	8
3.6 Work Periods.....	8
3.7 Unforeseen Additional Duty Hours.....	9
3.8 Normal Hours of Work.....	9
3.9 Alternative Hours of Work	9
4 Employment Status definitions / Less Than Full-time.....	10
5 Casual Employees	11
5.1 Rate of Pay.....	11
5.2 Holiday Pay.....	11
5.3 Sick Leave and Bereavement Leave	11
5.4 Minimum Notice Period for Cancelling a Shift	11
5.5 Minimum Shift Length for Casual Employees.....	11
5.6 Availability	11
5.7 Paid Meal Break.....	11
6 On Call & Call Out	12
6.1 On Call during Off-Duty Hours	12
6.2 On Call on a Public Holiday	12
6.3 Call Out.....	12
7 Shoe Allowance	12
8 Higher Duties and Shift Coordinator Allowances.....	13
8.1 Higher Duties Allowance	13
8.2 Shift Coordinator Allowance.....	13
9 Night Allowance	13
10 Flexibility Allowance	14
11 Shift Allowance – Perioperative Services (Registered Nurse, Team Leader OR, Registered Nurse First Surgical Assistant, Enrolled Nurse, Anaesthetic Technician).....	14
12 Acting Clinical Nurse Advisor Allowance	14
13 Overtime and Weekend Rates	14
13.1 Overtime.....	14
13.2 Weekend Rates	15
13.3 Overtime Calculations	15
14 Superannuation.....	15
15 Annual Practicing Certificates	16
15.1 Reimbursement.....	16
15.2 Professional Responsibility and Accountability.....	16
16 CSSD – New Zealand Sterile Sciences Assoc. (NZSSA) membership reimbursement.....	16
17 Wages and Salaries	17
17.1 Senior Positions	17
17.1.1 Resource Nurses and Clinical Trainer/Coach.....	17
17.1.2 Team Leaders	17
17.1.3 Nurse Specialist, Clinical Educators, Clinical Specialist.....	17
17.1.4 CNA's	18
17.2 Nurses	18
17.3 Anaesthetic Technicians	19
17.4 Orderlies, Ward Assistants, HCA's, Peri-Op Assistants, Sterile Stores Assistant, Clinical Support Assistant	19
17.5 Sterilising Unit.....	19
18 Professional Development Recognition Programme	21
18.1 Participation	21

18.2	PDRP Allowances, Minimum Requirements and Reassessment Cycles	21
18.3	Changing FTE / employment status in relation to PDRP allowance	22
18.4	Leave.....	22
19	Retention.....	22
20	Leave.....	22
20.1	Annual Leave	22
20.2	Sick Leave	23
20.3	Bereavement Leave Entitlements	25
20.4	Shift Leave.....	25
20.4.1	Shift Leave – applicable to Peri-Operative Services	26
20.5	Self-Development Opportunities	26
20.6	Parental Leave	26
20.7	Jury Duty.....	27
20.8	Public Holidays	27
20.9	Union leave	28
21	Health and Safety.....	29
22	Family Violence	29
23	Criminal Charges.....	30
24	Temporary Relocation of Roles	30
25	Termination	30
25.1	Notice Periods	30
25.2	Suspension	30
25.3	Monies Owning on Termination of Employment.....	31
25.4	Abandonment of Employment.....	31
26	Redundancy.....	31
27	Employee Protection Provision	32
28	Confidentiality	33
29	Clinical Governance	33
30	Employee Concerns	33
30.1	Counselling & Guidance.....	33
30.2	Mental Health and Addiction	34
30.3	Resolving Employment Relationship Problems.....	34
30.4	Union Access	34
31	Proprietary Rights.....	34
32	Company Policy	34
33	Non-Discrimination	34
34	Personnel Records.....	35
35	Privacy.....	35
36	Term of Agreement.....	35
37	Attestation Clause	36
APPENDIX A		37
APPENDIX B		38
APPENDIX C		40
APPENDIX D		42
APPENDIX E		44
APPENDIX F		45

Our Working Partnership

People are the heart of Allevia Hospitals. Together we accept and share the responsibility of delivering the very best in clinical and customer care.

We encourage individual self-management, initiative and accountability within a sound framework of ethics and superior clinical and economic outcomes.

We will constantly strive for collaborative teamwork and the integration of activities for the benefit of clinicians and patients in an environment that encourages innovation, clinical excellence and accountability of resources.

We will measure our performance against the integrity of our decisions and behaviours.

We recognise that to achieve our goals will require an environment in which the individual constantly seeks and provides feedback regarding their performance and the performance of others in a positive and constructive manner.

Allevia Hospitals is a private healthcare organisation. Accordingly there is a need to work together on the understanding that as the environment changes, we need to be able to respond and that consequently, roles and responsibilities may change.

The sorts of change we anticipate are:

- Evolutionary change, where a position may change with the growth, development and needs of the business.
- Movement to a new position, where positions need to move to meet the needs of doctor groups or technology to ensure the provision of excellent clinical care.
- Structural change, where a decision is made to change certain aspects of Allevia Hospitals' operations with an associated change to roles and responsibilities.

We value the opportunity for Allevia Hospitals and the NZNO to collectively develop new ways of managing and developing our resources and people.

Allevia Hospitals is moving towards the optimum utilisation of operational capacity. The parties are committed to developing mutually acceptable consultative processes which allow matters such as the organisation of work, teamwork and other People and Culture initiatives to be developed and implemented.

Our Vision Transforming Care, Transforming Lives

Our Values.

 We care about what's important to you. Poipoia ta kakano, kia puawai Nurture the seed and it will flourish. Manaakitanga We listen. We are transparent about what we're doing and why. Your wellbeing is important to us.	 We are smarter together. Tūākana – Teina The younger sibling (Teina) learns from the older sibling (Tūākana) how to do it. The older sibling learns from the younger sibling how to be tolerant, show aroha and Manaaki. Whānau We succeed by working together and learning from each other. We solve problems and look at challenges as opportunities. We share our knowledge and learn from each other.	 We are responsible for the results we deliver. He tangata ki tahi A man who speaks once is a man of his word. Rangatiratanga, Pono We do what we say we'll do. We communicate with those who are relying on us. We work and behave with authenticity and purpose. We honour equity, equality and social justice.	 We do what is right. Kia te tika. Kia te pono, Kia te aroha Do what is right. Do it with integrity. Do it for love. Tika – Pono – Aroha We act with honesty, integrity, fairness, and kindness. We act from a position of care. We work in a way that is consistent with our organisation's purpose.	 We focus on what's ahead and learn from the past. Kia whakatōmuri te haere whakamua I walk backwards into the future with my eyes fixed on my past. We are aware of ourselves, our patients and their families. Ahuetanga We are self-aware in everything we do. We draw on past learnings, and remain open to new ways of doing things. We have a strong belief in our purpose and we boldly pursue our vision. We learn and reflect so that we can improve.
---	---	--	---	---

Te Tiriti o Waitangi

Allevia Hospitals commits to fully implementing the Ngā Paerewa Health and Disability services Standard (NZS 8134:2021) which incorporates the principles of Te Tiriti o Waitangi to address equity for Māori and guide culturally appropriate healthcare.

The principles that apply are:

- **Self-Determination / Tino Rangatiratanga:** providing for Māori self-determination and mana motuhake.
- **Partnership / Patuitanga:** engaging meaningfully and working with iwi/Māori in strong and enduring relationships.
- **Equity/ Mana Taurite:** being committed to achieving equitable health outcomes for Māori.
- **Active Protection / Whakamarumarutia:** acting to the fullest extent practicable to achieve Māori health equity through culturally safe service delivery.
- **Options/ Kowhiringa:** providing services in a culturally appropriate way, recognising and supporting the expression of Te Ao Māori models of service and Te Reo Māori.

1 Coverage of this Agreement

This agreement applies to those employees of the Employer employed in the following groups:

- Anaesthetic Technicians / ODP (Operating Department Practitioner),
- Clinical Assistants such as HCAs, Clinical Support, Sterile Stores and Peri-Op Assistants,
- Theatre Orderlies,
- Nursing, such as RN's, EN's, RNFSAs and Senior Nursing roles, and
- Sterile Sciences.

For the purposes of clarification, this agreement excludes Executive and Senior Nurse Managers, Professional Nurse Advisor, Operations Managers, CSSD Managers, Charge Nurses, Charge Anaesthetic Technicians and the Manager Endoscopy Services.

This agreement may be extended to other occupational roles / groups as agreed between the parties.

2 Parties to this Collective Agreement are:-

THE ASCOT HOSPITAL & CLINICS LIMITED ('Allevia Hospitals' or the 'Employer'), and
Tōpūtanga Tapuhi Kaitiaki o Aotearoa: New Zealand Nurses Organisation Incorporated (or the 'Union').

2.1 New Employees

- a). The Employer, will inform any new employee whose work is covered by the Coverage clause (Clause 1 above) and who is employed during the term of this Agreement, that:
 - this Agreement exists and covers work to be done by the employee; and
 - the employee may join the union that is party to this Agreement; and
 - about how to contact the union; and
 - that if the employee joins the union, the employee will be bound by this Agreement.
- b). The new employee shall from the date of becoming a union member, be entitled to all benefits under this Agreement. Further to this the provisions of section 62 of the Employment Relations Act 2000 shall apply.
- c). If an employee covered by this Agreement leaves the employment of the Employer the employee shall no longer be covered by this Agreement.

2.2 Existing Employees

Existing employees who are covered by the coverage clause of this Agreement may become union members at any time. Employees shall, from the date of becoming a union member, be bound by all the benefits and obligations relating to employees under this Agreement.

There is agreement that the terms and conditions of this Agreement will not be passed on to employees who are not members of NZNO for:

- four (4) months from the first-year effective date of 17 August 2026; and
- two (2) months from the second-year effective date of 11 October 2027.

2.3 Definitions

"Time" or "T" means the employee's hourly base wage rate. It does not include allowances.

"Following consultation" means discussion between people before a decision is made.

2.4 Variation of This Agreement

The parties to this Collective Agreement may, at any time while the Agreement remains in force, agree in writing to the variation of any or all of its provisions. Any such variation shall require agreement between the Employer and 65% of the occupational classification of the employees concerned and this variation will be recorded in writing and attached to this Agreement.

3 Hours of Work

Allevia Hospitals undertakes that it is neither possible nor desirable to set rules regarding everything that can happen in the workplace. However, this Agreement sets out the principles within which an employee may be rostered and deployed.

3.1 Hours of Work

An employee's daily hours of work shall not exceed twelve (12) consecutive hours exclusive of an unpaid meal break. An unpaid meal break of 30 minutes and no more than one hour shall be taken around mid-shift and except in emergencies a meal break must be taken within five (5) hours of commencement of duty. Ten-minute rest breaks shall be taken around the mid-point on either side of the meal having regard to the circumstances prevailing at the time. Additional breaks shall be allowed for having regard to the number of hours worked in the day.

Allevia Hospitals envisages that the principle of teamwork and the need to maintain the same team with the surgeon will largely influence the scheduling of hours of work.

3.2 Minimum 9 Hour break between Duties

A minimum break of nine consecutive hours off duty will be provided between any two periods of normal rostered duty.

Where an employee receives less than the minimum break, the employee will be paid T1.5 for all hours worked on recommencing duty, up until a break of nine consecutive hours can be taken. If these hours are worked between midnight Friday and midnight Sunday, the employee will be paid T2.

This does not apply:

- To on-call employees who are not called back
- If mutually agreed in a change of shift roster
- If the break was less than nine hours at the request of the employee.

Where an employee is called back between the hours of successive duties and is required to start their ordinary scheduled duty without the minimum break (whether before or after the time worked) the Employer may, following consultation with the employee allow the employee to go off duty, or complete their nine hour break, without loss of ordinary pay for that shift.

3.3 Weekly Hours

An employee's weekly hours will not exceed 60. If the employee has worked 80 hours before their rostered fortnightly hours are completed, Allevia Hospitals may roster the employee off for the remainder of the fortnight, without pay.

3.4 Rostered Days Off

An employee is entitled to four rostered days off duty within each fourteen-day period. Single days are to be avoided so long as they occur no more than once in one 4 week period.

3.5 Rosters

Allevia Hospitals will notify an employee 14 days in advance of the commencement of their work periods however less notice may be required in exceptional circumstances. Once the roster has been published, changes may be made following consultation.

3.6 Work Periods

Eighty hours shall constitute an ordinary fortnight's work at Allevia Hospitals, which may be worked on any seven days of the week.

3.7 Unforeseen Additional Duty Hours

Allevia Hospitals will schedule hours of work that recognise the employee's needs while at the same time ensuring that the clinical and operational needs of Allevia Hospitals are met. Allevia Hospitals will endeavour to complete all employee activity within the rostered hours, however Allevia Hospitals recognises that there will be occasions that will require the employee to work unscheduled hours.

The parties acknowledge the nature of the business and shall use their best endeavours to work all unscheduled hours having regard to the personal circumstances of the employee and the demands of the business. The employee may at their discretion work in excess of 80 hours a fortnight.

Four (4) hours notice will be given when cancelling an extra shift that a permanent employee has agreed to work. Where less notice is provided, the employee will receive payment for 4 hours (weekend/night rates to apply where applicable, but not overtime).

3.8 Normal Hours of Work

- a) Employees will normally work an 8 hour shift, however in some departments, the work flow may require longer or shorter shift lengths.
- b) Part-timers may work shifts no less than 4 hour shifts.

3.9 Alternative Hours of Work

Employees may be rostered to work shifts longer than 8 hours (for example 10 or 12 hours) or shorter than 8 hours (for example 6 hours), following consultation.

- A maximum of five 10 hour shifts may be worked each week.
- A maximum of four 12 hour shifts may be worked each week.

4 Employment Status definitions / Less Than Full-time

- a) A **full-time** employee is an employee engaged to work 80 hours a fortnight.
- b) A **part-time** employee means an employee, other than casual employee, who works rostered shifts on a regular basis but less than the full-time hours prescribed in this Collective Agreement.
- c) A **casual** employee has no set hours or days of work; work is undertaken on an as-available, as-required basis; there is no obligation on the employer to offer work, nor on the employee to accept it.
- d) A **fixed term** employee is employed for a particular project or reason (e.g. primary carer leave cover) and there is a known / anticipated end date to their employment; the reason and timeframes are clearly stated in writing and agreed with the employee.
- e) A **permanent** employee is employed on an on-going basis (i.e. there is no known / anticipated end date to their employment).
- f) Less than full-time employees
 - i) shall be paid a proportion of whole-time wages
 - ii) are entitled to other conditions of employment on a pro-rated basis as appropriate.

5 Casual Employees

5.1 Rate of Pay

All new casual employees employed after 1 September 2004, will be paid the appropriate rate as stated in this Agreement.

All automatic increments will be subject to working a minimum of 0.4 with any employer in a comparable role elsewhere, over a period of 12 months.

5.2 Holiday Pay

A casual employee is defined as an employee whose work pattern is so irregular or intermittent that the concept of four weeks away from work is difficult to apply. As such annual leave will be paid to the employee in each pay period that the employee works, at a rate of 8% of gross earnings. This payment will show as an identifiable component of the employees pay.

5.3 Sick Leave and Bereavement Leave

Casual employees are entitled to sick and bereavement leave after six months continuous service in accordance with the Holidays Act 2003 (and any subsequent amendments). Casual employees are entitled to ten days sick leave per year, but in all other respects the terms of clauses 5.2 and 5.3 shall apply.

The way in which this is applied practically is that sick leave or bereavement leave can be claimed when a casual employee has been booked to work a shift, but then has to withdraw from that shift due to sickness / bereavement.

5.4 Minimum Notice Period for Cancelling a Shift

A minimum notice of 4 hours will be given to casual employees if their shift is cancelled. If the shift is cancelled with less than 4 hours' notice, the Casual employee will be paid 4 hours ordinary pay at the appropriate rate.

Casual employees must give a minimum of 4 hours' notice if they wish to cancel.

5.5 Minimum Shift Length for Casual Employees

A minimum shift length of 4 hours will apply to casual employees.

5.6 Availability

Casual employees should regularly communicate their availability for work, they may decline offers of work at their discretion and as such are not required to commit to working rostered shifts in the same way permanent employees are.

5.7 Paid Meal Break

Casual employees that work a minimum shift length of 4 hours and less than 6 hours will receive a 30minute paid meal break.

6 On Call & Call Out

Employees will be required to participate in an on call roster on an as-required basis. Employees who participate in the roster must report for duty within 30 minutes of being called.

6.1 On Call during Off-Duty Hours

When an employee is required to be on call during off-duty hours, an on-call allowance of \$8.00 an hour will be paid for all hours the employee is rostered on call. This includes time worked if the employee is actually called out.

6.2 On Call on a Public Holiday

Where an employee is required to be on call on a public holiday during normal off duty hours the on-call allowance will increase to \$10.00 per hour.

Employees required to be on call on a public holiday shall be granted an alternate holiday in lieu regardless of whether or not the employee was called out to work.

6.3 Call Out

An employee who is rostered on call to cover unexpected emergency situations and is called back after having completed their day's work or duty and has left their place of employment will be paid a minimum of three hours including up to 30 minutes travel time or for actual working time, whichever is the greater at T2.

Time worked during any call-out will not form part of the fortnightly hours for the purposes of ordinary hours calculations.

7 Shoe Allowance

All permanent Perioperative employees (including CSSD) and Endoscopy employees who work in procedural areas and are required by the organisation to leave their footwear onsite will be reimbursed up to \$100.00 once per annum (non-taxable) on the presentation of a valid GST receipt for the purchase of said footwear. It is strongly recommended that footwear can be easily cleaned or the use of personal protective equipment (PPE) is used.

8 Higher Duties and Shift Coordinator Allowances

Only one of either the Higher Duties or Shift Coordinator Allowance can be paid at any one time.

8.1 Higher Duties Allowance

An employee who at the request of the employer, substantially performs the duties and carries the delegations of a higher role will be paid the Higher Duties Allowance of \$4.00 per hour.

Higher Duties is defined as an employee acting in place of the manager when that manager is not on site, for example on annual leave/sick leave.

8.2 Shift Coordinator Allowance

An employee who acts as a Shift Coordinator will be paid an allowance of \$3.00 per hour, to take effect only after 2 hours per shift and to include total hours worked [as Shift Coordinator]. The Operations Manager / Charge Nurse / Line Manager will appoint the Shift Coordinator where required to address acuity and skills mix issues.

In exceptional circumstances the Operations Manager / Clinical Nurse Advisor (or designated authority) may at their discretion pay the shift coordinator allowance hour for hour where required to address significant skill mix or acuity issues.

The Shift Coordinator Allowance may only be claimed when the manager is off site / away from the floor, and the employee in the Shift Coordinator role is responsible for dealing with escalated issues.

In those units that use Trendcare the Shift Coordinator role will be recorded and the justification documented in the shift notes.

Where shift coordination is deemed part of the job description then the Shift Coordinator allowance does not apply, for example the Team Leader role.

9 Night Allowance

An employee whose normal hours of duty fall between 8pm and 6am shall be paid an additional allowance at T.25.

10 Flexibility Allowance

Allevia Hospitals appreciates and values the flexibility and willingness of employees who change shifts to ensure maximum efficiency, safe staffing and that we meet the needs of our customers. As such a flexibility allowance of \$35.00 per shift is payable when employees are requested and work as follows;

1. An employee working an additional shift with less than 24 hours notice
2. An employee who does not know their start time within 24 hours
3. An employee who works a changed or extended shift of 30 minutes or more with less than 24 hours notice
4. An employee who works a shift at another site with less than 24 hours notice

Notes;

- Only one of the above payments will apply for any one shift.
- This allowance does not apply to casual employees.
- Point 4 does not apply to employees whose roles are deemed to be cross site positions, where the employee is attending a meeting or education session at another site, or where the employee is transferred during their shift and are on paid time.
- This allowance does apply to employees who participate in a cross site roster when their site is changed with less than 24 hours notice (e.g. CCU and ADU).

11 Shift Allowance – Perioperative Services (Registered Nurse, Team Leader OR, Registered Nurse First Surgical Assistant, Enrolled Nurse, Anaesthetic Technician)

Perioperative Services employees (as specified) who work shifts that commence after 10am will be eligible for an additional shift allowance of \$20 per shift where the shift is a minimum of four hours.

12 Acting Clinical Nurse Advisor Allowance

A Registered Nurse on the Registered Nurse pay scale or a Senior Designated Nurse (Resource Nurses, Clinical Trainer/Coach, Team Leaders, Nurse Specialist, Clinical Educator and Clinical Specialist who acts in a Clinical Nurse Advisor capacity at any time will be paid an allowance of \$5.90 per hour for all hours worked as a Clinical Nurse Advisor.

This allowance is not payable to Clinical Nurse Advisors.

13 Overtime and Weekend Rates

13.1 Overtime

Full-time employees working eight or ten hour shifts from Sunday midnight to Friday midnight, will be entitled to the overtime rate of T1.5 for hours worked over 8 hours or in excess of their rostered shift, whichever is the greater, or for hours worked in excess of 80 hours per fortnight.

Full-time employees working 12 hour shifts from Sunday midnight to Friday midnight, will be entitled to an overtime rate of T1.5 for hours worked over 12 hours, or for hours worked in excess of 120 hours per three weeks.

For part-time employees, an overtime rate of T1.5 will apply for hours worked in excess of their rostered shift or in excess of 80 hours per fortnight.

For casual employees, an overtime rate of T1.5 will apply for hours worked in excess of 80 hours per fortnight.

From 1 April 2026:

Overtime after three (3) hours will be paid at T2.0 for **Theatre and PACU staff**, subject to the conditions below:

- Before overtime commences, the employee's manager (or their delegated authority), will seek authorisation from the Hospital General Manager (or their delegated authority). The only overtime that can be worked is that authorised.
- The employee or the employees' manager will log any overtime over three (3) hours in a single shift in Safety Hub to allow further investigation to take place and, where possible, avoid reoccurrence. *

* Clause 13 expressly excludes on-call situations. Where an employee is called back to work, the correct provision to apply is Clause 6.3 (Call Back)

13.2 Weekend Rates

- a). All hours worked between midnight Friday and midnight Sunday (excluding overtime) will be paid at a rate of T1.5;
- b). All overtime hours worked from midnight Friday to midnight Sunday will be paid at a weekend overtime rate of T2. What is overtime will be determined on the basis set out in clause 13.1 above.

13.3 Overtime Calculations

For the purposes of overtime calculations, 'hours worked' does not include any type of leave (paid or unpaid, sick, annual or otherwise), nor hours worked as 'call out'. Public holidays (either worked or paid as *public holiday not worked*) do count towards 'hours worked'.

To enable access to weekend education opportunities, these hours will be paid at ordinary time and will not count towards overtime.

14 Superannuation

Allevia Hospitals will abide by the legislated obligations for Employers, as outlined in the KiwiSaver Act 2006 (and any subsequent amendments).

15 Annual Practising Certificates

15.1 Reimbursement

Permanent employees shall be entitled to full reimbursement for the cost of renewing their Annual Practising Certificate (APC).

Casual employees shall be entitled to pro-rated reimbursement toward the cost of renewing their Annual Practising Certificate, based on the hours they have worked over the previous 12 months (or for a new employee with less than 12 months service at the commencement date of the new APC, based on hours worked since the commencement of employment with Allevia Hospitals). Fixed term employees shall be entitled to a pro-rated reimbursement towards the cost of renewing their APC, based on the outstanding duration of their fixed term agreement as at the date their APC expires.

Any payment will be offset by payments made by other Employers that reimburse the employee for their Annual Practising Certificate.

The employee must be employed in a role for which an Annual Practising Certificate is a mandatory requirement to be eligible for reimbursement (for example, Registered Nurse, Enrolled Nurse, Anaesthetic Technicians). Reimbursement is payable provided that the employee has not handed in their notice, and is claimed via an expense claim form (available on the intranet).

15.2 Professional Responsibility and Accountability

The Health Practitioners Competency Assurance Act dictates that all health professionals required by law to be registered, are unable to practice without a current APC. As per Allevia Hospitals policy, if the employees' annual practising certificate has expired, the employee will be stood down on leave without pay until the employee is cleared to practice by their professional body. If a health professional is required by law to be registered practices without a current APC, the applicable professional body will treat this as professional misconduct and disciplinary action may occur. Allevia Hospitals may also treat this as professional misconduct, and disciplinary action may occur.

It is the responsibility of the individual to maintain their registration and ensure their practising certificate is current at all times. This responsibility is also outlined in the Allevia Hospitals Annual Practising Certificates Policy.

16 CSSD – New Zealand Sterile Sciences Assoc. (NZSSA) membership reimbursement

Permanent employees shall be entitled to full reimbursement for the cost of renewing their annual NZSSA membership.

The employee must be employed in a role for which the annual membership applies to be eligible for reimbursement (e.g. Sterilising Unit Technician/ Shift Coordinator/Senior Coordinator). Reimbursement is payable provided that the employee has not handed in their notice, and is claimed via an expense claim form (available on the intranet).

17 Wages and Salaries

On appointment the Employer may place employees on any of the steps in the appropriate wage/salary scale after considering the following:

- Relevant experience
- Previous paid work
- Relevant qualifications
- Difficulty in recruiting specific skills and/or experience required for position.

Salaries are derived using a standard 2080 hours per annum.

Note: Hourly rates are published here to two decimal places but may be calculated to more in the payroll system.

All automatic or annual increments in the following pay scales are subject to satisfactory performance, which will be assumed to be the case unless the employee has been advised otherwise.

Any employee obtaining a position on a higher salary scale, subject to satisfactory performance, shall move to the step that is next highest above their current rate of pay. Effective 19 August 2025 increases for paid rates where these differ from the printed rates will be 1%. Red circled rates above printed rates will also receive an increase of 1%.

17.1 Senior Positions

Automatic progression from Step A to B after 12months, then to Merit Step 1 by meeting the criteria outlined in Appendix C.

17.1.1 Resource Nurses and Clinical Trainer/Coach

Step:	Hourly rate 18/8/2025	Annual base salary 18/8/2025	Hourly rate 17/8/2026	Annual base salary 17/8/2026	Hourly rate 11/10/2027	Annual base salary 11/10/2027
A	\$55.2918	\$115,007	\$56.8953	\$118,342	\$58.6590	\$122,011
B	\$58.1123	\$120,874	\$59.7976	\$124,379	\$61.6513	\$128,235
M1	\$61.5960	\$128,120	\$63.3823	\$131,835	\$65.3471	\$135,922

17.1.2 Team Leaders

Step:	Hourly rate 18/8/2025	Annual base salary 18/8/2025	Hourly rate 17/8/2026	Annual base salary 17/8/2026	Hourly rate 11/10/2027	Annual base salary 11/10/2027
A	\$55.2918	\$115,007	\$56.8953	\$118,342	\$58.6590	\$122,011
B	\$58.1123	\$120,874	\$59.7976	\$124,379	\$61.6513	\$128,235
M1	\$61.5960	\$128,120	\$63.3823	\$131,835	\$65.3471	\$135,922

17.1.3 Nurse Specialist, Clinical Educators, Clinical Specialist

Step:	Hourly rate 18/8/2025	Annual base salary 18/8/2025	Hourly rate 17/8/2026	Annual base salary 17/8/2026	Hourly rate 11/10/2027	Annual base salary 11/10/2027
A	\$59.7151	\$124,208	\$61.4468	\$127,809	\$63.3517	\$131,772
B	\$62.2664	\$129,514	\$64.0721	\$133,270	\$66.0584	\$137,401
M1	\$64.7602	\$134,701	\$66.6382	\$138,608	\$68.7040	\$142,904

17.1.4 CNA's

Step:	Hourly rate 18/8/2025	Annual base salary 18/8/2025	Hourly rate 17/8/2026	Annual base salary 17/8/2026	Hourly rate 11/10/2027	Annual base salary 11/10/2027
A	\$62.2248	\$129,428	\$64.0293	\$133,181	\$66.0142	\$137,310
B	\$64.2813	\$133,705	\$66.1455	\$137,583	\$68.1960	\$141,848
M1	\$67.9140	\$141,261	\$69.8835	\$145,358	\$72.0499	\$149,864

17.2 Nurses

17.2.1 RN's

Step:	Hourly rate 18/8/2025	Annual base salary 18/8/2025	Hourly rate 17/8/2026	Annual base salary 17/8/2026	Hourly rate 11/10/2027	Annual base salary 11/10/2027
1	\$38.6216	\$80,333	\$39.7416	\$82,663	\$40.9736	\$85,225
2	\$41.6527	\$86,638	\$42.8606	\$89,150	\$44.1893	\$91,914
3	\$44.1119	\$91,753	\$45.3911	\$94,414	\$46.7983	\$97,340
4	\$46.4752	\$96,668	\$47.8230	\$99,472	\$49.3055	\$102,555
5	\$51.4035	\$106,919	\$52.8942	\$110,020	\$54.5339	\$113,431
6	\$52.8876	\$110,006	\$54.4213	\$113,196	\$56.1084	\$116,705
7	\$54.4242	\$113,202	\$56.0025	\$116,485	\$57.7386	\$120,096

17.2.2 RNFSA

Step:	Hourly rate 18/8/2025	Annual base salary 18/8/2025	Hourly rate 17/8/2026	Annual base salary 17/8/2026	Hourly rate 11/10/2027	Annual base salary 11/10/2027
1	\$53.7578	\$111,816	\$55.3168	\$115,059	\$57.0316	\$118,626
2	\$56.0508	\$116,586	\$57.6763	\$119,967	\$59.4642	\$123,686
M1	\$56.8483	\$118,244	\$58.4969	\$121,674	\$60.3103	\$125,445

17.2.3 EN's

Step:	Hourly rate 18/8/2025	Annual base salary 18/8/2025	Hourly rate 17/8/2026	Annual base salary 17/8/2026	Hourly rate 11/10/2027	Annual base salary 11/10/2027
1	\$35.6647	\$74,183	\$36.6990	\$76,334	\$37.8366	\$78,700
2	\$37.2013	\$77,379	\$38.2801	\$79,623	\$39.4668	\$82,091
3	\$39.9465	\$83,089	\$41.1049	\$85,498	\$42.3792	\$88,149
4	\$41.2288	\$85,756	\$42.4244	\$88,243	\$43.7396	\$90,978
5	\$42.5007	\$88,401	\$44.7107	\$92,998	\$46.0967	\$95,881

17.3 Anaesthetic Technicians

17.3.1 Anaesthetic Technician Trainees & Anaesthetic Technicians

Step:	Hourly rate 18/8/2025	Annual base salary 18/8/2025	Hourly rate 17/8/2026	Annual base salary 17/8/2026	Hourly rate 11/10/2027	Annual base salary 11/10/2027
1	\$38.6216	\$80,333	\$39.7416	\$82,663	\$40.9736	\$85,225
2	\$41.6527	\$86,638	\$42.8606	\$89,150	\$44.1893	\$91,914
3	\$44.1119	\$91,753	\$45.3911	\$94,414	\$46.7983	\$97,340
4	\$46.4752	\$96,668	\$47.8230	\$99,472	\$49.3055	\$102,555
5	\$51.4035	\$106,919	\$52.8942	\$110,020	\$54.5339	\$113,431
6	\$52.8876	\$110,006	\$54.4213	\$113,196	\$56.1084	\$116,705
7	\$54.4242	\$113,202	\$56.0025	\$116,485	\$57.7386	\$120,096

17.4 Orderlies, Ward Assistants, HCA's, Peri-Op Assistants, Sterile Stores Assistant, Clinical Support Assistant

17.4.1 Theatre Orderlies/Ward Assistants

Step:	Hourly rate 18/8/2025	Annual base salary 18/8/2025	Hourly rate 17/8/2026	Annual base salary 17/8/2026	Hourly rate 11/10/2027	Annual base salary 11/10/2027
1	\$30.4964	\$63,433	\$31.3808	\$65,272	\$32.3536	\$67,295
2	\$31.7106	\$65,958	\$32.6302	\$67,871	\$33.6417	\$69,975
*Please refer to Appendix D for Merit Allowances available.						

17.4.2 HCA's, Peri-Op Assistants, Sterile Stores Assistant, Clinical Support Assistant

Step:	Hourly rate 18/8/2025	Annual base salary 18/8/2025	Hourly rate 17/8/2026	Annual base salary 17/8/2026	Hourly rate 11/10/2027	Annual base salary 11/10/2027
1	\$31.7006	\$65,937	\$32.6199	\$67,849	\$33.6311	\$69,953
2	\$32.3685	\$67,326	\$33.3072	\$69,279	\$34.3397	\$71,427
3	\$34.3186	\$71,383	\$35.3138	\$73,453	\$36.4086	\$75,730
4	\$34.8801	\$72,551	\$35.8916	\$74,655	\$37.0043	\$76,969
5	\$35.8661	\$74,601	\$36.9062	\$76,765	\$38.0503	\$79,145

17.5 Sterilising Unit

17.5.1 Sterilising Unit Trainees/Technicians

Step:	Hourly rate 18/8/2025	Annual base salary 18/8/2025	Hourly rate 17/8/2026	Annual base salary 17/8/2026	Hourly rate 11/10/2027	Annual base salary 11/10/2027
1	\$33.1536	\$68,960	\$34.1151	\$70,959	\$35.1726	\$73,159
2	\$34.6709	\$72,115	\$35.6764	\$74,207	\$36.7823	\$76,507
3	\$36.2535	\$75,407	\$37.3049	\$77,594	\$38.4613	\$80,000
4	\$38.0722	\$79,190	\$39.1763	\$81,487	\$40.3908	\$84,013
5	\$39.7067	\$82,590	\$40.8582	\$84,985	\$42.1248	\$87,620
6	\$41.3413	\$85,990	\$42.5402	\$88,484	\$43.8589	\$91,227
7	\$42.9760	\$89,390	\$44.2223	\$91,982	\$45.5932	\$94,834

17.5.2 Sterilising Unit Senior Coordinator

Step:	Hourly rate 18/8/2025	Annual base salary 18/8/2025	Hourly rate 17/8/2026	Annual base salary 17/8/2026	Hourly rate 11/10/2027	Annual base salary 11/10/2027
1	\$44.4686	\$92,495	\$45.7582	\$95,177	\$47.1767	\$98,128
2	\$45.5744	\$94,795	\$46.8961	\$97,544	\$48.3498	\$100,568
3	\$47.1118	\$97,993	\$48.4780	\$100,834	\$49.9809	\$103,960
4	\$48.7627	\$101,426	\$50.1768	\$104,368	\$51.7323	\$107,603

**Sterilising Unit Trainees/Technicians -Variation to agreement 30/04/2026*

- Steps 1 and 2 do not require qualifications. Progression between Step 1 and Step 2 is by annual progression.
- An employee with qualifications will move to step 3 for the next payroll cycle upon successful completion of the relevant qualification and the employers receipt of evidence of the qualification in writing. The employee's new anniversary date will change to the date Step 3 is applicable.
- Step 3 and above require qualifications. Progression between steps 3 and 7 is by annual progression.
- For clarity, anyone with more than twelve months' service on step five will move to step six, and anyone with more than twelve months' service on step six will move to step seven.
- Qualification means Level 4 Certificate in Sterilising Technology, except for employees who already have Level 3 Certificate in Sterilising Technology as of the ratification date of 8 May 2026.

Fortnightly Pay Cycle

Wages shall be paid fortnightly by direct credit to a bank account nominated by the employee. The wage payment shall be available to the employee on the Wednesday following the end of the fortnight, however Allevia Hospitals reserves the right to change the pay cycle, following full consultation with the affected employees. Allevia Hospitals will provide 4 weeks notice to employees of this change.

Employees are responsible for submitting their own timesheets, in a timely manner and ensuring they are a true and accurate record of their hours at work.

Recovery of Overpayments

The Employee agrees that deductions may be made from their remuneration, including final pay and holiday pay, for time lost through sickness, accident, unauthorised absence, non-return of Company property, default by the Employee, holidays taken in advance, overpayment of salary, outstanding debts or money owed to Allevia Hospitals by the Employee.

Allevia Hospitals will consult and agree terms with the Employee before making any specific deductions. Ideally, any overpayments are to be repaid within a 6-12 month period.

The provisions of the Wages Protection Act 1983 and its amendments shall apply.

Fortnight Start / Finish

The working fortnight shall start and end at 2400 hours Sunday/Monday. When the major part of the duty falls on a particular day, the whole work period shall be regarded as being worked on that day.

Payment of Holiday Pay

Annual leave / holiday pay is paid in the pay that relates to the period during which the holiday is taken, however holiday pay shall be available to the employee prior to the employee taking annual leave. If the employee prefers to have their holiday pay prior to taking their annual leave, the employee needs to request this via email or phone to People and Culture / Payroll with at least 14 days notice prior to the commencement of the holiday.

18.1 Participation

All Registered Nurses, Enrolled Nurses, and Anaesthetic Technicians are eligible to progress through the Allevia Hospitals PDRP pathway, and must demonstrate a competent level of practice in accordance with the continuing competency requirements of the Nursing Council of New Zealand (NCNZ) and the Medical Sciences Council (MSC).

Achievement of proficient and expert levels is voluntary, with the exception of the following positions:

- Registered Nurse First Surgical Assistants, Resource Nurses and Team Leaders are required to hold an Expert portfolio *regardless* of FTE.
- All Clinical Nurse Advisors, Clinical Educator and Clinical Specialist positions are required to hold a Senior Nurse portfolio *regardless* of FTE.

Submission of a **competent** portfolio to Allevia Hospitals for internal assessment is optional; however, employees who elect not to submit a portfolio acknowledge that they may be subject to the relevant Regulatory Body and their recertification audit process.

Achievement of proficient and expert levels is voluntary, with the exception of the following positions;

- Registered Nurse First Surgical Assistants, Resource Nurses and Team Leaders are required to hold an Expert portfolio *regardless of FTE*.
- All Clinical Nurse Advisors, Clinical Educator and Clinical Specialist positions are required to hold a Senior Nurse portfolio regardless of FTE.

The employee must submit a NCNZ or MSC competent portfolio within 12 months of the commencement of employment.

18.2 PDRP Allowances, Minimum Requirements and Reassessment Cycles

- Those Registered and Enrolled Nurses and Anaesthetic Technicians who achieve an **Expert** level portfolio will attract an allowance of \$4,500 gross per annum (2.163 per hour), pro-rated (given the expectations of an Expert practitioner, as outlined in the Allevia Hospitals Nursing or Anaesthetic Technician Development Pathway. This allowance will only be payable to nurses and anaesthetic technicians who are employed to work 0.6 FTE (24 hours per week or more).
- Those Registered and Enrolled Nurses and Anaesthetic Technicians who achieve a Proficient level portfolio will attract an allowance of \$3,000 gross per annum (\$1.442 per hour), pro-rated.
- **Registered Nurse First Surgical Assistants, Resource Nurses, Nurse Team Leaders and Clinical Trainer/Coach** are expected to submit an Expert level portfolio. PDRP Allowance is \$4,500 gross per annum (\$2.163 per hour), pro-rated.
- **Senior Nurses and Anaesthetic Technicians** (as covered by the designated Senior Positions Pay scales, except for the RNFSAs, Team Leader, Resource Nurse and Clinical Trainer/Coach positions) will be required to hold a Senior Nurse portfolio should they wish to apply for the Merit Step or Merit Allowance. The Senior Nurse PDRP Allowance is \$1,000 gross per annum (0.480 per hour), pro-rated. Senior Nurses, with the exception of the positions and criteria listed in clause 18.1, must hold a competent portfolio.

For all levels, the allowance will be shown separately to the base rate of pay.

The allowance will be payable on all hours worked and will attract penal and overtime payments.

The reassessment cycle for a PDRP portfolio is 3 yearly and only current and approved portfolios will attract the PDRP allowance. Moving from one portfolio level to another can occur prior to the 3 year cycle with the agreement of the manager.

18.3 Changing FTE / employment status in relation to PDRP allowance

Where an employee's contracted FTE reduces to below 0.6 FTE and the employee holds an Expert portfolio, the employees' portfolio will be recognised at a Proficient level and they will attract the proficient portfolio allowance.

18.4 Leave

Employees who are employed at a minimum of 0.6 FTE and are working to prepare a portfolio associated with the Professional Development Recognition Programme are entitled to additional leave in order to meet the PDRP requirements or Merit Allowance requirements as follows in the twelve months prior to submission:

Senior: 8 hours

Expert: 8 hours

Proficient: 8 hours

Employees will only be able to access this leave once in the three-yearly cycle unless submitting to a higher level. The employee is required to utilise this leave on Allevia Hospitals premises unless other arrangements are approved by their Manager.

19 Retention

Where a demonstrable critical skills shortage is evident in a speciality or work area at Allevia Hospitals, in consultation with the NZNO and affected employees will be undertaken, to develop appropriate strategies to mitigate the impact of such shortages and proactively work toward resolving the issues.

Strategies will be tailored to meet the needs of the business and employees, and may include initiatives such as education programmes, temporary increases in FTE through secondments of experienced employees from other areas of the business, short term contracts or bureau/agency staff, payment of a retention allowance or bonus for (or at) a specified period of time, allocation of a shift coordinator to ensure safe staffing.

20 Leave

20.1 Annual Leave

Entitlements

Employees shall be entitled to four weeks annual leave after 12 months continuous service, in accordance with the Holidays Act 2003 and subsequent amendments.

From the 14 January 2008, permanent employees who have completed 5 years continuous service will be entitled to accrue five weeks annual leave.

As per company policy, Allevia Hospitals requires holidays to be taken within 12 months of falling due.

Cashing Up Leave

In accordance with the Holidays Act 2003, the employee may request to cash up a portion of their annual leave entitlement. Requests to cash up annual leave must be in writing. Allevia Hospitals may agree or decline any request at its sole discretion and will confirm its decision in writing. For more information, please refer to the Allevia Hospitals Remuneration and Benefits policy.

Applying For Leave

Employees must discuss holiday preferences with their Charge Nurse/Manager and submit a leave request through the pay system to allow Allevia Hospitals to accommodate their preferences

as appropriate. Allevia Hospitals recognises and endorses the sentiment that employees must take regular breaks from work to relax and refresh themselves.

Annual Leave will only be approved when it is at a time mutually agreeable to the employee and Allevia Hospitals. Where possible, Allevia Hospitals will endeavour to meet individual requirements of employees within the level of demands on Allevia Hospitals services. Allevia Hospitals will have final determination as to when holidays will be taken.

The taking of any Annual Leave outside of Christmas Close-down should be arranged through the employee's Charge Nurse/Unit Manager, giving at least 14 days notice in writing.

Christmas Close-down

Allevia Hospitals anticipates that a portion of an employee's Annual Leave will normally be arranged to coincide with the closedown / reduction in work during the Christmas period. The dates of the Christmas/New Year closedown shall be advised to employees no later than 1 July each year.

20.2 Sick Leave Entitlements

Allevia Hospitals recognises that from time to time an employee may need to be absent from work because of:

- Illness; or
- A need to care for a partner, or a dependent person when they are ill.

The entitlement for sick leave is 10 days per annum as outlined below:

- On commencement of employment, an employee shall be entitled to ten (10) working days for sick leave during the first twelve months of employment, and up to an additional ten (10) working days for each subsequent twelve month period.
- Employees can accumulate by carrying forward from one year to another any unused sick leave up to a maximum of 90 days.

Discretionary Sick Leave

Where an employee has exhausted their sick leave entitlement, they may apply for Discretionary Sick Leave. Applications must be submitted in writing to the General Manager, People and Culture, via the employee's Line Manager.

Approval is not automatic and remains at Allevia Hospitals' discretion. The Employer will consider each application on a case-by-case basis, taking into account all relevant circumstances, including but not limited to:

- The nature, seriousness and expected duration of the illness or injury;
- Whether the absence relates to an infectious disease, planned treatment, a chronic or ongoing medical condition, or caring responsibilities for an ill partner or dependent person;
- The employee's sick leave history, length of service, and the amount of discretionary leave requested;
- Any supporting medical or other relevant information provided by the employee;
- Operational requirements and any other relevant factors.

The Employer will advise the employee of its decision as soon as is reasonably practicable, and normally within ten (10) working days of receiving all relevant information. Reasons will be provided where a request is declined.

Sick Leave in Advance

Where an employee has exhausted their sick leave entitlement, the Employer may, at its discretion, approve Sick Leave in Advance of future entitlement. Sick Leave in Advance is not automatic and will only be approved where the Employer considers it appropriate in the circumstances.

Applications must be submitted in writing to the General Manager, People & Culture, via the employee's Line Manager.

The Employer will consider each application on a case-by-case basis, taking into account all relevant circumstances, including the reason for the absence, the employee's sick leave history, the amount of Sick Leave in Advance requested, expected future accrual, length of service, any supporting information provided, operational requirements, and any other relevant factors.

Where Sick Leave in Advance is approved, the leave will create a negative sick leave balance. Approval may be conditional on the employee providing written authority for Allevia Hospitals to deduct any outstanding negative sick leave balance from the employee's final pay, to the extent permitted by law. Any deduction will be calculated by reference to the value of the Sick Leave in Advance taken and will be discussed with the employee before any deduction is made.

The Employer will advise the employee of its decision as soon as reasonably practicable, and normally within ten (10) working days of receiving all relevant information.

Wellness Day

On each 12 month anniversary date, the employee may apply for a wellness day (equivalent to their normal rostered working shift) providing the employee has not claimed sick leave days as below within the preceding 12 month period. These days shall not accumulate.

Employees may apply for a wellness day if:

- 3 days or less sick leave is taken (full-time equivalent)
- 2 days or less sick leave is taken (0.6-0.9 full-time equivalent).

The wellness day will be deducted from the employee's sick leave balance. The wellness day once taken from an employee's sick leave balance will not be counted for calculations for entitlement for future wellness days. Employees will apply to take their wellness day as per usual leave application processes.

Sick Leave Due to Injury

Employees' responsibilities for reporting workplace accidents and injuries are outlined in the Workplace Accident Management Policy. All employees are to be familiar with their responsibilities to this regard.

Medical Certificates

Allevia Hospitals has the discretion to require an employee to provide a medical certificate where the employee takes 3 or more consecutive calendar days as Holidays Act Sick Leave and those costs will be borne by the employee.

Allevia Hospitals can request a medical certificate earlier than this, if it informs the employee as early as possible that a medical certificate is required and meets the employees reasonable expenses in obtaining it.

Where the Employer has demonstrable grounds to suspect that the sick leave is not genuine or the employee has run out of paid sick leave, the costs of providing the medical certificate will be borne by the employee.

In all cases Allevia Hospitals will provide a reason for the request to obtain a medical certificate.

Fitness to Work

Employees are required to come to work fit to undertake their regular duties, where the Charge Nurse/Manager has concerns regarding the employees' illness or fitness to work, in consultation with the employee, they may request the employee take sick leave, visit their GP or contact Infection Prevention Control or Health and Safety or People and Culture for further advice.

Where the Employer has ongoing or significant concerns regarding the illness or fitness to work, the Employer may, at its expense require an opinion from a doctor nominated by the Employer (after the Employer has considered the employee's wishes in respect of the appointment of the registered medical practitioner) and a copy of any medical report furnished by such medical practitioner shall be made available to both parties.

In consultation with Infection Prevention Control and/or Health and Safety/People and Culture Allevia Hospitals will endeavour to provide employees with suitable temporary alternative duties. These entitlements are inclusive of and not in addition to the sick leave provisions provided in the Holidays Act 2003.

Communication Regarding Sick Leave

Employees are advised that if they determine that it is necessary to take sick leave, providing advice to a Charge Nurse/Manager as early as possible will assist Allevia Hospitals in minimising the impact of an employee's absence. The Charge Nurse/Manager must be kept informed of the likely duration of an employee's absence to allow Allevia Hospitals to implement alternative arrangements. Part-day absences on sick leave are calculated on a pro-rated basis.

20.3 Bereavement Leave Entitlements

On commencement of employment, an employee who is entitled to bereavement leave in accordance with the Holidays Act 2003 and subsequent amendments, upon application, may apply for an additional two days' bereavement leave upon the death of the employee's spouse or partner, parent, spouse or partner's parent or child. For other bereavements, the provisions of the Holidays Act will apply.

If an employee suffers more than one bereavement at the same time, he or she may take the amount of bereavement leave specified in above in respect of each bereavement.

Allevia Hospitals will consider any special circumstances with regard to bereavement leave.

The employee may be required to provide proof of the requirement for bereavement leave should there be concerns regarding the requested time off and/or the frequency of requests for bereavement leave.

20.4 Shift Leave

An employee whose normal hours of duty fall between 8pm and 6am shall be entitled to Shift Leave. Shift Leave entitlements are based on the number of qualifying hours worked between the above hours (excluding overtime) as set out below and within a 12 month period.

For those employed prior to 1 May 2007, the 12 month period is 1 May to 30 April each year. For those employed after 1 May 2007, the 12 month period is aligned with the start date anniversary.

Number of Qualifying Hours Worked	Number of days Shift Leave per annum
727	5
577 - 726	4
426 - 576	3
325 - 425	2
224-324	1

Employees must make an application to take Shift Leave by submitting a Leave Request at least 14 days prior to the intended leave date. Allevia Hospitals will endeavour to meet individual requirements wherever possible, however final determination as to when Shift Leave is taken rests with Allevia Hospitals.

20.4.1 Shift Leave – applicable to Peri-Operative Services

Employees who do not work shift work and who are required to participate in on-call rosters, shall be granted 2 hours leave for each weekend day or part there-of where the on-call period is 8 or more hours, they are required to be on-call during normal off duty hours, up to a maximum of 3 days additional leave per annum. Such leave shall be paid at annual leave averages and is accumulative. Employees who work qualifying shifts as per clause 20.4 above are not entitled to leave under this sub clause.

20.5 Self-Development Opportunities

Allevia Hospitals recognises that to achieve delivery of clinical excellence requires exceptional training of clinical staff. Allevia Hospitals undertakes to provide this training to employees. Allevia Hospitals believes that an employee-driven, consultative approach to training provides the best means of identifying continuing opportunities for an employee's self-development and career aspirations. While Allevia Hospitals acknowledges the role of traditional learning/training mechanisms, employees are encouraged to look for innovative learning opportunities that draw on the knowledge and skills of experts in the delivery of health care.

Where approved, Allevia Hospitals will make financial contributions towards an employee's training and career development.

In addition to mandatory training, permanent employees may be approved up to 20 hours of professional development per annum. Further hours will be considered on case by case basis. Professional development leave will be granted at T1 rate and shall not accumulate from one year to the next.

20.6 Parental Leave

Employees are entitled to parental leave in accordance with the Parental Leave and Employment Protection Act 1987 and its amendments.

Allevia Hospitals advises that in general, an employee's job will be kept open unless the position is a key position or the employee negotiates and agrees upon other arrangements with Allevia Hospitals. Contact the People and Culture Department for further information.

Paid parental leave

Where an employee takes parental leave under this clause, meets the eligibility criteria in accordance with the Parental Leave and Employment Protection Act 1987 and its amendments, Allevia Hospitals shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (based on contracted hours) for a period of up to 10 weeks.

Employees who negotiate carer leave under Part 3 (A) of the Act are not eligible for the Parental Leave payment.

These payments shall begin at the commencement of the parental leave and shall be calculated at the base rate (based on contracted hours) applicable to the employee for the six weeks immediately prior to the commencement of parental leave. An employee who takes a period of paid leave (e.g. annual leave) at the start of their parental leave may elect to start their parental leave payment period on the day after the date on which that period of paid leave ends, even if that is later than the child's arrival or due date.

These payments shall only be made in respect of the period for which the employee is on parental leave and in receipt of the statutory payment if this is less than 10 weeks.

Where this clause applies, and if both partners are employed by Allevia Hospitals or other HHL businesses, the paid parental leave top up will only be made to one employee, being the employee who has primary care of the child.

Return to Work Payment

Upon return to work, employees who have taken Primary Carer Leave (as defined in the Parental Leave and Employment Protection Act 1987) will be eligible for a Return from Parental Leave bonus.

- This bonus consists of two payments; the first payment of \$1,250 gross will be paid to an employee one month after their return to work from Primary Carer Leave or Extended Parental Leave.
- The second payment of \$1,500 gross will be made six months after their return. Payments will be processed in the pay run following the date the payment is due.

Partner's Leave

The spouse or partner of the mother or nominated primary carer will be eligible to apply for paid leave:

Where the 'partner' meets the legislated 6 month criteria – One (1) week of leave will be paid

Where the 'partner' meets the legislated 12 month criteria – Two (2) weeks of leave will be paid

20.7 Jury Duty

Where an employee is called for Jury Duty that employee is required to inform their Charge Nurse/Unit Manager immediately so that he/she can arrange for a replacement during the employee's absence if necessary. Allevia Hospitals requires that during the period in which the employee is on Jury Duty, the employee will return to work if they are released from Jury Duty at any time during their regular working hours.

Employees will receive full wages/salaries from Allevia Hospitals during the time they are on Jury Duty. Allevia Hospitals requires that upon receipt of the Jury Duty pay, an employee must reimburse Allevia Hospitals for the value of the Jury Duty pay. Allevia Hospitals will explain further details to employees upon request.

20.8 Public Holidays

Public Holidays will be allowed in accordance with the Holidays Act 2003 and any subsequent amendments.

The recognised public holidays are:

- | | |
|--|--|
| • Christmas Day | • Easter Monday |
| • Boxing Day | • ANZAC Day |
| • New Year's Day | • Queen's Birthday |
| • The second day of January (or some other day in its place) | • Matariki |
| • Waitangi Day | • Labour Day |
| • Good Friday | • Anniversary Day (or some other day in its place) |

Allevia Hospitals may require an employee to work on any public holiday. If an employee works on a public holiday, Allevia Hospitals will pay the employee at a T2 base rate. The employee is also entitled to an alternative holiday. The alternative day must be taken at a time mutually agreed between the employee and Allevia Hospitals.

Where a public holiday is observed on other than a Saturday or Sunday and the public holiday falls on the rostered day off of a full-time employee (and the employee is not on call), the employee shall be paid an ordinary days salary/wages or allowed a paid day in lieu of such holiday.

20.8.1 Where a part-time employee's days are not fixed, the employee shall be entitled to public holiday provisions if they worked on the day of the week that the public holiday falls more than 40% of the time over the last twelve weeks. Payment will be in accordance with the Act.

20.8.2 Where application of the above rule does not result in permanent employees receiving payment for public holidays over the Christmas Shutdown period* in accordance with the table below, Allevia Hospitals will make up the number of public holidays paid over this period to the maximum days per contracted FTE as specified in the table below:

Contracted FTE	Christmas Shutdown Public Holidays Paid
0.9 – 1.0 FTE	4 public holidays
0.6 - 0.89 FTE	3 public holidays
0.4 - 0.59 FTE	2 public holidays
0.1 - 0.39 FTE	1 public holiday

**For clarity these holidays are Christmas Day, Boxing Day, New Year's Day and the Day after New Year's Day*

20.9 Union leave

Paid leave will be made available to delegates to attend NZNO delegates education. Every attempt will be made by the union to ensure training activities coincide with periods of least activity for the hospital, although this should not preclude delegates from attending events. NZNO will provide the names of the delegates who attend the seminars to Allevia Hospitals.

21 Health and Safety

Allevia Hospitals is committed to providing a safe workplace and safe staffing and consider Health and Safety is everyone's responsibility. All employees must participate in safety programmes; know the relevant policies (including the Safe Staffing Policy) and procedures relating to their tasks. All employees must actively demonstrate safe working procedures at all times.

Protective clothing and safety equipment is provided and is appropriate to the working conditions. Any changes to the protective clothing and safety equipment currently provided require mutual agreement between the employee and the Employer. Failure to use protective clothing and safety equipment will result in disciplinary action.

All employees are responsible for the identification and reporting of any hazards and workplace accidents as they occur.

Allevia Hospitals is committed to exploring ways to manage fatigue of shift workers and will work with the NZNO to do this.

Refer to the Allevia Hospitals Health and Safety and pandemic policies and procedures for more.

22 Family Violence

Allevia Hospitals is committed to providing an environment where employees experiencing domestic violence feel safe at work and have a supportive workplace where:

- Family violence is not tolerated or excused
- Employees are able to access information about what to do if they see or know family violence is happening to someone in the workplace, or being perpetrated by someone in the workplace.

On commencement of employment, an employee affected by family violence is entitled to 10 days paid family violence leave in each ensuing period of 12 months, in accordance with the Holidays Act 2003.

Allevia Hospitals will approve reasonable requests from an employee experiencing domestic/family violence for flexible work arrangements, if possible, which may include:

- Changes to their pattern of working hours, location of work or duties
- Changes to their work phone number or email address
- Any other term of employment which needs variation to enable the employee to deal with the effects of domestic violence

An employee who supports a person experiencing family violence may apply to take family violence leave to accompany them to court, to hospital, or to mind children. The employer will consider on a case by case basis and approval will not be unreasonably withheld.

All personal information concerning family violence will be kept confidential and will not be kept on the employee's personnel file without their agreement.

Proof of family violence may be requested and can be in the agreed form of a document from the Police, a health professional or a family violence support service. Refer also to the HHL Domestic /Family Violence Policy.

23 Criminal Charges

As all employees employed in positions covered by this agreement are employed in positions of trust, they are required to notify their Charge Nurse/Manager/People and Culture if, at any time during their employment, they are investigated or prosecuted (including having charges brought against them) for any criminal offence or convicted of any crime.

Allevia Hospitals may summarily terminate the employee's employment in circumstances where the employee fails to comply with this clause or where any of the circumstances set out above, impact, or may impact, on the employee's ability to perform their duties, and/or bring Allevia Hospitals into disrepute or have the potential to bring Allevia Hospitals into disrepute.

24 Temporary Relocation of Roles

The primary location of an employee's role will be specified in their letter of appointment, however to ensure the safe, effective and efficient utilisation of employees skills and experience, Allevia Hospitals may require employees to temporarily relocate to another site, ward, speciality or work area.

Allevia Hospitals will take into account individual circumstances and will not unreasonably require relocation, where this will cause undue hardship to the employee. Additional travel costs incurred as a result of temporary relocation will be paid in accordance with Allevia Hospitals Business Use of Private Vehicles Policy, travel may be claimed on the individual's timesheet and authorised by the Charge Nurse/Unit Manager.

25 Termination

Where an employee wishes to resign and is not being summarily dismissed, either the employee or Allevia Hospitals can terminate this Agreement - by giving the required period of notice in writing (as set out below) or, in the case of termination by Allevia Hospitals, pay in lieu.

25.1 Notice Periods

Required Notice is as follows;

- a) For employees, provision of 4 weeks notice is required.
- b) For Managers (including Team Leaders), Nurse Specialists (as listed in 17.1), Educators, and Clinical Nurse Advisors, provision of 6 weeks notice is required.

Allevia Hospitals may require an employee to undertake reduced or alternative duties consistent with an employee's abilities or require that they do not attend the workplace during the notice period. In any event, an employee will continue to receive their full pay, they will remain an employee of Allevia Hospitals and will continue to be bound by their duties of confidentiality and fidelity for the rest of the notice period.

Allevia Hospitals may terminate an employee's employment immediately and without notice in the event of serious misconduct. If Allevia Hospitals terminates the employee's employment in such circumstances, Allevia Hospitals is not liable to pay any compensation or make any payment to the employee as a consequence of the termination.

The last day of employment is the last day worked.

25.2 Suspension

In the event that an investigation into the conduct or performance of an employee is required, Allevia Hospitals may, at its discretion, suspend the employee for the course of that investigation.

Allevia Hospitals also reserves the right to suspend an employee during a notice period. The employee will receive his/her usual rate of pay for the period of the suspension, unless the suspension is due to an investigation into misconduct and for reasons beyond Allevia Hospitals' control (such as a criminal investigation) the suspension continues for longer than two weeks. If this occurs the suspension will continue without pay.

25.3 Monies Owing on Termination of Employment

If an employee fails to pay back any outstanding monies owed to Allevia Hospitals on the termination of employment, including monies owed as a result of the employee's failure to provide the contractual period of notice, the employee agrees that Allevia Hospitals may deduct any outstanding monies (for example, for time lost through sickness, accident, unauthorized absence, non-return of Company property, default by the employee, holidays taken in advance, overpayment of salary, outstanding debts or money owed to Allevia Hospitals by the employee) from the total sum of the employee's final pay (inclusive of holiday pay) upon termination.

25.4 Abandonment of Employment

Where an employee is absent from work for more than three working days without notification to Allevia Hospitals and without reasonable excuse, the employee shall be deemed to have abandoned their employment without notice and to have terminated their employment agreement. Allevia Hospitals shall make all reasonable efforts to contact the employee during the period of un-notified absence.

26 Redundancy

In recognising the serious effects redundancy may have on an employee, the parties agree to consider alternatives to redundancy in an effort to minimise the need for compulsory job loss.

Allevia Hospitals shall provide to the employee and their union one month's notice of any impending redundancy.

For the purposes of calculating redundancy compensation, the employee's entitlements will be the employee's average weekly remuneration over the twelve-month period (or length of employment, if a shorter period than twelve months) prior to the date the employee ceases work due to redundancy ("average earnings").

For the first year of service or part thereof, employees shall be entitled to receive redundancy compensation of six weeks pay based on average earnings.

For each subsequent year of service or part thereof up to a maximum of ten years, employees shall be entitled to receive redundancy compensation of two weeks pay based on the employee's average earnings.

The employee will also be paid for any annual leave, shift leave or alternative days which have become due and which have not been taken.

For the purposes of this clause continuous service means unbroken service (including parental leave). Continuous periods of leave without pay in excess of three months other than parental leave will not be recognised as service and any such periods will be deducted from total service. If payment in lieu of notice is not offered, the payment of compensation will be contingent upon the employee remaining at or available for work and performing their assigned duties in a normal fashion until the expiry of the notice period.

In the event of a sale, transfer, contracting out, merger, amalgamation, reconstruction, reorganisation or

any other restructuring (including as that term is defined in section 69OI of the Employment Relations Act 2000) (all of which are collectively referred to below as the Transaction) of all or part of Allevia Hospitals' business, where employees are:

- a) offered employment with the purchaser or party to the Transaction on terms and conditions which are generally no less favourable than their existing terms and conditions; including service, or
- b) offered and accept employment with the purchaser or party to the Transaction on any other terms and conditions (including where less favourable);

Allevia Hospitals will be under no obligation to provide the employees with any form of notice or redundancy compensation.

Where employees' positions are made redundant due to a reorganisation of Allevia Hospitals but they are:

- a) offered a suitable alternative position with Allevia Hospitals on generally no less favourable terms and conditions and at the same location or a location that is a reasonable commuting distance from their original workplace; or
- b) offered and accept any other alternative position with Allevia Hospitals (including on terms less favourable);

they will have no right to redundancy compensation.

To avoid confusion – any transfer, assignment or issues of shares in Allevia Hospitals, which has the effect of changing control of Allevia Hospitals, will not affect the operation of this Agreement.

The process that will apply in the event of a restructuring is set out in the Employee Protection Provision below.

27 Employee Protection Provision

This clause applies to a restructuring (as defined in Section 69OI of the Employment Relations Act 2000) and therefore will apply where Allevia Hospitals has entered into a contract or arrangement under which its business (or part of it) is to be undertaken by another person or entity, or where Allevia Hospitals' business (or part of it) is to be sold or transferred to another person or entity.

In the event of such a restructuring, Allevia Hospitals will, as soon as is reasonably practicable, taking into account the commercial and confidentiality requirements of the business, commence negotiations with the other party involved in the restructuring (Other Party) concerning the impact of the restructuring on affected employees.

The general process Allevia Hospitals will follow in such negotiations with the Other Party, to the extent that it relates to affected employees, will include:

- 1. advising the union and employees of intended timeframes for relevant meetings (if any) in the restructuring process;
- 2. what will generally be discussed in any such meetings; and
- 3. reporting back on outcomes of any such meetings with the Other Party to the extent that they relate to affected employees.

In negotiations with the Other Party, Allevia Hospitals will, subject to any statutory, commercial confidence or privacy issues, provide the Other Party with all information about the employees who will be affected by the restructuring, including all details of their terms and conditions of employment, and it will make all reasonable efforts to ensure the Other Party offers all affected employees employment on the same or

generally no less favourable terms and conditions of employment.

Whether the Other Party offers employees ongoing employment and on what terms and conditions, will ultimately be the decision of that Other Party.

Allevia Hospitals will meet with employees who are not offered employment with the Other Party or who are offered less favourable terms and conditions of employment and decline the offer, and their union representatives, to discuss:

- a) whether there are any options available for them to remain in employment with Allevia Hospitals; and/or
- b) redundancy entitlements under this Agreement and what this could mean for the employees, including notice arrangements.

28 Confidentiality

Allevia Hospitals requires employees to:

- a) Not use, divulge or communicate to any person any information, apart from that relevant to normal business with clients or to persons who have proper authority, relating to Allevia Hospitals' business, or that of its principals, without Allevia Hospitals' prior approval.
- b) Keep confidential, after termination of employment, all the Employer's business agreements, tariffs or pricing information, customer and supplier names, private matters, and other confidential information in regard to the business of Allevia Hospitals, its employees and its principals and not disclose any such information to anyone.
- c) Leave with Allevia Hospitals all books of accounts, records, papers, correspondence and any other documents concerning and containing reference to the business of Allevia Hospitals, and/or its principals on the termination of employment.
- d) Not copy any material described in (c) above for personal use or by any unauthorised person.
- e) To recognise their obligations of confidentiality for information and records relating to individual patients.
- f) These provisions do not inhibit the employee's right to be represented either industrially or professionally.

29 Clinical Governance

One of the Allevia Hospitals' founding commitments is to foster clinician governance. It is important to Allevia Hospitals that those providing services should feel empowered to practice in a professional manner. With this empowerment comes personal responsibility for actions and decisions. Allevia Hospitals will rely on an employee's judgement, common sense, encouragement and co-operation to ensure the provision of a safe environment for patients, visitors, and all other employees.

30 Employee Concerns

30.1 Counselling & Guidance

Where there is any matter causing an employee concern and affecting that person's work, future or personal life, Allevia Hospitals recommends that the individual discuss the situation with someone they feel comfortable with and seek assistance.

30.2 Mental Health and Addiction

Allevia Hospitals recognises that there are circumstances whereby an employee may openly disclose an addiction or mental health issues. In these circumstances, support is available for the employee from Allevia Hospitals as detailed in the Allevia Hospitals Drug and Alcohol Policy and Employee Assistance Programme Policy. Further information is available from People and Culture.

30.3 Resolving Employment Relationship Problems

See appendix B

30.4 Union Access

Representation

- a) The NZNO has a right of access to visit employees at work in accordance with section 20 of the Employment Relations Act 2000.
- b) The NZNO shall, with the consent of the Employer, (such consent not to be unreasonably withheld) be entitled to enter the premises at all reasonable times to interview any employees covered by this Agreement.
- c) The Employer will deduct membership fees from NZNO member's salaries provided the employee gives appropriate written authorisation.
- d) In order to provide for effective communication, where the Employer or NZNO consider that a meeting should be called to discuss any employment related matter, such meetings may be held on terms mutually agreed. NZNO members shall be allowed to attend at least two meetings per year on ordinary salary rates up to two hours total each meeting.
- e) Paid time (at ordinary rates for time attended) shall be allowed for Delegates to discharge their duties. Prior approval for such meetings will be obtained from their manager. Such approval shall not be unreasonably withheld.

Senior management representatives of the Employer will undertake to meet on a regular basis with NZNO and delegates to provide a forum for consultation.

31 Proprietary Rights

All ideas, concepts, copyright, inventions, patents, trademarks or other products or processes developed or created either in whole or in part by the employee during their employment, arising from or in connection with the activities of Allevia Hospitals, shall be the sole property of Allevia Hospitals.

32 Company Policy

Allevia Hospitals has (and will continue to develop and / or amend, at its discretion) standard employee policies on matters including but not limited to travel, health and safety and the use of motor vehicles. A number of these policies are, or will in the future, become relevant to the employee and the employee must ensure that they are aware of these policies and observe them at all times. Allevia Hospitals provides reasonable notice to employees regarding policies that have been reviewed, added or updated.

33 Non-Discrimination

Allevia Hospitals will ensure that all personnel and employment matters such as promotions, compensation, benefits, transfers, sponsored training, education tuition assistance, social and recreational programs, etc. will be administered without regard to race, colour, religion, sex, age, national origin or marital status, or any other prohibited grounds pursuant to the Human Rights Act 1993.

34 Personnel Records

Allevia Hospitals undertakes to maintain an accurate personnel record. To assist in this, employees are asked to alert Allevia Hospitals to any changes in the following:

- Name
- Address
- Contact Details
- Bank Account Details

Employees are requested to provide Allevia Hospitals with details of a person to contact on their behalf in the event of an emergency situation at work.

35 Privacy

Allevia Hospitals may collect and retain personal information concerning any aspect of the Employee's employment directly from the Employee or any third party. Under the Privacy Act 2020, the Employee has rights and obligations and in particular rights of access to, and correction of, personal information (except insofar as it relates to any exemption provided by the Act).

Allevia Hospitals may, from time to time, share personal information with permission from the Employee with third parties. The Employee's information will at all times be treated strictly confidentially and in accordance with the Privacy Act.

36 Term of Agreement

This agreement shall come into force on the 17 August 2026 and will continue in force until the 13 August 2028.

Notwithstanding the provisions of clause 2.0 this Agreement has been negotiated with the NZNO representing the employees, and the Employer party represented by Allevia Hospitals.

The coming into effect of this Collective Agreement shall render null and void any other document that purports to provide compensation, remuneration or reward.

IN WITNESS WHEREOF this Agreement (as identified by the changes to this document in accordance with the Terms of Settlement dated 9 July 2026 and ratified on the 22 July 2026) has been executed by the parties.

SIGNED BY



The Ascot Hospital and Clinics Limited
Ian England
Chief Executive Officer

Date: 31 July 2026

By its duly authorised representative

and



Tōpūtanga Tapuhi Kaitiaki o Aotearoa: New Zealand Nurses Organisation Incorporated (NZNO)
Pooja Subramanian
NZNO Organiser

Date: 22.07.2026

By its duly authorised representative

Graduate Nurse Programme

Depending on the business forecast, a 12 month fixed term agreement, or a permanent agreement will be offered to new graduate Registered Nurses who will be undertaking the Graduate Nurse Programme. Where a fixed term agreement has been offered, every effort shall be made to offer a permanent position either on the expiry of the temporary contract or within the term of the contract. However, graduates must complete the programme requirements in any event and vacate the graduate training position at the expiry of the temporary contract.

Following successful completion of the Graduate Nurse Programme, where a permanent appointment is made, service and entitlements shall be recognised and carried forward. If a suitable position is unavailable then bureau work and outplacement assistance will be offered.

APPENDIX B

Resolving Employment Relationship Problems

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

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

What Is An Employment Relationship Problem?

It can be anything that harms or may harm the employment relationship, other than problems relating to setting the terms and conditions of employment.

Clarify the Problem

If either the Employer or Employee feels that there may be a problem in the employment relationship, the first step is to check the facts and make sure there really is a problem, and not simply a misunderstanding.

Either party might want to discuss a situation with someone else to clarify whether a problem exists, but in doing so they should take care to respect the privacy of other employees and managers, and to protect confidential information belonging to the Employer. For example, the Employee could seek information from:

- Friends and family
- The Ministry of Business, Innovation & Employment on 0800 20 90 20 or on its website at www.dol.govt.nz/er/solvingproblems/index.asp
- Pamphlets/fact sheets from the Ministry of Business, Innovation & Employment
- Their union (if they are a union member), a lawyer, a community law centre or an employment relations consultant.

Discuss the Problem

If either party considers that there is a problem, it should be raised as soon as possible. This can be done in writing or verbally. Provided the Employee feels comfortable doing so, they should ordinarily raise the problem with their direct manager. Otherwise the problem can be raised with another appropriate manager, or the People and Culture Team. A meeting will usually then be arranged where the problem can be discussed. The Employee should feel free to bring a support person with them to the meeting if they wish.

The parties will then try to establish the facts of the problem and discuss possible solutions.

The Next Steps

If the parties are not able to resolve the problem by talking to each other, a number of options exist:

- Either party can contact the Ministry of Business, Innovation & Employment, who can provide information and/or refer the parties to mediation.
- Depending on the nature of the problem, the issues involved may also be ones that the Labour Inspectors employed by the Ministry of Business, Innovation & Employment can assist with, i.e. minimum statutory entitlements such as holiday, leave or wages provision.
- Either party can take part in mediation provided by the Ministry of Business, Innovation & Employment (or the parties can agree to get an independent mediator).
- If the parties reach agreement, a mediator provided by the Ministry of Business, Innovation & Employment can sign the agreed settlement, which will then be binding on the parties.
- The parties can both agree to have the mediator provided by the Ministry of Business, Innovation & Employment decide the problem, in which case that decision will be binding;
- If mediation does not resolve the problem, either party can refer the problem to the Employment Relations Authority for investigation.

- The Employment Relations Authority can direct the parties to mediation, or can investigate the problem and issue a determination.
- If one or other of the parties is not happy with the Employment Relations Authority's determination, they can refer the problem to the Employment Court.

In limited cases, there is a right to appeal a decision of the Employment Court to the Court of Appeal.

Personal Grievances

If the problem is a personal grievance, then the Employee must raise it within 90 days of when the facts that give rise to the grievance occur or come to their attention. A personal grievance can only be raised outside this time frame with the agreement of the Employer or in exceptional circumstances.

If the employee's employment agreement contains a trial period clause, they may not raise a personal grievance on the grounds of unjustified dismissal. The employee may raise a personal grievance on other grounds as specified in sections 103(1) b-g of the Employment Relations Act, and in the trial period clause of this agreement.

In the case of sexual harassment allegations, a personal grievance must be raised within 12 months of it happening or the date in which the Employee became aware of it, whichever is the later (this 12 month time period applies if the allegations occurred on or after 13 June 2023).

APPENDIX C

Achievement of the Merit Step 1 Criteria may be evidenced in the employees' Expert/Senior portfolio.

An application is submitted by the employee and supported by the Charge Nurse Manager. The application is forwarded to the Chief Nurse and Clinical Practice Manager for assessment and approval.

MERIT STEP 1 CRITERIA

1. Resource Nurses, Clinical Trainer/Coaches, Team Leaders and RNFSAs must hold an Expert portfolio. All other designated Senior Nurses/Anaesthetic Technicians must hold a Senior nurse portfolio.
2. Holds a Post Graduate Certificate in a relevant field.
3. Presentation of supporting evidence (written or oral), which could include (but is not limited to) one of the following:
 - a) Your contribution to an organisation wide committee ie IPC, Falls Forum or Response and Recognition
 - b) A presentation of a Quality Improvement initiative in your area of work eg documented PDCA cycle
 - c) Lead the review of a policy, guideline or procedure in preparation for presentation to QPS
 - d) Act as a subject matter expert eg Trak,
 - e) Trendcare Champion
 - f) Holds a portfolio
 - g) Portfolio Assessor
 - h) Presentation at a conference
 - i) Supporting workforce development
4. Consistently meets expectations in all aspects of the 90 day goals and the Allevia Hospitals values and behaviors.

MERIT ALLOWANCE

Senior positions who have met the Merit Allowance criteria will attract an allowance of \$3,000 gross per annum. The Merit Allowance can be accessed at any step.

Resource Nurses, Clinical Coaches/Trainers, Team Leaders and RNFSAs are not eligible for the Merit Allowance.

MERIT ALLOWANCE CRITERIA

1. Presentation of supporting evidence/project to a panel (3) including either the Chief Nurse or Clinical Practice Manager, which could include (but is not limited to) one of:
 - a. Completion and implementation of a service wide practice development or efficiency project as agreed with your Operations Manager
 - b. Demonstrated evidence of developing and supporting skill development of your direct reports.
 - c. Presentation at Conference, including sharing with the wider Allevia Hospitals team
 - d. Subject Matter Expert and demonstration of ongoing contribution and support
 - e. Quality Improvement project relevant to your area of work
 - f. Core Instructor with evidence of teaching in the clinical environment
 - g. Demonstrate how you apply the learnings from an aspect of your post graduate study into advanced practice

2. Consistently meets expectations in all aspects of the 90 day goals and the Allevia Hospitals values and behaviors

Continued entitlement to the Merit Allowance will be assessed and reviewed on an annual basis at the performance appraisal. The allowance will be paid as long as the merit criteria is maintained.

Note: Support for the above is available through the Clinical Practice Group.

Support for the above is available through the Clinical Practice Group/Quality Improvement Team. Presentation guidelines are available from the Clinical Practice Manager or Chief Nurse.

APPENDIX D

Merit Criteria and Principles for Health Support Roles

Including:

- Healthcare Assistants
- Clinical Support Assistants
- Perioperative Assistant
- Sterile Store Assistants
- Theatre Orderlies
- Ward Assistants
- Sterilising Unit Trainees
- Sterilising Unit Technicians
- Sterilising Unit Shift Coordinators
- Sterilising Unit Senior Coordinator

The Merit Criteria, Principles, and Allowances are negotiated terms of employment and form part of the Allevia Hospitals/NZNO Collective Agreement.

There are two Merit Allowances available to the above employees;

Merit Allowance 1 \$1,000 gross per annum

Merit Allowance 2 \$2,000 gross per annum (not applicable to Sterilising Unit Trainees)

These allowances are added to the employees' base rate and are paid for all hours worked. They are not cumulative. The allowances will be paid as long as merit criteria is maintained.

The employee is responsible for preparing and making an application for the allowance.

Note: Staff assessed as having an appropriate overseas qualification in a nursing discipline by the Chief Nurse are exempt from holding a Level 3 Certificate.

Merit Allowance Criteria for:

- Healthcare Assistants
- Clinical Support Assistants
- Perioperative Assistants
- Sterile Store Assistants
- Ward Assistants.

Merit Allowance 1 Criteria

1. Must hold an NZ Certificate in Health & Wellbeing (Level 3), Health Assistance, or equivalent qualification e.g.: National Cert in Health, Disability & Aged Support Level 3.
2. Successful completion of the Allevia Hospitals Unregulated Healthcare Workers competencies for their work area.
3. Demonstrated involvement in a practice improvement or quality activity in their work area. Activities can include but are not limited to: IPC rep, H&S rep, In-house trained fit tester.
4. Consistently meets expectations in all aspects of the 90-day goals and the Allevia Hospitals values and behaviors.

Merit Allowance Two Criteria

1. Consistently meets all of the criteria for Merit Allowance One for the previous 12- months.
2. Holds a New Zealand Certificate in Health and Wellbeing Level 4 or equivalent.
3. Consistently meets expectations in all aspects of the 90 - day goal review and the Allevia Hospitals values and behaviors.

NB: See the Terms of Settlement for the agreed commitment to develop role-specific guidance for Theatre Orderlies on access to the existing Merit Allowances in Appendix D.

Merit Allowance Criteria for:

- Sterilising Unit Trainees Sterilising Unit Technicians
- (disestablished) Sterilising Unit Senior Coordinators.

Merit One Allowance Criteria

1. Meets all expectations for Allevia Hospitals values and behaviours.
2. Completion of the Level 4 Certificate in Sterilisation Technology or holds an accredited international qualification.
3. Holds NZSSA registration as a Sterilisation Technician
4. Consistently demonstrates Allevia Hospitals values and behaviours.
5. Evidence of continuous demonstration of meeting all 90 - day goals.

Merit Two Allowance Criteria

1. Consistently meets Allowance One Criteria.
2. Successful completion of the Level 5 Certificate in Sterilisation Technology.

Rostering Guidelines

- No employee is employed on fixed days or shifts. While every endeavour will be made to work with you, you may at times be required to work shifts that you might not normally.
- Due to clinical need employees may be asked to work in other clinical areas in the hospitals. Allevia Hospitals will ensure that the employee is not put into unsafe staffing situations and are well supported and 'buddied' during their shift. Each employee will have the opportunity to request 4 shifts per four (4) week roster (pro-rated for part-time employees). These will be either documented in red or with a red 'R' beside the request. The Charge Nurse will make every endeavour to meet these requests and if they can't they will speak with you directly. Most inpatient wards self-roster. This is in line with best practice rostering. Employees are not permitted to red request any public holidays. For those employees who are rostered to work rotating night shifts it is recommended that every endeavour be made to ensure that the employee is rostered off for 36hrs from the end of their last night shift.
- Employees are able to swap shifts after the roster has been published however these must be with someone of the same skill level. These changes can only be finalized once approved by the Charge Nurse.
- If the change in shift results in overtime, this can only be approved by the Charge Nurse.
- It is recommended that short changes (moving from an afternoon shift, 1445 – 2315, to a morning shift 0645 - 1515) be kept to a maximum of one per roster and that shifts are done consecutively.
- While every endeavour will be made to accommodate our part-time employees, the full-time employees will be rostered first with the part-time and casual employees fitting in around them.
- It is recommended that as a minimum full-time employees should have 1-1 ½ weekends rostered off each roster.

Supporting Clause: Section 3 (Hours of Work) of the NZNO and Allevia Hospitals Collective Agreement

Note: A roster that rotates forwards is less fatiguing than a backward rotation. This means day shift is followed by late shift which is followed by night shift. (Shiftwork Services)

APPENDIX F

On Call Guidelines

On Call Timeframes

An On Call shift in the Operating Rooms (OR, Anaesthetics and Recovery) weekdays [Monday – Friday] is 12 hours; 7.30pm – 7.30am (the following day). The exception to this may be Cardiac due to the specific clinical skill required if there is a call back to theatre.

Weekend On Call is as follows;

- Saturday 7.30am – 7.30am (24 hours)
- Sunday 7.30am – 7.30am (24 hours)

Rostering the On Call employee

It is important, wherever possible, that an on call employee who is rostered to be on call in the evening, is rostered to work on an early shift during the day, and finishes their shift at the rostered finish time to allow them to get the necessary rest time in case they are called out during the night. Likewise, the following day, it is preferable for the on call employee to be rostered to work a late shift, in case they were called out during the night.

Lists that run late

On call is for emergencies only. If a list is running late in theatre then the on call employee must not be called to cover staffing.

9 Hour Break

Where an employee gets a nine (9) hour break prior to a call out but not after a call out, it is considered that they have had a 9 hour break and they would be required to work their full shift, the next day, at ordinary time. The nine hour break starts from the time the employee leaves work, whether this is the end of their shift or when they finish overtime (should that be the case). Employees who are on call should therefore be aware that if they are called out 9 hours after leaving work, they will not have another 9 hour break until after their next rostered shift. On-Call payments at T ½ will only be paid for the hours of the call out (minimum 3 hours) and not as part of normal working shift hours.

Examples:

Scenario A

You are on an 8 hour shift from 07.30 – 16.00, and then called out at 05.00 till 06.30 the following morning. You would have had your 9 hour break prior to being called out and as such you should work your normal 8 hour shift. You were due to start work at 7.00 am so stay at work and start half an hour earlier.

Scenario B

You are on an 8 hour shift from 07.30 – 16.00, and then called out at 02.00 till 04.00 the following morning. You would have had your 9 hour break prior to being called out and as such you should work your normal 8 hour shift as rostered. Your next shift is not until 10.00 that day so you go home and come back at 10.00.

Scenario C

You are on an 8 hour shift from 07.30 – 16.00, and then called out at midnight for four hours till 04.00. You haven't had your 9 hour break prior to being called out and therefore you should not start your next shift until 13.00 and finish your shift the normal time. You will be paid for your normal shift.

Health and Safety

An employee and their manager need to consider the health and safety of the employee, team members and the patient(s), and if the employee is too tired to continue to work they must go home, however they would not be paid for the remainder of their shift as their 9 hour break has already been given.