

# Collective Employment Agreement

17 April 2023 - 19 August 2024





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## Our Working Partnership

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People are the heart of MercyAscot. 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.

MercyAscot 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 MercyAscot's operations with an associated change to roles and responsibilities.

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

MercyAscot will gradually move towards the optimum utilisation of operational capacity. During this period 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.

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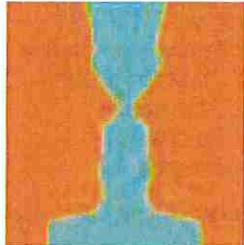
## **MercyAscot Vision and Values**

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### **MercyAscot Vision**

To be New Zealand's leading provider of health services,  
always delivered with excellence and value.

### **MercyAscot Values**



#### **CUSTOMER SERVICE**

##### **Ratonga Tangata**

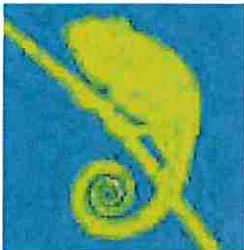
We anticipate needs, own problems, respond quickly delivering customer focused solutions.



#### **COMMUNICATION**

##### **Whakawhiti Kōrero**

We are committed to open, honest, timely and respectful communication.



#### **ADAPTABILITY**

##### **Urutaunga**

We are ready to adapt to future trends and we respond to changing needs.



#### **ACCOUNTABILITY**

##### **Takohanga**

In everything we do we are accountable to the customer, our team, our organisation and our profession.

## **1 Coverage of this Agreement**

This agreement applies to those employees of The Ascot Hospital and Clinics Limited employed as;

Nurse Team Leader	Ward Assistant
Resource Nurse	Theatre Orderly
Clinical Coach	Healthcare Assistant
Clinical Nurse Advisor	Nurse Specialist
Clinical Specialist	Anaesthetic Technician / ODP
Clinical Support Assistants	(Operating Department Practitioner)
Clinical Educator	Trainee Anaesthetic Technician
Clinical Trainer	Sterilising Unit Senior Coordinator
Registered Nurse	Sterilising Unit Shift Coordinator
Enrolled Nurse	Sterilising Unit Technician
Registered Nurse First Surgical Assistant	Sterilising Unit Trainee
Perioperative Assistant	Sterile Stores Assistant

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 as agreed between the parties.





## **2 Parties to this Collective Employment Agreement are:-**

THE ASCOT HOSPITAL & CLINICS LIMITED ('MercyAscot' or the 'Employer'), the Employer, and NEW ZEALAND NURSES ORGANISATION (NZNO) Incorporated.

### **2.1 New Employees**

- a). The parties agree that any employee whose work is covered by the coverage clause of this Agreement (Clause 1 above) who is employed by the Employer between the date this Agreement comes into effect and the expiry date, shall inform the employee:
  - that this Agreement exists and covers work to be done by the employee; and
  - that 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 to no passing on of these terms and conditions to non-NZNO members prior to four (4) months after the effective date of the term or condition (*being 17 August 2023*).

### **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 Employment 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**

MercyAscot 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.

MercyAscot 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:

- i. To on-call employees who are not called back
- ii. If mutually agreed in a change of shift roster
- iii. 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, MercyAscot 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**

MercyAscot 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 MercyAscot, which may be worked on any seven days of the week.



### **3.7 Unforeseen Additional Duty Hours**

MercyAscot will schedule hours of work that recognise the employee's needs while at the same time ensuring that the clinical and operational needs of MercyAscot are met. MercyAscot will endeavour to complete all employee activity within the rostered hours, however MercyAscot 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 Fulltime

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- a) A **fulltime** 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 fulltime hours prescribed in this Collective Employment 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. maternity 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 fulltime** 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**

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### **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 0.4FTE with MercyAscot or 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 of 4 hours notice will be given to casual employees if their shift is cancelled. Casual employees must give a minimum of 4 hours notice if they wish to cancel a shift.

### **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 30 minute paid meal break.

## **6 On Call & Call Out**

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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.

### **6.1.1 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.

### **6.1.2 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.

### **6.2 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**

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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**

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

### **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, to take effect only after the employee has worked 6 hours in that higher role and will then include the total hours worked [in that higher role].

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, and where the employee is delegated by the manager to temporarily coordinate the unit for at least 6 hours.

### **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**

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An employee whose normal hours of duty fall between 8pm and 6am shall be paid an additional allowance of \$5.50 for each hour worked. If the employee is employed in a position that is required to be registered with a professional body (e.g. Registered or Enrolled Nurse, Anaesthetic Technician, CSSD Technician/Shift Co-ordinator/Senior Co-ordinator) this additional allowance will be paid at T.25 (and not the flat rate outlined above).

## **10 Flexibility Allowance**

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MercyAscot 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, Registered Nurse First Surgical Assistant, Enrolled Nurse, Anaesthetic Technician)**

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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**

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A Registered Nurse on the Registered Nurse pay scale 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:

- Senior Nurses (including Team Leaders) for whom carrying out the duties of a Clinical Nurse Advisor is a reasonable expectation of their role.
- Clinical Nurse Advisors

#### **13 Overtime and Weekend Rates**

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##### **13.1 Overtime**

**Fulltime 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.

**Fulltime 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.

##### **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

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

## 15 Annual Practising Certificates

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### 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 MercyAscot). 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 MercyAscot policy, if the employees' annual practicing 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. MercyAscot 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 practicing certificate is current at all times. This responsibility is also outlined in the MercyAscot Annual Practising Certificates Policy.





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

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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 17 April 2023 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 a) Resource Nurses & Clinical Trainer/Coach

	09/01/23		17/04/23	
Step	Per Hour	Per Annum	Per Hour	Per Annum
A	\$45.95	\$95,576	\$47.90	\$99,638
B	\$47.72	\$99,253	\$49.75	\$103,471
Merit 1	\$51.01	\$106,106	\$52.42	\$109,024

#### 17.1.2 b) Team Leaders

	09/01/23		17/04/23	
Step	Per Hour	Per Annum	Per Hour	Per Annum
A	\$45.95	\$95,576	\$48.18	\$100,211
B	\$47.72	\$99,253	\$50.03	\$104,067
Merit 1	\$51.01	\$106,106	\$53.49	\$111,252

#### 17.1.3 c) Nurse Specialist, Clinical Educator, Clinical Specialist

	18/04/22		09/01/23	
Step	Per Hour	Per Annum	Per Hour	Per Annum
A	\$45.95	\$95,576	\$50.67	\$105,385
B	\$47.72	\$99,258	\$52.51	\$109,218
Merit 1	\$51.01	\$106,101	\$55.98	\$116,442

#### 17.1.4 d) Clinical Nurse Advisor

	18/04/22		17/04/23	
Step	Per Hour	Per Annum	Per Hour	Per Annum
A	\$51.25	\$106,600	\$53.43	\$111,131
B	\$53.02	\$110,282	\$55.27	\$114,969
Merit 1	\$56.43	\$117,374	\$58.83	\$122,363



## 17.2 Nurses

### 17.2.1 a) Registered Nurses

09/01/23			17/04/23	
Step	Per Hour	Per Annum	Per Hour	Per Annum
1 New Grad	\$32.00	\$66,570	\$33.37	\$69,399
2	\$34.64	\$72,061	\$36.12	\$75,124
3	\$36.80	\$76,554	\$38.37	\$79,808
4	\$38.89	\$80,883	\$40.54	\$84,321
5	\$43.21	\$89,868	\$45.04	\$93,687
6	\$44.50	\$92,563	\$46.39	\$96,497
7	\$45.84	\$95,340	\$47.78	\$99,392

### 17.2.2 b) Registered Nurse First Surgical Assistants

09/01/23			17/04/23	
Step	Per Hour	Per Annum	Per Hour	Per Annum
1	\$45.00	\$93,600	\$47.36	\$98,514
2	\$47.00	\$97,760	\$49.94	\$103,870
Merit 1	\$47.91	\$99,656	\$50.91	\$105,885

### 17.2.3 c) Enrolled Nurses

09/01/23			17/04/23	
Step	Per Hour	Per Annum	Per Hour	Per Annum
1 New Grad	\$29.40	\$61,146	\$30.65	\$63,745
2	\$30.76	\$63,980	\$32.07	\$66,699
3	\$33.17	\$68,990	\$34.58	\$71,922
4	\$34.28	\$71,300	\$35.74	\$74,330
5	\$35.39	\$73,609	\$36.89	\$76,737

## 17.3 Anaesthetic Technicians

### 17.3.1 Anaesthetic Technician Trainees and Anaesthetic Technicians

09/01/23			17/04/23		
Step	Per Hour	Per Annum	Step	Per Hour	Per Annum
1	\$32.00	\$66,570	1	\$33.37	\$69,399
2	\$34.64	\$72,061	2	\$36.12	\$75,124
3	\$36.80	\$76,554	3	\$38.37	\$79,808
4	\$38.89	\$80,883	4	\$40.54	\$84,321
5	\$43.21	\$89,868	5	\$45.04	\$93,687
6	\$44.50	\$92,563	6	\$46.39	\$96,497
7	\$45.84	\$95,340	7	\$47.78	\$99,392



## 17.4 Theatre Orderlies, Ward Assistants, Healthcare Assistants, Perioperative Assistant, Sterile Stores Assistants, Clinical Support Assistants

### 17.4.1 a) Theatre Orderlies, Ward Assistants

	18/04/22		17/04/23	
Step	Per Hour	Per Annum	Per Hour	Per Annum
1	\$22.80	\$47,424	\$24.23	\$50,388

2  
Theatre Orderlies/Ward Assistants employed before 1 May 2007 may access Steps 2, 3 and 4 in clause 17.4.2 b) below.

\$25.09 \$52,179

### 17.4.2 b) Healthcare Assistants, Perioperative Assistant, Sterile Stores Assistants, Clinical Support Assistants

	09/01/23		17/04/23	
Step	Per Hour	Per Annum	Per Hour	Per Annum
1	\$24.89	\$51,770	\$25.95	\$53,970
2	\$26.45	\$55,011	\$27.57	\$57,349
3	\$28.22	\$58,689	\$29.42	\$61,183
4	\$28.73	\$59,748	\$29.95	\$62,287
5	\$29.59	\$61,540	\$30.84	\$64,155

Employees may access the Merit Payments on any step of the scale.

## 17.5 Sterilising Unit

### 17.5.1 a) Sterilising Unit Trainees/Technicians

	18/04/22		17/04/23	
Step	Per Hour	Per Annum	Per Hour	Per Annum
1 Trainee	\$23.74	\$49,379	\$25.52	\$53,083
2	\$25.12	\$52,250	\$27.63	\$57,475
3	\$27.08	\$56,326	\$29.52	\$61,396
4	\$29.24	\$60,826	\$30.56	\$63,564
5	\$29.72	\$61,823	\$31.06	\$64,605

Trainees will move to step 2 after 12 months on completion of competencies.

### 17.5.2 b) Sterilising Unit Shift Coordinator

	18/04/22		17/04/23	
Step	Per Hour	Per Annum	Per Hour	Per Annum
1	\$31.04	\$64,569	32.38	\$67,345
2	\$32.57	\$67,751	\$33.97	\$70,664
Merit	\$35.27	\$73,364	\$36.79	\$76,518

### 17.5.3 c) Sterilising Unit Senior Coordinator

	18/04/22		17/04/23	
Step	Per Hour	Per Annum	Per Hour	Per Annum
1	\$35.28	\$73,382	\$36.80	\$76,538
2	\$37.40	\$77,783	\$39.00	\$81,128

## 17.6 Payment of Wages

### 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 MercyAscot reserves the right to change the pay cycle, following full consultation with the affected employees. MercyAscot 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

MercyAscot shall also have the right to make a deduction from pay arising from the default of the employee or where overpayments have occurred.

MercyAscot will consult with the employee where overpayments have occurred and agree with the employee in writing, the amount to be paid back each fortnight or as agreed. Ideally, overpayments are to be repaid within a 6 – 12 month period.

### 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 Professional Development Recognition Programme

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### 18.1 Participation

All Registered and Enrolled Nurses and Anaesthetic Technicians will be able to progress within the MercyAscot PDRP pathway, with all Registered and Enrolled Nurses and Anaesthetic Technicians are required to demonstrate a competent level of practice, as per the Nursing Council NZ (NCNZ) and Medical Sciences Council (MSC) continuing competency requirements.

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 \$4,500.00 gross per annum (2.163 per hour), pro-rated (given the expectations of an Expert practitioner, as outlined in the MercyAscot 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 \$3,000.00 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 \$4,500.00 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 RNFA, 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 2 Allowance. The Senior Nurse PDRP Allowance is \$750.00 gross per annum (0.360 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 0.6FTE and are working to prepare a portfolio associated with the Professional Development Recognition Programme are entitled to additional leave in order meet the PDRP requirements as follows in the twelve months prior to submission:

Expert: 8 hours  
Proficient: 4 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 MercyAscot premises unless other arrangements approved by their Manager.

### **19 Retention**

Where a demonstrable critical skills shortage is evident in a speciality or work area at MercyAscot, 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.





**20.1 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, MercyAscot 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. MercyAscot may agree or decline any request at its sole discretion and will confirm its decision in writing. For more information, please refer to the MercyAscot 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 MercyAscot to accommodate their preferences as appropriate. MercyAscot 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 MercyAscot. Where possible, MercyAscot will endeavour to meet individual requirements of employees within the level of demands on MercyAscot services. MercyAscot 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**

MercyAscot 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.

**20.2 Sick Leave**

**Entitlements**

MercyAscot 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 (fulltime equivalent) as outlined below:

- On commencement of employment, an employee shall be entitled to ten (10) working days (fulltime equivalent) 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.

### **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**

MercyAscot 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.

MercyAscot 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 sick leave is MercyAscot sick leave and 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 MercyAscot 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 Control or Health & 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 Control and/or Health and Safety/People and Culture MercyAscot 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 MercyAscot 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 MercyAscot to implement alternative arrangements. Part-day absences on sick leave are calculated on a pro-rated basis.



### **Discretionary Sick Leave or Sick Leave In Advance Of Entitlement**

MercyAscot will consider any special circumstances with regard to the provision of discretionary sick leave, or sick leave in advance of entitlement. Such requests must be submitted in writing to the Manager People and Culture, via the line manager. At MercyAscot's discretion, reimbursement of Sick Leave provided in advance of entitlement may be deducted from an employee's final pay, should the employee leave MercyAscot while their sick leave balance remains a negative entitlement.

## **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.

MercyAscot 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.

<b>Number of Qualifying Hours Worked</b>	<b>Number of days Shift Leave per annum</b>
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. MercyAscot will endeavour to meet individual requirements wherever possible, however final determination as to when Shift Leave is taken rests with MercyAscot.

### **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 thereof 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 18.4 above are not entitled to leave under this sub clause.



## **20.5 Self-Development Opportunities**

MercyAscot recognises that to achieve delivery of clinical excellence requires exceptional training of clinical staff. MercyAscot undertakes to provide this training to employees. MercyAscot 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 MercyAscot 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, MercyAscot 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.

MercyAscot 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 MercyAscot. 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, MercyAscot 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 MercyAscot 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 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 maternity 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. MercyAscot 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 MercyAscot during the time they are on Jury Duty. MercyAscot requires that upon receipt of the Jury Duty pay, an employee must reimburse MercyAscot for the value of the Jury Duty pay. MercyAscot 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
- Boxing Day
- New Year's Day
- The second day of January (or some other day in its place)
- Waitangi Day
- Good Friday
- Easter Monday
- ANZAC Day
- Queen's Birthday
- Matariki
- Labour Day
- Anniversary Day (or some other day in its place)

MercyAscot may require an employee to work on any public holiday. If an employee works on a public holiday, MercyAscot 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 MercyAscot.

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 fulltime 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, MercyAscot 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:

<b>Contracted FTE</b>	<b>Christmas Shutdown Public Holidays Paid</b>
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 MercyAscot.

## 21 Health and Safety

MercyAscot 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.

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

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

## 22 Domestic Violence

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

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

On commencement of employment, an employee is entitled to domestic violence leave in accordance with the Domestic Violence – Victims' Protection Act 2018. *Refer also to the HHL Domestic Family Violence Policy.*



## **23 Criminal Charges**

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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.

MercyAscot 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 MercyAscot into disrepute or have the potential to bring MercyAscot into disrepute.

## **24 Temporary Relocation of Roles**

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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, MercyAscot may require employees to temporarily relocate to another site, ward, speciality or work area.

MercyAscot 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 MercyAscot Mileage Claims for Travel Between Sites Policy, travel may be claimed on the individual's timesheet and authorised by the Charge Nurse/Unit Manager.

## **25 Termination**

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Where an employee wishes to resign and is not being summarily dismissed, either the employee or MercyAscot can terminate this Agreement - by giving the required period of notice in writing (as set out below) or, in the case of termination by MercyAscot, 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 15.1.3), Educators, and Clinical Nurse Advisors, provision of 6 weeks notice is required.

MercyAscot 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 MercyAscot and will continue to be bound by their duties of confidentiality and fidelity for the rest of the notice period.

MercyAscot may terminate an employee's employment immediately and without notice in the event of serious misconduct. If MercyAscot terminates the employee's employment in such circumstances, MercyAscot 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, MercyAscot may, at its discretion, suspend the employee for the course of that investigation. MercyAscot 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 MercyAscot's 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 Owed On Termination of Employment**

If an employee fails to pay back any outstanding monies owed to MercyAscot 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 MercyAscot 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 MercyAscot 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 MercyAscot and without reasonable excuse, the employee shall be deemed to have abandoned their employment without notice and to have terminated their employment agreement. MercyAscot shall make all reasonable efforts to contact the employee during the period of un-notified absence.





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.

MercyAscot 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 MercyAscot's 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);

MercyAscot 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 MercyAscot but they are:

- a) offered a suitable alternative position with MercyAscot 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 MercyAscot (including on terms less favourable);

they will have no right to redundancy compensation.

To avoid confusion – any transfer, assignment or issues of shares in MercyAscot, which has the effect of changing control of MercyAscot, 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 MercyAscot 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 MercyAscot's business (or part of it) is to be sold or transferred to another person or entity.

In the event of such a restructuring, MercyAscot 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 MercyAscot 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, MercyAscot 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.

MercyAscot 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 MercyAscot; and/or
- b) redundancy entitlements under this Agreement and what this could mean for the employees, including notice arrangements.

## **28 Confidentiality**

MercyAscot 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 MercyAscot's business, or that of its principals, without MercyAscot's 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 MercyAscot, its employees and its principals and not disclose any such information to anyone.
- c) Leave with MercyAscot all books of accounts, records, papers, correspondence and any other documents concerning and containing reference to the business of MercyAscot, 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**

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One of the MercyAscot's founding commitments is to foster clinician governance. It is important to MercyAscot that those providing services should feel empowered to practice in a professional manner. With this empowerment comes personal responsibility for actions and decisions. MercyAscot 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**

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### **30.1 Counselling & Guidance**

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

### **30.2 Mental Health and Addiction**

MercyAscot 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 MercyAscot as detailed in the MercyAscot 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.

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**

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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 MercyAscot, shall be the sole property of MercyAscot.



### **32 Company Policy**

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MercyAscot 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. MercyAscot provides reasonable notice to employees regarding policies that have been reviewed, added or updated.

### **33 Non-Discrimination**

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MercyAscot 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.

### **34 Personnel Records**

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

- Name
- Address
- Contact details
- Bank Account details

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

### **35 Privacy**

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MercyAscot 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).

MercyAscot 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**

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This agreement shall come into force on the 17 April 2023 and will continue in force until the 19 August 2024

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

The coming into effect of this Collective Employment 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 17 March 2023 ratified as at 18 April 2023) has been executed by the parties.

SIGNED BY



The Ascot Hospital and Clinics Limited

Ian England

Chief Executive Officer

Date    1/5/2023

By its duly authorised representative and

The New Zealand Nurses Organisation Incorporated

Sharleen Rapoto

Organiser

Date

By its duly authorised representative



## APPENDIX A

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### **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

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### **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](http://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.



## **APPENDIX C**

Achievement of the Merit Criteria may be evidenced in the employees' senior portfolio. An application is submitted by the employee and approved by the Charge Manager and the Hospital General Manager.

### **MERIT STEP 1 CRITERIA**

1. Resource Nurses, Clinical Trainers/Coaches, and Team Leaders 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. Evidence of successful leadership, implementation, and evaluation of an improvement or a safety project within the relevant area.
4. Presentation of the project to their Charge Manager and Hospital General Manager.
5. Evidence of consistently achieving all 90-day goals.
6. Meets all expectations for MercyAscot values and behaviours.

### **MERIT 2 ALLOWANCE**

Senior positions who have met the Merit 2 allowance criteria will attract an allowance of **\$2,500.00** gross per annum. Unlike Merit Step 1, which is continuously paid once achieved, Merit Allowance 2 is linked to on-going performance and demonstration of the Merit 2 Allowance criteria as seen below.

Resource Nurses, Clinical Trainer/Coaches and Team Leaders are not eligible for Merit 2.

### **MERIT 2 ALLOWANCE CRITERIA**

1. Consistently meets all requirements for Merit Step 1 for a minimum of 12-months.
2. Holds a Post-Graduate qualification at diploma level and/or are working towards a master's level qualification.
3. Completion of a service - wide practice development or business efficiency project that the applicant initiated, led, and implemented as agreed by the Hospital General Manager.
4. Presentation of the project to the Charge Manager and Hospital General Manager.

Continued entitlement to the Merit 2 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, and where this is not the case, the employee will revert to Merit Step 1.

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



## APPENDIX D

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### 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 MercyAscot/NZNO Collective Employment 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
- Theatre Orderlies
- Ward Assistants.

#### Merit Allowance 1 Criteria

1. Must hold an NZ Certificate in Health & Wellbeing (Level 3), Health Assistance, or equivalent qualification eg: National Cert in Health, Disability & Aged Support Level 3.
2. Successful completion of the MercyAscot 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 MercyAscot 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 MercyAscot values and behaviors.

**Merit Allowance Criteria for:**

Sterilising Unit Trainees  
Sterilising Unit Technicians  
Sterilising Unit Shift Coordinators  
Sterilising Unit Senior Coordinators.

**Merit Step One Criteria for Shift Coordinator**

1. Evidence of the successful leadership, implementation and evaluation of an improvement, safety, project within the relevant area.
2. Presentation of the project to their Charge Manager and Hospital General Manager.
3. Evidence of consistently achieving all 90 - day goals.
4. Meets all expectations for MercyAscot values and behaviours.

**Merit One Allowance Criteria**

1. Completion of the Level 4 Certificate in Sterilisation Technology or holds an accredited international qualification.
2. Holds NZSSA registration as a Sterilisation Technician
3. Consistently demonstrates MercyAscot values and behaviours.
4. 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.



## **APPENDIX E**

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### **Merit Step Criteria for Registered Nurse First Surgical Assistants (RNFSAs)**

Achievement of the Merit Criteria may be evidenced in the employees' RNFSAs portfolio. An application is submitted by the employee and approved by the Charge Manager and Hospital General Manager.

#### **Merit Step Criteria**

1. Holds a current Expert RNFSAs portfolio including evidence of completion of the extended scope of practice competencies.
2. Evidence of successful leadership, development, implementation of a departmental improvement project and present this to the CNM, CS and Theatre Manager.
3. Evidence of consistently achieving all 90 day goals and meets all expectations for MercyAscot values and behaviours.



## APPENDIX F

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### 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. MercyAscot 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 fulltime employees will be rostered first with the part-time and casual employees fitting in around them.
- It is recommended that as a minimum fulltime employees should have 1-1 ½ weekends rostered off each roster

### Supporting Clause: Section 3 (Hours of Work) of the NZNO and MercyAscot Collective Employment 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 G

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### 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.



