

Collective Agreement

between

Crest Hospital Ltd



And

NZ Nurses' Organisation



**Tōpūtanga Tapuhi Kaitiaki o Aotearoa
NEW ZEALAND NURSES ORGANISATION**

1 July 2025 to 30 June 2026

Clause	Contents	Page
23.	Study Leave	17
24.	Family Violence Leave and Flexible (Short-Term) Working Arrangements	17
25.	Union	17
26.	Payment of Wages	17
27.	Deduction from Wages	18
28.	Jury Service	18
29.	Uniforms	18
30.	Termination	19
31.	Abandonment of Employment	19
32.	Redundancy	19
33.	Employee Protection	20
34.	Medical Insurance	20
35.	Communication and Delegates	20
36.	Consultation	21
37.	Health and Safety	21
38.	Safe Staffing/Healthy Workplace	22
39.	Harassment	22
40.	Explanation of Services Available for Resolution of Employment Relationship Problems	22
41.	Crest Property	24
42.	Organisational Policy	24
43.	Suspension	24
44.	Medical Incapacity	24
45.	Gratuity	24
46.	Police Vetting	25
47.	Employment Related Educational Leave	25
48.	Signatory Parties	25

Is a person employed to carry out non nursing duties and to co-ordinate the CSSD Team

(c) Registered Nurse:

Is an appropriately qualified and registered nurse in accordance with the HPCA 2003 who is employed on nursing duties by the employer

(d) Enrolled Nurse:

Is an appropriately qualified nurse (being the same meaning as that in the HPCA 2003) who is employed on nursing duties by the employer

(e) CSSD Technician/Assistant:

Is a person employed to carry out non-nursing duties in CSSD.

(f) Health Care Assistant:

Is a person employed to carry out tasks related to general ward and housekeeping duties and who assists with nursing care under the direction of a registered nurse.

(g) Full Time Employee:

Is an employee who works 32 hours or more per week on a permanent basis.

(h) Part Time Employee:

Is an employee other than a casual employee who works for less than 32 hours per week on a permanent basis.

(i) Casual (Resource) Employee:

Is an employee who has no set hours or days of work and who is normally asked to work as and when required.

(j) Duty Leader:

Is a registered nurse who has temporarily been appointed supervisory responsibilities by Manager.

(k) Week:

Is deemed from Sunday 12 am (midnight) to the following Sunday 12am (midnight).

(l) Service:

For the purposes of this agreement service is defined as current continuous service (full or part time) with Crest Hospital Ltd and its predecessors.

(m) Shift (Duty):

Is one or more periods of service required to be worked by an employee during any one period of 24 hours. There are three main shift categories - morning shift (0645-1515), afternoon shift (1445-2315), and night shift (2245-0715). The 2245-0715 8 hour shift is all paid at the applicable night rate. Variations of these shifts can also be worked by negotiation by mutual agreement.

Shift duty definition applies to Ward employees only. Employees working in areas other than the Ward shall have rostered shifts of 6, 8 or 10 hours in duration or as otherwise agreed. Working a rostered 10 hours shift remains by mutual agreement.

- 7.1.3 Night duties will be defined as being worked on the day where most of the hours fall. For example: a night shift starting at 2245 hours on Friday will be defined as a Saturday shift.
- 7.1.4 Employees will be given two consecutive days off in every seven rostered days provided that no more frequently than one week in four (and subject to agreement or in an emergency) the two days off may not be consecutive.
- 7.1.5 The roster will cover morning, afternoon and night duties Monday to Sunday inclusive. The roster will be available two weeks in advance. It is the employee's responsibility to ensure that they are aware of their rostered times for starting and finishing work. Although the employer will endeavour to adhere to rosters once they have been written, it may be necessary to change the employee's hours unexpectedly. In these circumstances it will be discussed with the employee at the time and agreed mutually.
- 7.1.6 Flexibility in work hours may be granted to an employee on formal application on a case by case basis. Approval for flexible hours is at the discretion of the Manager and will only be considered if the job requirement allows it. If flexible hours are approved, the decision can be reversed at the sole discretion of the employer. Refer ERA 2000 6AA.
- 7.1.7 Rostering of hours of work will ensure a minimum of 12 hours break between shifts unless by mutual agreement.

7.2 RECORDING OF HOURS

- 7.2.1 Hours of work are either recorded by a computerized rostering system, by a timesheet or by a time and attendance system.

7.3 SHIFT WORK

- 7.3.1 No employee shall be compelled to work a split shift.
- 7.3.2 Staff will work rotating shifts including public holidays if required. Where possible this will be by agreement with staff.
- 7.3.3 Any hours worked in excess of 8 hours will be paid at the appropriate rate refer clause 9.

7.4 ON CALL WORK

Theatre staff will not be required to work on an "on call" basis for routine surgery.

7.5 BREAKS AND DAYS OFF

- 7.5.1 No employee shall be rostered to work for longer than 8 hours in any one continuous period unless by mutual agreement.
- 7.5.2 Wherever practicable an employee shall be allowed a minimum break of twelve hours between shifts unless by mutual agreement.

RN Grades	1 July 2025
Step 1	37.61
Step 2	40.53
Step 3	42.93
Step 4	45.24
Step 5	50.04
Step 6	51.48
Step 7	52.96

RN Team Leaders/ Quality Coordinators / Clinical Educator	1 July 2025
Step 1	56.14
Step 2	57.74
Step 3	58.75
Step 4	61.35

EN Grades	1 July 2025
Step 1	37.05
Step 2	41.35

HCA	1 July 2025
Step 1	28.95
Step 2	29.50
Step 3	30.00
Step 4	31.23
Step 5	32.16

CSSD	1 July 2025
Step 1	30.80
Step 2	31.36
Step 3	32.67
Step 4	33.97
* Step 5	35.28
Coordinator	40.61
Team Leader	42.85

Anaesthetic Technician	1 July 2025
Step 1	37.06
Step 2	39.83
Step 3	42.61
Step 4	45.38
Step 5	48.16
Step 6	50.38
Step 7	51.73
Step 8	52.99

9. PENALTY PAYMENTS

Rate 1 (Base Hourly Rate) is paid for:

- a) Weekdays, study leave, long service leave, conferences and compulsory in-service.

Rate 2 (T1.25) is paid for:

- a) Night duty Sunday to Thursday inclusive
- b) After 8pm on an afternoon duty Monday to Friday inclusive
- c) A shift that commences within 9 hours of finishing a previous shift

Rate 3 (T1.5) is paid for:

- a) Friday and Saturday night duties.
- b) Extended shifts, for each half an hour worked above 8 hours. (This is not applicable to paid meal breaks, or to a 10 or 12 hour shift worked by agreement)
- c) Morning and afternoon duties on Saturdays and Sundays

Rate 4 (T2) is paid for:

- a) For each half an hour worked over 11 hours. (This is not applicable to paid meal breaks, or to a 10 or 12 hour shift worked by agreement)
- b) Working on public holidays

10. HOURS WORKED ABOVE CONTRACTED HOURS PER FORTNIGHT

All hours worked in excess of the employees contracted hours per pay period fortnight will be paid at the appropriate rate as per clause 9 and must be authorised by the employees Head of Department before it is worked. In circumstances where this is not possible for whatever reason, the hours must be authorised as soon as possible after having been worked. All such hours must be recorded on the employees applicable form and this form should be completed by the employee and signed by the Head of Department.

11. ON CALL AND CALL BACK

- 11.1 Employees will be paid for a minimum of three hours, or for actual working time, whichever is the greater.

Call Back

- 11.2 A call back only occurs where an employee has left the place of work having completed a rostered shift and has been asked by the employer to return to work to do an extended shift and will be paid at the applicable rate.
- 11.3 The employee can choose to accept or decline the additional work.

- 13.3 The employee is required to promptly notify their Manager of any agency, body or authority's action that may affect their ability to practice, including any alteration to their scope of practice. The employee is also required to promptly notify their Manager if any aspect of their practice is the subject of consideration by any authority, Court, Tribunal, or investigative agency, and the employee must update their Manager of any significant developments that occur in any such matter.
- 13.4 Payment of any practicing certificate or registration fee will be at the discretion of the employer for casual employees.
- 13.5 Failure to hold a current Practicing Certificate may result in disciplinary action.

14. PROFESSIONAL DEVELOPMENT RECOGNITION PROGRAM

- 14.1 The employee may be required to participate in a New Zealand Nursing Council Accredited Professional Development and Recognition Program as stipulated by the Employer.

- 14.2 In recognition and where a Registered Nurse has completed levels 2 – 4 of the NZNC Accredited Crest Hospital PDRP program the following PDRP allowances shall apply:

- Level 2 - \$2000 per annum or \$0.96 per hour
- Level 3 - \$3000 per annum or \$1.44 per hour
- Level 4 - \$4000 per annum or \$1.92 per hour

Payments will be made in an addition to the ordinary hourly rate and are pro-rata for staff who work less than 40 hours per week.

- 14.3 Effective from 1 April 2015 an Enrolled Nurse who has completed levels 2 - 3 of the NZNC Accredited Crest Hospital PDRP program the following PDRP allowances shall apply:

Enrolled Nurse Level 2: \$0.24 per hour for every hour worked up to a maximum of \$500 per annum.

Enrolled Nurse Level 3: \$0.48 per hour for every hour worked up to a maximum of \$1,000 per annum.

- 14.4 Effective from 1 July 2022 a Health Care Assistant who has completed levels 2 - 3 of the NZNC Accredited Crest Hospital PDRP program the following PDRP allowances shall apply:

Health Care Assistant Level 2: \$0.24 per hour for every hour worked up to a maximum of \$500 per annum.

Health Care Assistant Level 3: \$0.48 per hour for every hour worked up to a maximum of \$1,000 per annum.

- 14.5 Effective from 1 July 2022 a CSSD Technician who has completed levels 2 - 3 of the NZNC Accredited Crest Hospital PDRP program the following PDRP allowances shall apply:

CSSD Level 2: \$0.24 per hour for every hour worked up to a maximum of \$500 per annum.

CSSD Level 3: \$0.48 per hour for every hour worked up to a maximum of \$1,000 per annum.

which an employee does not work, still receive a day's pay in addition to the weekly wage, subject to the following occurring; the employee has worked three out of five of the previous weeks on the day on which the public holiday falls.

- 16.4 Employees required to be on call on a statutory holiday and not required to work are entitled to an alternative holiday.
- 16.5 Alternative days (Days-in-Lieu) are to be taken at a time agreeable to the employer and employee within 12 months.
- 16.6 Night shift employees are paid on the basis that the total shift is worked on the calendar day that the greater part of their shift is worked e.g. a shift worked from 10.45 p.m. Sunday to 7.15 a.m. Monday is deemed to be a Monday shift.
- 16.7 Therefore only one night shift (the one with seven hours worked in the statutory period) is deemed to have been worked on any statutory holiday and only that shift qualifies for the provisions set out in Clause 16.2.
- 16.8 Casual employees who work on a statutory holiday will receive the rate of pay set out in clause 16. 2 but are not entitled to an alternative holiday.

17. ANNUAL LEAVE

- 17.1 All employees shall be entitled to 4 weeks annual leave per annum following the first completed year of service as per the Holidays Act 2003.
- 17.2 Except on the completion of 5 years recognised current continuous service the employee shall be entitled to 5 weeks annual leave.
- 17.3 Casual employees will be paid 8% of their gross earnings at the completion of each period of employment.

18. LONG SERVICE LEAVE

- 18.1 All employees will become entitled to long service leave as follows:
- One special holiday of 1 week upon the completion of 10 years continuous service to be taken within five years of entitlement
 - One special holiday of 2 weeks upon the completion of 20 years continuous service to be taken within five years of entitlement
 - One special holiday of 1 week upon the completion of 30 years continuous service to be taken within five years of entitlement

19. SICK LEAVE

- 19.1 As per the Holidays Act 2003 an employee, on completion of six months continuous service shall be entitled to 10 days sick leave.
- 19.2 After each 12 months continuous service (after the first six months) a permanent employee shall be entitled to entitled to 10 days sick leave
- 19.3 Paid sick leave in advance within the first six months may be considered by the employer.

23. EDUCATION / CONFERENCE LEAVE

In addition to leave for in-service education, staff are encouraged to undertake approved training courses relevant to their employment. If deemed appropriate by the employer the following training, education / conference leave may be approved:

1. Paid leave up to 24 hours per annum. Study leave will be paid at the week day rate.
2. Leave without pay for study.

24. FAMILY VIOLENCE LEAVE AND FLEXIBLE (SHORT-TERM) WORKING ARRANGEMENTS

- 24.1 Crest Hospital acknowledges that employees may be affected by domestic violence. Crest Hospital will continue to support these employees, respecting their dignity and privacy in order to assist them to deal with the effects of domestic violence.
- 24.2 The Employee will be entitled to family violence leave in accordance with the Holidays Act 2003, subject to the Employee's eligibility under this Act.
- 24.3 The Employee will also be entitled to request flexible work arrangements for a period of up to two months in accordance with the Employment Relations Act 2000, subject to the Employee's eligibility under this Act.

25. UNION

- 25.1 Representatives of the union will have reasonable access to their members on the premises at all times, subject to prior arrangement with the employer.
- 25.2 This will also cover the organisation and holding of employee meetings including delegate education courses as per the Employment Relations Act 2000.
- 25.3 Where the employee agrees the employer shall deduct fees from the wages of members of the union and shall remit them, together with a list of employees from whom deductions were made, to the union offices at regular intervals provided the union fee deductions have been authorised in writing by the employees concerned. The manner of deductions and remittance will be determined by agreement between the parties.

26. PAYMENT OF WAGES

- 26.1 The fortnightly pay period starts with the midnight Sunday shift and finishes at the end of the afternoon shift on Sunday a fortnight later.
- 26.2 Wages will be paid fortnightly and be credited to a bank account nominated by the employee within 4 days of the end of the pay period.
- 26.3 The payment of wages on termination and will be subject to the employee returning all keys, uniforms, equipment and other items supplied by the employer (or the employer may deduct the residual value of unreturned items from any money owed to the employee whatsoever).

30. TERMINATION

- 30.1 The employee or the employer may terminate employment by giving the other four weeks' notice in writing. There may be special circumstances where less notice is mutually agreed. These will be considered on a case by case basis.
- 30.2 The employer may elect to pay the employee in lieu of all or part of the notice period and not require the employee to work out all or part of the notice period. This shall not constitute summary dismissal.
- 30.3 Nothing in this paragraph prevents the employer from summarily dismissing the employee without payment in lieu of notice, in the event of dismissal for serious misconduct.
- 30.4 Where the employee does not provide the employer with the required notice, the employee agrees that the employer can deduct from the employee's final pay an amount equivalent to the pay for the balance of the notice period the employee was required to give as an estimate of loss incurred by the employer due to the employee's breach of clause 30.1.

31. ABANDONMENT OF EMPLOYMENT

Where an employee is absent from work for a continuous period exceeding three day without the consent of the employer or without notice to the employer the employee shall be deemed to have terminated their employment unless the employer agrees there were extenuating circumstances.

32. REDUNDANCY

- a) Redundancy occurs when the employer determines that the employee is surplus to its requirements as a result of a restructuring of work practices or a company re-organisation.
- b) Consultation will be as per the consultation clause of this collective agreement.
- c) In the event that the employee's employment is terminated on the ground of redundancy, the notice period in the termination clause on this agreement will apply.
- d) Where the employee is offered redeployment, or where there is a redeployment opportunity on the same or similar terms and conditions of employment, and the employee declines to accept or seek redeployment or where the employee accepts redeployment into any position that is offered (whether the same or similar terms and conditions or not), the employee will be not entitled to any redundancy compensation.
- e) If the employees employment ends by reason of redundancy, the employee will be entitled to approach the employer to discuss other ways in which the employee feels the employer may be of assistance during the notice period (e.g. time off for interviews, EAP services, assistance with CV preparation and outplacement).
- f) Employees will be entitled to the following redundancy compensation:
- Two weeks for the first full year of service
 - One week for each subsequent year of service

36. CONSULTATION

- 36.1 Consultation involves the statement of a proposal not yet finally decided upon, listening to what others have to say, considering their responses and then deciding what will be done. Consultation clearly requires more than prior notification.
- 36.2 The requirement for consultation should not be treated perfunctorily or as a mere formality. The person(s) to be consulted must be given sufficient opportunity to express their view or to point to difficulties or problems.
- 36.3 If changes are proposed and such changes need to be preceded by consultation, the changes must not be made until after the necessary consultation has taken place. Both parties should keep open minds during consultation and be ready to change. Sufficiently precise information must be given to enable the person(s) being consulted to state a view, together with a reasonable opportunity to do so – either orally or in writing.
- 36.4 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- 36.5 The consultation process will give employees affected, or likely to be affected, by any significant change to staffing, structures or work practice, and the NZNO organiser/delegate, the opportunity to put forward their views on any proposals or options developed for change prior to any final decision being made.
- 36.6 The process shall be as follows:
- (a) The initiative being consulted about should be presented by the employer as a “proposal” or “proposed intention or plan” which has not yet been finalised.
 - (b) Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.
 - (c) Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
 - (d) Genuine consideration must be given by the employer to the matters raised in the response.
 - (e) The final decision shall be the responsibility of the employer.

37. HEALTH & SAFETY

- 37.1 The employer and employees shall take all reasonable precautions for the safety and health of all employees. Employees who do become aware of damage or faults to equipment or the existence of other hazards that may endanger the health or safety of others shall immediately report such damage, fault or hazard to the employer.
- 37.2 The employer and the employee undertake to take all reasonably practicable steps to ensure their safety at work in accordance with the Health and Safety at Work Act 2015.
- 37.3 In accordance with Crest Hospital Ltd H&S policy the election of Health and Safety Committee members will be in accordance with Part 2A 19C Development Employee Participation System: Health and Safety at Work Act 2015.
- 37.4 Medical examination: Where the employer has evidence of concerns regarding the employees safety, health or well-being, the employer may require the employee at any

The employer and the employ agree that they can both save time and help preserve the working relationship by solving their own problems as far as possible.

Following are some suggestions of what the employee might do if they think there is a problem:

- 40.2 Make sure there really is a problem before raising it with the employer. Check the facts.
- 40.3. Talk to the employer, either directly or with the help of a representative. Identify the facts so that misunderstandings can be cleared.
- 40.4. If the problem is not resolved by talking to the employer, either the employee or the employer can do any of the following:

- Contact the Ministry of Business, Innovation and Employment 0800 20 90 20.
- Ask for the help of a mediator. The Ministry of Business, Innovation and Employment provides a mediator free of charge.
- If the mediator does not solve the problem, either the employer or the employee can take the problem to the Employment Relations Authority for investigation. The Authority has the power to make Orders.
- If the employee is not satisfied with the decision of the Employment Relations Authority, they can take the problem to the Employment Court for a judicial hearing.

- Personal Grievance:

An employee who wishes to raise a personal grievance must raise the grievance with their employer within the applicable employee notification period unless the employer consents to the personal grievance being raised after the expiration of that period.

The Employee notification period means:

- For a sexual harassment personal grievance, the period of 12 months beginning with the date on which the action alleged to amount to the personal grievance occurred or came to the notice of the employee, whichever is later:
- In respect of any other personal grievance, the period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the attention of the employee, whichever is later.
- In some cases there are exceptional circumstances which allow the employee to raise a personal grievance outside the ninety day or 12 months notification period.
- If the problem is about minimum entitlements under the law, the employee is able to ask a labour inspector to investigate.

46. POLICE VETTING

- 46.1 The employee agrees to undergo police vetting during their employment with the employer, as and when required by the Employer. Police vetting refers to the Employer obtaining a copy of an Employee’s criminal convictions held on the Ministry of Justice’s Computer System.
- 46.2 Where the Employee is charged with or has a criminal conviction that impacts on the trust and confidence the Employer may have in the employee, this may result in the termination of the Employees employment.
- 46.3 Where the Police commences an investigation into the Employee’s alleged conduct or is charged with any criminal offence, the Employee is to immediately report this to the Employer. A breach of this clause may result in disciplinary action including termination of employment.
- 46.4 Where the employee is dismissed under Section 28 of the Vulnerable Children Act 2014 the termination is deemed to be a justifiable dismissal for the purposes of Part 9 of the Employment Relations Act 2000.

47. EMPLOYMENT RELATIONS EDUCATION LEAVE

Union member are entitled to Employment Relations Education Leave (EREL) per the Employment Relations Act 2000.

48. SIGNATORY PARTIES

**Crest Hospital Ltd
Employer**

Date

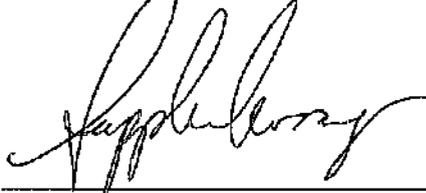


27 FEBRUARY 2026

Lyn Horgan
Chief Executive Officer
Crest Hospital Ltd

**On Behalf of Tōpūtanga
Taphui Kaitiaki o
Aoetearoa,
New Zealand Nurses' Organisation Incorporated**

Date



27 February 2026

Sapphira Murray
Organiser
Tōpūtanga Taphui
Kaitiaki o Aoetearoa:
New Zealand Nurses Organisation Incorporated