

Collective Agreement

between

Evolution Southern Cross Ltd
and
Tōpūtanga Tapuhi Kaitiaki o Aotearoa: The New Zealand Nurses Organisation Incorporated

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1. Te Tiriti o Waitangi

(a) The Employers and the NZNO acknowledge the importance of Te Tiriti o Waitangi as the constitutional basis of Aotearoa/New Zealand, and the unique status of Māori as tangata whenua.

(b) The Employers and NZNO are committed to implementing Te Tiriti o Waitangi and will promote and enable an understanding of the five principles set out in the Waitangi Tribunal Claim - Wai 2575: the Health Services and Outcomes Inquiry:

(i) **Self-Determination I Tino Rangatiratanga** that provides for Māori self-determination and mana motuhake.

(ii) **Partnership / Patuitanga** that requires engaging meaningfully and working with iwi/Māori in strong and enduring relationships.

(iii) **Equity/ Mana Taurite** that requires commitment to achieving equitable health outcomes for Māori.

(iv) **Active Protection I Whakamarumarutia** that requires eforts to achieve Māori health equity through culturally safe service delivery.

(v) **Options/ Kowhiringa** that requires services to be provided in a culturally appropriate way, recognising and supporting the expression of te ao Māori models of service, and the promotion of Te Reo Māori.

2. Definitions

Annual Practising Certificate means a certificate issued by the NZ Nursing Council or any other registration authority under the HPCA Act 2003.

Casual Employee means an employee who has no set hours or days of work and who is normally asked to work as and when required. There is no obligation on a Casual Employee to accept shifts, or on the Employer to offer shifts to a Casual Employee.

Duty means the period of work required of an Employee within each period of 24 hours.

Endoscopy Technician means an Employee reprocessing scopes in the endoscopy unit.

Enrolled means employees registered by the NZ Nursing Council as ‘enrolled’ under the HPCA Act 2003.

Graduate Nurse means an employee registered by the NZ Nursing Council and employed under the Evolution Southern Cross Graduate programme for a fixed term.

Healthcare Assistant means employees who assist in the ward, day surgery and theatre, but are not registered under the HPCA Act 2003. They may assist under supervision of registered staff with some patient cares.

HPCA Act 2003 means the Health Practitioners Competence Assurance Act 2003, or any successor legislation that is applicable within the life of this contract.

Hospital means the private hospital managed by Evolution Southern Cross Limited.

New Employee means any employee engaged by the Employer within the first 30 days of their employment.

Night Shift means a duty commencing after 10.00 p.m. and concluding before 8.00 a.m. on the following day.

Nurse Practitioner means a person as defined by the HPCA as a Nurse Practitioner.

Orderlies/Attendants means employees who assist in various parts of the hospital with domestic duties and under registered staff supervision, some patient cares.

Part Time Employee means any employee who is employed for less than 40 hours per week.

Registered Nurse means employees registered by the New Zealand Nursing Council as 'registered nurses' under the HPCA Act 2003.

Relevant Hourly Rate means the hourly rate payable to an Employee pursuant to Clause 14.

Service is defined as current continuous service (full or part time) with Evolution Southern Cross Limited and/or its predecessors)

TSU Staff Member means any member employed in the theatre sterilizing unit.

3. Intent

3.1 This Collective Employment Agreement is made pursuant to the Employment Relations Act 2000 and contains the minimum conditions of employment agreed to by the parties.

3.2 The parties agree that this agreement shall be administered in accordance with the true intent of its terms and provisions and will give each other their fullest co-operation.

4. Parties

This agreement is entered into between:

Evolution Southern Cross Limited (hereinafter referred to as the Employer) and

Tōpūtanga Tapuhi Kaitiaki o Aotearoa: The New Zealand Nurses Organisation Incorporated (herein after referred to as the NZNO)

5. Recital

5.1 The Employer carries on the business of running hospitals and providing health services, mainly in the Tauranga and Western Bay of Plenty area.

5.2 The Employer and the Employees agree that it is in their mutual interest to pursue the mission of the Employer to review and enhance the quality of service (including complaints procedure) and the systems at the hospitals as well as running an efficient, competitive and profitable business.

5.3 The Employer with the Employee agree that to enhance the Hospital business and to achieve a fair and reasonable employment relationship, there should be a

documented agreement outlining the Employee's terms and conditions of employment.

6. Pass on

The employer agrees that no pay rate specified in this agreement will be passed on to non-union member employees within three (3) months of ratification of this agreement.

7. Coverage

The Collective Agreement shall apply to all employees who are members of the NZNO; their position covered by clause 14, an appendix, or in a similarly named role that carries out the same job functions and employed by Evolution Southern Cross Limited other than those in management positions.

8. Individual Terms

Nothing in this Collective Agreement shall operate to reduce the ordinary (T1) salary rate or additional conditions applying to any employee at the date of this Collective Agreement coming into force unless specifically agreed between the Employer and Employee

9. Term of Agreement

This agreement commences on 1 July 2025 and shall expire on 30 June 2026 .

10. Copies of this Agreement to be Available

Copies of this Agreement shall be available in places readily accessible to all parties covered by the Agreement.

11. Variations of Agreement

8.1. Any variation to this agreement will be mutually agreed between the parties and shall be in writing and signed by both parties. The proposal shall outline the variation sought, the reasons for the variation, the employees potentially affected and the likely effect on the employees concerned.

8.2. After the Parties consult on the proposal the variation will be taken to the affected membership for ratification.

8.3. The proposed variation will be ratified if the majority of affected employees are eligible to vote; vote in favour of the variation.

8.4. On ratification, the parties to the variation will sign the ratified variation to seal agreement. The variation will be included in the Collective Agreement at the next negotiations unless otherwise agreed, ie. a trial.

12. New Employees

12.1 The parties agree that any new employee, whose work is covered by the coverage clause of the Agreement, shall be offered in writing, the opportunity to become a member of the NZNO.

12.2 For the first 30 days of employment, any new employee, whose work is covered by the coverage clause of this agreement, shall be covered by the Collective Agreement.

12.3 Thereafter the new employee shall choose whether he/she will join the NZNO or pursue an Individual Employment Agreement.

12.4 If the position requires credit, immigration, security and/or criminal history checks or driver licence check, any offer of employment will be subject to the completion and satisfactory outcome of these checks. An unsatisfactory result may result in termination of employment.

13. Terms of Employment

13.1 All wages/salaries shall be paid by direct credit to the employee's nominated bank account fortnightly, not later than 3 working days after the end of the pay period; except where a public holiday falls on a Monday, when the direct credit will occur not later than 4 working days after the end of the pay period.

13.2 All staff shall be advised upon request, details of how their pay is computed. This will include gross pay, allowances, overtime, penal time and number of hours worked. The Employee shall be supplied in writing with details of the manner in which wages have been calculated.

13.3 Overpayment

Where the Employer makes an unintentional overpayment of salary/wages, the Employer is entitled to make deductions from following pay periods, provided the overpayment and proposed deduction schedule is discussed with the employee, and such deductions are made over a reasonable period, wherever possible.

13.4 Where required, uniforms shall be supplied by the employer.

13.5 All employees, other than those wearing scrubs are responsible for laundering their own uniform.

13.6 Termination of Notice

Either the employee or the employer may terminate the employee's employment on four weeks' notice. The employee may negotiate a shorter period with the employer, where in the view of the employer, mitigating circumstances exist.

13.7 Abandonment

Where an Employee absents himself/herself from work without the consent of the Employer or without notification and in the absence of extenuating circumstances, after a period of three days, she/he shall be deemed to have abandoned his/her employment, and it will be terminated. The Employee will be eligible for monies owed to them, to the date of abandonment.

13.8 On request the Employer will provide the Employee with a Certificate of Service, stating dates of service and capacity of employment within 30 days of the employee's employment terminating.

14. Continuity of Service

For the purpose of this Agreement continuous service with the same Employer will not be deemed to be broken by reason of the sale or transfer, including merger, of the Employer's business to a new Employer who continues to employ such Employees.

This clause shall not apply to Employees who have received redundancy compensation from the previous Employer and who are subsequently or immediately employed by the new business operator.

15. Hours of Work

15.1 General

15.1.1 The Employer provides a 24 hour a day, 7 days a week health care service. This may at times necessitate employees being required to change duties, rosters or transfer from one unit/hospital to another, to ensure effective staff coverage. The rostering of employees' hours of work will have regard to the service requirements of the hospitals.

12.1.2 The Employee's manager will endeavour to schedule an Employee's required hours of duty not less than - two weeks in advance, except the schedule may be varied through sickness, accident, emergency or to meet the exigencies of the hospitals and their services, or with prior consultation with Employees. Changes made at less than 4 days' notice will only be with discussion and mutually agreed. Rosters will be developed in consultation with employees in an attempt to accommodate individual requests or needs but will depend on the services needs of the unit/hospital and take into account the principles of safe rostering.

15.1.3 Unless agreed by the employee, no rostered duty shall be less than three hours.

15.1.4 An Employee's two days off shall be consecutive except that the days off may be separate no more frequently than one week in four, except by mutual agreement or in the case of an emergency.

15.1.5 Split duties will only be worked in the case of emergency or where mutually agreed. Employees employed on a split duty shall be paid a one-off allowance of **$30**.

15.1.6 Where an employee is required by the employer to wear a particular uniform that cannot be worn outside the precincts of the hospital, the employee shall be allowed a period of 7 minutes to change at each side of their rostered shift; provided that the employee clocks in 7 minutes before the shift commences and before donning the uniform AND clocks out at the end of the shift (at finish time) before getting changed. Change time will be paid at the normal rate for the day and is paid in recognition of the time it takes to put on/take off the uniform. If the employee clocks in late (less than 7 minutes before the shift or after the shift commences) change time will not be paid. If the employee clocks out early (before the shift end) change time will still be paid, unless their shift finish time is rounded up.

15.1.7 An Employee's contracted FTE or contracted hours of work will be recorded in the Employee's letter of offer and will only be changed through mutual agreement. Any agreed changes will be recorded in writing.

16.2 Ward

16.2.1 Subject to any agreed extended shift, the ordinary hours of work shall be forty hours per week, divided into five duties of eight hours. Such duties will be interrupted by a half hour unpaid meal break.

16.2.2 Rostered shifts shall commence and end between 5:30 a.m. and 11:30 p.m. unless agreed by the employee.

16.2.3 Where the needs of the service demand or in an emergency, and by mutual agreement with the Employee, any shift may be increased by up to four hours per shift. Additional hours over eight will attract penal rates as outlined in clause 15.

16.2.4 A shift will be deemed to belong to the day on which the majority of the hours are worked.

16.3 Theatre

16.3.1 Theatre hours are determined in part by the demand for theatre sessions. Theatre Employees shall be notified of the hours of work by the Theatre Manager or other authorised representative of the Employer.

16.3.2 Theatre, PACU and Endoscopy room nursing staff and Endoscopy Technicians will be paid an additional flexibility allowance of **$1.50 per hour** over an equivalent level ward nurse. The flexibility allowance is to recognise the unpredictability of shift end/workday which can impact staff working in the Theatre/PACU/Endoscopy Theatre environment. Evolution Southern Cross agrees that an employee may negotiate flexible working hours if able to be accommodated and meets the needs of the service.

16.3.3 Senior nurses on the senior nurse scale do not meet the definition for the flexibility allowance.

16.3.4 Theatre cleaners who are required to work beyond the rostered hours on a shift shall be paid T1.5 for the hours worked beyond the end of their rostered shift.

16. Meals and Rest Periods

16.1 All Staff

16.1.1 An Employee shall be allowed a rest period of ten minutes within each four hours of duty without deduction from pay.

16.1.2 After three and a half hours and before five and a half hours an Employee shall be allowed a one-half hour unpaid meal break, the timing to be in agreement with their supervisor. These meal breaks will be managed so as to ensure continuity of cover in each department. The Employer shall provide a light meal.

16.1.3 Where a manager deems that the workload is such that a meal break cannot be taken, a 30-minute unrelieved meal break at – T1.5 will be paid. A light meal will be provided for the employee to eat as and when it can be taken.

16.1.4 If the employer and employee cannot agree on the timing of breaks, an employer must provide breaks at the following times, so long as it's reasonable and practical:

2 – 4 hours	10 min paid rest break	In the middle of the work period
4 – 6 hours	10 min paid rest break	One-third of the way through the work period
	30 min unpaid meal break*	Two-thirds of the way through the work period
6 – 10 hours	10 min paid rest break	Halfway between the start of work and the meal break
	30 min unpaid meal break*	In the middle of the work period
	10 min paid rest break	Halfway between the meal break and the finish of the work period
10 – 12 hours	10 min paid rest break	Halfway between the start of work and the meal break
	30 min unpaid meal break	In the middle of the first 8 hours of work
	10 min paid rest break	Halfway between the meal break and the end of the first 8 hours of work
	10 min paid rest break	Halfway between the end of the first 8 hours of work and the end of the work period
12 – 14 hours	10 min paid rest break	Halfway between the start of work and the meal break
	30 min unpaid meal break	In the middle of the first 8 hours of work
	10 min paid rest break	Halfway between the meal break and the end of the first 8 hours of work
	10 min paid rest break	One-third of the way between the end of the first 8 hours of work and the end of the work period
	30-minute unpaid meal break	Two-thirds of the way between the end of the first 8 hours of work and the end of the work period
14 – 16 hours	10-minute paid rest break	Halfway between the start of work and the meal break
	30 min unpaid meal break	In the middle of the first 8 hours of work
	10 min paid rest break	Halfway between the meal break and the end of the first 8 hours of work
	10 min paid rest break	Halfway between the end of the first 8 hours and the second meal break
	30 min unpaid meal break	Halfway between the end of the first 8 hours and the end of work
	10 min paid rest break	Halfway between the second meal break and the end of work

17. Salary and Benefits

17.1 The minimum rates payable are set out in the schedule below. As per PERC outcomes which as at the date of commencement of this agreement are set out in Appendix 3 but may be varied during the term of this agreement, as per Appendix 2.

17.2 Senior Nurse

Senior Nurse Scale (exclusive of PDRP)	
Level	**Hourly Rate**
Level 1A (formerly Level 3 A)	$58.08
Level 1B (formerly Level 3 B)	$58.63
Level 2A (formerly Level 4 A)	$58.90
Level 2B (formerly Level 4 B)	$60.00
Level 3A (formerly Level 5 A)	$60.17
Level 3B (formerly Level 5 B)	$61.30
Level 4A (formerly Level 6 A)	$62.20
Level 4B (formerly Level 6 B)	$63.51
Level 1A (formerly Level 3 A)	$58.08
Level 1B (formerly Level 3 B)	$58.63

- Progression from Step A to Step B after 12 months in the role.
- Movement between levels shall be by appointment to a higher level position.
- Allowances 18.5.1 and 18.5.2 do not apply.
- Individuals holding dual positions eg. Day Stay RN and Pre-Assessment will have dual rates.

17.3 Nurse Practitioners

Nurse Practitioner (exclusive of PDRP)	
Level	**Hourly Rate**
Step 1	$67.75
Step 2	$72.03
Step 3	$74.60
Step 4	$80.62

- Progression through each step shall be annual on the employee's anniversary date of appointment, subject to satisfactory performance as assessed by the Employer.

17.4 Registered Nurse

Registered Nurse Scale	
Level	**Hourly Rate**
Step 1	$37.74
Step 2	$40.73
Step 3	$43.13
Step 4	$45.41
Step 5	$50.26
Step 6	$51.71
Step 7	$53.20
• Progression is by annual increment at anniversary date.	

17.5 Enrolled Nurse

Enrolled Nurse Scale	
Level	**Hourly Rate**
Step 1	$34.63
Step 2 > 2 years	$38.81
Step 3 > 5 years	$41.47

17.6 Healthcare Assistant

Healthcare Assistant	
Level	**Hourly Rate**
HCA (no formal qualification)	$32.24
HCA (Level 3- or 5-years' service at Grace)	$34.12
HCA Qualified (NZQA Level 4 or higher)	$36.00

17.7 Support Staff

Support Staff (Orderly/Cleaner / Kitchen and Café Assistant/ Laundry)	
Level	**Hourly Rate**
Step1 – No qualification	$29.30
Step 2 - Relevant Industry NZQA Level 3, or 5-years' service in the role	$31.46

17.8 Support Staff (other)

Support Staff (other)	
Level	**Hourly Rate**
Chef	$37.72
Cook	$32.05
Maintenance	$33.86

17.9 TSU Staff

TSU Staff	
Level	**Hourly Rate**
Unqualified Step 1	$30.80
Unqualified Step 2	$32.01
NZQF L4 Step 1	$34.33
NZQF L4 Step 2	$35.27
NZQF L4 Step 3	$37.73
NZQF L4 Step 4	$38.98
Team Leader	$44.54

17.10 Administrative Staff

Administrative Staff Scale	
Level / Step	**Hourly Rate**
Level 1 A	$30.11
Level 1 B	$30.64
Level 1 C	$31.94
Level 2 A	$31.33
Level 2 B	$31.87
Level 2 C	$33.17
Level 3 A	$34.40
Level 3 B	$34.94
Level 3 C	$36.24
Level 4 A	$36.86
Level 4 B	$37.40
Level 4 C	$38.70

- Progression from Step A to Step B will be automatic after 12 months continuous service in the current role .
- If the employee changes role, then the level they are placed on will be agreed between the employer and the employee.
- Progression to Step C will be automatic after five (5) years continuous service in the current grade.
- Movement between levels shall be by appointment to a higher level position.
- Levels 1C, 2C, 3C and 4C only come into effect from 19 January 2026.

17.11 Additional PDRP Level – Registered Nurse Per annum/pro rata

Level		Per annum/ pro rata	Hourly Rate
Level 2	(Competent)	$2000	$0.96
Level 3	(Proficient)	$3500	$1.68
Level 4	(Expert)	$6000	$2.88

17.12 Additional PDRP Level – Enrolled Nurse

Level	Per annum/ pro rata	Hourly Rate
Level 1	$2000	$0.96
Level 2	$3000	$1.44

17.13 Additional PRDP Level – Health Care Assistant (Per annum/pro rata)

Level	Per annum/ pro rata	Hourly Rate
Competent (Level 1)	$1000	$0.48
Proficient (Level 2)	$2000	$0.96

17.14 Additional PRDP Level – Theatre Sterilising Unit (Per annum/pro rata)

Level	Per annum/ pro rata	Hourly Rate
Competent (Level 1)	$1000	$0.48
Proficient (Level 2)	$2250	$1.08

17.15 Additional PRDP Level – Theatre Sterilising Unit (Per annum/pro rata)

Level	Per annum/ pro rata	Hourly Rate
NZQA Level 5 relevant qualification	$3,000	$1.44

18. Allowances

18.1 Call In Allowance

(Note this clause does not apply to casual staff)

18.1.1 Nursing Staff given less than 4 hours' notice or called after 8.00pm. to work the next morning will be paid an **$80** call in allowance.

18.1.2 All other Staff given less than 4 hours' notice or called after 8.00pm to work the next morning shall be paid a **$50** call in allowance.

18.1.3 When the Employer requires staff to be on call, an allowance of **$8.00 per hour** shall be paid.

18.1.4 If required to be on call on a public holiday, an allowance of **$10.00 per hour** shall be paid.

18.2 Return to Theatre

On any occasion where theatre staff are not on duty or have left the hospital and are contacted and asked to return to work for a patient in theatre, an allowance of $150 will be paid. Hours worked, will be at the appropriate penal rate and not less 3 hours minimum.

18.3 Annual Practising Certificate

18.3.1 The Employer will pay the cost of the Annual Practising Certificate for all nurses working for the Employer who worked 16 hours per week or more averaged over the preceding 12 months.

18.3.2 The employer will pay half the cost of the Annual Practicing Certificate for all nurses working for the Employer 16 hours or less per week.

18.4 Penal Shift Rates

This clause applies to employees where their shift is worked as specified in the table below, the rate will be applied and shown as an allowance on pay records.

Rates	Shifts and Days Attracting Rates
Base + T0.25	• Night duty Sunday to Thursday inclusive • After 8pm on an afternoon duty Monday to Friday inclusive
Base + T0.50	• Morning duties Saturday and Sunday • Afternoon duties Saturday and Sunday
Base + T 0.75	• Night duty Friday into Saturday • Night duty Saturday into Sunday

18.5 Higher Duties Allowance

18.5.1 Where an employee is nominated as Hospital Duty Manager, an allowance of **$5 per hour** will be paid for each hour the person acts as Duty Manager.

18.5.2 Where a staff member is nominated as a Shift Coordinator/Clinical Leader/Duty Leader an allowance of **$3** will be paid for each hour the person acts as a Shift Coordinator/Clinical Leader/Duty leader. This is payable to those acting in a Shift Coordinator/Clinical Leader/Duty Leader role when the team leader is present.

18.5.3 When an employee performs a role that is remunerated at a higher rate, than the employee's own position, an allowance shall be payable which shall be the difference between the current salary of the employee acting in the higher position and the minimum salary the employee would receive if appointed to that position. For clarification this higher duties allowance shall be paid to an employee who at the request of the employer, is substantially performing the duties and carrying the responsibility of a position graded higher than their own. Substantially is clarified at 70% of the positions requirements or at a rate mutually agreeable.

18.5.4 Only one of these allowances is applicable at any one time.

18.6 Split Duty Allowance

Where a duty is split by more than a two-hour break, the Employee will be paid a split shift allowance of **$30**.

18.7 Shoe Allowance

18.7.1 An allowance of **$180 (incl. GST)** shall be paid annually as a contribution to the purchase of suitable footwear upon proof of purchase being shown.

18.7.2 Employees working in theatre, kitchen or TSU will have appropriate footwear supplied.

18.8 Chef/ Cook Allowances - City and Guilds

Qualification	Hourly Rate
706/1 City and Guilds or NZQA Level 3 qualification elevant to role, or 5 years' service in the role	$1.30
706/2 City & Guilds or NZQA Level 4 qualification relevant to role	$2.00

18.9 Maintenance Qualification Allowance

Qualification	Hourly Rate
NZQA Level 3, or 5 years' service in the role	$1.30
NZQA Level 4	$2.00

18.10 Boot and Tool Allowance

An allowance of **$11.50 per week** will be paid to the maintenance person for tools and footwear.

18.11 Uniform Allowance

An allowance of **$150 (inc GST)** shall be paid annually as a contribution to the purchase of suitable clothing stipulated by, but not provided by the employer, upon proof of purchase being provided.

18.12 Professional Body Fees

For employees working in TSU whose sole place of work is at Grace Hospital, on receipt of an expense claim form with evidence of fees paid, the Employer will reimburse the employee for New Zealand Sterile Services Association fees to the maximum of $60.00 p.a.

18.13 Endoscopy Allowance

When a Sterilising technician covers the role of an Endoscopy technician within part of their shift, they shall be paid an allowance of $1.50 per hour for those hours working in the Endoscopy Unit.

19. Overtime and Penal Time

19.1 *Prior to ratification:*

19.1.1 For 8-hour shifts – overtime at T1.5 will be paid for hours worked between 8 and 10 hours. Shifts longer than 10 hours, will be paid at double time (T2) for the hours in excess of 8.

19.1.2 For 10-hour shifts – overtime at T1.5 will be paid for hours worked in between 10 and 12 hours. Shifts longer than 12 hours, will be paid at double time (T2) for the hours in excess of 10.

1**9.2** From the date of ratification:

19.2.1 For 8-hour shifts – overtime at T1.5 will be paid for hours worked between 8 and 9 hours. Shifts longer than 9 hours, will be paid at double time (T2) for the hours in excess of 8. Such overtime shall not be payable when an employee agrees to work extended shifts on fewer days (e.g. 10 hour duty, 4 duty week) to achieve a shorter working week.

19.2.2 For 10-hour shifts – overtime at T1.5 will be paid for hours worked in between 10 and 11 hours. Shifts longer than 11 hours, will be paid at double time (T2) for the hours in excess of 10.

19.3 Excess hours over 40 hours per week shall be overtime and paid at the rate of T1.5, unless that overtime is paid at T2 due to clause 19.2.1 or 19.2.2 applying.

19.4 No time worked shall qualify for both overtime and penal time.

19.5 No overtime shall arise out of an arrangement mutually agreed between Employee and Employer. All interchange of duties shall be notified to and subject to approval by the Employer.

19.6 An Employee shall, wherever practicable, be allowed a minimum break of nine consecutive hours off duty, between the work of successive duties. Where an Employee received less than the minimum break, except in the situation where the Employee has requested a shorter break eg. a short turn around shift, the Employee shall be paid at the appropriate ordinary rate for all hours worked after the break until the Employee is released from duty for a period of at least nine consecutive hours plus a call-in allowance of **$80**.

20. Annual Leave

20.1 Employees shall be entitled to a minimum of four (4) weeks' annual leave as provided for in the Holidays Act 2003. Staff with more than five (5) years' service at Evolution Southern Cross Ltd, shall earn five (5) weeks per annum, from their next anniversary date. Nurse Practitioners shall be entitled to five (5) weeks annual leave from commencement.

20.2 At the discretion and direction of the Employer, Employees may be required to take a maximum of 2 weeks (pro rata) of their annual leave entitlements during the closure of the hospital, either at Christmas/New Year or at any other time for the purposes of rebuilding or refurbishing the hospital, or due to the impracticability of reopening the hospital part way through a week. If the Employee does not have enough annual leave to cover this period, the Employer will consult with the Employee on how to handle the time off. This may include the Employee taking leave without pay or leave in advance.

For any periods of closure other than described above Evolution Southern Cross will consult with the NZNO Organiser who is the official representative for NZNO members.

20.3 With the exception of school holidays and public holidays (including Easter and Christmas), responses to annual leave requests should be provided within a reasonable time of the request being made. Up to 21 days will generally be regarded as reasonable. Where extenuating circumstances exist, the employee should be advised of the reason for the delay in response within 21 days of the request and provided with an indication of the likely time frames for a decision to be advised.

20.4 Notwithstanding the provisions of 20.2 and 20.3 every employee shall be entitled to request a continuous period of annual leave of two weeks, as provided by the Holidays Act. Generally, such period would be at the Christmas closure.

20.5 Anticipated leave before an Employee's leave year entitlement shall not be unreasonably withheld.

20.6 Where staff have accumulated a significant annual leave balance, the employer may instruct the employee to take sufficient annual leave to reduce that balance to less than 6 weeks.

20.7 Casual Employees shall be entitled to annual leave which will be paid to the employee in each pay period that the employee works, at a rate of 8% gross earnings. This payment will show as a holiday pay component in the employees' pay.

20.8 Leave for staff working qualifying shifts

In any 12-month period employees shall be entitled to up to five additional days annual leave based on the number of qualifying shifts worked.

The entitlement will be calculated on the annual leave anniversary date. Qualifying shifts are defined as a shift which involves at least 2 hours work performed outside the hours of 8.00am – 5.00pm, excluding overtime.

Number of qualifying shifts per annum	Number of days additional leave per annum
121 or more	5 days
96 – 120	4 days
71 – 95	3 days
46 – 70	2 days
21 – 45	1 day

20.8 Holiday pay will be paid in the period that the holiday is taken.

21. Long Service Leave

21.1 After a period of ten years continuous service from 1 July 2006, at any hospital owned by Evolution Southern Cross Ltd, an employee will be entitled to one week's long service leave. There after every five years, one week's long service leave. Such leave is to be taken within 12 months of becoming eligible. The employee will be notified when the entitlement becomes due. Where clause 21.4 applies no entitlement under this clause will apply.

21.2 All such special holidays provided for in sub-clause 21.1 of this clause shall be on ordinary weekly pay as defined by the Holidays Act 2003, and may be taken in one or more periods and at such time or times as may be agreed by the Employer and the Employee.

21.3 If an Employee having become entitled to a special holiday leaves his/her employment before such holiday has been taken, the Employee shall be paid in lieu thereof.

The provisions of this clause shall not apply where an Employee has become or becomes entitled to an alternative long service scheme which is not less favourable to the Employee than the foregoing.

21.4 Staff employed prior to June 30, 2006, shall be entitled to a special holiday of two weeks after the completion of 15 years' service, a special holiday of three weeks after 25 years' service and a special holiday of four weeks after 35 years' service and a special holiday of 5 weeks after 40 years' service. Such periods of leave need to be taken within 12 months of becoming eligible. The employee will be notified when the entitlement becomes due.

21.5 If an employee does not take their long service leave within 12 months of becoming entitled to the leave, the employer will notify the employee and will exchange the leave entitlement for payment. For staff already in receipt of LSL entitlements the 12 months is effective from the date of this agreement.

22. Public Holidays

22.1 Evolution Southern Cross Ltd. provides care on a 24 hour, seven days a week basis. Therefore some staff will be required to work on public holidays.

22.2 The following shall be observed as holidays without deduction from pay: Christmas Day, Boxing Day, New Year's Day and the day following, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the birthday of the Reigning Sovereign, Matariki, Labour Day, the Anniversary Day of the Province or the day observed in the locality in lieu thereof.

Should a holiday fall on a Saturday or Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

22.3 Should any of the holidays specified in sub-clause 22.2 of this clause occur during the currency of the Employee's annual holiday, then such annual holiday shall be extended by one day for every such holiday and the Employee shall be paid for every such day.

22.4 Where an employee is required by the employer to work a public holiday s/he shall be entitled to an alternate holiday. In addition, if that holiday falls on a day other than Saturday or Sunday, s/he shall be paid at time and a half.

22.5 Where an Employee who is rostered to work on a public holiday does not present for work, the Employee shall not be entitled to any payment.

22.6 An Employee employed part-time shall not be paid for any holiday, which falls on a day of the week on which the Employee is not normally employed. Where a part-time Employee works the day on which the public holiday falls on an irregular basis and has worked three out of five or four out of seven of the previous weeks on the day on which the public holiday falls, the Employee will be paid a public holiday.

22.7 Where a public holiday is observed on other than a Saturday or Sunday and the public holiday falls on the rostered day off of a full-time Employee, the Employee shall be either paid an ordinary days' pay or allowed an alternate paid holiday. Such additional holiday shall be:

(i) Paid at the Employee's relevant hourly rate only, and;

(ii) Taken within twelve months of the public holiday concerned on a day to be mutually agreed.

23. Sick Leave

23.1 After six months of continuous employment, the employee shall be entitled to sick leave according to the provisions of the Holidays Act 2003. That is 10 days for each 12 months of service. The sick leave maybe accumulated up to 20- days. Legislative sick leave will be paid at the employee's normal rate for that shift.

23.2 In addition the employer will provide another 5 days per year for each full time employee and pro rata entitlement for part time employees after 6 months service. Employer provided sick leave may be taken for the same reasons as legislative sick leave. Employer provided sick leave may be accumulated up to 60 days for full time employees (pro rata for part time employees). Employer provided sick leave will be paid at base rate.

23.3 Where the employee has taken sick leave and has been absent from work for at least three consecutive rostered days, the employer may require the employee to provide a medical certificate, and further certificates (at not more frequent intervals than fortnightly) in the case of extended illness, at the employees cost. The employer may require the employee to provide a medical certificate within the three consecutive rostered days, at the employers cost.

23.4 The Employee shall advise the Employer as soon as practicable of inability to work because of sickness. Only in exceptional circumstances shall notice be given after the time for commencement of duty.

23.5 Sick pay shall have no cash value other than for sick leave.

23.6 Casual employees who average over 10 hours per week over the previous six months are entitled to sick leave in accordance with section 23.1 and 23.2. The way in which this is applied practically is that sick 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.

23.7 The employer agrees that if an employee has not had six months of continuous employment, that on written application (which includes email and can be retrospective), it may advance sick leave to accommodate special needs.

24. Bereavement Leave

24.1 Paid leave of up to two weeks shall be allowed to an Employee on the death of the Employee's spouse (including de facto spouse) or child (including miscarriage or stillbirth).

24.2 Paid leave of up to one week shall be allowed to an Employee on the death of the Employee's sibling or parent or parent-in-law or grandparent or grandchild.

24.3 Paid leave of up to three days shall be allowed to an Employee where the Employee is responsible for making funeral arrangements.

24.4 The Employer agrees that on written application (which includes email and can be retrospective.) it may grant bereavement leave to accommodate special needs, for example, close personal relationship not recognised in the preceding sub clauses.

24.5 Casual employees are entitled to bereavement leave in accordance with section 21. The way in which this is applied practically is that 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 bereavement.

25. Parental Leave

25.1 Parental leave shall be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 and Amendments. ("The Parental Leave Act").

25.2 Employees who meet the statutory eligibility criteria for primary carer leave and receive primary carer leave will be paid an additional 15% of gross earnings per fortnight for 12 months from when they return from leave to permanent employment.

26. Domestic Violence Leave

26.1 Evolution Southern Cross is committed to providing support to employees so that they may lead violence free lives.

26.2 Refer to the Grace Hospital Domestic Violence Policy found on the intranet.

27. Jury Service

27.1 Where an Employee is obliged to undertake jury service, the difference between the fees (excluding reimbursing payments, if any) paid by the Court and the Employee's ordinary rate of pay shall be made up by the Employer, provided:

(i) The employee must give notice of the date of the jury service as soon as possible.

(ii) That the employee produces the court expenses voucher to the employer.

(iii) That the employee returns to work immediately on any days not actually serving on a jury and would have been rostered.

27.2 These payments shall be made for up to a maximum of ten days in respect to each separate period of jury service.

27.3 For service on cases that exceed two weeks the employee can apply for an extension of paid jury leave.

27.4 The employer will not unreasonably decline jury leave but require prior consultation to determine feasibility, due to operational demands.

28. Study Leave

28.1 The Employer recognises the need for nursing and other professional Employees to maintain professional and academic standards relevant to their employment and will facilitate an annual education programme.

28.1.1 Staff working on preparing a portfolio, are entitled on application to one paid day within three months of submission of their PDRP Portfolio.

28.1.2 Staff who hold a PDRP portfolio may apply to use up to 8 hours discretionary study leave in any year that is not the year of submission of the portfolio, for the purposes of maintenance of the portfolio.

28.2 As a minimum commitment to maintenance of professional and quality standards at the hospital, each Employee shall attend at least 4 such "in-service" educational/training sessions per annum.

28.3 Paid Study Leave is available to nursing and other professional Employees who have completed 6 months' continuous employment with the employer on the following basis:

(i) Employees who work more than 0.6 FTE (as determined by actual hours worked during the previous year, divided by 2080) shall be given 20 hours study leave, except Nurse Practitioners who shall be given a minimum of 40.

(ii) Four hours will be at the discretion of the Employer to cover compulsory courses.

(iii) Sixteen hours will be at the discretion of the Employee, provided the course is approved by the Employer and relates to the nature of the Evolution Southern Cross business.

(iv) Employees who work less than 0.6 FTE shall be given 4 hours compulsory study leave, plus 16 hours on a pro rata basis.

(v) Study leave will be paid at ordinary rates and shall not accumulate from one year to the next.

28.4 Application for paid leave will be made on the appropriate study leave forms.

28.5 Following application by the Employee, the Employer shall at its absolute discretion determine whether an Employee should attend an educational course and shall approve attendance or otherwise with or without pay and/or expenses.

28.6 The Employer will consider applications for course fees and expenses based on relevance and estimated contribution to the Employer's business.

28.7 Where the Employer instructs staff to attend a course or other education, that time will not be deducted from the employees education entitlement, other than as outlined in 25.3.(ii).

28.8 Other staff will be granted leave as required and negotiated with the Employer.

29. Health Insurance

29.1 Employees for themselves and their immediate family may purchase a Southern Cross Insurance Policy at the Southern Cross Healthcare discount rate.

29.2 After 12 months of employment and then annually, an employee who works an average of 16 hours per week or more (over the preceding 12 months) may claim partial reimbursement of medical insurance premiums for the previous year to the amount of $650.00. This can be claimed by the employee upon production of an expense claim form, and this extends to all medical insurance providers.

29.3 In addition the employer will provide a 20% discount of up to $2000 of the hospital costs, in any calendar year for any procedure that the Employee has in any healthcare facility operated by the Employer. Such cost to cover accommodation, theatre charges & sundries, but excludes surgeon fee, anaesthetist fee and any other incidentals.

30. Disciplinary Codes

The Employer's discipline and dismissal procedures are set out in the Employer's Disciplinary Policy and Procedure. All disciplinary and dismissal matters will be dealt with fairly, promptly, consistently and in conformity with the prescribed procedures.

31. Resolution of Employment Relationship Problems

It is accepted that issues should be settled in house if at all possible. If an Employee has a concern about the manner in which they are being treated they should advise their manager so that the problem can be resolved in an amicable, professional and timely manner.

The employee may wish to speak to a delegate. Any disputes or problems relating to the employment relationship including the interpretation, application or operation of this agreement or any personal grievance is to be resolved using any or all of the services outlined in Appendix 1.

32. Partnership Working Forum

32.1 Introduction

32.1.1 The parties to this collective agreement recognise they have a mutual interest in ensuring that health services are provided professionally, efficiently and effectively, and that each has a contribution to make in this regard.

32.1.2 Regular consultation between the employer, its employees and the NZNO is essential on substantive matters of mutual concern and interest. Effective communication between the parties will allow for:

(a) improved decision making,

(b) greater cooperation between employer and employees; and

(c) a more harmonious, effective, efficient, safe and productive workplace.

31.1.3 Therefore the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.

31.1.4 The Employer accepts that NZNO delegates are the recognised channel of communication between NZNO and the employer in the workplace.

31.1.5 Prior to the commencement of any significant change to staffing, structure or work practices, the employer will identify and give reasonable notice to employees who may be affected and to the NZNO to allow them to participate in the consultative process so as to allow substantive input.

31.1.6 Where an employer receives an indication of potential significant changes, they undertake to advise staff and the NZNO as soon as practicable of the possibility of these changes.

32.2Consultation

32.2.1 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.

32.2.2 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.

32.2.3 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.

32.2.4 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.

32.2.5 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.

32.2.6 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.

33. NZNO Delegates

The Employer accepts that NZNO delegates are the recognized channel of communication between NZNO and the Employer in the workplace.

(a) Accordingly paid time off (at ordinary time rates) shall be allowed for delegates to attend meetings with management, consult with NZNO members, other workplace delegates and NZNO officials, to consult on and discuss issues such as management of change and staff surplus, and provide employee representation.

(b) Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld. The amount of paid time off and facilities provided shall be sufficient to enable delegates to give adequate consideration to the issues in the workplace.

(c) Where recognised workplace activities are required outside working hours, delegates will apply to management to be paid at ordinary rates. This payment will be at management discretion.

34. NZNO Meetings

34.1 NZNO members shall be entitled to two meetings (each of a maximum of two hours duration) paid time off to attend NZNO meetings in each calendar year provided that each of the following conditions are fulfilled:

(i) At least 14 days' notice of the meetings shall be given.

(ii) Work shall resume as soon as practicable after the finish of the meeting.

(iii) NZNO will consult with the employer to ensure that the employer's business is able to be maintained during any NZNO meeting.

(iv) Only members who attend a meeting and were rostered on duty shall be entitled to pay in respect of that meeting.

(v) NZNO shall provide the employer with a list of members who attended and the finish time of the meeting.

34.2 The provisions of this clause shall be inclusive of (but not in addition to) any legislative entitlement to paid union meetings.

35. Access to the Workplace

35.1 The authorised NZNO representative shall be entitled to enter the workplaces at reasonable times, in a reasonable way and in compliance with health and safety requirements, for purposes related to the employment of its members and/or the Union's business.

35.2 When the NZNO representative enters the workplace they will advise the manager they are entering the workplace and if the manager is not present the NZNO representative will leave written notice of the visit.

35.3 The employer recognises that it may not unreasonably deny a NZNO representative access to a workplace.

36. Union Representatives' Education Leave

Paid leave with days calculated in accordance with the formula in section 74 of the Employment Relations Act shall be granted by the Employer.

37. Deduction of Union Fees

37.1 Where NZNO union fee deductions are applicable the Employer shall deduct union fees in such amounts and at such intervals as directed by the Employee for NZNO and authorised by NZNO.

37.2 The Employer will pay such union fees to the NZNO on behalf of the Employees.

38. Harassment

The parties to this agreement acknowledge that harassment in any form is unacceptable in the workplace. Evolution Southern Cross policies on harassment shall apply.

39. Health and Safety

39.1 Health and Safety Committee – Quality Forum

The Quality Forum (or successor committees) exists to:

(i) Consider and act upon workplace safety and health issues that arise;

(ii) Participate in the development and implementation of safety procedures and health programs for the workplace.

39.2 The Committee will have joint management/employee/NZNO representation.

39.3 Health Screening: The employer recognises their responsibility to provide appropriate health screening for at risk staff and to develop and implement policies and protocols for the management of occupational health issues relevant to all staff including communicable diseases.

39.4 Employees shall comply with Evolution Southern Cross Ltd.'s Health and Safety policies, processes and with legislation. The employer will ensure that all employees are provided with training, personal protective equipment where required and will provide and maintain a safe working environment.

39.5 Employees will take all practicable steps to ensure the health and safety of themselves and others while at work.

40. Hearing and Vision Tests

The employer will provide each employee in TSU with an annual hearing test and vision test at a cost to the employer.

41. Time Off to Vote

Reasonable time off on pay shall be granted to an employee to enable them to vote when required to work on Election Day in accordance with section 98 of the Electoral Act -1993. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.

42. Accidents

Where an employee is injured through an accident while working and the injury sustained by the employee necessitates immediate removal to a hospital, or to a medical practitioner for medical attention and then to a hospital, or to their residence (medical attention away from the residence not being required), the employer is to provide or arrange for the necessary transport, pay all reasonable expenses for the meals and lodging incurred by or on behalf of the employee during the period she/he is transported, and claim reimbursement from ACC.

43. Access To and From the Hospital

Any Employee leaving the premises during a shift other than hospital business must notify their manager or duty manager upon departure and return. In keeping with health and safety requirements, staff entering hospital premises outside normal duties, must notify the duty leader.

44. Confidentiality

All Employees are required to keep information about the business of the Employer, and its clients and other Employees confidential, unless the Employee has obtained the express consent of the Employer.

45. Employment Protection Provision

In the event that the Employer enters into an arrangement whereby a new employer will undertake work currently undertaken by the Employees, the Employer will negotiate with the new employer about whether the affected employees will be offered employment and on what terms and conditions.

46. Redundancy

46.1 **Definition:** "Redundant Employee" means an Employee (including Employees on parental leave or leave without pay for less than three (3) months) whose employment is terminated as being surplus to existing requirements by reason of the closing down or re-organisation of the whole or part of the Employer's operations or by amalgamation of the Employer's operation with the operation of another Employer.

46.2 An Employee shall not be deemed to be redundant or claim to be technically redundant if:

(i) Immediately prior to termination he/she is employed on a casual, fixed-term or temporary basis.

(ii) He/ she is offered suitable alternative employment or the same terms and conditions, on the same site or complex or on another site or complex in the Tauranga region and he/ she refuses such an offer.

(iii) The closure is attributable to war, earthquake, civil disobedience, strike, stoppage or other industrial action.

(iv) He/ she accepts employment with another employer at the Hospital on conditions no less favourable than his/ her existing conditions and in the same capacity or in a capacity, which the Employee is willing to accept.

46.3 The Employer shall make all reasonable endeavours to enable mutually agreed redeployment of redundant Employees.

46.4 If a redundant Employee cannot be redeployed, and that Employee has been employed for at least one year, that Employee will be entitled to 4 weeks' notice (or payment in lieu) and a redundancy payment of four weeks' pay plus two weeks' pay for each further completed year of continuous employment with the Employer. The maximum redundancy payment payable to an Employee under this clause shall equate to twelve weeks pay. "Weekly Pay" for the purposes of this clause shall be calculated by taking the total weekly taxable pay during the 12 months immediately preceding the date of termination and dividing the sum by 52.

47. Other Employment and Conflicts of Interest

47.1 To ensure the Employer and employees meet their respective health and safety responsibilities, as described in the employer's code of conduct, the employee must notify the employer, and discuss the individual circumstances, if they are employed by an alternative employer.

47.2 Further the employee must bring to the attention of the employer, any matter that may be a potential conflict of interest that may arise as the result of that employment. Failure to do so will be investigated and may result in disciplinary action.

47.3 The code of conduct describes the receiving of gifts; employees must report any gift to their manager immediately to determine appropriateness. Most gifts received are added to a hospital wide pool for distribution amongst all employees. Failure to comply with this clause will be investigated and may result in disciplinary action.

48. Professional Indemnity Insurance

48.1 The Employer will provide all clinical staff involved in the provision of direct patient care with professional indemnity insurance to cover the investigation, defense and settlement of any matter covered in the policy, and costs incurred in connection with any legal proceedings, inquiry, dispute or disciplinary action arising from any circumstance during employment with the Employer. The limit of indemnity is $250,000 for any one claim and $500,000 per person in aggregate in the insurance year.

48.2 The Employer will also maintain general liability insurance in respect of accidental personal injury or property damage caused by all employees arising from activities performed in the scope of their duties under the agreement.

48.3 Both insurances are subject to the terms, conditions, limits and exclusions of the policies.

49. Equity Claim Commitment

Evolution Southern Cross agrees to enter into negotiations with NZNO (within 6 weeks) in the event of a pay equity settlement resulting in better terms and conditions than those currently outlined in this collective.

50. Completeness

The parties to this agreement hereby acknowledge this agreement, the terms and conditions of this agreement express the entire understanding and agreement between them.

Signatories

.... **Date**

Mark Watson
General Manager
Evolution Southern Cross Ltd
T/A Grace Hospital

Witnessed by:

..... **Name**

..... **Signature** ..... **Date**



24/03/2026 **Date**

Simon Oosterman
Private Hospital Industrial Advisor
NZNO

Witnessed by:

Bradley McNamara **Name**



24/04/2026 **Date**

Appendix 1

Taken from Employment Relations Act 2000 – Second Schedule.

Resolution of Employment Relationship Problem

You will find set out in this Schedule information relating to the services available to you for the resolution of employment relationship problems and the time limit you have to raise a personal grievance.

What is an employment relationship problem?

Employment relationship problems include:

a) unjustifiable dismissal.
b) unjustifiable action resulting in a disadvantage.
c) discrimination.
d) sexual or racial harassment.
e) duress.
f) withholding or failing to pay wages, salary or any other benefit.
g) failing to comply with the terms of your employment agreement.

Internal Services

If you believe that you have an employment relationship problem, you should first discuss the problem with your manager.

It is important that you discuss the problem with your manager at the earliest opportunity. However, if you do not wish to discuss the problem with your manager or after discussions the problem has not been resolved, you should seek assistance from one or more of the external services set out below.

External Services

The Ministry of Business, Innovation & Employment (MBIE) - Help employers and employees make the Employment Relations Act 2000, and thus your employment relationship work. The services they provide are:

- **Information** – The MBIE's labour information website provides information to help resolve disputes. It can also clarify your employment rights and obligations.
- **Mediation** – Either party has the right to ask the MBIE to mediate an employment relationship problem. This is where a neutral mediator sits down with the parties and tries to help them resolve the issue. MBIE has a free mediation service. To access mediation, call free on 0800 20 90 20.
- **Inspectorate -** The Labour Inspectorate can assist you if the statutory minimum terms and conditions of employment, such as holidays and minimum wages have not been complied with.

Employment Relations Authority (ERA) - Occasionally disputes cannot be resolved with mediation. That is where the Employment Relations Authority can help by formally investigating the issues and make a decision.

Employment Court - If either party are not satisfied with a decision by the Employment Relations Authority, then they are entitled to take a case to the Employment Court.

Raising a Personal Grievance

If the employment relationship problem is an alleged personal grievance you must make the Employer aware of the personal grievance within 90 days of the date on which the action giving rise to the grievance occurred or came to your attention, whichever is the later.

Appendix 2 - Position Evaluation Review Committee (PERC)

- The PERC will consist of six people in total, three from ESX and three from NZNO. One must be the General Manger and one must be the NZNO Site Organiser.
- The Committee can co-opt an appropriate manager to represent the area of the organisation being assessed.
- The Committee will meet as required.
- The primary function will be to scope new positions, changed job descriptions, and documenting its findings. Submission for review and appeals is via written request.
- The PERC will use "PERC Evaluation Scoring Tool" document (17 May 2021) for completing its assessment, and,
- The Committee will utilize an external consultant if necessary to complete the evaluation process.

1. Grace has the right to determine designated senior nursing positions in line with the agreed job scoping process.
2. If Grace establishes that an existing nursing role with a new position description should be placed on the senior nurse scale, PERC will determine at which step.
3. Where a totally new designated senior nursing role is created, outside of the current titles and descriptors, it will be directly referred to the PERC for scoping.

The parties to this CEA will evaluate the function and operation of the PERC as part of the bargaining process for the new agreement.

Appendix 3 – Selected Position Scales

Senior Levels	
Level 1 (Previous Level 3)	
JD.17	Nurse Practitioner Intern
JD.15	Pre Assessment Nurse
JD.84	Pre Assessment Nurse - Endoscopy Unit
Level 2 (Previous Level 4)	
JD. 59	Clinical Resource Nurse – Day Stay Unit
JD. 83	Clinical Resource Nurse - Endoscopy Unit
JD. 68	Clinical Resource Nurse – Perioperative
JD. 16	Clinical Resource Nurse – Ward
JD. 18	Orthopaedic Resource Coordinator
JD. 51	Safety Quality and Risk Facilitator
JD. 52	Educator
JD. 81	Educator - Perioperative
JD. 85	Perioperative Clinical Coordinator
Level 3 (Previous Level 5)	
JD.10	Team Leader – Ward
JD. 7	Team Leader – Day Stay Unit
JD. 6	Team Leader – Endoscopy Unit
JD. 30	Infection Prevention Control Clinical Nurse Specialist
JD. 54	Occupational Health and Safety Coordinator
JD. 8	Team Leader - Post Anaesthetic Care Unit
JD. 27	Perioperative Senior Clinical Coordinator
JD.10	Team Leader – Ward
Level 4 (Previous Level 6)	
JD.12	Duty Manager After Hours

Administration	
Level 1	
JD. 72	Data Entry Assistant
JD. 44	Customer Service Assistant
JD. 47	Healthcare Records Assistant

Level 2	
JD. 57	Receptionist
Level 3	
JD. 43	Administration Support
JD. 55	Billing and Estimating Assistant
JD. 39	Finance Administrator
JD. 69	People Services Administrator
JD. 49	Safety Quality and Capability Support
JD. 87	Perioperative Administrator
Level 4	
JD. 36	Administration Coordinator
JD. 41	Bookings Coordinator
JD. 50	Medical Records Coordinator
JD.82	Bookings and Outsourcing Coordinator

Supply Chain	
Level 3	
JD. 62	Supply Chain Coordinator
Level 4	
JD. 74	Supply Chain Lead

Other Positions

Pay scale	**JD UID**	**Role**
HCA	JD. 71	Health Care Assistant Perioperative
TSU	JD. 45	Endoscopy Technician
TSU	JD. 63	Orthopaedic Planning Coordinator
TSU	JD. 75	Loans Technician