

# **Canterbury**

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District Health Board

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Te Poari Hauora o Waitaha

And



**HOSPITAL SCIENTIFIC OFFICERS**

**COLLECTIVE AGREEMENT**

**4 APRIL 2017 TO 4 SEPTEMBER 2019**

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**CANTERBURY DISTRICT HEALTH BOARD AND APEX HOSPITAL SCIENTIFIC  
OFFICERS COLLECTIVE EMPLOYMENT AGREEMENT**

**PART ONE – APPLICATION OF COLLECTIVE EMPLOYMENT AGREEMENT**

**1.0 PARTIES to this Collective Employment Agreement shall be:**

**Canterbury District Health Board**  
(‘the Employer’)

AND

**Association of Professional and Executive Employees** (‘the Union’ or  
‘APEX’)

- 1.1 The parties agree that any Employee, whose work is covered by this Agreement and who is engaged by the Employer between the date this Agreement comes into effect and the expiry date shall be offered in writing the opportunity for this Agreement to apply to them. The new Employee shall, from the date of becoming a union member, be entitled to all the benefits, and be bound by all the obligations, under this Agreement.

The name of any new Employee to whom this Agreement applies by virtue of the operation of this sub Clause shall be deemed covered by this Agreement.

- 1.2 This Agreement shall apply to Employees who are employed as scientific officers and engaged to undertake scientific work.

This Agreement shall not apply to Employees who are employed as Respiratory Technologists/Scientists, Cardiac Technologists/Technicians/Scientists, Sleep Technologists/Scientists or Medical Physicists.

**2.0 INTERPRETATIONS**

In this Agreement, unless the context otherwise requires:

“**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.

“**Current Continuous Service**” shall refer to the period of current unbroken full-time or part-time service with the Employer and, within New Zealand, with the Department/Ministry of Health and other Hospital Boards/Area Health Boards/Crown Health Enterprises, Hospital and Health Services, and District Health Boards, from the date of commencement of employment up to the current reference time. However service shall not be deemed to be broken by a break in employment of up to three months.

“**District Health Board**” (DHB) means an organisation established as a

District Health Board under Section 15 of the NZ Public Health and Disability Act 2000.

**"Full time Employee"** means an Employee who works not less than the "ordinary" or "normal" hours set out under "hours of work" in this Agreement.

**"Part-time Employee"** means an Employee, other than a casual Employee, who works on a regular basis but less than the ordinary or normal hours prescribed in this Agreement.

**"Scientific Officer"** means, an Employee with a university post-graduate qualification who is appointed to a designated scientific officer position which principally involves "scientific work".

**"Scientific Work"** means research, advisory, teaching and/or development or specialist scientific duties of such a scientific nature as to require the possession and utilisation of a post-graduate university degree in order that they may be properly performed.

## **PART TWO - PROVISIONS RELATING TO HOURS OF WORK**

### **3.0 HOURS OF WORK**

- 3.1 Unless as provided for in clauses 3.1.1, 3.1.2 or 3.1.3, ordinary hours of work shall be 40 hours per week and not more than eight hours per day with two consecutive days off. Each daily duty shall be continuous except for meal periods and rest breaks. Provided, however, that in emergency circumstances, the Employer may require an Employee to work at other times and for periods other than those specified.
- 3.1.1 Alternatively, ordinary weekly hours of work shall be 80 per fortnight and not more than 8 hours per day with four days off in every 14. No more than 6 consecutive days shall be worked without 1 day off and the other 3 days off shall be consecutive. Each daily duty shall be continuous except for meal periods and rest breaks.
- 3.1.2 Alternatively, ordinary weekly hours of work shall be 80 per fortnight and not more than 8 hours per day with 4 days off in any 14 day period. The days off shall consist of 2 periods of 2 consecutive days each. No more than 10 consecutive days shall be worked at any one time. Each daily duty shall be continuous except for meal periods and rest breaks.
- 3.1.3 Alternatively, ordinary weekly hours of work shall be 40 per week in 4 consecutive 10 hour days. Employees employed under this provision shall not be paid overtime until they have worked 10 hours per day or 40 hours per week. Each daily duty shall be continuous except for meal periods and rest breaks.
- 3.2 Current Employees can only have their hours of work altered by agreement. Employees agreeing to alter their hours of work to those specified under Clauses 3.1.1, 3.1.2 or 3.1.3 shall be required to record their agreement in writing. Where any proposed alteration affects the established roster, agreement must be gained from all affected Employees.
- 3.3 Employees have the right to seek the advice of their union or to have the union act on their behalf before signing any such agreement.
- 3.4 The normal working week shall commence on Monday at the normal starting time of-the Employer.

## **4.0 MEAL PERIODS AND REST BREAKS**

- 4.1 Except when required for urgent or emergency work and except as provided in Clause 4.2 no Employee shall be required to work for more than 5 hours continuously without being allowed a meal break of not less than half an hour.
- 4.2 An Employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time.
- 4.3 Except where provided for in Clause 4.2 an Employee unable to take a meal after 5 hours' duty shall be paid at time-half rate (T 0.5) in addition to normal salary from the expiry of 5 hours until the time when a meal can be taken.
- 4.4 During the meal break or rest breaks prescribed above free tea, coffee, milk and sugar shall be supplied by the Employer. Where it is impractical to supply tea, coffee, milk and sugar free of charge, an allowance of \$1.48 per week in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay.
- 4.5 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.

## PART THREE - RATES OF REMUNERATION

### 5.0 SALARIES AND WAGES

The following salaries are for full-time employees. Employee's working less than full-time shall be paid on a pro-rata basis.

#### 5.1 Hospital Scientific Officers

	4 July 2016	4 April 2017	4 April 2018
16	\$107,374	\$109,521	\$111,711
15	\$104,477	\$106,567	\$108,698
14	\$101,710	\$103,744	\$105,819
13	\$98,813	\$100,789	\$102,805
12	\$96,151	\$98,074	\$100,035
11	\$92,793	\$94,649	\$96,542
10	\$89,433	\$91,222	\$93,046
9	\$86,075	\$87,797	\$89,553
8	\$82,714	\$84,368	\$86,055
7	\$79,355	\$80,942	\$82,561
6	\$75,994	\$77,514	\$79,064
5	\$72,634	\$74,087	\$75,569
4	\$69,274	\$70,659	\$72,072
3	\$65,577	\$66,889	\$68,227
2	\$63,036	\$64,297	\$65,583
1	\$60,006	\$61,206	\$62,430

New Employees shall be paid on the basis of skills, knowledge and experience. The minimum step for an employee with a PhD shall be Step 2.

#### 5.2 Progression

5.2.1 Progression through the scale from step 1 to step 4 shall be by way of automatic annual increment

##### 5.2.2 Additional Step

- a) Progression from the top automatic salary step to the additional progression step (Step 4 to Step 5) is dependent on the achievement of mutually agreed objectives, which are set prospectively when the employee reaches the top automatic salary step. This would normally occur in conjunction with the employee's annual performance review.
- b) The employee will write to the team leader/ manager requesting a meeting to set objectives. In the event that the manager and the employee cannot agree on the objectives the employee may consult with APEX. If there is still no agreement the manager will set the objectives. This objective setting process is to be completed in three months of the employee requesting the meeting.



- c) Progression will not be denied where the employer has failed to engage in the objective setting process and/ or the assessment of whether or not the objectives have been achieved. The assessment shall commence 12 months after the objectives have been set with any movement arising from this assessment being back dated to 12 months from the date the employee wrote to his/her team leader/ manager under b) above.
- d) Progression occurs not earlier than the anniversary date of the employee's movement to the top automatic step.

Progression to the additional progression step is not available to employees who are below the top automatic salary step.

### 5.2.3 Progression to Step 6 and beyond i.e. above automatic steps

The Employer shall conduct an annual performance review and shall determine the salary that is to be paid to an Employee, taking into consideration the recommendation of the person to whom the employee directly reports on a day-to-day basis and any other supporting documentation supplied by the Employee or representations made by or on behalf of the Employee but subject to the approval of the appropriate divisional General Manager. The Employee shall be given the opportunity to provide information to the person to whom the employee directly reports on a day-to-day basis, to be provided to the divisional General Manager before she/he makes a decision as to whether to approve the recommendation. The determination of salary shall take into consideration:

- (a) Employee Qualifications i.e. whether the employee has a PhD;
- (b) Job content;
- (c) Complexity;
- (d) Employee performance;
- (e) Benchmarking with external and internal positions that involve similar duties;
- (f) Level of expertise and contribution to the Employer's business taking into account the following criteria –
  - (i) International expert
    - (a) International expert/reference in a defined specialist field with publications of international standard; and
    - (b) Site expert in a highly complex scientific field that has a high impact on clinical service delivery. Regular publications of international standard.
  - (ii) National Expert
    - (a) National expert/reference in a defined specialist field with many publications of international standard; and

- (b) Site expert in a complex scientific field that has a high impact on clinical service delivery.

(iii) Local Expert

- (a) Local expert in a specialist scientific field with regular publications; and
- (b) Provides a specialist scientific service to the hospital from a particular department – a local source of expert knowledge.

(g) Level of responsibility taking into account the following criteria:

Level one Management Skills

- (a) Manages (planning, leading, organising or controlling) a number of disciplines, services or units which require a level of scientific expertise. Manages many scientific and technical staff.
- (b) Site expert/reference in a specialist scientific field.
- (c) Determines service policies at a site management level.

Level two Management Skills

- (a) Manages, (planning, leading, organising or controlling) a single discipline, service or unit which requires a level of scientific expertise,
- (b) A site expert/reference in a specialist scientific field.
- (c) Advises on policy.

Level three Management Skills

Confined to laboratory scientific management.

Movement within the range may take into account one or more of the following criteria:

- (a) Change in nature of the position or position description.
- (b) Development of the position by personal merits by exceeding expected outcomes. This would include scientific output measures, quality assurance measures, reference measures, quantity measure, service measures or management, planning and policy measures.
- (c) Accrual of additional speciality skills and expertise or relevant professional qualifications.
- (d) Implementation of measurable efficiency gains.

- (e) Generation of revenue by 'spin off' applications.
- (f) Taking into account recruitment/retention and parity as well as relativity with other health professionals.
- (g) Taking into account the judgement and recommendation of the controlling officer.
- (h) Taking into account the recommendations of the performance appraisal.

### **Annual Performance Reviews**

Performance reviews shall be conducted on an individual basis at least once throughout each calendar year. Any Employee who has not had her/his review completed (with the person to whom she/he directly reports on a day-to-day basis) by 30 September in each calendar year shall advise that person in order to make mutually convenient arrangements for the review to be completed before the end of the calendar year. Wherever possible the Employee shall be advised in writing of the outcome of the performance review within one month of the review taking place.

- 5.3 **Specific Conditions** – the Employer recognises its responsibilities to provide adequate resources for its scientific staff to have their research and development work reviewed by peers at recognised scientific forums on a regular basis. To achieve this the Employer shall on an annual basis (during performance appraisals) discuss and plan with each scientific officer their requirements for training and attendance to seminar and conferences and agree how this can be scheduled.
- 5.4 Hospital Scientific Officers on full-time study leave with or without pay shall continue to receive annual increments to which they would otherwise be entitled.
- 5.5 Hospital Scientific Officers will commence within these scales as determined by the Employer according to their qualifications, experience, responsibilities and the size and nature of the job as determined by the position description for the position held.
- 5.6 Any salary review based on a position description shall ensure that the position description is reviewed annually to recognise the size, nature, and experience required for and associated with the position in the upcoming 12 months.

## **6.0 OVERTIME, PENAL RATES AND DUTY ALLOWANCES**

### **6.1 Definitions**

6.1.1 For calculation purposes, the normal hourly rate shall be one two thousand and eighty sixth (2,086) part, correct to three decimal places of a dollar, of the yearly rate of salary payable.

6.1.2 Overtime is time worked in excess of the daily duty as defined in 3 and all time, other than time for which a duty allowance is payable, worked on a Saturday, Sunday or public holiday, when such work has been properly authorised.

### **6.2 Overtime**

Subject to 6.4, overtime shall be paid at the following rates. In computing overtime, each day shall stand-alone.

6.2.1 In respect of overtime worked on any day, the employee shall be paid at the rate of one and one-half times the normal hourly rate of pay (T1.5) for the first three hours and at double the normal hourly rate of pay (T2) thereafter

6.2.2 Overtime worked from 2200 until 0600 from Sunday to Friday, or from midnight Friday to midnight Sunday/Monday, or on a public holiday shall be calculated at double the ordinary rate (T2).

### **6.3 Penal rates**

Subject to clause 6.4 penal time shall be paid at the following rates **in addition to normal salary:**

6.3.1 From midnight Friday/Saturday to midnight Sunday/Monday at half the normal hourly rate of pay (T0.5).

6.4 Overtime and penal time shall not be paid in respect of the same hours.

### **6.5 Eligibility restricted for Employees on Step 12 and above.**

6.5.1 For employees on step 12 and above, overtime and penal rates will only apply as outlined in 6.5.1 (a) and (b) below:

- a) Penal - Payment of weekend and night 'penal' rates shall be payable where employees are required to work shifts and rosters or have approval to work weekends or nights on a regular basis in order to fulfil the requirements of the job description.
- b) Overtime shall be payable only in the following circumstances:

- (i) Where the appropriate manager is satisfied that the additional time worked is necessary because of an emergency or other special circumstances; and
- (ii) Where the salary does not already incorporate a payment for overtime/penal time hours.

Equivalent time off for work performed outside normal hours may be granted in lieu of overtime by agreement between the employee and the manager concerned.

#### 6.6.1.1 **Minimum Break Between Spells of Duty**

6.6.1 A break of at least nine continuous hours must be provided wherever possible between any two periods of duty of a full shift or more.

6.6.2 Periods of a full shift or more include:

- (i) Periods of normal rostered work; or
- (ii) Periods of overtime that are continuous with a period of normal rostered work; or
- (iii) Full shifts of overtime/call-back duty.

6.6.3 This requirement to provide a break wherever possible applies whether or not any additional payment will apply under the provisions of this Clause.

6.6.4 If a break of at least nine continuous hours cannot be provided between periods of qualifying duty, the duty is to be regarded as continuous until a break of at least nine continuous hours is taken and it shall be paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime which precedes it.

6.6.5 The additional payment provisions of this Clause will not apply in any case where the result would be to give an Employee a lesser payment than would otherwise have been received.

6.6.6 Time spent off duty during ordinary hours solely to obtain a nine-hour break shall be paid at ordinary time rates. Any absence after the ninth continuous hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.

**NOTE:** If a call-back of less than a full shift is worked between two periods of duty of a full shift or more a break of nine continuous hours must be provided either before or after the call-back. If such a break has been provided before the call-back it does not have to be provided afterwards as well.

6.6 Authorise absences, either with or without pay, are as provided for in this agreement and shall be counted as actual hours worked for the purposes of calculated overtime.

## **7.0 ON CALL/ ON CALL ALLOWANCE**

### **7.1 On call allowance**

7.1.1 Where an Employee is instructed to be on call during normal off duty hours s/he shall be paid an on call allowance of \$4.04 per hour except on Public Holidays when the rate shall be \$6.06 per hour or part thereof while on call.

7.1.2 Where the employer requires the employee to participate in an on call roster, at the discretion of the Employer:

(i) A cellphone shall be made available by the Employer to the Employee for the period of on call duty, at no expense to the Employee,

*Or*

(ii) Half the cost of a single telephone rental shall be reimbursed to the Employee by the Employer and a long-range locator (or similar electronic device) shall be made available to the Employee for the period of on call duty at no expense to the Employee.

### **7.2 Call back**

7.2.1 An Employee shall be paid for a minimum of three hours, or for actual working and travelling time, whichever is the greater – at the appropriate rate, when the Employee:

(a) Is called back to work after completing the day's work or shift, and having left the place of employment; or

(b) Is called back before the normal time of starting work, and does not continue working until such normal starting time, except that:

(i) Call backs commencing and finishing within the minimum period covered by an earlier call back shall not be paid for

(ii) Where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the Employee had worked continuously from the beginning of the previous call back to the end of the later call back.

7.2.3 Where Hospital Scientific Officers are called back to duty outside their normal hours of work, the Employee shall either be provided with transport or they shall be reimbursed with accordance with Clause 33.

## **8.0 HIGHER DUTIES ALLOWANCE**

- 8.1 Where an Employee is temporarily appointed or seconded to a higher graded position for a period of 5 or more consecutive working days the Employee will receive a higher duties allowance for the whole period of that appointment.
- 8.2 The higher duties allowance payable 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.

## **9.0 MEAL ALLOWANCE**

- 9.1 A shift Employee who works a qualifying shift of eight or ten hours or more and who is required to work more than one hour beyond the end of the shift (excluding any break for a meal) shall be paid a meal allowance of \$9.00 or at the option of the Employer, be provided with a meal.

## **PART FOUR - PROVISIONS RELATING TO LEAVE**

### **10.0 PUBLIC HOLIDAYS**

10.1 The following days shall be observed as public holidays in accordance with the Holidays Act 1981 (and amendments) and from 1/4/04 in accordance with the Holidays Act 2003 and subject to the provisions of this clause:

New Year's Day  
The day after New Year's Day  
Waitangi Day  
Good Friday  
Easter Monday  
ANZAC Day  
Sovereign's Birthday  
Labour Day  
Christmas Day  
Boxing Day  
Applicable Anniversary Day

When any of the above holidays (other than Waitangi Day and ANZAC Day) falls on a Saturday or Sunday, it shall be observed on the following Monday, and, in the event of another holiday falling on such a Monday, such other holiday shall be observed on the next succeeding Tuesday. ANZAC Day and Waitangi Day shall be observed on the day on which they fall.

Except that any employee who is required to work on Christmas Day, Boxing Day, New Year's Day, or 2 January when they fall on a Saturday or Sunday, and that day would otherwise be a working day for that employee, shall have these days treated as statutory holidays notwithstanding that they may be observed by other employees on the following Monday or Tuesday. In this case the transfer of Christmas Day, Boxing Day, New Year's Day, or 2 January will have no application to that employee as it relates to statutory holiday entitlements for other employees.

Provided that, in order to maintain essential services, the Employer may require an employee to work on a public holiday.

### **10.2 Employees Required to Work on Public Holidays**

10.2.1 A rostered employee required to work on a public holiday as part of the normal roster (i.e. not as overtime) shall be paid at half the normal hourly rate of pay in addition to normal salary, and is also to be granted an alternative holiday on pay at a later date convenient to the Employer.

10.2.2 A rostered employee required to work on a public holiday which would otherwise have been the employee's normal day off (i.e., required to work



overtime) shall be paid at the overtime rate for the hours worked and in addition is to be granted a day's leave on pay at a later date convenient to the Employer

- 10.2.3 An employee required to be on call on a Public Holiday shall be granted a minimum of 1 days paid leave at a later date convenient to the Employer.)

### **10.3 Public Holidays Falling During Leave or Time Off**

- 10.3.1 **Leave on pay** - When a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not to be debited against such leave.

- 10.3.2 **Leave without pay** - An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay (including sick leave and military leave without pay) unless the employee has worked during the fortnight ending on the day on which the holiday is observed.

- 10.3.3 **Leave on reduced pay** - An employee shall, during a period on reduced pay, be paid at the same reduced rate for public holidays falling during the period of such leave.

- 10.3.4 **Off duty day** - Except where the provisions of 10.3.1 apply, if a public holiday, other than Waitangi Day and ANZAC Day, falls on a rostered employee's off duty day (such off duty day not being a Saturday or a Sunday) the employee shall be granted an additional day's leave at a later date convenient to the Employer.

- 10.3.5 When part time employees' work fixed days (example every Monday to Wednesday) they will receive a days leave if a public holiday falls on one of those fixed days and they work it. If they are not required to work that day, then they will receive the paid public holiday and no days leave is granted. If a public holiday falls on a day, which is NOT one of their fixed days, they neither get paid nor receive a days leave.

- 10.3.6 When part time employees work full rotating shifts (i.e. work different set of days each week - Monday to Thursday week 1, Tuesday to Friday week 2 and so on) shall be paid all public holidays.

- 10.4 Equivalent time off in lieu of whole holidays is to be treated the same as annual leave in respect of the rules regarding accumulation (refer to clause 11.3.4).

## **11.0 ANNUAL LEAVE**

- 11.1 Employees shall be entitled to 20 days annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause. Pro rata for part time employees.

- 11.2 Employees shall be entitled to 25 days' annual leave upon completion of five years' current continuous service. Pro rata for part time employees. For those employees gaining an increase in their annual leave entitlement as a result of the implementation of this agreement, the increased entitlement shall commence accruing from the employee's next anniversary date after 17 July 2009.
- 11.3 Conditions  
The employer may decide, after consultation with the employee, when annual leave will be taken. Approval of annual will not be unreasonably held. The responsibility to arrange cover for employees leave lies with the employer. It is not the responsibility of individual employees to find cover for their own leave.
- 11.3.1 The term "leave year" means the year ending with the anniversary date of the employee's appointment.
- 11.3.2 For the purpose of this clause, current continuous service is as defined in clause 2.
- 11.3.3 The Employer may permit an employee to take annual leave in one or more periods.
- 11.3.4 The Employer may permit all or part of the annual leave accruing in respect of a leave year to be postponed to the next following year, but the annual leave entitlement at any one time shall not exceed the total of annual leave accruing in respect of two leave years.
- 11.3.5 Provided that, where an employee is on continuous leave without pay due to illness or accident the employee will be permitted to take or accumulate leave for up to two years. After this, an employee will not qualify for any further period of leave until duty is resumed.
- 11.4 When an employee ceases duty, salary shall be paid for accrued annual leave and the last day of service shall be the last day of such work.
- 11.5 Except where the Employer approves, where an employee is absent on special leave, whether with or without pay (i.e., including leave for study awards but excluding sick, accident or military leave) for an intermittent or continuous period of more than 35 days (including Saturdays and Sundays) during a leave year, annual leave shall be reduced in accordance with the scale below.

**NOTE:** A "study award" for the purpose of this sub clause shall be deemed to be a full-time course of study at a tertiary educational institute, during which the employee is able to take advantage of the mid-term holidays available to other full-time students of that institute. It shall not include leave to attend

organised classes, lectures, block courses or examinations required for the attainment of essential basic qualifications.

## **12.0 SICK LEAVE (Including Domestic Leave)**

### **12.1 Conditions**

- 12.1.1 Where an employee is granted leave of absence because of sickness or injury not arising out of and in the course of employment (in this clause referred to as "sick leave"), the employee shall be entitled to payments at the relevant daily pay.
- 12.1.2 On appointment with the Employer, a full time employee shall be entitled to ten working days sick leave. On completion of each subsequent twelve months, he/she shall be entitled to a further ten working days, with a maximum entitlement of 260 working days.
- 12.1.3 Sick leave shall be paid in accordance with the Holidays Act 1981 (and its amendments) and from 1/4/04 in accordance with the Holidays Act 2003 at the rate of relevant daily pay.
- 12.1.4 The production of a medical certificate or other evidence of illness may be required after an absence of five working days.
- 12.1.5 Sick leave is to be debited on an hour for hour basis.
- 12.1.6 Part-time employees are entitled to sick leave on a pro rata basis.
- 12.1.7 Casual employees have no entitlement to sick leave.
- 12.2 Discretionary powers of the Employer to grant leave in excess of the above-prescribed limits
  - 12.2.1 Where a full time employee is incapacitated by sickness or injury arising out of and in the course of employment, full salary may be paid at the discretion of the employer.
  - 12.2.2 Where an employee is suffering from a minor illness that could have a detrimental effect on the patients or others in the employer's care, the employer may, at their discretion, either:
    - (a) Place the employee on suitable alternative duties; or
    - (b) Direct the employee to take leave on payment at base rates (T1 only) for not more than eight days in any one year, in addition to the normal entitlement to sick leave.

- 12.2.3 Where an employee is incapacitated by sickness or injury in their first twelve months of employment, full salary up to a maximum of 10 days may be paid at the discretion of the employer, providing that, should the employee resign or otherwise cease employment, prior to completing twelve months service, repayment shall be made to the employer.

### **12.3 Domestic Leave**

- 12.3.1 Domestic Leave can be granted by the Employer as a charge against sick leave. Domestic Leave as described in this clause is leave when the employee must attend a dependent of the employee. This person would, in most cases, be the employee's child, partner or other dependant family member.

- 12.3.2 Approval is not to be given for absences during or in connection with the birth of an employee's child. Such a situation should be covered by annual leave or parental leave.

- 12.3.3 The production of a medical certificate or other evidence of illness may be required after an absence of five days.

### **12.4 Sick Leave in Relation to Annual and Long Service Leave**

- 12.4.1 When sickness occurs during annual or long service leave the Employer shall permit the period of sickness to be debited against sick leave entitlement, except where the sickness occurs during leave following relinquishment of office, provided:

- (a) the period of sickness is more than three days;
- (b) A medical certificate is produced, showing the nature and duration of the illness.

- 12.4.2 In cases where the period of sickness extended beyond the approved period of annual or long service leave, approval shall also be given to debiting the portion which occurred within the annual or long service leave period against sick leave entitlement if the total continuous period of sickness exceeds three days.

- 12.4.3 Annual or long service leave may not be split to allow periods of illness of three days or less to be taken as sick leave.

### **12.5 Leave Without Pay in Relation to Sick Leave Entitlements**

An employee who is granted leave without pay and who remains in the service of the employer, will have such leave included in determining sick leave entitlement.

## **13.0 BEREAVEMENT/TANGIHANGA LEAVE**

- 13.1 The Employer shall approve special bereavement leave on pay for an Employee to discharge any obligation and/or to pay respects to a deceased person with whom the Employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). The length of time off shall be at the discretion of the Employer.
- 13.2 If bereavement occurs while an Employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of Clause 13.1 above. This provision will not apply if the Employee is on leave without pay.
- 13.3 In granting time off therefore, and for how long, the Employer must administer these provisions in a culturally sensitive manner.

The sick/domestic and the bereavement/tangihanga leave provisions in Clauses 12 and 13 are inclusive of the leave entitlements contained in Sub-Part 4 of Part 2 and Sections 69-70(1) of the Holidays Act 2003.

## **14.0 LONG SERVICE LEAVE**

- 14.1 An employee shall be entitled to long service leave of one week upon completion of a five year period of current continuous service. Current continuous service shall be deemed to include prior continuous service with another DHB. Such entitlement may be accrued. Any service period that relates to a period of long service leave that has already been taken or paid out shall not count as service for the purposes of this entitlement.
- 14.2 Long Service Leave will be paid for each week of leave on the same basis as annual leave in accordance with the Holidays Act 2003. This will be based on the employees FTE status at the time of taking the leave. Wherever practicable long service leave is to be taken in periods of not less than a week.
- 14.3 For the purposes of 14.1 current continuous service shall be recognised from 17 July 2009 unless the employee had a previous provision.
- 14.4 For employees with a previous scheme, the following shall apply. The employee shall accrue the entitlement in accordance with clause 14.1 above, with their service being deemed to commence, for the purpose of this calculation, on the date service was previously deemed to commence under the previous scheme. Any long service leave actually taken, shall be deducted from that entitlement and the residue shall become the remaining entitlement. That shall be added to any further accrual, with the leave being taken in accordance with clause 14.2 above.

- 14.5 Leave without pay in excess of three months taken on any one occasion will not be included in the 5 year qualifying period, with the exception of Parental Leave.
- 14.6 The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.
- 14.7 In the event of the death of an employee who was eligible for long service leave but has not taken the leave, any monies due will be paid to the deceased estate.

## **15.0 PARENTAL LEAVE**

### **15.1 Statement of Principle**

The parties acknowledge the following provisions are to protect the rights of Employees during pregnancy and on their return to employment following parental leave.

### 15.2 Parental Leave is Leave Without Pay

(See Clause 16.0 Reappointment After Absence Due to Childcare).

### 15.3 Entitlement and eligibility

Provided that the Employee assumes or intends to assume the care of the child born to or adopted by them or their partner, the entitlement to parental leave is:

- (a) In respect of every child born to them or their partner;
- (b) In respect of every child up to and including five years of age, adopted by them or their partner;
- (c) Where two or more children are born or adopted at the same time, for the purposes of these provisions the Employee's entitlement shall be the same as if only one child had been born or adopted.

### 15.4 (a) Parental leave of up to 12 months is to be granted to Employees with at least one year's service at the time of commencing leave.

(b) Parental leave of up to six months is to be granted to Employees with less than one year's service at the time of commencing leave.

(c) Provided that the length of service for the purpose of this Clause means the aggregate period of service, whether continuous or intermittent, in the employment of the Employer.

- (d) The maximum period of parental leave may be taken by either the Employee exclusively or it may be shared between the Employee and their partner either concurrently or consecutively. This applies whether or not the Employer employs one or both partners.

15.5 In cases of adoption of children of less than five years of age, parental leave shall be granted in terms of Clause 15.3 and 15.4 above, providing the intention to adopt is notified to the Employer immediately following advice from the relevant agency to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an approved adoption placement shall be provided to the Employer's satisfaction.

15.6 Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner certifying the expected date of delivery. The provision may be waived in the case of adoption.

15.7 An Employee absent on parental leave is required to give at least one month's notice to the Employer of their intention to return to duty. When returning to work the Employee must report to duty not later than the expiry date of such leave.

**NOTE:** It is important that Employees are advised when they commence parental leave that, if they fail to notify the Employer of their intention to return to work or resign, they shall be considered to have abandoned their employment.

15.8 Parental leave is not to be granted as sick leave on pay.

### **15.9 Job Protection**

15.9.1 Subject to Clause 15.10 below, an Employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:

- (a) At the equivalent salary, grading;
- (b) At the equivalent weekly hours of duty;
- (c) In the same location or other location within reasonable commuting distance; and
- (d) Involving responsibilities broadly comparable to those experienced in the previous position.

15.9.2 Where applicable, Employees shall continue to be awarded increments when their incremental date falls during absence on parental leave.

## **15.10 Options**

15.10.1 The Employer must, as a first preference, hold the Employee's position open or fill it temporarily until the Employee's return from parental leave. In the event that the Employee's position is a "key position" (as defined in section 41(2) of the Parental Leave and Employment Protection Act 1987), the Employer may fill the position on a permanent basis.

15.10.2 Where the Employer is not able to hold a position open, or to fill it temporarily until an Employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the Employee returns to work, a similar position (as defined in Clause 15.9 above) is not available, the Employer may approve one of the following options:

- (a) An extension of parental leave for up to a further 12 months until the Employee's previous position or a similar position becomes available; or
- (b) An offer to the Employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the Employee continues on extended parental leave as in Clause 15.10.2(a) above for up to 12 months; or
- (c) The appointment of the Employee to a different position in the same location, but if this is not acceptable to the Employee the Employee shall continue on extended parental leave in terms of Clause 15.10.2(a) above for up to 12 months;

Provided that, if a different position is accepted and within the period of extended parental leave in terms of 15.10.2(b), the Employee's previous position or a similar position becomes available, then the Employee shall be entitled to be appointed to that position; or

- (d) Where extended parental leave in terms of 15.10.2(a) above expires, and no similar position is available for the Employee, the Employee shall be declared surplus under Clause 24.0 of this Agreement.

15.11 If the Employee declines the offer of appointment to the same or similar position in terms of sub Clause 15.9.1 above, parental leave shall cease.

15.12 Where, for reasons pertaining to the pregnancy, an Employee on medical advice and with the consent of the Employer, elects to work reduced hours at any time prior to confinement, then the guaranteed proportion of full-time employment after parental leave shall be the same as that immediately prior to such enforced reduction in hours.



### **15.13 Paid Parental Leave**

- 15.13.1 Where an Employee, who is entitled to parental leave of up to 12 months, returns to duty before or at the expiration of leave or extended leave and completes a further six months' service, they qualify for a payment equivalent to 30 working days leave on pay, that is at the rate applying for the 30 working days immediately following their ceasing duty.

Provided that, if both male and female partners are employed in the health service and are eligible for the payment, then they are entitled to one and only one payment, and they may choose (after they have qualified) who will receive it.

If employment prior to confinement was part-time, however, payment shall be based on the percentage that such part-time hours bear to whole time employment.

- 15.13.2 Where, for reasons pertaining to the pregnancy, an Employee, on medical advice and with the consent of the Employer elects to work reduced hours at any time prior to confinement, then the calculation of the lump sum payment shall be based on the proportion of full-time employment immediately prior to any such enforced reduction in hours.
- 15.13.3 An Employee who is absent on parental leave for less than six weeks (30 working days) will receive that proportion of the payment that their absence represents in working days.
- 15.13.4 An Employee returning from parental leave may request the Employer to vary the proportion of full time employment from that which applied before the leave was taken. The granting of such a request shall be at the discretion of the Employer, that is the principle of job protection cannot be guaranteed. The calculation of the lump sum payment in these circumstances shall be based on the proportion of full-time employment, which applied before taking leave (excluding any temporary reduction in hours immediately prior to confinement).

### **15.14 Parental Leave Absence Filled by Temporary Appointee**

If a position held open for an Employee on parental leave is filled on a temporary basis, the Employer must inform the temporary appointee that their employment will terminate on the return of the Employee from parental leave.

## **16.0 REAPPOINTMENT AFTER ABSENCE DUE TO CHILDCARE**

- 16.1 Where an Employee resigns from a permanent position with the Employer to care for pre-school children, the Employer is committed, upon application from the Employee, to make every reasonable endeavour to re-employ that person where a comparable and suitable position exists within four years of the

resignation, providing that the person has the necessary skills to fill the vacancy competently; then the person under these provisions shall be appointed in preference to any other applicant for the position.

- 16.2 Absence for childcare reasons will interrupt service but not break it. The period of absence will not count as service for the purpose of sick leave, annual Leave, retiring leave or gratuities, long service leave or any other leave entitlements.

## **17.0 JURY SERVICE AND WITNESS LEAVE**

- 17.1 Employees called on for jury service are required to serve. Where the need is urgent, the employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.
- 17.2 An Employee called on for jury service or as a witness may elect to take annual leave, leave without pay, or leave on pay.
- 17.3 Where an Employee is required to be a witness in a matter arising out of his/her employment, s/he shall be granted paid leave.
- 17.4 Where leave on pay is granted, a certificate is to be given to the Employee by the Employer to the effect that the Employee has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The Employee is to pay the fees received to the Employer but may retain expenses.
- 17.5 Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the Court does not require the Employee, the Employee is to report to work where this is reasonable and practical.

## **18.0 UNION REPRESENTATIVE'S EDUCATION LEAVE**

- 18.1 Employers shall grant union members leave on pay to undertake trade union education or training, in accordance with the Employment Relations Act 2000. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.

## **19.0 EMPLOYEE RELEASE**

- 19.1 Employees with 5 years continuous service with the current Employer may apply for a one-off continuous period of unpaid Employee Release for a period of three months up to a maximum of twelve months. Such application shall be

considered on a case-by-case basis and granted at the discretion of the Employer. All service related provisions/ benefits will be put on hold until resumption of normal duties.

- 19.2 The notification of the Employee's intent to return to normal duties will be the same as Clause 15.7 (Parental Leave).
- 19.3 Job protection provisions will be the same as in Clause 15.9.1
- 19.4 The provisions of this Clause are separate from and in addition to normal unpaid leave provisions and it is acknowledged that Employees may apply for unpaid leave at any time during their employment.

## **20 PROFESSIONAL DEVELOPMENT**

- 20.1 The Employer acknowledges the benefit of continuing education to the Employer and to the individual Employee. The Employer shall grant Employees appropriate leave per annum. This includes but is not limited to:
  - a. Conference Leave
  - b. Other visits
  - c. Specialist Courses
  - d. Professional Development Leave
- 20.2 The Employer shall reimburse actual and reasonable expenses as approved by the Employer.
- 20.3 Employees shall be reimbursed (on presentation of official receipts) the membership fee of no more than two professional associations per annum if the membership is directly relevant to the employee's duties. Where appropriate, the employer will consider approving additional professional association fees on request from the employee.
- 20.4 Employees may apply for Sabbatical Leave for a period of three months after every 7 years continuous service with the employer. All Sabbatical Leave is granted on unpaid leave. The written application to apply for Sabbatical Leave should be accompanied by the proposed work to be undertaken. Such application shall be considered on a case-by-case basis and granted at the discretion of the employer.

## **PART FIVE - TERMS OF EMPLOYMENT**

### **21.0 PROTECTIVE CLOTHING AND EQUIPMENT**

- 21.1 In accordance with the Health and Safety in Employment Act 1992 and associated Regulations, the Employer shall ensure that Employees are provided with any protective equipment required to ensure the safety of Employees while at work. The maintenance and replacement of this equipment is the responsibility of the Employer.
- 21.2 Suitable clean protective clothing shall be made available by the Employer where the nature of a particular duty or duties would either continuously or intermittently render an Employee's personal clothing or uniform to excessive soiling or damage or expose the Employee's person to injury or excessive discomfort through biological, chemical or physical hazards. Such protective clothing shall remain the property of the Employer and, as such, shall be laundered or otherwise cleaned free of charge.
- 21.3 A Hospital Scientific Officer may at the Employer's discretion be compensated for damage to personal clothing worn on duty, or reimbursed dry cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling did not occur as a result of the Employee's negligence or failure to wear the protective clothing provided.
- 21.4 Where the Employer requires or, for health and safety reasons specific types of footwear are to be worn, affected Employees shall be paid a footwear allowance of \$141.14 per calendar year (paid in two instalments of \$70.57, one on the last pay period in June and the other on the last pay period in December; such instalments to be paid pro rata in respect of any part period).

### **22.0 REFUND OF ANNUAL PRACTISING CERTIFICATE**

- 22.1 Where a Hospital Scientific Officer is required by law to hold an annual practising certificate in order to practise that profession or trade with the Employer, the cost of the certificate shall be refunded to the Employee provided that:
- (a) It must be a statutory requirement that a current certificate be held for the performance of duties.
  - (b) The Employee must be engaged in duties for which the holding of a certificate is a requirement.
  - (c) The Employee must be a member of the particular occupational class to whom the requirement applies.

## **23.0 EMPLOYEE PARTICIPATION**

23.1 The parties to this Agreement accept that change in the Health Service is necessary in order to ensure the efficient and effective delivery of health services.

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

The involvement of Employees should contribute to:

- (a) Improved decision-making;
- (b) Greater co-operation between the parties to this Agreement; and
- (c) More harmonious, effective, efficient, safe and productive workplace.

Therefore the Employer agrees to the following provisions for consultation, recognition of staff participation and access to facilities.

23.2.1 Paid time off shall be allowed for recognised staff representatives to attend meetings with management, consult with Employees, to consult and discuss those issues addressed in this Clause and Clause 24.0 specifically: staff surplus, and options for resolving staff surplus.

23.2.2 Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.

23.2.3 The amount of time off and facilities provided shall be sufficient to enable full consideration of the issues.

23.3 For the purposes of Clauses 24.0 and 25.0, the recognised representative shall be the union advocate unless otherwise agreed

## **24.0 MANAGEMENT OF CHANGE**

24.1 The parties accept that changes in the means of delivery of health services are necessary in order to ensure the ongoing efficient and effective delivery of health services. Furthermore the parties recognise that they have a mutual interest in ensuring that health services are provided efficiently and effectively and that all Employees have an important contribution to make in this regard.

24.2 The Employer acknowledges that consultation between the parties to this Agreement is desirable on matters of mutual concern and interest. In this regard the Employer shall provide forums for information sharing and joint problem solving between Managers, duly authorised representatives and

Employees. Accordingly reasonable paid time will be allowed for Employee representatives to participate in this process, subject to the prior approval of the Employer.

- 24.3 The consultation process for managing change shall be as follows:-
- 24.3.1 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.
  - 24.3.2 Sufficient information (subject to commercial sensitivity) must be provided by the Employer to enable the party/parties consulted to develop an informed response.
  - 24.3.3 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.
  - 24.3.4 Genuine consideration must be given by the Employer to the matters raised in the response.
  - 24.3.5 The final decision shall be the responsibility of the Employer.
- 24.4 When as a result of the restructuring of the whole, or any parts of the Employer's operations, the Employer requires a reduction in the number of Employees or employees can no longer be employed in their current position, at their current salary/wage or work location or with their current ordinary hours of work (i.e. the terms of appointment to their present position), then the options in Clause 24.7 below shall be invoked.
- 24.5 The Employer will advise the employees in the work area affected by the restructuring and their duly authorised representatives of any proposed surplus prior to the date that notice is to be given to employees whose position/s are surplus. The Employees directly affected and their duly authorised representatives shall meet with the Employer to discuss the options appropriate to the circumstances as they relate to each Employee and the parties shall use their best endeavours to reach agreement on which is the most appropriate option. The aim of all parties is to minimise the use of severance.
- 24.6 On request, employees and their duly authorised representatives will be supplied by the Employer with relevant information (subject to commercial sensitivity) where this is available.
- 24.7 The following are the options referred to in Clauses 24.4 and 24.5 above:-
- 24.7.1 **Reconfirmed in position/reassignment**  
Where a position is to be transferred into a new structure at a similar level and where there is only one candidate for the position who

meets minimum requirements, that Employee is to be confirmed in the position. Where there is more than one candidate the position will be advertised with the appointment made using normal appointment procedures.

**24.7.2 Attrition**

Attrition occurs where Employees leave the organisation and are not replaced.

**24.7.3 Redeployment**

Employees may be redeployed to a new position at the same or lower salary in the same or a new location. Where the position is at a lower salary a "one-off" equalisation allowance will be paid to compensate the Employee for loss of salary. The equalisation allowance will be calculated as the difference between the old and new annual base salaries at the time of redeployment (ie, a differential, once-only payment based on 12 months "loss"). Redeployment may involve Employees undertaking additional training.

**24.7.4 Leave without pay**

Leave without pay may be granted within a defined period without automatic right of re-engagement. This provision does not include parental or sick leave.

**24.7.5 Retraining**

Where a skill shortage is identified the Employer may offer a surplus Employee retraining at the Employer's expense in order to meet that skill shortage.

**24.7.6 Enhanced early retirement**

Employees taking enhanced early retirement will receive a retirement payment calculated in the same manner as severance compensation.

**24.7.7 Severance**

Where the Employer is not able to exercise any of the above options then the Employee's employment shall be terminated with payment of appropriate severance compensation in accordance with Clause 24.8.

**24.8** Full-time or part-time Employees whose employment is terminated as the result of a staff surplus situation shall receive not less than four weeks' notice or in lieu of such notice shall receive pro rata salary for the period of deficient notice. In the event of severance and subject to Clauses 24.9, 24.10 and 24.11 below, compensation shall be calculated on the basis of six weeks' base salary for the first completed year of service with the Employer and two weeks' base salary for each subsequent completed year of service with the Employer up to a maximum of ten years, provided that the maximum amount of compensation payable shall not exceed a total of 26 weeks' base salary. An

Employee with less than one year's service with the Employer shall receive compensation of six weeks' base salary. Part-time Employees receive a pro rata calculation. "Service" for the purpose of this sub-Clause means current continuous service with the Employer but excludes any service which has been taken into account for the purposes of calculating any entitlement to a redundancy/ severance/early retirement/gratuity or similar payment.

24.9 An Employee shall not be entitled to severance compensation when the Employee's employment is being terminated by the Employer by reason of the sale or transfer by the Employer or a purchaser of the whole or part of the business and the person acquiring the business or part thereof has:

24.9.1 offered the Employee continued employment on substantially similar terms and conditions; and

24.9.2 agreed to treat service with the person acquiring the business as current continuous service.

This shall include the situation where the Employee accepts new employment with another provider as the result of the reallocation of work by a purchaser (eg: the Health Funding Authority); provided that the Employer shall be obliged to negotiate an appropriate severance arrangement consistent with the equalisation formula stated in Clause 24.7.3 (but at no stage exceeding any compensation which would have been payable under Clause 24.8) where the conditions in Clauses 24.9.1 and 24.9.2 are not offered by the new provider.

24.10 No Employee shall be entitled to severance compensation if that Employee is a temporary Employee.

24.11 The Employer and the Employee/s or their duly authorised representatives are able to agree on alternative severance compensatory payments to those provided in this Clause.

24.12 The Employer shall make counselling services available for Employees whose employment is terminated as the result of a staff surplus situation. The nature of and requirements for counselling shall be assessed by the Employer.

24.13 **Job Search** - The Employer should assist surplus staff to find alternative employment by allowing them a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the Employer being notified of the time and location of the interview before the Employee is released to attend it.

#### 24.14 **Counselling**

Counselling for affected Employees and family will be made available as necessary.



## **25.0 EMPLOYEE PROTECTION PROVISION**

25.1 The parties acknowledge that Section 69M of the Employment Relations Act requires all employment agreements to contain provisions in relation to the protection of Employees where the Employer's business is restructured. It is agreed that these provisions exist within the Management of Change provisions of this Agreement and in addition by virtue of the statutory provisions set out in Sections 19, 20 and 21 of Schedule 1B of the Employment Relations Act.

## **26.0 NOTICE**

26.1 Unless otherwise stipulated, the employment shall be deemed to be a monthly one and a month's notice shall be given by either side; but this shall not prevent the Employer from summarily dismissing any Employee for serious or wilful misconduct or other just cause. Unless otherwise agreed where the required notice is not given the person terminating the service shall pay or forfeit wages to the value of the unexpired period of notice as the case may require.

## **26.2 ABANDONMENT OF EMPLOYMENT**

Where an Employee absence him/herself from work for a continuous period exceeding four working days without the consent of the Employer and without notification to the Employer, and without good cause, he/she shall be deemed to have terminated his/her employment without notice.

## **PART SIX - OTHER PROVISIONS**

### **27.0 DEDUCTION OF UNION FEES**

27.1 The Employer shall deduct union fees from the wages and salaries of members of the union when authorised in writing by members. The Employer will forward the monies with the names and the individual amounts deducted to the union.

### **28.0 STOPWORK MEETINGS**

28.1 Subject to Clauses 28.2 to 28.5, the Employer shall allow every Employee covered by this Agreement to attend, on ordinary pay, at least two meetings (each of a maximum of two hours' duration) in each year (being the period beginning on the 1st day of January and ending on the following 31st day of December) with their representatives.

28.2 The representative shall give the Employer at least 14 days' notice of the date and time of any meeting to which Clause 28.1 is to apply.

28.3 The representative shall make such arrangements with the Employer as may be necessary to ensure that the Employer's business is maintained during any meeting, including, where appropriate, an arrangement for sufficient Employees members to remain available during the meeting to enable the Employer's operation to continue.

28.4 Work shall resume as soon as practicable after the meeting, but the Employer shall not be obliged to pay any Employee for a period greater than two hours in respect of any meeting.

28.5 Only Employees who actually attend a meeting shall be entitled to pay in respect of that meeting and to that end the representative shall supply the Employer with a list of Employees who attended and shall advise the Employer of the time the meeting finished.

### **29.0 PERSONAL GRIEVANCE, DISPUTES & EMPLOYMENT RELATIONSHIP PROBLEMS**

29.1 An "employment relationship problem" includes:

- i) A personal grievance
- ii) A dispute
- iii) Any other problem relating to or arising out of the employment relationship.

- 29.2 Where an Employment Relationship Problem arises the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:
- a) The Employee will be provided the opportunity to be represented by their union or other such support person of their choosing at any time during the resolution process.
  - b) If the matter is unresolved either party is entitled to seek mediation from the Labour Department or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)
- 29.3 A “personal grievance” means a claim that you:
- i) Have been unjustifiably dismissed; or
  - ii) Have had your employment, or your conditions of employment, affected to your disadvantage by some unjustifiable action by the Employer; or
  - iii) Have been discriminated against in your employment; or
  - iv) Have been sexually harassed in your employment; or
  - v) Have been racially harassed in your employment; or
  - vi) Have been subjected to duress in relation to union membership.
- 29.4 If the employment relationship problem is a personal grievance, you must raise the grievance with the Employer within a period of 90 days, beginning with the date on which the action alleged to amount to a personal grievance, occurred or came to your notice, whichever is the latter. There is also additional time available for raising a personal grievance under the Act, under particular circumstances (section 115 Employment Relations Act 2000).
- 29.5 Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.
- 29.6 If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.

## **30.0 HEALTH AND SAFETY**

- 30.1 The Employer shall comply with the provisions of the Health and Safety in Employment Act and associated Regulations, concerning safety, health and

welfare matters. The parties agree that Employees should be adequately protected from any safety and health hazard arising in the workplace.

- 30.2 It shall be the responsibility of the Employer to ensure that the workplace meets the required standards and that effective and maintained safety equipment is provided.
- 30.3 Where safety equipment is required, it is the responsibility of Employees to ensure it is appropriately utilised.
- 30.4 It is the responsibility of every Employee to report any hazards, accidents or injuries as soon as practicable using the Employers hazard management system.
- 30.5 It is the responsibility of the Employer to systematically identify and address any workplace hazards, which may affect the safety of Employees.
- 30.6 Where there is a concern regarding the safety of Employees, Employees have the right to refuse to work in accordance with Section 28 of the Health and Safety in Employment Amendment Act 2002.

## **31.0 INDEMNITY**

- 31.1 The Employer shall ensure that it is insured in such a manner as to provide adequate professional indemnity insurance cover for Employees including cover for the costs of independent legal representation in the event of claims or issues that affect an Employee and the provision of adequate run-off cover for an Employee for claims arising after an Employee has ceased Employment with the Employer in respects of acts or omissions during employment.

## **32.0 TEMPORARY OR FIXED TERM AGREEMENTS**

- 32.1 Temporary or Fixed Term Employment Agreements should only be used to cover specific situations of a temporary nature or fixed term, e.g. to fill a position where the incumbent is on study or parental leave; or where there is a task of a finite duration to be performed.

Temporary or Fixed Term Employment Agreements while justified in some cases to cover situations of a finite nature, must not be used to deny staff security of employment in traditional career fields.

### **33.0 USE OF PRIVATE VEHICLE ON EMPLOYER BUSINESS**

33.1 Employees who are instructed by the Employer to use their private motor vehicle on the Employer's business shall be paid a motor vehicle allowance as promulgated by the Inland Revenue Department and adjusted from time to time.

### **34.0 SAVINGS**

34.1 This Agreement supersedes all terms and conditions in previous agreements.

33.1.1 However, as significant changes have been made, it is acknowledged that certain terms and conditions may have inadvertently been omitted. This agreement shall not operate so as to deprive Employees of a benefit that was omitted in error. Nor shall it operate so as to provide an Employee with a benefit that was inadvertently included.

### **35.0 VARIATIONS**

This Agreement may be varied by agreement between the parties, subject to APEX Union's normal ratification procedures. Such agreement shall be in writing and signed by the parties.

### **36.0 TERM OF AGREEMENT**

This Agreement shall be deemed to have come into force on 4<sup>th</sup> April and shall continue in force until 3<sup>rd</sup> **September 2019**

## **APPENDIX One**

The following provision shall continue to apply to those Employees who were entitled as at 30 June 2008 under previous contractual arrangements to such a provision. They take the place of any arrangements previously held on payroll files.

### **For those Employees previously covered by the Allied Health Professionals Employment Contract**

Severance Provisions (if these ever apply); in accordance with Clause 24.11 of the Hospital Scientific Officers Collective Agreement, the provisions of Clause 27.4 of the Allied Health Professionals Employment Contract, which expired on the 30<sup>th</sup> of June 1994, shall apply in lieu of Clause 24.8 of the Scientific Officers Collective Agreement.

Redeployment (if these ever apply); as an alternative to the lump sum payment of Clause 24.7.3 of the Scientific Officers Collective Agreement, the Employee may choose to receive an ongoing equalisation allowance for 2 years equivalent to the difference between the previous base salary and the new base salary, which is abated by any salary increase.