



**APEX**  
ALLIED SCIENTIFIC AND TECHNICAL

# APEX & WHATU ORA BIOMEDICAL TECHNICIANS' COLLECTIVE AGREEMENT

2 JULY 2022 - 1 MAY 2024

**If you have any issues with this employment agreement including:**

- hours of work
- salaries
- rosters
- annual leave
- public holidays
- sick leave
- bereavement leave
- parental leave
- health & safety
- any part of your working life

**Contact your delegate or APEX**

Phone	(09) 526 0280
Fax	(09) 579 6213
Email	biomed@apex.org.nz ask@apex.org.nz
Website	<a href="http://www.apex.org.nz">www.apex.org.nz</a>



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## **BIOMEDICAL TECHNICIANS COLLECTIVE AGREEMENT**

2 July 2022 to 1 May 2024

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## 1.0 THE PARTIES TO THIS COLLECTIVE AGREEMENT

In accordance with the Employment Relations Act 2000 this collective agreement is made between the Association of Professional and Executive Employees (APEX) and Te Whatu Ora-Health New Zealand (herein referred to as the employer) encompassing the following Districts:

- (a) Waikato
- (b) Mid-central

### 1.1 New Employees

The parties agree that any employee whose work is covered by this collective agreement (Agreement) and who is engaged by the employer between the dates 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 member of APEX, be entitled to all the benefits, and be bound by all the obligations, under this Agreement.

### 1.2 Existing Employees

Existing employees who are covered by the Coverage Clause of this Agreement may become Union members at any time. Employees shall, from the date of advising the employer that they are an APEX member, be bound by all benefits and obligations relating to employees under this agreement subject to meeting the requirements of the Employment Relations Act 2000 regarding when a collective agreement will apply to an employee who was/is a member of another union.

The terms of this collective agreement cannot be passed on to any existing employee who is not an APEX member.

### 1.3 Coverage

All employees employed by the employer working as a biomedical technician, clinical engineer, biomedical technician trainee, biomedical electrical technician, biomedical technician assistant, biomedical technician team leader, and anyone substantially employed as a biomedical technician, but who may from time to time use different titles.

## 2.0 INTERPRETATIONS

In this Agreement, unless the context otherwise requires:

**“Biomedical Technician (Qualified Technician)”** means an employee who holds a diploma in Clinical Engineering or an equivalent qualification in electronics / mechanical and has a minimum of EAS registration recognised by the Electrical Workers Registration Board or equivalent trade registration.

**“Biomedical Technician Trainee”** means an employee undergoing a recognised course of training eg: TAFE, EAS Registration and who works under the supervision of a technician.

**“Biomedical Technician Assistant”** means an employee in biomedical engineering in manual or technical work ancillary to that of the biomedical technicians, but who is not a biomedical technician or trainee technician.



**“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.

**“District Health Board”** (DHB) means an organisation established as a District Health Board under Section 15 of the New Zealand Public Health and Disability Act 2000.

**“Duty”** means a single, continuous period of work required to be given by an employee. A duty shall be defined by a starting and finishing time.

**“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.

**“On call”** means time when an employee is required to be available to be called back for duty outside of their ordinary hours of work.

**“Part-time employee”** means an employee, other than a casual employee, who is engaged to work on a regular basis but less than the ordinary or normal hours of work for full time employees as prescribed in this Agreement. All provisions are pro rata for part time employees unless otherwise specified.

**“Roster”** means a list of employees and their duties over a period of time.

**“Service”** (except as expressly provided under redundancy clauses) means:

- (i) Service with the employer (including any individual employee’s service previously recognised at the commencement date of this Agreement) ; and
- (ii) All other service as a biomedical technician the employer agrees to recognise.

**“T1 (Time One)”** means the ordinary hourly rate of pay.

**“T1.25 (Time and one quarter)”** means one and one quarter times the ordinary hourly rate of pay.

**“T1.5 (Time and one half)”** means one and one half times the ordinary hourly rate of pay.

**“T2 (Double time)”** means twice the ordinary hourly rate of pay.

### **3.0 HOURS OF WORK**

3.1 Unless as provided for in sub clauses 3.1.1, 3.1.2 or 3.1.3, ordinary hours of work shall be 40 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 eight hours per day with four days off in every 14. No more than six consecutive days shall be worked without one day off and the

other three 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 eight hours per day with four days off in any 14 day period. The days off shall consist of two periods of two 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 four 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 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 In normal circumstances, rosters will be notified to those involved not less than 28 days prior to the commencement of the roster. Should shift work be introduced, the notice period for rosters will be negotiated at that time.
- 3.5 The normal working week shall commence on Monday at the normal starting time of the employer.
- 3.6 For the purpose of calculating pay, the working week shall end at midnight Sunday/Monday. When a major part of the shift falls on a particular day, the whole shift shall be regarded as being worked on that day.

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

- 4.1 Except when required for urgent or emergency work and except as provided in 4.2 no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour. Only one meal break of not less than half an hour will be taken during a 10 hour shift.
- 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 paid at the appropriate rate (the rate payable at that time).
- 4.3 Except where provided for in 4.2, an employee unable to take a meal after five hours' duty shall be paid at overtime rates from the expiry of five 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 \$1.26 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.

## 5.0 SALARIES AND WAGES

### 5.1 Biomedical Technicians

- (a) The following salaries are expressed in full time 40 hour per week rates. Where an employee's normal hours of work are less than 40 per week, the appropriate salary for those hours shall be calculated as a proportion of the 40 hour rate.

<b>Qualified Technician/Clinical Engineers/Designated Positions</b>			
<b>Steps</b>	<b>1 July 2021</b>	<b>2 July 2022</b>	
<b>17</b>		\$118,982	<b>M</b>
<b>16</b>		\$115,270	<b>M</b>
<b>15</b>	\$107,107	\$112,807	<b>M</b>
<b>14</b>	\$102,757	\$108,457	<b>M</b>
<b>13</b>	\$99,608	\$104,108	<b>M</b>
<b>12</b>	\$94,920	\$99,420	<b>M</b>
<b>11</b>	\$89,766	\$94,266	<b>M</b>
<b>10</b>	\$86,334	\$90,534	<b>M</b>
<b>9</b>	\$83,499	\$87,999	<b>M</b>
<b>8</b>	\$81,492	\$85,992	<b>APS</b>
<b>7</b>	\$78,530	\$83,030	<b>A</b>
<b>6</b>	\$76,278	\$80,778	<b>A</b>
<b>5</b>	\$73,205	\$77,705	<b>A</b>
<b>4</b>	\$68,537	\$73,037	<b>A</b>
<b>3</b>	\$63,871	\$68,371	<b>A</b>
<b>2</b>	\$59,202	\$63,702	<b>A</b>
<b>1</b>	\$54,535	\$59,035	<b>A</b>

- (b) Progression through the technician scale from step 1 to step 7 shall be by way of automatic annual increment. Initial appointment on the scale shall be based on years of service as defined in clause 2.
- (c) Progression from step 7 to step 8 shall occur upon the completion of attainable goals; as agreed between the employee and their manager. These goals shall be attainable within twelve months and are set in accordance with Appendix 2.
- (d) Steps 9 to 11 shall be merit steps. Progression shall be according to the merit progression criteria document (Appendix 2).



- (e) Steps 10 and 11 are only available to employees in designated positions, such as Team Leader. Two additional steps, will be available to only those employees in designated positions (steps 12 to 14). Advancement will be based on achieving agreed merit criteria; notwithstanding that the employer reserves the right to limit progression in accordance with recognised service needs at any given time.
- (f) Employees appointed to the position of Team Leader shall be placed on no less than Step 11 at the time of their appointment.
- (g) Progression for new and existing employees is on the basis of 12 months on each salary step.
- (h) For the sake of clarity, increments or applications for merit increases can only occur after a total of 12 months on the previous step.
- (i) All Qualified Technicians shall be appointed to a salary step that recognises relevant qualifications and experience.
- (j) Trainee Technicians shall be appointed at either step 1 or step 2, depending upon qualifications and experience. Progress from step 2 to step 3 shall be conditional upon qualifying as a Technician and having completed no less than 12 months of service on salary step 2.

## 5.2 Biomedical Technician Assistants / Administrators

- (a) Biomedical Technicians Assistants and Administrators shall receive an annual rate of salary as approved by the Employer for the position held according to the scale below:

<b>Biomedical Technician Assistant</b>					
<b>Step</b>		<b>1 July 2021</b>			<b>2 July 2022</b>
<b>6</b>	<b>M</b>	\$57,654	<b>5</b>	<b>A</b>	\$62,154
<b>5</b>	<b>A</b>	\$56,010	<b>4</b>	<b>A</b>	\$60,510
<b>4</b>	<b>A</b>	\$54,414	<b>3</b>	<b>A</b>	\$58,914
<b>3</b>	<b>A</b>	\$51,104	<b>2</b>	<b>A</b>	\$55,604
<b>2</b>	<b>A</b>	\$47,320	<b>1</b>	<b>A</b>	\$51,820
<b>1</b>	<b>A</b>	\$43,769			

- (b) Initial appointment on the scale shall be based on years of service as defined in clause 2.
- (c) Progression through the technician assistant scale from step 1 to step 5 shall be by way of automatic annual increment on the basis of 12 months on each salary step.
- (d) Steps 6 shall be a merit step. Progression shall be according to the merit progression criteria document (Appendix 2).

## 5.3 Merit Criteria

Merit Criteria for the progression of biomedical technicians and biomedical technician assistants are attached as Appendix 2 to the Agreement.

#### 5.4 Part-Time Employee Rates

A part-time employee shall be paid a rate of salary representing the proportion of the salary payable in respect of full-time employment in the appointment occupied by the employee that the number of hours during the week bears to 40.

#### 5.5 Salary Increments While On Study Leave

Employees on full-time study leave with or without pay shall continue to receive annual increments.

#### 5.6 Miscellaneous Conditions Relating To Salaries

5.6.1 Except by mutual agreement, salaries, including overtime, shall be paid at no longer than fortnightly intervals and by direct credit into the employee's bank account.

5.6.2 The employer shall use its best endeavours to direct credit payment of wages into the employee's bank account one clear banking day prior to a public holiday.

#### 5.7 Annual Review Provisions

Any employee party to this Agreement shall be entitled to a review of his/her salary no less frequently than 12 monthly. Any increase in salary arising from this review shall be effective from the review date.

### **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 clause 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

6.2.1 Overtime is time worked in excess of:

- (i) Eight hours per day or the rostered duty, whichever is greater
- (ii) 80 hours per two week period

provided that such work has been authorised in advance. This clause shall not apply to employees working alternative hours of work and the overtime provisions in clause 6.2.6 shall apply.

- 6.2.2 Overtime worked on any day (other than a public holiday) from midnight Sunday/Monday to midnight on the following Friday shall be paid at one and one-half times the normal hourly rate of pay (T1.5) for the first three hours and double the normal hourly rate of pay (T2) thereafter.
- 6.2.3 Overtime worked from 2200 until the completion of a rostered night duty Sunday to Friday, or from midnight Friday to midnight Sunday/Monday, or on a public holiday shall be calculated at double the ordinary rate of pay (T2).
- 6.2.4 In lieu of payment for overtime, the employer and employee may jointly agree for the employee to take equivalent (ie one hour overtime worked for one hour ordinary time off) paid time off work at a mutually convenient time.
- 6.2.5 No employee shall be required to work for more than 12 consecutive hours where their normal shift is of eight or 10 hours' duration.
- 6.2.6 The following overtime payments shall apply where employees work a 10 or 12 hour shift roster pattern:
  - (i) 10 hour shifts: T1.5 after 10 hours for the 11<sup>th</sup> hour, then T2 for all hours worked thereafter;
  - (ii) 12 hour shifts: T2 for all hours worked in excess of a rostered 12 hour shift;
  - (iii) For those fulltime employees working 12 hour shifts, overtime shall apply after 120 hours averaged over three weeks at the rate specified in clause 6.2.2;
  - (iv) For all other employees working alternative hours of work, overtime shall apply after 80 hours per two week period (clause 6.2.2) shall apply.

### 6.3 Penal Rates

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

From midnight Friday/Saturday to midnight Sunday/Monday at half the normal hourly rate of pay (T0.5); and
- 6.3.2 On public holidays at the normal hourly rate of pay (T1).
- 6.3.3 Night rate – applies to ordinary hours of duty (other than overtime) that fall between 2000hrs and until the completion of a rostered night duty from midnight Sunday/Monday to midnight Friday/Saturday and shall be paid at quarter time (T0.25) in addition to the ordinary hourly rate of pay.
- 6.3.4 Overtime and penal time shall not be paid in respect of the same hours, the higher rate will apply.

## 6.4 Minimum Break Between Spells Of Duty

6.4.1 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. Except that if a ten (10) hour duty has been worked then a break of twelve (12) consecutive hours must be provided wherever possible

6.4.2 Periods of a full shift or more include:

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

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

6.4.4 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.

6.4.5 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.

6.4.6 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 – or twelfth - 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. However, should employees spend time working as a result of a call-back between the hours of 2400 and 0500 hours, and if the employee has reasonable concerns regarding their ability to provide safe practice they shall be able, after notification to the employer, to have a 9 hour break after the call back is completed.

Authorised 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 calculating overtime.

## 7.0 ON CALL/CALL BACK ALLOWANCES

### 7.1 On Call Allowance

- 7.1.1 In the interests of healthy rostering practices, the parties agree that the allocation of on-call time should be spread as evenly as practicable amongst those required to participate in an on-call roster.
- 7.1.2 An employee who is instructed to be on call during normal off duty hours shall be paid an on call allowance of \$8.00 per hour or part thereof while on call; except on Public Holidays when the rate shall be \$10.00.
- 7.1.3 The on call allowance is payable for all hours the employee is rostered on call, including time covering an actual call out.
- 7.1.4 Unless by mutual agreement or in emergencies, no employee shall be required to remain on call for more than 40% of the employee's off-duty time in any three-weekly period.
- 7.1.5 Where the employer requires the employee to participate in an on call roster, at the discretion of the employer:
  - (a) A cell phone shall be made available by the employer to the employee for the period of on call duty, at no expense to the employee; or
  - (b) 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 Allowance

A call-back occurs when the employee:

- 7.2.1 is called back to work after completing the day's work or duty, and having left the place of employment; or
- 7.2.2 is called back before the normal time of starting work and does not continue working until such normal starting time.
- 7.2.3 A call-back allowance is to be paid at the appropriate overtime rate (clauses 6.2.2 and 6.2.3) for a minimum of three hours, or for actual working and travelling time, whichever is the greater. Except that call-backs commencing and finishing within the minimum period covered by an earlier call-back shall not be paid for. 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.
- 7.2.4 Transport: Where an employee who does not reside in employer accommodation is called back to work outside the employee's normal hours of duty in respect of work which could not be foreseen or prearranged, the employer shall either:
  - a) provide the employee with transport from the employee's place of residence to the institution where the employee is employed and to



the place of residence from the institution; or

- b) reimburse the employee the actual and reasonable travelling expenses incurred in travelling from the employee's place of residence to the institution or from the institution to the employee's place of residence, or both travelling to and from the institution.

### 7.3 Additional On-Call Leave

Employees who do not work shift work, as defined in clause 11.5 and who are required to participate in on-call rosters, shall be granted two hours' leave for each weekend day or part thereof; where the on-call period is eight or more hours, they are required to be on-call during normal off duty hours, up to a maximum of three days additional leave per annum. Such leave shall be paid at annual leave averages and is accumulative. Employees who work qualifying shifts under clause 11.5 are not entitled to leave under this clause.

## 8.0 HIGHER DUTIES ALLOWANCE

8.1 A higher duties allowance shall be paid to an employee who, at the request of the employer is substantially performing the duties and carrying the responsibilities of a position or grade higher than the employee's own.

8.2 The higher duties allowance payable shall be \$3.00 per hour for occasions when the employee is acting in the higher position for more than eight consecutive hours and up to and including five consecutive days.

8.3 For occasions when the employee acts in the higher position for periods exceeding five consecutive days, the 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

A shift employee who works a qualifying shift of eight or 10 hours, whichever is the greater 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 \$7.95 or, at the option of the employer, be provided with a meal.

## 10.0 PUBLIC HOLIDAYS

10.1 The following days shall be observed as public holidays:

10.1.1	New Year's Day	(1 January)
	The day after New Year's Day	(2 January)
	Waitangi Day	(6 February)
	ANZAC Day	(25 April)
	Christmas Day	(25 December)
	Boxing Day	(26 December)

10.1.2 Good Friday (date variable)

Easter Monday	(date variable)
Sovereign's Birthday	(first Monday in June)
Labour Day	(fourth Monday in October)
Auckland Anniversary Day	(last Monday in January)
Matariki	(date variable)

10.2 The public holidays specified in subclause 10.1.1 have special arrangements:

- If the holiday falls on a Saturday or Sunday and that day would not otherwise be a working day for the employee, the entitlement to the holiday is transferred to the following Monday or Tuesday.
  - In the case of Waitangi Day or ANZAC Day falling on a Saturday or a Sunday, the holiday is transferred to the following Monday.
- If the holiday falls on a Saturday or Sunday and that day would otherwise be a working day for the employee, the holiday remains at the traditional day and the employee is entitled to that day off on pay.

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 time one (T1) in addition to normal salary, and is also to be granted a day's leave 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 one day's 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 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 in accordance with the Holidays Act 2003.
- 10.3.5 When part time employees work fixed days (example every Monday to Wednesday) they will receive a day's 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 day's 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 day's leave.
- 10.3.6 Part-time employees whose days of work are not fixed and are not required to work on the public holiday shall be entitled to payment if they worked on the day of the week that the public holiday falls more than 40% of the time over the last three months, based on the number of hours normally worked on that day.
- 10.3.7 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 11.2.4).

## **11.0 ANNUAL LEAVE**

11.1 Subject to clause 11.2 below, employees shall be granted leave of absence on full pay in respect of each leave year as follows:

- (a) Four weeks' annual leave for years 1 to 5
- (b) Five weeks' annual leave for year 6 onwards. For clarity, annual leave will accrue at this rate from the commencement of year 6.

Part-time employees shall be entitled to annual leave on a pro-rata basis, i.e. every part-time employee will be entitled to annual leave as prescribed, with salary during leave paid for the employee's ordinary working hours.

### **11.2 Conditions**

The employer may decide, after consultation with the employee, when annual leave will be taken. Approval of annual leave 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.

- 11.2.1 The term "leave year" means the year ending with the anniversary date of the employee's appointment.
- 11.2.2 For the purpose of this clause, service is as defined in clause 2.0.
- 11.2.3 The employer may permit an employee to take annual leave in one or more periods.
- 11.2.4 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.

11.2.5 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.

11.2.6 Every part-time employee will be entitled to annual leave as prescribed. Salary during leave will be paid for the employee's usual working week, at the rate prescribed by the Holidays Act 2003.

11.3 Payment In Lieu Of Annual Leave For Casual Employees

Casual employees, at the discretion of the employer, shall EITHER:

- (i) be paid 8% gross taxable earnings in lieu of annual leave, to be added to each fortnightly or weekly wage payment (no annual taxable earnings calculation is therefore necessary); OR
- (ii) annual leave will accrue pro rata according to hours worked in accordance with clause 11.

11.4 Leave Without Pay In Relation To Annual Leave Entitlement

An employee who is granted leave without pay and who remains in the service of the employer, will, except where provision is made otherwise, have such leave counted as service for annual leave purposes.

11.5 Extra Leave For Shift Employees

11.5.1 "Shift work" is defined as the same work performed by two or more employees or two or more successive sets or groups of employees working successive periods.

11.5.2 Employees who work rotating shift patterns or those who work qualifying shifts shall be entitled, on completion of 12 months' employment on shift work, to up to an additional five days' annual leave, based on the number of qualifying shifts worked. The entitlement will be calculated on the annual leave anniversary date.

11.5.3 Qualifying shifts are defined as a shift which involves at least two hours' work performed outside the hours of 8:00am to 5:00pm, excluding overtime.

11.5.4 The following leave is granted to any employee working the required number of qualifying shifts per annum:

<b>Number of qualifying shifts per annum</b>	<b>Number of days additional leave per annum</b>
121 or more	5
96 - 120	4
71 - 95	3
46 - 70	2
21 - 45	1

## 12.0 SICK LEAVE

The provisions of this clause are inclusive of the special leave provisions of the Holidays Act 2003.

### 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 rates below in clause 12.1.2.

12.1.2 On appointment with the employer, a full-time employee shall be entitled to 10 working days' sick leave and an additional 10 working days for each subsequent twelve-month period. The employee shall be paid at relevant daily pay as prescribed in the Holidays Act 2003.

12.1.3 The production of a medical certificate or other evidence of illness may be required in accordance with the Holidays Act 2003.

12.1.4 The employee can accumulate their entitlement up to a maximum of 260 days. Any unused portion of the first five days' entitlement, up to a maximum of 15 days, can be carried over from year to year and will be paid at relevant daily pay, in accordance with the Holidays Act 2003.

12.1.5 Casual employees have no entitlement to sick leave unless otherwise entitled under the Holidays Act 2003.

12.1.6 In the event an employee has no entitlement left, they may be granted an additional 10 days per annum. In considering the grant of leave under this clause, the employer shall recognise that discretionary sick and domestic leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted. Requests should be considered at the closest possible level of delegation to the employee and in the quickest time possible, taking into account the following:

- (i) The employee's length of service
- (ii) The employee's attendance record
- (iii) The consequences of not providing the leave
- (iv) Any unusual and/or extenuating circumstances

Reasons for a refusal shall, when requested by the employee, be given in writing and before refusing a request, the decision maker is expected to seek appropriate guidance.

Leave granted under this provision may be debited as an advance on the next year's entitlement up to a maximum of five days.

12.1.7 At the employer's discretion, an employee may be granted further anticipated sick or domestic leave. Any anticipated leave taken in excess of an employee's entitlement at the time of cessation of employment may be deducted from the employee's final pay.

### 12.1.8 Leave for Medical Care of a Non-urgent Nature



For medical care of a non-urgent nature employees will endeavour to make appointments out of working hours. When this is not possible employees may take appointments within working hours and without loss of remuneration.

## 12.2 Domestic Leave

Domestic leave as described in this clause is leave used when the employee must attend a dependent of the employee. This person would, in most cases, be the employee's child, partner or other dependent family member.

12.2.1 Domestic leave does not include absences during or in connection with the birth of an employee's child. Annual leave or parental leave should cover such a situation.

12.2.2 At the employer's discretion, an employee may be granted leave without pay, where the employee requires additional time away from work to look after a seriously ill member of the employee's family.

12.2.3 The production of a medical certificate or other evidence of illness may be required.

## 12.3 Sick Leave In Relation To Annual And Long Service Leave

12.3.1 When sickness occurs during an employee's 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.

12.3.2 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 the employee's sick leave entitlement if the total continuous period of sickness exceeds three days.

12.3.3 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.

## 12.4 Leave Without Pay In Relation To Sick Leave Entitlements

12.4.1 Full-time or part-time employees are able to take leave without pay, providing that such leave is mutually agreed between the employer and the employee, and is in accordance with the employer's policy on leave without pay.

12.4.2 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.

## 12.5 Accident-Related Provisions

12.5.1 Where an employee is incapacitated as a result of a work accident and

that employee is on earnings related compensation, then the employer agrees supplement the employee's compensation by 20% of base salary during the period of incapacitation. The employer may agree to reimburse employees for treatment and other expenses or for financial disadvantages incurred as a result of a work-related accident. This agreement will be on a case by case basis. This payment shall be taken as a charge against sick leave up to the extent of the employees paid sick leave entitlement.

12.5.2 For non-work-related accidents, where the employee requests, the employer shall supplement the employee's compensation by 20% of base salary and this shall be debited against the employee's sick leave up to the extent of the employee's paid sick leave entitlement.

12.5.3 Transport of injured employees – Where the accident is work-related and the injury sustained by the employee necessitates immediate removal to a hospital, or to a medical practitioner for medical attention and then to their residence or 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 meals and lodging incurred by or on behalf of the employee during the period she/he is transported, and claim reimbursement from ACC.

### **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 and will be exercised in accordance with the Holidays Act 2003. Bereavement Leave shall include miscarriage or still-birth as per s.69 (2) (c-d) of the Holidays Act 2003.

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 13.1 as stated 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.

13.4 The employer agrees that on application, it may be appropriate to grant leave without pay in order to accommodate various special bereavement needs not recognised in clause 13.1 above.

### **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 recognised service, as defined in Clause 2.0. Such entitlement may be accrued. However, any service period for which a period of long service leave has already been taken or paid out shall not count towards this entitlement.

14.2 Long Service Leave will be paid on the same basis as annual leave as per the Holidays Act 2003 as at the time of taking the leave. This will be based on the employee's FTE status at the time of taking the leave.

14.3 For the purposes of 14.1, recognised service shall be from 1 October 2008; unless the employee has an ongoing or grand-parented provision.

For employees with an ongoing or grand-parented provision, 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 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 14.1.

14.3 Leave without pay in excess of three months taken on any one occasion will not be included in the five year qualifying period, with the exception of parental leave.

14.4 Long Service leave must be taken in one continuous period, and will require the consent of the employer in regard to when the leave can be taken. The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.

14.5 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's 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 and is to be read in conjunction with the Parental Leave and Employment Protection Act 1987 (referred to as the Act in this clause 15), provided that where this clause 15 is more favourable to the employee, the provisions of this clause 15 shall prevail.

15.2 Entitlement and eligibility – Provided that the employee assumes or intends to assume the primary 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 or permanently placed with them or their partner;
- (c) where two or more children are born at the same time, adopted or placed with them within a one month period, for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born, adopted or permanently placed with them.

15.3 Length of Parental Leave

- (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.

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.

- (c) 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 one or both partners are employed by the employer.

Except as provided for in 15.15, Parental Leave is unpaid.

15.4 In cases of adoption or permanent placement of children less than five years of age, parental leave shall be granted in terms of 15.2 and 15.3 above, providing the intention to adopt is notified to the employer immediately following advice from Oranga Tamariki (or any iteration) 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.

15.5 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 or midwife certifying the expected date of delivery. The provision may be waived in the case of adoption or permanent placement.

15.6 The commencement of leave shall be in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.

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 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.
- 15.9.3 Parental leave shall be recognised towards service-based entitlements, i.e. annual leave and sick leave. However, parental leave will not contribute to Retiring Gratuities allowance calculations.
- 15.10 Ability to Hold Position Open
- 15.10.1 Where possible, the employer must hold the employee's position open or fill it temporarily until the employee's return from parental leave. However in the event that the employee's position is a "key position" (as contemplated in the Act), 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 15.9.1(a) 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 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 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(a), 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 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 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 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.
- 15.14 Employees on parental leave may from time to time and by agreement work occasional duties during the period of parental leave and this shall not affect the rights and obligation of either the employee or the employer under this clause.
- 15.15 Paid Parental Leave
- 15.15.1 Where an employee takes parental leave under this clause 15.0, meets the eligibility criteria in 15.2 (ie: they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Act, the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee’s base salary (pro rata if less than full time) for a period of fourteen (14) weeks.
- 15.15.2 The payment shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata if applicable) payable to the employee for the six weeks immediately prior to commencement of parental leave.
- 15.15.3 The payment shall be made only in respect of the period for which the employee is on parental leave and in receipt of the statutory payment if this is less than 14 weeks.
- 15.15.4 Where 15.3(c) applies and both partners are employed by the employer, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.
- 15.16 Reappointment After Absence Due To Childcare
- 15.16.1 Employees who resign to care for a dependent pre-school child or children may apply to their former employer for preferential appointment to a position which is substantially the same in character and at the same or lower grading as the position previously held.
- 15.16.2 Parental leave is a distinct and separate entity from absence due to childcare.
- 15.16.3 The total period of childcare absence allowed is four years plus any increases in lieu of parental leave. Longer absence renders a person ineligible for preferential appointment.
- 15.16.4 Persons seeking reappointment under childcare provisions must apply to the former employer at least three months before the date on which they wish to resume duties.
- 15.16.5 This application for reappointment must be accompanied by:
- (i) The birth certificate of the pre-school child or children; and

- (ii) A statutory declaration to the effect that the absence has been due to the care of a dependent pre-school child or children, that the four year maximum has not been exceeded, and that paid employment has not been entered into for more than 15 hours per week. Where paid employment has exceeded 15 hours per week, the reappointment is at the CEO's discretion.

15.16.6 The employer shall make every effort to find a suitable vacancy for eligible applicants as soon as their eligibility for preferential re-entry is established. Appointment to a position may be made at any time after the original notification of intention to return to work, provided the appointee agrees.

15.16.7 Where:

- (i) The applicant meets the criteria for eligibility; and
- (ii) There exists at the time of notification or becomes available within the period up to two weeks before the intended date of resumption of duties, a position which is substantially the same in character and at the same or lower grading as the position previously held; and

- (iii) The applicant has the necessary skills to competently fill the vacancy;

Then: the applicant under these provisions shall be appointed in preference to any other applicant for the position.

15.16.8 Absence for childcare reasons will interrupt service but will not break it.

15.16.9 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 entitlement.

15.16.10 Applicants for preferential re-entry rights do not have a right of review against their non-appointment.

## **16.0 JURY SERVICE AND WITNESS LEAVE**

16.1 Employees called on for jury service or who are summoned, or as a witness for the Crown, the employer, or in the course of their employment, 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.

16.2 An employee called on for jury service or as a witness may elect to take annual leave, leave without pay, or leave on pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain the juror's fees (and expenses paid).

16.3 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 as the salary rate consistent with their normal rostered duties. The employee is to pay any fee received to the employer but may retain expenses.

- 16.4 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.
- 16.5 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.

## **17.0 UNION REPRESENTATIVES' EDUCATION LEAVE AND UNION LEAVE**

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.

The Employer shall grant paid leave (at ordinary rates) to employees required to attend formal meetings of the APEX national executive.

## **18.0 STOP WORK MEETINGS**

- 18.1 In accordance with the Employment Relations Act 2000 and subject to subsections 18.2 to 18.5 of this clause, the employer shall allow every employee who is a member of the Union, on ordinary pay, to the extent that the employee would otherwise be working for the employer during the meeting, two stop work meetings (each of a maximum of two hours' duration) in each year (being the period beginning on the first day of January and ending on the following 31<sup>st</sup> day of December).
- 18.2 The Union shall give the employer at least 14 days' notice of the date and time of any meeting to which sub-clause (1) of this clause applies.
- 18.3 The Union 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 to remain available during the meeting to enable the employer's operation to continue.
- 18.4 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.
- 18.5 Only employees who actually attend a Union meeting shall be entitled to pay in respect of that meeting and to that end the union shall supply the employer with a list of employees who attended; and shall advise the employer of the time the meeting finished.

## **19.0 UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT**

- 19.1 Where the employer requires an employee to wear a uniform, it shall be provided free of charge, but shall remain the property of the employer.

- 19.2 Suitable protective clothing, including foot/eye/hearing protection, shall be provided at the employer's expense where the duty involves a risk of excessive soiling or damage to uniforms or personal clothing, or a risk of injury to the employee.
- 19.3 The foot protection provided for in clause 19.2 includes the employer's instruction that the employee wear specific shoes for infection control purposes. Where the employer and employee agree, the employee may purchase appropriate protective clothing/footwear and the employer will reimburse actual and reasonable costs.
- 19.3 An employee 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. Each case shall be determined on its merits by the employer.
- 19.4 Where the employer and employee agree for the purpose of health and safety, the employee may purchase appropriate clothing/footwear/prescription eyewear and the employer will reimburse actual reasonable costs.

## **20.0 REFUND OF ANNUAL PRACTISING CERTIFICATE**

- 20.1 Where an employee 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 on production of the practising certificate 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) Any payment will be offset to the extent that the employee has received a reimbursement from another employer.
  - (d) The employer will only pay one APC unless there are operational requirements for an employee to maintain multiple APCs.
- 20.2 Where the employer requires employees to hold a competency certificate issued by a professional association, the employer will reimburse the associated fees incurred.

## **21.0 EDUCATION AND TRAINING**

- 21.1 Where the employer requires an employee to undertake a course of study; leave and actual and reasonable expenses shall be refunded in accordance with the employer's policies.
- 21.2 The employer shall provide all actual and reasonable costs for qualifications, training courses and seminars as required by the employer. Compensation for any time spent over the employee's ordinary hours will be agreed in advance.

21.3 Subject to agreement by the employer that the course is appropriate for the professional development needs of the technician and the service, biomedical technicians who wish to complete the TAFE Plus Statement in Medical Equipment Servicing and Technical Support, or a similar qualification as developed by a New Zealand tertiary education institution, shall have their full course fees paid for by the employer.

21.3.1 The payment of these fees shall be bonded for 24 months from the commencement of the course. Employees who resign before the completion of 24 months shall repay the employer a pro-rated amount (i.e. repay 50% of the cost of the course if they resign 12 months after starting the course).

21.3.2 If an employee fails the course, they employer will not be required to reimburse the same course again.

21.3.3 Employees completing the agreed qualification as detailed in this clause shall be provided with up to two hours per week study time to complete coursework and assessments. Study leave approval is subject to service requirement.

## **22.0 EMPLOYEE PARTICIPATION**

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

22.2 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.
- (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.

22.2.1 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 25.0 specifically: staff surplus, and options for resolving staff surplus.

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

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

22.2.4 Mechanisms established for the purpose of 'Management of Change' will allow input and recommendations to be made to the employer, who will



consider these recommendations and will make best endeavours to take the views of their employees into account before making final decisions.

- 22.2.5 The employer agrees that the employees and the Union representative will be advised of any review which may result in significant changes to either, the structure, staffing, or work practices affecting employees and allow for the opportunity for employees and their representatives to be involved in the review so as to allow substantive input.

When the implementation of decisions arising from any such reviews will result in staff surpluses the procedures under staff surplus shall be adopted.

- 22.3 For the purposes of clauses 23.0, 24.0 and 25.0, the recognised representative shall be the Union advocate unless otherwise agreed.

## **23.0 RESTRUCTURING**

- 23.1 In the event that all or part of the work undertaken by the employee will be affected by the employer entering into an arrangement whereby a new employer will undertake the work currently undertaken by the employee, the employer will meet with the employee, providing information about the proposed arrangement and an opportunity for the employee to comment on the proposal, and will consider and respond to their comments. The employee has the right to seek the advice of their union or to have the union act on their behalf.
- 23.2 The employer will negotiate with the new employer, including whether the affected employees will transfer to the new employer on the same terms and conditions, and will include in the agreement reached with the new employer a requirement that the employee be offered a position with the new employer at the same or similar terms of employment.
- 23.3 Where the employee either chooses not to transfer to the new employer, or is not offered employment by the new employer, the employer will activate the staff surplus provisions of this agreement.

## **24.0 STAFF SURPLUS**

When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in subclause 24.5 below shall be invoked and decided on a case by case basis by the employer having due regard to the circumstances of the affected employee.

- 24.1 Notification

The employer will advise the Union at least one month prior to the date that notice is required to be given to the employee whose position is required to be discharged, and this notice will include information as detailed in subclause 24.2. Notification of a staffing surplus shall also be advised to the affected employee on

a date that may be varied by agreement between the parties. During this period, the employer and the employee will meet to discuss the option most appropriate to the circumstances. Where employees are to be relocated, at least one month's notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

24.2 The following information shall be made available to the Union:

- (a) the location/s of proposed surplus;
- (b) the total number of proposed surplus employees;
- (c) the date by which the surplus needs to be discharged;
- (d) the positions, grading, names and ages of the affected employees; and
- (e) availability of alternative positions with the employer.

On request, the Union will be supplied with relevant additional information where available.

24.3 Options

The following are the options, in order of preference, to be applied by the employer in staff surplus situations:

- (a) reconfirmed in position
- (b) attrition
- (c) redeployment
- (d) retraining
- (e) severance

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in sub-clause 25.12 will be applied as a package.

24.4 Reconfirmed In Position

Where a position is to be transferred into a new structure in the same location and grade, and where there is one clear candidate for the position, the employee is to be confirmed in it. Where there is more than one clear candidate the position will be advertised with appointment made as per normal appointment procedures.

24.5 Attrition

Attrition means that as people leave their jobs because they retire, resign, transfer, die or are promoted, they may not be replaced. In addition or alternatively, there may be a partial or complete freeze on recruiting new employees or on promotions.

24.6 Re-Deployment

Employees may be redeployed to a new job at the same or lower salary in the same or new location.

24.6.1 Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee, at the rate paid in the old job at the time of redeployment. The employer can preserve the salary in the following ways:

- (a) a lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
- (b) an on-going allowance for two years, equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).

24.6.2 Where the new job is within the same local area and extra travelling costs are involved, actual additional travelling expenses by public transport shall be reimbursed for up to 12 months.

24.6.3 The redeployment may involve employees undertaking some on-the-job training.

24.6.4 Where the employee refuses to accept redeployment into a new job at the same or lower salary in the same or new location, the employee shall not be entitled to any severance payment in accordance with clause 24.9, other than notice of termination.

Unless the employee otherwise agrees, any such redeployment shall be to a position substantially similar to the employee's current position.

## 24.7 Retraining

24.7.1 Where a skill shortage is identified, the employer may offer a surplus employee retraining to meet that skill shortage, with financial assistance up to the maintenance of full salary plus appropriate training expenses. It may not be practical to offer retraining to some employees identified as surplus. The employer needs to make decisions on the basis of cost, the availability of appropriate training schemes and the suitability of individuals for retraining.

24.7.2 If an employee is redeployed to a position that is similar to his or her previous one, any retraining may be minimal, taking the form of "on the job" training such as induction or in-service education.

Where an employee is deployed to a new occupation or a dissimilar position the employer should consider such forms of retraining as in-service education, block courses or night courses at a tertiary or other institution, nursing bridging programmes, etc.

## 24.8 Severance

Payment will be made in accordance with the following:

24.8.1 For employees engaged prior to 30 June 1992 "Service" for the purposes of this sub clause, 24.8 means total aggregated service with the

employing employer, with that employer and one or more other District Health Boards, and with one or more of the following services:

- (a) Public Service
- (b) Post Office
- (c) New Zealand Railways
- (d) any University in New Zealand
- (e) any Health Centre in any New Zealand Polytechnic and/or College of Education

**NOTE:** However, this excludes any service with any of the above Services or with any Board, CHE, HHS or DHB that has been taken into account for the purposes of calculating any entitlement to a redundancy / severance / early retirement or similar payment from any of the above services or from any Boards.

24.8.2 For employees engaged on or after 30 June 1992 "Service" for the purpose of this clause means current continuous service with the employer.

24.8.3 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment shall only be made where the requisite notice cannot be given. Notice that is of a lesser period than required by this document shall require the employer to pay an amount proportionate to the period of notice not given. This payment is regardless of length of service; and

24.8.4 12 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and

24.8.5 4 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and

24.8.6 Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

**NOTE:** The total amount paid to employees under this provision shall not exceed the basic salary (T1 rate only) the employee would have received between their cessation and the date of their being eligible for government superannuation.

24.8.7 If the employee has 10 or more years' service, the full retiring gratuity, as set out in a letter provided to the employee from the employer.

- (a) Employees with not less than eight years' service but less than ten years' service, shall be paid two weeks' basic salary (T1 rate only).

(b) Employees with not less than five years' service but less than eight years' service, shall be paid one-week's basic salary (T1 rate only).

24.8.8 Outstanding annual leave and long service leave may be separately cashed up.

24.8.9 Where there is an offer of redeployment to reduced hours, an employee may elect to take a pro-rata compensatory payment based on the above severance calculation.

#### 24.9 Job Search

Employees will be assisted to find alternative employment by being able to have 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.

#### 24.10 Counselling

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

### 25.0 TRANSFER PROVISIONS

Where an employee's employment is being terminated by the employer by reason of the sale or transfer of the whole or part of the employer's business, nothing in this Agreement shall require the employer to pay compensation for redundancy to the employee if:

#### 25.1 The person acquiring the business or the part being sold or transferred

- (a) has offered the employee employment in the business or the part being sold or transferred; and
- (b) has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and
- (c) the conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are the same as, or are no less favourable than, the employee's conditions of employment, including:
  - (i) any service related conditions; and
  - (ii) any conditions relating to redundancy; and
  - (iii) any conditions relating to superannuation under the employment being terminated; and
- (d) the offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either:
  - (i) in the same capacity as that in which the employee was employed by the employer; or

(ii) in any capacity that the employee is willing to accept.

## **26.0 NOTICE**

26.1 Unless otherwise stipulated, the employment shall be deemed to be a monthly one, and one month's notice shall be given by either side; but this shall not prevent the employer from summarily dismissing any employee for serious 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 absents him/herself from work for a continuous period exceeding three 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.

## **27.0 DEDUCTION OF UNION FEES**

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 UNION REPRESENTATION**

The authorised delegates of the union shall with the consent of the manager (which shall not be unreasonably withheld) be entitled to time during work hours to carry out their role as workplace representatives; including promoting and facilitating the objectives of the partnership agreement in appendix 1.

## **29.0 STOP WORK MEETINGS**

29.1 Subject to subsections 29.2 to 29.5, 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.

29.2 The representative shall give the employer at least 14 days' notice of the date and time of any meeting to which subsection 29.1 is to apply.

29.3 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 employer's members to remain available during the meeting to enable the employer's operation to continue.



29.4 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.

29.5 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.

### **30.0 PERSONAL GRIEVANCE, DISPUTES, AND EMPLOYMENT RELATIONSHIP PROBLEMS**

30.1 An “employment relationship problem” includes:

- (a) a personal grievance
- (b) a dispute
- (c) any other problem relating to or arising out of the employment relationship

30.2 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 Ministry of Business, Innovation and Employment 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.)

30.3 A “personal grievance” means a claim that the employee:

- (a) has been unjustifiably dismissed
- (b) has had their employment, or their conditions of employment, affected to their disadvantage by some unjustifiable action by the employer
- (c) has been discriminated against in their employment
- (d) has been sexually harassed in their employment
- (e) has been racially harassed in their employment
- (f) has been subjected to duress in relation to Union membership

30.4 If the employment relationship problem is a personal grievance, the employee 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 the employee’s notice, whichever is the latter. There is also additional time

available for raising a personal grievance under the Act, under particular circumstances (ERA Section 115).

- 30.5 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.
- 30.6 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.

### **31.0 HEALTH AND SAFETY**

The employer shall comply with the provisions of the Health and Safety at Work Act 2015 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.

- 31.1 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.
- 31.2 Where safety equipment is required, it is the responsibility of employees to ensure it is appropriately utilised.
- 31.3 It is the responsibility of every employee to report any hazards, accidents or injuries as soon as practicable using the employer's hazard management system.
- 31.4 It is the responsibility of the employer to systematically identify and address any workplace hazards, which may affect the safety of employees.
- 31.5 Where there is a concern regarding the safety of employees, employees have the right to contact APEX for advice on their rights under legislation.

### **32.0 INDEMNITY**

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.

### **33.0 TEMPORARY OR FIXED TERM AGREEMENTS**

- 33.1 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.

33.2 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.

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

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.

#### **35.0 TRANSFER EXPENSES**

Before a transfer takes place the terms under which such transfer is to occur shall be agreed between the employee and the employer and recorded in writing. This is for:

- (a) Transferring on promotion; or
- (b) Transferring at the convenience of the employer

#### **36.0 REIMBURSEMENT OF PROFESSIONAL FEES**

The employer may reimburse the employee \$100 per annum towards the cost of membership of the New Zealand Institute of Healthcare Engineering. Provided that where an employee also works for another organisation or in a private practice, the employer will only be required to pay the amount on a pro-rata basis.

#### **37.0 SAVINGS**

37.1 This Agreement supersedes all terms and conditions in previous agreements. However, as significant changes have been made, it is acknowledged that certain terms and conditions may have inadvertently been omitted or included.

37.2 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.

#### **38.0 TRAVELLING EXPENSES AND INCIDENTALS**

38.1 When travelling on employer business, the employee will be reimbursed for costs on an actual and reasonable basis on presentation of receipts, including staying privately.

38.2 Employees who are instructed to use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time. Any change to this rate shall be effective from the first pay period following the date of promulgation by the IRD.



## **APPENDIX 1: PARTNERSHIP**

The parties have recognised the value of working more cooperatively and constructively together to achieve the over-arching goal of maintaining and advancing a workforce that takes shared responsibility for providing high quality healthcare on a sustainable basis. To this end we have agreed to progress the on-going interests and issues of the parties outside of bargaining.

The objectives of the partnership are:

- To ensure the parties' dealings with each other are in accord with the principles of good faith and are characterised by constructive engagement based on honesty, openness, respect and trust;
- That the principles, processes, procedures and goals adopted enable exploration of matters in a meaningful, solution focused approach with the group being empowered to implement appropriately agreed solutions
- That efforts are made to maintain and further develop their relationship, decision making and inter party cooperation;
- To co-ordinate the trialling, and where appropriate, introduction of innovative initiatives which will improve healthcare delivery;
- Work towards enhanced job satisfaction.
- To achieve consensual decision making and outcomes.

The objectives that have been agreed include promoting the provision of a safe, healthy and supportive work environment. The parties also recognise that environmental and fiscal challenges may impinge on work practices and accept that there needs to be constant evaluation to improve productivity and cost effectiveness and to ensure the efficient, sustainable delivery of high quality health services.

Either party can call for a meeting to consult around any of the above objectives; the composition of the respective parties shall have an appropriate senior member with equal representation of other participants with a maximum of three to each team with co-opting of others as required.

## **APPENDIX 2: MERIT PROGRESSION CRITERIA FOR NON-AUTOMATIC INCREMENTS**

For Technicians on Top Automatic Progression Step and Assistants on Top Automatic Progression Step, who wish to apply for additional progression step or merit progression, a written request shall be made to the Biomedical Engineering Manager. The employee and manager shall agree on a progression plan consisting of one to two tasks for additional progression step and between three and four tasks for merit progression depending on size and complexity. The number of objectives may be reduced, if the manager and employee are agreed that the objectives are of sufficient size and complexity that a reduction needs to occur. A plan may retrospectively recognise work done to complete tasks by mutual agreement between the employee and manager (agreement shall not unreasonably be withheld). Plans will take up to one year to complete, but this may be extended by agreement.

Due to changing service requirements outside the control of the employee or manager, the objective set may need to be adjusted. If the employee feels that the objective(s) set are no longer relevant or achievable, it is the responsibility of the employee to initiate a review of the objective(s).

Entrance into the additional progression step or merit progression process is dependent upon the employee having been assessed as satisfactory in their most recent annual performance review.

An employee may apply for additional progression step or merit progression to the next pay step upon completion of their agreed tasks and submission of an application letter with supporting evidence. An employee may not apply for additional progression step or merit progression more frequently than once per year.

The decision maker will be the Biomedical Engineering Manager, on the advice of the Director of Business Support. Successful applications shall be backdated to the date the complete application is submitted (i.e. tasks are completed).

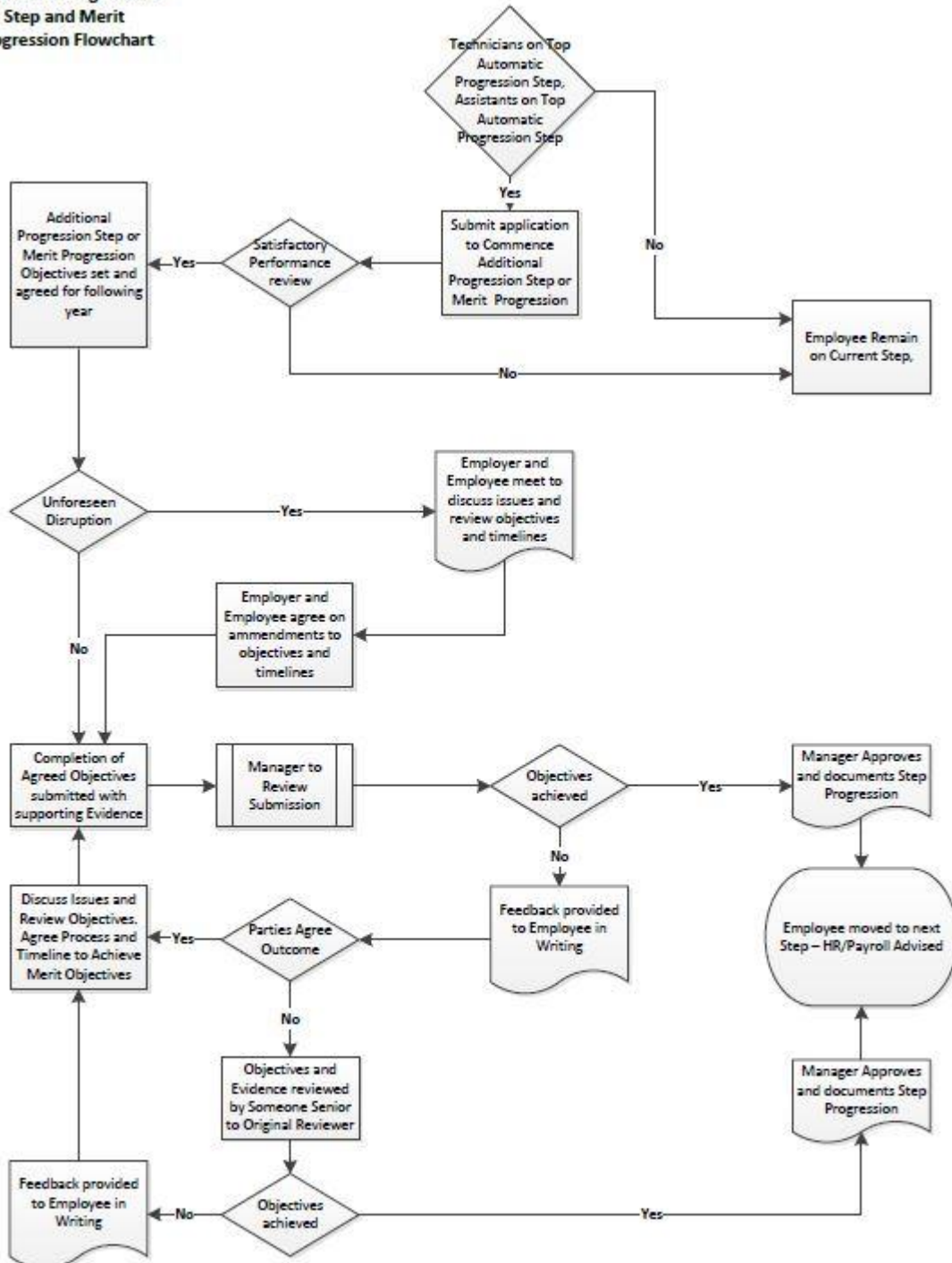
Where an application is unsuccessful, the employee will be told promptly of the reasons why and given the opportunity to submit a written request to have the application reviewed by someone senior to the original decision maker; or if incomplete, given the opportunity to resubmit a partially completed application.

Employees who attain a merit step(s) will be expected to continue to maintain additional specialisation or competencies achieved.



# ADDITIONAL PROGRESSION STEP AND MERIT PROGRESSION FLOW CHART

**Additional Progression Step and Merit Progression Flowchart**



## **MERIT PROGRESSION TASKS**

### **Service development**

Involvement in project work and or development of new BME initiatives.

- Setting up and streamlining parts store stock levels, availability, and procedures for staff to maintain accuracy
- Asset tracking system setup and maintenance
- Management of software updates
- System setups/configuration saved to shared area for visibility
- Link EST & EPP scripts to Models
- Setup of Central stations, removing from floor and locating in appropriate cabinets, installing UPS/Mains switches for ease of maintenance. This will include telemetry receivers.

### **Policies and protocols**

Develop/update policies, protocols, and procedures, and communicates these effectively to the team and other wards as applicable.

- Asset Management, Implementation of ECRI in Service Manager (or similar) and procedures for correctly setting up & updating assets
- Providing BME staff training on HNZ policies & procedures
- Proactively provide training to HNZ staff in other wards about BME policies & job logging procedures, including logins and asset identification

### **Research**

Contributes to BME profession through research and quality improvement activity at local and/or regional levels.

- Auditing and research of servicing and testing procedures in BME departments at regional hospitals for various equipment
- Auditing and research of implementation of AS/NZS 3551 & 3760 testing procedures at regional hospitals e.g. in Labs, and how this works in conjunction with the EWRB
- FTE levels relevant to workload i.e. number of assets assigned per technician

### **Specialist Learning and Expertise**

Is recognised as a knowledgeable expert in an area of technical practice both outside and inside the BME department and functions accordingly.

- Co-ordinates a technical area and communicates with other departments to resolve issues and provide more efficient service.
- Organises and prioritises workflow and technician assignments
- Directs and advises other technicians on technical servicing procedures and more complex problems and solutions

## **Formal Education**

Undertakes and completes either a short course or self-directed learning programme that improves the technician's understanding of the biomedical technician discipline or improves the employee's professional development

- Completion of a Biomedical Technician recognised qualification e.g. TAFE or other formal education to support area expertise
- Completion of Health NZ professional training courses

## **Teaching**

Has had a significant role in developing training materials, and/or teaching and training other technicians in a formal setting for the purpose of upskilling the techs and provisioning the BME department with greater knowledge and expertise

- Includes simplifying training manuals into comprehensive overviews of main types of equipment
- Liaising with OEM providers to obtain official training materials
- Becoming a certified teacher/trainer for various OEM
- Provides teaching for ongoing application of Health and Safety
- Provides induction training to external service providers and their representatives
- Share knowledge to other technicians on completion of training
- Provides teaching on a specialist subject matter to the department or other persons

## **Mentoring**

Provides coaching, mentoring and development to other BME technicians and/or work-experience students.

- Manages the priorities and workload of new techs and/or work-experience students (this includes elements like planning, leading, organising, or controlling).
- Provides a quality control single-point check of the safety and function of each asset serviced by a monitored team member before it re-enters service in the hospital

## **Cultural**

Develops cultural awareness skills and/or provides leadership in promoting culturally appropriate delivery of the BME service to Maori and other cultural groups.

- Evidence showing development of cultural awareness skills which may be achieved by completing the self-directed training in the basics of other languages.
- Training on the Treaty of Waitangi and how that has application for BME technicians functioning in their role on Health NZ wards and sites
- Promoting awareness and respect of cultures represented by each of the different ethnic groups in the BME department

***Any other objectives as agreed between the manager and the technician / assistant.***

## What “else” does APEX do?

- We negotiate Dental Therapists’ and Dental Assistants’ **collective agreements** for members in both the **public and private sectors**. And of course, we enforce those agreements ensuring our members do get their rightful entitlements.
- We give members **employment advice** generally. This includes around your employment rights under legislation and at common law as well as your collective agreements, pay and in relation to any disputes that could arise.
- We provide advice, support and action with respect to **health and safety**. This includes psychological risks (e.g. bullying), physiological risks (e.g. fatigue) and physical risks (e.g. temperature in workplaces, hazardous substances, lifting etc)
- We support over **300 delegates** in workplaces around NZ, providing them with training and access to professional advice whenever they need it. Our delegates are immediately available to you in the workplace and are a critical link between members and the professional advocates and staff employed by APEX.
- We produce **Journals and newsletters** to keep you up to date with what is happening within your world, the wider Allied Scientific and Technical Health Practitioners space and whole of health and industrial environments.
- APEX **monitors legislation and other policy drivers** to ensure you know what might be happening that could affect you, and to ensure you have the opportunity to have a say, if you wish.
- We provide a public face to the **media** not just in relation to industrial matters but also health policy, health and safety issues and so that we can promote the invaluable work you perform.
- We provide access to **indemnity insurance**.
- We maintain the provision of **Facebook and Website** facilities to keep us all in touch and provide ready access to information and resources.

And much more. For further information check out our website

[www.apex.org.nz](http://www.apex.org.nz) or [join us on Facebook](#).











**ALLIED SCIENTIFIC AND TECHNICAL**

PO BOX 11369  
ELLERSLIE  
AUCKLAND 1542

**Phone:** (09) 526 0280  
**Email:** [biomed@apex.org.nz](mailto:biomed@apex.org.nz)  
**Facebook:** [facebook.com/APEXUNION](https://www.facebook.com/APEXUNION)  
**Website:** [www.apex.org.nz](http://www.apex.org.nz)

