

ANAESTHETIC TECHNICIANS' COLLECTIVE AGREEMENT



&

Lakes DHB

3 September 2018 to 31 October 2020

TABLE OF CONTENTS

1.0	AGREEMENT FORMALITIES	4
1.1	THE PARTIES TO THIS AGREEMENT.....	4
1.2	COVERAGE.....	4
1.3	EXISTING EMPLOYEES.....	4
1.4	NEW EMPLOYEES.....	4
1.5	DEFINITIONS.....	5
1.6	CATEGORIES OF EMPLOYMENT.....	6
2.0	HOURS OF WORK	6
2.1	HOURS OF WORK.....	6
	2.1.1 <i>The Week</i>	6
	2.1.2 <i>Ordinary Hours of Work</i>	6
	2.1.3 <i>Rosters</i>	7
	2.1.4 <i>Hours of Work Requirements</i>	7
	2.1.5 <i>Variation of Hours of Work Requirements</i>	8
	2.1.7 <i>Meal Breaks and Rest Periods</i>	9
2.2	OVERTIME AND PENAL TIME.....	10
	2.2.1 <i>Overtime</i>	10
	2.2.3 <i>Penal Rates</i>	11
3.0	CALL-BACK	11
4.0	ALLOWANCES	12
4.1	ON-CALL.....	12
4.2	MEAL ALLOWANCE.....	12
4.3	HIGHER DUTIES ALLOWANCE.....	12
5.0	REMUNERATION	13
5.1	APPLICATION OF SALARY SCALES.....	13
	5.1.1 <i>Full-Time Salary Rates</i>	13
	5.1.2 <i>Placement of New Employees on Salary Scales</i>	13
5.2	SALARY SCALES – ANAESTHETIC TECHNICIANS.....	13
5.3	TRAINEES.....	16
5.4	DESIGNATED ANAESTHETIC TECHNICIAN POSITIONS.....	16
5.5	SALARY INCREMENTS WHILE ON STUDY LEAVE.....	17
5.6	PAYMENT OF SALARY.....	17
6.0	ANNUAL LEAVE	18
7.0	PUBLIC HOLIDAYS	19
8.0	BEREAVEMENT/TANGIHANGA LEAVE	21
9.0	SICK & DOMESTIC LEAVE	22
10.0	PARENTAL LEAVE	24
11.0	JURY SERVICE/WITNESS LEAVE	27
12.0	LEAVE TO ATTEND MEETINGS	28
13.0	EMPLOYEE RELEASE	28
14.0	LONG SERVICE LEAVE	28
15.0	LEAVE WITHOUT PAY	29
16.0	HEALTH & SAFETY	29

17.0	UNIFORMS, PROTECTIVE CLOTHING, & EQUIPMENT	30
18.0	REFUND OF ANNUAL PRACTISING CERTIFICATE AND CERTIFICATE OF COMPETENCY FEES	30
19.0	PROFESSIONAL ASSOCIATION FEES	30
20.0	PROFESSIONAL DEVELOPMENT, EDUCATION, & TRAINING LEAVE	30
21.0	POLICIES AND PROCEDURES	31
22.0	INSURANCE PROTECTION	31
23.0	TRAVELLING EXPENSES AND INCIDENTALS	31
24.0	INDEMNITY INSURANCE	32
25.0	DEDUCTION OF UNION FEES	32
26.0	STOPWORK MEETINGS	32
27.0	PERSONAL GRIEVANCE, DISPUTES & EMPLOYMENT RELATIONSHIP PROBLEMS	32
28.0	CONSULTATION, CO-OPERATION AND MANAGEMENT OF CHANGE	33
29.0	RESTRUCTURING	34
30.0	STAFF SURPLUS	35
30.1	NOTIFICATION	35
30.2	THE FOLLOWING INFORMATION WILL BE MADE AVAILABLE TO THE EMPLOYEE REPRESENTATIVE:	35
30.3	OPTIONS	35
30.4	RECONFIRMED IN POSITION	36
30.5	ATTRITION	36
30.6	RE-DEPLOYMENT	36
30.8	RETRAINING	36
30.9	SEVERANCE	37
30.10	JOB SEARCH	38
30.11	COUNSELLING	38
31.0	TECHNICAL REDUNDANCY	38
32.0	PARTNERSHIP	38
33.0	PENDING EMPLOYMENT	39
33.1	NOTICE PERIOD	39
33.2	ABANDONMENT OF EMPLOYMENT	39
34.0	VARIATION TO THIS AGREEMENT	39
35.0	SAVINGS	39
36.0	NON-WAIVER UNDERSTANDING	39
37.0	TERM OF AGREEMENT	39
	TECHNICAL MERIT PROCESS FLOW CHART	40

1.0 AGREEMENT FORMALITIES

1.1 The Parties to this Agreement

- (a) Lakes District Health Board (hereinafter referred to as Lakes DHB or the employer), and
- (b) The Association of Professionals and Executive Employees (hereinafter referred to as the Union, or APEX).

1.2 Coverage

This Agreement applies to all employees of Lakes DHB who are members of APEX and who are:

- (a) employed as Anaesthetic Technicians,
- (b) substantially employed as an Anaesthetic Technicians and registered as Anaesthetic Technicians by the Medical Sciences Council of New Zealand under the Health Practitioners Competency Assurance Act (2003) and subsequent amendments, but using a different title from time to time, and
- (c) trainee Anaesthetic Technicians on a formal training plan with Lakes DHB to become a registered Anaesthetic Technician.

1.3 Existing Employees

1.3.1 Existing employees who are covered by this Agreement may become members of APEX at any time. From the date of joining APEX, employees will receive all the benefits and be bound by all the 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. Employees are responsible for notifying Lakes DHB when they join APEX.

1.3.2 Any existing employee who joins APEX will translate to the salary scale set out in clause 5.2 on the basis of an assessment that places the employee on a step consistent with the salary scale, taking into account length of service, skills, and responsibilities. An employee who is concerned about his or her salary translation may seek the representation of APEX to raise such concerns with Lakes DHB.

1.4 New Employees

1.4.1 Any new employees whose work is covered by this Agreement and who are employed by Lakes DHB between the date this Agreement comes into effect and the expiry date will be offered in writing the opportunity for this Agreement to apply to them. From the date of becoming a member of APEX, a new employee will be entitled to all the benefits, and be bound by all the obligations, under this Agreement.

1.5 Definitions

Ordinary hourly rate of pay for 40 hours per week employees is 1/2086, correct to 3 decimal places of a dollar, of the yearly rate of salary payable.

Ordinary pay means the annual salaries provided for in this Agreement. For part-time employees, the annual salary is pro-rated.

Ordinary or normal hours mean 80 hours per fortnight.

Duty/shift means a single, continuous period of work required to be given by an employee, excluding overtime, on-call, and call-back. A duty is defined by a starting and finishing time. Duties include morning duties (AM), afternoon duties (PM), or night duties. When a major part of a duty falls on a particular day, the whole duty is regarded as being worked on that day.

Fortnight means the 14 days commencing midnight Sunday/Monday. When the major part of a shift falls on a particular day, the whole shift is regarded as being worked on that day.

Penal rate is the rate of pay for time worked (other than overtime) within ordinary hours of work during times specified in clause 2.2.2.

Service means the current continuous service with Lakes DHB and its predecessors (Hospital and Health Services, Crown Health Enterprises, Regional Health Authorities, Health Funding Authority, Area Health Boards and Hospital Boards), except where otherwise defined in the applicable clause. As of the 1 November 2007 service will transfer between DHBs. As of the 1 November 2007, service will not be deemed to be broken by an absence of less than 3 months. However, where the employee remains actively engaged on work related to their profession or study while absent, the period of 3 months will extend to 12 months. This period of absence does not count as service for the purpose of attaining a service-related entitlement.

Shift work is the same work performed by 2 or more employees or 2 or more successive sets or groups of employees working successive periods. A qualifying shift has a corresponding meaning.

Anaesthetic Technician means an employee who is registered as an Anaesthetic Technician by the Medical Sciences Council of New Zealand under the Health Practitioners Competency Assurance Act (2003) and subsequent amendments.

Employer means Lakes DHB.

T 1 means the ordinary hourly rate of pay.

T 0.25 means one quarter the ordinary hourly rate of pay.

T 0.5 means one half the ordinary hourly rate of pay.

T 1.5 means one and one half the ordinary hourly rate of pay.

T 2 means double the ordinary hourly rate of pay.

1.6 Categories of Employment

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. Casual agreements will not be used to deny employees security of employment. Lakes DHB reserves the right, however, to employ casual employees where necessary to meet the demands of service delivery.

Part-time employee means an employee, other than a casual employee, who works on a regular basis, but less than the ordinary or normal working hours set out in this Agreement.

Permanent employee means an employee who is employed for an indefinite term; that is, an employee who is not employed on a temporary or casual basis.

Fixed-term employee means a full-time or part-time employee who is employed for a specific limited term for a specified project or situation or, for example, to replace an employee on parental leave, study leave, long term accident or sickness, or where there is a task of a finite duration to perform. There is no expectation of ongoing employment. Fixed-term agreements will not be used to deny employees security of employment.

Full-time employee means an employee who works not less than the ordinary or normal working hours set out in this Agreement.

2.0 HOURS OF WORK

2.1 Hours of Work

2.1.1 The Week

The week starts and ends at midnight each Sunday/Monday. When the major part of a duty falls on a particular day, the whole duty is regarded as being worked on that day. This clause does not relate to remuneration, but only to rostering conventions for days off.

2.1.2 Ordinary Hours of Work

- a) Unless otherwise specified, the ordinary hours of work are either:
- (i) 80 hours in each two-week period (14 days), worked as not more than 10 duties, provided that for rostered shift work the ordinary hours of work may average 40 hours per week during a period of up to 7 weeks, or the applicable roster period, whichever is the lesser; or
 - (ii) 80 hours in each two-week period (14 days), worked as not more than 10 duties between 0600 and 2000 hours, Monday to Friday; or
 - (iii) 40 hours in each week worked as not more than 5 duties between 0600 and 2000 hours, Monday to Friday.

- b) The maximum ordinary hours of work for a single duty is 10 hours.
- c) A duty is continuous except for the meal periods and rest breaks provided for in this Agreement.
- d) Except for overtime, or where an alternative arrangement is made, each employee will have a minimum of 4 days off during each two-week period (14 days). Days off are additional to a 9-hour break on completion of the previous duty.
- f) Except for overtime, no employee will work more than 5 consecutive duties before a day(s) off, provided that an alternative arrangement may be implemented by agreement between Lakes DHB and a majority (measured in full-time equivalents) of the directly-affected employees.

2.1.3 Rosters

- a) The Health & Safety at Work Act 2015 requires Lakes DHB to take all practical steps to prevent harm occurring to employees from the way work is organised.
- b) Accordingly, in designing and implementing shift rosters to meet service needs, Lakes DHB will ensure that the disruption, personal health effects, and fatigue associated with shift work are minimised for the employees involved. Roster templates and changes to roster templates will be jointly developed and reviewed by Lakes DHB and representatives of affected employees.
- c) In normal circumstances, rosters will be notified to those involved not less than 28 days prior to the commencement of the roster.
- d) Single days off will be avoided as a routine rostering device, and there will be no more than one single day off for an employee during a 4-week period. Employees are discouraged from requesting single days off.
- e) Notwithstanding the foregoing conditions, employees may be permitted to change shifts one with another by mutual arrangement and with the prior approval of the relevant manager. Additional overtime or other penalty provisions will not apply in these instances, i.e. the swapping of shifts will be a cost-neutral exercise.

2.1.4 Hours of Work Requirements

- a) Lakes DHB will document the hours of work requirements for each position for which an employee, other than a casual employee, has been engaged or is for the time being fulfilling. The written hours of work requirements will be provided to the employee.

- b) Hours of work requirements will comply with all of the provisions of this Agreement.
- c) Hours of work requirements will reflect actual hours of work and will be specified in terms of:
 - (i) The times of the day for which an employee is required to be available for the ordinary duty hours of work, and
 - (ii) The days of the week for which an employee is required to be available for the ordinary weekly hours of work, and
 - (iii) Any overtime or on-call requirements or opportunities.

2.1.5 Variation of Hours of Work Requirements

- a) **Emergencies**
Lakes DHB may require variations to hours of work requirements to meet the needs of emergencies.
- b) **Occasional variations**
Occasional variations to the times of day and/or days of week to meet service requirements may be made by agreement between Lakes DHB and the directly-affected employee(s).
- c) **Long term/permanent changes to hours of work requirements**
Except as provided for above, where Lakes DHB requires an employee to change his/her hours of work requirements to meet service needs, then a minimum of 12 weeks' prior notice of the change will be given for the purpose of reaching written agreement between the employee and Lakes DHB. Such agreement will not be unreasonably withheld. A shorter period of notice than 12 weeks may be applied by agreement between the employee and Lakes DHB.
- d) No employee will be discriminated against for not agreeing to change his/her hours of work requirement.

2.1.6 Minimum Break Between Spells of Duty

- a) A break of at least nine (9) continuous hours must be provided wherever possible between any two qualifying periods of work. Qualifying periods of work for the purposes of this clause are:
 - (i) A duty, including any overtime worked either as an extension or as a separate duty; or
 - (ii) Call-back where eight (8) hours or more are worked continuously.
- b) Except that if a ten (10) hour duty has been worked then a break of twelve (12) consecutive hours must be provided wherever possible.

- c) If a call-back of less than a continuous eight (8) hour period is worked between two other qualifying periods of work, a break of nine (9) 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.
- d) Except, for those employees who are called back between 2300 and 0500 hours, the break must be provided afterwards as specified below, unless otherwise agreed between the employer and the employee:
 - (i) A nine (9) hour break shall be provided;
 - (ii) Time spent off duty during ordinary working hours solely to obtain a nine hour break shall be paid at ordinary time rates. Any absence after the ninth continuous hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.
- e) If a break of at least nine (9) continuous hours - or twelve (12) – cannot be provided between qualifying periods of work, the period of work is to be regarded as continuous until a break of at least nine (9) or twelve (12) continuous hours is taken and it shall be paid at the overtime rate.
- f) Time spent off duty during ordinary hours of work solely to obtain a nine (9) – or twelve (12) – hour break shall be paid at the normal hourly rate of pay. Any absence after the ninth – or twelfth – continuous hour of such a break, if it occurs during ordinary hours of work, shall be treated as a normal absence from duty.

2.1.7 Meal Breaks and Rest Periods

- a) Except when required for urgent work, no employee will be required to work for more than 5 hours continuously without being entitled to a meal break of not less than half an hour. There will be only one meal break of not less than half an hour during a 10-hour shift.
- b) An employee unable to be relieved from the workplace for a meal break will be entitled to have a meal while on duty, and this period will be regarded as working time paid at the appropriate rate.
- c) Except as provided in this Agreement, an employee who is unable to take a meal after 5 hours will, from the expiry of 5 hours until the time when a meal can be taken, be paid T0.5 in addition to the hourly rate that would otherwise be payable.
- d) Rest breaks of 10 minutes each for morning tea, afternoon tea, or supper, and the equivalent breaks for night duty where such breaks occur during duty, are recognised as time worked.
- e) During meal breaks or rest breaks, Lakes DHB will supply free tea, coffee, milk, and sugar. 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 will continue during all periods of leave except leave without pay.

2.2 Overtime and Penal Time

2.2.1 Overtime

- a) Ordinary hourly rate of pay – The ordinary hourly rate is one, two thousand and eighty-sixth part (1/2086), correct to 3 decimal places of a dollar, of the yearly rate of salary payable for a full-time, 40-hour week as set out in this Agreement.
- b) Overtime is time worked in excess of:
 - (i) 8 hours per day, or the rostered duty, whichever is greater; or
 - (ii) 80 hours per two-week period,

provided that such work has been authorised in advance. This clause will not apply to employees working alternative hours of work, and the overtime provisions of this Agreement will apply.
- c) Overtime worked on any day (other than a public holiday) from midnight Sunday/Monday to midnight on the following Friday will be paid at one and one half times the ordinary hourly rate of pay (T1.5) for the first 3 hours, and at double the ordinary hourly rate of pay (T2) thereafter.
- d) 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, will be calculated at double the ordinary hourly rate of rate (T2).
- e) In lieu of payment for overtime, Lakes DHB and employee may agree for the employee to take equivalent (i.e. one hour overtime worked for one hour ordinary time off) paid time off work at a mutually convenient time.
- f) No employee will be required to work for more than 12 consecutive hours where his/her normal shift is of 8 or 10 hours' duration.
- g) The following overtime payments apply where employees work a 10 or 12-hour shift roster pattern:
 - (i) 10-hour shifts: T1.5 after 10 hours for the eleventh 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 full-time employees working 12-hour shifts, overtime applies after 120 hours averaged over 3 weeks, at the rate specified in clause 2.2.1 c);
 - (iv) For all other employees working alternative hours of work, overtime applies after 80 hours per 2-week period (clause 2.2.1 c) applies).

2.2.3 Penal Rates

- a) Weekend rate - applies to ordinary time (other than overtime) worked after midnight Friday/Saturday until midnight Sunday/Monday, paid at time and one half (T0.5) in addition to the ordinary hourly rate of pay.
- b) Public Holiday rate – applies to those hours worked on the public holiday, paid at time one (T1) in addition to the ordinary hourly rate of pay. (See “Public Holidays.”)
- c) Night rate – applies to ordinary hours of duty (other than overtime) that fall between 2000 hours and until the completion of a rostered night duty from midnight Sunday/Monday to midnight Friday/Saturday, paid at quarter time (T0.25) in addition to the ordinary hourly rate of pay.
- d) Overtime and weekend/public holiday or night rates will not be paid in respect of the same hours; the higher rate will apply.

3.0 CALL-BACK

3.1 Call-back occurs when an employee:

- 3.1.1 is called back to work after completing the day’s work or duty, having left the place of employment; or
- 3.1.2 is called back before the normal time of starting work, and does not continue working until such normal starting time.

Call-back is paid at the appropriate overtime rate (see clauses 2.2.1 (c) and (d)) for a minimum of three (3) 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 will 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 will 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.

3.2 Transport: Where an employee is called back to work outside the employee’s normal hours of duty in respect of work that could not be foreseen or pre-arranged, Lakes DHB will either:

- a) provide the employee with transport from the employee’s place of residence to the place of work and back to the place of residence; 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.

3.3 Where an employee is on-call an allowance as set out in clause 4 will be paid.

4.0 ALLOWANCES

4.1 On-Call

- 4.1.1 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.
- 4.1.2 An employee who is instructed to be on call during normal off duty hours, will be paid an on-call allowance of \$8.00 per hour, except on Public Holidays when the rate will be \$10.00.
- 4.1.3 The on-call allowance is payable for all hours an employee is rostered on-call, including time covering an actual call out.
- 4.1.4 Unless by mutual agreement or in emergencies, no employee will be required to remain on-call for more than 40% of the employee's off-duty time in any three-week period.
- 4.1.5 Where an employer's operational requirements and staffing levels permit, employees working 7-day rosters should not be rostered on-call on their rostered days off.
- 4.1.6 An employee who is required to be on-call and report on duty within 20 minutes will have access to an appropriate locator or cell phone.

4.2 Meal Allowance

A shift worker who works a qualifying shift of eight hours or the rostered shift, 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) will be paid a meal allowance of \$11.90 or, at the option of Lakes DHB, be provided with a meal.

4.3 Higher Duties Allowance

- 4.3.1 A higher duties allowance will be paid to an employee who, at the request of Lakes DHB, is substantially performing the duties and carrying the responsibilities of a position or grade higher than the employee's own.
- 4.3.2 Except as provided for in clause 4.3.3, the higher duties allowance payable will be \$3.00 per hour, provided a minimum of 8 consecutive hours of qualifying service is worked per day or shift.
- 4.3.3 Where an employee performs the duties of a higher position for more than 5 consecutive days, the allowance payable will 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.

5.0 REMUNERATION

5.1 Application of Salary Scales

5.1.1 Full-Time Salary Rates

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 will be calculated as a proportion of the 40-hour rate.

5.1.2 Placement of New Employees on Salary Scales

When determining the appropriate placement of an employee on the steps of a scale, Lakes DHB will take into account the employee's years of experience.

5.2 Salary Scales – Anaesthetic Technicians

Anaesthetic Technicians

Step	12-Sep-16	3-Sep-18	5-Nov-18		Step	5-Aug-19	4-Nov-19			Step	3-Aug-20	
8	\$75,013	\$78,014	\$80,354	M	9	\$80,354	\$82,765	M	-->	10	\$84,834	M
7	\$72,772	\$75,683	\$77,953	M	8	\$77,953	\$80,292	M	-->	9	\$82,299	M
									-->	8	\$80,292	APS
6	\$68,707	\$70,768	\$72,891	APS	7 (APS)	\$75,078	\$77,330	APS	-->	7	\$77,330	A
					6	\$72,891	\$75,078	A	-->	6	\$75,078	A
5	\$65,895	\$67,872	\$69,908	A	5	\$69,908	\$72,005	A	-->	5	\$72,005	A
4	\$61,623	\$63,472	\$65,376	A	4	\$65,376	\$67,337	A	-->	4	\$67,337	A
3	\$57,353	\$59,074	\$60,846	A	3	\$60,846	\$62,671	A	-->	3	\$62,671	A
2	\$53,081	\$54,673	\$56,313	A	2	\$56,313	\$58,002	A	-->	2	\$58,002	A
1	\$48,810	\$50,274	\$51,782	A	1	\$51,782	\$53,335	A	-->	1	\$53,335	A

A = Annual Progression

APS = Additional Progression Step

M = Merit

5.2.1 Progression through the Anaesthetic Technicians Scale

Progression through the scale from step 1 to step 5 shall be by way of automatic annual increment. From 5 August 2019, progression through the scale from step 1 to step 6 shall be by way of automatic annual increment. From 3 August 2020, progression through the scale from step 1 to step 7 shall be by way of automatic annual increment.

Translation for Automatic Steps:

On 5 August 2019, employees who have been on step 5 for 12 months or more shall move to step 6. This translation shall reset their anniversary for future salary progression purposes.

On 3 August 2020, employees who have been on step 6 for 12 months or more shall move to step 7. This translation shall reset their anniversary for future salary progression purposes.

From date of ratification progression from step 5 to step 6 shall be by way of the Additional Progression Steps. From 5 August 2019 progression from step 6 to step 7 is as per the additional Progression Step Process. (See Clause: Additional Progression Step Process)

From 3 August 2020 progression through the scale from step 7 to 8 is as per the Additional Progression Step process. (See Clause: Additional Progression Step Process).

Translation on 5 August 2019 for Additional Progression Steps:

Those employees who have spent 12 months or more on the previous Additional Progression Step (step 6) shall translate to the new additional Progression Step (step 7). This translation shall reset their anniversary for future salary progression purposes.

Those employees who have spent less than 12 months on the previous Additional Progression Step (step 6) shall translate to the new Additional Progression Step (step 7) once they have completed 12 months' service on step 6, without the need to complete a further Additional Progression Step process.

Other employees may access the new Additional Progression Step in accordance with the Additional Progression Step process.

Translation on 3 August 2020 for Additional Progression Steps:

Those employees who have spent 12 months on the previous Additional Progression Step (step 7) shall translate to the new Additional Progression Step (step 8). This translation shall reset their anniversary date for future salary progression purposes.

Those employees who have spent less than 12 months on the previous Additional Progression Step (step 7) shall translate to the new Additional progression Step (step 8) once they have completed 12 months' service on step 7 without the need to complete further Additional Progression Step process.

Other employees may access the new Additional Progression step in accordance with the Additional Progression Step Process.

Progression to step 7 and beyond shall be through operation of the Technical Merit Progression process. See Appendix 1. From 5 August 2019, this process will apply for progression to step 8 and beyond. From 3 August 2020 this process will apply for progression to step 9 and beyond.

Additional Progression Step Process:

- a) The additional progression is intended to reflect and value the professional / technical skills and personal attributes of an Experienced Practitioner in contributing to improving health outcomes. It is distinct from the Technical Merit processes that have a more specific focus and a higher level of expectation of advanced skills (clinical leadership, clinical practice, etc).
- b) Progression from the top automatic salary step to the additional progression step is dependent on the achievement of mutually agreed objectives, which are set prospectively when the employee reaches the top automatic salary step. These objectives should align with the qualities of an experienced practitioner and reflect the expected professional / technical skills and personal attributes.

Process:

- c) The parties acknowledge that it is the individual employee's decision and responsibility to initiate the processes associated with the additional progression step. To commence the process the employee will write to the manager requesting a meeting to set objectives.
- d) The discussion and setting of objectives for additional progression would normally occur in conjunction with the employee's annual performance review.
- e) In the event that the manager and the employee cannot agree on the objectives the employee may consult with APEX. If there is still no agreement the manager will set the objectives. The objective setting process is to be completed in three months of the employee requesting the meeting.
- f) The assessment against these objectives shall commence 12 months after the objectives have been set. Any movement arising from this assessment shall be effective from 12 months after the date the employee wrote to his/her team leader / manager under c) above, provided that:
 - i. Progression shall not occur earlier than the anniversary date of the employee's movement to the top automatic step.
 - ii. Progression will not be denied where the employer has failed to engage in the objective setting process and/or the assessment of whether or not the objectives have been achieved.
- g) Progression to the additional progression step is not available to employees who are below the top automatic salary step.

5.2.2 Management of expectations – Merit progression

The parties agree that there are limits to the extent to which employees may progress using the merit process and criteria. (See Appendix 1). The employer will determine the extent of merit progression available to each position. Progression is dependent on the scope, responsibilities, service needs and opportunities available in the DHB. These limitations should become apparent during the discussion required for objective setting under the merit process.

5.3 Trainees

Step	3-Sep-18	5-Nov-18	4-Nov-19	
4	\$47,026	\$48,437	\$49,890	A
3	\$43,887	\$45,204	\$46,560	A
2	\$40,754	\$41,977	\$43,236	A
1	\$37,617	\$38,746	\$39,908	A

A Trainee Anaesthetic Technician will receive an annual rate of salary approved by Lakes DHB.

Progression – Trainees

Progression from step 1 to step 4 shall be by way of automatic annual increment. Upon qualification the trainee shall be appointed to the 1st step of the qualified scale from the 1st day of the month in which the qualification is awarded.

5.4 Designated Anaesthetic Technician Positions

Designated positions are positions formally established by Lakes DHB as designated positions. Designated positions are positions commonly involving both advanced technical practice / leadership and/or management responsibilities. Holders of Designated positions usually have titles for example Team Leader, Section Head and Professional Advisor and appointment normally occurs after advertising the position.

The employer will determine the appropriate salary for appointment to a Designated position having regard to the duties, responsibilities and scope of the position relative to other positions in the DHB with similar duties, responsibilities and scope. Movement on the scale will be by way of the appropriate scheduled merit provisions.

Step	12-Sep-16	3-Sep-18	5-Nov-18	Step	4-Nov-19		Step	3-Aug-20
13		\$98,496	\$101,451	14	\$104,495	M	15	\$107,107
12		\$94,496	\$97,331	13	\$100,251	M	14	\$102,757
11	\$87,016	\$90,497	\$93,212	12	\$96,008	M	13	\$98,408
10	\$82,870	\$86,185	\$88,771	11	\$91,434	M	12	\$93,720
9	\$78,313	\$81,446	\$83,889	10	\$86,406	M	11	\$88,566
8	\$75,013	\$78,014	\$80,354	9	\$82,765	M	10	\$84,834
7	\$72,772	\$75,683	\$77,953	8	\$80,292	M	9	\$82,299

5.4.1 Progression:

There shall be no Automatic progression for designated positions. (See Appendix 1)

5.4.2 Management of expectations – Merit progression

The parties agree that there are limits to the extent to which employees may progress using the merit process and criteria. (See Appendix 1). The employer will determine the extent of merit progression available to each position. Progression is dependent on the scope, responsibilities, service needs and opportunities available in the DHB. These limitations should become apparent during the discussion required for objective setting under the merit process.

5.5 Salary Increments While On Study Leave

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

5.6 Payment of Salary

5.6.1 Employees will be paid fortnightly in arrears by direct credit. Where errors have occurred as a result of employer action or inaction, corrective payment will be made within one working day of the error being brought to Lakes DHB's attention.

5.6.2 Where an employee has taken leave in advance of it becoming due, and the employee leaves before the entitlement has accrued, Lakes DHB will deduct the amount owing in excess of entitlement from the employee's final pay.

5.6.3 Any monies agreed as being owed by the employee to Lakes DHB upon termination will be deducted from the employee's final pay, except where ongoing arrangements have been made for repayments to continue following termination of employment.

5.6.4 Employees will complete timesheets as required by Lakes DHB. Wherever practicable, any disputed items will not be changed without first referring it to the affected employee.

5.6.5 Overpayment Recovery Procedures: the provisions of the Wages Protection Act 1983, or any amendment or Act passed in substitution for that Act, will apply.

5.6.6 Lakes DHB will 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.

6.0 ANNUAL LEAVE

- 6.1 Employees, other than casuals, are entitled to 4 weeks' annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause 6, except that on completion of 5 years recognised service the employee will be entitled to 5 weeks' annual leave. For the purposes of this clause 6, "service" will be as defined in this Agreement.
- 6.2 Casual employees will be paid 8% of gross taxable earnings in lieu of annual leave, to be added to the salary paid for each engagement, dependent on recognition of an individuals' service.
- 6.3 Shift workers who work rotating shift patterns or qualifying shifts will be entitled, on completion of 12 months' employment on shift work, to up to an additional 5 days' annual leave, based on the number of qualifying shifts worked. This entitlement will be calculated on the annual leave anniversary date. Qualifying shifts are defined as a shift which involves at least 2 hours' work performed outside the hours of 8.00am to 5.00pm, excluding overtime.

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

- 6.4 Employees who do not work shift work as defined in clause 6.3, and who are required to participate on on-call rosters, will be granted 2 hours' leave for each weekend day or part thereof where the on-call period is 8 or more hours, and are required to be on-call during normal off-duty hours, up to a maximum of 3 days' additional leave per annum. Such leave will be paid at annual leave averages, and is accumulative. Employees who work qualifying shifts under sub-clause 6.3 are not entitled to leave under this sub-clause.

6.5 Conditions

Employees are entitled to annual leave on a pro-rata basis, except that shift leave and on-call leave will not be pro-rated. Annual leave is to be taken within 12 months of entitlement becoming due. Where the annual leave is not taken within 24 months of being accrued, and there is no agreement on when the leave is to be taken, Lakes DHB may direct the employee to take annual leave with a minimum of 4 weeks' notice.

- a) Annual leave may be granted in one or more periods.

- b) In accordance with the Holidays Act 2003, the employee will be given the opportunity to take 2 weeks' leave at one time.
- c) Annual leave is able to be accrued to a maximum of 2 years entitlement.
- d) Annual leave will fit in with service/work requirements and the employee's need for rest and recreation.
- e) When an employee ceases employment, wages will be paid for accrued annual leave, including shift leave, and the last day of employment will be the last day worked.
- f) Part-time employees are entitled to annual leave on a pro rata basis.
- g) An employee may anticipate up to one year's annual leave entitlement at the discretion of Lakes DHB.

6.6 The provisions of the Parental Leave and Employment Protection Act 1987, together with any amendments, will apply in relation to annual leave when an employee takes a period of parental leave or returns to work from parental leave, in accordance with clause 10 of this Agreement ("Parental Leave").

7.0 PUBLIC HOLIDAYS

7.1 The following days will be observed as public holidays:

- New Year's Day
- 2 January
- Waitangi Day
- Good Friday
- Easter Monday
- ANZAC Day
- Sovereign's Birthday
- Labour Day
- Christmas Day
- Boxing Day
- Anniversary Day (as observed in the locality concerned)

7.2 The following will apply to the observance of Waitangi Day, Anzac Day, Christmas Day, Boxing Day, New Year's Day or 2 January, where such a day falls on either a Saturday or a Sunday:

- (a) Where an employee is required to work that Saturday or Sunday the holiday will, for that employee, be observed on that Saturday or Sunday and transfer of the observance will not occur. For the purposes of this clause, an employee is deemed to have been required to work if they were rostered on duty or on-call and actually called in to work. They are not deemed to have been required to work if they were on-call but not called back to work.
- (b) If an employee is rostered on duty (i.e. does not apply to on-call work) on that Saturday or Sunday but does not work, they will be paid relevant daily pay for the day, and transfer of the observance will not occur.

NOTE: When the public holiday for the employee is observed on the Saturday or Sunday, the weekday is treated as a normal working day for that employee, subject only to the possible payment of weekend rates in accordance with clause 7.5.

- (c) Where an employee is not required to work that Saturday or Sunday, observance of the holiday will be transferred to the following Monday and/or Tuesday in accordance with the provisions of sections 45(1)(b) and (d) of the Holidays Act 2003. For the purposes of this clause, an employee is deemed not to have been required to work if they were not rostered on duty, or on-call, or were on-call but not called back to work.
- 7.3 In order to maintain essential services, Lakes DHB may require an employee to work on a public holiday when the public holiday falls on a day which, but for it being a public holiday, would otherwise be a working day for the employee.
 - 7.4 When an employee works on a public holiday which would otherwise be a working day for the employee, he/she will be paid at time one (T1) in addition to the ordinary hourly rate of pay for each hour worked, and he/she will be granted an alternative holiday. Such alternative holiday will be taken and paid as specified in the Holidays Act 2003.
 - 7.5 Should Christmas Day, Boxing Day, New Year's Day, or 2 January fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 7.4 for time worked on the public holiday and then at weekend rates for the time worked on the corresponding weekday. Only one alternative holiday will be granted in respect of each public holiday.
 - 7.6 Should Waitangi Day or Anzac Day fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 7.4 for time worked on the public holiday and then at ordinary rates for the time worked on the Monday. Only one alternative holiday will be granted in respect of each public holiday.
 - 7.7 An employee who is on call on a public holiday but is not called in to work, will be granted an alternative holiday, except where the public holiday falls on a Saturday or Sunday and its observance is transferred to a Monday or Tuesday which the employee is required to work, in which case an alternative holiday will be granted in respect to the transferred day only and taken and paid as specified in the Holidays Act 2003.
 - 7.8 Those employees who work a night shift which straddles a public holiday will be paid at public holiday rates for those hours that occur on the public holiday, and the applicable rates for the remainder of the shift. One alternative holiday will apply in respect of each public holiday or part thereof worked.
 - 7.9 Off-duty day upon which the employee does not work:
 - (a) Full-time employees –
Where a public holiday, and the weekday to which the observance of a

public holiday is transferred where applicable, are both rostered days off for an employee, he/she will be granted one alternative holiday in respect of the public holiday.

- (b) **Part-time employees –**
Where a part-time employee's days of work are fixed, the employee will only be entitled to public holiday provisions if the day would otherwise be a working day for that employee.

Where a part-time employee's days are not fixed, the employee will be entitled to public holiday provisions if he/she worked on the day of the week that the public holiday falls more than 40% of the time over the last 3 months. Payment will be relevant daily pay.

7.10 Public holidays falling during leave:

- (a) **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 debited against such leave.
- (b) **Leave without pay**
An employee will not be entitled to payment for a public holiday falling during a period of leave without pay (including sick or military leave without pay) unless the employee has worked during the fortnight ending on the day on which the holiday is observed. Payment will be in accordance with the Holidays Act 2003.
- (c) **Leave on reduced pay**
An employee, during a period on reduced pay, will be paid at the relevant daily pay for public holidays falling during the period of such leave.

8.0 BEREAVEMENT/TANGIHANGA LEAVE

- 8.1 Lakes DHB will approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a Tupapaku/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 will be at the discretion of Lakes DHB, and should not be unreasonably withheld, and will be exercised in accordance with the Holidays Act 2003.
- 8.2 If bereavement occurs while an employee is absent on annual leave, sick leave on pay or any other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of clause 8.1.
- 8.3 This provision will not apply if an employee is on leave without pay.
- 8.4 In granting time off therefore, and for how long, Lakes DHB must administer these provisions in a culturally-appropriate manner, especially in the case of Tangihanga.

- 8.5 Lakes DHB 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 8.1.

9.0 SICK & DOMESTIC LEAVE

- 9.1 In applying the provisions of this clause, the parties note:
- their agreed intent to have healthy employees and a healthy workplace;
 - that attending work unwell is discouraged, and the focus is on patient and employee safety;
 - that they wish to facilitate a proper recovery and a timely return to work; and
 - that employees can have sick leave and domestic absences calculated on an hourly basis.
- 9.2 On appointment to Lakes DHB, a full-time employee will be entitled to 10 working days' leave for sick or domestic purposes during the first 12 months of employment, and up to an additional 10 working days for each subsequent 12-month period. This entitlement will be pro-rated for part-time employees, except that a part-time employee will receive no fewer than 5 working days' paid sick leave for the first 12 months of employment and a minimum of 5 additional working days for each subsequent 12-month period. Employees will be paid at relevant daily pay as prescribed in the Holidays Act 2003, for the first 5 days in each 12-month period. Thereafter, they will be paid at the normal rates of pay (T1 rate only). A medical certificate may be required to support an employee's claim.
- 9.3 In the event an employee has no sick/comestic leave entitlement left, they may be granted an additional 10 days per annum. In considering the grant of leave under this clause, Lakes DHB recognises that the purpose of discretionary sick/domestic leave is to ensure the provision of reasonable support to employees who need 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:
- The employee's length of service;
 - The employee's attendance record;
 - The consequences of not providing the leave; and
 - Any unusual and/or extenuating circumstances.

Reasons for a refusal will, 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 years' entitlement, up to a maximum of 5 days.

- 9.4 At Lakes DHB'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.

- 9.5 Where an employee is suffering from a minor illness that could have a detrimental effect on patients or other employees, Lakes DHB may, at its discretion, either:
- 9.5.1 place the employee on suitable alternative duties; or
 - 9.5.2 direct the employee to take leave on full pay. Such leave will not be a charge against the employee's sick and domestic leave entitlement.
- 9.6 An employee can accumulate sick/domestic entitlement up to a maximum of 260 days. Any unused portion of the first 5 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.
- 9.7 The provisions of this clause are inclusive of the special leave provisions of the Holidays Act 2003.
- 9.8 Domestic leave as described in this clause is leave used when the employee must attend a dependent of the employee, including the employee's child, partner, or other dependent family member.
- 9.8.1 Domestic leave does not include absences during or in connection with the birth of an employee's child. Annual leave or parental leave may be applicable in such a situation.
 - 9.8.2 At Lakes DHB'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.
 - 9.8.3 The production of a medical certificate or other evidence of illness may be required.
- 9.9 Sickness during paid leave: When sickness occurs during paid leave, such as annual or long service leave, the leave may be debited against the sick leave entitlement (except where the sickness occurs during leave following the relinquishment of office), provided that:
- 9.9.1 the period of sick leave is more than 3 days, and a medical certificate is produced.
 - 9.9.2 In cases where the period of sickness extends beyond the approved period of annual or long service leave, approval will also be given to debiting the portion, which occurred within the annual leave or long service leave period, against sick leave entitlement, provided the conditions in the clause 9 apply.
 - 9.9.3 Annual leave or long service leave may not be split to allow periods of illness of 3 days or less to be taken.
- 9.10 During periods of leave without pay, sick leave entitlements will not continue to accrue.
- 9.11 Where an employee has a consistent pattern of short term sick leave, or where those absences are more than 10 working days/shifts or more in a year, then the employee's situation may be reviewed in line with Lakes DHB policy and practice. The focus of the review will be to assist the employee in establishing practical arrangements to recover from sickness or injury.

- 9.12 Where an employee is incapacitated as a result of a work accident, and is on earnings-related compensation, Lakes DHB agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This payment will be taken as a charge against sick leave to the extent of the employee's paid sick leave entitlement. Lakes DHB may agree, on a case-by-case basis, to reimburse employees for treatment and other expenses, or for financial disadvantage incurred as a result of a work related accident.
- 9.13 For non-work-related accidents, where an employee requests, Lakes DHB will supplement the employee's compensation by 20% of base salary, and this will be debited against the employee's sick leave up to the extent of the employee's paid sick leave entitlement.

10.0 PARENTAL LEAVE

- 10.1 Statement of principle – The parties acknowledge that the following provisions protect the rights of employees during pregnancy and on their return to employment following parental leave, and are to be read in conjunction with the Parental Leave and Employment Protection Act 1987 (referred to as “the Act” in this clause 10), provided that where this clause 10 is more favourable to the employee, the provisions of this clause 10 will prevail. Employees should seek the advice of their manager, Human Resources, or APEX in applying for parental leave. Advice on parental leave is also available from Employment New Zealand (www.employment.govt.nz). Advice on parental leave payments is available from the Inland Revenue Department (www.ird.govt.nz.)
- 10.2 Entitlement and eligibility – Provided that the employee assumes or intends to assume the primary care as defined in the Act, or is the primary carer or partner of a primary carer, the entitlement to parental leave is:
- (a) in respect of every child born to them or their partner;
 - (b) in respect of every child under 6 years of age, where the employee becomes a primary parent for the child.

Where two or more children are born at the same time or where the employee becomes a primary carer for two or more children under 6 years of age within a one month period, for the purposes of these provisions the employee's entitlement will be the same as if there were only one child.

- 10.3 (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 6 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 Lakes DHB.

The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and his/her partner either concurrently or consecutively. This applies whether or not one or both partners are employed by Lakes DHB.

The parental leave may be taken in more than one continuous period, with the start and finish dates of each additional period, and any extension of parental leave past the anniversary date of the commencement of parental leave, to be agreed between Lakes DHB and the employee.

Pursuant to Part 3 (A) of the Act, employees who are not entitled to primary carer leave may request a period of negotiated carer leave from their employment. Negotiated carer leave may enable the employee to receive parental leave payments from IRD if they meet the parental leave payment threshold test.

- 10.4 In cases of adoption of children of under 6 years of age, parental leave will be granted in terms of clauses 10.2 and 10.3, providing that 14 days' notice is given before the employee intends to assume the responsibility for the care of the child. Evidence of an approved primary care placement will be provided to Lakes DHB's satisfaction.
- 10.5 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 where the employee becomes a primary carer for a child under the age of 6 or in circumstances outside the control of the employee.
- 10.6 The commencement of leave will be in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.
- 10.7 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 will be considered to have abandoned their employment.

- 10.8 Parental leave is not to be granted as sick leave on pay.
- 10.9 Job protection -
 - (a) Subject to clause 10.10, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one he or she occupied at the time of commencing parental leave. A similar position means a position:
 - (i) at the equivalent salary, grading;
 - (ii) at the equivalent weekly hours of duty;in the same location or other location within reasonable commuting distance; and involving responsibilities broadly comparable to those experienced in the previous position.
 - (b) Where applicable, employees will continue to be awarded increments when their incremental date falls during absence on parental leave.

Parental leave will be recognised towards service-based entitlements, i.e.: annual leave and sick leave.

10.10 Ability to hold position open

(a) Where possible, Lakes DHB 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", Lakes DHB may fill the position on a permanent basis if the requirements set out in the Act are met.

(b) Where Lakes DHB 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 10.9 (a)) is not available, Lakes DHB may approve one of the following options:

(i) 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

(ii) 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 10.10(b)(i) for up to 12 months; or

The appointment of the employee to a different position in the same location, but if this is not acceptable to the employee, he or she will continue on extended parental leave in terms of 10.10(b)(i) for up to 12 months:

Provided that, if a different position is accepted and within the period of extended parental leave in terms of 10.10(b)(i), the employee's previous position or a similar position becomes available, then the employee will be entitled to be appointed to that position; or

(iii) where extended parental leave in terms of 10.10(b)(i) expires, and no similar position is available for the employee, the employee will be declared surplus under this Agreement.

10.11 If the employee declines the offer of appointment to the same or similar position in terms of clause 10.9(a), parental leave will cease.

10.12 Where, for reasons pertaining to the pregnancy, an employee on medical advice and with the consent of Lakes DHB, elects to work reduced hours at any time prior to starting parental leave, then the guaranteed proportion of full time employment after parental leave will be the same as that immediately prior to such enforced reduction in hours.

10.13 Parental leave absence filled by temporary appointee: If a position held open for an employee on parental leave is filled on a temporary basis, Lakes DHB must inform the temporary appointee that his/her employment will terminate on the return of the employee from parental leave.

10.14 Employees on parental leave may from time to time and by agreement work occasional duties during the period of parental leave, and this will not affect

the rights and obligations of either the employee or Lakes DHB under this clause.

- 10.15 Paid Parental Leave – Where an employee takes parental leave under this clause, meets the eligibility criteria in clause 10.2 (i.e. he or she assumes or intends 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 Parental Leave and Employment Protection Act 1987 Lakes DHB will 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 up to 14 weeks.

Employees who negotiate carer leave under Part 3 (A) of the Act are not eligible for the Parental Leave payment under clause 10.15.

These payments will be made at the commencement of the parental leave and will be calculated at the base rate (pro rata if appropriate) applicable to the employee for the 6 weeks immediately prior to commencement of parental leave. From 1 June 2017, an employee who takes a period of paid leave (e.g. annual leave) at the start of his or her parental leave may elect to start his or her parental leave payment period on the day after the date on which that period of paid leave ends, even if it is later than the child's arrival or due date.

These payments will only be made in respect of the period for which the employee is on parental leave and in receipt of the statutory payment if this is less than 14 weeks.

Where clause 10.3 applies and both partners are employed by Lakes DHB, the paid parental leave top-up will be made to only one employee, being the employee who has primary care of the child.

11.0 JURY SERVICE/WITNESS LEAVE

- 11.1 Employees called for jury service, or who are subpoenaed, or who are required as a witness for the Crown or Lakes DHB or in the course of their employment, are required to serve.
- 11.2 In urgent situations, Lakes DHB may apply for postponement because of particular work needs, but such application may only be made in exceptional circumstances.
- 11.3 An employee called for jury service or as a witness may elect to take annual leave, leave without pay, or leave on pay.
- 11.4 Where an employee is required to be a witness in a matter arising out of his/her employment, he/she will be granted paid leave.
- 11.5 Where leave on pay is granted, Lakes DHB must give a certificate to the employee, to the effect that the employee has been granted leave on pay and the court is requested to complete the details of juror's fees and expenses paid. The employee must pay the fees received to Lakes DHB, but may retain expenses.

- 11.6 Where leave on pay is granted, it applies only to time spent on jury service, including reasonable travelling time. With respect to any time during normal working hours when the court does not require the employee, the employee must report to work where this is reasonable and practical.

12.0 LEAVE TO ATTEND MEETINGS

- 12.1 Lakes DHB will grant APEX members leave on pay to undertake trade union education or training, in accordance with the Employment Relations Act 2000. The provisions of the Act, or any amendment or Act passed in substitution for the Act, will be applicable.
- 12.2 Lakes DHB will grant paid leave (at ordinary rates) to employees required to attend formal meetings of the registration body (except where the matter arises out of employment with another employer), and to attend meetings of the APEX executive.
- 12.3 Lakes DHB will grant paid leave when an employee is required to attend meetings of Boards or Statutory Committees, provided that the appointment to the Board or Committee is by Ministerial appointment.
- 12.4 Any remuneration received by an employee for the period that paid leave was granted must be paid to Lakes DHB.

13.0 EMPLOYEE RELEASE

- 13.1 Employees with 5 years' continuous service with Lakes DHB may apply for a one-off period of unpaid Employee Release for a period of 3 months up to a maximum of 12 months. Such application will be considered by Lakes DHB on a case-by-case basis, and granted at the sole discretion of Lakes DHB. If granted, all of the employee's service-related provisions/benefits will be put on hold until the employee resumes his/her normal duties.
- 13.2 Notification of the employee's intent to return to normal duties will be in the same manner as set out in clause 10 (Parental Leave).
- 13.3 Job protection provisions will be the same as set out in clause 10 (Parental Leave).
- 13.4 The provisions of this clause are separate from and in addition to normal unpaid leave provisions, and Lakes DHB acknowledges that employees may apply for unpaid leave at any time during their employment.

14.0 LONG SERVICE LEAVE

- 14.1 An employee will be entitled to long service leave of one week upon completion of a 5 year period of recognised service as defined in clause 1.6.¹ Such entitlement may be accrued. However any service period for which a period of long service leave has already been taken or paid out will not count towards this entitlement.

¹ The parties recognise that employee Elizabeth Marie Berling received her final long service leave entitlement under the previous Multi Employer Collective Agreement with the PSA, and has no further entitlement to long service leave.

- 14.2 Long service leave will be paid for each week of leave on the same basis as annual leave, in accordance with the Holidays Act 2003. This leave will be based on the employee's FTE status at the time of taking the leave. Wherever practicable, long service leave is to be taken in periods of not less than a week.
- 14.3 Leave without pay in excess of 3 months taken on any one occasion will not be included in the 5 year qualifying period, with the exception of parental leave.
- 14.4 Lakes DHB will pay out any long service leave to which the employee has become entitled but 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 LEAVE WITHOUT PAY

- 15.1 Full-time or part-time employees are able to take leave without pay, provided that such leave is mutually agreed by Lakes DHB and the employee, and is in accordance with Lakes DHB's policy on leave without pay.

16.0 HEALTH & SAFETY

- 16.1 Lakes DHB and its employees will comply with the provisions of the Health and Safety at Work Act 2015 and subsequent amendments. The parties to this Agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees will be taken, including the provision of protective clothing/equipment.
- 16.2 Lakes DHB is responsible for ensuring that the workplace meets required standards, and that adequate and sufficient safety equipment is provided.
- 16.3 Every employee is responsible for working safely and reporting any hazards, accidents, or injuries as soon as practicable to the appropriate person. A condition of employment is that safety equipment and clothing required by Lakes DHB must be worn or used, and that safe working practices must be observed at all times.
- 16.4 Attention is drawn to Lakes DHB's policies and procedures on health and safety.
- 16.5 Lakes DHB recognises that to fulfil its function, health and safety delegates require adequate training, time, and facilities.
- 16.6 The parties to this Agreement recognise that effective health and safety committees are appropriate means of providing consultative mechanisms on health and safety issues in the workplace.

17.0 UNIFORMS, PROTECTIVE CLOTHING, & EQUIPMENT

- 17.1 Where Lakes DHB requires an employee to wear a uniform, it will be provided free of charge, but will remain the property of Lakes DHB.
- 17.2 Suitable protective clothing, including foot/eye/hearing protection, will be provided at Lakes DHB'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. Foot protection includes Lakes DHB's instruction that the employee wear specific shoes for infection control purposes. Where Lakes DHB and employee agree, the employee may purchase appropriate protective clothing/footwear, and Lakes DHB will reimburse actual and reasonable costs.
- 17.3 Damage to personal clothing – An employee will be reasonably 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 will be determined on its merits by Lakes DHB.

18.0 REFUND OF ANNUAL PRACTISING CERTIFICATE AND CERTIFICATE OF COMPETENCY FEES

- 18.1 Where an employee is required by law to hold an annual practising certificate (APC), the cost will be met by Lakes DHB, provided that:
 - a) It must be a statutory requirement that a current APC be held for the performance of duties;
 - b) The employee must be engaged in duties for which the holding of an APC is a requirement;
 - c) Any payment will be offset to the extent that the employee has received a reimbursement from another employer; and
 - d) Lakes DHB will only pay one APC unless there are operational requirements for an employee to maintain multiple APCs.

19.0 PROFESSIONAL ASSOCIATION FEES

- 19.1 Lakes DHB will reimburse the employee \$170.00 per annum towards the cost of membership of the New Zealand Anaesthetic Technicians' Society, provided that where an employee also works for another organisation or in a private practice, Lakes DHB will only be required to pay the amount on a pro-rata basis.

20.0 PROFESSIONAL DEVELOPMENT, EDUCATION, & TRAINING LEAVE

- 20.1 Professional development is a way of valuing employees, and is essential to the maintenance and development of quality and efficient service. Maintaining and developing employees' roles is critical to the delivery of effective patient care.

- 20.2 The allocation of professional development funds/study leave will be agreed prospectively wherever practicable, and will be based on transparency, fairness, and consistency.
- 20.3 Participation in an annually-agreed professional development plan is mutually beneficial. Such plans should:
- a) Link to the employee's current position; and/or
 - b) Align with the employee's career goals;
 - c) Align with the strategic direction and/or service plans of Lakes DHB; and
 - d) Where applicable, assist the employee to meet the regulatory requirements to maintain professional competence.
- 20.4 Lakes DHB's training and professional development processes will:
- a) Be clear to employees; and
 - b) Provide information and advice to employees regarding sources of and access to professional development funds/entitlements; and
 - c) Require that the employee's professional development plan and activities be recorded; and
 - d) Require that employees will share the knowledge and expertise gained from professional development as appropriate.
- 20.5 The parties acknowledge that monitoring of the application of these provisions is of mutual interest, and arrangements will be in place to ensure that these principles are consistently applied, and that the needs of each party are met.

21.0 POLICIES AND PROCEDURES

- 21.1 Employees will comply with Lakes DHB policies and procedures in force from time to time, to the extent that such policies and procedures are not inconsistent with the terms and conditions of this Agreement.

22.0 INSURANCE PROTECTION

- 22.1 Insurance protection for employees travelling on work-related business is provided, in accordance with Lakes DHB's insurance cover.

23.0 TRAVELLING EXPENSES AND INCIDENTALS

- 23.1 Whenever possible Lakes DHB will make and pay for arrangements for employees travelling on Lakes DHB business. Alternatively, employees will be reimbursed for costs on an actual and reasonable basis on presentation of receipts, including staying privately.
- 23.2 In circumstances not addressed by this clause, any expenses incurred on behalf of Lakes DHB will be reimbursed in accordance with Lakes DHB policies.
- 23.3 Relocation Expenses: Employees may be reimbursed relocation expenses in accordance with Lakes DHB policy.

24.0 INDEMNITY INSURANCE

- 24.1 Lakes DHB will 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 Lakes DHB in respect of acts or omissions during employment.
- 24.2 Provided that any such reasonable costs or expenses are first discussed with Lakes DHB before they are incurred. If the employee or Lakes DHB identifies a conflict of interest, Lakes DHB will provide and pay for independent legal representation for both parties.

25.0 DEDUCTION OF UNION FEES

- 25.1 Lakes DHB will deduct union fees from the wages and salaries of APEX members when authorised in writing by members. Lakes DHB will forward the monies, with the names and the individual amounts deducted, to APEX.

26.0 STOPWORK MEETINGS

- 26.1 Subject to subsections 26.2 to 26.5, Lakes DHB will allow every employee covered by this Agreement to attend, on ordinary pay, at least 2 meetings with their representatives (each of a maximum of 2 hours' duration) in each year (being the period beginning on the first day of January and ending on the following 31st day of December).
- 26.2 The representative will give Lakes DHB at least 14 days' notice of the date and time of any meeting to which subsection 26.1 applies.
- 26.3 The representative will make such arrangements with Lakes DHB as may be necessary to ensure that Lakes DHB's business is maintained during any meeting, including, where appropriate, an arrangement for sufficient members to remain available during the meeting to enable Lakes DHB's operations to continue.
- 26.4 Employees' work will resume as soon as practicable after the meeting, but Lakes DHB is not obliged to pay any employee for a period greater than 2 hours in respect of any meeting.
- 26.5 Only employees who actually attend a meeting will be entitled to pay in respect of that meeting, and to that end the representative will supply Lakes DHB with a list of employees who attended and advise Lakes DHB of the time the meeting finished.

27.0 PERSONAL GRIEVANCE, DISPUTES & EMPLOYMENT RELATIONSHIP PROBLEMS

- 27.1 An "employment relationship problem" includes:
- i) A personal grievance
 - ii) A dispute

- iii) Any other problem relating to or arising out of the employment relationship.
- 27.2 Where an employment relationship problem arises, the parties will in the first instance seek to resolve it between the immediately. Further to this:
- a) The employee will be provided the opportunity to be represented by APEX or other such support person of his/her choosing at any time during the resolution process.
 - b) If the matter is unresolved, either party is entitled to seek mediation from MBIE, or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Employment Relations Authority are services available for the resolution of employment relationship problems.)
- 27.3 A “personal grievance” means a claim that the employee:
- i) Has been unjustifiably dismissed; or
 - ii) Has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by Lakes DHB; or
 - iii) Has been discriminated against in his/her employment; or
 - iv) Has been sexually harassed in his/her employment; or
 - v) Has been racially harassed in his/her employment; or
 - vi) Has been subjected to duress in relation to union membership.
- 27.4 If the employment relationship problem is a personal grievance, the employee must raise the grievance with Lakes DHB 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 additional time available for raising a personal grievance under the Act, under particular circumstances (section 115).
- 27.5 Where any matter comes before the Employment Relations 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.
- 27.6 If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Employment Relations Authority for the resolution of this grievance, or a complaint under the Human Rights Act 1993, but not both.

28.0 CONSULTATION, CO-OPERATION AND MANAGEMENT OF CHANGE

- 28.1 The parties recognise that the involvement of employees should contribute to:

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

Therefore, Lakes DHB agrees to the following provisions for consultation, recognition of staff participation, and management of change.

- 28.2 Paid time off will be allowed for recognised staff representatives to attend meetings with management, to consult with employees, and to consult and discuss the issues addressed in this clause and Clause 30, specifically: staff surplus, and options for resolving staff surplus.
- 28.3 Prior approval for such meetings will be obtained from management. Such approval will not be unreasonably withheld by Lakes DHB.
- 28.4 The amount of time off and facilities provided will be sufficient to enable full consideration of the issues.
- 28.5 Mechanisms established for the purpose of management of change will allow input and recommendations to be made to Lakes DHB, which will consider these recommendations and make best endeavours to take the views of employees into account before making final decisions.
- 28.6 Lakes DHB agrees that employees and their union representatives will be advised of any review that 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 for staff surplus will be adopted.
- 28.7 For the purposes of Clauses 29, 30, and 31, the recognised representative will be the union advocate, unless otherwise agreed.

29.0 RESTRUCTURING

- 29.1 In the event that all or part of the work undertaken by an employee will be affected by Lakes DHB entering into an arrangement whereby a new employer will undertake the work currently undertaken by the employee, Lakes DHB 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 his/her comments. The employee has the right to seek the advice of the union or to have the union act on his/her behalf.
- 29.2 Lakes DHB will negotiate with the new employer, including in regard to 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.

- 29.3 Where the employee either chooses not to transfer to the new employer, or is not offered employment by the new employer, Lakes DHB will activate the staff surplus provisions of this Agreement.

30.0 STAFF SURPLUS

When as a result of the substantial restructuring of the whole, or any parts, of Lakes DHB's operations, including reorganisation, review of work methods, change in plant (or like cause), a reduction in the number of employees, or inability to retain an employee in his/her current position or at his/her current grade or work location (i.e., a change to the terms of appointment for the employee's present position), then the options below will be invoked and decided on a case-by-case basis by Lakes DHB, having due regard to the circumstances of the affected employee.

30.1 Notification

Lakes DHB will advise APEX 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. Notification of a staffing surplus will be advised to the affected employee. This date may be varied by agreement between the parties. During this period, Lakes DHB and the employee will meet to discuss the option most appropriate to the circumstances. Where the employee is to be relocated, at least one month's notice will be given to the employee, provided that in any situation, a lesser period of notice may be mutually agreed between Lakes DHB and the employee where the circumstances warrant (and agreement will not be unreasonably withheld).

30.2 The following information will be made available to the employee representative:

- (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, and names of the affected employees; and
- (e) the availability of alternative positions with Lakes DHB.

On request the employee representative will be supplied with relevant additional information where available.

30.3 Options

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

- (a) reconfirm the employee in his/her position;
- (b) attrition;
- (c) redeployment;
- (e) retraining;
- (g) severance.

Option (a) will preclude the employee from the other options. The aim is to minimise the use of severance. When severance is included, the provisions of clause 30.9 will be applied as a package.

30.4 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.

30.5 Attrition

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

30.6 Re-Deployment

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

30.6.1 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. Lakes DHB can preserve the salary in the following ways:

- (a) a lump sum to make up for the loss of basic pay for the next 2 years (not abated by any subsequent salary increases); or
- (b) an ongoing allowance for 2 years equivalent to the difference between the present salary and the new salary (abated by any subsequent salary increases).

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

30.6.3 The redeployment may involve the employee undertaking some on-the-job training.

30.6.4 If the employee refuses to accept redeployment into a new job at the same or lower salary in the same or new location, the employee will not be entitled to any severance payment in accordance with clause 30.9, other than notice of termination.

Unless the employee otherwise agrees, any such redeployment will be to a position that aligns with the employee's scope of practice, as defined by the Health Practitioners Competence Assurance Act 2003 (if relevant to his/her previous position).

30.8 Retraining

30.8.1 Where a skill shortage is identified, Lakes DHB 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. Lakes DHB needs to make decisions on the basis of cost, the availability of appropriate training schemes, and the suitability of employees for retraining.

- 30.8.2 If an employee is redeployed to a position that is similar to his/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, Lakes DHB 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.

30.9 Severance

Payment will be made in accordance with the following:

- 30.9.1 For employees engaged prior to 30 June 1992, "service" for the purposes of this clause means total aggregated service with the employing employer, with that employer and one or more other Crown Health Enterprises, 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; and
- (e) Any Health Centre in any New Zealand Polytechnic and/or College of Education.

However, "aggregated service" 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.

- 30.9.2 For employees engaged on or after 30 June 1992, "service" for the purpose of this clause means current continuous service with Lakes DHB.
- 30.9.3 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment will only be made where the requisite notice cannot be given. Notice that is of a lesser period than required will require Lakes DHB to pay an amount proportionate to the ungiven period of notice. This payment is regardless of length of service; and
- 30.9.4 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
- 30.9.5 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
- 30.9.6 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 will not exceed the basic salary (T1 rate only) the employee would have received between his/her cessation and the date of being eligible for government superannuation.

30.10 Job Search

Lakes DHB should assist surplus staff to find alternative employment by allowing them a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to Lakes DHB being notified of the time and location of the interview before the employee is released to attend it.

30.11 Counselling

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

31.0 TECHNICAL REDUNDANCY

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

31.1 The person acquiring the business or the part being sold or transferred:

has offered the employee employment in the business or the part being sold or transferred; and

has agreed to treat service with Lakes DHB as if it were service with that person and as if it were continuous; and

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, Lakes DHB's conditions of employment, including:

- (a) any service related conditions; and
- (b) any conditions relating to redundancy; and
- (c) any conditions relating to superannuation under the employment being terminated; and

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 Lakes DHB; or
- ii. in any capacity that the employee is willing to accept.

32.0 PARTNERSHIP

Both parties are committed to working in a constructive fashion to address relevant issues that arise during the term of this collective agreement.

33.0 PENDING EMPLOYMENT

33.1 Notice Period

Lakes DHB may terminate the employment agreement with 4 weeks' written notice, unless otherwise agreed. Agreement for a shorter notice period will not be unreasonably withheld. When the agreed notice is not given, the unexpired notice may be paid or forfeited by the party failing to give the agreed notice.

33.2 Abandonment of Employment

Where an employee absents him/herself from work for a continuous period exceeding 3 working days without the consent of Lakes DHB, and without notification to Lakes DHB, and without good cause, he/she is deemed to have terminated his/her employment without notice.

34.0 VARIATION TO THIS AGREEMENT

This Agreement may be varied in writing by the signed agreement between the parties.

35.0 SAVINGS

Except as specifically varied by this Agreement, nothing in this Agreement will operate to reduce the wages and conditions of employment applying to any employee at the date of this Agreement coming into force.

The parties acknowledge that all matters discussed during the negotiation of this Agreement have been dealt with, and where intentionally deleted, the savings clause does not apply.

The parties acknowledge that this Agreement supersedes all terms and conditions in any previous agreements.

36.0 NON-WAIVER UNDERSTANDING

Failure by either party to enforce any right or obligation with respect to any matter arising in connection with this Agreement will not constitute a waiver as to that matter, or any other matter, either then or in the future.

37.0 TERM OF AGREEMENT

This Agreement is deemed to have come into force on 3 September 2018 and will continue in force until 31 October 2020.

Dated this day of 2019.

Signed:

**AUTHORISED Representative of the
EMPLOYEE PARTY**

**AUTHORISED Representative of the
EMPLOYER PARTY**

.....
Deborah Powell
National Secretary
APEX
APPENDIX 1 – Merit Progression

.....
Nick Saville Wood
Chief Executive Officer
Lakes District Health Board

The merit progression process will be based on the principles of Transparency, Consistency and Fairness. The following standard criteria and practices will apply to all merit progression programs:

1. Agreeing and achieving the desired outcome(s) of a merit progression program will be the joint responsibility of the manager and employee.
2. An employee who is considering entering into the Technical Merit process should first confirm his/her eligibility with the appropriate manager, and ensure that there is appropriate scope, responsibility, need, and opportunity to warrant consideration.
3. Merit objectives must be set and agreed prospectively by the manager and the employee in a timely manner. However, the setting of objectives may take into consideration work that has been initiated within a reasonable timeframe of the objectives being set, as long as objectives remain current to service need/service development benefit professional development. The employee may consult the APEX if there is a dispute between them and the manager in regard to the size of the objectives.
4. Merit objectives must not conflict with professional obligations or the requirements of relevant regulatory bodies.
5. Progression on merit can only occur if an employee has transitioned the automatic salary increment steps or has been appropriately appointed to a position/salary step within the merit progression scale. A minimum interval of one year applies:
 - a) before the first merit step increment subsequently occurs, and
 - b) between any merit step increments thereafter.Merit objectives should therefore be agreed and/or outcomes assessed during the employee's annual performance plan/appraisal process.
6. Merit objectives can be renegotiated and/or timelines extended if unforeseen circumstances arise.
7. Employees are expected to take a self-directed approach to meeting their merit objectives.
8. Employees are required to provide agreed, relevant, and supportive evidence that demonstrates that the merit objectives have been met in full.
9. Merit progression must:
 - a) add value to Lakes DHB;
 - b) take into account the relativity (both salary and responsibility/accountability) to designated positions within the service structure; and

- c) either involve duties and/or responsibilities that are additional to those stated within the employee's position description, or require the employee to achieve performance targets that clearly require additional effort on the employee's part.
10. The manager will ensure appropriate support is provided to employees undertaking the merit progression process. Any reasonable resource requirements, including time, must be identified and agreed when merit objectives are initially set. As part of this process, consideration must be given to the maintenance of normal service requirements.
 11. A review process will be available to employees undertaking the merit progression program.
 12. Participation in the merit progression program must be jointly considered by the manager and employee each year, but subsequent employee participation in the merit progression process is optional. However, employees who choose not to participate are expected to continue to demonstrate ongoing competency at their current salary step.
 13. A moderation process will used at a local, regional, and national level to ensure the transparency, consistency, and fairness of the merit progression programme.

Merit Progression Framework

Number of Merit Objectives Required

The choice of domains required to set merit objectives is outlined below.

A total of **four objectives** are expected to be agreed for any full-time employee (0.8-1.0 FTE). However, less than four objectives may be appropriate if the complexity and/or time commitment of one or more objectives is significant. For employees working part-time, the number or complexity of objectives should be adjusted to reflect the working hours of the employee.

It is acceptable that a complex objective may cover more than one domain.

There remains flexibility around these choices and the final decision must be agreed with the team leader/manager.

Employee Type	Compulsory Domain	Elective Domain
Designated Position	x2 Leadership, Minimum x1 Service Development	x1 from any domain
Anaesthetic Technician	x1 Advancing Technical Knowledge and/or Practice x1 Professional Development	x2 from any domain

EVIDENCE

Qualities of Evidence	Examples of Types of Evidence
<p>Evidence should be able to clearly demonstrate that the objective(s) have been achieved.</p> <p>In assessing an employee's performance against set objectives the following questions should be considered:</p> <p><i>Is the evidence valid?</i> Is the evidence a fair, transparent and realistic measure of the skills or performance outcomes being assessed?</p> <p><i>Is the evidence direct?</i> Evidence needs to be as direct as practicable. Evidence should be collected from activities that are clearly linked to the expected performance outcome.</p> <p><i>Is the evidence authentic?</i> Does the evidence solely record the work of the candidate and if not can their personal contribution be clearly and readily established?</p>	<p>There may be many types of evidence used and the following list indicates some examples:</p> <ul style="list-style-type: none"> • Diary or log of activity, technical summaries, statistics or reports • Feedback – peer, clinical supervisor, customer, participant, patient, family / whanau • Self evaluation/critical reflection • Minutes of meetings, conference reports • Certificates of Attainment or other training records • Emails, letters, publications • Teaching documents/session plans/handouts/evaluations • Policies, protocols, guidelines, copies of technical documents developed in-house • Project documentation and customer/service signoff on completion • Key Performance Indicators relevant to individual

Is the evidence current?

Evidence needs be as current as practicable. It should be within the agreed time frame rather than relate to or include historical achievements

Is the evidence sufficient?

It is rare for one piece of evidence to be enough. There should be sufficient evidence to establish that a person has met all the performance measures.

Is the performance repeatable?

Where appropriate the evidence should show that the candidate can successfully achieve the same or similar objective(s) on subsequent occasions.

- Physical examples of successful technical modifications/designs
- Material evidence of the successful introduction of new technology
- Quantified and verified record of cost savings realised
- Literary search or bibliography

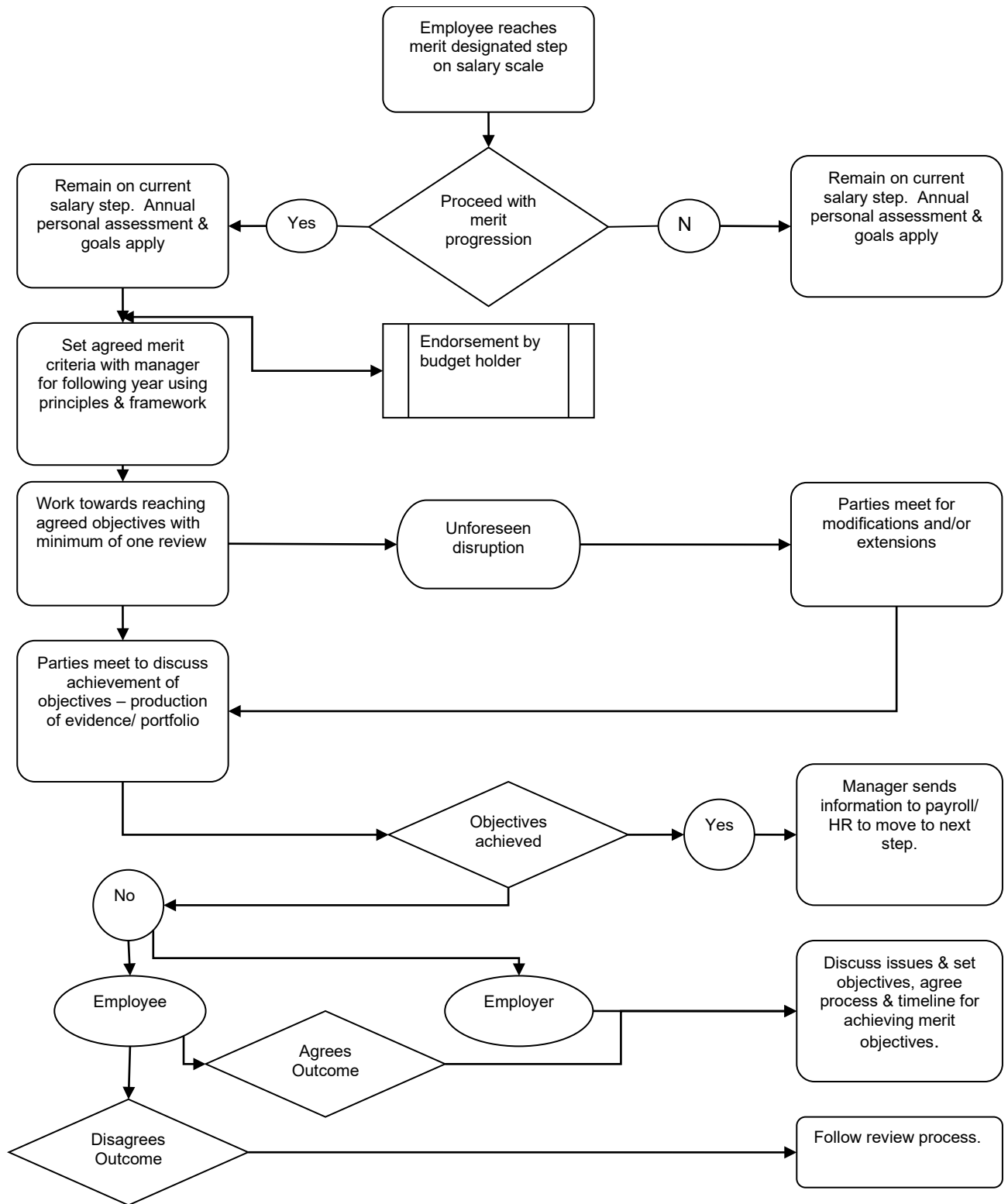
Domains and Activities

Note that the list of activities is indicative only and the specific merit objectives will be negotiated and agreed between the employee and team leader/manager.

DOMAIN	This is a guideline only and activities are not limited to the following options
<p>ADVANCING TECHNICAL KNOWLEDGE AND/OR PRACTICE</p>	<ul style="list-style-type: none"> - Shares specialist knowledge or applies technical practice skills locally, inter-district or nationally - Resource person for specialty area to other professional groups/hospitals/management - Introduction and implementation of new technology and/or processes - This may include research related objectives
<p>LEADERSHIP</p> <p>Developing and applying leadership and management skills within the service.</p> <p>This domain is particularly relevant for staff in designated roles or beginning to undertake management support responsibilities</p>	<p>NB: If an employee is in a “designated position,” the leadership merit objective(s) must involve tasks and/or challenges in excess of that normally associated with the position.</p> <ul style="list-style-type: none"> - Demonstrates leadership and/or management of staff either as individuals or within a team where this is not a core requirement of the role. This may include deputising for the service manager for a reasonable period of time. - Responsibility for a defined part of the service or for a specialist group on a permanent basis. (Give consideration to size/complexity of service and FTE) - Takes a relevant leadership role in service projects including those relating to change management - Makes significant contribution to relevant professional body and/or develops and extends internal/external networks with peers and professional colleagues including those within training institutions. - Acts as advocate for team/profession/specialist group within the work environment e.g. to senior management - Understands and integrates national or international strategies, policies, guidelines and/or legislation into professional practice
<p>PROFESSIONAL DEVELOPMENT</p> <p>Improving one’s learning and professionalism while enhancing the quality of health outcomes and service delivery of Lakes DHB and/or the wider health community</p>	<p>NB: Some options not available to those who are in designated educator roles e.g. a) Person required to train staff as part of job description b) Peer group mentor c) Tutor for outside agencies within specialty (e.g. professional groups)</p> <ul style="list-style-type: none"> - Completes further relevant professional education or qualifications e.g. tertiary/postgraduate including modular course(s) - Peer group mentoring - Internal staff training - Major/active role in research paper - Publication of article in professional journal - Involved in relevant course facilitation and education inside or outside the wider health community/organisation - Advisor to other occupational groups - Conference/course organiser, presenter (poster/paper/workshop)

DOMAIN	This is a guideline only and activities are not limited to the following options
	<ul style="list-style-type: none"> or invited/keynote speaker - Review/critique of published article, paper, journal, book for peers/service - Presentation of research to relevant staff/group/body - Acting in ‘super-user” role for clinical equipment/IT - Maintains advanced and diverse level of expertise / knowledge to support service flexibility
<p>SERVICE DEVELOPMENT</p> <p>Leading, initiating or supporting service development or quality/risk management initiatives</p>	<ul style="list-style-type: none"> - Taking a significant role in determining service strategic plan and subsequent successful implementation - Taking a primary role in setting up a new service - Identifying gaps in current operations and developing and implementing appropriate action plan - Developing, updating or implementing relevant policies, procedures and standards of practice or guidelines in line with accreditation requirements - Responsibility for the determination and regular review of relevant budgets and/or expenditure (if not part of one’s normal duties) - Management of service assets/clinical equipment (if not part of one’s normal duties) - Providing coaching, mentoring, supervision and development of other staff - Full participation as staff representative on a service-wide committee e.g. H&S or Quality of Service - Taking an active role in ethical and professional issues relevant to service
<p>MAORI RESPONSIVENESS</p> <p>Tuakiri – recognises the importance of a person’s unique identity</p> <p>Ngakau Maori – recognises and understands the strategic direction of Maori concepts or ideas</p>	<ul style="list-style-type: none"> - Demonstration of implementation of the principles of the Treaty of Waitangi within an organisation, service or occupational group - Develops and delivers education based upon Maori framework to enhance professional / clinical practice - Actively leads programme to improve Maori cultural awareness within the service - Actively leads strategic planning and direction of services that improve Maori health outcomes - Monitors and evaluates effectiveness of programme
<p>CULTURAL COMPETENCY</p> <p>Recognising the multi-cultural nature of the health population</p>	<ul style="list-style-type: none"> - Actively leads programme to improve multi-cultural awareness within the service - Actively leads strategic planning and direction of services that improve multi-cultural health outcomes - Monitors and evaluates effectiveness of programme

Technical Merit Process Flow Chart



APPENDIX 2: PARTNERSHIP

The parties have recognised the value of working more cooperatively and constructively together to achieve the over-arching goal of maintaining and advancing an Anaesthetic Technician workforce that takes shared responsibility for providing high quality healthcare on a sustainable basis. To this end, the parties have agreed to progress the ongoing 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;
- to ensure that the principles, processes, procedures, and goals adopted enable exploration of matters in a meaningful, solution-focused approach, with the parties being empowered to implement appropriately-agreed solutions;
- to ensure that efforts are made to maintain and further develop the parties' relationship, decision-making, and inter-party cooperation;
- to co-ordinate the trialling, and where appropriate, introduction of innovative initiatives that improve healthcare delivery;
- to work towards enhanced job satisfaction for Anaesthetic Technicians; and
- to achieve consensual decision-making and outcomes where possible.

The parties acknowledge the need to promote 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 to ensure the efficient, sustainable delivery of high-quality health services.