



# APEX

Association of Professionals and Executive Employees

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## **NELSON MARLBOROUGH DISTRICT HEALTH BOARD**

### **ANAESTHETIC TECHNICIANS' COLLECTIVE AGREEMENT**

1 NOVEMBER 2017-31 OCTOBER 2020

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## 1.0 THE PARTIES TO THIS COLLECTIVE AGREEMENT

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

### 1.1 New Employees

The parties agree that any new employee will be provided with a copy of this collective agreement from the date it comes into effect. The new employee shall from the date of becoming a union member, be entitled to all the benefits, and be bound by all the obligations, under this collective agreement.

### 1.2 Existing Employees

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

### 1.3 Coverage

All employees employed as an Anaesthetic Technician or Trainee Anaesthetic Technician, and any employee substantially employed as an Anaesthetic Technician or Trainee Anaesthetic Technician but who may from time to time use different titles.

## 2.0 INTERPRETATIONS

In this Agreement, unless the context otherwise requires:

**"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.

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

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

**"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 shall be defined by a starting and finishing time. Duties shall be morning (AM), afternoon (PM) duties or night duties. When a major part of a duty falls on a particular day the whole duty shall be regarded as being worked on that day.

**"Emergency circumstance"** means a natural disaster or civil emergency.

**“Fortnight”** means the 14 days commencing midnight Sunday/Monday. When the major part of a shift falls on a particular day the whole shift shall be regarded as being worked on that day.

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

**“Ordinary hourly rate of pay”** for 40 hours per week workers shall be 1/2086, correct to three 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 shall be pro-rated.

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

**"Service"** means:

- a) **For Annual**
- b) **Leave purposes only:**

The aggregate of:

- (i) any individual employee’s service previously recognised at the commencement date of this Agreement.
- (ii) service with any District Health Board, Hospital and Health Service, Crown Health Enterprise, Area Health Board, Hospital Board, Regional Health Authority, or the Public Health Commission of at least 12 months duration provided the service ended within 5 years of the date of current appointment to the Health Service, or within 5 years of the start of the latest period of continuous service with the organisations listed in this sub clause.
  - All service as an Anaesthetic Technician in New Zealand
  - An overseas qualified Anaesthetic Technician who meets the requirements of the registration board at the time of entry into New Zealand shall have all service credited from the date of obtaining the overseas qualification.

Where the requirements of the registration board are not met at time of entry, service will only be counted from the commencement date of employment with Nelson Marlborough District Health Board.

**“Week”** is defined as midnight Sunday/Monday to midnight Sunday/Monday, for the purpose of calculating the pay week and “fortnight” has a corresponding meaning involving two successive weeks.

### **3.0 HOURS OF WORK**

#### **3.1 Statement of Intent**

The employer recognises the need for staff to balance their work life with their recreational and home life, and is committed to active participation in the management of workloads and working time that achieves staff and management goals, and results in realistic work

expectations. DHBs and APEX recognise that a degree of stress is a part of the modern workplace. The employer makes a commitment to working with staff to develop policies and practices that attempt to minimise the negative impact stress has on workers' lives.

Nothing in this document is intended to vary the hours of work arrangement that apply at the time that this SECA comes into force. The hours of work can only be varied by application of clause 2.1.6.

### **3.2 The Week**

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

### **3.3 Ordinary Hours of Work**

- a) Unless otherwise specified the ordinary hours of work shall be either
  - (i) Eighty (80) hours in each two week period (14 days), worked as not more than ten (10) duties, provided that for rostered shift work the ordinary hours of work may average forty (40) hours per week during a period of up to seven (7) weeks, or the applicable roster period, whichever is the lesser; or
  - (ii) Eighty (80) hours in each two week period (14 days), worked as not more than ten (10) duties between 0600 and 2000 hours, Monday to Friday.
  - (iii) Forty (40) hours in each week worked as not more than five (5) duties between 0600 and 2000 hours, Monday to Friday.
- b) The ordinary hours of work for a single duty shall be up to a maximum of ten (10) hours.
- c) No employee shall be required to work for more than 12 consecutive hours where their normal shift is of 8 or 10 hours duration subject to emergency circumstances as defined in Clause 2.0.
- d) A duty shall be continuous except for the meal periods and rest breaks provided for in this Agreement.
- e) Except for overtime, and except where an alternative arrangement is operating, each employee shall have a minimum of four (4) days off during each two (2) week period (14 days). Days off shall be additional to a nine (9) hour break on completion of the previous duty.
- f) Except for overtime, no employee shall work more than five (5) consecutive duties before a day(s) off, provided that an alternative arrangement may be implemented by agreement between the employer and a majority (measured in full-time equivalents) of the directly affected employees.
- g) There are a range of hours worked across the DHBs that are defined as full-time.

There is no intention, as a result of these negotiations, to change the existing 'full time' hours of work in each DHB unless otherwise agreed.

### **3.4 Rosters**



- a) The Health & Safety in Employment Act 1992 section 6 (d) requires the employer to take all practical steps to prevent harm occurring to employees from the way work is organised.
- b) Therefore, in designing and implementing shift rosters to meet service needs, the employer shall ensure the disruption, personal health effects and fatigue associated with shift work are minimised for the group of workers involved. Roster templates and changes to roster templates shall be jointly developed and reviewed by the employer, representatives of affected employees and APEX.
- c) Where an employee is required to start and/or finish work at changing times of the day and/or on changing days of the week, then a roster shall be produced.
- d) The roster period shall be four (4) weeks (28 days) or greater, except that it may be less for services where unpredictable service demands make this impracticable.
- e) Rosters shall be notified to the employees involved at least three (3) weeks (21 days) prior to commencement of the roster period, except that the minimum period of notification for roster periods of less than four (4) weeks shall be two (2) weeks (14 days). Less notice may be given in exceptional circumstances.
- f) Single days off shall be avoided as a routine rostering device, and there shall be no more than one single day off for an employee during a four (4) week period. Employees shall be discouraged from requesting single days off.
- g) Notwithstanding the foregoing conditions staff may be permitted to change shifts one with another by mutual arrangement and with the prior approval of the manager. Additional overtime or other penalty provisions shall not apply in these instances, i.e. the swapping of shifts will be a cost neutral exercise.
- h) For employees working on 4&2 roster the roster cycle shall be for a six week period, of four days on duty followed by two days off duty.

### **3.5 Hours of Work Requirements**

- a) The employer shall 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 shall be provided to the employee.
- b) Hours of work requirements shall comply with all of the provisions of clause 3.3 of this Agreement.
- c) Hours of work requirements shall reflect actual hours of work and shall 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.

### **3.6 Variation of Hours of Work Requirements**

- a) **Emergencies**  
The employer 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 shall be by agreement between the employer and the directly affected employee(s).
- c) **Long term / permanent changes to hours of work requirements**  
Except as provided for above, where the employer requires an employee to change their hours of work requirements to meet service needs, then a minimum of twelve (12) weeks prior notice of the change shall be given for the purpose of reaching written agreement between the employee and the employer. Such agreement shall not be unreasonably withheld. A shorter period of notice than twelve (12) weeks may be applied by agreement. Should mutual agreement not be reached the employer reserves the right to use the management of change provisions to effect the change. The employee's representative shall also be advised of the notice of the change at the same time as the employee. The parties note that this provision is not in lieu of the management of change provisions.
- d) **No employee shall be discriminated against for not agreeing to change their hours of work requirement.**

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

- 4.1 Except when required for urgent or emergency work and except as provided in 4.2 no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.
- 4.2 An employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time.
- 4.3 Except where provided for in 4.2 an employee unable to take a meal after five hours' duty shall be paid at overtime rates from the expiry of five hours until the time when a meal can be taken.
- 4.4 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer.
- 4.5 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.

#### **5.0 SALARIES AND WAGES**

##### **5.1 Anaesthetic Technician**

An Anaesthetic Technician shall receive an annual rate of salary approved by the Employer for the position held.

##### **(A) Registered/Qualified Anaesthetic Technician**

Step	12-Sep-16	3-Sep-18	5-Nov-18		Step	5-Aug-19	4 Nov 19		Step	4-Aug-20	
8	\$75,013	\$78,014	\$80,354	M	9	\$80,354	\$82,765	M	10	\$84,834	



7	\$72,772	\$75,683	\$77,953	M	8	\$77,953	\$80,292	M	9	\$82,299	
									8	\$80,292	APS
6	\$68,707	\$70,768	\$72,891	APS	7 (APS)	\$75,078	\$77,330	APS	7	\$77,330	
					6	\$72,891	\$75,078	A	6	\$75,078	
5	\$65,895	\$67,872	\$69,908	A	5	\$69,908	\$72,005	A	5	\$72,005	
4	\$61,623	\$63,472	\$65,376	A	4	\$65,376	\$67,337	A	4	\$67,337	
3	\$57,353	\$59,074	\$60,846	A	3	\$60,846	\$62,671	A	3	\$62,671	
2	\$53,081	\$54,673	\$56,313	A	2	\$56,313	\$58,002	A	2	\$58,002	
1	\$48,810	\$50,274	\$51,782	A	1	\$51,782	\$53,335	A	1	\$53,335	

A = Annual Progression, APS = Additional Progression Step, M = Merit Progression

### 5.1.1 Progression

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 4 August 2020, progression through the scale from step 1 to step 7 shall be by way of automatic increment.

### 5.1.2 Translation

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 4 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.

Progression from step 5 to step 6 shall be by way of the Additional Progression Step is as per the process shown below.

From 5 August 2019 progression from step 6 to step 7 is as per the process shown below.

From 4 August 2020 progression through the scale from step 7 to step 8 is as per the process shown below.

### 5.1.3 Translation on 5 August 2019

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 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.

### 5.1.4 Translation on 4 August 2020



Those employees who have spent 1 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 for future salary progression purposes.

Those employees who 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 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.

#### 5.1.5 Additional Progression Step Process

- a) 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 step. These objectives should align with the qualities of an experienced practitioner and reflect the expected professional/technical skills and personal attributes.
- b) The parties acknowledge that it is the individual employee's decision and responsibility to initiate the process associated with the additional progression step. To commence the process the employee will write to the team leader/manager requesting a meeting to set objectives.
- c) The discussion and setting of objectives for the additional progression would normally occur in conjunction with the employee's annual performance review.
- d) In the event that the manager and the employee cannot agree on the objectives the employee may consult with APEX. If there is still no agreement the manager will set the objectives. This objective setting process is to be completed in three months of the employee requesting the meeting.
- e) 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 b) above, provided that:
  - i. Progression shall not occur earlier than the anniversary date of the employee's movement to the 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.
- f) Progression to the additional progression step is not available to employees who are below the top automatic salary step.

#### **(B) Designated Anaesthetic Technician Positions**

Step	12 Sept 16	3 Sept 18	5 Nov 18	Step	4 Nov 19		Step	4 Aug 20
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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

M = Merit Progression

- (i) Progression through the scale shall be by achieving merit criteria that have been prospectively set according to the APEX Anaesthetic Technician Merit Criteria document. *Note it will be our intention to have a working party established to determine the criteria during the term of the SECA.*
- (ii) For the sake of clarity, increments or applications for merit increases can only occur after a total of 12 months on the previous step.

## 5.2 Trainees

A Trainee Anaesthetic Technician shall receive an annual rate of salary approved by the Employer for the position held.

Level	12 Sept 16	3 September 208	5 November 2018	4 November 2018
4	\$45,656	\$47,026	\$48,437	\$49,890
3	\$42,609	\$43,887	\$45,204	\$46,560
2	\$39,567	\$40,754	\$41,977	\$43,236
1	\$36,521	\$37,617	\$38,746	\$39,908

- (a) Progression through the scale from steps 1 to 4 shall be by automatic annual increment, subject to satisfactory performance. Upon qualification the trainee shall be appointed to the first step of the Registered/Qualified Anaesthetic Technician scale from the 1<sup>st</sup> day of the month in which the qualification is awarded.

## 5.3 Part-time Employee

A part-time employee means an employee, other than a casual employee, employed on a permanent basis but who works less than the ordinary or normal hours set out in the hours of work clause. Any wages and benefits e.g. leave; will be pro rata according to the hours worked unless specifically stated otherwise in this Agreement.

## 5.4 Recognition of Previous Service for Commencement on the Salary Scales

The employer shall credit previous service for connected service as defined below for employees as follows:

- (a) New Zealand Qualified Anaesthetic Technicians

All service as an Anaesthetic Technician      Full credit

- (b) Overseas Qualified Anaesthetic Technicians

- (i) An overseas qualified Anaesthetic Technician who meets the requirements of the registration board at the time of entry into New

Zealand shall have all service credited from the date of obtaining the overseas qualification.

- (ii) Where the requirements of the registration board are not met at time of entry, service will only be counted from the commencement date of employment as an Anaesthetic Technician in New Zealand.

## **5.5 Salary Increments while on Study Leave**

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

## **5.6 Miscellaneous Conditions Relating to Salaries**

No deduction other than such as may be agreed upon between the Employer and the Employee shall be made from the wages of any Employee except for time lost by the Employee through sickness, accident or default.

Except by mutual agreement, salaries, including overtime, shall be paid at not longer than fortnightly intervals and by direct credit.

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

### **6.1 Definitions**

- 6.1.1 For calculation purposes, the normal hourly rate shall be one two thousand and eighty-sixth (2,086) part, correct to three decimal places of a dollar, of the yearly rate of salary payable.
- 6.1.2 Overtime is time worked in excess of the daily duty as defined in Clause 3 and all time, other than time for which a duty allowance is payable, worked on a Saturday, Sunday or public holiday, when such work has been properly authorised.

### **6.2 Overtime**

Subject to 6.4, overtime shall be paid as below:

- 6.2.1 In respect of overtime worked on any day (other than a Sunday or public holiday), at one and one-half times the normal hourly rate of pay (T1.5) for the first three hours and double the normal hourly rate of pay (T2) thereafter, except that employees working overtime between 2200 hours and until the completion of the rostered night duty on any day shall be paid at the rate of T2.
- 6.2.2 In respect of overtime worked on a Sunday or a public holiday, at double the normal hourly rate of pay (T2).
- 6.2.3 In lieu of payment for overtime, the employer and the employee may jointly agree for the employee to take equivalent [one hour overtime worked for one hour ordinary time off] paid time off at a mutually convenient time.
- 6.2.4 Employees working shifts of ten (10) hours duration shall be paid T1.5 after 10 hours till the completion of the 11<sup>th</sup> hour and T2 thereafter.

### **6.3 Penal Rates**

- 6.3.1 Subject to clause 6.4 penal time shall be paid at the following rates **in addition to normal salary**:
- a) From midnight Friday/Saturday to midnight Sunday/Monday at half the normal hourly rate of pay (T0.5);
  - b) On Public holidays at the normal hourly rate of pay (T1);
  - c) Between 2000 hours and until the end of a rostered night duty from midnight Sunday/Monday to midnight Friday/Saturday shall be paid at time one quarter of the normal hourly rate of pay (T0.25).
- 6.4 Overtime and penal time shall not be paid in respect of the same hours.
- 6.5 Minimum Break Between Spells of Duty**
- 6.5.1 A break of at least nine continuous hours must be provided wherever possible between any two periods of duty of a full shift or more. Except that if a ten (10) hour duty has been worked then a break of twelve (12) consecutive hours must be provided wherever possible.
- 6.5.2 Periods of a full shift or more include:
- a) Periods of normal rostered work; or
  - b) Periods of overtime that are continuous with a period of normal rostered work; or
  - c) Full shifts of overtime/call-back duty.
- 6.5.3 This requirement to provide a break wherever possible applies whether or not any additional payment will apply under the provisions of this clause.
- 6.5.4 If a break of at least nine (9) continuous hours-or twelve (12)- cannot be provided between qualifying periods, the period 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 overtime rates.
- 6.5.5 The additional payment provisions of this clause will not apply in any case where the result would be to given an employee a lesser payment than would otherwise have been received.
- 6.5.6 Time spent off duty during ordinary hours solely to obtain a nine (9)- or twelve (12) hour break shall be paid at normal hourlyrate of pay. Any absence after ninth-twelfth continuous hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.
- 6.5.7 Authorised absences, either with or without pay, are as provided for in this agreement and shall be counted as actual hours worked for the purposes of calculating overtime.
- 6.5.8 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 them call-back it does not have to be provided afterwards as well.
- 6.5.9 Except, for those employees who are called back between 2300-0500 hours, the break must be provided afterwards, unless otherwise agreed between the employer and the employee.

## **7.0 ON CALL**

### **7.1 On Call Allowance**

7.1.1 Where an employee is instructed to be on call during normal off duty hours s/he shall be paid an on call allowance of \$8.00 per hour or part thereof while on call except on Public Holidays where the rate shall be \$10.00.

The on call allowance is payable for all hours the employee is rostered on call including time covering an actual call out.

7.1.2 Unless by mutual agreement, or in emergencies, no employee shall be required to remain on call for more than 40% of the employee's off-duty time in any three weekly period. In services where the employer's operational requirements and staffing levels permit, employees working seven day rosters should not be rostered on call on their rostered days off. The allocation of on-call time should be spread as evenly as practicable among those required to participate in the on-call roster.

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

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

### **7.2 Call-Back**

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

- a) Is called back to work after completing the day's work or shift, and having left the place of employment; or
- b) Is called back before the normal time of starting work, and does not continue working until such normal starting time, except that:
  - (i) Call backs commencing and finishing within the minimum period covered by an earlier call back shall not be paid for;
  - (ii) Where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back.

7.2.2 Where an employee is called back to duty outside his/her normal hours of work, the employee shall either be provided with transport or they shall be reimbursed with accordance with clause 34.

7.2.3 Employees who participate on on-call rosters, shall be granted 2 hours leave for each weekend day or part there-of where the on-call period is 8 or more hours, they are required to be on-call during normal off duty hours, up to a maximum of 5 days additional

leave per annum. Such leave shall be paid at annual leave averages and is accumulative. The maximum combined entitlement under these provisions and clause 11.7 Extra Leave for Shift Workers, is five days annual leave per annum.

## **8.0 HIGHER DUTIES ALLOWANCE**

- 8.1 Where an employee who, at the request of the employer, is substantially performing the duties and carrying the responsibilities of a position or grade higher than the employee's own shall be paid a higher duties allowance of \$3.00 per hour provided that a minimum of eight (8) consecutive hours of qualifying service is worked per day or shift.
- 8.2 Except that where an Anaesthetic Technician performs the duties of the higher position for a period of 5 or more consecutive working days the employee will receive a higher duties allowance for the whole period of that appointment. The higher duties allowance payable shall be the difference between the current salary of the employee acting in the higher position and the minimum salary the employee would receive if appointed to that position.

## **9.0 MEAL ALLOWANCE**

An employee who works a qualifying shift of eight or ten hours or more and who is required to work more than one hour beyond the end of the shift (excluding any break for a meal) shall be paid a meal allowance of \$7.95 or at the option of the employer, be provided with a meal.

## **10.0 PUBLIC HOLIDAYS**

- 10.1 The following days shall be observed as public holidays:  
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)
- 10.2 The following shall 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 shall, 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 10.5 below.

- c) Where an employee is not required to work that Saturday or Sunday, observance of the holiday shall 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.
- 10.3 In order to maintain essential services, the employer 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.
  - 10.4 When an employee works on a public holiday which would otherwise be a working day for the employee, they will be paid at time one (T1) in addition to the ordinary hourly rate of pay, for each hour worked and they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
  - 10.5 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 20.4 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.
  - 10.6 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 10.4 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.
  - 10.7 An employee who is on call on a public holiday but is not called in to work, shall 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 shall be granted in respect to the transferred day only and taken and paid as specified in the Holidays Act 2003.
  - 10.8 Those employees who work a night shift which straddles a public holiday shall be paid at public holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the shift. One alternative holiday shall apply in respect of each public holiday or part thereof worked.
  - 10.9 Off duty day upon which the employee does not work:
    - a) Fulltime 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, they 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 shall 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 shall be entitled to public holiday provisions if they worked on the day of the week that the public holiday falls more than 40 % of the time over the last three months. Payment will be relevant daily pay.

#### 10.10 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 shall 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 shall be in accordance with the Holidays Act

(c) Leave on reduced pay

An employee, during a period on reduced pay, shall be paid at the relevant daily pay for public holidays falling during the period of such leave."

### 11.0 ANNUAL LEAVE

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

- Four Weeks annual leave for years 1 to 5
- Five Weeks annual leave for year 6 onwards. For clarity, annual leave will accrue at this rate from the commencement of year 6.

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

#### 11.2 Conditions

Within two weeks of a written application for planned leave from an employee, the employer shall respond in writing confirming approval for the leave or stating the reasons leave is unable to be taken. Approval of annual leave will not be unreasonably held. The responsibility to arrange cover for employees' leave lies with the employer. The employer may decide, after consultation with the employee, when annual leave will be taken. It is not the responsibility of individual employees to find cover for their own leave.

11.2.1 The term "leave year" means the year ending with the anniversary date of the employee's appointment.

11.2.2 For the purpose of this clause, service is as defined in clause 2.

11.2.3 The Employer may permit an employee to take annual leave in one or more periods.



11.2.4 The Employer may permit all or part of the annual leave accruing in respect of a leave year to be postponed to the next following year, but the annual leave entitlement at any one time shall not exceed the total of annual leave accruing in respect of two leave years in accordance with the Holidays Act 2003.

11.2.5 When an employee ceases duty, salary shall be paid for accrued annual leave and the last day of service shall be the last day of such work.

**11.3 Anticipation of Annual Leave for Overseas Trip**

An employee with over 20 years' current continuous service may anticipate one year's annual leave entitlement for the purpose of taking a trip overseas.

**11.4 Payment in Lieu of Annual Leave for Casual Employees**

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

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

**11.6 Leave Without Pay in Relation to Annual Leave Entitlement**

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

**11.7 Extra Leave for Shift Employees**

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

11.7.1 Any shift work performed during a period which is not overtime that meets any of the following criteria qualifies for additional leave:

The shift work performed each day:

- a) Extends over at least 13 continuous hours, and
- b) Is performed by two or more employees working rostered shifts, and
- c) The shift involves at least two hours of work performed outside the hours of 0800 hours to 1700 hours.

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

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

## **12.0 SICK LEAVE**

### **12.1 Conditions**

12.1.1 Where an employee is granted leave of absence because of sickness or injury not arising out of and in the course of employment (in this clause referred to as "sick leave"), the employee shall be entitled to payments at the rates below in clause 12.1.2.

12.1.2 On appointment with the Employer, a full time employee shall be entitled to ten working days sick leave. On the completion of each additional twelve months, he/she shall be entitled to a further ten working days (i.e. T1 rate), with a maximum entitlement of 80 working days. The employee shall be paid at relevant daily pay as prescribed in the Holidays Act 2003, for the first five days in each twelve month period. Thereafter, they shall be paid at the ordinary time (T1).

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

12.1.3 Sick leave is to be debited on an hour for hour basis.

12.1.4 Part-time employees are entitled to sick leave on a pro rata basis subject to the minimum requirements of the Holidays Act 2003.

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

### **12.2 Discretionary Powers of the Employer to Grant Leave in Excess of the Above-Prescribed Limits**

12.2.1 Where a full time employee is incapacitated by sickness or injury arising out of and in the course of employment, salary full or base) may be paid at the discretion of the employer.

12.2.2 Where an employee is suffering from a minor illness that could have a detrimental effect on the patients or others in the employer's care, the employer may, at their discretion, either:

- (a) Place the employee on suitable alternative duties; or
- (b) Direct the employee to take leave on payment at base rates (T1 only) for not more than eight days in any one year, in addition to the normal entitlement to sick leave.

### **12.3 DOMESTIC LEAVE**

12.3.1 The Employer may grant an employee leave on payment at ordinary base rates (T1 only) as a charge against sick leave entitlement when the employee must stay at home to attend to a member of the household who through illness becomes dependent on the employee. This person would in most cases be the employee's child or partner but may be another member of the employee's family or household.

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

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

#### **12.4 SICK LEAVE IN RELATION TO ANNUAL AND LONG SERVICE LEAVE**

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

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

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

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

#### **12.5 LEAVE WITHOUT PAY IN RELATION TO SICK LEAVE ENTITLEMENTS**

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

#### **13.0 BEREAVEMENT/TANGIHANGA LEAVE**

13.1 The Employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). The length of time off shall be at the discretion of the Employer.

If bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of 13.1 above. This provision will not apply if the employee is on leave without pay.

13.3 In granting time off therefore, and for how long, the Employer must administer these provisions in a culturally sensitive manner.

#### **14.0 LONG SERVICE LEAVE**

14.1 Long Service Leave of one week shall be accumulated by the employee for each five years of uninterrupted continuous service.

14.2 Long Service Leave will be paid on the same basis as annual leave as per the Holidays Act 2003 as at the time of taking the leave.

14.3 Leave without pay in excess of three (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 If an employee dies prior to taking any accrued entitlement then the monies equivalent as of the time of death shall be paid to the deceased's estate. In no other circumstances will an employee be entitled to be paid out for their Long Service Leave.
- 14.5 The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.

## 15.0 PARENTAL LEAVE

- 15.1 Parental leave shall be granted in accordance with the Parental Leave and Employment Protection Act 1981 and its amendments.

Except that employees in their first twelve months of employment may apply for parental leave of up to six months duration. Such leave shall be applied for and granted as per the Parental Leave and Employment Protection Act 1981.

- 15.2 Guidelines: Please note the matters below are intended by way of general guidance only and it is not intended to add to the rights or obligations as provided by the governing Act. Employees should seek the advice of their manager, APEX or the Department of Labour ([www.ers.govt.nz](http://www.ers.govt.nz) or 0800 20 90 20) in applying for parental leave.

Parental Leave is up to a maximum of 52 weeks, depending upon length of service for each couple excluding any period of paternity leave.

- (a) Obligations of Employee.

**The employee must give a minimum of three months written notice to the employer prior to the expected dated of delivery. Such notice shall contain a certificate from their medical practitioner or LMC stipulating that the employee or the employee's partner is pregnant and the expected date of delivery. The notice shall also stipulate the period for which the employee is seeking to take as leave.**

If the employee is adopting a child whose age is less than five then the employee must notify the employer of such and their intention to take parental leave within fourteen days of receiving notification of the adoption or placement of the child to them. Note: this does not require the employee to give a minimum notice of their intention. Notice of actual placement and the need to commence parental leave may be less than two weeks.

In both such instances the employee must provide the date of delivery or adoption and the period for which the employee is seeking to take as leave.

Date of return that he or she intends to return to their employment.

Generally, any early return to workplace or any change to the terms and conditions of employment on the return to workforce must be with the agreement of both employer and employee.

- (b) Obligations of Employer

Within 3 weeks of receiving an application for parental leave the employer notify in writing the employee of their entitlement to parental leave and whether their position will be kept open.

Subject to the position not being both a key position and one it which is not practical to employ someone on a fixed term agreement as a replacement then the employer shall keep the employee's position open for them on their return to work.

Recognise the employee's service as being continuous on their return to work.

Ensure the employee's terms and conditions remain the same.

### 15.3 Paid Parental Leave

- (a) Where an employee takes parental leave under this clause for a minimum period of 14 weeks, the employee shall be paid by the employer for a period of fourteen (14) weeks from the commencement of parental leave.
- (b) The payment shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata if applicable) payable to the employee for the six weeks immediately prior to commencement of parental leave and shall be less any parental leave payment received by or payable to the employee from public money under the Act.
- (c) The payment shall only be made to eligible employees as specified by s.71CA Parental Leave and Employment Protection Act 1987.

## 16.0 REAPPOINTMENT AFTER ABSENCE DUE TO CHILDCARE

- 16.1 Where an employee resigns from a permanent position with the employer to care for pre-school children, the employer is committed, upon application from the employee, to make every reasonable endeavour to re-employ that person where a comparable and suitable position exists within four years of the resignation, providing that the person has the necessary skills to fill the vacancy competently; then the person under these provisions shall be appointed in preference to any other applicant for the position.

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

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

## 17.0 JURY SERVICE AND WITNESS LEAVE

- 17.1 Employees called on for jury service or who are subpoenaed, or as a witness for the Crown, the Employer, or in the course of their employment, are required to serve. Where the need is urgent, the Employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.
- 17.2 An employee called on for jury service or as a witness may elect to take annual leave, leave without pay, or leave on pay.
- 17.3 Where an employee is required to be a witness in a matter arising out of his/her employment, s/he shall be granted paid leave.

- 17.4 Where leave on pay is granted, a certificate is to be given to the employee by the Employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to the Employer but may retain expenses.
- 17.5 Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the Court does not require the employee, the employee is to report to work where this is reasonable and practical.

## **18.0 LEAVE TO ATTEND MEETINGS**

- 18.1 The Employer shall grant union members leave on pay to undertake trade union education or training, in accordance with the Employment Relations Act 2000. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.
- 18.2 The Employer shall 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.
- 18.3 Paid leave shall also be granted where 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.
- 18.4 Any remuneration received by the Employee for the period that paid leave was granted shall be paid to the Employer.

## **19.0 EMPLOYEE RELEASE**

- 19.1 Employees with 5 years continuous service with the current employer may apply for a one-off continuous period of unpaid Employee Release for a period of three months up to a maximum of twelve months. Such application shall be considered on a case-by-case basis and granted at the discretion of the employer. All service related provisions/ benefits will be put on hold until resumption of normal duties.
- 19.2 The notification of the employee's intent to return to normal duties will be the same as Clause 15.2 (Parental Leave).
- 19.3 Job protection provisions will be the same as in Clause 16.

The provisions of this clause are separate from and in addition to normal unpaid leave provisions and it is acknowledged that employees may apply for unpaid leave at any time during their employment.

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

- 20.1 In accordance with the Health and Safety at Work Act 2015 and associated Regulations, the Employer shall ensure that employees are provided with any protective equipment required to ensure the safety of employees while at work. The maintenance and replacement of this equipment is the responsibility of the Employer.

- 20.2 Suitable clean protective clothing, including foot/eye/hearing protection, shall be provided at the Employer's expense where the nature of a particular duty or duties would either continuously or intermittently render an employee's personal clothing or uniform to excessive soiling or damage or expose the employee's person to injury or excessive discomfort through biological, chemical or physical hazards. Such protective clothing shall remain the property of the Employer and, as such, shall be laundered or otherwise cleaned free of charge. Where the employer and employee agree, the employee may purchase appropriate protective clothing/footwear and the employer will reimburse actual and reasonable costs.
- 20.3 An employee may at the Employer's discretion be compensated for damage to personal clothing worn on duty, or reimbursed dry cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling did not occur as a result of the employee's negligence or failure to wear the protective clothing provided.
- 20.4 Where the employer requires an employee to wear a uniform, it shall be provided free of charge, but shall remain the property of the employer.

## **21.0 REFUND OF ANNUAL PRACTISING CERTIFICATE**

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

## **22.0 RECERTIFICATION, TRAINING and CONTINUING EDUCATION**

Employers shall provide a work place environment that encourages employees to maintain competence, obtain appropriate qualifications, attend relevant conferences, courses and seminars and/or undertake research or projects.

- a) **Recertification**  
The employer accepts responsibility for providing the necessary resources and costs to meet the competency requirements of the Health Practitioner Competency Assurance Act. Reimbursement of fees, up to \$200 per annum, required to enrol in a recognised Continuing Professional Development (CPD) points programme will be provided.
- b) **Training**  
The employer shall provide all actual and reasonable costs for qualifications, training courses and seminars as required by the employer. Attendance at such training is 'work' and time so spent shall be paid. Note reasonable costs includes reimbursement for all travel, accommodation, fees and expenses associated shall be paid by the employer
- c) **Continuing Professional Development**

The ongoing technical/scientific development within the associated fields may require qualified staff to attend national and international conferences in order to maintain their ongoing technical/scientific competence. The employee then has the obligation of bringing back the latest and incorporating any new knowledge into the strategic development of their department. Attendance at the conferences is to be balanced against the operational requirements of the DHB and requires the prior approval of the employer. Forward planning and cooperation between management and staff is fundamental to ensuring CPD requirements are met. Funding and leave will be managed in a fair and equitable manner.

## **23.0 EMPLOYEE PARTICIPATION**

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

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

The involvement of employees should contribute to:

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

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

23.2.1 Paid time off shall be allowed for recognised staff representatives to attend meetings with management, consult with employees, to consult and discuss those issues addressed in this clause and Clause 25.0 specifically: staff surplus, and options for resolving staff surplus.

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

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

23.2.4 Mechanisms established for the purpose of 'Management of Change' will allow input and recommendations to be made to the employer, who will consider these recommendations and will make best endeavours to take the views of their employees into account before making final decisions.

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

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

23.3 For the purposes of Clauses 24.0, 25.0 and 26.0, the recognised representative shall be the union advocate unless otherwise agreed



## **24.0 RESTRUCTURING**

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

## **25.0 STAFF SURPLUS**

When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in sub clause 25.5 below shall be invoked and decided on a case by case basis by the employer having due regard to the circumstances of the affected employee.

### **25.1 Notification**

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

- 25.2 The following information shall 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, names and ages of the affected employees
  - (e) Availability of alternative positions with the employer.

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

### 25.3 Options

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

- (a) Reconfirmed in position
- (b) Attrition
- (c) Redeployment
- (d) Leave without pay
- (e) Retraining
- (f) Enhanced early retirement
- (g) Severance.

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in sub clause 25.10 will be applied as a package.

### 25.4 Reconfirmed in Position

Where a position is to be transferred into a new structure in the same location and grade, 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.

### 25.5 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.

### 25.6 Re-deployment

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

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

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

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

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

25.6.4 Where the employee refuses to accept redeployment into a new job at the same or lower salary in the same or new location, then the employee shall not be entitled to any severance payment in accordance with Clause 25.9 other than notice of termination.

Unless the employee otherwise agrees, any such redeployment shall 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 their previous position.

## **25.7 Leave Without Pay**

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

## **25.8 Retraining**

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

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

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

## **25.9 Enhanced Early Retirement**

25.9.1 Employees engaged prior to 30 June 1992 are eligible if they are within 10 years of the age of eligibility for government superannuation and have a minimum of ten years' total aggregated service with the Employer, with one or more other DHBs, and with one or more of the following services:

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

But excludes any service with any of the above services or with any DHB, which 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 DHBs.

Employees engaged on or after 30 June 1992 are eligible if they are within 10 years of the age of eligibility for government superannuation and have a minimum of 10 years total current continuous service with the employer.

25.9.3 Membership of a superannuation scheme is not required for eligibility.

25.9.4 An employee shall receive the following:

- (a) One month's notice of retirement or 8.33 percent of basic salary (T1 rate only) for the preceding 12 months in lieu of notice. This payment is regardless of length of service; and
- (b) 12 percent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months service; and
- (c) 4 percent 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
- (d) Where the period of total aggregated service is less than 20 years, 0.333 percent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

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

- (e) If the employee has ten or more years' service, the full retiring gratuity set out in the scale contained in Clause 28 shall be paid.
- (f) Outstanding annual leave and long service leave may be separately cashed up.

## 25.10 Severance

Payment will be made in accordance with the following:

25.10.1 For Employees engaged prior to 30 June 1992 "Service" for the purposes of this sub clause 25.10.2 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
- (e) Any Health Centre in any New Zealand Polytechnic and/or College of Education

However, 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.

25.10.2 For Employees engaged on or after 30 June 1992 "Service" for the purpose of this clause means current continuous service with the Employer.

25.10.3 8.33 percent of basic salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment shall only be made where the requisite notice cannot be given. Notice that is of a lesser period than required by this document shall require the employer to

pay an amount proportionate to the ungiven period of notice. This payment is regardless of length of service; and

- 25.10.4 12 percent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
- 25.10.5 4 percent 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
- 25.10.6 Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

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

- 25.10.7 If the employee has ten or more years' service, the full retiring gratuity, as set out in the scale contained in Clause 28.0 shall be paid.
  - (a) Employees with not less than eight years' service but less than ten years' service, shall be paid two weeks' basic salary (T1 rate only).
  - (b) Employees with not less than five years' service but less than eight years' service, shall be paid one-week's basic salary (T1 rate only).
- 25.10.8 Outstanding annual leave and long service leave may be separately cashed up.

## **25.11 Job Search**

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

## **25.12 Counselling**

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

## **26.0 TECHNICAL REDUNDANCY**

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

- a) The person acquiring the business or the part being sold or transferred
  - (i) Has offered the employee employment in the business or the part being sold or transferred; and
  - (ii) Has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and

- b) the conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are the same as, or are no less favourable than, the employee's conditions of employment, including:
  - (i) Any service related conditions; and
  - (ii) Any conditions relating to redundancy; and
  - (iii) Any conditions relating to superannuation under the employment being terminated; and
- c) The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either:
  - (i) In the same capacity as that in which the employee was employed by the Employer; or
  - (ii) In any capacity that the employee is willing to accept.

## **27.0 NOTICE**

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

## **27.2 Abandonment of Employment**

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

## **28.0 RETIRING GRATUITIES**

NOTE: This clause shall not apply to employees employed after 30 June 1992

- 28.1 The Employer may pay a retiring gratuity to staff retiring from the DHB who have had no less than 10 years' continuous service
- 28.2 For the purposes of establishing eligibility for a gratuity, total service may be aggregated, whether this be part-time or whole-time, or a combination of both at different periods. Part-time service is not to be converted to its whole time equivalent for the purpose of establishing eligibility.
- 28.3 Where part time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.

- 28.4 Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.
- 28.5 The calculation of a gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken in to account in the calculation shall be deducted.
- 28.6 For the purposes of calculating the amount of gratuity that the Employer may pay, the rate of pay on retirement shall be the basic rates of salary or wages.
- 28.7 An employee who is granted leave without pay and who remains in the service of the Employer, will, on retirement, have such leave aggregated with other service for gratuity purposes.

<b>SCALE OF MAXIMUM GRATUITIES</b>	
<b>Period of Total Service</b>	<b>Maximum Gratuity</b>
Not less than 10 years and less than 11 years	31 days' pay
Not less than 11 years and less than 12 years	35 days' pay
Not less than 12 years and less than 13 years	39 days' pay
Not less than 13 years and less than 14 years	43 days' pay
Not less than 14 years and less than 15 years	47 days' pay
Not less than 15 years and less than 16 years	51 days' pay
Not less than 16 years and less than 17 years	55 days' pay
Not less than 17 years and less than 18 years	59 days' pay
Not less than 18 years and less than 19 years	63 days' pay
Not less than 19 years and less than 20 years	67 days' pay
Not less than 20 years and less than 21 years	71 days' pay
Not less than 21 years and less than 22 years	75 days' pay
Not less than 22 years and less than 23 years	79 days' pay
Not less than 23 years and less than 24 years	83 days' pay
Not less than 24 years and less than 25 years	87 days' pay
Not less than 25 years and less than 26 years	92 days' pay
Not less than 26 years and less than 27 years	98 days' pay
Not less than 27 years and less than 28 years	104 days' pay
Not less than 28 years and less than 29 years	110 days' pay
Not less than 29 years and less than 30 years	116 days' pay
Not less than 30 years and less than 31 years	123 days' pay
Not less than 31 years and less than 32 years	129 days' pay
Not less than 32 years and less than 33 years	135 days' pay
Not less than 33 years and less than 34 years	141 days' pay
Not less than 34 years and less than 35 years	147 days' pay
Not less than 35 years and less than 36 years	153 days' pay
Not less than 36 years and less than 37 years	159 days' pay

Not less than 37 years and less than 38 years	165 days' pay
Not less than 38 years and less than 39 years	171 days' pay
Not less than 39 years and less than 40 years	177 days' pay
Not less than 40 years	183 days' pay

**NOTE: These are consecutive rather than working days.**

## **29.0 DEDUCTION OF UNION FEES**

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

## **29.2 Stopwork Meetings**

29.2.1 Subject to subsections 30.2 to 30.5, the Employer shall allow every employee covered by this Agreement to attend, on ordinary pay, at least two meetings (each of a maximum of two hours' duration) in each year (being the period beginning on the 1st day of January and ending on the following 31st day of December) with their representatives.

29.3 The representative shall give the employer at least 14 days' notice of the date and time of any meeting to which subsection 30.1 is to apply.

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

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

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

## **29.7 APEX Delegate / Workplace Representative and Facilities**

29.7.1 The employer accepts that employee job delegates are the recognised channel of communication between the union and the employer in the workplace.

- (a) Accordingly paid time off (at ordinary time rates) shall be allowed for recognised employee delegates to attend meetings with management, consult with union members, and other recognised employee job delegates and union officials, to consult and discuss issues such as management of change, staff surplus, and representing employees.
- (b) Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.
- (c) The amount of paid time off and facilities provided shall be sufficient to enable delegates and Conveners of delegates (where these positions exist) to give adequate consideration to the issues in the workplace.



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

30.1 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.

30.2 Where an Employment Relationship Problem arises the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:

- a) The employee will be provided the opportunity to be represented by their union or other such support person of their choosing at any time during the resolution process.
- b) If the matter is unresolved either party is entitled to seek mediation from the Labour Department or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)

30.3 A “personal grievance” means a claim that you:

- i) Have been unjustifiably dismissed; or
- ii) Have had your employment, or your conditions of employment, affected to your disadvantage by some unjustifiable action by the Employer; or
- iii) Have been discriminated against in your employment; or
- iv) Have been sexually harassed in your employment; or
- v) Have been racially harassed in your employment; or
- vi) Have been subjected to duress in relation to union membership.

30.4 If the employment relationship problem is a personal grievance, you must raise the grievance with the Employer within a period of 90 days, beginning with the date on which the action alleged to amount to a personal grievance, occurred or came to your notice, whichever is the latter. There is also additional time available for raising a personal grievance under the Act, under particular circumstances (ERA Section 115).

30.5 Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.

30.6 If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.

### **31.0 HEALTH AND SAFETY**

The Employer shall comply with the provisions of the Health and Safety at Work Act 2015 and associated Regulations, concerning safety, health and welfare matters. The parties agree that Employees should be adequately protected from any safety and health hazard arising in the workplace.

- 31.1 It shall be the responsibility of the Employer to ensure that the workplace meets the required standards and that effective and maintained safety equipment is provided.
- 31.2 Where safety equipment is required, it is the responsibility of Employees to ensure it is appropriately utilised.
- 31.3 It is the responsibility of every employee to report any hazards, accidents or injuries as soon as practicable using the Employers hazard management system.
- 31.4 It is the responsibility of the Employer to systematically identify and address any workplace hazards, which may affect the safety of employees.
- 31.5 Where there is a concern regarding the safety of employees, Employees have the right to contact APEX for advice on their rights under Section 28 of the Health and Safety in Employment Amendment Act 2002.

### **32.0 INDEMNITY**

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

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

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

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

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

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

### **35.0 THIS CLAUSE DELIBERATELY LEFT BLANK**

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

The employer will reimburse the employee towards \$100 of membership of the NZ Anaesthetic Technicians' Society per annum. Provided that where an employee also works for another organisation or in a private practice, the employer will only be required to pay the amount on a pro-rata basis.

### **37.0 SAVINGS**



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

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

### **38.0 TRAVELLING EXPENSES**

Where an employee is required to attend to employer business away from their base hospital, the employer shall, wherever possible, pay all accommodation and travel costs (i.e. the employee shall not be required to pay for such expenses and get reimbursed at a later date). Employees shall be entitled, with prior approval, to claim any actual and reasonable expenses incurred, including staying privately.

### **39.0 VARIATIONS**

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

### **40.0 PARTNERSHIP**

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

### **41.0 TERM OF AGREEMENT**

This Agreement shall be deemed to have come into force on 1 November 2017 and shall 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

.....  
Peter Bramley  
Chief Executive Officer  
Nelson Marlborough DHB



## **APPENDIX 1: PARTNERSHIP**

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

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

Either party can call for a meeting to consult around any of the above objectives; the composition of the respective parties shall have an appropriate senior member with equal representation of other participants with a maximum of 3 to each team with co-opting of others as required.