

# APEX & DHBS ANAESTHETIC TECHNICIANS' MECA

11 DECEMBER 2020 – 31 JANUARY 2022



**APEX**  
ALLIED SCIENTIFIC AND TECHNICAL

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

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

**Contact your delegate or APEX**

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**&**

**Bay of Plenty District Health Board  
Capital and Coast District Health Board  
Canterbury District Health Board  
Midcentral District Health Board  
Waikato District Health Board  
Northland District Health Board  
Nelson Marlborough District Health Board  
Southern District Health Board  
Lakes District Health Board**

**ANAESTHETIC TECHNICIANS  
MULTI- EMPLOYER COLLECTIVE  
AGREEMENT**

**11 December 2020 to 31 January 2022**

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## 1.0 Parties

In accordance with the Employment Relations Act 2000 this collective agreement is made between:

Bay of Plenty District Health Board (BOP) (The "Employer" or "DHB")  
Capital and Coast District Health Board (CCDHB) (The "Employer" or "DHB")  
Midcentral District Health Board (MCDHB) (The "Employer" or "DHB")  
Waikato District Health Board (WDHB) (The "Employer" or "DHB")  
Northland District Health Board (NDHB) (The "Employer" or "DHB")  
Canterbury District Health Board (CDHB) (The "Employer" or "DHB")  
Nelson Marlborough District Health Board (NMDHB) (The "Employer" or "DHB")  
Southern District Health Board (Southern DHB) (The "Employer" or "DHB")  
Lakes District Health Board (Lakes DHB) (The "Employer" or "DHB")

AND

Association of Professionals and Executive Employees (APEX) (The "Union")

A DHB who is not a party to this agreement may become a party provided:

- 1.1 The work of the DHB's employees come within the coverage clause of this agreement; and
- 1.2 The DHB employees are not bound by another collective agreement; and
- 1.3 The original parties to this collective agreement are notified in accordance with the provisions of Section 56A of the Employment Relations Act 2000.

Where the agreement under this clause replaces an existing collective agreement between the parties, the parties will record any specific terms and conditions of that agreement that they agree will continue for some or all of employees who become bound by this agreement.

Subsequent parties added under this clause shall be recorded in Appendix One of this agreement.

## 2.0 Coverage and Application

2.1 This collective agreement is made pursuant to the Employment Relations Act 2000 and shall apply to all employees who are members of APEX and who are employed by the DHB in the following positions:

1. Registered Anaesthetic Technicians, including those holding management or clinical leadership roles and who may have various job titles (e.g. Charge Technicians, Team Leaders, Co-ordinators, Educators, Expanded Practitioners)
2. Trainee Anaesthetic Technicians

2.2 The parties agree that any employee whose work is covered by the coverage clause of this agreement (clause 2.1 above), who is engaged by the employer after the date this agreement comes into effect shall be offered information about becoming a member of the union. Further to this, the provisions of Section 62 of the Employment Relations Act 2000 shall apply.

2.3 Existing employees who are covered by the coverage clause (clause 2.1) who become members during the term of the collective agreement shall, from the date of becoming a union member, be bound by all benefits and obligations relating to employees under this

collective agreement subject to the restrictions set out in the Employment Relations Act 2000.

- 2.4 Savings: Except as specifically varied by this Agreement, and except as further varied by way of the variations clause, nothing in this Agreement shall operate so as to reduce the wages and conditions of employment applying to any employee at the date of this Agreement coming into force.

### 3.0 Term

This collective agreement shall come into force on 11 December 2020 and expires on 31 January 2022

### 4.0 Variation

Any variation to this collective agreement shall be mutually agreed between the parties and such variation shall be in writing and signed by the parties.

### 5.0 Definitions

**“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 employees cannot be used to replace genuine permanent or temporary situations except to meet business requirements when no other alternative is available.

**“Designated Positions”** means Positions that have formally been established as designated positions by the employer. Designated Positions are positions commonly involving both advanced clinical/technical practise/leadership and/or management responsibilities. Holders of designated positions usually have job titles, for example Team Leader, Section Head or Professional Advisor and appointment normally occurs after advertising of the position.

**“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 on-call, overtime 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.

**“Employee”** means any person employed by an employer and whose position is covered by this collective agreement.

**“Expanded Practice”** means an Anaesthetic Technician who has a Medical Sciences Council-endorsed expanded practice specification on their APC and is required by the employer to perform such expanded practice activities as part of their regular duties. Such individuals shall be paid a minimum of step 9 on the salary scale per clause 8.

**“Emergency Circumstances”** 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 collective agreement.

**“Night Duty”** means any duty in which part of the duty is worked between midnight and 5:00am on any day of the week.

**“Ordinary time hourly rate of pay”** for forty hours per week workers shall be paid 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.

**“Ordinary or Normal Hours”** means 80 hours per fortnight.

**“Part-time employee”** means an employee, other than a casual employee, who is employed on a permanent basis but works less than the ordinary or normal hours prescribed in this collective agreement. Any wages and benefits e.g. leave, will be pro rata according to the hours worked unless specifically stated otherwise.

**“Penal Rate”** is the rate of pay for time worked (other than overtime) within ordinary hours of work during times specified in Clause 8.3.2

**“Permanent Employee”** Means an employee who is employed for an indefinite term; that is, an employee who is not employed on a casual basis and/or Fixed Term.

**“Relevant Daily Pay”** has the meaning as provided by the Holidays Act 2003.

**“Anaesthetic Technician”** means a health professional who holds registration with the Medical Sciences Council of New Zealand as an Anaesthetic Technician under the Health Practitioners Competency Assurance Act (2003) and subsequent amendments and has obtained an APC from the Medical Science Council.

**“Charge Anaesthetic Technician”** means an Anaesthetic Technician who is appointed to oversee and manage the Anaesthetic Technicians and the Anaesthetic Technician team.

**“Service”** means the current continuous service with the employer 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 1 November 2007 service will transfer between DHBs and shall not be broken by an absence of less than three months. However, where the employee remains actively engaged on related work to their profession or study whilst absent, the period of three months shall extend to twelve months. This period of absence does not count as service for the purposes of attaining a service related entitlement.

**“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. A qualifying shift has a corresponding meaning.

**“T1”** means the ordinary hourly rate of pay.

**“T1.5”** means one and one half the ordinary rate of pay.

**“T2”** means double the ordinary rate of pay.



**“Temporary/Fixed Term Employee”** as defined by Section 66 of the Employment Relations Act 2000 means an employee who is employed for a specified limited term for a specified project, situation or event. Temporary agreements must not be used to deny staff security of employment.

**“Trainee Anaesthetic Technician”** means an employee who is undertaking the appropriate prescribed course of study to achieve the relevant qualification to enable them to be registered as an Anaesthetic Technician with the Medical Sciences Council of New Zealand.

**“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.

## 6.0 Hours of Work

The parties note that the Health & Safety at Work Act 2015 requires the employer to take all practical steps to prevent harm occurring to employees from the way work is organised.

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.

The following hours of work shall apply to all employees except otherwise agreed in writing (including as set out in Schedule A):

- 6.1
- a) The ordinary full-time hours of an employee shall be 80 per fortnight.
  - b) Rosters may be made up of shifts between 8 hours and 10 hours to achieve full time hours of 80 hours per fortnight.
  - c) An individual shall not be required to work mixed shift lengths in any one week unless by prior mutual agreement.
  - d) All duties must commence between 0600 and 2315 hours.
  - e) Duty hours must be continuous except for unpaid meal breaks.
  - f) Every employee shall have at least four (4) 24 hour periods off duty each fortnight and, except in the case of emergencies or by agreement, routine rostering of single days off should be avoided. Notwithstanding the foregoing, these off duty periods may fall separately no more than once every four weeks at the request of the employee or to facilitate rostering.
  - g) 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. This clause shall not require a separate process to reach agreement on arrangements currently operating at the date of ratification of this MECA.
  - h) Staff may also be permitted to change shifts with one another by mutual agreement and with the prior approval of the manager.

- 6.2 Night rosters shall provide for adequate rest following any period of consecutive night duties.
- 6.3 Rosters will be published not less than 28 days prior to the commencement of the roster, provided that less notice may be given in exceptional circumstances. Rosters posted will show duties for a minimum 28-day period. Changes in rosters, once posted, shall be by mutual agreement. Overtime or other penalty provisions shall not apply in these instances
- 6.4 Where the employer clearly identifies that alterations in staff hours are required the hours of work may be varied by agreement with the employee(s) affected. Such agreement shall not be unreasonably withheld. The DHB will notify APEX of any proposal and APEX members may involve the union in such discussions. Such agreement shall be put in writing and signed.
- 6.5 Minimum break between spells of duty:

A break of at least nine (9) continuous hours must be provided between any 2 periods of duty of a full shift or more, except that if ten (10) hour duties have been rostered, then a break of twelve (12) consecutive hours must be provided.

Periods of a full shift or more include:

- Periods of normal rostered work; or
- Periods of overtime that is continuous with a period of normal rostered work; or
- Full shifts of overtime/call back duty.

If a break of at least nine (9) – or twelve (12)- continuous hours cannot be provided between periods of a full shift, the shift is to be regarded as continuous until a break of at least nine -or twelve- continuous hours is taken, and it shall be paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime which precedes it.

If a call back of less than a full shift is worked between two periods of duty of a full shift or more, a break of nine or twelve, 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 except, for those employees who are called back between 2300 and 0500 hours, the nine -or twelve- hour break must be provided afterwards.

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

- (i) 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.
- (ii) The penalty payment provisions of this clause will not apply in any case where the result would be to give an employee a lesser payment that would otherwise have been received.

NB: Arrangements in place at Southern DHB at ratification, will continue to apply.

## 6.6 Changing Time

Where an employee is required by the employer to wear a particular uniform on duty and is not permitted to wear that uniform other than within the precincts of the hospital, the employee shall be allowed a period of six minutes, both at the commencement and cessation of each duty, as changing time.

6.7 A working party will be convened within 3 months of ratification of this collective agreement to agree on guidelines for best rostering practices and safe staffing levels.

## 7.0 Meal Breaks and Rest Periods

7.1 Except when required for urgent or emergency work and except as provided in 7.2 below, no employee shall be required to work for more than five 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.

7.2 An employee unable to be relieved from work for a meal break shall be entitled to have a meal while on duty and this period shall be regarded as working time and paid at the appropriate rate (the rate payable at the time).

7.3 Except where provided for in 7.2 above an employee unable to take a meal after five hours shall be paid at time-half in addition to normal salary from the expiry of five hours until the time when a meal can be taken.

7.4 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, and the equivalent breaks for night duty where these occur during duty, shall be recognised as time worked. Free tea, coffee, milk and sugar shall be supplied by the employer.

7.5 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) shall be paid a meal allowance of \$7.95 (unless a different rate is specified in Schedule One) or, at the option of the employer, be provided with a meal.

## 8.0 Salaries

**Progression:** Movement through the steps in each grade, except for the merit steps, is by automatic annual increment.

### Registered Anaesthetic Technicians

Step	7 December 2020	
15	\$107,107	M
14	\$102,757	M
13	\$99,608	M
12	\$94,920	M
11	\$89,766	M
10	\$86,034	M
9	\$83,499	M
8	\$81,492	APS
7	\$78,530	A

6	\$76,278	A
5	\$73,205	A
4	\$68,537	A
3	\$63,871	A
2	\$59,202	A
1	\$54,535	A

A = Automatic Progression , APS = Additional Progression Step (see 8.1.c)), M = Merit Progression

#### Trainee Anaesthetic Technicians

Step	7 December 2020	29 March 2021	
4	\$51,090	\$51,090	A
3	\$47,760	\$47,760	A
2	\$44,436	\$44,436	A
1	\$41,108	\$41,800	A

A = Automatic Progression

#### **Translation:**

Employees at Capital & Coast, Lakes, Southern, Northland, Canterbury, Nelson-Marlborough, and Mid Central DHBs shall translate horizontally onto the scale above (i.e. step 1 translates to step 1, etc).

Employees at Waikato DHB shall translate onto the scale following local discussion with the DHB to ensure individual placed equivalent to colleagues with similar service and performance/merit.

Employees at Bay of Plenty DHB shall translate onto the scale as set out in Schedule Three.

#### **Progression:**

- a) Registered Anaesthetic Technicians, by automatic annual increment until step 7.
- b) Progression to step to step 8 shall be through the Additional Progression Step (APS) process set out in clause 8.1 (c)
- c) Progression beyond step 8 shall be by merit as outlined in clause 8.2.
- d) A Registered Anaesthetic Technician with Expanded Practice shall be paid a minimum step 9
- e) A Registered Anaesthetic Technician designated as a Charge Anaesthetic Technician shall be paid a minimum step 10
- f) Trainees, by automatic annual increment

### 8.1 Operation of Salary Scales

- (a) The salary scales above shall be applied to the respective groups of employees.

- (b) On appointment, the employer may place employees on any step of the relevant scale, taking into account the following factors:
  - (i) previous anaesthetic technician or other relevant work experience;
  - (ii) degree of difficulty in recruiting for specific skills and/or experience required for the position.
- (c) Movement through the salary scales shall be by automatic annual increment, except for the merit steps where progression is as identified below.

Where an Anaesthetic Technician has been on the top automatic step (step 7) for 12 months or more they may progress to step 8 (APS) on successful completion of mutually agreed objectives, which are prospectively set.

- i. These objectives should align with the individuals experience and service needs, consistent with the principles set out in 8.2 below.
  - 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.
  - iii. The assessment shall commence 12 months after the objectives have been set with any movement arising from this assessment being back dated to the 12 months from the date the employee wrote to his/her team leader/manager.
- (d) Employees on fulltime study leave or parental leave, with or without pay, shall continue to receive annual increments to which they would otherwise be entitled.

## 8.2 Merit Steps Progression

Merit progression for Anaesthetic Technicians shall be in accordance with the process(es) in place at individual DHBs at the date of ratification of this MECA. These shall continue to operate until they are replaced by an agreed framework for Anaesthetic Technicians.

The parties shall meet during the term of this Agreement to jointly work on developing a process and criteria for merit progression.

## 8.3 Overtime and Penal Time

### 8.3.1 Overtime

- (a) Normal hourly rate of pay – The normal hourly rate shall be one, two thousand and eighty-sixth part (1/2086), correct to three decimal places of a dollar, of the yearly rate of salary payable.
- (b) Overtime is time worked in excess of eight hours per day or the rostered duty (i.e. 10 hours) whichever is greater, or 80 hours per two week period, when such work has been authorised in advance.
- (c) Overtime worked on any day (other than a public holiday) from midnight Sunday/Monday to midnight on the following Friday shall be paid at one and one half times the normal hourly rate of pay (T1.5) for the first three hours and at double

the normal hourly rate of pay (T2) thereafter except that for ten hour shifts, T1.5 after 10 hours for the 11<sup>th</sup> hour, then T2 for all hours worked thereafter.

- (d) Overtime worked from 2200-0600 Sunday to Friday, or from midnight Friday to midnight Sunday/Monday, or on a public holiday shall be calculated at double the ordinary rate (T2).
- (e) No employee shall be required to work for more than 12 consecutive hours where their normal shift is of 8 or 10 hours' duration.

### 8.3.2 Penal Rates

- (a) Weekend rate - applies to ordinary time (other than overtime) worked after midnight Friday/Saturday until midnight Sunday/Monday shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay.
- (b) Public Holiday rate – applies to those ordinary hours which are worked on the public holiday. This shall be paid at time one (T1) in addition to the ordinary hourly rate of pay.
- (c) Night rate – applies to ordinary hours of duty that fall between 8 p.m. and until the completion of a rostered night duty from midnight Sunday/Monday to midnight Friday/Saturday and shall be paid at quarter time (T0.25) in addition to the ordinary hourly rate of pay.
- (d) Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours, the higher rate will apply.

## 9.0 Call Backs

9.1 **Rate:** Call-back is considered overtime and will be paid at the rates specified in clause 8.3.1

9.2 **Minimum Payment:** An employee shall be paid for a minimum of three hours, or for actual working and travelling time, whichever is the greater, when the employee:

- (i) is called back to work after completing the day's work or duty, and having left the place of employment; or
- (ii) is called back before the normal time of starting work and does not continue working until such normal starting time;

except that call-backs commencing and finishing within the minimum period covered by an earlier call-back shall not be paid for where a call-back commences before and continues beyond the end of a minimum period for a previous call-back.

Payment shall be made as if the employee had worked continuously from the beginning of the previous call-back, to the end of the later call-back.

- a. Where an employee who does not reside in employer accommodation is called back to work, the employer shall either provide transport or reimburse the employee for mileage as per clause 11.2.

## 10.0 Allowances

### 10.1 On Call

10.1.1 In the interests of healthy rostering practices, the parties agree that the allocation of on-call time should be spread as evening as practicable (taking into consideration an employee's FTE), amongst those required to participate in an on-call roster

10.1.2 Where an employee is instructed to be on call during normal off duty hours, and be available to report for duty within 20 minutes an on call allowance of \$8.00 per hour shall be paid and an appropriate locator or a cell phone provided. Except that on public holidays the on-call allowance shall be \$10.00 per hour. The on-call allowance is payable for all hours the employee is rostered on-call including time covering an actual call out.

10.1.3 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.

#### 10.1.4 Emergency Calls

The parties acknowledge and accept that given, the nature of the health sector and patient demand, there may be emergencies where planned capacity is insufficient and staff (including Anaesthetic Technicians) need to be called on to provide service outside their normal working time.

Where there is a pattern of regular – twice or more in a four week period – instances of off duty Anaesthetic Technicians being called back to theatre to support an emergency/unplanned event, then the service and Anaesthetic Technicians will review the extent of after-hours cover and take steps to address any identified gaps in this cover – these steps could include introducing a night shift, extended hours shifts, providing a second on call, or utilizing an alternate, suitably qualified workforce to support the Anaesthetic Technician(s) on call.

If after the first instance of the above review being triggered, the service,

1. has not developed a plan – in consultation with its Anaesthetic Technicians – to address the matter within two months, or
2. has not implemented the resulting plan to address the matter within three months

Then from the relevant date under 1 or 2 above, the following shall apply:

Where an Anaesthetic Technicians who is not on duty or on call has left their workplace for the day and returns to work at the request of their service to assist with an emergency or unplanned event then they shall be paid \$150 in addition to the standard call-back arrangements in clause 9.

### 10.2 Higher Duty Allowance

10.2.1 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.

10.2.2 Except where an employee performs the duties of the higher position for more than five consecutive days, the allowance payable shall be the difference between the current salary of the employee acting in the higher position, and the minimum salary the employee would receive if appointed to that position.

## **11.0 Reimbursing Payments**

### **11.1 Annual Practising Certificate**

Where an anaesthetic technician is required by law to hold an annual practising certificate or equivalent, the cost of the certificate shall be met by the employer provided that:

- (a) It must be a statutory requirement that a current certificate be held for the performance of duties.
- (b) The employee must be engaged in duties for which the holding of a certificate is a requirement.
- (c) Any payment will be offset to the extent that the employee has received a reimbursement from another employer.
- (d) The employer will reimburse professional fees to the NZATS to a maximum of \$100 (unless a different amount is specified in Schedule Two) .

### **11.2 Travelling Expenses and Incidentals**

- (a) When travelling on employer business, the employee will be reimbursed for costs on an actual and reasonable basis on presentation of receipts including staying privately.
- (b) Employees who are instructed to use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time. Any change to the rate shall be effective from the first pay period following the date promulgation by the IRD.
- (c) General: In circumstances not addressed by this clause, any expenses incurred on behalf of the employer shall be reimbursed in accordance with individual DHB policies.

## **12.0 Public Holidays**

12.1 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)

12.2 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 12.5 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.

12.3 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.

12.4 When an employee works on a public holiday which would otherwise be a working day for the employee, they will be paid the rate as set out in cl.8.3.2 (time one (T1) in addition to the ordinary 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.

12.5 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 12.4 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.

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 12.4 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.

12.6 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.

- 12.7 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.
- 12.8 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.
- 12.9 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.

### **13.0 Annual Leave**

- 13.1 Employees shall be 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, except that on completion of five years recognised current continuous service the employee shall be entitled to 5 weeks annual leave.
- 13.2 Except casual employees who are engaged on a fixed-term of less than 12 months or who work on an irregular or intermittent basis will receive 8% of gross taxable earnings, in lieu of annual leave, to be added to the salary as a separately identifiable component and paid in accordance with S.28 of the Holidays Act. However, if the individuals work no longer

satisfies any of the criteria in S.28, this payment will cease, and they will be entitled to annual leave in accordance with clause 13.1 from that point. This change must be advised to the employee in writing.

### 13.3 Conditions

Annual leave may be granted in one or more periods. In accordance with the Holidays Act 2003, the employee shall be given the opportunity to take two weeks leave at one time. Annual leave is able to be accrued to a maximum of two years entitlement and shall be taken to fit in with service/work requirements and the employee's need for rest and recreation.

When an employee ceases duty, wages shall be paid for accrued annual leave, including shift leave, and the last day of employment shall be the last day worked.

An employee may anticipate up to one year's annual leave entitlement at the discretion of the employer, and with the proviso that if the employee resigns from their employment prior to the leave being accrued, the employer may deduct the balance outstanding from the employee's final pay.

Employees shall be entitled to annual leave on a pro-rata basis, except that shift leave and on-call leave shall not be pro-rated.

### 13.3 Shift Employees

Employees who work rotating shift patterns or those who work qualifying shifts shall be entitled, on completion of 12 months employment on shift work, to up to an additional 5 days' annual leave, based on the number of qualifying shifts worked. The entitlement will be calculated on the annual leave anniversary date.

Qualifying shifts are defined as a shift which involves at least 2 hours work performed outside the hours of 8.00am – 5.00pm, excluding overtime.

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

For alternate arrangements around shift leave at MidCentral DHB see Schedule Eight

### 13.4 On call Leave

Employees who do not work shift work as defined in clause 13.3, 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 13.3 are not entitled to leave under this sub-

clause.

For alternate arrangements around on call leave at MidCentral and Bay of Plenty DHBs see Schedule Eight

## **14.0 Sick Leave**

- 14.1 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 paid in accordance with the Holidays Act 2003 for the first 5 days in each twelve month period and thereafter at ordinary (T1) rates of pay. Sick leave can be taken as part days.
- 14.2 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, with a maximum entitlement of 260 working days.
- 14.3 Part-time employees are entitled to sick leave on a pro rata basis. The minimum entitlement is 5 days per annum.
- 14.4 Casual employees are entitled to sick leave in accordance with the Holidays Act.
- 14.5 The production of a medical certificate may be required if an employee has been on sick leave for 3 consecutive days or more, or requested earlier at the employer's expense.

Wellness arrangements in place at Capital & Coast DHB at the date of ratification will continue to operate on their terms.

### **14.6 Discretionary Sick Leave**

- 14.6.1 In the event that the employee has no sick leave entitlement left, they may be granted an additional 10 days per annum. In considering the grant of leave under the clause the employer shall recognise that discretionary sick leave is to ensure the provision of reasonable support to staff having to 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:
- (a) The employee's length of service
  - (b) The employee's attendance record
  - (c) The consequence of not providing the leave
  - (d) Any unusual circumstances and/or extenuating circumstances
- 14.6.2 Leave granted under this provision may be debited as an advance on the next year's entitlement up to a maximum of 5 days.
- 14.6.3 At the employer's discretion, an employee may be granted further anticipated sick 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.

14.6.4 Where an employee is suffering from a minor illness which could have a detrimental effect on the patients or other staff in the employer's care, the employer may, at its discretion either:

- (a) place the employee on suitable alternate duties; or
- (b) direct the employee to take leave on full pay. Such leave shall not be a charge against the employee's sick leave entitlement

#### 14.7 Transportability of Sick Leave

14.7.1 The following applies only to employees employed in a position that requires registration under the HPCAA (Health Practitioners Competence Assurance Act 2003).

14.7.2 An employee who ceases employment at one DHB and commences employment at another DHB may transfer to their new employment a maximum of up to 20 days (at their normal/ordinary rate of pay, T1) of their unused sick leave entitlement from their previous DHB employment, provided that any break in service between finishing at their previous DHB and commencing employment at the new DHB is not more than one calendar month.

14.7.3 Any unused sick leave entitlement that is transferred shall be in addition to the sick leave entitlement the employee will receive on commencement of employment with the new DHB under clause 14.2 – 14.4 and shall not impact on their anniversary date for future sick leave entitlements.

#### 14.8 Sickness At Home

14.8.1 The employer may grant an employee leave on pay 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.

14.8.2 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.

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

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

14.9.1 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.

14.9.2 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.

14.9.3 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.

#### 14.10 Injured employees



- 14.10.1 Where an employee is incapacitated as a result of a work accident, and that employee is on earnings related compensation, then the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This leave shall be taken as a charge against Sick Leave. The employer may agree to reimburse employees for treatment and other expenses or for financial disadvantage incurred as a result of a work-related accident. This agreement will be on a case by case basis.
- 14.10.2 For non-work-related accidents, where the employee requests, the employer shall supplement the employee's compensation by 20% of base salary and this shall be debited against the employee's Sick Leave.
- 14.10.3 The employer will only supplement compensation of 20% of base salary if the employee and their representative agrees to a rehabilitation plan that provides for a return to work programme.

## **15.0 Bereavement Leave**

- 15.1 The employer shall 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 shall be at the discretion of the employer and should not be unreasonably withheld and will be exercised in accordance with the Holidays Act 2003.
- 15.2 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 15.1 above. This provision will not apply if the employee is on leave without pay.
- 15.3 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally appropriate manner, especially in the case of Tangihanga.
- 15.4 The employer agrees that on application, it may be appropriate, to grant leave without pay in order to accommodate various special bereavement needs not recognised in clause 15.1 above.

## **16.0 Parental Leave.**

- 16.1 Statement of principle - The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave and is to be read in conjunction with the Parental Leave and Employment Protection Act 1987 (referred to as the Act in this clause, provided that where this clause is more favourable to the employee, the provisions of this clause shall 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. Advice on parental leave payments is available from the Inland Revenue Department.

- 16.2 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 six years of age, where the employee becomes a primary carer for the child;
  - (c) 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 six years of age within a one-month period, for the purposes of these provisions the employee's entitlement shall be the same as if there were only one child.

16.3

- (a) Parental leave of up to twelve months is to be granted to employees with at least one year's service at the time of commencing leave.
- (b) Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave.  
Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer.
- (c) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer. 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 the employer and the employee.
- (d) 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.

- 16.4 In cases of adoption of children of under six years of age, parental leave shall be granted in terms of 16.2 and 16.3 above, providing that fourteen 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 shall be provided to the employer's satisfaction.

- 16.5 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 six or in circumstances outside the control of the employee.

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

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

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

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

- 16.9 Job protection -
- (a) Subject to 19.10 below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:
    - (i) at the equivalent salary, grading;
    - (ii) at the equivalent weekly hours of duty;
    - (iii) in the same location or other location within reasonable commuting distance; and
    - (iv) involving responsibilities broadly comparable to those experienced in the previous position.
  - (b) Where applicable, employees shall continue to be awarded increments when their incremental date falls during absence on parental leave.
  - (c) Parental leave shall be recognised towards service-based entitlements, i.e. annual leave and sick leave.

- 16.10
- (a) Where possible, the employer must hold the employee's position open or fill it temporarily until the employee's return from parental leave. However, in the event that the employee's position is a "key position", the employer may fill the position on a permanent basis if they meet the requirements set out in the Act.
  - (b) Where the employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 16.9 (a) above) is not available, the employer 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 16.10(b)(i) above for up to 12 months; or
    - (iii) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 16.10(b)(i) above for up to 12 months: provided that, if a different position is accepted and within the period of extended parental leave in terms of 16.10(b)(i), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or
    - (iv) where extended parental leave in terms of 16.10(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 26 of this contract.

16.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 16.9(a) above, parental leave shall cease.

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

16.13 Parental leave absence filled by temporary appointee If a position held open for an employee on parental leave is filled on a temporary basis, the employer must inform the temporary appointee that their employment will terminate on the return of the employee from parental leave.



- 16.14 Employees on parental leave may from time to time and by agreement work occasional duties during the period of parental leave and this shall not affect the rights and obligations of either the employee or the employer under this clause.
- 16.15 Paid Parental Leave – Where an employee takes parental leave under this clause, meets the eligibility criteria in 16.2 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full-time) for a period of 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 16.15.

These payments shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata if appropriate) applicable to the employee for the six 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 shall 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 16.3(c) applies and both partners are employed by the DHB, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

## **17.0 Reappointment After Absence Due To Childcare**

- 17.1 Employees who resign to care for a dependent preschool child or children may apply to their employer for preferential appointment to a position which is substantially the same in character and at the same or lower grading as the position previously held.
- 17.2 Total period of childcare absence allowed is four years plus any increases in lieu of maternity leave. Longer absence renders a person ineligible for preferential appointment.
- 17.3 Parental leave is a distinct and separate entitlement from childcare absence.
- 17.4 Persons seeking reappointment under childcare provisions must apply to the former employer at least three months before the date on which they wish to resume duties.
- 17.5 This application for reappointment must be accompanied by:
- (a) the birth certificate of the preschool child or children;
  - (b) a statutory declaration to the effect that the absence has been due to the care of a dependent preschool child or children, that the four year maximum has not been exceeded, and that paid employment has not been entered into for more than 15 hours per week. Where paid employment has exceeded 15 hours per week the reappointment is at the employer's discretion.

- 17.6 The employer shall make every effort to find a suitable vacancy for eligible applicants as soon as their eligibility for preferential re-entry is established. Appointment to a position may be made at any time after the original notification of intention to return to work, provided the appointee agrees.
- 17.7 Where:
- (a) the applicant meets the criteria for eligibility; and
  - (b) there exists at the time of notification or becomes available within the period up to two weeks before the intended date of resumption of duties a position which is substantially the same in character and at the same or lower grading as the position previously held; and
  - (c) the applicant has the necessary skills to competently fill the vacancy; then the applicant under these provisions shall be appointed in preference to any other applicant for the position.
- 17.8 Absence for childcare reasons will interrupt service but not break it.
- 17.9 The period of absence will not count as service for the purpose of sick leave, annual leave, retiring leave or gratuities, long service leave or any other leave entitlement.

## **18.0 Jury Service/Witness Leave**

- 18.1 Employees called on for jury service are required to serve. Where the need is urgent, the Employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.
- 18.2 An employee called on for jury service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain the juror's fees (and expenses paid).
- 18.3 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.
- 18.4 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 employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable
- 18.5 Where an employee is required to be a witness in a matter arising out of his/her employment, he/she shall be granted paid leave at the salary rate consistent with their normal rostered duties. The employee is to pay any fee received to the Employer but may retain expenses.

## **19.0 Leave to Attend Meetings**

- 19.1 The Employer shall grant paid leave (at ordinary rates) to employees required to attend formal meetings of the regulatory body (except where the matter arises out of employment with another employer) and APEX National Executive.

- 19.2 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.
- 19.3 Any remuneration received by the Employee for the period that paid leave was granted shall be paid to the Employer.

## **20.0 Long Service Leave**

An employee shall be entitled to long service leave of one week upon completion of a 5 (five) year period of current continuous service (as defined in Clause 5). However, any service period for which a period of long service leave has already been taken or paid out shall not count towards this entitlement.

Long Service Leave will be paid for each week of leave on the same basis as annual leave (**clause 13**) in accordance with the Holidays Act 2003. This will be based on the employees FTE status at the time of taking the leave. Wherever practicable long service leave is to be taken in periods of not less than a week.

The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.

In the event of death of an employee who was eligible for long service leave but not taken the leave, any monies due will be paid to the deceased estate.

Leave without pay in excess of three months taken on any one occasion will not be included in the 5 (five) year qualifying period with the exception of Parental Leave.

## **21.0 Leave without Pay**

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

## **22.0 Public Health Emergency (and Civil Defence) Response**

- 22.1 The following provisions apply where there is a Public Health Emergency (PHE) declared by the Director-General of Health under the relevant legislation. These provisions shall also apply as applicable to civil defence emergencies declared under the relevant legislation.
- 22.2 The parties acknowledge that the public health system will be a critical part of the national/regional responses to a PHE.
- 22.3 As part of this response, the parties recognise the urgency of any response and the need for flexibility in how services are delivered and accordingly temporary changes may be made to how work is organised without the need for a formal change management processes specified in the MECA. Where circumstances allow the DHBs will engage in good faith with the union prior to progressing any PHE response.
- 22.4 The principles around any such changes are:

- a. Services will work with their staff to develop the most clinically appropriate staffing arrangements to keep patients and staff safe during a PHE
- b. These arrangements could include ways of working that are outside of the standard provisions of the MECA hours of work clauses provided that:
  - i. The rostered ordinary weekly or fortnightly hours of work do not exceed the current maximums without the agreement of the affected employee(s)
  - ii. No permanent employee shall have their ordinary pay reduced while they are working such arrangements
  - iii. Additional hours of work shall be remunerated in accordance with the relevant provisions (or their equivalents) of the MECA, and MECA penalties for minimum breaks, etc will continue to operate
  - iv. The alternate arrangements shall only continue in force for the period necessary and required by the DHB's PHE response
  - v. The employer will ensure the employee is provided with necessary works tools and equipment to enable them to work appropriately for the nature of the PHE.
  - vi. The union shall be informed of any arrangements operating under this provision.

22.5 The parties recognise the potentially heightened focus on ensuring staff do not attend work when they themselves (or their dependents) may be unwell during a PHE. To support this, the DHBs will take a permissive approach to access discretionary sick leave provisions where an employee has exhausted their sick leave entitlement. In addition, the DHBs shall waive the recovery of the first 5 days of discretionary sick leave granted during the PHE. These arrangements do not replace the Minor Illness provisions in clause 14.6.4.

22.6 The parties commit to national oversight and engagement on the operation of this clause and other operational matters related to PHE responses, which may include provision of agreed national guidelines

### **23.0 Right of Entry**

The authorised union representative shall be entitled at all reasonable times to be upon the premises for purposes related to the employment of its members and/or the union's business, in accordance with Sections 20 and 21 of the Employment Relations Act 2000.

### **24.0 Delegate / Workplace Representative**

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

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

## **25.0 Employment Relations Education Leave**

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

## **26.0 Co-operation, Consultation and Management of Change**

### **26.1 Management of Change**

26.1.1 The parties to this collective agreement accept that change in the health service is necessary in order to ensure the efficient and effective delivery of health services. They recognise a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard.

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

- (a) improved decision making
- (b) greater cooperation between employer and employees; and a more harmonious, effective, efficient, safe and productive workplace.

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

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

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

26.1.6 Reasonable paid time off at T1 (ordinary) shall be allowed for employee delegates to attend meetings with management and consult with employees to discuss issues concerning management of change and staff surplus.

26.1.7 Prior approval of such meetings shall be obtained from the employer and such approval shall not be unreasonably withheld.

26.1.8 The parties agree that meetings will occur regularly between management and APEX delegates. These meetings will enable effective operational and strategic communication and resolution of issues. Each DHB shall establish and/or continue the relevant arrangements in existence at the commencement of this Agreement.

### **26.2 Consultation**

26.2.1 Consultation involves the statement of a proposal not yet finally decided upon, listening to what others have to say, considering their responses and then deciding what will be done. Consultation clearly requires more than mere prior notification.

- 26.2.2 The requirement for consultation should not be treated perfunctorily or as a mere formality. The person (s) to be consulted must be given sufficient opportunity to express their view or to point to difficulties or problems. If changes are proposed and such changes need to be preceded by consultation, the changes must not be made until after the necessary consultation has taken place.
- 26.2.3 Both parties should keep open minds during consultation and be ready to change. Sufficiently precise information must be given to enable the person (s) being consulted to state a view, together with a reasonable opportunity to do so – either orally or in writing.
- 26.2.4 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- 26.2.5 However, the final decision shall be the responsibility of the employer.
- 26.2.6 From time to time directives will be received from government and other external bodies, or through legislative change. On such occasions, the consultation will be related to the implementation process of these directives.
- 26.2.7 The process of consultation for the management of change shall be as follows:
- (a) The initiative being consulted about should be presented by the employer as a “proposal” or “proposed intention or plan” which has not yet been finalised.
  - (b) Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.
  - (c) Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
  - (d) Genuine consideration must be given by the employer to the matters raised in the response.
  - (e) The final decision shall be the responsibility of the employer.

The above process shall be completed prior to the implementation of clause 26.3.

### **26.3 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 26.3.4 below shall be invoked and decided on a case by case basis in accordance with this clause.

- 26.3.1** 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.

When condition (b) is not met, the employer may offer a lump payment equivalent to what the difference between the current wage and the new wage would be over a two year period.

Where the person acquiring the business does not offer the employee employment on the basis of (a), (b) and (c) above, the employee will have access to the Staff Surplus provisions.

26.3.2 Notification of a staffing surplus shall be advised to the affected employees and APEX at least one month prior to the date of giving notice of severance or enhanced early retirement to any affected employee. This date may be varied by agreement between the parties. During this period, the employer and employee, who can elect to involve their Union Representative, will meet to agree on the options appropriate to the circumstances. Where employees are to be relocated, at least three 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).

26.3.3 The following information shall be made available to the Union representatives in respect of affected employees they represent:

- (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 in the DHB.

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

26.3.4 Options - The following are the options to be applied in staff surplus situations:

- (a) Reconfirmed in position
- (b) Attrition
- (c) Redeployment
- (d) Leave without pay
- (e) Retraining
- (f) 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 subclause 26.3.11 will be applied as a package.

Enhanced Early Retirement is an additional option at Bay of Plenty, MidCentral, Waikato and Nelson-Marlborough DHBs (see Schedules Three to Six)

26.3.5 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.

26.3.6 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.

26.3.7 Redeployment - Employees may be redeployed to a new job at the same or lower salary in the same or new location. The employee's preference for redeployment shall be given due consideration.

(a) 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 salary can be preserved in the following ways:

- (i) 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
- (ii) 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).

(b) 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.

(c) The redeployment may involve employees undertaking some on-the-job training.

(d) Transfer provisions will be negotiated on an actual and reasonable basis.

26.3.8 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.

#### 26.3.9 Retraining

(a) 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.



- (b) If an employee is redeployed to a position which 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 technical institute, nursing bridging programmes, etc.

26.3.11 Severance - Payment will be made in accordance with the following:

(Employees who commenced employment with the current employing DHB prior to (see Schedule Seven for individual DHB dates), will retain pre-existing severance provisions (contained in Collective Agreements applying immediately prior to this collective agreement), which are more favourable than those in this clause.)

- (a) "Service" for the purposes of this subclause means total aggregated service with the employing DHB, its predecessors and one or more other DHB, but excludes any service with any DHB or their predecessor which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any DHBs or their predecessors.
- (b) 8.33 per cent of base 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
- (c) 12 per cent of base salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
- (d) 4 per cent of base 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
- (e) 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.
- (f) a retiring gratuity or service payment if applicable.
- (g) outstanding annual leave and long service leave may be separately cashed up.
- (h) Where there is an offer of redeployment to reduced hours, an employee may elect to take a pro-rata compensatory payment based on the above severance calculation.

26.3.12 **Job Search**

Employees will be assisted to find alternative employment by being able to have a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the team leader/manager being notified of the time and location of the interview before the employee is released.

26.3.13 **Counselling**

Counselling for the employee and their family will be made available as necessary.

## **27.0 Harassment Prevention**

Employees should refer in the first instance to the provisions and procedures specified in the employer's Harassment Policy. The employee's attention is also drawn to clause 33 Employment Relationship Problems.

## **28.0 Indemnity Cover**

28.1 DHBs 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 a DHB in respect of acts or omissions during employment.

28.2 Provided that any such reasonable costs or expenses are first discussed with the DHB before they are incurred. If the employee or DHB identifies a conflict of interest, DHBs will provide and pay for independent legal representation for both parties.

## **29.0 Continuing Professional Development**

The employer acknowledges a commitment to supporting the continued safe practice of its workforce and to supporting opportunities for the development of knowledge and skills which will benefit the patient, organisational effectiveness, and workforce.

29.1 The employer shall grant professional development leave of up to 20 hours per calendar year for full time employees that can be accumulated up to two years (maximum of 40 hours). This amount shall be pro-rated for part-time employees where they have concurrent employment as an Anaesthetic Technician, including with another DHB. (see Schedule

For alternate arrangements at Bay of Plenty DHBs see Schedule Three,

29.2 Grants, scholarships, reimbursement and leave practices in existence prior to this collective agreement, shall continue in place in DHBs where they apply.

29.3 Professional development leave will be granted at T1 rate and can apply on weekends or off duty days

29.4 Where the employer requires employees to attend classes of instruction or examinations as part of their education the time so occupied shall be deemed to form part of their hours of work.

29.5 Continuing Professional Development (CPD) Committee

Each DHB shall establish a CPD Committee to identify priorities and provide advice on professional development activity for the DHB's Anaesthetic Technician workforce.

This Committee will include both APEX and PSA representations.

## **30.0 Deduction of Union Fees**

The employer shall deduct employee APEX fees from the wages/salaries of employees when authorised in writing by members and shall remit such subscriptions to the APEX at agreed intervals. A list of members shall be supplied by APEX on request.

### **31.0 Uniforms and Protective Clothing**

- 31.1 Where the employer requires an employee to wear a uniform, it shall be provided free of charge, but shall remain the property of the employer.
- 31.2 In accordance with the Health and Safety at Work Act 2015, 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.

Suitable clean protective clothing, including foot/ eye/ hearing protection, shall be provided at the employer's expense where the duty involves a risk of excessive soiling or damage to uniforms or personal clothing or a risk of injury to the employee. Note that the foot protection above includes the employer's instruction that the employee wear specific shoes for infection control purposes. Where the employer and employee agree, the employee may purchase appropriate protective clothing/footwear and the employer will reimburse actual and reasonable costs.

- 31.3 Damage to personal clothing – An employee shall 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 shall be determined on its merits by the employer.

### **32.0 Health and Safety**

- 32.1 The employer and employees shall comply with the provisions of the Health and Safety at Work Act 2015 and subsequent amendments concerning safety, health and welfare matters. 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 shall be taken, including the provision of protective clothing/equipment (as per Clause 31 of this MECA). The parties agree to comply with the Employee Participation Agreement.

The parties to this agreement recognise that effective health and safety committees are the appropriate means of providing consultative mechanisms on health and safety issues in the workplace in accordance with Health and Safety at Work Act 2015 and subsequent amendments.

- 32.2 It shall be the responsibility of the employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.
- 32.3 It shall be the responsibility of every employee covered by this agreement to work safely and to report any hazards, accidents or injuries as soon as practicable to their supervisor.
- 32.4 It is a condition of employment that safety equipment and clothing required by the employer is to be worn or used by the employee and that safe working practices must be observed at all times.

32.5 The employer recognises that to fulfil their function health and safety delegates require adequate training, paid time and facilities.

### **33.0 Payment of Wages**

33.1 Employees will be paid fortnightly in arrears by direct credit. The employer shall use its best endeavours to direct credit payment of wages one clear banking day prior to a public holiday.

Where errors have occurred:

Underpayment – as soon as practicable after being brought to the employer’s attention corrective payment will be made.

Overpayment – The provisions of the Wages Protection Act 1983 or any amendment or act passed in substitution shall apply.

33.2 Any monies agreed, as being owed by the employee to the employer upon termination, including leave taken in advance, will be deducted from the employee’s final pay.

33.3 The employees shall comply with applicable timekeeping systems.

### **34.0 Termination of Employment**

#### **34.1 Notice Period**

Either party may terminate the employment agreement with four weeks written notice, unless otherwise negotiated with the employer. 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.

This shall not prevent the employer from summarily dismissing any employee without notice for serious misconduct or other good cause in accordance with the employing DHB’s disciplinary procedures and/or rules of conduct.

#### **34.2 Abandonment of Employment**

An employee absent from work for three consecutive working days without notification to the employer or without appropriate authorisation from the employer will be considered by the employer as having terminated their employment without notice, unless the employee is able to show they were unable to fulfil their obligations under this section through no fault of their own. The employer will make all reasonable efforts to contact the employee during the three days period of un-notified absence.

### **35.0 Resolution of Employment Relations Problems**

An “employment relationship problem” includes:

- (a) A personal grievance
- (b) A dispute
- (c) Any other problem relating to or arising out of the employment relationship but does not include any problem with negotiating new terms and conditions of employment.

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 is entitled to seek representation at any stage during the process. Help with an employment relations problem is available from within the work place (employee manager) or outside the workplace (Ministry of Business, Innovation and Employment - [mbie.govt.nz](http://mbie.govt.nz)), or a union, an advocate or a lawyer.
- (b) If the matter is unresolved either party is entitled to seek mediation from the Ministry of Business, Innovation and Employment or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)

A "personal grievance" means a claim that an employee:

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

If the employment relationship problem is a personal grievance, the employee must raise the grievance with the employer within a period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the latter.

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.

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.



**Appendix One: New Employer Parties**

Signatory

Date Added

## Schedule One: Meal Allowances

The value of the Meal Allowance (clause 7.5) shall continue to be paid at the following rates for the listed DHBs:

Northland DHB	\$9.00
Lakes DHB	\$11.90
MidCentral DHB	\$9.00

### Payment in Lieu of Providing Tea, Coffee etc

The following clauses shall continue to apply at these DHBs:

#### Northland

During the meal break or rest periods prescribed in clause 3.1.9 (d) free tea, coffee, milk and sugar shall be supplied by the employer. Where it is impractical to supply tea, coffee, milk and sugar free of charge, an allowance of \$1.66 per week in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay.

#### Lakes

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.

#### Canterbury

During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer. Where it is impractical to supply tea, coffee, milk and sugar free of charge, an allowance of \$1.66 per week in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay



## Schedule Two: Professional Association Fees

All DHBs are covered by the following Professional Association Fee clause.

“The employer will reimburse professional fees to the NZATS to a maximum of \$100.”

However, the reimbursement rate for the Professional Association Fee shown above does not apply to the following DHBs with the rates shown below being paid until such time as the MECA equals or exceeds these amounts

Lakes DHB	\$170
MidCentral DHB	\$170
Canterbury DHB	\$170
Southern DHB	\$170

**Schedule Three: Bay of Plenty DHB Specific clauses.**

The following clause specifically relate to Bay of Plenty DHB only.

**Salary Translation:**

Anaesthetic Technicians at Bay of Plenty DHB shall translate onto the new scale as follows.

8.0 Technicians				Step 7-Dec-20		
Step	13-Aug-18			Step	7-Dec-20	
10	\$86,649	M	->	15	\$107,107	M
9	\$84,237	M	->	14	\$102,757	M
				13	\$99,608	M
8	\$79,904	M	->	12	\$94,920	M
7	\$76,179	M	->	11	\$89,766	M
6	\$72,454	M	->	10	\$86,034	M
5	\$68,762	A	->	9	\$83,499	M
4	\$64,112	A	->	8	\$81,492	APS
3	\$59,337	A	->	7	\$78,530	A
2	\$55,135	A	->	6	\$76,278	A
1	\$50,934	A	->	5	\$73,205	A
				4	\$68,537	A
				3	\$63,871	A
				2	\$59,202	A
				1	\$54,535	A

  

8.0 Trainees				Step 7-Dec-20		
Step	13-Aug-18			Step	7-Dec-20	
4	\$46,477	A	->	4	\$51,090	A
3	\$43,294	A	->	3	\$47,760	A
2	\$40,112	A	->	2	\$44,436	A
1	\$36,928	A	->	1	\$41,108	A

Translation for any individual not on the current SECA scale shall be determined locally.

Refer clause 26.3.4

**Enhanced Early Retirement**

- (a) Employees are eligible if they have a minimum of ten years' total aggregated service with the employing DHB, its predecessors and one or more other DHB, but excludes any service with any DHB or their predecessor which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any DHBs or their predecessors.

Employees who commenced employment with the current employing DHB prior to 1 April 2005, will retain pre-existing enhanced early retirement provisions (contained in Collective Agreements applying immediately prior to this collective agreement), which are more favourable than those in this clause.

- (b) Membership of a superannuation scheme is not required for eligibility.

- (c) The employee shall receive the following:
- (i) 8.33 per cent of base salary (T1 rate only) for the preceding 12 months in lieu of notice. This payment is regardless of length of service; and
  - (ii) 12 per cent of base salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months service; and
  - (iii) 4 per cent of base 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
  - (iv) where the period of total aggregated service is less than 20 years, 0.333 per cent of base salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service; and
  - (v) a retiring gratuity if applicable.
  - (vi) Outstanding annual leave and long service leave may be separately cashed up.

### **Continuing Professional Development**

Refer clause 29.1

The employer shall grant professional development leave of up to 24 hours per calendar year for full time employees

### **Constructive Engagement**

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 constructive engagement 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 improve their relationship, decision making and inter party cooperation;
- To co-ordinate the trialing, and where appropriate, introduction of innovative initiatives which will improve healthcare delivery;

The principles that have been agreed include promoting the provision of a safe, healthy and supportive work environment with a particular requirement to take account of the work and recommendations of the "Safe Staffing and Healthy Workplaces Committee of Inquiry". 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.

### **Principles**

The BOPDHB and APEX acknowledge that they must work cooperatively to achieve their

overarching goal of maintaining and advancing an Anaesthetic Technician workforce which provides high quality healthcare on a sustainable basis to the New Zealand population. The parties agree that they will:

- To the extent they are capable; provide appropriate health care to the communities they serve, in an efficient and effective manner.
- To the extent they are capable; ensure the availability and retention of an appropriate trained and educated workforce both now, and in the future.
- Promote the provision of a safe, healthy and supportive work environment.
- Recognise the environmental and fiscal pressure which impinge upon the parties and work practices and accept the need to constantly review and improve on productivity, cost effectiveness and the sustainable delivery of high-quality health services.
- Be good employers and employees.
- To the extent they are capable, ensure Anaesthetic Technician workforce planning and rostering meets patient and healthcare service requirements, whilst providing sufficient training opportunities and a reasonable work/life balance.
- Recognise the interdependence of various elements of the health workforce, their collegiality and the need for a team approach to the delivery of health care.
- Accept accountability for actions
- Accept that the need to deploy resources appropriately may lead to a review of traditional job functions and the reallocation or substitution of tasks
- Work towards enhanced job satisfaction for Anaesthetic Technicians

## **Schedule Four: MidCentral DHB Specific clauses.**

The following clause specifically relate to MidCentral DHB only.

Refer clause 26.3.4

### **ENHANCED EARLY RETIREMENT**

For employees engaged prior to 1 February 1994 "Service" for the purposes of this sub clause means total aggregated service with the employer, with the employer's predecessors or within the Health Service.

However, excludes any service 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.

For employees engaged on or after 1 February 1994 "Service" for the purpose of this clause means current continuous service with the employer.

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

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

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

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.

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

### **CPD Admin Fund**

A CPD committee will be established to decide on CPD applications and will comprise the Charge Anaesthetic Technician, the Educator, a representative of the Anaesthetic Technicians and the Clinical Director Anaesthetics or equivalent. The committee will ensure that required continuing professional development is achieved and maintained by employees. The CPD committee shall maintain a standard reporting record that includes:

- \* Details of applications supported, and
- \* Any declined applications and the reason for this.

## Schedule Five: Nelson Marlborough DHB Specific clauses.

The following clause specifically relate to Nelson Marlborough DHB only.

Refer clause 26.3.4

### Enhanced Early Retirement

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.

Membership of a superannuation scheme is not required for eligibility.

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.



## Schedule Six: Waikato DHB Specific Clauses

### Enhanced Early Retirement

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.

Membership of a superannuation scheme is not required for eligibility.

An employee shall receive the following:

- (a) One month's notice of retirement or 8.33 per cent 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 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
- (c) 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
- (d) 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 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.

## Protective Clothing and Equipment

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.

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

## Retiring Gratuities

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

The Employer may pay a retiring gratuity to staff retiring from the DHB who have had no less than 10 years' continuous service

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.

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.

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.

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.

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. 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

## **Schedule Seven: Northland DHB Specific Clauses**

### **Continuing Professional Development**

Refer clause 29.1

Employees can accumulate their leave up to a maximum of 60 hours over a three-year period.

### **Employee Release**

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. There will be no right of review. All service related provisions/ benefits will be put on hold until resumption of normal duties.
2. The notification of the employee's intent to return to normal duties will be the same as Clause 16.7 (Parental Leave).
3. Job protection provisions will be the same as in Clause 16.9.
4. The provisions of this clause are separate from and in addition to normal unpaid leave provisions and it is acknowledged that employees may apply for unpaid leave at any time during their employment.

### **Accidents – Transport of Injured Employees**

1. Transport of injured employees – Where the accident is work-related and the injury sustained by the employee necessitates immediate removal to a hospital, or to a medical practitioner for medical attention and then to their residence or a hospital, or to their residence (medical attention away from the residence not being required), the DHB is to provide or arrange for the necessary transport, pay all reasonable expenses for meals and lodging incurred by or on behalf of the employee during the period she/he is transported, and claim reimbursement from ACC.
2. Where an employee is incapacitated as a result of a work accident, and that employee is on earnings related compensation, then the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This payment shall be taken as a charge against Sick Leave up to the extent of the employee's paid sick leave entitlement. The employer may agree to reimburse employees for treatment and other expenses or for financial disadvantage incurred as a result of a work related accident. This agreement will be on a case by case basis.
3. For non-work-related accidents, where the employee requests, the employer shall supplement the employee's compensation by 20% of base salary and this shall be debited against the employee's sick leave up to the extent of the employee's paid sick leave entitlement.

### **Retiring Gratuities**

1. Employees who have no less than 10 years' service with the employer may be paid a Retirement Gratuity within the scale given in table below.
2. The provisions of this clause will also apply where early retirement is taken by an employee as an alternative to redundancy.

SCALE OF MAXIMUM GRATUITIES	
Period of Total Service	Maximum Gratuity
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
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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.

## Schedule Eight: DHB Severance Clauses

### Northland DHB

"Service" for the purposes of this sub clause means total aggregated service with the employing DHB, its predecessors or any other DHB, but excludes any service with any DHB or their predecessor which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any other DHBs or their predecessors. Employees who commenced employment with the employer prior to 1 October 2008 will retain pre-existing severance provisions, which are more favourable than those in this clause.

### Bay of Plenty DHB

"Service" for the purposes of this subclause means total aggregated service with the employing DHB, its predecessors and one or more other DHB, but excludes any service with any DHB or their predecessor which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any DHBs or their predecessors.

Employees who commenced employment with the current employing DHB prior to 1 April 2005, will retain pre-existing severance provisions (contained in Collective Agreements applying immediately prior to this collective agreement), which are more favourable than those in this clause.

### Waikato DHB

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.

### Lakes DHB

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.

### **MidCentral DHB**

For employees engaged prior to 1 February 1994 "Service" for the purposes of this sub clause 23.10.2 means total aggregated service with the employer, with the employer's predecessors or within the Health Service.

However, excludes any service 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.

### **Nelson Marlborough DHB**

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.

### **Canterbury DHB**

"Service" for the purposes of this sub-clause means total aggregated service with the employing DHB, its predecessors or any other DHB, but excludes any service with any DHB or their predecessor which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar

payment from any other DHBs or their predecessors. Employees who commenced employment with the current employing DHB prior to 1 October 2008 will retain pre-existing severance provisions, which are more favourable than those in this clause.

### **Southern DHB**

“Service” for the purposes of this sub-clause means total aggregated service with the employing DHB, its predecessors or any other DHB, but excludes any service with any DHB or their predecessor which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any other DHBs or their predecessors. Employees who commenced employment with the current employing DHB prior to 1 October 2008 will retain pre-existing severance provisions, which are more favourable than those in this clause.



## Schedule Nine: Shift and On Call Leave Provisions

The following provisions shall apply in place of clause 13.3 and/or 13.4 in the body of the MECA.

### Bay of Plenty DHB

#### On Call Leave

Employees who are regularly on call will accrue additional leave at the rate of 1 days leave for every 230 qualifying hours on call, up to a maximum of 5 days leave (1150 qualifying hours on call) per annum. The maximum combined entitlement under this provision and 13.3 (Shift Leave) above is 5 days per annum.

**NB:** Shift leave applies at Bay of Plenty DHB in accordance with clause 13.3 in the body of the MECA.

### MidCentral DHB

11.7.1 Employees who are shift workers may be granted up to one week (five working days) additional leave, paid on the same basis as annual leave, on completion of 12 months employment on shift work (or pro rata according to the proportion of the year on shift work) in accordance with the provisions outlined below:

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

- (A) The shift work performed each day:
- (i) Extends over at least 13 continuous hours, and
  - (ii) Is performed by two or more employees working rostered shifts, and
  - (iii) The shift involves at least two hours of work performed outside the hours of 0800 hours to 1700 hours.

On completion of 12 months on shift work, the following leave is granted to any employee working the required number of qualifying shifts per annum:

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

Provided however that staff who do not qualify for a full extra week's leave in accordance with the above criteria may alternatively qualify under the following criteria:

Shift workers who work alternating shifts may qualify for additional

leave according to the number of shift changes occurring during the year provided that employees who alternate on shifts which fall wholly between the hours of 0600 and 1800 will not qualify for extra leave.

Where the roster requires the shift worker to change as frequently as every week or less frequently (e.g., every two weeks), the following pro rata scale will apply:

<b>Shift Changes each year</b>	<b>Number of days additional leave per annum</b>
40 changes and over	5
32-39 changes and over	4
24-31 changes and over	3
16-23 changes and over	2
8-15 changes and over	1

Shift leave will be allocated to the employee on their anniversary after completion of 12 months on shift work only.

***On Call Leave:***

Employees who are required to participate on on-call rosters, shall be granted 2 hours leave for each weekend day or part thereof subject to the following:

The on-call period is 8 or more hours.

The on-call period is during normal off duty hours.

The on-call leave shall be up to a maximum of 3 days additional leave per annum and leave entitlement shall be applied on anniversary date. On call leave shall be paid at annual leave averages and is accumulative.

Employees who work qualifying shifts under 11.7.1 are also entitled to leave under this sub clause provided that the total leave entitlement under all provisions does not exceed 5 days per year.

## What “else” does APEX do?

- We negotiate **collective agreements** for members in both the **public and private sectors**. And of course, we enforce those agreements ensuring our members do get their rightful entitlements.
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- We produce **Journals and newsletters** to keep you up to date with what is happening within your world, the wider Allied Scientific and Technical Health Practitioners space and whole of health and industrial environments.
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