



**APEX
EVOLUTION SOUTHERN CROSS LTD**

**ANAESTHETIC TECHNICIAN
COLLECTIVE AGREEMENT**

01 JULY 2023 - 30 JUNE 2024

If you have any issues with this employment agreement including:

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

Contact your delegate or APEX

Phone	(09) 526 0280
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Website	www.apex.org.nz



Anaesthetic Technician Collective Employment Agreement

between

Evolution Southern Cross Ltd

And

Association of Professional and Executive
Employees (APEX)



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1. Definitions

Anaesthetic Technician means an appropriately qualified Anaesthetic Technician in accordance with HPCA 2003

Anaesthetic Technician Team Leader means appropriately qualified to the position in accordance with the HPCA 2003 and who is appointed as Team Leader.

Annual Practising Certificate means a certificate issued by any other registration authority under the HPCA Act 2003.

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.

Duty means the period of work required of an Employee within each period of 24 hours.

HPCA Act 2003 means the Health Practitioners Competence Assurance Act 2003, or any successor legislation that is applicable within the life of this contract.

Hospital means the private hospital managed by Evolution Southern Cross Limited.

New Employee means any employee engaged by the Employer within the first 30 days of their employment.

Night Shift means a duty commencing after 10.00 p.m. and concluding before 8.00 a.m. on the following day.

Part Time Employee means any employee who is employed for less than 40 hours per week.

Relevant Hourly Rate means the hourly rate payable to an Employee pursuant to Clause 14.

Service is defined as current continuous service (full or part time) with Evolution Southern Cross Limited and/or its predecessors.

Trainee Anaesthetic Technician means a person employed to train as an Anaesthetic Technician.

2. Intent

- 2.1. This Collective Employment Agreement is made pursuant to the Employment Relations Act 2000 and contains the minimum conditions of employment agreed to by the parties.
- 2.2. The parties agree that this agreement shall be administered in accordance with the true intent of its terms and provisions and will give each other their fullest co-operation.

3. Parties

This agreement is entered into between:

Evolution Southern Cross Limited (hereinafter referred to as the Employer) and
Association of Professional and Executive Employees (herein after referred to as APEX)

4. Recital

- 4.1. The Employer carries on the business of running hospitals and providing health services, mainly in the Tauranga and Western Bay of Plenty area.
- 4.2. The Employer and the Employees agree that it is in their mutual interest to pursue the mission of the Employer to review and enhance the quality of service (including complaints procedure) and the systems at the hospitals as well as running an efficient, competitive and profitable business.
- 4.3. The Employer with the Employee agree that to enhance the Hospital business and to achieve a fair and reasonable employment relationship, there should be a documented agreement outlining the Employee's terms and conditions of employment.

5. Coverage

This agreement shall apply to employees working for Evolution Southern Cross Limited and are members of APEX in the following positions:

Anaesthetic Technician
Anaesthetic Technician – Team Leader
Trainee Anaesthetic Technician

Nothing in this agreement shall apply to any other employee occupational group working for Evolution Southern Cross Limited

6. Term of Agreement

This agreement will come into force on 1 July 2023 and will continue in force until 30 June 2024.

7. Copies of this Agreement to be Available

Copies of this Agreement shall be available in places readily accessible to all parties covered by the Agreement.

8. Variations of Agreement

Any variation to this agreement will be mutually agreed between the parties and shall be in writing and signed by both parties. The proposal shall outline the variation sought, the reasons for the variation, the employees potentially affected and the likely effect on the employees concerned.

After the Parties consult on the proposal the variation will be taken to the affected membership for ratification.

The proposed variation will be ratified if the majority of affected employees eligible to vote; vote in favour of the variation.

On ratification, the parties to the variation will sign the ratified variation to seal agreement. The variation will be included in the Collective Agreement at the next negotiations unless otherwise agreed, i.e. a trial.

9. New Employees

- 9.1. The parties agree that any new employee, whose work is covered by the coverage clause of the Agreement, shall be offered in writing, the opportunity to become a member of APEX.
- 9.2. If the position requires credit, immigration, security and/or criminal history checks or driver licence check, any offer of employment will be subject to the completion and satisfactory outcome of these checks. An unsatisfactory result may result in termination of employment.

10. Terms of Employment

10.1. All wages/salaries shall be paid by direct credit to the employee's nominated bank account fortnightly, not later than 3 working days after the end of the pay period; except where a public holiday falls on a Monday, when the direct credit will occur not later than 4 working days after the end of the pay period.

10.2. All staff shall be advised upon request, details of how their pay is computed. This will include gross pay, allowances, overtime, penal time and number of hours worked. The Employee shall be supplied in writing with details of the manner in which wages have been calculated.

10.3. Overpayment

Where the Employer makes an unintentional overpayment of salary/wages, the Employer will meet its requirements under the Wages Protection Act 1983.

10.4. Where required, uniforms shall be supplied by the employer.

10.5. Termination on Notice

Either the employee or the employer may terminate the employee's employment on four weeks' notice. The employee may negotiate a shorter period with the employer, where in the view of the employer, mitigating circumstances exist.

10.6. Abandonment

Where an Employee absents himself/herself from work without the consent of the Employer or without notification and in the absence of extenuating circumstances, after a period of three days, she/he shall be deemed to have abandoned his/her employment and it will be terminated. The Employee will be eligible for monies owed to them, to the date of abandonment.

10.7. On request the Employer will provide the Employee with a Certificate of Service, stating dates of service and capacity of employment within 30 days of the employee's employment terminating.

11. Continuity of Service

For the purpose of this Agreement continuous service with the same Employer will not be deemed to be broken by reason of the sale or transfer, including merger, of the Employer's business to a new Employer who continues to employ such Employees.

This clause shall not apply to Employees who have received redundancy compensation from the previous Employer and who are subsequently or immediately employed by the new business operator.

12. Hours of Work

- 12.1. The Employer provides a 24 hour a day, 7 days a week health care service. This may at times necessitate employees being required to change duties, rosters or transfer from one unit/hospital to another, to ensure effective staff coverage. The rostering of employees' hours of work will have regard to the service requirements of the hospitals.
- 12.2. A roster will be posted two weeks in advance. Rosters may be varied through prior consultation and agreement with the Employees. Agreement will not be unreasonably withheld.
- 12.3. Theatre hours are determined in part by the demand for theatre sessions. Theatre Employees shall be notified of the hours of work by the Theatre Manager or other authorised representative of the Employer.
- 12.4. Unless agreed by the employee, no rostered duty shall be less than three hours.
- 12.5. An Employee's two days off shall be consecutive except that the days off may be separate no more frequently than one week in four, except by mutual agreement or in the case of an emergency.
- 12.6. An Employee's contracted FTE or contracted hours of work, will be recorded in the Employee's letter of offer and will only be changed through mutual agreement. Any agreed changes will be recorded in writing.
- 12.7. 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 seven minutes, both at the commencement and cessation of each duty, as changing time.

13. Meals and Rest Periods

- 13.1. An Employee shall be allowed a rest period of ten minutes within each four hours of duty without deduction from pay.
- 13.2. After three and a half hours and before five and a half hours an Employee shall be allowed a one half hour unpaid meal break, the timing to be in agreement with their supervisor. These meal breaks will be managed so as to ensure continuity of cover in each department. The Employer shall provide a light meal.
- 13.3. Where a manager deems that the workload is such that a meal break cannot be taken, a 30 minute unrelieved meal break at ordinary rate will be paid. A light meal will be provided for the employee to eat as and when it can be taken.

13.4. Extended Shifts

A meal will be provided to staff that are required to work over 10 hours per day. An additional rest period of 10 minutes shall be allowed for staff that are required to work over 10 hours up to 12 hours.

For employees working over 12 hours, and additional 30-minute unpaid meal break shall be allowed. A light meal will be provided.

14. Salary and Benefits

The minimum rates payable are set out in the schedule below

Step	Hourly 1.7.23
Team Leader 2	\$54.37
Team Leader 1	\$52.02
Year 7+	\$49.10
Year 6	\$47.70
Year 5	\$46.31
Year 4	\$41.59
Year 3	\$39.45
Year 2	\$37.13
Year 1	\$34.30

Placement on the above scale shall be based on years of experience as an anaesthetic technician or substantially similar role. Movement from steps 1-7 shall be by automatic annual increment on the date the employee completes their current year of experience.

Note transitional arrangements for those held back on the scale. These will be provided to the affected members by individual letter with copies held on their personnel file.

Team Leader Step 1
Team Leader Step 2

Entry Level
Based on number of Theatres, number of FTE managing, complexity of elective surgery

15. Allowances

15.1. Call In Allowance

15.1.1. Staff given less than 4 hours' notice or called after 8 p.m. to work the next morning will be paid a \$80 call in allowance .

15.1.2. When the Employer requires staff to be on call, an allowance of **\$8.00** per hour shall be paid.

15.1.3. If required to be on call on a public holiday, an on call allowance of **\$10.00** per hour will be paid for each hour on call.

15.2. Return to Theatre

On any occasion where staff are not on duty or have left the hospital and are contacted and asked to return to work for a patient in theatre, an allowance of **\$150** will be paid. Hours worked, will be at the appropriate penal rate and not less 3 hours minimum.

15.3. Annual Practising Certificate

15.3.1. The Employer will pay the cost of your Annual Practising Certificate if you work for the Employer **more than 16 hours** per week.

15.3.2. The employer will pay half the cost of your Annual Practising certificate if you work for the Employer **16 hours or less** per week.

15.4. Penal shift rates

This clause applies to an anaesthetic technician (trainee or team leader) where their shift is worked as specified in the table below; the rate will be applied and shown as an allowance on pay records.

Rates	Shifts and Days Attracting Rates
Base + T0.25	<ul style="list-style-type: none">Night duty Sunday to Thursday inclusiveAfter 8pm on an afternoon duty Monday to Friday inclusive
Base + T0.50	<ul style="list-style-type: none">Morning duties Saturday and SundayAfternoon duties Saturday and Sunday
Base + T 0.75	<ul style="list-style-type: none">Night duty Friday into SaturdayNight duty Saturday into Sunday

15.5. Higher Duties Allowance

When an employee performs a role that is remunerated at a higher rate, than the employee's own position, an allowance shall be payable which 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. For clarification this higher duties allowance shall be paid to an employee who at the request of the employer, is substantially performing the duties and carrying the responsibility of a position graded higher than their own. Substantially is clarified at 70% of the positions requirements or at a rate mutually agreeable

15.6. Shoe Allowance

Anaesthetic technicians working in theatre will have appropriate footwear supplied or be reimbursed for suitable footwear to the value of \$150 (incl. GST) annually upon receipt of proof of purchase.

15.7. Professional Association Fees

On receipt of an expense claim form with evidence of NZATS fees paid, the Employer will reimburse the employee for annual fees to the maximum of \$120.00 p.a.

15.8. Split Duty Allowance

Split duties will only be worked in the case of emergency or when mutually agreed. Employees working a split duty shall be paid a one off allowance of \$30.

15.9. Flexibility Allowance

Employees will be paid a flexibility allowance of an additional \$1.50 per hour.

15.10. Additional PDRP Level

PDRP Competent - \$2000 p/a

PDRP Proficient - \$3500 p/a

16. Overtime and Penal Time

- 16.1. For 8 hour shifts/duties, overtime of T1.5 will be paid for hours worked between 8 and 9 hours, and T2 for any hours after 9 hours. Such overtime shall not be payable when an Employee agrees to work extended shifts on fewer days (e.g. 10 hour duty, 4 duty week) to achieve a shorter working week.

For ten hour shifts/duties, overtime of T1.5 will be paid for hours worked between 10 and 11 hours, and T2 for any hours after 11 hours

16.2.

16.3. All time that is not overtime but is worked from midnight Friday to midnight Sunday shall be paid at the penalty rate.

16.4. No time worked shall qualify for both overtime and penal time.

16.5. No overtime shall arise out of an arrangement mutually agreed between Employee and Employer. All interchange of duties shall be notified to and subject to approval by the Employer.

16.6. An Employee shall, wherever practicable, be allowed a minimum break of nine consecutive hours off duty between the work of successive duties. Where an Employee received less than the minimum break, except in the situation where the Employee has requested a shorter break e.g. a short turn around shift, the Employee shall be paid at the appropriate ordinary rate for all hours worked after the break until the Employee is released from duty for a period of at least nine consecutive hours plus a call-in allowance of **\$80**.

17. Annual Leave

17.1. Employees shall be entitled to a minimum of 4 weeks annual leave as provided for in the Holidays Act 2008. After July 1st 2008, staff with more than 5 years' service at Evolution Southern Cross Ltd, shall earn 5 weeks per annum, from their next anniversary date.

17.2. At the discretion and direction of the Employer, Employees may be required to take a maximum of 2 weeks (pro rata) annual holidays during the closure of the hospital, either at Christmas/New Year or at any other time for the purposes of rebuilding or refurbishing the hospital, or due to the impracticability of reopening the hospital part way through a week.

17.3. On days where no work is available for an Employee, but as the result of the guaranteed minimum provision (FTE) an Employee is entitled to work, the Employer may require that the Employee take annual leave for some days. The maximum of annual leave which the Employee shall be required to take under this section or 17.2 shall be 2 weeks (pro rata).

17.4. Notwithstanding the provisions of 17.2 and 17.3 every employee shall be entitled to request a continuous period of annual leave of two weeks, as provided by the Holidays Act. Generally such period would be at the Christmas closure.

17.5. Anticipated leave before an Employee's leave year entitlement shall not be unreasonably withheld.

17.6. Where staff have accumulated a significant annual leave balance, the employer may instruct the employee to take sufficient annual leave to reduce that balance to less than 6 weeks.

17.7. Casual Employees shall be entitled to annual leave which will be paid to the employee in each pay period that the employee works, at a rate of 8% gross earnings. This payment will show as a holiday pay component in the employees' pay.

17.8. Leave for staff working qualifying shifts

In any 12-month period an anaesthetic technician shall be entitled to up to five additional 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.

Number of qualifying shifts per annum	Number of days additional leave per annum
121 or more	5 days

96 – 120	4 days
71 – 95	3 days
46 – 70	2 days
21 – 45	1 day

18. Long Service Leave

- 18.1. After ten years continuous service from appointment, at any hospital owned by Evolution Southern Cross Ltd, an employee will be entitled to one week's long service leave. There after every five years, one week's long service leave. Such leave is to be taken within 12 months of becoming eligible. The employee will be notified when the entitlement becomes due.
- 18.2. All such special holidays provided for in sub-clause 18.1 of this clause shall be on ordinary weekly pay as defined by the Holidays Act 2003, and may be taken in one or more periods and at such time or times as may be agreed by the Employer and the Employee.
- 18.3. If an Employee having become entitled to a special holiday leaves his/her employment before such holiday has been taken, the Employee shall be paid in lieu thereof.
- The provisions of this clause shall not apply where an Employee has become or becomes entitled to an alternative long service scheme which is not less favourable to the Employee than the foregoing.
- 18.4. If an employee does not take their long service leave within 12 months of becoming entitled to the leave, the employer will notify the employee and will exchange the leave entitlement for payment.

19. Public Holidays

- 19.1. Evolution Southern Cross Ltd. provides care on a 24 hour, seven days a week basis. Therefore some staff will be required to work on public holidays.
- 19.2. The following shall be observed as holidays without deduction from pay: Christmas Day, Boxing Day, New Year's Day and the day following, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the birthday of the Reigning Sovereign, Labour Day, the Anniversary Day of the Province or the day observed in the locality in lieu thereof.
- Should a holiday fall on a Saturday or Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.
- 19.3. Should any of the holidays specified in sub-clause 19.2 of this clause occur during the currency of the Employee's annual holiday, then such annual holiday shall be extended by one day for every such holiday and the Employee shall be paid for every such day.
- 19.4. Where an employee is required by the employer to work a public holiday s/he shall be entitled to an alternate holiday. In addition, if that holiday falls on a day other than Saturday or Sunday, s/he shall be paid at time and a half.
- 19.5. Where an Employee who is rostered to work on a public holiday does not present for work, the Employee shall not be entitled to any payment.
- 19.6. An Employee employed part-time shall not be paid for any holiday, which falls on a day of the week on which the Employee is not normally employed.
- 19.7. Where a part-time Employee works the day on which the public holiday falls on an irregular basis and has worked three out of five or four out of seven of the previous weeks on the day on which the public holiday falls, the Employee will be paid a public holiday.

- 19.8. Where a public holiday is observed on other than a Saturday or Sunday and the public holiday falls on the rostered day off of a full-time Employee, the Employee shall be either paid an ordinary day's pay or allowed an alternate paid holiday. Such additional holiday shall be:
- i) Paid at the Employee's relevant hourly rate only, and;
 - ii) Taken within twelve months of the public holiday concerned on a day to be mutually agreed.

20. Sick Leave

- 20.1. After six months of continuous employment the employee shall be entitled to sick leave according to the provisions of the Holidays Act 2003. That is 10 days for each 12 months of service. The sick leave may be accumulated up to 40 days for part-time employees and 60 days for full-time employees. Legislative sick leave will be paid at the staff member's normal rate for that shift.
- 20.2. In addition, the employer will provide another 5 days per year for each full time employee and pro-rata entitlement for part time employees after 6 months' service. Employer provided sick leave may be taken for the same reasons as legislative sick leave. Employer provided sick leave may be accumulated up to 20 days for full time employees (pro-rated for part time employees). Employer provided sick leave will be paid at base rate.
- 20.3. Where the employee has taken sick leave and has been absent from work for at least three consecutive rostered days, the employer may require the employee to provide a medical certificate, and further certificates (at not more frequent intervals than fortnightly) in the case of extended illness, at the employees cost. The employer may require the employee to provide a medical certificate within the three consecutive rostered days, at the employers cost
- 20.4. The Employee shall advise the Employer as soon as practicable of inability to work because of sickness. Only in exceptional circumstances shall notice be given after the time for commencement of duty.
- 20.5. Sick pay shall have no cash value other than for sick leave.
- 20.6. Casual employees who average over 10 hours per week over the previous 6 months are entitled to sick leave in accordance with section 20.1 and 20.2. The way in which this is applied practically is that sick leave can be claimed when a casual employee has been booked to work a shift, but then has to withdraw from that shift due to sickness.

21. Bereavement Leave

- 21.1. Paid leave of up to two weeks shall be allowed to an Employee on the death of the Employee's spouse (including de facto spouse) or child including miscarriage or stillbirth
- 21.2. Paid leave of up to one week shall be allowed to an Employee on the death of the Employee's sibling or parent or parent in law or grandparent or grandchild.
- 21.3. Paid leave of up to three days shall be allowed to an Employee where the Employee is responsible for making funeral arrangements.
- 21.4. The Employer agrees that on written application (which includes email and can be retrospective.) it may grant bereavement leave to accommodate special needs, for example, close personal relationship not recognised in the preceding sub clauses.
- 21.5. Casual employees are entitled to bereavement leave in accordance with section 21. The way in which this is applied practically is that bereavement leave can be claimed when a casual employee has been booked to work a shift, but then has to withdraw from that shift due to bereavement.

22. Parental Leave

Parental leave shall be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 and Amendments. ("The Parental Leave Act")

- 22.1 Where an employee takes parental leave under this clause, meets the eligibility criteria (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.

23. Family Violence Leave

Evolution Southern Cross is committed to providing support to employees so that they may lead violence free lives. Refer to the Grace Hospital Domestic Violence Policy found on the intranet.

24. Jury Service

- 24.1. Where an Employee is obliged to undertake jury service, the difference between the fees (excluding reimbursing payments, if any) paid by the Court and the Employee's ordinary rate of pay shall be made up by the Employer, provided:
- i) The employee must give notice of the date of the jury service as soon as possible.
 - ii) That the employee produces the court expenses voucher to the employer.
 - iii) That the employee returns to work immediately on any days not actually serving on a jury and would have been rostered.
- 24.2. These payments shall be made for up to a maximum of ten days in respect to each separate period of jury service.
- 24.3. For service on cases that exceed two weeks the employee can apply for an extension of paid jury leave.
- 24.4. The employer will not unreasonably decline jury leave but require prior consultation to determine feasibility, due to operational demands.

25. Study Leave

- 25.1. The Employer recognizes the need for professional Employees to maintain professional and academic standards relevant to their employment and will facilitate an annual education programme.
- 25.2. Staff working on preparing a portfolio are entitled on application to one paid day within three months of submission of their portfolio.
- 25.3. As a minimum commitment to the maintenance of professional and quality standards at the hospital, each Employee shall attend at least 4 such "in-service" educational/training sessions per annum.
- 25.4. Paid Study Leave is available to professional Employees who have completed 6 months continuous employment with the employer on the following basis:
- i) Employees who work more than 0.6 FTE (as determined by actual hours worked during the previous year, divided by 2080) shall be given 24 hours study leave.
 - ii) Four hours will be at the discretion of the Employer to cover compulsory courses.
 - iii) 20hours will be at the discretion of the Employee, provided the course is approved by the Employer and relates to the nature of the Evolution Southern Cross business.

- iv) Employees who work less than 0.6 FTE shall be given 4 hours compulsory study leave, plus 16 hours on a pro rata basis.
 - v) Study leave will be paid at ordinary rates and shall not accumulate from one year to the next.
- 25.5. Application for paid leave will be made on the appropriate study leave forms.
- 25.6. Following application by the Employee, the Employer shall at its absolute discretion determine whether an Employee should attend an educational course and shall approve attendance or otherwise with or without pay and/or expenses.
- 25.7. The Employer will consider applications for course fees and expenses based on relevance and estimated contribution to the Employer's business.
- 25.8. Where the Employer instructs staff to attend a course or other education, that time will not be deducted from the employee's education entitlement, other than as outlined in 24.3 (ii).

26. Health Insurance

- 26.1. Employees for themselves and their immediate family may purchase a Southern Cross Insurance Policy at the Southern Cross Healthcare discount rate.
- 26.2. In addition, a partial reimbursement of \$650 per year can be claimed by the employee upon production of an expense claim form, and this extends to all medical insurance providers.
- 26.3. In addition the employer will provide a 20% discount of up to \$2000 of the hospital costs, in any calendar year for any procedure that the Employee has in any healthcare facility operated by the Employer. Such cost to cover accommodation, theatre charges & sundries, but excludes surgeon fee, anaesthetist fee and any other incidentals.

27. Partnership Working Forum

27.1. Introduction

- 27.1.1. The parties to this collective agreement recognise they have a mutual interest in ensuring that health services are provided professionally, efficiently and effectively, and that each has a contribution to make in this regard.
- 27.1.2. Regular consultation between the employer, its employees and APEX is essential on substantive 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
 - (c) a more harmonious, effective, efficient, safe and productive workplace.
- 27.1.3. Therefore the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.
- 27.1.4. The Employer accepts that APEX delegates are the recognised channel of communication between APEX and the employer in the workplace.
- 27.1.5. Prior to the commencement of any significant change to staffing, structure or work practices, the employer will identify and give reasonable notice to employees who may be affected and to APEX to allow them to participate in the consultative process so as to allow substantive input.
- 27.1.6. Where an employer receives an indication of potential significant changes, they undertake to advise staff and APEX as soon as practicable of the possibility of these changes.

27.2. Consultation

- 27.2.1. 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 prior notification.
- 27.2.2. 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.
- 27.2.3. 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. 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.
- 27.2.4. Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- 27.2.5. The consultation process will give employees affected, or likely to be affected, by any significant change to staffing, structures or work practice, and the APEX Organiser /delegate, the opportunity to put forward their views on any proposals or options developed for change prior to any final decision being made.
- 27.2.6. The process 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.

28. APEX Delegates

The Employer accepts that APEX delegates are the recognized channel of communication between APEX and the Employer in the workplace.

- a) Accordingly paid time off (at ordinary time rates) shall be allowed for delegates to attend meetings with management, consult with APEX members, other workplace delegates and APEX officials, to consult on and discuss issues such as management of change and staff surplus, and provide employee representation.
- b) Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably held. The amount of paid time off and facilities provided shall be sufficient to enable delegates to give adequate consideration to the issues in the workplace.
- c) Where recognised workplace activities are required outside working hours, delegates will apply to management to be paid at ordinary rates. This payment will be at management discretion.

29. APEX Meetings

APEX members shall be entitled to two meetings (each of a maximum of two hours duration) paid time off to attend APEX meetings in each calendar year provided that each of the following conditions are fulfilled:

- i) at least 14 days' notice of the meetings shall be given
- ii) Work shall resume as soon as practicable after the finish of the meeting
- iii) APEX will consult with the employer to ensure that the employer's business is able to be maintained during any APEX meeting
- iv) Only members who attend a meeting and were rostered on duty shall be entitled to pay in respect of that meeting
- v) APEX shall provide the employer with a list of members who attended and the finish time of the meeting

The provisions of this clause shall be inclusive of (but not in addition to) any legislative entitlement to paid union meetings.

30. Access to the Workplace

The authorised APEX representative shall be entitled to enter the workplaces at reasonable times, in a reasonable way and in compliance with health and safety requirements, for purposes related to the employment of its members and/or the Union's business.

When the APEX representative enters the workplace they will advise the manager they are entering the workplace and if the manager is not present the APEX representative will leave written notice of the visit.

The employer recognises that it may not unreasonably deny an APEX representative access to a workplace.

31. Employment Relations Leave

Such leave will be in accordance with the Employment Relations Act 2000 and as notified by APEX to the Employer annually.

32. Disciplinary Codes

The Employer's discipline and dismissal procedures are set out in the Employer's Disciplinary Policy and Procedure. All disciplinary and dismissal matters will be dealt with fairly, promptly, consistently and in conformity with the prescribed procedures.

33. Harassment

The parties to this agreement acknowledge that harassment in any form is unacceptable in the workplace. Evolution Southern Cross policies on harassment shall apply.

34. Health and Safety

- 34.1. It is a requirement of the Health and Safety at Work Act 2016 that while at work, an employee must take reasonable care of his or her own health and safety; and take reasonable care that his or her acts or omissions do not adversely affect the health and safety of other persons; and comply as far as the Employee is reasonably able, with any reasonable instruction that is given by the employer to allow the employer to comply with the Act and its regulations.
- 34.2. An employee who becomes aware of damage or faults to equipment or the existence of other hazards that may endanger the health or safety of others shall immediately report such damage, fault or hazard to the employer.

- 34.3. Employees shall comply with Evolution Southern Cross Ltd.'s Health and Safety policies, processes and with legislation. The employer will ensure that all employees are provided with training, personal protective equipment where required and will provide and maintain a safe working environment
- 34.4. Health Screening: The employer recognises their responsibility to provide appropriate health screening for at risk staff and to develop and implement policies and protocols for the management of occupational health issues relevant to all staff including communicable diseases.
- 34.5. APEX will encourage representation of members on the Health and Safety Forum

35. Access To and From the Hospital

Any Employee leaving the premises during a shift other than hospital business must notify their manager or duty manager upon departure and return. In keeping with health and safety requirements, staff entering hospital premises outside normal duties, must notify the duty leader.

36. Policies and Procedures

Employees are provided with access to all relevant policies and procedures and are obliged to comply with the Code of Conduct and all applicable policies.

The Company may amend or replace parts of, or any entire policy, to deal with issues that arise from time to time. Updated policies and procedures will be circulated with Employees.

Employees have an obligation to ensure that they maintain awareness of the current policies and any amendments.

37. Confidentiality

All Employees are required to keep information about the business of the Employer, and its clients and other Employees confidential, unless the Employee has obtained the express consent of the Employer.

38. Employment Protection Provision

In the event that the Employer enters into an arrangement whereby a new employer will undertake work currently undertaken by the Employees, the Employer will negotiate with the new employer about whether the affected employees will be offered employment and on what terms and conditions.

39. Redundancy

Definition: “Redundant Employee” means an Employee (including Employees on parental leave or leave without pay for less than three (3) months) whose employment is terminated as being surplus to existing requirements by reason of the closing down or re-organisation of the whole or part of the Employer’s operations or by amalgamation of the Employer’s operation with the operation of another Employer.

An Employee shall not be deemed to be redundant or claim to be technically redundant if:

- i) Immediately prior to termination he/she is employed on a casual, fixed-term or temporary basis.
- ii) He/she is offered suitable alternative employment or the same terms and conditions, on the same site or complex or on another site or complex in the Tauranga region and he/she refuses such an offer.
- iii) The closure is attributable to war, earthquake, civil disobedience, strike, stoppage or other industrial action.
- iv) He/she accepts employment with another employer at the Hospital on conditions no less favourable than his/her existing conditions and in the same capacity or in a capacity, which the Employee is willing to accept.

The Employer shall make all reasonable endeavours to enable mutually agreed redeployment of redundant Employees.

If a redundant Employee cannot be redeployed, and that Employee has been employed for at least one year, that Employee will be entitled to 4 weeks’ notice (or payment in lieu) and a redundancy payment of four weeks’ pay plus two weeks’ pay for each further completed year of continuous employment with the Employer. The maximum redundancy payment payable to an Employee under this clause shall equate to twelve weeks pay. “Weekly Pay” for the purposes of this clause shall be calculated by taking the total weekly taxable pay during the 12 months immediately preceding the date of termination and dividing the sum by 52.

40. Other Employment and Conflicts of Interest

- 40.1. To ensure the Employer and employees meet their respective health and safety responsibilities, as described in the employer’s code of conduct, the employee must notify the employer, and discuss the individual circumstances, if they are employed by an alternative employer.
- 40.2. Further the employee must bring to the attention of the employer, any matter that may be a potential conflict of interest that may arise as the result of that employment. Failure to do so will be investigated and may result in disciplinary action.
- 40.3. The code of conduct describes the receiving of gifts; employees must report any gift to their manager immediately to determine appropriateness. Most gifts received are added to a hospital wide pool for distribution amongst all employees. Failure to comply with this clause will be investigated and may result in disciplinary action.

41. Professional Indemnity Insurance

- 41.1. The Employer will provide all clinical staff involved in the provision of direct patient care with professional indemnity insurance to cover the investigation, defence and settlement of any matter covered in the policy, and costs incurred in connection with any legal proceedings, inquiry, dispute or disciplinary action arising from any circumstance during employment with the Employer. The limit of indemnity is \$250,000 for any one claim and \$500,000 per person in aggregate in the insurance year.

- 41.2. The Employer will also maintain general liability insurance in respect of accidental personal injury or property damage caused by all employees arising from activities performed in the scope of their duties under the agreement.
- 41.3. Both insurances are subject to the terms, conditions, limits and exclusions of the policies.

42. Completeness

The parties to this agreement hereby acknowledge this agreement, the terms and conditions of this agreement express the entire understanding and agreement between them.

Signatories

.....
Janet Keys General Manager Evolution Southern Cross Ltd T/A Grace Hospital	Date

Witnessed By:

.....	
..... NAME DATE

.....
Dr. Deborah Powell National Secretary Association of Professional and Executive Employees	Date

Witnessed By:

.....	
..... NAME DATE

Appendix 1

Taken from Employment Relations Act 2000 – Second Schedule

Resolution Of Employment Relationship Problems:

You will find set out in this Schedule information relating to the services available to you for the resolution of employment relationship problems and the time limit you have to raise a personal grievance.

What is an employment relationship problem?

Employment relationship problems include:

- a) unjustifiable dismissal;
- b) unjustifiable action resulting in a disadvantage;
- c) discrimination;
- d) sexual or racial harassment;
- e) duress;
- f) withholding or failing to pay wages, salary or any other benefit;
- g) failing to comply with the terms of your employment agreement.

Internal Services

If you believe that you have an employment relationship problem you should first discuss the problem with your manager.

It is important that you discuss the problem with your manager at the earliest opportunity. However, if you do not wish to discuss the problem with your manager or after discussions the problem has not been resolved, you should seek assistance from one or more of the external services set out below.

External Services

The Ministry of Business, Innovation & Employment (MBIE) - Help employers and employees make the Employment Relations Act 2000, and thus your employment relationship work. The services they provide are:

- **Information** – The MBIE's labour information website provides information to help resolve disputes. It can also clarify your employment rights and obligations.
- **Mediation** – Either party has the right to ask the MBIE to mediate an employment relationship problem. This is where a neutral mediator sits down with the parties and tries to help them resolve the issue. MBIE has a free mediation service. To access mediation, call free on 0800 20 90 20.
- **Inspectorate** - The Labour Inspectorate can assist you if the statutory minimum terms and conditions of employment, such as holidays and minimum wages have not been complied with.

Employment Relations Authority (ERA) - Occasionally disputes cannot be resolved with mediation. That is where the Employment Relations Authority can help by formally investigating the issues and make a decision.

Employment Court - If either party are not satisfied with a decision by the Employment Relations Authority, then they are entitled to take a case to the Employment Court.

Raising a Personal Grievance

If the employment relationship problem is an alleged personal grievance you must make the Employer aware of the personal grievance within 90 days of the date on which the action giving rise to the grievance occurred or came to your attention, whichever is the later.

What “else” does APEX do?

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

For further information check out our website www.apex.org.nz and www.facebook.com/apexunion.



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