



**ASSOCIATION OF PROFESSIONAL AND
EXECUTIVE EMPLOYEES (APEX)**

&

MERCY HOSPITAL DUNEDIN

ANAESTHETIC TECHNICIANS

COLLECTIVE EMPLOYMENT AGREEMENT

1 April 2019 to 31 March 2020

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1.0 Parties

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

Mercy Hospital Dunedin Limited operating as Mercy Hospital (The "Employer")

AND

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

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 Mercy Hospital in the following positions:

Anaesthetic Technicians

This agreement excludes staff working in the AT Coordinator role.

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:** Nothing in this collective agreement shall operate as to reduce the ordinary (T1) salary rate applying to any employee at the date of this collective agreement coming into force unless specifically agreed between the parties during the negotiations

3.0 Term

This collective agreement shall come into force on 1 April 2019 and continue in force until 31 March 2020.

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.

"Shift" means a single, continuous period of work required to be given by an employee, excluding on-call and call-back. A shift shall be defined by a starting and finishing time. 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.

"Employer" means Mercy Hospital.

"Full time employee" an employee who normally works a minimum of 40 hours per week.

"Ordinary time hourly rate of pay" shall be 1/2086, correct to three decimal places of a dollar, of the yearly rate of salary payable.

"Relevant Daily Pay" has the meaning as provided by the Holidays Act 2003.

"Part-time employee" means an employee, other than a casual employee, who is employed on a permanent basis but works less than the full-time 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.

"Anaesthetic Technician" means a health professional who holds registration with the Medical Sciences Council of New Zealand as an Anaesthetic Technician

"Service" means the current/continuous service with the employer plus any individual employee's service previously recognised at the commencement date of this Agreement, except where otherwise defined.

"Temporary/Fixed Term Employee" 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.

"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.

The following hours of work shall apply to all employees except otherwise agreed in writing.

- 6.1 The ordinary full-time hours of an employee shall be 80 hrs per fortnight, between 0700 and 2000, Monday to Friday. Rosters may be made up of shifts between 8 hours & 10 hours to achieve full time hours of 80 per fortnight. Employees shall not be required to work 10 hour shifts without their agreement. An individual shall not be required to work mixed shift lengths in any one week unless by mutual agreement.

Duty hours must be continuous except for unpaid meal breaks. Every employee shall have at least two (2) 24 hour periods off duty each week and except in the case of emergencies or by agreement, these shall be consecutive.

- 6.2 No employee shall work more than seven consecutive 8-hour shifts. No employee working 10 hours per rostered shift shall work more than five consecutive duties. Where five consecutive 10 hour shifts are worked the employee must then have a minimum of 3 consecutive 24 hour periods off duty.

6.3 Rosters will be published not less than 14 days prior to the commencement of the roster, provided that less notice may be given in exceptional circumstances. 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 to an employee's hours of work is required, the hours of work may be varied by agreement between the employees affected, and the employer. For an on-going change to hours of work, such agreement shall be put in writing and signed. Employees have the right to seek the advice of APEX or to have APEX act on their behalf before signing such agreement.

6.5 Minimum break between shifts:

A break of at least nine continuous hours must be provided wherever possible between any two periods of a full shift or more which include:

- Periods of normal rostered work; or
- Periods of overtime that is continuous with a period of normal rostered work; or
- Call back duty.

The minimum break between duties shall be no less than nine consecutive hours, except a break of 10 hours shall be provided after shifts of 10 hours. If the actual break is less than nine hours then payment as per clause 8.31b will apply up until a nine hour break would have been achieved. If the Employee takes time off the roster to achieve the break they will be paid the ordinary rate for the time they were rostered to work. If the Employee requests the short change then no extra payment will be made.

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

7.0 Meal Breaks and Rest Periods

7.1 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.

7.3 Rest breaks of 10 minutes each for morning tea, afternoon tea where these occur during duty, shall be recognised as time worked. Tea, coffee, milk and sugar shall be supplied by the employer at no cost to the employee.

7.4 Where an employee is unable to be relieved from the work place for their meal period or is required to work more than 2 hours past their rostered finish time a meal will be provided.

8.0 Salaries Scales

Step	Step Criteria	1 April 2019 Annual Salary	Hrly Rate
1	Trainee		\$26.00
2	0 – 3 years	\$73 413	\$35.19
3	3 – 5 years	\$74 888	\$35.90
4	5 years plus	\$76 325	\$36.58

Years means years' experience post-qualification.

8.1 Overtime and Weekend Rates

8.1.1 Overtime

- (a) Overtime is time worked in excess of eight hours per day or the rostered shift whichever is greater, or in excess of 80 hours per two week period, when such work has been authorised in advance.
- (b) Overtime worked on any day, other than a public holiday, shall be paid at one and one half times the ordinary time hourly rate of pay (T1.5). Overtime worked on a public holiday shall be paid at double the ordinary time hourly rate of pay (T2)
- (c) By agreement between the employee and employer overtime worked may be taken as time in lieu and paid at the rate at which it is earned. Such time in lieu will be taken at a time mutually agreed between the employee and employer and consistent with work demands. Time in lieu earned as overtime may be accrued for up to 12 months. Unused time in lieu will be paid out if not used after 12 months.

8.1.2 Weekend and Evening Rates

- (a) Weekend rates – Ordinary time worked after midnight Friday/Saturday until midnight Sunday/Monday shall be paid at 50% of the employees ordinary hourly rate in addition to the hourly rate of pay.
- (b) Evening rates – Ordinary time between 18.00 and 20.00, prior to overtime and clauses 8.1.1 (a) and (b) coming into effect, shall be paid at 25% of the employee's ordinary hourly rate in addition to the hourly rate of pay.
- (c) Overtime and weekend rates shall not be paid in respect of the same hours.

9.0 Call Backs

- 9.1 Call-back is considered overtime and will be paid at T2 Rate for all call back.
- 9.2 An employee shall be paid for a minimum of two hours, or for actual time, whichever is the greater, when the employee:
 - (i) is called back to work after completing the day's work or shift, 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 a call-back commencing and finishing

within the minimum 2 hour period covered by an earlier call-back shall not attract further payment.

- (iii) Where a call-back commences before and continues beyond the end of the minimum 2 hour period of a previous call-back, payment shall be made as if the employee had worked continuously from the beginning of the earlier call-back, to the end of the later call-back.

- 9.3 Where an employee is instructed to be on call during normal off duty hours an on call allowance of \$8.00 per hour shall be paid. Except that on public holidays the on call allowance shall be \$10.00 per hour.

10.0 Higher Duty Allowance

Where an employee performs the duties of a higher position, in the absence of the employee normally performing in that position for more than five consecutive days, they shall be entitled to a higher duties allowance for the full period of the absence. 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. A copy of the practising certificate must be provided at commencement of employment and thereafter provided to the Payroll Officer at the time reimbursement is claimed.

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, as per Mercy Hospital's reimbursement policy.
- (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.

12.0 Public Holidays

- 12.1 The following days shall be observed as public holidays:

New Year's Day	Sovereign's Birthday
2 January	Labour Day
Waitangi Day	Christmas Day
Good Friday	Boxing Day
Easter Monday	Otago Anniversary Day
ANZAC Day	

- 12.2 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.

- 12.3 An employee required to work on a public holiday as part of the normal roster (i.e., not as overtime) shall be paid at ordinary time in addition to normal salary, and is

also to be granted a day's leave on pay at a later date agreed between the employee and employer.

- 12.4 An employee required to be on call on a public holiday shall be granted a day in lieu at a later date agreed between the employee and employer.
- 12.5 Employees agree that the employer will have a close down over the Christmas- early January period.
- 12.6 Mercy Hospital will observe Otago Anniversary Day on the Tuesday after Easter. Otago Anniversary Day will be a normal working day for staff, who are rostered to work.
- 12.7 Off duty day upon which the employee does not work:
- (a) Where a public holiday is observed on other than a Saturday or Sunday please reference conditions as Clause 12.3.
 - (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. However for the purposes of Otago Anniversary Day, the qualification shall be whether an employee has worked 40% of either the Monday or the Tuesday for the 12 weeks prior to the Tuesday after Easter.
- 12.8 Should any public holiday occur during employees' annual leave and the employee would have received a paid holiday if they had not been on leave, then the employee will receive credit for the public holiday by taking it as a paid public holiday on the actual date.

13.0 Annual Leave

- 13.1 Employees shall be entitled to 4.4 weeks annual leave, taken and paid in accordance with the Holidays Act 2003.

If the Employee is employed on a permanent basis, then after the end of each completed 12 months of continuous employment with the Employer, the Employer shall:

- Either be entitled to 4.4 week's paid annual holidays ('annual leave')
- Or, if the Employee has completed 5 full years of continuous employment with the Employer, be entitled to 5 week's paid annual holidays ('annual leave'). For clarity this means that from the first week of the Employee's 6th year of service, annual leave will accrue at a rate which reflects a 5-week annual leave entitlement.

- 13.2 Employees already granted annual leave entitlements exceeding those of 13.1 at implementation of this agreement shall retain those entitlements.

13.3 Casual employees shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement.

13.4 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, only with the prior approval of the employer. Annual leave 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, 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 entitlement being conferred, the employer will deduct the balance outstanding from the employee's final pay.

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.

- (a) Where an Employee is granted sick leave, they shall be entitled to five days sick leave in the first six months of employment, a further five days sick leave in the second six months, and then ten days in each subsequent year
- (b) Part-time employees are entitled to sick leave on a pro rata basis. The minimum entitlement for part-time employees is 5 days per annum.
- (c) Unused sick leave for full-time employees shall accumulate to a maximum of 40 days to be used when the employee is sick, by carrying forward from one year to another any unused sick leave of up to 30 days.
- (d) Sick leave may be taken when an employee, the employee's spouse or a person who depends on the employee for care is sick or injured.
- (e) Proof of sickness or injury may be required in accordance with section 68 of the Holidays Act 2003.
- (f) At the employers discretion the employee may be granted further sick or domestic leave.
- (g) When sickness occurs during annual or long service leave the employer may permit the period of sickness to be debited against sick leave entitlement, except where the sickness occurs during leave following relinquishment of office, provided:
 - i. the period of sickness is more than three days, and
 - ii. a medical certificate is produced, showing the duration of the illness

- (h) Where the employer has reasonable grounds to believe that sickness or injury compromises an employee's ability to perform their job, the employer may require the employee to undergo medical examinations, by suitably qualified practitioners and at the employer's expense.

15.0 Bereavement Leave

15.1 The employer shall approve 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, of up to, but not exceeding 3 days. 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 may be extended in special circumstances with approval from the Employer.

15.2 Bereavement leave shall be paid in accordance with the Holiday's Act 2003.

16.0 Parental Leave

Parental leave shall be granted in accordance with the Parental Leave and Employment Protection Act 1987.

17.0 Jury Service/Witness Leave

17.1 Where an employee is required to undertake Jury service the difference between the fees (excluding reimbursing payments) paid by the court and the employee's expected pay for the scheduled work shall be made up by the employer for a maximum of one week's jury service in any one period of jury service, provided that the employee returns to work immediately on any day they are not actually serving on a jury and further provided that the employee produces the court expenses voucher to the employer. Additional payments for jury service in excess of one week may be made at the employer's discretion.

17.2 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).

17.3 Where an employee is required by the employer to be a witness in a matter arising out of his/her employment, he/she shall be granted paid leave at the ordinary time hourly rate. The employee is to pay any fee received to the Employer but may retain expenses.

18.0 Long Service Leave

18.1 The Employee shall be entitled to special holidays in addition to annual leave as follows:

- One special holiday of two weeks after the completion of 10 years of current continuous service with the Employer which shall be taken before the completion of 20 years of current continuous service with the Employer;
- One special holiday of three weeks after the completion of 20 years of current continuous service with the Employer which shall be taken before the completion of 30 years of current continuous service with the Employer.

- One special holiday of five weeks after the completion of 30 years of current continuous service with the Employer which shall be taken before the date of retirement.

18.2 All such special holidays provided for in this clause shall be at the current usual hours and pay rate for the Employee and are to be taken, where possible, in one period at such time as agreed between the Employer and the Employee or failing agreement as determined by the Employer following consultation with the Employee.

18.3 If an Employee having become entitled to a special holiday leaves his/her employment before such holiday has been taken he/she shall be paid in lieu thereof.

18.4 Where the Employer and the Employee mutually agree, payment may be made in lieu of the holiday being taken.

19.0 Right of Entry

The authorised union representative shall be granted access to visit the workplace in accordance with Sections 20 and 21 of the Employment Relations Act 2000 and subsequent amendments.

Prior to the union representative entering the workplace they will advise a senior manager of their intent.

20.0 Delegate / Workplace Representative

The employer accepts that employee job delegates are a 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. 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.

21.0 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.

22.0 Consultation and Management of Change

Regular consultation between the employer, its employees and the 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.

Prior to the commencement of any significant change management process relating to staffing, structure or work practices, the employer 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 meaningful input.

Where an employer receives an indication of potential significant changes, they undertake to advise staff and the APEX as soon as practicable of the possibility of these changes.

23.0 This clause left intentionally blank

24.0 Employment Protection Provision

24.1 If the employer is proposing a restructure (that is sell, transfer or contract out all or any part of the employer's operation to a new employer) and the employee's position is affected by the restructure then the employer will consult with the employee as required by current legislation.

24.2 In a restructure the employer will endeavour to negotiate with the new employer for the continued employment of the employee on the terms of this agreement if that is possible or on such terms as may be agreed. If such negotiations are successful the employee may choose whether to transfer or not on the terms so negotiated. If the employee does transfer then this agreement ends on the day that the restructuring takes place and the redundancy provision of this agreement does not apply.

24.3 If the employee does not transfer to the new employer on a restructure or if in the opinion of the employer the employee's position becomes surplus to the operation of the employer then redundancy occurs.

24.4 In the event the employee is not employed by the potential new employer for whatever reason redundancy entitlements as per this agreement will apply.

25.0 Harassment Prevention

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

26.0 Indemnity Insurance

The Employer shall indemnify to the extent permissible under law, and keep indemnified, the Employee against the outcome of legal action taken by a third party against him or her based upon any act, error or omission or statement of the Employee during the course of his or her employment, provided the employee has acted in good faith and with reasonable care, and further provided that such act, error, omission or statement (if so established) does not arise from criminal conduct on the part of the employee or wilful failure to carry out a lawful instruction from the Employer.

27.0 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 and enable employees to meet the regulatory requirements to maintain professional competence.

- 27.1 The employer shall grant relevant professional development leave of up to 24 hours per calendar year for employees at a mutually agreed time.
- 27.2 Professional development leave will be granted at T1 rate and shall not accumulate from one year to the next.
- 27.3 The on-going technical/ scientific development within the Anaesthetic Technology requires qualified staff to attend conferences and seminars in order to maintain their on-going technical/ scientific competence. The employee then has the obligation of bringing back the latest information to their workplace and incorporating any new knowledge into the strategic development of their department. Attendance at such events is to be balanced against the operational requirements of the employer. Forward planning and cooperation between management and staff is fundamental to ensuring CPD requirements are met. Any claim for expenses must be approved in advance and will be considered on a case by case basis.

28.0 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.

29.0 Uniforms and Protective Clothing

- 29.1 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.
- 29.2 Suitable protective clothing 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.

30.0 Health and Safety

- 30.1 The Employer and Employee will meet their obligations under the Health and Safety at Work Act.

The Employer's duties include:

- providing and maintaining a safe working environment for Employees and others in the workplace;
- providing and maintaining facilities for the welfare of the Employee while at work;
- providing all necessary training and instructions to Employees;
- making sure machinery and equipment is safe;
- making sure working arrangements are not hazardous;
- providing procedures to deal with work emergencies;

- making sure health and safety Employee engagement and participation processes are in place;
- consulting and cooperating with other businesses operating in the same workplace(s) to keep everyone safe and healthy.

The Employee will follow the employer's health and safety rules and procedures. The Employee will take reasonable care to look after their own health and safety at work, their fitness for work, and the health and safety of others.

Examples of how the Employee can take reasonable care include:

- following all reasonable health and safety rules and instructions;
- participating in health and safety discussions;
- exercising their right to report and subsequently refuse unsafe work conditions or factors;
- taking reasonable care that their actions (or inactions) do not cause harm, or risk of harm, to themselves or others;
- not reporting for duty under the influence of alcohol or drugs that impair their performance or fitness for work;
- wearing all necessary personal protective equipment and clothing;
- The Employee must report any potential risks, incidents and near misses so the Employer can investigate, and eliminate or minimise harm or risk of harm.

Failure to follow reasonable health and safety rules may be considered serious misconduct.

The work being done by the Employee may involve risks to their health and safety from time to time for which personal protective equipment (PPE) must be used or worn.

The Employer will provide suitable PPE, as well as training and information about how it must be used or worn, where it is stored, and how it is maintained.

Failure to use or wear PPE as instructed may be considered serious misconduct.

31.0 Payment of Wages

31.1 Employees will be paid fortnightly by direct credit to a nominated bank account no later than the Wednesday following the completion of each pay period.

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.

31.2 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.

31.3 The employees shall comply with applicable timekeeping systems.

32.0 Termination of Employment

32.1 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 be considered for valid reasons. 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 employer's disciplinary procedures and/or rules of conduct.

32.2 At the employer's discretion the employee may be paid out all or part of the notice period in lieu of working that period.

32.3 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.

33.0 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 (Employment New Zealand 0800 20 90 20), or a union, an advocate or a lawyer.
- (b) If the matter is unresolved either party is entitled to seek mediation from Employment New Zealand 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.

34.0 Confidentiality

Employees shall respect the confidentiality of any information given to the Employee or otherwise obtained relating the Employer's business. The Employee shall not during and after employment disclose or make use of any confidential information relating to the business of the Employer. All patient information and systems and procedures of the Employer's business are agreed to be confidential information

35.0 TEMPORARY OR FIXED TERM AGREEMENTS

The use of Temporary Employees will at all times be consistent with Section 66 of the Employment Relations Act 2000 and subsequent related amendments.

SIGNED AGREEMENT

 Richard Whitney, Chief Executive Officer
 For and on behalf of
 Mercy Hospital Dunedin Ltd

 Date

 Dr Deborah Powell
 National Secretary
 APEX

 Date