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**ANAESTHETIC TECHNICIANS**  
**COLLECTIVE AGREEMENT**

**15 February 2015 to 31 July 2017**

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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+~~)

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 the BoP DHB in the following positions:

1. Charge Anaesthetic Technicians
2. Anaesthetic Technicians
3. Trainee

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 15 February 2015 and expires on 31 July 2017

## 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.

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

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

**“Employer”** means BOPDHB.

**“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”** shall be 1/2086, correct to four decimal places of a dollar, of the yearly rate of salary payable.

**“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.

**“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.

**“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 plus any individual employee’s service previously recognised at the commencement date of this Agreement, except where otherwise defined.

**“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.

**“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.

**“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 in Employment Act 1992 S6 (d) 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.

- 6.1 The ordinary full-time hours of an employee shall be 80 per fortnight. Rosters may be made up of shifts between 8 hours and 10 hours to achieve full time hours of 80 hours per fortnight. An individual shall not be required to work mixed shift lengths in any one week unless by prior mutual agreement. All duties must commence between 0600 and 2315 hours. 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. 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.
- 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 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 between the employees affected, APEX and the employer. Such agreement shall be put in writing and signed.
- 6.5 Minimum break between spells of duty:

A break of at least nine continuous hours must be provided wherever possible between any two periods of duty of a full shift or more which 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 continuous hours can not be provided between periods of a full shift, the shift is to be regarded as continuous until a break of at least nine 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 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 9 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 (or four hour break where applicable), shall be paid at ordinary time rates. Any absence after the ninth continuous hour (or fourth continuous hour where applicable) 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.

## 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.

## 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.
- 7.3 Except where provided for in 7.2 above an employee unable to take a meal after five hours shall be paid as a penalty payment 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 \$7.14, 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 increment.

<b>Trainees</b>	<b>15/10/2013</b>	<b>6/07/2015</b>	<b>4/07/2016</b>
<b>1*</b>	\$ 34,116	\$34,798	\$ 35,494
<b>2</b>	\$ 37,057	\$37,798	\$ 38,554
<b>3</b>	\$ 39,997	\$40,797	\$ 41,613
<b>4</b>	\$ 42,938	\$43,797	\$ 44,673

\*Increment from step 1 to step 2 on completion of the 6 month module.

### **Technicians**

<b>1</b>	\$ 47,996	\$48,956	\$ 49,935
<b>2</b>	\$ 49,996	\$50,996	\$ 52,016
<b>3</b>	\$ 53,290	\$54,356	\$ 55,443
<b>4</b>	\$ 55,585	\$56,697	\$ 57,831
<b>5</b>	\$ 57,172	\$58,315	\$ 59,481
<b>6</b>	\$ 60,349	\$61,556	\$ 62,787
<b>7</b>	\$ 63,525	\$64,796	\$ 66,092

### **Merit**

<b>8</b>	\$ 66,936	\$68,275	\$ 69,641
<b>9</b>	\$ 70,231	\$71,636	\$ 73,069
<b>10</b>	\$ 73,524	\$74,994	\$ 76,494
<b>11</b>	\$ 74,938	\$76,437	\$ 77,966
<b>12</b>	\$ 77,822	\$79,378	\$ 80,966
<b>13</b>	\$ 80,702	\$82,316	\$ 83,962

### **Charge Anaesthetic Technicians**

<b>1</b>	\$ 74,939	\$76,438	\$ 77,967
<b>2</b>	\$ 77,823	\$79,379	\$ 80,967
<b>3</b>	\$ 80,702	\$82,316	\$ 83,962
<b>MERIT</b>	\$ 83,643	\$85,316	\$ 87,022
	\$ 86,584	\$88,316	\$ 90,082

### **Progression:**

- Technicians, by automatic annual increment
- Merit steps, as per the agreed criteria
- Trainees, by automatic annual increment
- Charge . 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 experience or other relevant work and life experience - the employer may credit this service;
  - (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. In order to progress to the merit grade, a technician requires a minimum of 5 years post graduate relevant experience.
- (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

Progression to each merit step must be prospectively set and agreed with the Anaesthetic Team Leader and the next level manager from the date of ratification of this CEA.

Individual staff will be asked to provide a written submission to the Head of Department, and to include written evidence of how they meet each criteria.

In addition to meeting the merit criteria in order to progress to the merit grade a technician requires a minimum of 5 years post graduate relevant experience.

Progression to merit steps also requires fulfilment of the following criteria, as well as a performance review, which confirms maintenance of competency to expected merit step in relevant clinical/professional areas.

The following criteria (or similar) will be the identified criteria that evidence may need to be submitted on -:

- Professional development plan exists for the following 12 months
- Observation of professional ethics and demonstration of professional responsibility and accountability
- Active participation in quality improvement activities
- Undertaking ongoing education . either a short course or self directed learning programme each year, or attendance at and input to in-service education activities; this may include case presentations or similar
- Demonstrating culturally safe practice and behaviour consistent with the DHBs commitment to the Treaty of Waitangi
- Proven effective communication skills, written and oral
- Compliance with organisational requirements in relation to patient/client clinical documentation/records
- Participation as an effective and supportive team member, both within the professional Team, and the multidisciplinary team.

Note: If the required performance review is not completed, through no fault of the employee (i.e. the employee & manager has not undertaken the review), then this will not prevent an employee progressing to next step, providing the criteria for the next level have been met.

Any dispute regarding the above is dealt with in accordance with the Employment Relations Act and its amendments.

**Note:**

The work around the merit criteria is progressing; this work should be completed within 6 months of ratification of this offer.

It is the intention of the parties that the agreed outcomes of the Merit Criteria work will replace Clause 8.1 Merit and schedule A in the collective agreement.

### 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 four 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 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).

#### 8.3.2 Penal Rates

- (a) Weekend rate - applies to ordinary time 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 8p.m. and 6 a.m. 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.

- 9.3 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 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 \$4.04 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 \$6.06 per hour.

10.1.2 Unless by mutual agreement or in emergencies, no employee shall be required to remain on call for more than 40% of the employee's off-duty time in any three-weekly period.

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.

### **10.2 Higher Duty Allowance**

10.2.1 The higher duties allowance payable shall be paid at a 10% premium of the employee's salary, where the full duties of the higher position are undertaken, or a pro-rata premium where the full duties are not undertaken.

10.2.2 To qualify for payment of a higher duties allowance, an employee must perform the duties of the higher position for at least three consecutive days.

10.2.3 The period for which higher duties allowance will be paid commences on the first working day on which the higher duties are performed.

10.2.4 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 consistent with DHB Practices and other professional groups

## **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.
- (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
- 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 7.5 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 7.4 for time worked on the public holiday and then at weekend rates for the time worked on the corresponding weekday. Only one alternative holiday will be granted in respect of each public holiday.
- 12.6 Should Waitangi Day or Anzac Day fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 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.
- 12.7 An employee who is on call on a public holiday but is not called in to work, shall be granted an alternative holiday, except where the public holiday falls on a Saturday or Sunday and its observance is transferred to a Monday or Tuesday which the employee is required to work, in which case an alternative holiday shall be granted in respect to the transferred day only and taken and paid as specified in the Holidays Act 2003.
- 12.8 Those employees who work a night shift which straddles a public holiday shall be paid at public holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the shift. One alternative holiday shall apply in respect of each public holiday or part thereof worked.
- 12.9 Off duty day upon which the employee does not work:
- (a) Fulltime employees .  
Where a public holiday, and the weekday to which the observance of a public holiday is transferred where applicable, are both rostered days off for an

employee, they will be granted one alternative holiday in respect of the public holiday.

- (b) Part-time employees .  
Where a part-time employee's days of work are fixed, the employee shall only be entitled to public holiday provisions if the day would otherwise be a working day for that employee.  
Where a part-time employee's days are not fixed, the employee shall be entitled to public holiday provisions if they worked on the day of the week that the public holiday falls more than 40 % of the time over the last three months. Payment will be relevant daily pay.

#### 12.10 Public holidays falling during leave:

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

### 13.0 Annual Leave

- 13.1 Employees, other than casuals, 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.

For the purposes of this clause, ~~current continuous service~~ shall be **either** any service with any DHB or its predecessor, which has not been broken by any single break of more than three months, **or** for employees appointed to the employing DHB after 1 July 1998, it shall be all and only periods of service after 1 July 1998 with the employing DHB, its predecessor and one or more other DHBs aggregated for the purpose of calculating the annual leave entitlement.

- 13.1.1 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.

#### 13.2 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.

### 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 pa</b>
121 or more	5 days
96 . 120	4 days
71 . 95	3 days
46 . 70	2 days
21 . 45	1 days

Note: The entitlement cannot exceed a maximum of 5 days in any leave year.

### 13.4 On call

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 above is 5 days per annum.

## 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) 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 200 working days.
- (b) The production of a medical certificate or other evidence of illness may be required in accordance with the Holidays Act 2003.
- (c) Sick leave is to be debited on an hour for hour basis.
- (d) 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.
- (e) Casual employees are entitled to sick leave in accordance with the Holidays Act 2003.

**(f) Discretionary Powers Of The Employer To Grant Leave In Excess Of The Above-Prescribed Limits**

- (i) Where a full time employee is incapacitated by sickness or injury arising out of and in the course of employment, salary may be paid at the discretion of the employer.
- (ii) Where an employee is suffering from a minor illness that could have a detrimental effect on the patients or others in the employer's care, the employer may, at their discretion, either:
  - (a) Place the employee on suitable alternative duties; or
  - (b) Direct the employee to take leave on pay for not more than eight days in any one year, in addition to the normal entitlement to sick leave.

**(g) Sickness At Home**

- (i) 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.
- (ii) 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.
- (iii) The production of a medical certificate or other evidence of illness may be required in accordance with the Holidays Act 2003.

**(h) Sick Leave In Relation To Annual And Long Service Leave**

- (i) 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.
- (ii) 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.
- (iii) 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.

**14.2 Injured employees**

- (a) 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.



- (b) 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.

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.
- 16.2 Entitlement and eligibility - Provided that the employee assumes or intends to assume the primary care of the child born to or adopted by them or their partner, the entitlement to parental leave is:
  - (a) in respect of every child born to them or their partner;
  - (b) in respect of every child up to and including five years of age, adopted by them or their partner;
  - (c) where two or more children are born or adopted at the same time, for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.
- 16.3
  - (a) Parental leave of up to 12 months is to be granted to employees with at least one year's service at the time of commencing leave.
  - (b) Parental leave of up to 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.
- 16.4 In cases of adoption of children of less than five years of age, parental leave shall be granted in terms of 16.2 and 16.3 above, providing the intention to adopt is notified to the employer immediately following advice from the Department of Child, Youth and Family services to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an approved adoption 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 in the case of adoption.
- 16.6 The commencement of leave shall be in accordance with the provisions of the Paid Parental Leave and Employment Protection Act 2002.
- 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 16.10 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, ie: annual leave and sick leave. However, parental leave will not contribute to Retiring Gratuities allowance calculations.
- 16.10 (a) The employer must, as a first preference, hold the employee's position open or fill it temporarily until the employee's return from parental leave. In the event that the employee's position is a "key position" (as defined in the Paid Parental Leave and

Employment Protection Amendment Act 2002), the employer may fill the position on a permanent basis.

- (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 16.9(a)(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 16.9(a)(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 16.9(a)(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 16.9(a)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 23.3 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 confinement, 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 clause 16, the employee shall be paid by the employer for a period of 14 (fourteen) weeks from the commencement of parental leave.

The payment shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata for part time employees) applicable to the employee

for the six weeks immediately prior to commencement of parental leave and shall be less any parental leave payment received by or payable to the employee from public money under the Act.

The payment shall only be made to eligible employees as specified by s.71CA Parental Leave and Employment Protection Act 1987.

## **17.0 Jury Service/Witness Leave**

- 17.1 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.
- 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 leave on pay is granted, a certificate is to be given to the employee by the Employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to the employer but may retain expenses.
- 17.4 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.
- 17.5 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.

## **18.0 Leave to Attend Meetings**

- 18.1 The Employer shall grant paid leave (at ordinary rates) to employees required to attend formal meetings of the regulatory body.
- 18.2 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.
- 18.3 Any remuneration received by the Employee for the period that paid leave was granted shall be paid to the Employer.

## **19.0 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. 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.

Payment for long service leave will be at the same basis of average earnings as applies to annual leave, based on the employees FTE status at the time of taking the leave.

Long service leave must be taken within two years of qualification and before relinquishment of office or it will be forfeited. There are no exceptions to this rule.

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.

## **20.0 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.

## **21.0 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.

## **22.0 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.

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

### **23.1 Management of Change**

23.1.1 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.

23.1.2 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.

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

- 23.1.4 The employer accepts that employee delegates are a recognised channel of communication between the union and the employer in the workplace.
- 23.1.5 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.
- 23.1.6 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.
- 23.1.7 Prior approval of such meetings shall be obtained from the employer and such approval shall not be unreasonably withheld.
- 23.1.8 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.

## 23.2 Consultation

- 23.2.1 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.
- 23.2.2 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.
- 23.2.3 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.
- 23.2.4 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- 23.2.5 However, the final decision shall be the responsibility of the employer.
- 23.2.6 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.
- 23.2.7 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 23.3.

### **23.3 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 23.3.4 below shall be invoked and decided on a case by case basis in accordance with this clause.

23.3.1 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.

23.3.2 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).

23.3.3 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.

23.3.4 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) Enhanced early retirement
- (f) Retraining
- (g) Severance

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in subclause 23.3.11 will be applied as a package.

23.3.5 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.

23.3.6 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.

23.3.7 Redeployment - Employees may be redeployed to a new job at the same or lower salary in the same or new location. The employees 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.

23.3.8 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.

#### 23.3.9 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.

#### 23.3.10 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.

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

- (a) ~~%Service~~ 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.

- (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.

23.3.12 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.

23.3.13 Counselling

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

## 24.0 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.

## **25.0 Family Friendly Practices**

The employer recognises the importance of family friendly practices in the workplace and will work with the union to develop an environment where family friendly policies are practised.

### **25.1 Reappointment after Absence due to Childcare**

25.1.1 Employees who resign to care for a dependant pre-school child or children may apply to their former employer for preferential re-appointment.

25.1.2 The total period of childcare absence allowed is four years plus any increases in lieu of parental leave. Longer absence renders a person ineligible for preferential appointment.

25.1.3 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.

25.1.4 Absence for childcare reasons will interrupt service but not break it.

25.1.5 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.

25.1.6 Employees do not have a right of review against their non-appointment.

### **25.2 Childcare Facilities**

The parties recognise the importance of good quality childcare facilities being readily available to employees, and support present childcare facilities arrangements. Employers are encouraged to provide facilities for mothers to feed newborn infants.

## **26.0 Indemnity Cover**

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

## **27.0 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.

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

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

- 27.3 Professional development leave will be granted at T1 rate and shall not accumulate from one year to the next.
- 27.4 Any claim for expenses must be approved in advance and will be considered on a case by case basis.
- 27.5 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.

**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.
- 29.3 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.

**30.0 Health and Safety**

- 30.1 The employer shall comply with the provisions of the Health and Safety in Employment Act 1992 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. 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 in Employment Act 1992 and subsequent amendments.

- 30.2 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.
- 30.3 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.
- 30.4 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.

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

### **31.0 Payment of Wages**

31.1 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.

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 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.

32.2 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.

### **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 (Department of Labour 0800 800 863), or a union, an advocate or a lawyer.
- (b) If the matter is unresolved either party is entitled to seek mediation from the Labour Department or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)

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 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.

## SIGNED AGREEMENT

\_\_\_\_\_  
Phil Cammish, Chief Executive Officer  
For and on behalf of  
Bay of Plenty District Health Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr Deborah Powell  
National Secretary  
APEX

\_\_\_\_\_  
Date





## Schedule A:

### Performance Appraisal for Anaesthetic Technician Seeking to Attain the Merit Step

Assessors present for appraisal interview:

1. Charge technician . Mr Fintan Marshall
2. Head of department of Anaesthesia . Dr Justin Imrie
3. 2<sup>nd</sup> Consultant anaesthetist . Tauranga: Dr Pierre Botha, Whakatane Dr Christian Hirling.

Necessary accompanying documentation:

1. Application form for merit step (see attached).
2. Record of hours (minimum of 400 hours within the last 6 months)
3. Up to date curriculum vitae.
4. Written evidence that technician has met previous goals / professional development plan (identified in previous appraisal).
5. Review of competencies:
  - a. Professional development . evidence of:
    - i. Ongoing education e.g. in-service or self directed learning or conferences or human patient simulator attendance.
    - ii. Presentation of new literature or concepts to colleagues for discussion.
    - iii. Education of other staff.
  - b. Professional accountability
    - i. Written discussion of ethical dilemma.
    - ii. Participation in departmental meetings (log book).
    - iii. NZATS membership (or UK equivalent).
  - c. Quality:
    - i. Written evidence of development of quality improvement activities e.g. QA initiatives or standards or guidelines.
  - d. Cultural:
    - i. Written reflective statement showing what has been done to maintain / enhance cultural competence, with an example from practice.
  - e. Communication:
    - i. Oral: as evidenced by performance appraisal presentation.
    - ii. Written: example from practice where you ensured that MDT and patient aware of ongoing issues and processes / management.
  - f. Compliance with organisational training requirements (provide documentation where available).
    - i. CPR . annual.
    - ii. Health and safety . 2 yearly.
    - iii. Manual handling and restraint minimisation . 3 yearly.
    - iv. Treaty of Waitangi training . 5 yearly (and refresher 2 yearly).
    - v. Infection control . 2 yearly.
6. Peer review (optional).
7. Leadership:
  - a. Examples of supervision / peer mentoring undertaken within the last 12 months.
8. Goals:
  - a. Professional development plan for the next 12 months.

If the anaesthetic technician completes this performance appraisal to the satisfaction of the assessors (listed above) then no further submission will be required to the Human Resources Department i.e. the merit step and salary scale adjustment will occur automatically without the need for any further assessment from any other persons.

The achievement of the merit step is valid for one year only. To continue to receive the salary scale adjustment a new application will have to be submitted in full annually.

## Schedule B Productivity Gains

This schedule is specific to the term of this CEA

During the term of this agreement, the parties agree to form a joint consultative forum in keeping with the provision of Clause 34 Constructive Engagement. In addition to developing Terms of Reference (ToRs) for the group, initial work streams will include the Merit progression, and rostering and fatigue. Each work stream will have agreed scopes prior to commencement.