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**ANAESTHETIC TECHNICIANS  
COLLECTIVE AGREEMENT**

**TERM: 30<sup>th</sup> June 2012 to 29 March 2015**

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## 1.0 PARTIES

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

Hawkes Bay District Health Board (HB DHB) (The "Employer")

AND:

The 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 shall apply to all employees who are members of APEX and who are employed by the HB DHB as follows:

All employees of the employer working as an anaesthetic technician or trainee anaesthetic technician and any employee substantially employed as an anaesthetic technician or trainee anaesthetic technician but who may from time to time use different titles.

2.2 The parties agree that any employee whose work is covered by the coverage clause and 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 whose work is covered by the coverage clause 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 30 June 2012 and expires on 29 March 2015.

## 4.0 Variations

Any variation to this collective agreement shall be ratified according to the procedures of both 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 can not 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 the HB DHB.

"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 two decimal places of a dollar, of the yearly rate of salary payable. T1 refers to the ordinary hourly rate of pay; T1.5 refers to one and a half times the ordinary hourly rate of pay; and T2 refers to double the ordinary hourly rate of pay.

"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. 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 an allied health professional, who holds an appropriate and relevant qualification and works under the scope of practice requirements of the New Zealand Anaesthetic Technicians Society (NZATS).

"Charge Technician" means an Anaesthetic Technician whose is appointed to oversee and manage the Anaesthetic Technicians and the Anaesthetic Technician department.

"Service" means the current/continuous service with the employer (previously known as Hospital and Health Services, Crown Health Enterprises, Regional Health Authorities, Health Funding Authority, Area Health Boards and Hospital Boards), except where otherwise defined in the applicable clause.

"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.

"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 S.6 (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.

- 6.1 Unless as provided for in 6.2 below, ordinary hours of work shall be 80 per fortnight and not more than 8 hours per day with 4 days off in any 14 day period. The days off shall consist of 2 periods of 2 consecutive days each. Except in an emergency, no more than 7 consecutive days shall be worked at any one time. Each daily duty shall be continuous except for meal periods and rest breaks. All duties must commence between 0600 and 2315 hours.
- 6.2 As of **1 March 2008 for new employees**, ordinary hours of work shall be 80 per fortnight and consist of a combination of 8 and 10 hour shifts. Except in an emergency, no more than 5 consecutive 10 hour shifts or 7 consecutive 8 hour shifts shall be worked in any one week. The days off shall consist of a minimum of 2 periods of 2 consecutive days each. Where five consecutive 10 hour duties are worked the employee must then have a minimum of 3 consecutive days off. Each daily duty shall be continuous except for meal periods and rest breaks. All duties must commence between 0600 and 2315 hours.
- 6.3 The off duty periods as defined in 6.1 and 6.2 may fall separately no more than once every four weeks at the request of the employee or to facilitate rostering.
- 6.4 The pay period shall commence at the beginning of the Sunday/Monday night shift. When a major part of a shift falls on a particular day the whole shift shall be regarded as being worked on that day.
- 6.5 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.
- 6.6 Employees can only have their hours of work changed by agreement. Such agreement shall be recorded in writing. The employee has the right to seek the advice of their union or have the union act on their behalf before signing such agreement.
- 6.7 Staff may be permitted to change shifts one with another by mutual arrangement and with the prior approval of the manager. Overtime or other penalty provisions shall not apply in these instances.
- 6.8 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.
- 6.9 Employees will not be required to change between day and night duties more than once in any 80 hour fortnight.
- 6.10 Where an employee is required by the employer to wear a particular uniform on duty and is not permitted to wear that uniform other than within the precincts of the hospital, the employee shall be allowed a period of six minutes, both at the commencement and cessation of each duty, as changing time.

- 6.11 Every employee who participates for one year in the provision of the afternoon or night shifts or on call roster shall receive one week shift leave.
- 6.12 Minimum break between spells of duty:
- (i) A break of at least twelve continuous hours must be provided wherever possible between any two periods of duty of a full shift or more.
  - (ii) Periods of a full shift or more include:
    - Periods of normal rostered work; or
    - Periods of overtime that is continuous with a period of normal rostered work;
    - or
    - Full shifts of overtime/call back duty.

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

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.

### **Call back**

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.

- (iii) Except, for those employees who are called back between 2300 and 0500 hours, the break must be provided afterwards as specified below, unless otherwise agreed between the employer and the employee:
  - (a) a 9 hour break shall be provided;
  - (b) Time spent off duty during ordinary working hours solely to obtain a nine hour break shall be paid at ordinary time rates. Any absence after the ninth continuous hour of such a break shall be treated as a normal absence from duty;
  - (c) If taking a 9 hour break results in the employee being required to work two hours or less to complete their shift, the employer may grant leave on pay for those remaining hours.

## **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

### Anaesthetic Technicians

	1/1/2012	31/12/12	30/12/13
14	80,746	82,765	83,592
13*	77,962	79,911	80,710
12*	75,179	77,058	77,829
11*	72,394	74,204	74,946
10	71,027	72,803	73,531
9	67,846	69,542	70,238
8	64,663	66,280	66,942
7*	61,369	62,903	63,532
6*	58,300	59,758	60,355
5*	55,231	56,612	57,178
4*	53,697	55,039	55,590
3*	51,481	52,768	53,296
2*	48,298	49,505	50,001
1*	46,367	47,526	48,001

### Trainees

4*	41,481	42,518	42,943
3*	38,640	39,606	40,002
2*	35,798	36,693	37,060
1**	32,956	33,780	34,118

\* Automatic annual increment

\*\* On completion of six month module advance to step 2.

All other Steps in accordance with Merit Steps Progression below

### 8.1 Operation of Salary Scales

- (a) 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.
- (b) Progression through steps 1 to 7 of the salary scales shall be by automatic annual increment. Progression through Steps 8 to 10 shall be by merit as defined below. In order to progress to the merit grade, an anaesthetic technician shall have a minimum of 5 years post graduate relevant experience.
- (c) 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.
- (e) The minimum step payable to a Charge Anaesthetic Technician shall be step 11. Progression through steps 11 to 13 shall be by automatic annual increment. Progression above step 13 shall be by merit.

## 8.2 Merit Steps Progression

Individual staff will be asked to provide a written submission through the Head of Department to the Service Manager, 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's 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.





## 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 two 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 properly authorised.
- (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 10 hour shifts, overtime shall be paid at one and one half times the normal hourly rate of pay (T1.5) 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 (other than overtime) worked after midnight Friday/Saturday until midnight Sunday/Monday shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay.
- (b) Public Holiday rate – applies to those 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 (other than overtime) that fall between 2000hrs until the completion of a rostered shift 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 8.3.2  
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.

- 9.2 Transport: Where an employee who does not reside in employer accommodation is called back to work outside the anaesthetic technicians normal hours of duty in respect of work which could not be foreseen or prearranged, the employer shall either:
- (i) provide the anaesthetic technician with transport from the employees place of residence to the institution where the employee is employed and to the place of residence from the institution; or
  - (ii) reimburse the anaesthetic technician the actual and reasonable travelling expenses incurred in travelling from the employees place of residence to the institution or from the institution to the employees place of residence, or both travelling to and from the institution.

## **10.0 Allowances**

### **10.1 On Call**

- 10.1.1 In the interests of healthy rostering practices, the parties agree that the allocation of on-call time should be spread as evenly as practicable amongst those required to participate in an on-call roster.
- 10.1.2 Where an employee is instructed to be on call during normal off duty hours s/he shall be paid an on call allowance of \$4.04 per hour or part thereof, except on Public Holidays where the rate shall be \$6.06 per hour or part thereof and an appropriate locator or cell phone provided. The employee shall be required to report for duty within 20 minutes.
- 10.1.3 The on call allowance is payable for all hours the employee is rostered on call including time covering an actual call out.
- 10.1.4 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.
- 10.1.5 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 Duties Allowance**

- 10.2.1 A higher duties allowance shall be paid to an employee who, at the request of the employer is substantially performing the duties and carrying the responsibilities of a position or grade higher than the employees own.
- 10.2.2 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, the cost of the certificate shall be met by the employer provided that:

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

### 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 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, 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) 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.
- (c) Should a public holiday fall on a weekend, and an employee is required to work on both the public holiday and the week day to which the observance is transferred, the employee will be paid at weekend rates for the time worked on the weekday/transferred holiday. Only one alternative holiday will be granted in respect of each public holiday.

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 employees are required to work on public holiday as provided above they will be paid at double the ordinary hourly rate of pay (T2) 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 An employee who is required to be on call on a public holiday as provided above, 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 also works. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.

12.6 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.

12.7 Off duty day upon which the employee does not work:

- (a) Fulltime employees –  
For fulltime employees and where a public holiday, other than Waitangi Day and ANZAC Day when they fall on either a Saturday or Sunday, falls on the employee's rostered off duty day, the employee shall be granted an alternative holiday at a later date.

In the event of Christmas Day, Boxing Day, New Year's Day or 2 January falling on either a Saturday or Sunday and a full time employee is rostered off duty on both that day and the weekday to which the observance is transferred, the employee shall only receive one alternative holiday in respect of each 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.

#### 12.8 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.
- (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

13.0 Employees, other than casuals, shall be entitled to 4 weeks annual leave, taken and paid in accordance with the Holidays Act 2003. 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 employed after 1 July 1998, service shall be the aggregate of all service with the employer, its predecessors, or other DHBs.

All employees who have completed five years continuous service shall receive an additional week's annual leave from then on.

13.1 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

- (i) 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. Where the annual leave is not taken within twenty-four (24) months of being accrued and there is no agreement on when the leave is to be taken, the employer may direct the employee to take annual leave with a minimum of four (4) weeks notice.
- (ii) 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.

- (iii) 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.
- (iv) Part-time Employees shall be entitled to annual leave on a pro-rata basis.

## **14.0 Sick and Domestic Leave**

### **14.1 Conditions**

- 14.1.1 On appointment with the employer, a full time employee shall be entitled to ten (10) working days leave for sick or domestic purposes during the first twelve months of employment, and up to an additional ten (10) working days for each subsequent twelve month period. The employee can accumulate their entitlement up to a maximum of 260 working days.
- 14.1.2 The employee shall be paid at relevant daily pay as prescribed in the Holidays Act 2003 for the first five days in each twelve month period and base rates of pay (T1) thereafter. Any unused portion of the first five days entitlement, up to a maximum of twenty (20) days can be carried over from year to year and shall be paid at the relevant daily pay in accordance with the Holidays Act 2003.
- 14.1.3 The production of a medical certificate or other evidence of illness may be required.
- 14.1.5 Part-time employees are entitled to sick leave on a pro rata basis but not less than the minimum of five (5) days provided for under the Holidays Act 2003.
- 14.1.6 Casual employees have no entitlement to sick leave.

### **14.2 Discretionary powers of the employer to grant leave in excess of the above prescribed limits**

- 14.2.1 Where an employee has no entitlement left, they may be granted an additional ten (10) days sick leave per annum at the discretion of the employer. Leave granted under this provision may be debited as an advance on the next year's entitlement up to a maximum of five (5) days.
- 14.2.2 At the employer's discretion, an employee may be granted further anticipated sick or domestic leave. Any anticipated leave taken in excess of an employee's entitlement at the time of cessation of employment may be deducted from the employee's final pay.
- 14.2.3 Where an employee is suffering from a minor illness that could have a detrimental effect on the patients or others in the employer's care, the employer may, at their discretion, either:
  - (a) Place the employee on suitable alternative duties; or
  - (b) Direct the employee to take leave on payment at base rates (T1 only) for not more than eight days in any one year, in addition to the normal entitlement to sick leave.



### **14.3 Domestic Leave**

- 14.3.1 Domestic Leave is leave used when the employee must stay at home to attend to a dependent of the employee. This person would in most cases be the employee's child or partner but may be another member of the employee's family or household.
- 14.3.2 Approval is not to be given for absences during or in connection with the birth of an employee's child. Such a situation should be covered by annual leave or parental leave.
- 14.3.3 The production of a medical certificate or other evidence of illness may be required.

### **14.4 Sick Leave in Relation to Annual and Long Service Leave**

- 14.4.1 When sickness occurs during annual or long service leave the employer shall permit the period of sickness to be debited against sick leave entitlement, except where the sickness occurs during leave following relinquishment of office, provided:
  - (a) the period of sickness is more than three days and a medical certificate is produced.
- 14.4.2 In cases where the period of sickness extended beyond the approved period of annual or long service leave, approval shall also be given to debiting the portion which occurred within the annual or long service leave period against sick leave entitlement if the total continuous period of sickness exceeds three days.
- 14.4.3 Annual or long service leave may not be split to allow periods of illness of three days or less to be taken as sick leave.

### **14.5 Leave Without Pay in Relation to Sick Leave Entitlements**

During periods of leave without pay, sick leave entitlements will not continue to accrue.

## **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 16.9 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 16.8 (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(b)(i) above for up to 12 months; or
- (iii) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 16.9(b)(i) above for up to 12 months:

provided that, if a different position is accepted and within the period of extended parental leave in terms of 16.9(b)(i), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or

- (iv) where extended parental leave in terms of 16.9(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 24.3 of this contract.

- 16.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 16.8(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 is granted Parental Leave as specified in clauses 16.2 and 16.3, s/he shall be paid for a period of fourteen weeks from the commencement of leave. The payment shall be made at the commencement of the fourteen week period. Such payment shall be calculated at the base rate (pro rata if applicable) applying for the fourteen weeks immediately prior to their ceasing duty, abated by any amount received from the statutory provision over the fourteen week period.

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

- 17.1 Employees who resign to care for a dependant pre-school child or children may apply to their former employer for preferential re-appointment.
- 17.2 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.
- 17.3 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.
- 17.4 Absence for childcare reasons will interrupt service but not break it.
- 17.5 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.
- 17.6 Employees do not have a right of review against their non-appointment.



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

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

## **19.0 Leave to Attend Meetings**

- 19.1 The Employer shall grant paid leave (at ordinary rates) to employees required to attend formal meetings of the New Zealand Anaesthetic Technicians Society, once the AT Society becomes a regulatory body.
- 19.2 Paid leave shall also be granted where an Employee is required to attend meetings of Boards or Statutory Committees provided that the appointment to the Board or Committee is by ministerial appointment.
- 19.3 Any remuneration received by the Employee for the period that paid leave was granted shall be paid to the Employer.

## **20.0 Long Service Leave**

- 20.1 Employees who have completed:
  - 10 years continuous service shall be granted one weeks long service leave
  - 15 years continuous service shall be granted one weeks long service leave
  - 20 years continuous service shall be granted two weeks long service leave
  - On the completion of each additional 5 years continuous service after 20 years continuous service, employees shall be granted a further one week's long service leave. *(Only continuous service after 1 December 2007 shall be used in calculating an*

*employee's entitlement to additional long service leave for the purposes of this subclause/bullet point).*

"Continuous Service" means current continuous service with Hawke's Bay District Health Board which may be broken for periods of up to three months. Any break of continuous service of longer than three months shall exclude an employee from counting the service prior to that break towards any continuous service entitlements. Except that those employees who were employed as at 28 February 1994 shall retain their continuous service entitlement that was recognised at that date.

- 20.2 Long service leave must be taken in one period except that an employee recalled from leave because of an emergency is entitled to resume leave after the emergency.
- 20.3 Long service leave must be taken within five years of qualification or be forfeited.
- 20.4 Payment for long service leave is to be on the same basis of average earnings as applies with annual leave.
- 20.5 Employees who retire within two years of qualifying for long service leave and who have not taken their long service leave will have their long service leave entitlement paid upon such termination.
- 20.6 Wages equivalent to long service leave due may be paid to an employee who retires medically unfit but who qualifies for long service leave.
- 20.7 The employer may approve a cash payment equivalent to the long service leave entitlement due to the widow, widower or, if no surviving spouse exists, to dependent child(ren) or the estate of a deceased employee who had qualified for long service leave but who had neither taken it nor forfeited it under these rules.

## **21.0 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.

## **22.0 Delegate / Workplace Representative**

The employer accepts the importance of the role of the job delegates in the workplace.

- (a) Accordingly paid time off (at ordinary time rates) shall be allowed for recognised employee delegates to attend meetings with management, consult with union members, and other recognised employee job delegates and union officials, to consult and discuss issues such as management of change, staff surplus, and representing employees.
- (b) Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.

Where recognised workplace activities are required outside working hours, delegates shall be paid at ordinary rates or granted time in lieu on a time for time basis.

## **23.0 Employment Relations Education Leave**

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

## **24.0 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 to the employer on request.

## **25.0 Management of Change**

25.1.1 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.

25.1.2 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) a more harmonious, effective, efficient, safe and productive workplace.

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

25.1.4 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.

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

## **25.2 Consultation**

- 25.2.1 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.
- 25.2.2 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.
- 25.2.3 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.
- 25.2.4 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- 25.2.5 However, the final decision shall be the responsibility of the employer.
- 25.2.6 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.
- 25.2.7 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.

## **25.3 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 subclause 24.3.4 below shall be invoked and decided on a case by case basis in accordance with this clause.

- 25.3.1 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.

25.3.2 Notification of a staffing surplus shall be advised to the affected employees and their Union 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).

25.3.3 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.





25.3.4 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 25.3.11 will be applied as a package.

25.3.5 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.

25.3.6 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.

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

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

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

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

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

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

25.3.8 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.



### 25.3.9 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.

### 25.3.10 Enhanced early retirement

- (a) Employees are eligible if they have a minimum of ten years' total aggregated service with the employer, 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 employer prior to 1 April 2005, will retain pre-existing enhanced early retirement provisions (contained in Collective Agreements applying immediately prior to this MECA), 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.

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

- (a) "Service" for the purposes of this subclause means total aggregated service with the employing DHB, its predecessors and one or more other DHB, but excludes any service with any DHB or their predecessor which has been taken into account for the purposes of



calculating any entitlement to a redundancy/severance/early retirement or similar payment from any DHBs or their predecessors.

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 MECA), 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) outstanding annual leave and long service leave may be separately cashed up.
- (g) 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.

#### 25.3.12 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.

#### 25.3.13 Counselling

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

## 26.0 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.

- 26.1 The employer shall grant professional development leave of up to 32 hours per calendar year for full time employees (pro rated for part-time employees).
- 26.2 The Employer will allocate \$4,000 per annum towards a Continuing Professional Development fund to assist HBDHB Anaesthetic Technician employees to meet the regulatory requirements to maintain professional competence. Terms of Reference of the

fund are set out in Schedule 1 of the Collective Agreement.

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

## **27.0 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.

## **28.0 Health and Safety**

- 28.1 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 in each District Health Board.
- 28.2 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.
- 28.3 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.
- 28.4 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.
- 28.5 Attention is also drawn to the employer's policies and procedures on health and safety.
- 28.6 The employer recognises that to fulfil their function health and safety delegates require adequate training, paid time and facilities.
- 28.7 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.

## **29.0 Accidents – Injured Employees**

- 29.1 Transport of injured employees – Where the accident is work-related and the injury sustained by the employee necessitates immediate removal to a hospital, or to a medical practitioner for medical attention and then to their residence or a hospital, or to their residence (medical attention away from the residence not being required), the DHB is to

provide or arrange for the necessary transport, pay all reasonable expenses for meals and lodging incurred by or on behalf of the employee during the period she/he is transported, and claim reimbursement from ACC.

- 29.2 Where an employee is incapacitated as a result of a work accident, and that employee is on earnings related compensation, then the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This 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.
- 29.3 For non work-related accidents, where the employee requests, the employer shall supplement the employee's compensation by 20% of base salary and this shall be debited against the employee's Sick Leave.

The employer will only supplement compensation of 20% of base salary if the employee and their representative agree to a rehabilitation plan that provides for a return to work programme.

### **30.0 Uniforms and Protective Clothing**

- 30.1 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.
- 30.2 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.
- 30.3 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.

### **31.0 Payment of Wages**

- 31.1 Employees will be paid fortnightly in arrears by direct credit. Where errors have occurred as a result of employer action or inaction, corrective payment must be made within two days of the error being brought to the employer's attention, unless by mutual agreement.
- 31.2 Where an employee has taken leave in advance of it becoming due, and the employee leaves before the entitlement has accrued, the employer will deduct the amount owing in excess of entitlement from the employee's final pay.
- 31.3 Any monies agreed, as being owed by the employee to the employer upon termination will be deducted from the employee's final pay.
- 31.4 The employees shall complete timesheets as required by the employer. Wherever practicable any disputed items shall not be changed without first referring it to the affected employee.

- 31.5 Overpayment Recovery Procedures: Attention is drawn to the Wages Protection Act 1983. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.
- 31.6 The employer shall use its best endeavours to direct credit payment of wages into the employee's bank account one clear banking day prior to a public holiday.

## **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 employer'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 unnotified absence.

## **33.0 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 36 Employment Relationship Problems.

## **34.0 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.

## **SIGNED AGREEMENT**

\_\_\_\_\_  
**Kevin Snee, Chief Executive Officer  
For and on behalf of  
Hawke's Bay District Health Board**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Dr Deborah Powell, National Secretary  
For and on behalf of  
APEX**

\_\_\_\_\_  
**Date**



## **Schedule 1: Anaesthetic Technicians CPD Fund – Terms of Reference**

### **PURPOSE:**

To set out the criteria for and approval of funds available (a total of \$4,000 per annum) to assist HBDHB Anaesthetic Technician employees with the cost of continued professional development (CPD) to meet the regulatory requirements to maintain professional competence.

### **MEMBERSHIP OF THE FUND ADMINISTRATION GROUP:**

A fund administration group will be set up to consider and approve applications from the fund. Membership of the group will comprise of three representatives, which will include an APEX delegate, Anaesthetic Technician Team Leader and Theatre Manager or Service Manager. All three members must be present at a meeting to make a quorum.

The group will meet regularly (no less than quarterly), unless there are no applications to consider.

The fund will be administered by the Anaesthetic Technician Team Leader as a representative of the DHB, with records kept of the CPD event applied for, funding allocated, date and training outcome. The training record will be recorded in PAL\$.

### **CRITERIA:**

The fund is for the period 1 July – 30 June in any given year. To make best use of the fund over this period, the group will take account of relevant upcoming CPD events that may be appropriate. Anaesthetic Technicians should also consider relevant upcoming CPD events in their application to assist the group. Decision processes should be fair, equitable and transparent.

The fund is available to assist Anaesthetic Technician employees with the cost of CPD, which is generally seen to be formal education such as; courses / conferences / seminars / planning or developing a course / post graduate study / research or writing articles or papers; and:

1. Align to the DHB's performance appraisal approach through the individual performance plan and the individual development plan which should:
  - a. Link to the employee's current position;
  - b. Align with the strategic direction and/or service plans of the DHB;
  - c. Align with the employee's career goals;
2. Align to the employee's CPD Individual Development Plan for the coming year
3. Assist the employee to meet the regulatory requirements to maintain professional competence

All applications for funding must be accompanied by an agreed performance appraisal plan and individual development plan.

Where possible, funds granted will be paid prior to commencement of the CPD event with the understanding that should the applicant not attend or does not complete or fails the course (except in circumstances outside the person's control) that the money will be repaid in full. Funding will generally not be granted retrospectively. The applicant will sign an agreement to this effect on the application form.

Each person who has received financial assistance from the fund has a responsibility to share information and knowledge gained with their peers, team, service and / or organisation. The Anaesthetic Technician Team Leader should assist with this.

The person is required to present evidence of completion of the CPD event and submit this to the Anaesthetic Technician Team Leader.

#### **LEAVE RELATING TO CPD:**

Applications for leave related to CPD events should be made to the Anaesthetic Technician Team Leader in the usual way that leave is requested.

#### **REVIEW PERIOD:**

A review of the administration of the fund will be conducted bi-annually between the HBDHB and APEX to ensure the fund is being administered appropriately and efficiently. The first review is to occur in April 2014. This review may include an HBDHB HR representative and an APEX representative.

#### **APPLICATION PROCESS:**

Applications must be made in writing using the approved application form available on Nettie. Applications should be returned to the Anaesthetic Team Leader.

Applicants will be informed in writing of the group's decision following the meeting. The group's decision is final.