

# **Te Whatu Ora** **Health New Zealand**

&



**STERILE SUPPLY TECHNICIANS**

**(Hawke's Bay / Te Matau a Māui)**

**COLLECTIVE AGREEMENT**

**18 March 2024 to 28 February 2026**



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## **AGREEMENT FORMALITIES**

### **1.1 Parties**

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

**Between:**

- a) Te Whatu Ora - Health New Zealand (hereinafter referred to as "the employer")

and

- b) The Association of Professional and Executive Employees Incorporated (hereinafter referred to as APEX or the 'union')

### **1.2 Coverage**

This agreement shall apply to all employees who are members of APEX and who are employed as:

- Sterile Service Technicians;
- Sterile Services Trainee Technicians;
- Sterile Service Technician Team Leaders;
- Sterile Services (Designated Positions);
- Loan coordinators;
- MAQS tracking coordinators

who are employed in Te Matau a Māui / Hawke's Bay District

#### **1.2.1 Additional Districts**

Additional Districts may be added to the coverage of this Collective Agreement by agreement between the parties.

### **1.3 Existing Employees on IEAs**

1.3.1 Where the employee joins APEX and their position is covered by this Agreement that employee's terms and conditions of employment shall be those contained in this Agreement unless otherwise agreed between the parties. The employer recognises that the employee has an entitlement to seek advice from APEX in this regard.

1.3.2 Any existing employee who joins APEX shall translate to the relevant scale on the basis of an assessment by the employer, which places the employee on a step consistent with existing union members, taking account of length of service, skills and responsibilities. This is necessary to avoid new members, who may currently be on different salary scales, translating to the scales at points higher than the equivalent union member. The assessment may result in a lower salary and, if so, the employer undertakes to maintain the employee's current salary until the assessed salary exceeds the current salary.

### **1.4 New Employees**

1.4.1 New employees who are members of APEX and whose position is covered by this collective agreement shall be bound by this Agreement.



## 1.5 Definitions

**Ordinary hourly rate of pay** for 40 hours per week workers shall be 1/2086, correct to three decimal places of a dollar, of the yearly rate of salary payable.

**Ordinary pay** means the annual salaries provided for in this Agreement. For part time employees, the annual salary shall be pro-rated.

**Ordinary or normal hours** mean 80 hours per fortnight.

**Duty/shift** means a single, continuous period of work required to be given by an employee, excluding overtime, 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 Agreement

**Employer** means Health New Zealand - Te Whatu Ora.

**Fortnight** means the 14 days commencing midnight Sunday/Monday. When the major part of a shift falls on a particular day the whole shift shall be regarded as being worked on that day.

**Penal rate** is rate of pay for time worked (other than overtime) within ordinary hours of work during times specified in clause 2.2.

**Service** means the current continuous service with the employer and its predecessors (District Health Boards, Hospital and Health Services, Crown Health Enterprises, Regional Health Authorities, Health Funding Authority, Area Health Boards and Hospital Boards), except where otherwise defined in the applicable clause. As of the 1 November 2007 service will transfer between DHBs. As of the 1 November 2007, service shall not be deemed to be broken by an absence of less than three months. However, where the employee remains actively engaged on related work to their profession or study whilst absent, the period of three months shall extend to twelve months. This period of absence does not count as service for the purpose of attaining a service-related entitlement.

**Shift work** is defined as the same work performed by two or more employees or two or more successive sets or groups of employees working successive periods. A qualifying shift has a corresponding meaning.

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

**T 1.5** means one and one half the ordinary hourly rate of pay.

**T 2** means double the ordinary hourly rate of pay.

## 1.6 Categories of Employment

**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 agreements shall not be used to deny staff security of employment. The employer reserves the right however, to employ casual employees where necessary to meet the demands of service delivery. There is no obligation on a casual employee to accept shifts or on the employer to offer shifts to a casual employee.

**Part time employee** means an employee, other than a casual employee, employed on a permanent basis but works less than the ordinary or normal hours set out in the hours of work clause. Any wages and benefits e.g. leave; will be pro rata according to the hours worked unless specifically stated otherwise in this Agreement.

**Permanent employee** means an employee who is employed for an indefinite term; that is, an employee who is not employed on a temporary or casual basis.

**Fixed term employee** as defined by Section 66 of the Employment Relations Act 2000 means a full time or part time employee who is employed for a specific limited term for a specified project or situation or, for example, to replace an employee on parental leave or long-term accident or sickness. There is no expectation of ongoing employment. Fixed-term agreements shall not be used to deny staff security of employment.

**Full time employee** means an employee who works not less than the ordinary or normal working hours set under the hours of work clause in this Agreement.

## 2.0 HOURS OF WORK

### 2.1 Hours of Work

#### 2.1.1 Statement of Intent

The employer recognises the need for staff to balance their work life with their recreational and home life, and is committed to active participation in the management of workloads and working time that achieves staff and management goals, and results in realistic work expectations. Te Whatu Ora and APEX recognise that a degree of stress is a part of the modern workplace. The employer makes a commitment to working with staff to develop policies and practices that attempt to minimise the negative impact stress has on workers' lives.

Nothing in this document is intended to vary the hours of work arrangement that apply at the time that this agreement comes into force. The hours of work can only be varied by application of clause 2.1.6.

#### 2.1.2 The Week

The week shall start and end at midnight each Sunday/Monday. When the major part of a duty falls on a particular day, the whole duty shall be regarded as being worked on that day. This provision does not relate to remuneration but only to rostering conventions for days off.

#### 2.1.3 Ordinary Hours of Work

- a) Unless otherwise specified the ordinary hours of work shall be either
  - (i) Eighty (80) hours in each two week period (14 days), worked as not more than ten (10) duties, provided that for rostered shift work the ordinary hours of work may average forty (40) hours per week during a period of up to seven (7) weeks, or the applicable roster period, whichever is the lesser; or
  - (ii) Eighty (80) hours in each two week period (14 days), worked as not more than ten (10) duties between 0600 and 2000 hours, Monday to Friday.
  - (iii) Forty (40) hours in each week worked as not more than five (5) duties between 0600 and 2000 hours, Monday to Friday.
- b) The ordinary hours of work for a single duty shall be up to a maximum of ten (10) hours.
- c) A duty shall be continuous except for the meal periods and rest breaks provided for in this Agreement.

- d) Except for overtime, and except where an alternative arrangement is operating, each employee shall have a minimum of four (4) days off during each two (2) week period (14 days). Days off shall be additional to a nine (9) hour break on completion of the previous duty.
- e) Except for overtime, no employee shall work more than five (5) consecutive duties before a day(s) off, provided that an alternative arrangement may be implemented by agreement between the employer and a majority (measured in full-time equivalents) of the directly affected employees.
- f) There are a range of hours are worked across the Districts that are defined as full-time.

There is no intention, as a result of these negotiations, to change the existing 'full time' hours of work in the District unless otherwise agreed.

#### 2.1.4 Rosters

- a) The Health & Safety at Work Act 2015 requires the employer to take all practical steps to prevent harm occurring to employees from the way work is organised.
- b) Therefore, 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. Roster templates and changes to roster templates shall be jointly developed and reviewed by the employer, representatives of affected employees and APEX.
- c) Where an employee is required to start and/or finish work at changing times of the day and/or on changing days of the week, then a roster shall be produced.
- d) The roster period shall be four (4) weeks (28 days) or greater, except that it may be less for services where unpredictable service demands make this impracticable.
- e) Rosters shall be notified to the employees involved at least three (3) weeks (21 days) prior to commencement of the roster period, except that the minimum period of notification for roster periods of less than four (4) weeks shall be two (2) weeks (14 days). Less notice may be given in exceptional circumstances.
- f) Single days off shall be avoided as a routine rostering device, and there shall be no more than one single day off for an employee during a four (4) week period. Employees shall be discouraged from requesting single days off.
- g) Notwithstanding the foregoing conditions staff may be permitted to change shifts one with another by mutual arrangement and with the prior approval of the manager. Additional overtime or other penalty provisions shall not apply in these instances, i.e. the swapping of shifts will be a cost neutral exercise.
- h) For employees working on 4&2 roster the roster cycle shall be for a six week period, of four days on duty followed by two days off duty.

#### 2.1.5 Hours of Work Requirements

- a) The employer shall document the hours of work requirements for each position for which an employee, other than a casual employee, has been engaged or is for the time being fulfilling. The written hours of work requirements shall be provided to the employee.

- b) Hours of work requirements shall comply with all of the provisions of clause 2.1.3 of this Agreement.
- c) Hours of work requirements shall reflect actual hours of work and shall be specified in terms of:
  - (i) The times of the day for which an employee is required to be available for the ordinary duty hours of work; and
  - (ii) The days of the week for which an employee is required to be available for the ordinary weekly hours of work; and
  - (iii) Any overtime or on-call requirements or opportunities.

#### 2.1.6 Variation of Hours of Work Requirements

- a) **Emergencies**  
The employer may require variations to hours of work requirements to meet the needs of emergencies.
- b) **Occasional variations**  
Occasional variations to the times of day and/or days of week to meet service requirements shall be by agreement between the employer and the directly affected employee(s).
- c) **Long term/ permanent changes to hours of work requirements**  
Except as provided for above, where the employer requires an employee to change their hours of work requirements to meet service needs, then a minimum of twelve (12) weeks prior notice of the change shall be given for the purpose of reaching written agreement between the employee and the employer. Such agreement shall not be unreasonably withheld. A shorter period of notice than twelve (12) weeks may be applied by agreement. Should mutual agreement not be reached the employer reserves the right to use the management of change provisions to effect the change. The employee's representative shall also be advised of the notice of the change at the same time as the employee. The parties note that this provision is not in lieu of the management of change provisions, as per Clause 29.
- d) No employee shall be discriminated against for not agreeing to change their hours of work requirement.

#### 2.1.7 Minimum Breaks

- a) A break of at least nine (9) continuous hours must be provided wherever possible between any two qualifying periods of work. Qualifying periods of work for the purposes of this clause are:
  - (i) A duty, including any overtime worked either as an extension or as a separate duty; or
  - (ii) Call-back where eight (8) hours or more are worked continuously.
- b) Except that if a ten (10) hour duty has been worked then a break of twelve (12) consecutive hours must be provided wherever possible
- c) If a call-back of less than a continuous eight (8) hour period is worked between two other qualifying periods of work, a break of nine (9) 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.
- d) 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:
  - (i) a 9-hour break shall be provided



- (ii) 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.
- e) If a break of at least nine (9) continuous hours -or twelve (12)- cannot be provided between qualifying periods of work, the period of work is to be regarded as continuous until a break of at least nine (9) or twelve (12) continuous hours is taken, and it shall be paid at the overtime rate.
- f) Time spent off duty during ordinary hours of work solely to obtain a nine (9) - or twelve (12) - hour break shall be paid at the normal hourly rate of pay. Any absence after the ninth - or twelfth - continuous hour of such a break, if it occurs during ordinary hours of work, shall be treated as a normal absence from duty.

#### 2.1.8 Meal Breaks and Rest Periods

- a) Except when required for urgent or emergency work and except as provided in 2.1.8 b) 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.
- b) An employee unable to be relieved from the workplace for a meal break (as defined in 2.1.8 a)) shall be entitled to have a meal while on duty and this period shall be regarded as working time paid at the appropriate rate (the rate payable at that time).
- c) Except where provided for in 2.1.8 b) above an employee unable to take a meal after five hours shall, from the expiry of five hours until the time when a meal can be taken, be paid T0.5 in addition to the hourly rate that would otherwise be payable.
- d) 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.
- e) During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer. Where it is impractical to supply tea, coffee, milk and sugar free of charge, an allowance of \$1.66 per week (\$1.69 per week effective 1 February 2018) in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay.

## 2.2 Overtime and Penal Time

### 2.2.1 Eligibility restricted for Advanced Clinician/ Advanced Practitioner/ Designated Positions.

This clause 2.2 shall apply to all employees except that for Advanced Clinician/ Advanced Practitioner/ Designated Positions, overtime and penal rates will only apply as outlined in 2.2.1 (a) and (b) below:

- a) Penal - Payment of weekend and night 'penal' rates shall be payable where Advanced Clinician/ Advanced Practitioner/ Designated Positions are required to work shifts and rosters or have approval to work weekends or nights on a regular basis in order to fulfil the requirements of the job description.
- b) Overtime shall be payable to Advanced Clinician/ Advanced Practitioner/ Designated Positions only in the following circumstances:



- (i) Where the appropriate manager is satisfied that the additional time worked is necessary because of an emergency or other special circumstances; and
- (ii) Where the salary does not already incorporate a payment for overtime/penal time hours.

Equivalent time off for work performed outside normal hours may be granted in lieu of overtime by agreement between the employee and the manager concerned.

### 2.2.2 Overtime

- a) Ordinary hourly rate of pay - The ordinary hourly rate shall be one, two thousand and eighty-sixth part (1/2086), correct to three decimal places of a dollar of the yearly rate of salary payable for a full-time, forty hour week as set out in clauses 5.2.
- b) Overtime is time worked in excess of:
  - (i) eight hours per day or the rostered duty whichever is greater or
  - (ii) 80 hours per two week period
 Provided that such work has been authorised in advance. This clause shall not apply to employees working alternative hours of work and the overtime provisions in Clause 2.2.2 g) shall apply.
- 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 ordinary hourly rate of pay (T1.5) for the first three hours and at double the ordinary hourly rate of pay (T2) thereafter.
- d) Overtime worked from 2200 until the completion of a rostered night duty Sunday to Friday, or from midnight Friday to midnight Sunday/Monday, or on a public holiday shall be calculated at double the ordinary hourly rate of rate (T2).
- e) In lieu of payment for overtime, the employer and employee may jointly agree for the employee to take equivalent (i.e. one hour overtime worked for one hour ordinary time off) paid time off work at a mutually convenient time.
- f) No employee shall be required to work for more than 12 consecutive hours where their normal shift is of 8 or 10 hours' duration.
- g) The following overtime payments shall apply where employees work a 10 or 12 hour shift roster pattern:
  - (i) Ten hour shifts: T1.5 after 10 hours for the 11th hour, then T2 for all hours worked thereafter;
  - (ii) Twelve hour shifts: T2 for all hours worked in excess of a rostered 12 hour shift;
  - (iii) For those fulltime employees working 12 hour shifts, overtime shall apply after 120 hours averaged over 3 weeks at the rate specified in clause 2.2.2 c);
  - (iv) For all other employees working alternative hours of work, overtime shall apply after 80 hours per two week period (clause 2.2.2 c)) shall apply.

### 2.2.3 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. (See clauses 7.4 to 7.8 for further clarification.)

- c) Night rate - applies to ordinary hours of duty (other than overtime) that fall between 2000hrs and until the completion of a rostered night duty from midnight Sunday/Monday to midnight Friday/Saturday and shall be paid at quarter time (T0.25) in addition to the ordinary hourly rate of pay.
- d) Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours, the higher rate will apply.

### **3.0 CALL BACKS**

#### **3.1 Call-back occurs when the employee:**

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

Call-back is to be paid at the appropriate overtime rate (clauses 2.2.2 c), d) and g)) for a minimum of three hours, or for actual working and travelling time, whichever is the greater, 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.

- 3.2 Transport: Where an employee who does not reside in employer accommodation is called back to work outside the employee's normal hours of duty in respect of work which could not be foreseen or prearranged, the employer shall either:
  - a) provide the employee with transport from the employee's place of residence to the institution where the employee is employed and to the place of residence from the institution; or
  - b) reimburse the employee the actual and reasonable travelling expenses incurred in travelling from the employee's place of residence to the institution or from the institution to the employee's place of residence, or both travelling to and from the institution.
- 3.3 Where an employee is "on call" the allowance set out in clause 4.1 below will be paid.

### **4.0 ALLOWANCES**

#### **4.1 On Call**

- 4.1.1 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.
- 4.1.2 An employee who is instructed to be on call during normal off duty hours, shall be paid an on call allowance of \$8.00 per hour, except on Public Holidays when the rate shall be \$10.00.
- 4.1.3 The on call allowance is payable for all hours the employee is rostered on call including time covering an actual call out.
- 4.1.4 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.



4.1.5 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.

4.1.6 An employee who is required to be on call and report on duty within 20 minutes shall have access to an appropriate locater or a cell phone.

#### 4.2 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 \$8.09 per hour, or, at the option of the employer, be provided with a meal.

#### 4.3 Higher Duties Allowance

4.3.1 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 employee's own.

4.3.2 Except as provided for under clause 4.3.3, the higher duties allowance payable shall be \$3.05 per hour provided a minimum of 8 consecutive hours of qualifying service is worked per day or shift.

4.3.3 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.

### 5.0 REMUNERATION

#### 5.1 Application of All Salary Scales

##### 5.1.1 Full Time Salary Rates

The following salaries are expressed in full time forty hour per week rates. Where an employee's normal hours of work are less than forty per week the appropriate salary for those hours shall be calculated as a proportion of the forty (40) hour rate.

##### 5.1.2 Placement of New Employees on Salary Scales

When determining the appropriate placement of new employees on the automatic steps of any scale the employer will take into account the employee's years of experience in the occupation.

#### 5.2 Sterile Services Technician Salary Scale

Step	PE Rate 1 June 2023	4 March 2024	3 March 2025
5	\$72,737	\$76,737	\$79,039
4	\$69,273	\$73,273	\$75,471
3	\$65,975	\$69,975	\$72,074
2	\$62,833	\$66,833	\$68,838
1	\$59,842	\$63,842	\$65,842



5.2.1 Progression through the scale step 1 to step 5 shall be by way of automatic annual increment.

(a) Except that once a Sterile Services Technician completes the NQF Level 4 Certificate in Sterilising Technology, they shall proceed to the next step in the scale within the next pay period. **Note:** This advancement does not affect the employee's anniversary date.

### 5.3 Sterile Services Designated Positions Salary Scale

Step	PE Rate 1 June 2023	4 March 2024	3 March 2025
Designated 4	\$91,000	\$95,000	\$97,850
Designated 3	\$87,629	\$91,629	\$94,378
Designated 2	\$85,077	\$89,077	\$91,749
Designated 1	\$82,599	\$86,599	\$89,197

5.3.1 The employer will place staff appointed to Designated Positions into a specific grade based on:

- a. the relevant career framework; and
- b. taking into account relativity with the grading of existing designated positions within the service, District and across the employer.

5.3.2 Movement into the designated salary scales and movement through the designated salary scale is by appointment to a higher graded position.

### 5.4 Salary Increments While On Study Leave

Employees on full-time study leave with or without pay shall continue to receive annual increments.

### 5.5 Payment of Salary

5.5.1 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 one working day of the error being brought to the employer's attention.

5.5.2 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.

5.5.3 Any monies agreed, as being owed by the employee to the employer upon termination will be deducted from the employee's final pay except where ongoing arrangements have been made for repayments to continue following termination of employment.

5.5.4 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.

5.5.5 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.

5.5.6 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.

## 6.0 ANNUAL LEAVE

6.1 Employees shall be entitled to 4 weeks annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause, except that on completion of five years recognised service the employee shall be entitled to 5 weeks annual leave. For the purposes of this clause, "service" shall be as defined in clause 1.5.

6.2 Notwithstanding the above, 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, where they meet the requirements of s.28 of the Holidays Act.

### 6.3 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 five 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 two hours work performed outside the hours of 8.00am to 5.00pm, excluding overtime.

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

6.4 Employees who do not work shift work as defined in clause 6.3 and who are required to participate in on-call rosters, shall be granted two hours leave for each weekend day or part thereof where the on-call period is eight or more hours, they are required to be on-call during normal off duty hours, up to a maximum of three days additional leave per annum. Such leave shall be paid at annual leave averages and is accumulative. Employees who work qualifying shifts under sub-clause 6.3 are not entitled to leave under this sub-clause.

### 6.5 Conditions

Employees shall be entitled to annual leave on a pro-rata basis, except that shift leave and on-call leave shall not be pro-rated. Annual leave is to be taken within 12 months of entitlement becoming due. 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.

- a) Annual leave may be granted in one or more periods.
- b) In accordance with the Holidays Act 2003, the employee shall be given the opportunity to take two weeks leave at one time.
- c) Annual leave is able to be accrued to a maximum of two years entitlement.
- d) Annual leave shall be taken to fit in with service/work requirements and the employee's need for rest and recreation.
- e) When an employee ceases employment, wages shall be paid for accrued annual leave, including shift leave, and the last day of employment shall be the last day worked.
- f) Part time employees shall be entitled to annual leave on a pro rata basis.
- g) An employee may anticipate up to one year's annual leave entitlement at the discretion of the employer.

6.6 The provisions of the Parental Leave and Employment Protection Act 1987 shall apply in relation to annual leave when an employee takes a period of parental leave or returns to work from parental leave in accordance with clause 10 of the Agreement.

## 7.0 PUBLIC HOLIDAYS

7.1 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

Matariki

Labour Day

Christmas Day

Boxing Day

Anniversary Day (as observed in the locality concerned)

7.2 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.

Note: If both the day on which the holiday falls, and the day to which it would otherwise be transferred are otherwise working days for the employee, then the employer can roster the individual on duty for both days. If, having worked the day on which the public holiday falls, the employer decides to roster them off on the transferred day and the employee was available and willing to work then the employee should suffer no loss of ordinary pay for the transferred holiday.

7.3 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.

7.4 When employees work 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.2.2.3(b) (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.

7.5 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.

- 7.6 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 7.4 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.
- 7.7 An employee who is 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 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.
- 7.8 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.
- 7.9 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.
- 7.10 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.
  - 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.

## **8.0 BEREAVEMENT/ TANGIHANGA LEAVE**

- 8.1 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.

- 8.2 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 8.1.
- 8.3 This provision will not apply if the employee is on leave without pay.
- 8.4 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.
- 8.5 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 8.1 above.

## 9.0 SICK & DOMESTIC LEAVE

In applying the provisions of this clause the parties note:

their agreed intent to have healthy staff and a healthy workplace  
that staff attending work unwell is to be discouraged and the focus is on patient and staff safety  
that they wish to facilitate a proper recovery and a timely return to work  
that staff can have sick leave and domestic absences calculated on an hourly basis.

- 9.1 In accordance with the Holidays Act 2003 (as amended) on appointment to Te Matau a Māui Hawke's Bay, an 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 the (10) working days for each subsequent twelve -month period.

The employee shall be paid as prescribed in the Holidays Act 2003.

A medical certificate may be required to support the employees claim.

- 9.2 In the event an employee has no entitlement left, they may be granted up to an additional 10 days per annum.

In considering the grant of leave under this clause the employer shall recognise that discretionary sick and domestic leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted.

The first five (5) days of discretionary leave shall be approved on the same basis as leave under clause 9.1

- In considering the next five (5) days discretionary leave the employer shall consider the following:
- The employee's length of service
- The employee's attendance record
- The consequences of not providing the leave
- Any unusual and/or extenuating circumstances

Reasons for a refusal shall, when requested by the employee, be given in writing and before refusing a request, the decision maker is expected to seek appropriate guidance.

Requests should be considered at the closest possible level of delegation to the employee and in the quickest time possible, taking into account the following:

Leave granted under this provision may be debited as an advance on the next years' entitlement up to a maximum of five (5) days.

- 9.3 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 employees final pay.
- 9.4 Where an employee is suffering from a minor illness which could have a detrimental effect on the patients or other staff in the employer's care, the employer may, at its discretion, either:
- 9.4.1 place the employee on suitable alternative duties; or
- 9.4.2 direct the employee to take leave on full pay. Such leave shall not be a charge against the employees sick and domestic leave entitlement.
- 9.5 The employee can accumulate their entitlement up to a maximum of 260 days. In accordance with the Holidays Act up to 20 days will be paid at relevant daily pay where the employee carries over ten (10) days unused sick leave from the previous year's entitlement.
- 9.6 The provisions of this clause are inclusive of the special leave provisions of the Holidays Act 2003.
- 9.7 Domestic Leave as described in this clause is leave used when the employee must attend a dependent of the employee. This person would, in most cases, be the employee's child, partner or other dependent family member.
- 9.7.1 It does not include absences during or in connection with the birth of an employee's child. Annual leave or parental leave should cover such a situation.
- 9.7.2 At the employer's discretion, an employee may be granted leave without pay, where the employee requires additional time away from work to look after a seriously ill member of the employee's family.
- 9.7.3 The production of a medical certificate or other evidence of illness may be required.
- 9.8 Sickness during paid leave: When sickness occurs during paid leave, such as annual or long service leave, the leave may be debited against the sick leave entitlement, (except where the sickness occurs during leave following the relinquishment of office) provided that:
- 9.8.1 the period of sick leave is more than three days and a medical certificate is produced.
- 9.8.2 in cases where the period of sickness extends beyond the approved period of annual or long service leave, approval will also be given to debiting the portion, which occurred within the annual leave or long service leave period, against sick leave entitlement, provided the conditions in 9.9 and 9.9.1 above apply.
- 9.8.3 annual leave or long service leave may not be split to allow periods of illness of three days or less to be taken.
- 9.9 During periods of leave without pay, sick leave entitlements will not continue to accrue.
- 9.10 Where an employee has a consistent pattern of short term Sick Leave, or where those absences are more than 10 working days/shifts or more in a year, then the employee's situation may be reviewed in line with the employer's policy and Sick Leave practices. The focus of the review will be to assist the employee in establishing practical arrangements to recover from sickness or injury.
- 9.11 Where an employee is incapacitated as a result of a work accident, and that employee is on earnings related compensation, then the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This payment shall be taken as a charge against Sick Leave up to the extent of the employee's paid sick leave entitlement. The employer may agree to reimburse employees for treatment and other expenses or for financial disadvantage incurred as a result of a work-related accident. This agreement will be on a case-by-case basis.
- 9.12 For non-work-related accidents, where the employee requests, the employer shall supplement the employee's compensation by 20% of base salary and this shall be debited against the employee's sick leave up to the extent of the employee's paid sick leave entitlement.

## 9A. FAMILY VIOLENCE LEAVE

The employer is committed to supporting staff that experience family violence, and staff seeking to address their issues with violence as and when occurrence of the violence is raised with the employer.

Employees affected by family violence have rights under the Employment Relations Act 2000, Holidays Act 2003 (related to the Family Violence Leave (ss72A-72)) and the Human Rights Act 1993.

In addition, any staff member experiencing family violence should talk to their manager or Human Resources Department regarding the support available under the employer's Family Violence (or equivalent) policy.

### 10.0 PRIMARY CARER LEAVE

10.1 Statement of principle - The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave and is to be read in conjunction with the Parental Leave and Employment Protection Act 1987 (referred to as the Act in this clause 10), provided that where this clause 10 is more favourable to the employee, the provisions of this clause 10 shall prevail.

10.2 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 primary carer leave is:

- a) in respect of every child born to them or their partner;  
in respect of every child up to and including six years of age, adopted by them or their partner;
- b) where two or more children are born at the same time or adopted within a one month period, for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.

Note: Whāngai arrangements are included in situations where the employee becomes a primary carer of one or more tamariki.

10.3 Length of Primary Carer Leave

- a) Primary carer 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) Primary carer 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 primary carer 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.

Except as provided for in 10.15, Primary Carer Leave is unpaid.

10.4 In cases of adoption of children of less than five years of age, primary carer leave shall be granted in terms of 10.2 and 10.3 above, providing the intention to adopt is notified to the employer immediately following advice from Child, Youth and Family 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.

Note: Whāngai arrangements are included in situations where the employee becomes a primary carer of one or more tamariki.

- 10.5 Employees intending to take primary carer 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.
- 10.6 The commencement of leave shall be in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.
- 10.7 An employee absent on primary carer 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.

- 10.8 Primary carer leave is not to be granted as sick leave on pay.
- 10.9 Job protection -
- 10.9.1 Subject to 10.10 below, an employee returning from primary carer 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:
- a) at the equivalent salary, grading;
  - b) at the equivalent weekly hours of duty;
  - c) in the same location or other location within reasonable commuting distance; and
- 10.9.2 involving responsibilities broadly comparable to those experienced in the previous position.

Where applicable, employees shall continue to be awarded increments when their incremental date falls during absence on parental leave.

- 10.9.3 Primary carer leave shall be recognised towards service-based entitlements, i.e.: annual leave and sick leave. However, primary carer leave will not contribute to Retiring Gratuities allowance calculations.
- 10.10 Ability to Hold Position Open

10.10.1 Where possible, the employer must, hold the employee's position open or fill it temporarily until the employee's return from parental leave. However, in the event that the employee's position is a "key position" (as contemplated in the Parental Leave and Employment Protection Act 1987), the employer may fill the position on a permanent basis.

10.10.2 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 10.9.1 (a) above) is not available, the employer may approve one of the following options:

- a) an extension of primary carer leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or
- b) 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 primary carer leave as in 10.10.2 (a) above for up to 12 months; or
- c) 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 primary carer leave in terms of 10.10.2 (a) above for up to 12 months:

provided that, if a different position is accepted and within the period of extended primary carer leave in terms of 10.10.2 (a), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or

- d) where extended primary carer leave in terms of 10.10.2 (a) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 31 of this Agreement.
- 10.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 10.9.1 above, primary carer leave shall cease.
- 10.12 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 primary carer leave shall be the same as that immediately prior to such enforced reduction in hours.
- 10.13 Primary carer 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 primary carer leave.
- 10.14 Employees on primary carer leave may from time to time and by agreement work occasional duties during the period of primary carer leave and this shall not affect the rights and obligations of either the employee or the employer under this clause.
- 10.15 Paid Primary Carer Leave -Where an employee takes parental leave under this clause 10, meets the eligibility criteria in 10.2 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full time) for a period of fourteen (14) weeks. The payment shall be made from the commencement of the primary carer leave and shall be calculated at the base rate (pro rata if applicable) applicable to the employee for the six weeks immediately prior to commencement of primary carer leave.

The payment shall be made only in respect of the period for which the employee is on primary carer leave and in receipt of the statutory payment if this is less than 14 weeks.

Where 10.3 (c) applies and both partners are employed by the employer, the paid primary carer leave top up will be made to only one employee, being the employee who has primary care of the child.

- 10.16 Reappointment After Absence Due To Childcare
- a) Employees who resign to care for a dependent pre-school child or children may apply to their former employer for preferential appointment to a position which is substantially the same in character and at the same or lower grading as the position previously held.
  - b) Primary carer leave is a distinct and separate entity from absence due to childcare.
  - c) The total period of childcare absence allowed is four years plus any increases in lieu of primary carer leave. Longer absence renders a person ineligible for preferential appointment.
  - d) Persons seeking reappointment under childcare provisions must apply to the former employer at least three months before the date on which they wish to resume duties.
  - e) This application for reappointment must be accompanied by:
    - (i) The birth certificate of the pre-school child or children; and
    - (ii) A statutory declaration to the effect that the absence has been due to the care of a dependent pre-school child or children, that the four year maximum has not been exceeded, and that paid employment has not been entered into for more than 15 hours per week. Where paid employment has

exceeded 15 hours per week the reappointment is at the CEO's discretion.

- f) 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.
- g) Where:
  - (i) The applicant meets the criteria for eligibility; and
  - (ii) There exists at the time of notification or becomes available within the period up to two weeks before the intended date of resumption of duties a position which is substantially the same in character and at the same or lower grading as the position previously held; and
  - (iii) The applicant has the necessary skills to competently fill the vacancy; then the applicant under these provisions shall be appointed in preference to any other applicant for the position.
- h) Absence for childcare reasons will interrupt service but not break it.
- i) 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.

#### **11.0 JURY SERVICE/WITNESS LEAVE**

- 11.1 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.
- 11.2 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).
- 11.3 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.
- 11.4 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.
- 11.5 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.

#### **12.0 LEAVE TO ATTEND MEETINGS**

- 12.1 The Employer shall grant paid leave (at ordinary rates) to employees required to attend formal meetings of registration body (except where the matter arises out of employment with another employer) and APEX Board.
- 12.2 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.
- 12.3 Any remuneration received by the Employee for the period that paid leave was granted shall be paid to the Employer.

### **13.0 LONG SERVICE LEAVE**

- 13.1 An employee shall be entitled to long service leave of one week upon completion of a five year period of recognised service as defined in Clause 1.5. Such entitlement may be accrued. 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.
- 13.2 Long Service Leave will be paid for each week of leave on the same basis as annual leave (clause 6) in accordance with the Holidays Act 2003. This will be based on the employees FTE status at the time of taking the leave. Wherever practicable long service leave is to be taken in periods of not less than a week.
- 13.3 For the purposes of 13.1 recognised service shall be from 1 October 2008 unless the employee has an ongoing or grand-parented provision.

For employees with an ongoing or grand-parented provision, the following shall apply. The employee shall accrue the entitlement in accordance with clause 13.1 above, with their service being deemed to commence, for the purpose of this calculation, on the date service was previously deemed to commence under the scheme. Any long service leave actually taken, shall be deducted from that entitlement and the residue shall become the remaining entitlement. That shall be added to any further accrual, with the leave being taken in accordance with clause 13.1 above.

- 13.4 Leave without pay in excess of three months taken on any one occasion will not be included in the 5 year qualifying period, with the exception of Parental Leave.
- 13.5 The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.
- 13.6 In the event of the death of an employee who was eligible for long service leave but has not taken the leave, any monies due will be paid to the deceased's estate.

### **14.0 LEAVE WITHOUT PAY**

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

### **15.0 HEALTH & SAFETY**

- 15.1 The employer and employees shall comply with the provisions of the Health and Safety at Work Act 2015 and subsequent amendments. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken, including the provision of protective clothing/ equipment (as per clause 17 of this agreement).
- 15.2 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.
- 15.3 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 the appropriate person. It is a condition of employment that safety equipment and clothing required by the employer is to be worn or used and that safe working practices must be observed at all times.
- 15.4 Attention is also drawn to the employer's policies and procedures on health and safety.
- 15.5 The employer recognises that to fulfil their function health and safety delegates require adequate training, time and facilities.



- 15.6 The parties to the Agreement recognise that effective Health and Safety Committees are the appropriate means for providing consultative mechanisms on Health and Safety issues in the work place.

#### **16.0 ACCIDENTS -TRANSPORT OF INJURED EMPLOYEES**

- 16.1 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 employer 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.

#### **17.0 UNIFORMS, PROTECTIVE CLOTHING & EQUIPMENT**

- 17.1 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.

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

- 17.3 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.

- 17.4 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.

#### **18.0 REFUND OF ANNUAL PRACTISING CERTIFICATE AND CERTIFICATE OF COMPETENCY FEES**

- 18.1 Where an employee is required by law to hold an annual practicing 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 only pay one APC unless there are operational requirements for an employee to maintain multiple APCs.

- 18.2 Where the employer requires employees to hold a competency certificate issued by a professional association, the employer will reimburse the associated fees incurred.



## 19.0 INITIAL REGISTRATION COSTS

It is anticipated that, during the term of this Agreement, a number of professions will be legally required to register with an Authority, as defined by the Health Practitioners' Competence Assurance Act 2003.

The employer will reimburse actual costs up to a maximum of \$500 towards the initial registration costs where:

- a) The employee is employed by the employer at the time that the profession is required to register; and
- b) Where registration under legislation is a requirement for the job.

Where the employer requires the employee to become registered as a requirement of the employee's continuing employment, but registration with a regulatory body is not mandatory (for example, social workers), the employer will reimburse actual costs up to a maximum of \$500 towards the initial registration costs where the employee is employed by the employer at the time that profession is required to register. Should registration of that profession with a regulatory body become mandatory, the employer will not be required to reimburse additional monies.

## 20.0 PROFESSIONAL ASSOCIATION FEES

20.1 Employees will be reimbursed (on presentation of official receipts) the membership fee of no more than one professional association per annum (as listed below) up to the maximum level set out below if:

- a) the membership is directly relevant to the employee's duties; and
- b) the professional association does not act as the acting union for its members.  
Where an association does become the acting union, it will be removed from the list.

20.2 The parties will review the composition of this list and the amounts payable at each negotiation. The list may be amended as agreed by the parties.

20.3 Provided that, if the employee also works for another organisation or in private practice, the employer will only be required to pay the amount on a pro-rata basis.

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New Zealand Sterile Services' Association	\$50
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## 21.0 PROFESSIONAL DEVELOPMENT

21.1 Participation in an annually agreed professional development plan is mutually beneficial. The plan should:

- a) Link to the employee's current position; and/or
- b) Align with the employee's career goals;
- c) Align with the strategic direction and/or service plans of the employer;
- d) Where applicable, assist the employee to meet the regulatory requirements to maintain professional competence.

21.2 The organisation's training and professional development processes shall

- a) Be clear to employees; and
- b) Provide information and advice to employees regarding sources of and access to professional development funds/entitlements; and
- c) Require that the employee's professional development plan and activities are recorded; and
- d) Require that employees will share the knowledge and expertise gained from

professional development as appropriate.

**21.3 Attendance at Meetings, Courses and Conferences**

Where an employee's attendance at a meeting, course or conference is at the request of the employer, or approved by the manager, on which would otherwise be a working day for that employee, that employee should be paid at the ordinary rate of pay for that day(s) or part there of (up to a maximum of 8 hours per day). Where the day is not an ordinary working day, or the employee is not rostered on duty on that day, they shall be allowed to take equivalent paid time off duty (up to a maximum of 8 hours per day) within the next month, on a day agreed with their manager.

- a) Unless requested by the employer to attend, the employee must apply to the manager to attend meetings, courses or conferences and done so in a timely manner to enable the roster to be covered. Approval to attend is at the discretion of management taking into account alignment to the employees annually agreed professional development plan.
- b) Following attendance at a meeting, course or conference the employee will provide feedback on the key learnings of that event to their colleagues.

21.4 Where the employee requires time to undertake study to meet the requirements of courses that are either requirements of the role, or of direct benefit to the Employer, they may request study leave to support this. The employee must apply to the manager to request study leave and do so in a timely manner to enable the roster to be covered. This is subject to approval by the manager, however will not be unreasonably withheld taking into account the availability of funding and the needs of the service.

**22.0 POLICIES AND PROCEDURES**

22.1.1 All employees covered by the Agreement shall comply with the employer's policies and procedures in force from time to time, to the extent that such policies and procedures are not inconsistent with the terms and conditions of this Agreement.

22.1.2 The union will be consulted regarding any additions/amendments to those policies and procedures, where such additions/amendments have a material effect on employees' conditions of employment. Failure to consult shall not void any additions/ amendments.

**23.0 INSURANCE PROTECTION**

Insurance protection for employees travelling on work related business is provided in accordance with the employer 's insurance policy. The provisions of the insurance policy are available through the Human Resources department.

**24.0 TRAVELLING EXPENSES AND INCIDENTALS**

24.1 When travelling on employer business, the employee will be reimbursed for costs on an actual and reasonable basis on presentation of receipts, including staying privately.

24.2 Employees who are instructed to use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time. Any change to this rate shall be effective from the first pay period following the date of promulgation by the IRD.

**24.3 Relocation Expenses**

Employees may be reimbursed relocation expenses in accordance with the employer's relocation policy

24.4 General: In circumstances not addressed by this clause, any expenses incurred on behalf of the employer shall be reimbursed in accordance with the employer's policies.



## **25.0 INDEMNITY INSURANCE**

- 25.1 The employer agrees to indemnify employees for legal liability for costs and expenses, including legal representation where required, in respect of claims, actions or proceedings brought against the employer and/or employees arising in respect of any:  
Negligent act, or  
Error, or  
Omission  
Whilst acting in the course of employment.
- 25.2 Employees will not be covered where such claim, action or proceeding: arises from any willful or deliberate act, or is restricted solely to any disciplinary proceedings being taken by the governing registration body and/or professional association, or relates to activities undertaken by the employee that are outside the scope of the employment agreement with the employer, or relates to activities undertaken by the employee that are outside the scope of practice or the employees position and/or profession.
- 25.3 Provided that any such reasonable costs or expenses are first discussed with the employer before they are incurred. If the employee or the employer identifies a conflict of interest, the employer will provide and pay for independent legal representation for both parties.

## **26.0 EMPLOYEE ACCESS TO PERSONAL INFORMATION**

Employees are entitled to have access to their personal file in accordance with the Organisation's procedures.

## **27.0 SUPERANNUATION**

Unless an employee is already receiving an employer contribution to a superannuation scheme, when an employee becomes (or where an employee is already) a member of a KiwiSaver scheme (as defined in the KiwiSaver Act 2006), the employer agrees to make an employer contribution to the employee's KiwiSaver scheme in accordance with the requirements of the KiwiSaver Act 2006.

## **28.0 WORKING BETTER TOGETHER**

### **28.1 Deduction of APEX Subscriptions**

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 APEX at agreed intervals. A list of members shall be supplied by APEX to the employer on request.

### **28.2 Union Meetings**

- 28.2.1 The employer shall allow every employee covered by this collective agreement to attend, on ordinary pay, two meetings (each of a maximum of two hours' duration) of their union in each year (being the period beginning on the 1st day of January and ending on the following 31st day of December). This is inclusive of any statutory entitlement.
- 28.2.2 The union shall give the employer at least 14 days' notice of the date and time of any meeting to which sub-clause 28.2.1 of this clause applies.
- 28.2.3 The union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any meeting, including, where appropriate, an arrangement for sufficient employees to remain available during the

meeting to enable the employer's operation to continue.

- 28.2.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any employee for a period greater than two hours in respect of any meeting.
- 28.2.5 Only employees who actually attend a union meeting shall be entitled to pay in respect of that meeting and to that end the union shall supply the employer with a list of employees who attended and shall advise the employer of the time the meeting finished.

### **28.3 Delegates/Union Workplace Representatives.**

- 28.3.1 Delegate means an employee who is nominated by the employees, who is covered by this CA and who is elected to act on APEX's behalf. The managers shall be advised of the delegates' names.
- 28.3.2 The employer accepts that elected delegates are the recognised channel of communication between the union (APEX) and the employer in the workplace.
- 28.3.3 To enable the delegates to effectively carry out their role, including the promotion and facilitation of the objectives outlined in the statement of intent, sufficient time off should be available during working hours, subject to the employer's service requirements.
- 28.3.4 Prior approval for such activity shall be obtained from the manager in the area and such approval shall not be unreasonably withheld. APEX in return acknowledges that adequate notice shall be provided to the employer where possible.

### **28.4 Leave to Attend Employment Relations' Education Leave**

- 28.4.1 Employers shall grant paid Employment Relations Education Leave to members of APEX covered by the Agreement in accordance with the provisions of Part 7 of the Employment Relations Act 2000. The purpose of this leave is for improving relations among unions, employees and the employer and for promoting the object of the Act.
- 28.4.2 The number of days education leave granted is based on the formula of 35 days for the first 281 employees (employees covered by this document who have authorised APEX to act on their behalf) and a further 5 days for every 100 full time equivalent (defined as an employee who works 30 hours or more per week) eligible employees or part of the number which exceeds 280.
- 28.4.3 APEX shall send a copy of the programme for the course and the names of employees attending, at least 28 consecutive days prior to the course commencing.
- 28.4.4 The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.

### **28.5 Right of Entry**

The authorised officers of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises for the purposes of union business or interviewing any union member or enforcing this Agreement, including where authorised access to wages and time records, but not so as to interfere unreasonably with the employer's business.

## **29.0 CONSULTATION, CO-OPERATION AND MANAGEMENT OF CHANGE**

### **29.1 Statement of Intent**

It is recognised that ongoing changes are necessary to ensure the continuing quality of



health services. These changes can be unsettling for staff.

The employer will consult when introducing change in order to seek solutions that consider the interests of the various groups involved. Information will be shared freely within the organisation and will be communicated in time for affected employees (and APEX) to be involved in the consultative process.

All participants in the process have an equally valuable contribution to make to the process of managing change. A partnership in this process is highly desired.

## 29.2 Management of Change

29.2.1 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.

29.2.2 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
- (c) a more harmonious, effective, efficient, safe and productive workplace.

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

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

29.2.5 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 APEX to allow them to participate in the consultative process so as to allow substantive input.

29.2.6 Reasonable paid time off 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.

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

## 29.3 Participation

Partnership for Quality relies on the participation of APEX members in decisions that affect their working lives to be meaningful participation requires active involvement of the union in decision-making, (not just consultation on decisions already made) and workers having real influence over their working environment.

The working relationship between the parties is based on principles that deliver constructive, timely and meaningful engagement between the parties around issues of common interest. In doing this the parties recognise each party has their individual objectives.

29.3.1 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.

29.3.2 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.

- 29.3.3 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.
- 29.3.4 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- 29.3.5 However, the final decision shall be the responsibility of the employer.
- 29.3.6 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.
- 29.3.7 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 29.4.

#### 29.4 Staff Surplus

- 29.4.1 When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the re-organisation, 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 29.4.4 below shall be invoked and decided on a case by case basis in accordance with this clause.
- 29.4.2 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 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).
- 29.4.3 The following information shall be made available to the Union representatives:
- 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 who are union members
  - e) availability of alternative positions in the District.

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

#### 29.4.4 Options

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

- a) Reconfirmed in position
- b) Attrition
- c) Redeployment
- d) Retraining
- e) 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 sub- clause 29.4.9 will be applied as a package.

#### 29.4.5 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.

#### 29.4.6 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.

#### 29.4.7 Redeployment

- a) Employees may be redeployed to an alternative position for which they are appropriately trained (or training may be provided). Any transfer provisions will be negotiated on an actual and reasonable basis.

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:

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

#### 29.4.8 Retraining

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.

If an employee is redeployed to a position which is similar to his/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 bridges programmes, etc.



#### 29.4.9 Severance

Payment will be made in accordance with the following:

- a) "Service" for the purposes of this sub-clause means total aggregated service with the employing DHB, its predecessors or any other DHB, but excludes any service with any DHB or their predecessor which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any other DHBs or their predecessors. Employees who commenced employment with the current employing DHB prior to 1 October 2008 will retain pre-existing severance provisions, which are more favourable than those in this clause.
- 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 (the retiring gratuity provision in the regional MECA that preceded this Agreement shall apply including, where applicable, the provisions that relate to employees with less than 10 years', eight years' and five years' service). The parties note that not all DHBs had retirement gratuity provisions in the regional MECAs that preceded this Agreement).
- 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.
- i) Nothing in this agreement shall require the employer to pay compensation for redundancy where as a result of restructuring, and following consultation, the employee's position is disestablished and the employee declines an offer of employment that is on terms that are:
  - the same as, or no less favourable, than the employee's conditions of employment; and
  - in the same capacity as that in which the employee was employed by the employer, or
  - in any capacity in which the employee is willing to accept

#### 29.4.10 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.



29.4.11 Counselling

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

29.4.12 Change of Ownership

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.
- (d) 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 full access to the staff surplus provisions.

29.4.13 Employee Protection Provisions

The parties acknowledge that Section 69M of the Employment Relations Act 2000 requires all collective agreements to contain provisions in relation to the protection of employees where their employer's business is restructured. It is agreed that these provisions exist within the current collective agreement (e.g. Clauses covering Management of Change and Change of Ownership) or by virtue of the statutory provisions set out in Sections 19, 20 and 21 of Schedule 1B of the Employment Relations Act 2000.

### 30.0 RETIRING GRATUITIES

The retiring gratuity provisions that applied in the regional PSA MECA that preceded this Agreement shall continue to apply.

### 31.0 ENDING EMPLOYMENT

#### 31.1 Notice Period

- 31.1.1 The employee/employer 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.

31.1.2 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.

### 31.2 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.

## 32.0 HARASSMENT PREVENTION

32.1 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. behaviour.

32.2 Guidelines for Supervisors and Guidelines for Complainants are available from the Human Resources Department.

## 33.0 EMPLOYMENT RELATIONSHIP PROBLEMS:

These include such things as personal grievances, disputes, claims of unpaid wages, allowances or holiday pay.

### *Let The Employer Know*

Employees who have a problem in their employment should let the employer know so that the problem can be resolved in a timely manner. In most cases employees will be able to approach their manager to talk the issue through and reach an agreement. HR can help with this process. However, it is recognised that sometimes employees may not feel comfortable in approaching their manager or an agreement may not be able to be reached. If this is the case, employees may wish to contact an APEX delegate or advocate to get advice or assistance.

### *Mediation Services*

If the problem continues employees have the right to access the Mediation Service. The mediators are employed by the Employment Relations Service as one of a range of free services to help people to resolve employment relationship problems quickly and effectively. The mediators will help the parties decide on the process that is most likely to resolve problems as quickly and fairly as possible.

Employees can ask their union advocate/delegate to provide assistance in accessing this service. Alternatively, the Mediation Service can be contacted on 0800 800 863.

### *Employment Relations Authority*

If the parties are still unable to resolve the workplace problem, employees can apply to the Employment Relations Authority (ERA) for assistance. The ERA is an investigative body that operates in an informal way, although it is more formal than the Mediation Service. The ERA looks into the facts and makes a decision based on the merits of the case, not on legal technicalities.

Again employees can ask a union advocate to provide assistance in accessing this service.

### *Personal Grievances*

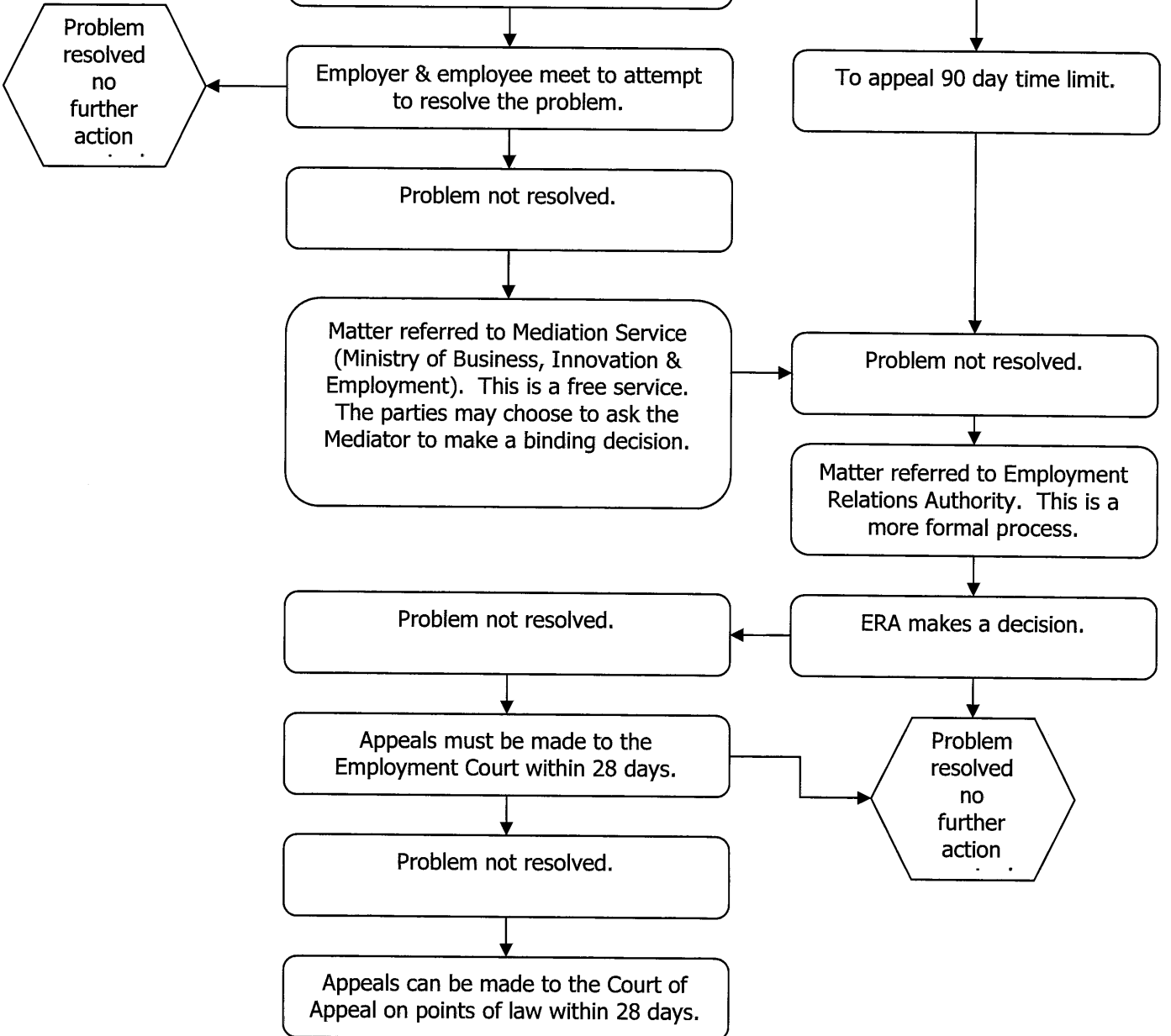
Employees may feel that they have grounds for raising a personal grievance with the employer (for unjustified dismissal, unjustifiable disadvantage, discrimination, duress, sexual or racial harassment). If this is the case, employees need to raise their grievance within 90 days of the action occurring or the grievance coming to their notice. Except that in respect of a personal grievance related to alleged sexual harassment, this period can be up to one year. If the grievance is not raised to the employer's attention within this timeframe the employee's claim may be out of time.

If the employee's grievance is raised out of time, the employer can choose to accept the later grievance or to reject it. If the employer chooses to reject it, the employee can ask the ERA to grant leave to raise the grievance out of time.

The employee's grievance needs to be raised with the employer so that the employer knows what it is about and can try to work to resolve it. The employee can verbally advise the employer or put the grievance in writing. The employee's APEX delegate or advocate can help with this process. Once the employer knows of the employee's grievance, the employer is able to respond to the expressed concerns.



**Employment  
Relationship  
Problem Resolution  
Process**



OP

**34.0 VARIATION TO COLLECTIVE AGREEMENT**

This Agreement may be varied in writing by the signed agreement between the employer and APEX, subject to their respective ratification processes.

Notwithstanding the above, new models of service provision/care may be trialed at the local level by written agreement between the relevant local management and union officials. Such agreed trials may modify the operation of identified clauses in the CA for the defined period of the trial without the need for formal variations to the CA. There is no obligation to propose, or to agree to, a trial, nor does the agreement to the trial compel either party to subsequently agree to make the changes on a permanent basis.

**35.0 SAVINGS**

Except as specifically varied by this Agreement, nothing in this Agreement shall operate so as to reduce the wages and conditions of employment applying to any employee at the date of this Agreement coming into force.

The parties acknowledge that all matters discussed during the negotiation of this Agreement have been dealt with, and where intentionally deleted, the savings clause does not apply.

Further, provisions from previous agreements that are to continue to apply have been recorded by way of letter provided to the union by the employer concerned.

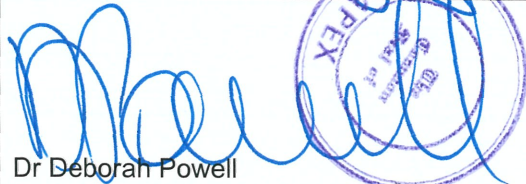
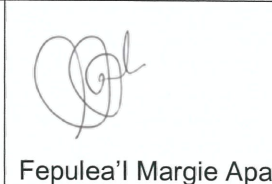
**36.0 NON- WAIVER UNDERSTANDING**

Failure by either party to enforce any right or obligation with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to that matter, or any other matter, either then or in the future.

**37.0 TERM OF DOCUMENT**

This agreement comes into force on 18 March 2024 and expires on 28 February 2026.

Signed this 5th Day of June 2024

 Dr Deborah Powell National Secretary APEX	 Fepulea'i Margie Apa Chief Executive Te Whatu Ora
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