



And

Health New Zealand
Te Whatu Ora

Dental Therapists and Dental Assistants
Collective Agreement

9 March 2024 – 8 March 2026

OBJECTIVES:

The parties to this agreement:

- a) Are committed to promoting, protecting and otherwise caring for the health of people.
- b) Recognise that measures of quality of service and of value for money are integral to purchase and provision of health services.
- c) Seek innovation and continuous improvement in all aspects of provision of health services.
- d) Believe that employees and their employers should share the responsibility for achieving their mutual goals.
- e) Know that a competent and well-motivated workforce is vital for achievement of the mutual goals.
- f) Value the importance of providing opportunities for the continuing development, training and advancement of staff.
- g) Value effective communication and consultation between employers, employees and their Union.
- h) Recognise that Waitematā District must be able to successfully operate in, and respond to the realities of, a changing and competitive environment.

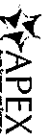
The purpose of this agreement is to:

- a) Document the agreed terms and conditions of employment for employees of Waitemata District who are covered by the Agreement.
- b) Provide a framework and mechanisms for a fair, constructive and harmonious relationship between the employees their Union and the employer.
- c) Help facilitate the achievement of mutual goals and successful responses to change and competition.
- d) Comply with Waitematā District good employer obligation to provide for fair and proper treatment of employees in all aspects of their employment.

PARTNERSHIP

This Collective Agreement represents a partnership between the management and staff of Waitemata District for the purpose of delivering quality health services to the community. By ensuring quality services we aim to ensure that:

- Quality standards are maintained.
- Quality development programmes are implemented.
- Quality jobs exist that are well paid and secure.



The parties to this Agreement are APEX and Waitematā District. Both parties are committed to respecting the position and role of the other party.

Partnership in this context is a relationship based on the following principles:

- Application of the CA will be consistent with ensuring respect for each party.
- Behaviour of staff/delegates/managers will reflect the mutual requirement to provide support for a quality working environment.
- Conflicts arising in the application of this Agreement will be addressed using constructive problem solving approaches. The parties will recognise existence of difference and conflicting interests.
- Parties may identify different objectives and needs at times and these will be openly discussed in appropriate forums.
- Parties recognise a flexible approach to the changing health environment is required.

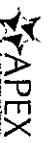
Contents

Objectives

Partnership

1.0	Parties	6
2.0	Definitions.....	6
3.0	Hours Of Work.....	7
3.1	Hours Of Work.....	7
3.2	Overtime And Penal Time	12
4.0	Call Back And Allowances	13
4.1	Call-Back	13
4.4	On Call	14
4.5	Meal Allowance	14
4.6	Higher Duties Allowance.....	15
4.7	Dental Therapists - Additional Responsibility Allowance	15
5.0	Remuneration	15
5.1	Application Of All Salary Scales	15
5.2	Payment Of Salary.....	19
5.3	Annual Leave.....	19
6.0	Public Holidays	22
7.0	Bereavement Leave	24
8.0	Sick & Domestic Leave.....	24
9.0	Parental Leave	26
10.0	Jury Service/Witness Leave	29
11.0	Leave To Attend Meetings.....	30
12.0	Long Service Leave.....	30
13.0	Leave Without Pay.....	31
14.0	Health & Safety.....	31
15.0	Accidents – Transport Of Injured Employees.....	31
16.0	Uniforms, Protective Clothing & Equipment.....	32
17.0	Refund Of Annual Practising Certificate & Certificate Of Competency Fees.....	32
18.0	Competency Evaluation.....	33
19.0	Professional Association Fees.....	33
20.0	Professional Development, Education & Training Leave.....	33
21.0	Policies And Procedures.....	34
22.0	Insurance Protection	34
23.0	Travelling Expenses And Incidentals	35
23.4	Transport For Dental Therapists Travelling Between Clinics	35
23.5	Relocation Expenses	35
24.0	Indemnity Insurance	35
25.0	Employee Access To Personal Information	36
26.0	Superannuation	36
27.0	Working Better Together.....	36
27.2	Union Meetings.....	36
27.3	Delegates/Union Workplace Representatives.....	36
27.4	Leave To Attend Employment Relations' Education Leave.....	37
27.5	Right Of Entry	37
28.0	Consultation, Co-Operation And Management Of Change.....	37
28.3	Participation.....	38
29.0	Ending Employment.....	44
29.1	Notice Period.....	44
29.2	Abandonment Of Employment	44
30.0	Harassment Prevention	45
31.0	Employment Relationship Problems:	45
32.0	Variation To Collective Agreement	46

33.0 Savings	46
34.0 Non-Waiver Understanding.....	46
35.0 Term Of Document	47
Schedule 1 – Descriptions Of Dental Therapist Hours Of Work Categories	48
Schedule 2- Recognition Step Process	50
Schedule 3-Dental Therapist Salary Scales	52



This Agreement (hereinafter referred to as a CA) is made pursuant to the Employment Relations Act 2000 and the New Zealand Public Health and Disability Act 2000 and its successors.

1.0 PARTIES

1.1 Parties to this Agreement

The Parties to this Agreement shall be:

- a) Te Whatu Ora - Health NZ Waitemata District (hereinafter referred to as the "employer");
- b) The Association of Professionals and Executive Employees.

1.2 New employees

The parties agree that any employee whose work is covered by the application Clause of this Agreement (Clause 1.4 below) who is engaged by the employer between the date this Agreement comes into effect and the expiry date shall be offered in writing the opportunity to become a member of the union which is a party to this Agreement. The new employee shall from the date of becoming a union member, be entitled to all the benefits, and be bound by all the obligations, under this Agreement. Further to this, the provisions of Section 62 of the Employment Relations Act 2000 shall apply.

1.3 Existing employees

Existing employees who are covered by the application Clause of this Agreement (Clause 1.4) may become union members at any time. Employees shall, from the date of becoming a union member, be bound by all benefits and obligations relating to employees under this Agreement.

1.4 Application

Dental Therapists and Dental Assistants

Any other employees substantially employed in one of the above occupational groups who may from time to time use an alternative title who are employed by Waitematā District.

2.0 DEFINITIONS

"Base Salary" means the minimum annual salaries provided for in this agreement.

Discretionary Clauses

Where the use of the term "may" within any Clause indicates discretionary application, the employer shall consider the application of the Clause in respect of an employee on a case by case basis. Where the employer declines to invoke the Clause, the employer shall, where requested, provide to the employee, in writing, the decision and the reason(s).

Employee means any person employed by an employer and whose position is covered by this Agreement

Employer means the Te Whatu Ora /Health NZ Waitematā District.

"District" in the context of Te Whatu Ora/Health New Zealand means the geographic area and the related worksites of the former District Health Board (clause 12, Schedule 1, Pae Ora (Healthy Futures) Act 2022 refers).

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.

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.

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. See Schedule 1 for descriptions of hours of work

Ordinary or normal hours mean 80 hours per fortnight or the hours of the category as contained in the letters of appointment

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

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 commencement of this Agreement service will transfer between DHBs. As of the commencement of this Agreement, 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.

“Substantially” means engaged at a particular job for more than 50 percent of time during any one week.

3.0 HOURS OF WORK

3.1 Hours of Work

3.1.1 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. The employer 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 SECA comes into force. The hours of work can only be varied by application of clause 3.1.8.

3.1.2 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.

3.1.3 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 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; or
 - (iii) Forty (40) hours in each week worked as not more than five (5) duties between 0600 and 2000 hours, Monday to Friday; or
 - (iv) As defined in schedule 1 for categories 1-5
- b) The ordinary hours of work for a single duty shall be up to a maximum of eight (8) 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 is no intention, as a result of these negotiations, to change the existing hours of work or annual divisor in Waitematā District unless otherwise agreed.

3.1.4 Flexible Working Arrangements

Employees are entitled to apply for flexible working arrangements at any time, this may include requests to work from home. Such a request must be in writing and state the nature of the variation requested and whether the variation is permanent or for a finite period of time. Any and all requests for flexible working must be reasonably considered by the employer and responded to as soon as possible, but no later than one month after the request was received. If a request for flexible working cannot be accommodated, sufficient reasoning must be given to the

employee for their refusal

When an application is made the employer will apply the provisions specified in the Employment Relations Act 2000; Part 6AA Flexible Working, which relates to requests for flexible working and changes to working arrangements in accordance with the Act and relevant employer policies.

3.1.5 Rosters

- a) The Health & Safety at Work Act 2015 section 36 (3) requires the employer to provide safe systems of work.
- 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 minimized 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.

3.1.6 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.

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

3.1.7 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 3.1.3 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.

3.1.8 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. Should mutual agreement not be reached the employer reserves the right to use the management of change provisions to effect the change. A shorter period of notice than twelve (12) weeks may be applied by agreement.

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.

- d) No employee shall be discriminated against for not agreeing to change their hours of work requirement.

3.1.9 Minimum Breaks

- a) A break of at least nine (9) continuous hours must be provided wherever possible between any two qualifying periods of work.
- b) The 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.
- 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 roster should facilitate a 9 hour break wherever possible.
- 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.

3.1.10 Meal Breaks and Rest Periods

- a) Except when required for urgent or emergency work and except as provided in 3.1.10 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 3.1.10 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 3.1.10 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 in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay.

3.1.11 Changing time

Where an employee is required by the employer to wear particular uniform on duty and is not permitted by the employer to wear that uniform other than within the precincts of the Dental Clinic, the employee shall be allowed a period of six minutes, both at the commencement and cessation of each duty, as changing time.

3.2 Overtime and Penal Time

3.2.1 Eligibility restricted for Advanced Clinician/Advanced Practitioner/Designated Positions.

This clause 3.2 shall apply to all employees except that for Advanced Clinician/Advanced Practitioner/Designated Positions, overtime and penal rates will only apply as outlined in 3.2.1 a) and 3.2.1b) 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 fulfill the requirements of the job description.

- b) Overtime shall be payable to Advanced Clinician/ Advanced Practitioner/Designated Positions only in the following circumstances:

Where the appropriate manager is satisfied that the additional time worked is necessary because of an emergency or other special circumstances; and

- (i) 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.

3.2.2 Overtime

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.
Overtime is time worked in excess of:

- a) 7.5 hours or the rostered duty whichever is greater or
- b) 37.5 per week, or the ordinary hours of work whichever is greater, 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 3.2.2 shall apply.

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.

Overtime worked from midnight Friday to midnight Sunday/Monday, or on a public holiday shall be calculated at double the ordinary hourly rate of rate (T2)

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.

No employee shall be required to work for more than 12 consecutive hours where their normal shift is of 8- or 10-hours' duration.

The following overtime payments shall apply where employees work a 10- or 12-hour shift roster pattern:

- a) Ten hour shifts: T1.5 after 10 hours for the 11th hour, then T2 for all hours worked thereafter; Twelve hour shifts: T2 for all hours worked in excess of a rostered 12 hour shift;
- b) For those fulltime employees working 12 hour shifts, overtime shall apply after 120 hours averaged over 3 weeks at the rate specified in clause 3.2.2
- c) For all other employees working alternative hours of work, overtime shall apply after 80 hours per two week period (clause 3.2.2) shall apply).

3.2.3 Penal Rates

- a) Saturday morning - applies to ordinary time (other than overtime) worked after midnight Friday/Saturday until midday Saturday. In addition to the ordinary hourly rate of pay, the employee shall be paid at time one half (T0.5) for the first three hours, and then time one (T1.0).
- b) Saturday afternoon - applies to ordinary time (other than overtime) worked after midday Saturday until midnight Sunday/Monday. These hours shall be paid at time one (T1.0), in addition to the ordinary hourly rate of pay.
- c) 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 clause 6.5 for further clarification.)
- d) 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.
- e) Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours, the higher rate will apply.

4.0 CALL BACK AND ALLOWANCES

4.1 Call-back

Call-back occurs when the employee:

- 4.1.1 is called back to work after completing the day's work or duty, and having left the place



of employment; or

- 4.1.2 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 3.2.2) 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.

4.2 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:

- 4.2.1 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
- 4.2.2 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.

- 4.3 Where an employee is "on call" the allowance set out in clause 4.4 below will be paid.

4.4 On Call

- 4.4.1 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.

- 4.4.2 An employee who is instructed to be on call during normal off duty hours, shall, be paid an on call allowance of \$8 per hour except on Public Holidays when the rate shall be \$10 per hour.

- 4.4.3 The on call allowance is payable for all hours the employee is rostered on call including time covering an actual call out.

- 4.4.4 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.

- 4.4.5 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.

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

4.5 Meal Allowance

An employee who works a qualifying shift of eight hours or the rostered shift, whichever

is the greater, and who is required to work more than one hour beyond the end of the shift (excluding any break for a meal) shall, be paid a meal allowance of \$7.95, or, at the option of the employer, be provided with a meal.

4.6 Higher Duties Allowance

4.6.1 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.

4.6.2 Except as provided for under clause 4.6.3, the higher duties allowance payable shall, be \$3.00 per hour provided a minimum of 8 consecutive hours of qualifying service is worked per day or shift.

4.6.3 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.

4.7 Dental Therapists - Additional Responsibility Allowance

4.7.1 An additional responsibility allowance of \$2,500 per annum, pro rated where applicable shall be paid for relevant periods of time to dental therapists who take on additional responsibility according to agreed criteria. This allowance shall be applicable for a minimum period of two weeks.

5.0 REMUNERATION

5.1 Application of All Salary Scales

Full Time Salary Rates

The following salary scale is 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 hour rate as in Schedule 1.

Translations onto the scale are as set out in the Allied, Scientific and Technical Pay Equity Claim In Principle Agreement (September 2023).

5.1.1 Designated positions scale

Designated Grade	Step	1-Jun-23	9 March-	9 March-
		PEQ	24	25
Designated F	4*	\$142,000	\$147,000	\$151,410
	3	\$138,000	\$143,000	\$147,290
	2	\$134,000	\$139,000	\$143,170
Designated E	1	\$130,000	\$135,000	\$139,050
	3	\$130,000	\$135,000	\$139,050
	2	\$127,000	\$132,000	\$135,960
Designated E	1	\$124,000	\$129,000	\$132,870



Designated D	3	\$124,000	\$129,000	\$132,870
	2	\$121,500	\$126,500	\$130,295
	1	\$119,000	\$124,000	\$127,720
Designated C	3	\$119,000	\$124,000	\$127,720
	2	\$116,500	\$121,500	\$125,145
	1	\$114,000	\$119,000	\$122,570
Designated B	3	\$114,000	\$119,000	\$122,570
	2	\$111,500	\$116,500	\$119,995
	1	\$109,000	\$114,000	\$117,420
Designated A	3	\$109,000	\$114,000	\$117,420
	2	\$106,000	\$111,000	\$114,330
	1	\$103,000	\$108,000	\$111,240

5.1.2 Designated position scale – Placement & Progression

- a) The employer will place staff appointed to Designated Positions into a specific grade based on:
 - i. the relevant career framework; and
 - ii. taking into account relatively with the grading of existing designated positions within the service, District and across the employer.

The parties have committed to undertake work to develop a common job-sizing methodology to underpin the operation of the Designated Positions scale.
- b) Progression through the steps included within each grade will be on an annual basis, on the employee's anniversary date, subject to satisfactory performance which will be assumed to be the case unless the employee is advised otherwise. Progression does not occur beyond the top step of each grade.
- c) Movement between designated salary scale grades shall only be on the basis of appointment to a higher graded position.

5.1.3 Core salary scale

Step	1-Jun-23 PEQ	9 March - 24	9 March- 25
Recognition step 10*	\$109,000	\$113,000	\$116,390
Recognition step 9*	\$106,000	\$110,000	\$113,300
Additional Progression Step 8	\$103,000	\$107,000	\$110,210
Step 7	\$100,466	\$104,466	\$107,600
Step 6	\$97,741	\$101,741	\$104,794
Step 5	\$93,246	\$97,246	\$100,163
Step 4	\$87,644	\$91,644	\$94,394
Step 3	\$82,045	\$86,045	\$88,627
Step 2	\$76,442	\$80,442	\$82,856
Step 1	\$70,842	\$74,842	\$77,087

* = Recognition Step, see 5.1.7 Recognition Steps – Progression Process

5.1.4 Commencing Salaries

The minimum entry level for Dental Therapists covered by the salary scale shall be:

- a) Step 1 where the minimum professional requirements is a three or four-year Bachelor degree

The minimum professional requirements are those specified by the relevant registration body. There is no provision for a higher commencing salary for individuals holding a higher qualification than the minimum professional requirement.

5.1.5 Progression – Automatic steps

- a) For Steps 1 – 7 inclusive above, progression will occur by annual increment at anniversary date.

5.1.6 Additional Progression Step

- a) The Clinical/degree qualified core salary scale includes an Additional Progression Step (Step 8). Progression from Step 7 to the Additional Progression Step 8 is dependent on the achievement of agreed objectives, which are set prospectively when the employee reaches Step 7. These objectives should align with the qualities of an experienced practitioner, with the appropriate level of the Guidelines of Expectation of Professional Practice (GEPP) document which provides guidance on these and reflects the expected professional/technical skills and personal attributes.

- b) The parties acknowledge that it is the individual employee's decision and responsibility to initiate the processes associated with the additional progression step. To commence the process the employee will write to the team leader/ manager requesting a meeting to set objectives.
- c) The discussion and setting of objectives for additional progression would normally occur in conjunction with the employee's annual performance review.



- d) In the event that the manager and the employee cannot agree on the objectives the employee may consult with the relevant union. If there is still no agreement the manager will set the objectives. This objective setting process is to be completed in three months of the employee requesting the meeting.
 - e) The assessment against these objectives shall commence 12 months after the objectives have been set. Any movement arising from this assessment shall be effective from 12 months after the date the employee wrote to their team leader/manager under clause 4 above, provided that:
 - i. Progression shall not occur earlier than the anniversary date of the employee's movement to the top automatic step.
 - ii. Progression will not be denied where the employer has failed to engage in the objective setting process and/ or the assessment of whether or not the objectives have been achieved.
 - iii. Progression to the additional progression step is not available to employees who are below Step 7.
- 5.1.7 Progression – Recognition Steps
- a) The two recognition progression steps (steps 9 and 10) provide those practitioners in a non-designated role with a pathway for career progression and salary review appropriate to their individual, profession and service requirements.
 - b) The process for access to and progression through the Recognition Steps is set out in Schedule 2 to this Agreement.

5.1.8 Placement of New Employees on Salary Scales

- a) 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.
- b) the employer may place a new employee on a higher step than determined by their previous experience in the occupation where they consider justified by the degree of difficulty in recruiting for specific skills and/or experience required for the position.
- c) Placement of new employees will be subject to the specified minimum and maximum steps for the specific occupation and take into account the placement of current employees employed in the same role.

NB. No new staff are to be employed within categories 2, 3 or 4 from 20 June 2003.

5.1.9 Dental Therapists Annualised Salary Payment

Category 2, 3, 4 and Dental Therapists shall have their annual salaries paid out over 52 weeks each year. For this purpose the calculation of the hourly rate of pay shall be the employee's annual salary divided by 1,846 hours (whole-time ordinary hours per annum).

5.1.10 Dental Assistants Salary Scale

Core Scale - Group B	1-Jun-23 PEQ	9 March - 24	9 March - 25
Step 7	\$80,193	\$84,193	\$86,719
Step 6	\$76,374	\$80,374	\$82,785
Step 5	\$72,737	\$76,737	\$79,039
Step 4	\$69,273	\$73,273	\$75,471
Step 3	\$65,975	\$69,975	\$72,074

Progression through the steps will be on an annual basis, on the employee's anniversary date.

5.2 Payment of Salary

- 5.2.1 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 employee's attention.
- 5.2.2 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.
- 5.2.3 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.
- 5.2.4 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.
- 5.2.5 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.
- 5.2.6 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.
- ### 5.3 Annual Leave
- 5.3.1 Annual leave provisions for categories 1-5 as per clause 5.3.8 and schedule one. It is agreed that salaries are annualised and paid during periods of leave for these categories of employees.
- 5.3.2 Employees, other than casuals, shall be entitled to 4 weeks annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of

this clause, except that on completion of five years recognised service the employee shall be entitled to 5 weeks annual leave. For the purposes of this clause, "service" shall be as defined in clause 2.

5.3.3 Casual employees shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement, dependant on recognition of an individuals' service.

5.3.4 Additional Leave for Shift Workers

Employees who work rotating shift patterns or those who work qualifying shifts shall be entitled, on completion of 12 months employment on shift work, to up to an additional 5 days annual leave, based on the number of qualifying shifts worked. The entitlement will be calculated on the annual leave anniversary date. Qualifying shifts are defined as a shift which involves at least 2 hours work performed outside the hours of 8.00am 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

5.3.5 Employees who do not work shift work as defined in clause 2 and who are required to participate on on-call rosters, shall be granted 2 hours leave for each weekend day or part thereof where the on-call period is 8 or more hours, they are required to be on-call during normal off duty hours, up to a maximum of 3 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 5.3.4 are not entitled to leave under this subclause. Any entitlements accrued prior to 1 October 2008 will be protected.

5.3.6 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.

5.3.7 Leave for Dental Therapists / Assistants Subject to annual leave provisions above.

- a) Category 1 Dental Therapists and Team Leaders shall be granted leave of absence on full pay in respect of each leave year as follows:

Team Leaders	5 weeks
Category 1 Therapists	5 weeks

- b) Category 2, 3, 4 and 5 Dental Therapists shall be granted leave of absence in respect of each leave year as follows:

Category 2 Therapists	4.8 weeks
Category 3 Therapists	4.4 weeks
Category 4 Therapists	4.2 weeks
Category 5 Therapists	4.3 weeks

The deferred salary contribution for payment during periods of unpaid leave shall continue to be deducted, from annual leave payment calculated on average weekly earnings.

- c) Leave shall be taken annually at times approved by the employer. Except that flexible leave as outlined in Table 1 below may be carried forward to the following year. All leave must be taken during the school holidays except that leave may be taken during term at the convenience of the employer according to the following table:

Table 1:

Category of Therapist	Number of working days flexible Annual Leave which may be taken during school term time
Category 3,4 and 5	Nil
Category 2	5 Days
Category 1	11 Days

The employer requires that Category 1 and 2 Therapists shall take 3 weeks annual leave over the Christmas period where the dates of this period are dictated by the Employer taking into consideration the dates of school holidays. Those Dental Therapists employed for 47 weeks shall be able to work up until Christmas if they wish, with the actual dates being set annually by agreement with the APEX. Category 3, 4 and 5 Therapists shall take all their annual leave at the discretion of the Employer during the school breaks between February and December.

Special leave without pay shall not be granted during term except in exceptional circumstances, usually compassionate grounds. All requests will be considered

on a case by case basis and at the discretion of School Dental Service Management.

(1) Except where the employer approves, where an employee is absent on special leave, whether with or without pay (i.e. including leave for study awards but excluding sick, accident or military leave) for an intermittent or continuous period of more than 35 days (including Saturdays or Sundays) during a leave year, annual leave shall be reduced in accordance with the scale below.

NOTE:

A "study award" for the purposes of this sub Clause shall be deemed to be a full-time course of study at a tertiary educational institute, during which the employee is able to take advantage of the mid-term holidays available for other students of that institute. It shall not include leave to attend organised classes, lectures, block courses or examinations required for the attainment of essential basic qualifications.

d) Dental Assistants
Dental Assistants will have six flexible annual leave days per annum for the first four years and eleven flexible annual leave days thereafter. Dental Assistants will be required to take some annual leave when the service closes for the Christmas break.

5.3.8 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 9 of this Agreement.

6.0 PUBLIC HOLIDAYS

6.1 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
Auckland Anniversary Day

6.2 The following shall apply to the observance of Christmas Day, Boxing Day, New Year's Day or 2 January, where such a day falls on either a Saturday or a Sunday:

6.2.1 Where an employee is required to work that Saturday or Sunday the holiday shall, for that employee, be observed on that Saturday or Sunday and transfer of the observance will not occur. For the purposes of this clause an employee is deemed to have been required to work if they were rostered on or on-call and actually called in to work. They are not deemed to have been required to work if they were on-call but not called back to work.

6.2.2 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.

6.2.3 Should a public holiday fall on a weekend, and an employee is required to work on both the public holiday and the week day to which the observance is transferred, the

employee will be paid at weekend rates for the time worked on the weekday/transferred holiday. Only one alternative holiday will be granted in respect of each public holiday.

6.3 The observance of Anzac day and Waitangi Day shall be in accordance with the provisions of Section 45A of the Holidays Act 2003.

6.4 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.

6.5 When employees work on a public holiday as provided above they will be paid at double the ordinary hourly rate of pay (T2) for each hour worked and they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.

6.6 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 also works. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.

6.7 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.

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

6.8.1 **Fulltime employees –**

For fulltime employees and where a public holiday falls on the employee's rostered off duty day, the employee shall be granted an alternative holiday at a later date.

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

6.8.2 **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.

6.9 Public holidays falling during leave:

6.9.1 **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.

6.9.2 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.

6.9.3 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.

7.0 BEREAVEMENT LEAVE

7.1 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.

7.2 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 7.1 above. This provision will not apply if the employee is on leave without pay.

7.3 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally appropriate manner, especially in the case of Tangihanga.

7.4 The employer agrees that on application, it may be appropriate, to grant leave without pay in order to accommodate various special bereavement needs not recognised in clause 7.1 above.

8.0 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.

8.1 In accordance with the Holidays Act 2003 (as amended) on appointment an employee shall be entitled to ten (10) working days leave for sickness during the first twelve months of employment, and up to an additional ten (10) working days for each subsequent twelve-month period. The maximum accumulation of unused sick leave is 260 working days.

8.2 The employee shall be paid for minimum statutory sick leave entitlements as prescribed in the Holidays Act 2003. Additional contractual or discretionary sick leave that is taken shall be paid at the normal rates of pay (T1 rate only).

- 8.3 Additional Discretionary Sick Leave
- 8.3.1 In the event an employee has no entitlement left, they are entitled to apply for up to ten 10 days' discretionary leave per annum. The employer recognises that discretionary sick 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 8.1.
- 8.3.2 In considering the next five (5) days' discretionary leave the employer shall take into account 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
- 8.3.3 Requests should be considered at the closest possible level of delegation to the employee and in the quickest time possible. 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.
- 8.4 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:
- 8.4.1 place the employee on suitable alternative duties; or
- 8.4.2 direct the employee to take leave on full pay. Such leave shall not be a charge against the employees sick and domestic leave entitlement.
- 8.5 The employee can accumulate their entitlement up to a maximum of 260 days. Any unused portion of the first five days entitlement, up to a maximum of 15 days, can be carried over from year to year and will be paid at relevant daily pay, in accordance with the Holidays Act 2003.
- 8.6 The provisions of this clause are inclusive of the special leave provisions of the Holidays Act 2003.
- 8.7 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.
- 8.7.1 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.
- 8.7.2 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. The production of a medical certificate or other evidence of illness may be required.
- 8.8 Sick leave during paid leave.
- When sickness occurs during paid leave, such as annual leave or long service leave, the leave may be debited against the sick leave entitlement, (except where the sickness occurs during the leave following the relinquishment of office) provided that:

8.8.1 the period of sick leave is more than three days and a medical certificate is produced.

8.8.2 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 8.8 and 8.8.1 above apply.

8.8.3 Annual leave or long service leave may not be split to allow periods of illness of three days or less to be taken.

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

8.9 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 employers 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.

9.0 PARENTAL LEAVE

9.1 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), provided that where this clause is more favourable to the employee, the provisions of this clause shall prevail.

9.2 Entitlement and eligibility - Provided that the employee assumes or intends to assume the primary care of the child born to or adopted by them or their partner, the entitlement to parental leave is:

- a) in respect of every child born to them or their partner;
- b) in respect of every child less than 6 years of age, adopted by them or their partner;
- c) 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 to one or more children.

9.3 Length of Parental Leave

- a) Parental leave of up to 12 months is to be granted to employees with at least one year's service at the time of commencing leave.
- b) Parental leave of up to six months is to be granted to employees with less than one year' service at the time of commencing leave.

Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer.

- c) The maximum period of parental leave may be taken by either the employee

exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer.

9.4 In cases of adoption of children of less than five years of age, parental leave shall be granted in terms of clauses 9.2 and 9.3 above, providing the intention to adopt is notified to the employer immediately following advice from the Oranga Tamaki services to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an approved adoption placement shall be provided to the employer's satisfaction.

9.5 Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner or midwife certifying the expected date of delivery. The provision may be waived in the case of adoption.

9.6 The commencement of leave shall be in accordance with the provisions of the Paid Parental Leave and Employment Protection Act 1987.

9.7 An employee absent on parental leave is required to give at least one month's notice to the employer of their intention to return to duty. When returning to work the employee must report to duty not later than the expiry date of such leave.

NOTE: It is important that employees are advised when they commence parental leave that, if they fail to notify the employer of their intention to return to work or resign, they shall be considered to have abandoned their employment.

9.8 Parental leave is not to be granted as sick leave on pay.

9.9 Job protection –

9.9.1 Subject to clause 9.10 below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:

- 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
- d) involving responsibilities broadly comparable to those experience in the previous position.

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

9.9.3 Parental leave shall be recognised towards service-based entitlements, i.e.: annual leave and sick leave. However, parental leave will not contribute to Retiring Gratuities allowance calculations.

9.10 Ability to Hold Position Open

9.10.1 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 Paid Parental Leave and Employment Protection Amendment Act 2002), the employer may fill the position on a permanent basis.

9.10.2 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 9.9.1a) above) is not available, the employer may approve one of the following options:

- a) an extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or
- 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 parental leave as in 9.10.2a) 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 parental leave in terms of 9.10.2a) above for up to 12 months: provided that, if a different position is accepted and within the period of extended parental leave in terms of 9.10.2a), 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 parental leave in terms of 9.10.2a) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 28.0 of this Agreement.

9.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 9.9.1 above, parental leave shall cease.

9.12 Where, for reasons pertaining to the pregnancy, an employee on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to confinement, then the guaranteed proportion of full-time employment after parental leave shall be the same as that immediately prior to such enforced reduction in hours.

9.13 Parental leave absence filled by temporary appointee - If a position held open for an employee on parental leave is filled on a temporary basis, the employer must inform the temporary appointee that their employment will terminate on the return of the employee from parental leave.

9.14 Employees on parental leave may from time to time and by agreement work occasional duties during the period of parental leave and this shall not affect the rights and obligations of either the employee or the employer under this clause.

9.15 Paid Parental Leave – Where an employee takes parental leave under this clause, the employee shall be paid by the employer for a period of fourteen (14) weeks from the commencement of parental leave. The payment shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata if applicable) applicable to the employee for the six weeks immediately prior to commencement of parental leave and shall be less any parental leave payment received by or payable to the employee from public money under the Act.

9.15.1 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) Parental 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 parental 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 employers 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.

10.0 JURY SERVICE/WITNESS LEAVE

10.1 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.

10.2 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).

- 10.3 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.

- 10.4 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.

- 10.5 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.

11.0 LEAVE TO ATTEND MEETINGS

- 11.1 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.

- 11.2 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.

- 11.3 Any remuneration received by the Employee for the period that paid leave was granted shall be paid to the Employer.

12.0 LONG SERVICE LEAVE

- 12.1 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 2.0. 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.

- 12.2 Long Service Leave will be paid for each week of leave on the same basis as annual leave (clause 5.3) 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.

- 12.3 For the purposes of 12.1 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 12.1 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 12.1 above.

- 12.4 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.

12.5 The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.

12.6 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 estate.

13.0 LEAVE WITHOUT PAY

Fulltime or part-time employees are able to take leave without pay each year, 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.

14.0 HEALTH & SAFETY

14.1 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 16.0 of this SECA).

14.2 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.

14.3 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.

14.4 Attention is also drawn to the employer's policies and procedures on health and safety.

14.5 The employer recognizes that to fulfill their function health and safety delegates require adequate training, time and facilities.

14.6 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.

15.0 ACCIDENTS – TRANSPORT OF INJURED EMPLOYEES

15.1 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.

15.2 Where an employee is incapacitated as a result of a work accident, and that employee is on earnings related compensation, then the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This 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.

- 15.3 For non work-related accidents, where the employee requests, the employer shall supplement the employee's compensation by 20% of base salary and this shall be debited against the employee's sick leave up to the extent of the employee's paid sick leave entitlement.

16.0 UNIFORMS, PROTECTIVE CLOTHING & EQUIPMENT

- 16.1 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.

- 16.2 Suitable protective clothing/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 If protective footwear is required (including specific shoes for infection control purposes) an allowance of \$122.79 per annum shall be paid.

- 16.3 Where the employer supplies uniforms, protective clothing and safety wear (footwear, eye protection, gloves, etc), it shall remain the property of the employer and shall be laundered or otherwise cleaned free of charge, and replaced on a fair wear and tear basis. These items will be supplied free of charge to the individual employee. Where suitable laundering/cleaning of uniforms is not practicable an allowance of \$1.50 per day shall be paid to the employee for each working day where a uniform is required to be worn.

- 16.4 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.

17.0 REFUND OF ANNUAL PRACTISING CERTIFICATE & CERTIFICATE OF COMPETENCY FEES

- 17.1 Where an employee is required by law to hold an annual practising certificate, the cost of the certificate shall be met by the employer provided that:

- a) It must be a statutory requirement that a current certificate be held for the performance of duties.
- b) The employee must be engaged in duties for which the holding of a certificate is a requirement.
- c) Any payment will be offset to the extent that the employee has received a reimbursement from another employer.
- d) The Employer will only pay one APC unless there are operational requirements for an employee to maintain multiple APCs.

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

18.0 COMPETENCY EVALUATION

- 18.1 Where the employee requires a professional competency (or like) evaluation to be performed by a recognised and accepted professional organisation for one-off registration or practice certification, or other reason associated with the employer's business, the employer shall refund the employee actual and reasonable expenses.
- 18.2 Where the employee obtains a professional competency evaluation in circumstances other than as a requirement of work, the employer may contribute towards incurred costs
- 18.3 An employee may participate as a panel member in a competency evaluation process at the written request of a recognised and accepted professional organisation for one-off registration or practice certification or other reason associated with the employer's business only with the agreement of the employer. The employer shall refund the employee actual and reasonable expenses.

19.0 PROFESSIONAL ASSOCIATION FEES

- 19.1 Employees will be reimbursed (on presentation of official receipts) the membership fee of no more than one professional association per annum (the NZ Oral Health Association) up to the maximum level of \$250 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.
- 19.2 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.
- 19.3 Reimbursement for Nga Pou Mana Fees will be accessible as per the national funding policy, this will be for a limited time until the funded memberships are allocated/reimbursed and will be available on a first in first served basis.
- If you are eligible, employees are asked to email Nga Pou Mana and send their information and proof of employment status. Membership rolls over on the 1st September 2021.

20.0 PROFESSIONAL DEVELOPMENT, EDUCATION & TRAINING LEAVE

- 20.1 Professional development is a way of valuing staff and is essential to the maintenance and development of a quality and efficient service. Staff maintaining and developing their roles is critical to the delivery of effective client care.
- The allocation of professional development funds/study leave will be agreed prospectively wherever practicable and will be based on the principles of transparency, fairness and consistency.
- Performance appraisals will be conducted annually and will record an agreed professional development plan. Participation in an annually agreed professional development plan mutually beneficial. The plan should:
- a) Link to the employees current position and/or:

- b) Align with the employees career goals;
- c) Align with the strategic direction and/or service plans of the DHB;
- d) Where applicable, assist the employee to meet the regulatory requirements to maintain professional competence.

The organisation's training and professional development process 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.

The parties acknowledge that monitoring of the application of these provisions is of mutual interest and arrangements shall be in place locally to ensure that these principles are consistently applied and that the needs of each party are met.

Employees seeking CPD shall apply in writing to their service manager using the approved form. Wherever practicable the service manager will respond to the employee within one week whether the application has been approved, and that an approval process shall apply that ensures timeliness of decision-making. In the event of the application being declined the employee may appeal the decision to the professional advisor.

Where funding is applied for that is external to the service i.e. professional development fund, the applicable timeframes and associated processes will apply.

Time for preparation for an employee who is required to present at meetings or in-service training shall be provided within the employee's ordinary hours of work by prior agreement.

On occasions where the employee is required by the employer to attend CPD on a day that would not otherwise be a normal working day a study day may be taken on an alternative day that would otherwise have been a normal working day.

21.0 POLICIES AND PROCEDURES

21.1.1 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.

21.1.2 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.

22.0 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.

23.0 TRAVELLING EXPENSES AND INCIDENTALS

- 23.1 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.
- 23.2 Employees who are instructed to use their motor vehicles on employer business shall be reimbursed in accordance with the IIRD mileage rates as promulgated from time to time.

- 23.3 General: In circumstances not addressed by this clause, any expenses incurred on behalf of the employer shall be reimbursed in accordance with individual DHB policies.

23.4 Transport For Dental Therapists Travelling Between Clinics

Dental Therapists required to travel more than five kilometres past their principal clinic (the clinic where the therapist works most of the time) shall be paid a travel allowance at the rate promulgated from time to time by the Inland Revenue Department.

23.5 Relocation Expenses

Each employee shall have a designated work site. A designated work site shall be either the base site for the service the employee is deployed to or the workplace the employee spends the majority of their work time at.

Where an employee is relocated to the same position in a new location and extra travelling is involved, a (taxable) relocation allowance shall be paid for up to 12 months. Calculation of the allowance is: 18.9 cents for each kilometre being the distance between the previous work place and the new work place for each working day up to a maximum of 240. The per kilometre cost is based on the Automobile Association calculation for vehicle running costs. This amount will be reviewed annually on 1 July and adjusted to reflect any increase arrived at by the AA.

The relocation allowance may be paid as a lump sum or according to any other mutually agreed arrangement. Where it is agreed that the relocation allowance shall be paid as a lump sum, in the event that the employee leaves the employment of Waitematā District prior to the expiry of the 12 month period for which the allowance applies (i.e. 12 months after relocation), the employee shall repay the relocation allowance on a pro-rated basis.

24.0 INDEMNITY INSURANCE

- 24.1 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.

- 24.2 Employees will not be covered where such claim, action or proceeding arises from any wilful 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.

- 24.3 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.

25.0 EMPLOYEE ACCESS TO PERSONAL INFORMATION

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

26.0 SUPERANNUATION

Unless an employee is already receiving an employer contribution to an alternate superannuation scheme, the employer will make contributions to the employees KiwiSaver scheme in accordance with the KiwiSaver Act.

27.0 WORKING BETTER TOGETHER

- 27.1 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.

27.2 Union Meetings

- 27.2.1 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.

- 27.2.2 The union shall give the employer at least 14 days' notice of the date and time of any meeting to which sub-clause 27.2.1 of this clause applies.

- 27.2.3 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.

- 27.2.4 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.

- 27.2.5 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.

27.3 Delegates/Union Workplace Representatives

- 27.3.1 Delegate means an employee, who is nominated by the employees who are covered by this CEA, and who is elected to act on the APEX's behalf. The managers shall be advised of the delegates' names.

27.3.2 The employer accepts that elected delegates are the recognised channel of communication between the union (APEX) and the employer in the workplace.

27.3.3 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.

27.3.4 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.

27.4 Leave to Attend Employment Relations' Education Leave

27.4.1 The Employer 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.

27.4.2 EREL: the number of days education leave granted

FTE number of APEX members covered by this agreement	Days per annum
1-5 FTEs	3 days
6-50 FTEs	5 days
51-280	1 day per 8 FTE

27.4.3 APEX shall send a copy of the programme for the course and the names of employees attending, at least 21 consecutive days prior to the course commencing.

27.4.4 The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.

27.5 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.

28.0 CONSULTATION, CO-OPERATION AND MANAGEMENT OF CHANGE

28.1 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 the 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.

28.2 Management of Change

28.2.1 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.

28.2.2 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.

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

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

28.2.5 Prior to the commencement of any significant change to staffing, structure or work practices, the employer will identify and give reasonable notice to employees who may be affected and to APEX to allow them to participate in the consultative process so as to allow substantive input.

28.2.6 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.

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

28.3 Participation

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.

28.3.1 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.

28.3.2 However, the final decision shall be the responsibility of the employer.

28.3.3 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.

28.4 Staff Surplus

28.4.1 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 28.4.4 below shall be invoked and decided on a case by case basis in accordance with this clause.

28.4.2 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).

28.4.3 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 availability of alternative positions in the District.
- On request the Union representative will be supplied with relevant additional information where available.

28.4.4 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 minimize the use of severance. When severance is included, the provisions in subclause 28.4.9 will be applied as a package.

28.4.5 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.

28.4.6 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.

28.4.7 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 equalization 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.

28.4.8 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, etc.

28.4.9 Severance

Payment will be made in accordance with the following:

- a) "Service" for the purposes of this subclause means total aggregated service with the Waitematā District, its predecessors or any other DHB, but excludes any service with any District/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 District/DHBs or their predecessors.

Employees who commenced employment with the current employing DHB prior to 1 October 2008, will retain pre-existing severance provisions (contained in Collective Agreements applying immediately prior to this SECA), 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 12months' 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) If the employee has ten or more year's service, the full retiring gratuity as set out in the scale contained in the retirement gratuity schedules shall be paid.
- g) Employees with not less than eight years service but less than ten years service shall be paid two weeks' basic salary (T1 rate only). Employees with not less than five years service but less than eight years service, shall be paid one week's basic salary (T1 rate only).
- h) Outstanding annual leave and long service leave may be separately cashed up.
- i) 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.

28.4.10 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

28.4.11 Counselling

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

28.4.12 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.

28.4.13 Employee Protection Provisions

The parties acknowledge that Section 69M of the Employment Relations Act 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. Clause 28.2 Management of Change and Clause 28.4.12 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.

28.4.14 Transfer Expenses

- (a) Transfer expenses are payable to an employee when agreement has been reached between the employee and the employer prior to accepting an appointment or transfer within Waitemata District.
- (b) Transfer expenses shall include actual and reasonable expenses incurred in the transfer of the employee, the employee's family and the employee's furniture and effects to the new locations, and any other expenses arising from the transfer.

28.5 Retiring Gratuities

a) For the purposes of establishing eligibility for a gratuity, total service may be aggregated, whether this be part-time or full-time, or a combination of both at different periods. Part-time service is not to be converted to its full-time equivalent for the purpose of establishing eligibility. Where part-time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.

b) Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a

- marriage contract has been made or who is in a de facto relationship.
- c) The employer shall, in exceptional circumstances, consider approving the payment of half or all of the normal entitlement to those employees who leave the service of Waitemata District after 10 years service. Such exceptional circumstances shall include, but not be limited to, sickness or retirement. See schedule for conditions on medical grounds but would not normally include resignation to take up other employment payments.
- d) The calculation of a gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
- e) For the purposes of calculating the amount of gratuity which the employer may pay the rate of pay on retirement shall be the basic rates of salary or wages.
- f) An employee who is granted leave without pay and who remains in the service of the employer, will, on retirement, have such leave aggregated with other service for gratuity purposes.
- g) Notice requirements for retirement are specified in employer policies.

Scale Of Maximum Gratuities	
Period of Total Service	Maximum Gratuity Pay Entitlement during these Consecutive Days
Not less than 10 years and less than 11 years	31 Days
Not less than 11 years and less than 12 years	35 Days
Not less than 12 years and less than 13 years	39 Days
Not less than 13 years and less than 14 years	43 Days
Not less than 14 years and less than 15 years	47 Days
Not less than 15 years and less than 16 years	51 Days
Not less than 16 years and less than 17 years	55 Days
Not less than 17 years and less than 18 years	59 Days
Not less than 18 years and less than 19 years	63 Days
Not less than 19 years and less than 20 years	67 Days
Not less than 20 years and less than 21 years	71 Days
Not less than 21 years and less than 22 years	75 Days
Not less than 22 years and less than 23 years	79 Days
Not less than 23 years and less than 24 years	83 Days
Not less than 24 years and less than 25 years	87 Days
Not less than 25 years and less than 26 years	92 Days
Not less than 26 years and less than 27 years	98 Days
Not less than 27 years and less than 28 years	104 Days
Not less than 28 years and less than 29 years	110 Days
Not less than 29 years and less than 30 years	116 Days
Not less than 30 years and less than 31 years	123 Days
Not less than 31 years and less than 32 years	129 Days
Not less than 32 years and less than 33 years	135 Days
Not less than 33 years and less than 34 years	141 Days
Not less than 34 years and less than 35 years	147 Days
Not less than 35 years and less than 36 years	153 Days
Not less than 36 years and less than 37 years	159 Days



Not less than 37 years and less than 38 years	165 Days
Not less than 38 years and less than 39 years	171 Days
Not less than 39 years and less than 40 years	177 Days
Not less than 40 years	183 Days

NB: Gratuity equates to the pay that would be earned in the period of consecutive (including non-working) days.

Retiring Gratuities Recognition of Service

- i. For all employees engaged before 01 July 1992 –The employer shall pay a retiring gratuity to staff retiring from the DHB who have had not less than 10 years' service with the employing DHB, with that DHB and one or more other DHBs and with one or more of the following services: the Health Service, the Public Service, the Post Office, N.Z. Railways, or any University in New Zealand.
- ii. For employees engaged after 01 July 1992 and prior to 01 August 1999 -Provided that for employees engaged after 1 July 1992 only service with the Health Service (CHES, HHSs and subsidiaries, Area Health Boards, Hospital Boards or Health Service Community Trusts, Public Health Commission, RHA) shall be recognised.
- iii. For employees engaged after 01 August 1999 - Providing also that for employees engaged after 1 August 1999 only service with Waitemata Health Ltd/DHB/ District shall be recognised.
- iv. The employer shall, in exceptional circumstances, consider approving the payment of half or all of the normal entitlement to those employees who leave the Districts service after 10 years service. Such exceptional circumstances shall include, but not be limited to, sickness or retirement on medical grounds but would not normally include resignation to take up other employment.
- v. The employer agrees to explore the accessing of retiring Gratuity days prior to the date of actual retirement on a case by case basis.

29.0 ENDING EMPLOYMENT

29.1 Notice Period

- 29.1.1 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.

- 29.1.2 This shall not prevent the employer from summarily dismissing any employee without notice for serious misconduct or other good cause in accordance with the employers disciplinary procedures and/or rules of conduct.

29.2 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.

30.0 HARASSMENT PREVENTION

30.1 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 31.0 Employment Relationship Problems. Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence, and other forms of intimidating behaviour.

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

31.0 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 organiser to get advice or assistance.

Representation

At any stage APEX members are entitled to have appropriate APEX representation working on their behalf. The employer will work with the employee and APEX to try and resolve the problem. The employer can also choose to have a representative working on its behalf.

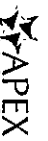
Mediation Services

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 organiser/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 organiser 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 relation 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 organiser can help with this process. Once the employer knows of the employee's grievance, the employer is able to respond to the expressed concerns.

32.0 VARIATION TO COLLECTIVE AGREEMENT

This Agreement may be varied in writing by the signed agreement between the employer and the APEX, subject to their respective ratification processes. Any variation will apply only to those employees directly affected. Employees are "directly affected" only if their terms of employment will be altered as a result of the proposed variation. At the time of entering into this agreement, the employer' ratification process requires the signature of all employer parties.

33.0 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.

34.0 NON-WAIVER UNDERSTANDING


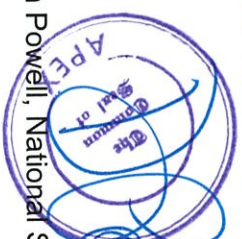
Failure by either party to enforce any right or obligation with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to that matter, or any other matter, either then or in the future.

35.0 TERM OF DOCUMENT

This agreement shall be deemed to have come into force on 9 March 2024 and shall expire on 8 March 2026.

Dated: 26 June 2024

Signed:



Dr Deborah Powell, National Secretary
APEX

Dated:

Signed:


Fepulea'i Margie Apa
Chief Executive
Health New Zealand/Te Whatu Ora

Schedule 1 – Descriptions of Dental Therapist Hours of Work Categories

ORDINARY HOURS OF WORK FOR DENTAL THERAPISTS AND CLINICAL TEAM LEADERS.

The following provisions apply to Dental Therapists and Clinical Team Leaders who are based in school dental clinics.

- a) The category of employment, that is, the number of weeks an employee is employed, shall be negotiated upon employment. The ordinary hours of work for Dental Therapists and Clinical Team Leaders shall be 35 hours and 25 minutes each week to be worked on not more than five (5) duties between 8.00 am and 4.15 pm daily from Monday to Friday inclusive. Provided that, where Dental Therapists are agreeable, clinics may open on Saturdays (maxi-clinics only) and Therapists may be available for promotions at weekend events. Hours worked on a Saturday will be paid as overtime. These hours can be worked flexibly provided the Dental Therapist works during the core hours of 8.30 am and 3.35 pm with between 30 minutes and one hour off for lunch each day. Flexible working hours shall be at Dental Therapists discretion, provided that 7 hours and 5 minutes is worked per day.

Subject to (a) above:

Category 1

Dental Therapists and Clinical Team Leaders shall work 1,846 hours per annum inclusive of annual leave (25 working days). Annual leave provisions of Clause 5.3 shall apply.

Category 2

Dental Therapists shall work 1,768 hours per annum inclusive of annual leave (24 working days). A total of forty five weeks of the year, excluding annual leave, shall be worked time during all of school term with the balance worked during school holiday time. Annual leave provisions of Clause 5.3 shall apply.

Category 3

Dental Therapists shall work 1,647 hours per annum inclusive of annual leave (22 working days). A total of forty two weeks of the year, excluding annual leave, shall be worked during school term time. In years where the school term is less than 42 weeks the balance will be worked during school holiday time. Annual leave provisions of Clause 5.3 shall apply.

Category 4

Dental Therapists shall work 1,569 hours per annum inclusive of annual leave (21 working days). A total of forty weeks of the year, excluding annual leave, shall be worked during school term. Annual leave provisions of Clause 5.3 shall apply.

Dental Therapists may with the agreement of School Dental Service Management elect to work up to 2 weeks during a period they would otherwise not be working. This period worked can be offset against a specified equivalent time later in the year. This agreement will be made in writing recording the actual number of days and will include specified standards for volume and outputs. Location for additional work shall be at School Dental Service Management's discretion. No additional compensation

for travel shall be incurred.

NB. No new staff are to be employed within categories 2, 3 or 4 from 20 June 2003.

Category 5

Dental Therapists shall work 1,608 hours per annum inclusive of annual leave (21.5 working days). A total of forty one weeks of the year, excluding annual leave, shall be worked during school term. Annual leave provisions of Clause 5.3 shall apply.

HOURS OF DENTAL THERAPISTS NOT IN SCHOOL SETTINGS

The hours of work, and related provisions, for Dental Therapists who are based in settings other than school dental clinics shall be negotiated between those Therapists, APEX and the Employer. The basis for such negotiations shall be that hours of work must meet client and service needs but shall not otherwise disadvantage the Therapists concerned relative to other Therapists.

Schedule 2

Recognition Steps – Progression Process

Principles

1. The recognition steps facilitate progression that many employees naturally seek in the course of their work. It is designed to enable employees to utilise their expertise as a formal part of their practice, while enhancing service delivery and fostering continued development and growth through the process of agreed objective setting and delivery
2. For this reason, it is anticipated that, where reasonable and agreed, an employee may be able to progress the objectives required for recognition progression during work time.
3. To be Eligible for Salary Progression:
 - a) An employee may initiate the recognition process immediately after moving to the qualifying step (e.g. Step 8 to progress to Step 9, Step 9 to progress to Step 10). Progression will not occur until the employee has been on the qualifying step for at least a year. An employee must be on Step 8 (APS) before they can move to Recognition Step 9 or must be on Recognition Step 9 to move to Recognition Step 10.
 - b) Demonstrates innovation, excellence, leadership, and/or specialist skills and knowledge in their contribution to service. This could include, but is not limited to:
 - i. At least two years working in an area of specialisation or advancing practice.
 - ii. Recognised by other staff as becoming expert in at least one area of clinical or cultural skills and approached as a resource and teacher (with appropriate evidence)
 - iii. Evidence of involvement in quality and improvement initiatives or audit activity.
 - iv. Evidence of involvement in research, presenting at conferences or authoring work.
 - v. Agreed postgraduate study.
 - c) Has had a satisfactory performance appraisal (or equivalent) within the last 12 months.
 - d) Is undertaking clinical work at the level expected as described in the GEPP document at the applied for salary step. Link: Draft Guidelines for Expectations of Professional Practice of Allied Health, Scientific and Technical Professionals (GEPP) 2023.
 - e) Has achieved agreed objectives linked to Guidelines for Expectation of Professional Practice at relevant level.
 - f) Is contributing to the wider organisational goals, the team, the service, the locality, or the system in general.
4. An employee can progress to the Recognition Step at any time throughout the year (once criteria is met), i.e., they do not need to wait for their anniversary date. However, only one step movement can be made annually.
5. The criteria for progression to each recognition step are as follows:
 - a) To access Recognition Step 1 (Step 9 of the Degree-based scale) an employee must select and complete objectives across no fewer than two domains ensuring that cultural safety and Te Tiriti principles are woven into objectives. Objectives must be chosen from the “Further Developing Knowledge & Skills” or further Stage of Development.

Schedule 3 Dental Therapist Salaries

Dental/Oral Health Therapists – with effect from 9 March 2024

		Category 1	Category 2	Category 3	Category 4	Category 5
Step	Divisor:	1846	1768	1647	1569	1608
Recognition step 10	\$113,000	\$99,999	\$95,774	\$89,219	\$84,994	\$87,106
Recognition step 9	\$110,000	\$97,344	\$93,231	\$86,850	\$82,737	\$84,794
Additional Progression Step 8	\$107,000	\$94,689	\$90,688	\$84,482	\$80,481	\$82,481
Step 7	\$104,466	\$92,447	\$88,541	\$82,481	\$78,575	\$80,528
Step 6	\$101,741	\$90,035	\$86,231	\$80,330	\$76,525	\$78,427
Step 5	\$97,246	\$86,058	\$82,421	\$76,781	\$73,144	\$74,962
Step 4	\$91,644	\$81,100	\$77,673	\$72,357	\$68,931	\$70,644
Step 3	\$86,045	\$76,145	\$72,928	\$67,937	\$64,719	\$66,328
Step 2	\$80,442	\$71,187	\$68,179	\$63,513	\$60,505	\$62,009
Step 1	\$74,842	\$66,231	\$63,433	\$59,091	\$56,293	\$57,692

Designated salaries will be pro-rated on the same basis: ((Full rate / 2086) * applicable annual divisor)



Dental/Oral Health Therapist Salary – additional categories with effect from 9 March 2025

		Category 1	Category 2	Category 3	Category 4	Category 5
Step	Divisor:	1846	1768	1647	1569	1608
Recognition Step 10	\$116,390	\$102,999	\$98,647	\$91,896	\$87,544	\$89,720
Recognition Step 9	\$113,300	\$100,265	\$96,028	\$89,456	\$85,219	\$87,338
Additional Progression Step 8	\$110,210	\$97,530	\$93,409	\$87,016	\$82,895	\$84,956
Step 7	\$107,600	\$95,220	\$91,197	\$84,956	\$80,932	\$82,944
Step 6	\$104,793	\$92,736	\$88,818	\$82,739	\$78,821	\$80,780
Step 5	\$100,163	\$88,639	\$84,894	\$79,084	\$75,338	\$77,211
Step 4	\$94,393	\$83,533	\$80,003	\$74,528	\$70,998	\$72,763
Step 3	\$88,626	\$78,429	\$75,115	\$69,975	\$66,661	\$68,318
Step 2	\$82,855	\$73,322	\$70,224	\$65,418	\$62,320	\$63,869
Step 1	\$77,087	\$68,218	\$65,335	\$60,864	\$57,982	\$59,423