



and

Health New Zealand **Te Whatu Ora**

Clinical Physiology

Collective Agreement

16 September 2024 to 31 May 2026

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PART ONE – APPLICATION OF COLLECTIVE AGREEMENT

1.0 THE PARTIES TO THIS COLLECTIVE AGREEMENT

- a) Health New Zealand - Te Whatu Ora
(Hereinafter referred to as the "employer")
- b) The Association of Professionals and Executive Employees (hereinafter referred to as the "union" or APEX).

1.1 NEW EMPLOYEES

The parties agree that any employee, whose work is covered by this Agreement and who is engaged by the employer between the dates this collective agreement comes into effect and the expiry date shall be offered in writing the opportunity for this collective to apply to them by becoming a member of APEX. 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 collective agreement.

Any new employee to whom this Agreement applies by virtue of the operation of this subclause shall be deemed covered by this Agreement, subject to the provisions of the Employment Relations Act 2000.

1.2 EXISTING EMPLOYEES

Existing employees who are covered by the coverage clause of this Agreement may become union members at any time. Employees shall, from the date of becoming union members, be bound by all the benefits and obligations relating to employees under this Agreement.

1.3 COVERAGE

All employees employed as Clinical Physiologists, Clinical Physiology Technicians, ECG Technicians and employees employed as trainees undergoing training as Clinical Physiologists, Clinical Physiology Technicians or ECG Technicians, and any employee employed as above who may from time to time use a different title in the following Districts:

Waitematā, Auckland, Counties-Manukau, Bay of Plenty, Waikato, Lakes, Taranaki, Hawke's Bay, MidCentral, Hutt Valley, Capital & Coast, Nelson-Marlborough, Canterbury, South Canterbury, and Southern.

1.4 Additional Districts

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

2.0 INTERPRETATIONS

In this Agreement, unless the context otherwise requires:

Advanced Practice Position means a position established by the employer to meet the service needs for advanced clinical/technical practice under clauses 5.1.5 of this Agreement.

Provisional (Trainee) Clinical Physiology Technician means an employee who is studying towards the recognised CPM qualification*.

Clinical Physiology Technician means an employee who holds the recognised CPM qualification or equivalent*.

Charge Clinical Physiology Technician means a clinical physiology technician who is appointed to be in charge of the performance and administration of a team of physiology technicians and may manage the related budget.

Clinical Physiologist means an employee who holds a relevant post-graduate qualification or equivalent and meets the minimum standards as set by the appropriate professional body in the discipline in which the employee practices*.

Charge Clinical Physiologist (Team Leader) means a clinical physiologist who is appointed to this position and holds responsibility/ oversight of the clinical and scientific practice and performance of clinical physiologists within a department or service +/- budgetary responsibility within a service or department.

Designated Clinical Physiology Technician means a clinical physiology technician who is appointed to formally established positions involving advanced practice, clinical leadership or management/administrative responsibilities.

ECG Technician means an employee employed to undertake basic electrocardiography and/ or spirometry who does not hold registration with the recognised registration board.

Section Head is an employee who is appointed to a section head position and has the responsibility for providing technical expertise/ supervisory clinical oversight and training for a designated specialty area, within a department or service, and who may act as a primary resource for other health care professionals.

District in the context of Health New Zealand - Te Whatu Ora 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).

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

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

* Note: the definitions with the * above will have the following appended to the definition if registration becomes mandatory during the term of this Agreement: "...and holds he relevant registration with the recognised registration body."

hours of work clause. Any wages and benefits will be pro rata according to the hours worked unless specifically stated otherwise in this Agreement.

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 and has no expectation of ongoing employment. 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.

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

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.

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

Service means the current continuous service with the employer and its predecessors, (District Health Boards, Hospital and Health Services, Crown Health Enterprises, Regional Health Authorities, Health Funding Authority, Area Health Boards and Hospital Boards), except where otherwise defined in the applicable clause. As of the 1 November 2007, service 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.

Emergency Circumstance means a natural disaster or civil emergency.

PART TWO – PROVISIONS RELATING TO HOURS OF WORK

3.0 HOURS OF WORK

Preamble

The employer will take all practical steps to prevent harm occurring to employees from the way work is organised. In particular the employer will monitor on call arrangements and the frequency and duration of call outs and shall take this into account when considering an employee's continued fitness to work safely during normal hours of work. If possible fatigued employees shall be authorised to not attend duty or finish their normal duty early without loss of pay for any period of authorised absence.

- 3.1 Unless as provided for in 3.1.1, 3.1.2 or 3.1.3, ordinary hours of work shall be 40 per week and not more than eight hours per day with two consecutive days off. Each daily duty shall be continuous except for meal periods and rest breaks. Provided, however, that in emergency circumstances, the Employer may require an employee to work at other times and for periods other than those specified.
 - 3.1.1 Alternatively, ordinary weekly hours of work shall be 80 per fortnight and not more than 8 hours per day with four days off in every 14. No more than 6 consecutive days shall be worked without 1 day off and the other three days off shall be consecutive. Each daily duty shall be continuous except for meal periods and rest breaks.
 - 3.1.2 Alternatively, ordinary weekly hours of work shall be 80 per fortnight and not more than 8 hours per day with 4 days off in any 14 day period. The days off shall consist of 2 periods of 2 consecutive days each. No more than 10 consecutive days shall be worked at any one time. Each daily duty shall be continuous except for meal periods and rest breaks.
 - 3.1.3 Alternatively, ordinary weekly hours of work shall be 40 per week in 4 consecutive 10 hour days. Employees employed under this provision shall not be paid overtime until they have worked 10 hours per day or 40 hours per week. Each daily duty shall be continuous except for meal periods and rest breaks.
- 3.2 Current employees can only have their hours of work altered by agreement. Employees agreeing to alter their hours of work to those specified under 3.1.1, 3.1.2 or 3.1.3 shall be required to record their agreement in writing. Where any proposed alteration affects the established roster, agreement must be gained from 70% of the affected employees.
- 3.3 Employees have the right to seek the advice of their union or to have the union act on their behalf before signing any such agreement.
- 3.4 Rosters will be notified to those involved not less than 28 days prior to the commencement of the roster provided that less notice may be given in exceptional circumstances.
- 3.5 The normal working week shall commence on Monday at the normal starting time of the employer.
- 3.6 For the purpose of calculating pay, the working week shall end at midnight Sunday/Monday. When a major part of the shift falls on a particular day, the whole shift shall be regarded as being worked on that day.
- 3.7 Flexible Working

In accordance with Part 6AA (Flexible Working) of the Employment Relations Act, an employee may request a change to their work pattern either for a fixed period, for example (but not limited to) while pregnant, or permanently. This may be supported by advice from a health professional. Arrangements are to be agreed between the line manager and employee. If the advice of the health professional recommends a change to their work pattern, shifts worked or number of hours, this will be taken into consideration by the employer.

3.8 Changing Time

Where an employee is required by the employer to wear a particular uniform or set of clothing on duty and is not permitted by the employer to wear that uniform/clothing other than within the precincts of the workplace, the employee shall be allowed a period of six minutes, both at the start and end of each duty, as changing time.

4.0 MEAL PERIODS AND REST BREAKS

4.1 Except when required for urgent or emergency work and except as provided in 4.2 no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.

4.2 An employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time.

4.3 Except where provided for in 4.2 an employee unable to take a meal after five hours' duty shall be paid at overtime rates from the expiry of five hours until the time when a meal can be taken.

4.4 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 \$1.48 per week in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay.

4.5 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.

PART THREE – RATES OF REMUNERATION

5.0 APPLICATION OF ALL SALARY SCALES

5.1 Salary Scale

5.1.1 Progression - Core Scale

- (a) For steps 1 – 7 inclusive, progression will occur by annual increment at anniversary date.
- (b) Core Scale

Clinical Physiologists

Step	Pay Equity Rate 1-Jun-23	03-Jun-24	02-Jun-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

5.1.2 Progression – Additional Progression Step

- (a) Unless otherwise provided in Schedule 1, 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 5.1.2(b) 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.

5.1.3 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 3 to this Agreement.

5.1.4 Progression – Designated Positions

- (a) These are positions that have been formally established as Designated Positions by the employer. Designated Positions are positions commonly involving both advanced clinical/technical practise /leadership and/or management responsibilities. Holders of Designated Positions usually have job titles, for example, Team Leader, Section Head, or Professional Advisor and appointment normally occurs after advertising of the position.
- (b) Following ratification of this agreement parties agree to undertake a review of the roles undertaken by employees who are in roles in the merit range of the previous CAs but who were not in identified designated positions. This review will determine whether the role the individual is undertaking is in fact properly classified as a designated position. The process is as set out in the terms of settlement of this Collective Agreement.
- (c) The employer will determine the appropriate band for a Designated Position having regard to the duties, responsibilities and scope of the position relative to other positions with the employer, including those that translated onto the Designated Scales as a result of the Allied Pay Equity settlement. The parties acknowledge that Health New Zealand intend to introduce a common job sizing methodology for Designated positions to assist in determining appropriate allocation to a Designated band. The parties acknowledge that Health New Zealand will engage with APEX throughout this process.
- (d) 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.

- (e) Movement between designated salary scale grades shall only be on the basis of appointment to a higher graded position.
- (f) Designated Positions:

Designated Band	Step	Pay Equity Rate	3-Jun-24	2-Jun-25
		1-Jun-23		
Designated F	4	\$142,000	\$147,000	\$151,410
	3	\$138,000	\$143,000	\$147,290
	2	\$134,000	\$139,000	\$143,170
	1	\$130,000	\$135,000	\$139,050
Designated E	3	\$130,000	\$135,000	\$139,050
	2	\$127,000	\$132,000	\$135,960
	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

5.1.5 Where an employee is required to undertake advanced clinical/technical practice in accordance with the criteria set out in Schedule 7, leadership and / or management responsibilities, they shall be able to progress beyond the maximum step specified in clause 5.1.2. The employer will determine the appropriate salary and range within the scale for such employees, based on the duties, responsibilities and scope of their role having regard to the above.

5.1.6 **Recognition of Advanced Cardiac Physiology qualifications**

A Clinical Physiologist who holds the following qualification/certification will be paid a minimum of step 9:

- a) Cardiac Electrophysiology Institute of Australasia (CEPIA) Graduate Diploma of Cardiac Electrophysiology
- b) International Board of Heart Rhythm Examiners (IBHRE) certification:



- i) Cardiac Device Specialist (CCDS) or
- ii) Electrophysiology Specialist (CEPS)
- c) North American Society of Pacing and Electrophysiology (NASPE) certification
- d) British Heart Rhythm Society (BHRS) certification

Recognition progression to step 10 continues.

5.2 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 take into account the placement of current employees employed in the same role.

For appointments to Advanced Practice or Specialist Clinical roles, the guidance in 5.1.5 and Schedule 7 must be taken into consideration.

5.3 Clinical Physiology Technicians

Designated Clinical Physiology Technician:

Step	1-Jun-23	3-Jun-24	2-Jun-25
Designated 4	\$91,000	\$95,000	\$97,850
Designated 3	\$87,629	\$91,629	\$94,378
Designated 2	\$85,077	\$89,077	\$91,749
Designated 1	\$82,599	\$86,599	\$89,197

Clinical Physiology Technician:

Step	1-Jun-23	3-Jun-24	2-Jun-25
5	\$80,193	\$84,193	\$86,719
4	\$76,374	\$80,374	\$82,785
3	\$72,373	\$76,373	\$78,664
2	\$69,273	\$73,273	\$75,471
1	\$65,975	\$69,975	\$72,074

Progression:

Progression will occur by annual increment at anniversary date.

5.4 Electrocardiograph (ECG) Technicians

Step	1-Jun-23	3-Jun-24	2-Jun-25
5	\$72,373	\$76,373	\$78,664
4	\$69,273	\$73,273	\$75,471
3	\$65,975	\$69,975	\$72,074
2	\$62,833	\$66,833	\$68,838
1	\$59,842	\$63,842	\$65,842

Progression:

Progression will occur by annual increment at anniversary date.

5.5 PART TIME EMPLOYEE RATES

A part time employee shall be paid a rate of salary representing the proportion of the salary payable in respect of full time employment in the appointment occupied by the employee that the number of hours during the week bears to 40.

5.6 SALARY INCREMENTS WHILE ON STUDY LEAVE

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

5.7 MISCELLANEOUS CONDITIONS RELATING TO SALARIES

No deduction other than such as may be agreed upon between the employer and the employee shall be made from the wages of any employee except for time lost by the employee through sickness, accident or default, or in the event of an overpayment as provided for by the Wages Protection Act.

Except by mutual agreement, salaries, including overtime, shall be paid not longer than fortnightly intervals and during working hours or by direct credit.

5.8 ANNUAL REVIEW PROVISIONS

Any Employee party to this Agreement shall be entitled to a review of his/her salary no less frequently than 12 monthly. Any increase in salary arising from this review shall be effective from the review date.

5.9 SHIFT COORDINATOR ALLOWANCE

From 3 June 2024 an allowance of \$24 per shift will be payable to Renal clinical physiologists where:

- (i) they are assigned to a shift coordinator role for their department or team for the duration of the shift (excluding breaks), and
- (ii) The shift is at least eight hours in duration.

6.0 OVERTIME & PENAL RATES

Note: Specific provisions contained in Schedule 6 shall apply to Renal Technicians/Physiologists.

6.1 Definitions

For calculation purposes, the normal hourly rate shall be one two thousand and eighty-sixth (2086) part, correct to three decimal places of a dollar, of the yearly rate of salary payable.

Overtime is time worked in excess of:

- a) eight hours per day or the rostered duty whichever is greater or
- b) 80 hours per two week period

Provided that such work has been authorised in advance. This clause shall not apply to employees working alternative hours of work.

6.2 Overtime

Subject to 6.4, overtime shall be paid at the following rates. In computing overtime each day shall stand alone.

6.2.1 Overtime worked on any day (other than a public holiday) from midnight Sunday/Monday to midnight on the following Friday shall be paid at one and one half times the normal hourly rate of pay (T1.5) for the first three hours and at double the normal hourly rate of pay (T2) thereafter.

6.2.2 Overtime worked from 2200 until the completion of a rostered night duty Sunday to Friday, or from midnight Friday to midnight Sunday/Monday, or on a public holiday shall be calculated at double the ordinary rate (T2).

6.3 Penal Rates

Subject to clause 6.4 penal time shall be paid at the following rates **in addition to normal salary:**

6.3.1 Weekend rate - applies to ordinary time (other than overtime) worked after midnight Friday/Saturday until midnight Sunday/Monday shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay.

6.3.2 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.

6.3.3 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.

6.4 Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours, the higher rate will apply.

6.5 Minimum Breaks

- 6.5.1 A break of at least nine (9) continuous hours must be provided wherever possible between any two qualifying periods of work. Except that if a ten (10) hour duty has been worked then a break of twelve (12) consecutive hours must be provided wherever possible.
- 6.5.2 The qualifying periods of work for the purposes of this clause are:
- a) Periods of normal rostered work; or
 - b) Periods of overtime that are continuous with a period of normal rostered work; or
 - c) A duty, including any overtime worked either as an extension or as a separate duty; or
 - d) Call-back where eight (8) hours or more are worked continuously.
- 6.5.3 This requirement to provide a break wherever possible applies whether or not any additional payment will apply under the provisions of this clause.
- 6.5.4 If a break of at least nine (or twelve) continuous hours cannot be provided between periods of qualifying duty, the duty is to be regarded as continuous until a break of at least nine (or twelve) continuous hours is taken and it shall be paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime that precedes it.
- 6.5.5 The additional payment provisions of this clause will not apply in any case where the result would be to give an employee a lesser payment that would otherwise have been received.
- 6.5.6 Time spent off duty during ordinary hours solely to obtain a nine (or twelve) hour break shall be paid at ordinary time rates. Any absence after the ninth (or twelfth) continuous hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.
- 6.5.7 If a call back of less than a full shift is worked between two periods of duty of a full shift or more a break of nine continuous hours must be provided either before or after the call back. If such a break has been provided before the call back it does not have to be provided afterwards as well. Except that if time is spent working as a result of a call-back between the hours of 2300 and 0500 hours, a nine (or twelve) hour break after the call back is completed must be provided.
- 6.5.8 If, despite any break provided, the employee considers they are still too fatigued to return to work and work safely then they shall raise this with their immediate manager and arrangements shall be agreed to address and mitigate the personal and professional risks associated with this situation. These arrangements may include not being required to work the balance of their rostered shift without deduction or loss of pay.

7.0 ON CALL/ ON CALL ALLOWANCE

7.1 On Call Allowance

An employee who is instructed to be on call during normal off duty hours, shall be paid an on call allowance of \$8.00 per hour except on Public Holidays when the rate shall be \$10.00

7.1.1 Where the employer requires the employee to participate in an on-call roster, at the discretion of the employer:

- a) A cellphone shall be made available by the employer to the employee for the period of on-call duty, at no expense to the employee, OR
- b) Half the cost of a single telephone rental shall be reimbursed to the employee by the employer and a long-range locator (or similar electronic device) shall be made available to the employee for the period of on-call duty at no expense to the employee.

7.2 Call Back

7.2.1 Call-back is to be paid at the appropriate overtime rate for a minimum of three hours, or for actual working and travelling time, whichever is the greater, when the employee:

- a) is called back to work after completing the day's work or duty, and having left the place of employment; or
- b) is called back before the normal time of starting work and does not continue working until such normal starting time, except that:
 - (i) Call-backs commencing and finishing within the minimum period covered by an earlier call-back shall not be paid for.
 - (ii) 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.

7.2.2 Where an employee is called back to duty outside his/ her normal hours of work, the employee shall be either provided with transport or they shall be reimbursed in accordance with Clause 35.

7.2.3 In circumstances where an employee would normally be called back to work but is able to resolve the matter without doing so, by way of telephone or logging into the employer's computer systems, the employee shall be paid at the appropriate overtime rate for a minimum of two hours or for the length of the telephone/computer call and any associated work, whichever is longer, except that:

- (i) Telephone/computer calls commencing and finishing within the minimum period covered by an earlier telephone/computer call shall not be paid for; and
- (ii) Where a telephone/computer call commences before and continues beyond the end of a minimum period for a previous telephone/computer call, 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 telephone/computer call.

In any event, the payment shall be no more than four hours in any 12 hour period, except that if the amount of time worked exceeds four hours in total then the payment shall be made for the total of actual time worked.

This payment does not include any advice that is normally provided by telephone.

- 7.2.4 An employee who responds to a call back by way of telephone (as per 7.2.3 above) and who is subsequently required to return to the workplace in relation to the same matter shall be paid in accordance with clause 7.2.1 and shall not receive payment under clause 7.2.3 as well.

8.0 HIGHER DUTIES ALLOWANCE

- 8.1 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.
- 8.2 Except as provided for under clause 8.3, 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.
- 8.3 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.

9.0 MEAL ALLOWANCE

- 9.1 A shift employee who works a qualifying shift of eight or ten hours or more 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 \$9.00 or at the option of the employer be provided with a meal.

PART FOUR – PROVISIONS RELATING TO LEAVE

10.0 PUBLIC HOLIDAYS

10.1 In accordance with the Holidays Act 2003, the following days shall be observed as public holidays:

New Year's Day	2 January
Waitangi Day	Good Friday
Easter Monday	ANZAC Day
Matariki	Sovereign's Birthday
Labour Day	Christmas Day
Boxing Day	Anniversary Day (as observed in the locality concerned)

10.2 In order to maintain essential services, the employer may require an employee to work on a day that a Public Holiday is observed (which includes a Public Holiday whose observance is transferred to the Monday or Tuesday) if that day would be an Otherwise Working Day for the employee.

10.3 Working on a Public Holiday

10.3.1 Where an employee is required to work on a day that is a Public Holiday for them then, subject to that day being an Otherwise Working Day for the employee, they:

- a. Will be paid at double their ordinary hourly rate of pay (T2) for each hour worked; and
- b. Will be granted an Alternative Holiday.

10.4 On-call on a Public Holiday

10.4.1 Where an employee is required to be on call on a day that is a Public Holiday for them and is called into work they shall, subject to that day being an Otherwise Working Day for the employee:

- a. Be paid for the hours rostered on call at the appropriate Public Holiday on call rate (per clause 7.1.1)
- b. Be paid for call outs, in accordance with clause 7.2
- c. Be granted an Alternative Holiday.

10.4.2 Where an employee is required to be on call on a day that is a Public Holiday for them, but is not called back into work, they shall, subject to that day being an Otherwise Working Day for the employee:

- a. Be paid for the hours rostered on call at the appropriate Public Holiday rate (per clause 7.1.1)
- b. Be granted an Alternative Holiday.

10.4.3 If the Public Holiday is an Otherwise Working Day for the employee, and:

- a. If the employer decides not to operate the ordinary roster; and
- b. Instead operates an on-call roster; and
- c. The Employee participates in that on-call roster

Then the Employee will continue to receive payment as if the day was an Otherwise Working Day in addition to the contractual entitlements arising from being on call on the Public Holiday.

10.5 Shifts or on-call straddling a public holiday

Those employees who are required to work a night shift or period of rostered on call which straddles a Public Holiday shall be paid as per clause 10.3 or 10.4 (as applicable) for those hours which occur on the Public Holiday and the applicable rates for the

remainder of the shift. Only one alternative holiday shall apply in respect of each Public Holiday or part thereof worked.

10.6 Entitlements where the employee's Public Holiday falls on a Saturday or Sunday, but is transferred for others to the Monday or Tuesday

10.6.1 Employees who are required to work on a Public Holiday on the weekend day(s) on which it falls and are paid under clause 10.3 for doing so, and who are also required to work on the weekday to which observance of the public holiday would otherwise be transferred (had the Public Holiday not been observed for them on the weekend day), will be paid at weekend rates as per clause 6.3 for time worked on the corresponding week day. For the avoidance of doubt, only one alternative holiday will be granted in this case.

10.6.2 If both the weekend day on which the Public Holiday falls, and the day to which it would otherwise be transferred, are Otherwise Working Days for the employee, then the employer can roster the individual on duty for both days. If, having worked the day on which the public holiday falls for them, the employer decides to roster the employee off duty on the transferred day and the employee was available and willing to work, then the employee will suffer no loss of ordinary pay for not working on the transferred day.

10.7 Otherwise Working Day

As per the Holidays Act (s.12), an Otherwise Working Day is a day that the employee would have been working had the day not been a Public Holiday, based on their usual roster and work patterns.

10.8 Alternative Holidays

10.8.1 Notwithstanding anything in clause 10, no employee will receive more than one Alternative Holiday in respect of any Public Holiday.

10.8.2 Alternative holidays shall be taken and paid as specified in the Holidays Act 2003.

10.9 The following shall apply to off-duty days upon which the employee does not work:

10.9.1 Fulltime employees –

Where the day that is a Public Holiday for them is a rostered day off, then subject to 10.8, the employee will be granted one Alternative Holiday in respect of the public holiday but will not receive any payment for the Public Holiday.

10.9.2 Fixed hours part-time employees –

Where the employee's days of work are fixed, Public Holiday entitlements will only arise if the day on which the Public Holiday is observed would be an Otherwise Working Day for that employee.

10.9.3 Non-fixed hours part-time employees –

Where the employee's days are not fixed, Public Holiday entitlements will arise if the day of the week on which the Public Holiday is observed is a day of the week that the employee worked more than 40% of the time over the last three months. Where Public Holiday entitlements do arise and the employee does not work, payment will be at the rate of relevant daily pay.

10.10 Public holidays falling during leave:

10.10.1 Leave on pay -

When a Public Holiday falls during a period of annual holidays, sick leave on pay or special leave on pay, an employee is entitled to that Public Holiday which is not debited against such leave.

10.10.2 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 Public Holiday is observed

10.10.3 Leave on reduced pay -

An employee, during a period of leave on reduced pay, shall be paid at the relevant daily pay for public holidays falling during the period of such leave.

11.0 ANNUAL LEAVE

11.1 Employees shall be entitled to four 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’ current continuous service as defined in clause 2.0 the employee shall be entitled to 5 weeks’ annual leave. For the purposes of this clause, “recognised service” shall be as defined in clause 2.0.

11.2 Notwithstanding the above, casual employees shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement, where they meet the requirements of s.28 of the Holidays Act 2003.

11.3 Shift Employees

Employees who work rotating shift patterns or those who work qualifying shifts shall be entitled, on completion of 12 months’ employment on shift work, to up to an additional five days’ annual leave, based on the number of qualifying shifts worked. The entitlement will be calculated on the annual leave anniversary date. Qualifying shifts are defined as a shift which involves at least two hours work performed outside the hours of 8.00am to 5.00pm, excluding overtime.

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

11.4 Employees who do not work shift work as defined in clause 2 and who are required to participate in on-call rosters, shall be granted two hours leave for each weekend day or part there-of where the on-call period is eight or more hours, they are required to be on-call during normal off duty hours, up to a maximum of three days’ additional leave per annum. Such leave shall be paid at annual leave averages and is accumulative. Employees who work qualifying shifts under sub-clause 11.3 are not entitled to leave under this sub-clause. Any entitlements accrued prior to the date of ratification of this MECA will be protected.

Note: The purpose of on call leave and other provisions such as minimum breaks under clause 6.5.7 is to recognise the potential impact that on call and call back work has on individuals (fatigue, disruption). Where call back volumes have been particularly onerous, and the employee has used their allocation of on call leave for the year (arising in respect of the previous leave year) then the employer may grant an additional day’s leave or agree other arrangements to reduce or mitigate the potential impact of on call and call back demands.

11.5 Conditions

Shift leave and on-call leave shall not be pro-rated. Annual leave should 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) An employee may anticipate up to one year's annual leave entitlement at the discretion of the employer.

12.0 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 however reasonable time taken to attend essential medical appointments shall not be deducted where such appointments cannot be arranged outside the employee's normal work hours.

12.1 In accordance with the Holidays Act 2003 (as amended) on appointment to the employer, an employee shall be entitled to ten (10) working days' leave for sick or domestic purposes during the first twelve months of employment, and up to an additional ten (10) working days for each subsequent twelve-month period.

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

A medical certificate may be required to support the employee's claim.

12.2 Additional Discretionary Leave

12.2.1 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 and domestic leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted. The first five (5) days of discretionary leave shall be approved on the same basis as leave under clause 12.1.

12.2.2 In considering the grant of the second five (5) days of leave under this clause 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.

- 12.2.3 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.
- 12.3 At the employer's discretion an employee may be granted further anticipated sick or domestic leave. Any anticipated leave taken in excess of an employee's entitlement at the time of cessation of employment may be deducted from the employee's final pay.
- 12.4 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:
- 12.4.1 place the employee on suitable alternative duties, including working from home (where appropriate); or
- 12.4.2 direct the employee to take leave on full pay. Such leave shall not be a charge against the employees sick and domestic leave entitlement.
- 12.5 The employee can accumulate their entitlement up to a maximum of 260 days. Up to 20 days of sick leave in any one year will be paid at relevant daily pay, in accordance with the Holidays Act 2003. Any further days will be paid at ordinary daily pay.
- 12.6 The provisions of this clause are inclusive of the provisions of the Holidays Act 2003.
- 12.7 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.
- 12.7.1 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.
- 12.7.2 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.
- 12.7.3 The production of a medical certificate or other evidence of illness may be required.
- 12.8 Sickness during paid leave: When sickness occurs during paid leave, such as annual or long service leave, the leave may be debited against the sick leave entitlement, (except where the sickness occurs during leave following the relinquishment of office) provided that:
- 12.8.1 the period of sick leave is more than three days, and a medical certificate is produced.
- 12.8.2 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 12.8 and 12.8.1 above apply.
- 12.8.3 annual leave or long service leave may not be split to allow periods of illness of three days or less to be taken.
- 12.9 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 Employer's policy and Sick Leave practices. The focus of the review will be to assist the employee in establishing practical arrangements to recover from sickness or injury.

12.10 ACC and Sick Leave

12.10.1 Work-related Accidents

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.

12.10.2 Work related assaults

Where an employee is incapacitated as a result of a workplace assault, and that employee is on earnings related compensation, then the employer will top up the ACC payments to 100% of normal/ordinary rate of pay during the period of incapacitation.

This shall not be debited against the employee's sick leave. The employer will reimburse the employee for any costs incurred that are part charges for ACC agreed treatment and other associated ACC expenses.

12.10.3 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.

12.0A FAMILY VIOLENCE LEAVE

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

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

- Up to 10 days' paid family violence leave after six months of current continuous employment;
- Requesting flexible working arrangements; and
- Being free from discrimination in the workplace on the basis that they have experienced family violence.

To further support the employee, the employer will provide access to counselling via the local EAP programme.

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

At any time an employee can apply to change their hours of work, days of work or place of work in line with Part 6AA of the Employment Relations Act: Flexible working. This application is to be made in line with the employer's Flexible Working Arrangements policy and application procedure.

13 BEREAVEMENT/ TANGHIHANGA LEAVE

- 13.1 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a 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. Bereavement leave shall include miscarriage or stillbirth as per s.69(2)(c-d) of the Holidays Act 2003.

- 13.2 If bereavement occurs while an employee is absent on paid leave, such leave will be interrupted and bereavement leave granted in terms of 13.1 as stated above. This provision will not apply if the employee is on leave without pay.
- 13.3 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner.

14 LONG SERVICE LEAVE

- 14.1 An employee shall be entitled to long service leave of one week upon completion of each five-year period of current continuous service. Such entitlement may be accrued. Any service period that relates to a period of long service leave that has already been taken or paid out shall not count as service for the purposes of this entitlement.
- 14.2 Long Service Leave will be paid for each week of leave on the same basis as annual leave in accordance with the Holidays Act 2003. This will be based on the employee's 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.
- 14.3 For the purposes of 14.1 current continuous service shall be recognised from 1 October 2008 unless the employee had a previously grand-parented provision.
- 14.4 For employees with a previously grand-parented scheme, the following shall apply. The employee shall accrue the entitlement in accordance with clause 14.1 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 grand-parented 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 14.1 above.
- 14.5 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.
- 14.6 The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.
- 14.7 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.

15 PARENTAL LEAVE

15.1 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 15), provided that where this clause is more favourable to the employee, the provisions of this clause shall prevail. Employees should seek the advice of their manager, Human Resources or APEX in applying for parental leave. Advice on parental leave is also available from Employment New Zealand (www.employment.govt.nz). Advice on parental leave payments is available from Inland Revenue (IR) (www.ird.govt.nz).

15.2 ENTITLEMENT AND ELIGIBILITY

Provided that the employee assumes or intends to assume the primary care as defined in the Act, or is the primary carer or partner of a primary carer, including the recognition of whāngai, the entitlement to parental leave is:

- a) In respect of every child born to them or their partner;
- b) In respect of every child under six years of age, where the employee becomes the primary carer for the child
- c) Where two or more children are born at the same time or where the employee becomes the prior carer for two or more children under six years of age within a one month period, for the purposes of these provisions the employee's entitlement shall be the same as if only one child.

15.3 a) Parental leave of up to twelve months is to be granted to employees with at least one year's service at the time of commencing leave.

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

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

c) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer. The parental leave may be taken in more than one continuous period, with the start and finish dates of each additional period, and any extension of parental leave past the anniversary date of the commencement of parental leave, to be agreed between the employer and the employee.

d) Pursuant to Part 3 (A) of the Act employees who are not entitled to primary carer leave may request a period of negotiated carer leave from their employment. Negotiated carer leave may enable the employee to receive parental leave payments from IR if they meet the parental leave payment threshold test.

15.4 In cases of adoption of children under six years of age, parental leave shall be granted in terms of 15.2 and 15.3 above, providing that fourteen days' notice is given before the employee intends to assume the responsibility for the care of the child. Evidence of an approved primary care placement or whāngai arrangement shall be provided to the employer's satisfaction.

15.5 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 certifying the expected date of delivery. The provision may be waived where the employee becomes a primary carer for a child under the age of six, in whāngai arrangements or in circumstances outside the control of the employee.

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

15.7 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.

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

15.9 JOB PROTECTION

15.9.1 Subject to 15.10 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 experienced in the previous position.

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

15.9.3 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.

15.10 OPTIONS

15.10.1 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", the employer may fill the position on a permanent basis if they meet the requirements set out in the Act.

15.10.2 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 15.9 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 15.10.2(a) above for up to 12 months; or
- c) The appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 15.10.2(a) 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 15.10.2(a), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or

- d) Where extended parental leave in terms of 15.10.2(a) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 26.0 of this Agreement.

15.11 If the employee declines the offer of appointment to the same or similar position in terms of subclause 15.9.1 above, parental leave shall cease.

15.12 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.

15.13 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.

15.14 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.

15.15 PAID PARENTAL LEAVE

Where an employee takes parental leave under this clause, meets the eligibility criteria in 15.2 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full-time) for a period of up to 14 weeks.

Employees who negotiate carer leave under part 3 (a) of the Act are not eligible for the parental leave payment under clause 15.15.

These payments shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata if appropriate) applicable to the employee for the six weeks immediately prior to commencement of parental leave. From 1 June 2017 an employee who takes a period of paid leave (e.g. annual leave) at the start of his or her parental leave may elect to start his or her parental leave payment period on the day after the date on which that period of paid leave ends, even if it is later than the child's arrival or due date.

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

Where 15.3(c) applies and both partners are employed by the employer, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

16 REAPPOINTMENT AFTER ABSENCE DUE TO CHILDCARE

- 16.1 Where an employee resigns from a permanent position with the employer to care for pre-school children, the employer is committed, upon application from the employee, to make every reasonable endeavour to re-employ that person where a comparable and suitable position exists within four years of the resignation, providing that the person has the necessary skills to fill the vacancy competently; then the person under these provisions shall be appointed in preference to any other applicant for the position.
- 16.2 Absence for childcare reasons will interrupt service but not break it. 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 entitlements.

17 JURY SERVICE AND WITNESS LEAVE

- 17.1 Employees called on for jury service or who are subpoenaed, or as a witness for the Crown, the employer, or in the course of their employment, are required to serve. Where the need is urgent, the employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.
- 17.2 An employee called on for jury service or as a witness may elect to take annual leave, leave without pay, or leave on pay.
- 17.3 Where an employee is required to be a witness in a matter arising out of his/her employment, s/he shall be granted paid leave.
- 17.4 Where leave on pay is granted, a certificate is to be given to the employee by the employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to the employer but may retain expenses.
- 17.5 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 Court does not require the employee, the employee is to report to work where this is reasonable and practical.

18 EMPLOYEE RELEASE

- 18.1 Employees with 5 years' continuous service with the current employer may apply for a one-off continuous period of unpaid Employee Release for a period of three months up to a maximum of twelve months. Such application shall be considered on a case-by-case basis and granted at the discretion of the employer. During this period all statutory leave provisions / benefits / accruals will be treated in accordance with The Holidays Act 2003. All other service related provisions / benefits will be put on hold until resumption of normal duties.
- 18.2 The notification of the employee's intent to return to normal duties will be the same as Clause 15.7 (Parental Leave).
- 18.3 Job protection provisions will be the same as in Clause 15.9.1 (Job Protection).

18.4 The provisions of this clause are separate from and in addition to normal unpaid leave provisions and it is acknowledged that employees may apply for unpaid leave at any time during their employment.

19 UNION REPRESENTATIVE'S EDUCATION LEAVE

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

20 TRAINING, CONTINUING EDUCATION AND PROFESSIONAL ASSOCIATION FEES

The parties recognise and accept that this Agreement covers a group of employees with significant and varying requirements for CME and training.

Employers shall provide a workplace environment that encourages employees to obtain appropriate qualifications, attend relevant conferences, courses and seminars and/or undertake research or projects. These activities are expected to support the strategic direction of the employer as well as facilitating the employee's own growth or development.

20.1 Training

The employer shall provide all actual and reasonable costs for qualifications, training courses and seminars as required by the employer. Attendance for such training is "work" and time so spent shall be paid.

Examples of qualifications are ASCT, CRFS, BRPT, DMU, NASPE and post graduate diplomas in sleep, respiratory or cardiac services. These are examples only and not an exhaustive list.

20.2 Continuing Medical Education

The ongoing technical/ scientific development within the associated fields requires qualified staff to attend national and international conferences in order to maintain their ongoing technical/ scientific competence. The employee then has the obligation of bringing back the latest information to their service and incorporating any new knowledge into the strategic development of their department. Attendance at the conferences is to be balanced against the operational requirements of the employer, especially as the numbers of staff are not large. Forward planning and cooperation between management and staff is fundamental to ensuring CME requirements are met.

Sufficient funding and leave must be provided to meet such CME requirements and training needs relevant to the service and position. All actual and reasonable costs (including registration, accommodation, travel and sundry expenses such as airport transfers, meals etc) will be met by the employer subject to the normal approval process. The parties require that the application/approval process will be reasonable and timely and will make every effort to ensure this.

20.3 The employer will meet the costs of membership of one professional association for each employee covered by this Agreement. The funding of more than one professional association is at the discretion of the employer. The maximum amount payable under this clause is \$200 per employee per annum.

20.4 **Attendance at Professional Development in non-work time**

20.4.1 Where an employee is required to attend a professional development course in non-work time then they shall be entitled to be paid for this time at their ordinary rate (T1) to a maximum of eight hours per day.

20.4.2 By agreement with their manager, the employee may take equivalent time-off-in-lieu instead of payment under 20.4.1. Where the employee is full-time, and where time-off-in-lieu is agreed, this should be taken in the following working week.

20.4.3 Where the employee has a specified professional development leave entitlement (including pooled arrangements), then non-work days paid under 20.4.1 or time in lieu taken in 20.4.2 will be debited against this entitlement.

20.5 For the purpose of this clause 'required' means attendance is directed by the employer, or explicitly agreed and documented as part of the employee's Professional Development Plan to meet the General Expectations of Practice.

PART FIVE – TERMS OF EMPLOYMENT

21 RESERVED

22 PROTECTIVE CLOTHING

- 22.1 In accordance with the Health and Safety at Work Act 2015 and associated Regulations, the employer shall ensure that employees are provided with any protective equipment required to ensure the safety of employees while at work. The maintenance and replacement of this equipment is the responsibility of the employer.
- 22.2 Suitable clean protective clothing shall be made available by the employer where the nature of a particular duty or duties would either continuously or intermittently render an employee's personal clothing or uniform to excessive soiling or damage or expose the employee's person to injury or excessive discomfort through biological, chemical or physical hazards. Such protective clothing shall remain the property of the employer and, as such, shall be laundered or otherwise cleaned free of charge.
- 22.3 An employee may at the employer's discretion be 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.
- 22.4 Where the employer requires or for health and safety reasons, specific types of footwear are to be worn, they shall be provided by the employer.
- 22.5 In Auckland District only, an allowance of \$3.15 per day (or proportionate part thereof for a part time employee) shall be paid for each working day on which, because of therapeutic requirements or in the interests of patient care/ rehabilitation, an employee is directed by the General Manager to wear civilian clothes instead of the normal uniform. Provided that this allowance shall not be payable to staff wholly or mainly employed in an administrative role or staff who, with the General Manager's permission elect to wear civilian clothing on duty.

23 REFUND OF ANNUAL PRACTISING CERTIFICATE

- 23.1 Where an employee is required by law to hold an annual practising certificate in order to practise that profession or trade with the employer, the cost of the certificate shall be refunded to the employee 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) The employee must be a member of the particular occupational class to whom the requirement applies.

24 RECERTIFICATION

If, during the term of this Agreement, a group or groups of employees covered by this Agreement are required to meet the competency requirements of the Health Practitioners Competence Assurance (HPCA) Act 2003, the employer will accept

responsibility for providing the necessary resources and costs to meet these requirements. If enrolment in a recognised Continuing Professional Development (CPD) points programme forms part of the HPCA competency requirements, the employer will reimburse the enrolment fees.

25 EMPLOYEE PARTICIPATION

25.1 The parties to this agreement accept that change in the Health Service is necessary in order to ensure the efficient and effective delivery of health services.

25.2 The parties recognise that they have a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard.

The involvement of employees should contribute to:

- a) Improved decision-making.
- b) Greater co-operation between the parties to this agreement.
- c) More harmonious, effective, efficient, safe and productive workplace.

Therefore the employer agrees to the following provisions for consultation, recognition of staff participation and access to facilities.

25.2.1 Paid time off shall be allowed for recognised staff representatives to attend meetings with management, consult with employees, to consult and discuss those issues addressed in this clause and clause 26.0 specifically: staff surplus, and options for resolving staff surplus.

25.2.2 Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.

25.2.3 The amount of time off and facilities provided shall be sufficient to enable full consideration of the issues.

25.3 For the purposes of clauses 26.0 and 25.0, the recognised representative shall be the union advocate unless otherwise agreed.

26 STAFF SURPLUS

26.1 When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in sub clause 26.5 below shall be invoked and decided on a case by case basis by the employer having due regard to the circumstances of the affected employee.

26.2 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:

26.2.1 The person acquiring the business or the part being sold or transferred

- a) Has offered the employee employment in the business or the part being sold or transferred; and

- b) Has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and

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:

- a) Any service related conditions; and
- b) Any conditions relating to redundancy; and
- c) Any conditions relating to superannuation

Under the employment being terminated; and

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:

- a) In the same capacity as that in which the employee was employed by the Employer;
or
- b) In any capacity that the employee is willing to accept.

26.3 Notification

The employer will advise the employee organisation at least one month prior to the date that notice is required to be given to the employee whose position is required to be discharged. Notification of a staffing surplus shall be advised to the affected employee. This date may be varied by agreement between the parties. During this period, the employer and the employee will meet to discuss the option most appropriate to the circumstances. Where employees are to be relocated, at least one month's 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).

26.4 The following information shall be made available to the employee representative:

- a) The location/s of proposed surplus
- b) The total number of proposed surplus employees
- c) The date by which the surplus needs to be discharged
- d) The positions, grading, names and ages of the affected employees
- e) Availability of alternative positions with the employer.

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

26.5 Options

The following are the options in order of preference to be applied by the Employer in staff surplus situations:

- a) Reconfirmed in position
- b) Attrition
- c) Redeployment
- d) Leave without pay
- e) Retraining
- f) Enhanced early retirement
- g) Severance.

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in sub clause 26.12 will be applied as a package.

26.6 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.

26.7 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.

26.8 Redeployment

Employees may be redeployed to a new job at the same or lower salary in the same or new location.

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

- a) A lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
- b) 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).

26.8.2 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.

26.8.3 The redeployment may involve employees undertaking some on-the-job training.

26.9 Leave Without Pay

Special leave without pay may be granted within a defined period without automatic right of re-engagement. This provision does not include parental or sick leave.

26.10 Retraining

26.10.1 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.

26.10.2 If an employee is redeployed to a position that is similar to his or her previous one, any retraining may be minimal, taking the form of "on the job" training such as induction or in-service education.

Where an employee is deployed to a new occupation or a dissimilar position the employer should consider such forms of retraining as in-service education, block courses or night courses at a tertiary or other institution.

26.11 Enhanced Early Retirement

26.11.1 Employees engaged prior to 1 May 1994 are eligible if they are within 10 years of the age of eligibility for government superannuation and have a minimum of ten years' total aggregated service with the employer, with one or more previous DHBs, and with one or more of the following services:

- a) Public Service
- b) New Zealand Post Office
- c) New Zealand Railways
- d) Any University in New Zealand
- e) Any Health Centre in any New Zealand Polytechnic or College of Education.

But excluding any service with any of the above services or with any DHB, which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services or from any DHBs.

26.11.2 Employees engaged on or after 1 May 1994 are eligible if they are within 10 years of the age of eligibility for government superannuation and have a minimum of 10 years total current continuous service with the employer, excluding any service with any of the above services or with any DHB that has been taken into account for the purposes of calculating any entitlement to a redundancy/ severance/ early retirement or similar payment from any of the above services or from any DHBs.

26.11.3 Membership of a superannuation scheme is not required for eligibility.

26.11.4 An employee shall receive the following:

- a) One month's notice of retirement or 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months in lieu of notice. This payment is regardless of length of service; and
- b) 12 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months service; and
- c) 4 per cent of basic 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

- d) 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.

NOTE: The total amount paid to employees under this provision shall not exceed the total basic salary (T1 rate only) the employee would have received between their actual retirement and the date of their being eligible for government superannuation.

- e) If the employee qualifies under Clause 28 for a retiring gratuity, that retiring gratuity shall be paid.
- f) Outstanding annual leave and long service leave may be separately cashed up.

26.12 Severance

Payment will be made in accordance with the following:

26.12.1 For Employees engaged prior to 1.5.94 "Service" for the purposes of this sub clause 26.12 means total aggregated service with the Employer and its predecessors (DHBs) or with one or more of the following services:

- a) Public Service
- b) Post Office
- c) New Zealand Railways
- d) Any University in New Zealand
- e) Any Health Centre in any New Zealand Polytechnic and/or College of Education

However, excludes any service with any of the above Services or with any Board, CHE, HHS or DHB that has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services or from any Boards.

26.12.2 For employees engaged on or after 1.5.94 "Service" for the purpose of this clause means current continuous service with the employer excluding any service with any of the above services or with any DHB which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services or from any Boards.

26.12.3 8.33 Per cent of basic 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

26.12.4 12 Per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and

26.12.5 4 Per cent of basic 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

26.12.6 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.

NOTE: The total amount paid to employees under this provision shall not exceed the basic salary (T1 rate only) the employee would have received between their cessation and the date of their being eligible for government superannuation.

26.12.7 If the employee has ten or more years' service, the full retiring gratuity, as set out in the scale contained in Clause 28 shall be paid.

26.12.8 Employees with not less than eight years' service but less than ten years' service, shall be paid two weeks' basic salary (T1 rate only).

26.12.9 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).

26.12.10 Outstanding annual leave and long service leave may be separately cashed up.

26.13 Job Search

The Employer should assist surplus staff to find alternative employment by allowing them a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the Employer being notified of the time and location of the interview before the employee is released to attend it.

26.14 Counselling for affected employees and their families will be made available as necessary.

27 NOTICE

27.1 Unless otherwise stipulated, the employment shall be deemed to be a monthly one and a month's notice shall be given by either side; but this shall not prevent the Employer from summarily dismissing any employee for serious or wilful misconduct or other just cause. Unless otherwise agreed where the required notice is not given the person terminating the service shall pay or forfeit wages to the value of the unexpired period of notice as the case may require.

27.2 Abandonment of Employment

Where an employee absence him/herself from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer, and without good cause, he/she shall be deemed to have terminated his/her employment without notice.

28 RETIRING GRATUITIES

28.1 For DHBs where retiring gratuity provisions applied at 1 October 2004 (Auckland, Capital & Coast, Counties Manukau, Hutt Valley, Nelson Marlborough, Otago, Southland and Waikato DHBs), the relevant provisions as listed in Schedule 2 shall be retained.

28.2 For the purposes of establishing eligibility for a gratuity, total service may be aggregated, whether this be part time or whole time, or a combination of both at different periods. Part time service is not to be converted to its whole time equivalent for the purpose of establishing eligibility.

28.3 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.

28.4 Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate 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.

28.5 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.

28.6 For the purposes of calculating the amount of gratuity that the employer may pay, the rate of pay on retirement shall be the basic rates of salary or wages.

28.6.1 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.

SCALE OF MAXIMUM GRATUITIES	
Period of Total Service	Maximum Gratuity
Not less than 10 years and less than 11 years	31 days' pay
Not less than 11 years and less than 12 years	35 days' pay
Not less than 12 years and less than 13 years	39 days' pay
Not less than 13 years and less than 14 years	43 days' pay
Not less than 14 years and less than 15 years	47 days' pay
Not less than 15 years and less than 16 years	51 days' pay
Not less than 16 years and less than 17 years	55 days' pay
Not less than 17 years and less than 18 years	59 days' pay
Not less than 18 years and less than 19 years	63 days' pay
Not less than 19 years and less than 20 years	67 days' pay
Not less than 20 years and less than 21 years	71 days' pay
Not less than 21 years and less than 22 years	75 days' pay
Not less than 22 years and less than 23 years	79 days' pay
Not less than 23 years and less than 24 years	83 days' pay
Not less than 24 years and less than 25 years	87 days' pay
Not less than 25 years and less than 26 years	92 days' pay
Not less than 26 years and less than 27 years	98 days' pay
Not less than 27 years and less than 28 years	104 days' pay
Not less than 28 years and less than 29 years	110 days' pay
Not less than 29 years and less than 30 years	116 days' pay
Not less than 30 years and less than 31 years	123 days' pay
Not less than 31 years and less than 32 years	129 days' pay
Not less than 32 years and less than 33 years	135 days' pay
Not less than 33 years and less than 34 years	141 days' pay
Not less than 34 years and less than 35 years	147 days' pay
Not less than 35 years and less than 36 years	153 days' pay
Not less than 36 years and less than 37 years	159 days' pay
Not less than 37 years and less than 38 years	165 days' pay
Not less than 38 years and less than 39 years	171 days' pay
Not less than 39 years and less than 40 years	177 days' pay
Not less than 40 years	183 days' pay

NOTE: These are consecutive rather than working days.

PART SIX – OTHER PROVISIONS

29 DEDUCTION OF UNION FEES

29.1 The employer shall deduct union fees from the wages and salaries of members of the union when authorised in writing by members. The employer will forward the monies with the names and the individual amounts deducted to the union.

30 STOPWORK MEETINGS

30.1 Subject to subsections 30.2 to 30.5, the employer shall allow every employee covered by this Agreement to attend, on ordinary pay, at least two meetings (each of a maximum of two hours' duration) in each year (being the period beginning on the 1st day of January and ending on the 31st day of December) with their representatives.

30.2 The representative shall give the employer at least 14 days' notice of the date and time of any meeting to which subsection 30.1 is to apply.

30.3 The representative 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.

30.4 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.

30.5 Only employees who actually attend a meeting shall be entitled to pay in respect of that meeting and to that end the representative shall supply the employer with a list of employees who attended and shall advise the employer of the time the meeting finished.

31 PERSONAL GRIEVANCE, DISPUTES & EMPLOYMENT RELATIONSHIP PROBLEMS

31.1 An "employment relationship problem" includes:

- (i) A personal grievance
- (ii) A dispute
- (iii) Any other problem relating to or arising out of the employment relationship.

31.2 Where an Employment Relationship Problem arises the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:

- a) The employee will be provided the opportunity to be represented by their union or other such support person of their choosing at any time during the resolution process.
- b) If the matter is unresolved either party is entitled to seek mediation from the Ministry of Business, Innovation and Employment or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)

31.3 A "personal grievance" includes a claim that you:

- (i) Have been unjustifiably dismissed; or
- (ii) Have had your employment, or your conditions of employment, affected to your disadvantage by some unjustifiable action by the employer; or
- (iii) Have been discriminated against in your employment; or
- (iv) Have been sexually harassed in your employment; or
- (v) Have been racially harassed in your employment; or
- (vi) Have been subjected to duress in relation to union membership; or
- (vii) Other breaches specified by [section 103\(1\) of the Employment Relations Act 2000](#).

31.4 If the employment relationship problem is a personal grievance, you must raise the grievance with the Employer within a period of 90 days, beginning with the date on which the action alleged to amount to a personal grievance, occurred or came to your notice, whichever is the latter. This timeframe is extended to 12 months for a personal grievance for sexual harassment. There is also additional time available for raising a personal grievance under the Act, under particular circumstances (ERA Section 115).

31.5 Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.

31.6 If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.

32 HEALTH AND SAFETY

The employer shall comply with the provisions of the Health and Safety at Work Act 2015 and associated Regulations, concerning safety, health and welfare matters. The parties agree that employees should be adequately protected from any safety and health hazard arising in the workplace.

32.1 It shall be the responsibility of the employer to ensure that the workplace meets the required standards and that effective and maintained safety equipment is provided.

32.2 Where safety equipment is required, it is the responsibility of employees to ensure that it is properly utilised.

32.3 It is the responsibility of every employee to report any hazards, accidents or injuries as soon as practicable using the employer's hazard management system.

32.4 It is the responsibility of the employer to systematically identify and address any workplace hazards, which may affect the safety of employees.

Where there is a concern regarding the safety of employees, employees have the right to refuse to work in accordance with the Health and Safety at Work Act 2015.

32A PUBLIC HEALTH EMERGENCY (AND CIVIL DEFENCE) RESPONSE

- 32A.1 The following provisions apply where there is a Public Health Emergency (PHE) declared by the Director-General of Health under the relevant legislation. These provisions shall also apply to civil defence emergencies declared under the relevant legislation.
- 32A.2 The parties acknowledge that the public health system will likely be a critical part of the national/regional responses to a PHE.
- 32A.3 If required as part of a response, the parties recognise the urgency of any response and the need for flexibility in how services are delivered, and accordingly temporary changes may be made to how work is organised without the need for a formal change management process specified in the Collective Agreement. Where circumstances allow, the service will engage in good faith with the union prior to progressing any PHE response.
- 32A.4 The principles around any such changes are:
- a. Where available, services will work with their staff including union delegates, to develop the most clinically appropriate staffing arrangements to keep patients and staff safe during a PHE
 - b. These arrangements could include ways of working that are outside of the standard provisions of the Collective Agreement hours of work clauses provided that:
 - i. The rostered ordinary weekly or fortnightly hours of work do not exceed the current maximums without the agreement of the affected employee(s)
 - ii. No employee shall have their pay reduced while they are working such arrangements (NB the parties agree this does not apply to the availability of hours to work in respect of casual staff).
 - iii. Additional hours of work beyond those reflected in the salary category shall be remunerated in accordance with the relevant provisions of the Collective Agreement, and Collective Agreement penalties for minimum breaks, overtime, penal time etc will continue to operate
 - iv. The alternate arrangements shall only continue in force for the period necessary and required by the Employer's PHE response, following which the pre PHE status quo will be reinstated
 - v. The union shall be informed of any arrangements operating under this provision.
- 32A.5 The parties recognise the potentially heightened focus on ensuring staff do not attend work when they themselves (or their dependents) may be unwell. To support this, the Employer will take a permissive approach to access discretionary sick leave under 12.2. These arrangements do not replace the Minor Illness provisions in clause 12.4.
- 32A.6 Where staff are required to stay home when they are well, but required to isolate or quarantine, then, unless they are able to work from home or remotely, they shall receive special leave pay which will not be recorded as sickness.

32A.7 The parties commit to national oversight and engagement on the operation of this clause and other operational matters related to PHE responses, which may include provision of agreed national guide.

33 INDEMNITY

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

The coverage after cessation of employment is made on the understanding that the employee will make every reasonable effort to keep the employer informed of incidents at the time of which they occur.

34 FIXED TERM AGREEMENTS

34.1 Fixed term employment agreements should only be used to cover specific situations of a temporary nature or fixed term, e.g. to fill a position where the incumbent is on study or parental leave; or where there is a task of a finite duration to be performed.

Fixed term employment agreements while justified in some cases to cover situations of a finite nature, must not be used to deny staff security of employment in traditional career fields.

35 USE OF PRIVATE VEHICLE ON EMPLOYER BUSINESS

35.1 Employees who use their private motor vehicles on employer business shall be reimbursed in accordance with the Inland Revenue mileage rates as promulgated from time to time.

36 TRANSFER EXPENSES

36.1 Before a transfer takes place the terms under which such transfer is to occur shall be agreed between the employee and the employer and recorded in writing.

For:

- 1) Transferring on promotion; or
- 2) Transferring at the convenience of the employer

37 TRAVELLING CLINIC EXPENSES

The provisions specified in (i) and (ii) below apply to all Districts.

- (i) When employees leave and return to their normal place of work on the same day on employer business, they shall be reimbursed for actual and reasonable expenses.

- (ii) When employee travel away from their normal place of work in connection with their employment, they shall be provided with suitable transport and accommodation, including breakfast (i.e. the employee shall not be required to pay for such expenses and be reimbursed at a later date). A daily incidentals and meal allowance of \$75 shall be paid in addition to all other remuneration. No receipts will be required. (For the purposes of this clause, at Capital & Coast District, the normal place of work shall encompass Wellington City, Hutt Valley and Porirua).
- (iii) The employer recognises that the provision of travelling clinics impacts on an employee's personal life and undertakes to work with other Districts and staff to reduce the impact, including financial, on the employee. The employer and employee will agree, prior to the travelling clinic taking place, what expenses (such as childcare expenses), if any, incurred as a result of the employee participating in the travelling clinic, in addition to those captured in (ii) above, will be reimbursed.

38 SAVINGS

Nothing in this Agreement shall operate so as to reduce the conditions of employment applying to any employee at the date of this Agreement coming into force unless specifically identified and agreed between the parties.

39 VARIATIONS

This Agreement may be varied by agreement between the parties, subject to APEX Union's normal ratification procedures. Such agreement shall be in writing and signed by the parties.

40 TERM OF AGREEMENT

This Agreement shall be deemed to have come into force on 16 September 2024 and shall expire on 31 May 2026.

Dated this ____ day of 2024.

Signed:
 AUTHORISED Representative of the
EMPLOYEE PARTY

AUTHORISED Representative of the
EMPLOYER party

.....
 Dr Deborah Powell
 National Secretary

.....
 Fepulea'i Margie Apa
 Chief Executive

Schedule 1 – Partnership Agreement

The parties recognise the value of working more co-operatively and constructively to contribute appropriately to the over-arching goal of maintaining and advancing a Clinical Physiology workforce that takes shared responsibility for providing high quality healthcare on a sustainable basis. The objectives of the partnership are:

- To ensure the parties dealings with each other are in accord with the principles of good faith and are characterised by constructive engagement based on honesty openness respect and trust;
- Assist in the delivery of a modern, sustainable and high quality CPT workforce;
- To support and work within the overarching approach and priorities set by the existing collective future workforce activity (which includes Districts, unions and other stakeholders);
- That efforts are made to improve the parties' relationship, decision making and inter party co-operation;
- To co-ordinate the trialling, and where appropriate, the introduction of innovative initiatives that will improve healthcare delivery;
- To ensure the Agreement is applied in an effective and consistent way to those covered by the District parties.

In support of these principles the parties agree that they will:

- To the extent that they are capable provide appropriate health care to the communities they serve in an efficient and effective manner.
- To the extent they are capable ensure the availability and retention of an appropriately trained and educated workforce both now and in the future.
- Promote the provision of a safe, healthy and supportive work environment.
- Recognise the environmental and fiscal pressures that impinge upon the parties and work practices and accept the need to constantly review and improve on productivity, cost effectiveness and the sustainable delivery of high quality health services.
- Be good employers and good employees.
- To the extent that they are capable ensure clinical physiology workforce planning and rostering meets patient and health care service requirements whilst providing sufficient training opportunities and a reasonable work/life balance.
- Recognise the interdependence of various elements of the health workforce, their collegiality and the need for a team approach to the delivery of health care.
- Work collectively and collaboratively in relation to other initiatives that may be taken up by the employer under partnership agreements with other unions.
- Accept accountability for actions.
- Accept the need to deploy resources appropriately and that this may lead to a review of traditional job functions and the reallocation or substitution of tasks.
- Work towards enhanced job satisfaction for the clinical physiology workforce.

Schedule 2 – Retiring Gratuities

Auckland DHB

The general manager may pay a retiring gratuity to staff retiring from the ADHB who have had not less than ten years' service with the ADHB, with the ADHB and one or more other CHEs and with one or more of the following services: Health Service (as defined in clause 10.2.1 (c)(ii)), the Public Service, the Post Office, NZ Railways or any university in New Zealand. Provided that for employees engaged after 1 June 1992 only service with The Health Service shall be recognised.

Capital & Coast DHB

Clause 28 shall only apply to those employees who have had not less than ten years' service recognised as at 10 August 1994.

Counties Manukau DHB

The provisions below will only apply to employees employed prior to 1 March 1994.

The employer may pay a retiring gratuity to staff retiring from South Auckland Health who have not less than 10 years' service with South Auckland Health as defined in clause 2. Provided that for employees engaged after 1 July 1992, the employer shall recognise service accumulated at the expiry of the Auckland Area Health Board PTR Collective Employment Contract, or the Auckland Area Health Board Clerical, Administrative and Related Employees Collective Employment Contract (both expiring 28 February 1994).

Hutt Valley DHB

Staff who, as at 30 January 1995, have qualified for a retiring gratuity according to their previous agreement of employment will have their number of days of retiring gratuity entitlement identified. The entitlement will be frozen and paid according to the provisions of the previous agreement of employment.

Staff with less than ten (10) years' service will not be entitled to any gratuity on cessation of service.

Nelson Marlborough DHB

For employees who commenced employment with the employer prior to 7th December 1992, the employer may pay a retiring gratuity to those employees retiring from the organisation, who have had no less than ten years' service with qualifying organisations (i.e. the existing qualifying service of employees employed by the employer prior to 7th December 1992 is recognised).

For employees who commenced employment with the employer on or after 7th December 1992, the employer may pay a retiring gratuity to those employees retiring from the company, who have had no less than fifteen years' service with Area Health Boards (or their successors).

The employer may pay a full gratuity as appropriate to employees, where they can produce acceptable evidence to substantiate that they are unable to continue regular employment on medical grounds or other special circumstances.

Southern DHB

In the event that an employee of either the former Otago or Southland DHBs immediately prior to the merger of the two DHBs met the relevant DHB service-grand parenting requirement and the requirements of s30A of the Human Rights Act 1993 regarding eligibility to a retiring benefit based wholly or partly on age, and has remained continuously employed by Southern DHB on an employment agreement that retains the relevant retiring gratuity provisions, the employee

shall retain that entitlement even if they subsequently transfer location between the former DHB boundaries that existed prior to the merger.

Otago DHB

The employer shall pay a retiring gratuity to employees who retire and meet the following criteria.

- Qualifying age as below
- Not less than 10 years' continuous service with the employer
- The current period of employment commenced on or before 01 February 1999, and has remained continuous since

Retirement means an intention to leave the paid workforce. At the discretion of the employer, the employee may be required to provide a statutory declaration to this effect.

Qualifying Age

Employees are entitled to retire after reaching 60 years or completing 40 years of service if they were aged 55 years or more at 01 April 1992 and have been in continuous employment with the Otago DHB and its predecessors since being employed with:

- Cherry Farm Hospital prior to 02 August 1964
- Department of Health prior to 01 August 1964
- Public Service prior to 01 August 1964, then continuously with the Department of Health Maniototo, Otago or Vincent Hospital Boards prior to 01 June 1982
- Waitaki Hospital Board prior to 01 July 1988
- Waitaki Health District during the period 01 July 1988 to 01 August 1990.

Other employees are entitled to retire after reaching age 65 years.

Eligible Service

For employees who commenced their current service with the employer on or prior to 03 August 1992, eligible service shall be all service with the employer and one or more other Area Health Boards/ Hospital Boards and with one or more of the following services: the Public Service, the Post Office, New Zealand Railways or any university in New Zealand.

For employees who commenced their current employment with the employer after 03 August 1992, service shall be deemed to comprise all periods of employment with the employer.

The parties agree that, in terms of section 30A of the Human Rights Act 1993:

- The retiring gratuity is a "benefit paid to an employee"
- The employer used "age" on and prior to 01 February 1999 to determine eligibility to the retiring gratuity, and indirectly to calculate the benefit
- The retiring gratuity was a written term of the collective employment contract that applied on 01 February 1999.

Southland DHB

NOTE: The provisions of Clause 28, Retiring Gratuities, shall not apply to employees of Southland District Health Board employed after 1 August 1996.

The employer may pay a retiring gratuity to staff retiring from Southland District Health Board who have had not less than 10 years' service with the employer, and one or more other Crown Health Enterprises and with the New Zealand health service.

Waikato DHB

NOTE: Clause 28 shall not apply to employees employed after 30 June 1992.

Retiring gratuities shall only be paid to eligible staff who are retiring from the organisation (with the express intention of retirement from the paid workforce) who have had not less than 10 years' service with the employer, with that employer and one or more other District Health Board, Health and Hospital Service, Crown Health Enterprise, Hospital or Area Health Board and with one or more of the following services: the Public Service, the Post Office, New Zealand Railways or any university in New Zealand.

Where an employee believes that the approval of a retiring gratuity payment is being unreasonably withheld by their manager they may seek a review of this decision by the Chief Executive.

Schedule 3 –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.

Eligibility

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). As per clause 5.1.3 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) 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.

Frequency

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.

Criteria

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.
- b) To access Recognition Step 2 (Step 10 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 "Becoming Expert" Stage of Development.
- c) To access Step 4 of Grade DF on the Clinical/degree qualified designated salary 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 "Acknowledged Leader" Stage of Development. At least one objective will be selected from the "Leadership & Management" domain.

Objectives

- 6. It is intended that objectives are ones that show growth, development, and continuing contribution to the service. As such, objectives will generally be relevant to the service, wider organisation and/or profession evidence of role stretch/meritorious performance.
- 7. The parties acknowledge that it is the individual employee's decision and responsibility to initiate the processes associated with the recognition progression step. To commence the process the employee will write to the team leader/ manager requesting a meeting to set objectives.
- 8. The discussion and setting of objectives for additional progression would normally occur in conjunction with the employee's annual performance review. Objectives agreed will be specific, measurable achievable realistic and time bound (SMART). Reviews throughout the 12 months can be undertaken by mutual agreement. Setting the objectives may involve the professional lead or equivalent.
- 9. 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, they may need to meet with the union and their manager, professional lead or equivalent. This objective setting process is to be completed in three months of the employee requesting the meeting. Without agreed objectives no progression will occur.
- 10. Recognition objectives must be set and agreed prospectively by the manager and the employee in a timely manner. However, the setting of objectives may take into consideration work that has been initiated within a reasonable timeframe prior to the objectives being set as long as objectives remain current to service need/service development and of benefit to professional development.

Schedule 4 -

RESERVED

Schedule 5 – Subsequent Districts (see clause 1.4)

Name of District

Dated Added

Schedule 6 – Individual DHB /Employee Group Variation in terms

Renal (Dialysis) Physiologists - ADHB, CMDHB, WDHB

1. Overtime:
 - A. The following overtime payments shall apply where employees work a 10 hour shift roster pattern:
 - i. Ten hour shifts: T1.5 after 10 hours for the 11th hour, then T2 for all hours worked thereafter;
2. 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 ordinary time (other than overtime) worked after midday Saturday and until midnight Sunday/Monday. These hours shall be paid at time one (T1.0), in addition to the ordinary hourly rate of pay.
3. Higher duties allowance:
 - A. A higher duties allowance shall be paid to an employee who, at the request of the employer is substantially performing the duties and carrying the responsibilities of a position or grade higher than the employees own.
 - B. The higher duties allowance shall be \$3.00 per hour provided a minimum of 8 consecutive hours of qualifying service is worked per day or shift. Where an employee performs the duties of the higher position for more than 5 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.

Renal Physiologists Other DHBs

1. Overtime:
 - B. The following overtime payments shall apply where Employees work a 10 shift roster pattern:
 - ii. Ten hour shifts: T1.5 after 10 hours for the 11th hour, then T2 for all hours worked thereafter;
2. Higher duties allowance:
 - C. A higher duties allowance shall be paid to an employee who, at the request of the employer is substantially performing the duties and carrying the responsibilities of a position or grade higher than the employees own.
 - D. The higher duties allowance shall be \$3.00 per hour provided a minimum of 8 consecutive hours of qualifying service is worked per day or shift. Where an employee performs the duties of the higher position for more than 5 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.

Schedule 7 Advanced Practice Positions

As provided for under clause 5.1.5 the employer may establish advanced technical and/or clinical positions based on the following criteria where the employer identifies that such a position is necessary to meet the needs of the service. There is no requirement that the employers establish these positions if there is insufficient service need. The titles and associated criteria are indicative.

Current placement rules (as per Collective Agreement 20 October 2022 – 31 May 2024) on salary scales will remain effective until such time that the Career Framework and/or Job Sizing Methodology has been implemented.

Specialist Clinical Physiologist

Placement of Specialist Clinical Physiologists on the salary scales will be in accordance with the placement rules for either the core or designated scales contained in Clause 5.2. The development and implementation of a Career Framework will further guide placement of these roles, and may impact the criteria for recognition as set out below. Where there may be variation between this Schedule and the provisions of a Career Framework, the Career Framework will take precedence.

- Relevant NZQA Level 8 in addition to entry level qualification; or actively working towards Level 9 qualification or equivalent
- Preferably six+ years practicing in the specific area
- Practice and further training has been completed in sub-specialist modality/area
- Highly developed specialist practical and theoretical knowledge within specialty/sub-specialty areas including knowledge of all modalities in the specialty area
- Independent performance is fluid and flexible and highly proficient in generalist or specialist positions
- Demonstrates specialist technical knowledge and clinical skills in complex contemporary clinical practice when applied to a single specialty or a high level across two or more clinical areas or modalities
- Identifies, prepares, monitors and maintains materials and equipment for investigations and procedures
- Provides clinical leadership to other practitioners
- Publishes and presents nationally and/or internationally
- Contributes to profession through clinical audit and research and quality improvement activity at local and regional levels
- Further develops clinical leadership, planning, and skills in training others and provides consultation to others within team
- Identifies risks relevant to the clinical speciality and takes a problem solving approach to risk mitigation Contributes to development of clinical policies, pathways, protocols, and guidelines at local and regional levels
- Provides highly specialised training of qualified staff in advanced techniques, investigations, reporting and protocols

Advanced Practice Physiologist

Placement of Advanced Practice Physiologists on the salary scales will be in accordance with the placement rules for either the core or designated scales contained in Clause 5.2. The development and implementation of a Career Framework will further guide placement of these roles, and may impact the criteria for recognition as set out below. Where there may be variation between this Schedule and the provisions of a Career Framework, the Career Framework will take precedence.



- Relevant NZQA Level 9 qualification or equivalent
- Preferably nine years *post graduate experience* in the field
- Mastery level of practice demonstrating strong evidence-based practice commensurate with 'expert in the field'
- Demonstrates ability to apply expert clinical competence to a highly advanced level of complexity in a defined clinical area within recognised scope of practice
- Provides expert technical support to others during highly complex investigations and procedures and undertakes trouble shooting, including in relation to materials and equipment
- Acts as an expert clinical resource person on complex issues at local/regional/national and possibly international levels, guiding practice and assessing competence to meet the clinical needs of the service
- Undertakes complex troubleshooting in relation to materials and equipment for investigations and procedures
- Highly skilled analytic and evaluative skills are applied in situations with which the physiologist has had no previous experience
- Provides detailed expert clinical analysis of investigations providing full and comprehensive reports and advising on appropriate action and/or referring as appropriate
- Expert role in patient care, communication, collaboration, innovation, research and education in a specific specialty and/or expert area of practice
- Demonstrates a high level of clinical reasoning that shows intuitive understanding of each situation and identifies the accurate region of the problem without unnecessary consideration of a wider range of unproductive, alternative diagnoses and solutions
- Ability to critique and analyse multiple sets of detailed and advanced clinical and technical information and make clinical decisions based on the results
- Leads development of clinical policies, pathways, protocols, and guidelines at local/regional/national and possibly international level
- Demonstrates a high level of clinical leadership in the development of professional standards, guidelines and competencies in a given area in a local, regional and national capacity as evidenced by being in a leading position within the profession
- Supports and facilitates practice development and clinical project work
- Demonstrates innovative and intuitive assessments of service development needs to guide service development within specialty/ies
- Manages risk through expert clinical leadership and critical thinking processes
- Makes significant contribution to the development of professional understanding on a local, regional, national or international basis through clinical leadership; research; evaluation; professional and service development relevant to the area at local, regional, national and possibly international levels
- Recognised as a national and/or international authority providing counsel in matters relating to clinical area of expertise to stakeholders both within and outside of the discipline