

Te Whatu Ora **Health New Zealand**

Medical Radiation/Imaging Technologists
(Counties-Manukau, Waikato and MidCentral Districts)
Collective Agreement

2 December 2022 to 30 June 2024

(as varied with effect from 13 March 2023)



Te Whatu Ora
Health New Zealand

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Medical Radiation/Imaging Technologists Collective Agreement

This agreement is made pursuant to Section 54 of the Employment Relations Act 2000.

Te Tiriti o Waitangi

- (a) Te Whatu Ora and the PSA acknowledge the importance of Te Tiriti o Waitangi as the constitutional basis of the relationship between Māori and the Crown, and the unique status of Māori as tangata whenua of Aotearoa/New Zealand.
- (b) Te Whatu Ora and the PSA are committed to implementing Te Tiriti o Waitangi between Māori and the Crown and will promote and enable an understanding of the principles and their implementation in the workplace.
- (c) The parties' obligations include:
 - (i) developing a good understanding of the needs and aspirations of whānau, hapū, iwi and Māori communities, including through building awareness of the aims of He Korowai Oranga - the Māori Health Strategy and the Māori Health Action Plan.
 - (ii) developing the capability (skills, knowledge and behaviour) required to engage meaningfully with Māori.
 - (iii) developing, in a supportive environment, knowledge of Te Tiriti o Waitangi and Te Ao Māori and how this applies in the context of the work we do and the communities we serve.
 - (iv) enabling all employees to gain an understanding of the responsibilities and obligations of Te Tiriti o Waitangi and be able to demonstrate this in our workplace.
 - (v) encouraging the development in, and the promotion of, Te Reo Māori.
- (d) Te Whatu Ora and PSA members acknowledge their respective responsibilities and commitments to the clauses above

Parties

1.1 The parties to this agreement shall be:

- (a) Te Whatu Ora/Health New Zealand (referred to throughout this agreement as "the Employer");
- (b) The Public Service Association (referred to throughout this agreement as "PSA").

1.2 Subsequent Parties

- (a) The parties agree that the following provisions will apply for subsequent employee parties to this Agreement:
- i The parties agree that any employee who is engaged by the employer between the date this agreement comes into effect and the expiry date shall, in the first instance, be offered in writing the opportunity to become a party to this agreement.
 - ii If this offer is accepted the new or current employee shall from the date of becoming a party, be entitled to all the benefits, and be bound by all the obligations, under this agreement.
 - iii The name of any new employee who becomes party to this agreement by virtue of their membership of the PSA shall be deemed to be covered by this Agreement.
- (b) Additional Districts
Additional Districts may be added to the coverage of this Collective Agreement by agreement between the parties.

1.3 Application/Coverage

This agreement shall apply to:

- All Medical Radiation/Imaging Technologists (MRTs/MITs) required to hold a practicing certificate, including 2IC, Modality Leads/Unit or Area Charge and Charge MRTs/MITs, and student MRTs/MITs, Clinical Tutor; and
- Any other employee substantially employed as a Medical Radiation/Imaging Technologist who is required to hold a practicing certificate who may, from time to time, use (an) alternative title(s)

who are employed at Counties-Manukau District or, from 13 March 2023, Waikato or MidCentral Districts.

This agreement excludes sonographers.

1.4 Variations

The provisions contained in this agreement shall apply to all employees except where an individual or a group of employees agree to alternative arrangement which are recorded in writing and signed by the parties directly affected.

Interpretations

2. Interpretations

Base Salary means the annual salaries provided for in this agreement, and that which is payable for sick leave, all other leave except annual leave, parental leave grant, gratuity payment, and redundancy payments.

Casual Employee means an employee who has no guaranteed hours or days of work.

Charge Medical Radiation Technologist means the principal Medical Radiation Technologist in the department.

Clinical Tutor means a qualified MRT/MIT who is responsible for teaching external students on behalf of an external recognised training provider and is wholly or at least substantially employed in that work. As this role is funded by a recognised training provider its ongoing existence is dependent on continued funding by a recognised training provider.

Divisors for Base Salaries – Counties Manukau District the normal hourly rate of pay will be one two thousand and eightieth part, correct to three decimal places of a dollar, of the base salary.

Divisors for Base Salaries – Waikato and MidCentral Districts the hourly rate divisor will be 2,086, correct to three decimal places of a dollar, of the base salary.

Duty means a single, continuous period of work required to be given by an employee, excluding on-call and call-back. A duty shall be defined by a starting and finishing time.

Modality Lead (formerly Grade) Medical Radiation Technologist means a Medical Radiation Technologist who is responsible for a modality by reason of special duties is for the purposes of this agreement designated by CM District as a Modality Lead Medical Radiation Technologist.

Unit or Area Charge means an employee supervising an independent department in each of the which imaging equipment is operated for the purpose of examination or treatment (e.g. angiography, CT, mammography, Nuclear Medicine, MRI, plain films, PACS), or any other employee who by reason of special duties or responsibilities is for the purpose of this agreement designated as such by the employer

Medical Radiation Technologist (MRT) or Medical Imaging Technologists (MIT) means a registered Medical Radiation/Imaging Technologist who is required by the employer to hold a practicing certificate, and Student Medical Radiation/Imaging Technologist.

Part Time Employee means an employee, other than a casual employee, who is engaged to work on a regular basis but less than the ordinary hours of work for full-time employees. They shall be paid a 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 worked during a fortnight bears to full-time hours.

Qualified Medical Radiation Technologist means a Medical Radiation Technologist who has passed an examination that is approved by the Medical Radiation Technologist Board as a registrable qualification.

For registered MRTs **Service** means the aggregate of;

Service with the Employer as a registered MRT (including any individual employees' service previously recognised at the commencement date of this agreement).

Service with any District Health Board, Regional Health Authority, or Public Health Commission as a registered MRT.

For student MRTs who undertake their training placements at the Employer, the Employer will recognise their aggregate service with the Employer on appointment as being equivalent to 8 months service for the purposes of leave, redundancy and gratuity calculations.

Student Medical Radiation Technologist means an employee who whilst employed is concurrently undergoing a course of training leading to a qualification in Medical Radiation Technology that is recognised by the Medical Radiation Technologist Board as registerable.

Substantially means being engaged in a particular job or position for the majority of time in any one week.

Temporary Employee means an employee whose term of employment is fixed by agreement prior to commencement.

Training School means an institution recognised by the Minister of Education as a training school for Medical Radiation Technologists.

T1 (Time One) means the normal hourly rate of pay

T1 1/2 (Time One and a half) means 1.5 times the normal hourly rate of pay

T2 (Time Two) means twice the normal hourly rate of pay

Full-Time Employee means an employee who is engaged to work not less than the basic hours set out under “hours of work” in this agreement.

3. Hours of Work and Related Issues

3.1 Hours of Work

- (a) Ordinary hours of work shall be eighty (80) per fortnight and not more than 8 hours per day (Waikato and MidCentral) or 10 hours per day (Counties Manukau).
- (b) No more than seven (7) consecutive days should be worked without two consecutive days off. Each employee shall have a minimum of 4 days off during each 2-week period.
- (c) By mutual agreement rostered duties can be up to ten (10) hours per day but in that case shall be limited to no more than four (4) consecutive days. Provided however that in emergency circumstances the Employer may require an employee to work at other times and for periods other than those specified. Provided further that the restrictions outlined above may be varied by agreement between the employee and the Employer.
- (d) Rosters shall be provided 28 days in advance and can only be changed by mutual agreement, or in emergency circumstances.
- (e) Provided that for CM District the hours of work up until and including 31 July 1995 shall be as per the previously applicable collective employment agreement. Provided further that for those employees unable to change their hours of work for personal reasons on 1 August 1995, variations to this agreement to accommodate their individual

circumstances will be agreed and recorded between the parties by way of an exchange of letters.

- (f) Night rosters shall provide for a sleep day (that being the 24 hour period following the cessation of the night duty and not being a rostered day off) and as a minimum one further day off after any period of consecutive night duties
- (g) A staff member will not be rostered on to more than two consecutive weekends unless mutually agreed.

3.2 Meal Periods and Rest Breaks

- (a) Except when required for urgent or emergency work and except as provided in (b) below, 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.
- (b) Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.
- (c) 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.
- (d) 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 \$2.20 per day in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay.

3.3 Minimum Breaks Between Spells of Duty

- (a) A break of at least nine continuous hours will be provided wherever possible between any two periods of duty of a full shift or more.
- (b) Periods of a full shift or more include:
 - i Periods of normal rostered work; or
 - ii Periods of overtime that are continuous with a period of normal rostered work; or
 - iii Full shifts of overtime/call-back duty.
- (c) This requirement to provide a break wherever possible applies whether or not any additional payment will apply.
- (d) If a break of at least nine 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 continuous hours is taken and it shall be paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime which precedes it.
- (e) If such a break has been provided before the call-back, it does not need to be provided afterwards except for those employees who are called back between 2200 hours and 0600, for whom the break must be provided after the call back unless mutually agreed.

- (f) Time spent off duty during ordinary hours solely to obtain a nine hour break shall be paid at ordinary time rates. Any absence after the ninth continuous hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.

3.4 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.

3.5 Flexible Work

The parties support the Public Service Commission/Te Kawa Mataaho’s “flexible by default” principles:

a) IF NOT, WHY NOT – All roles are treated as flexible unless there is a genuine business reason for a role not to be. Flexibility is equally available to women, men and gender-diverse employees, irrespective of the reason for wanting it. Working flexibly will not undermine career progression or pay.

b) WORKS FOR THE ROLE - Every role should be suitable for some form of flexibility but not every type of flexibility will work for every role. Genuine business reasons may mean that some types of flexibility cannot be implemented for some roles.

c) WORKS FOR AGENCIES AND TEAMS – Flexible working should not be viewed as something which is just agreed between an employee and manager. This means that the impact of flexible arrangements should be considered on teams, and the agency as a whole.

d) REQUIRES GIVE AND TAKE – Flexibility requires give and take between the employee, manager and team. It also places collective obligations on employees, managers and teams to be open and adaptable so that it works for everyone.

e) MUTUALLY BENEFICIAL – Flexible working needs to work for the agency, teams and employees. Consideration should be given to how flexible work arrangements can maintain or enhance service delivery and the performance of the agencies, teams and employees. It should not result in increased workloads for employees working flexibly, or for other team members who are not.

f) ACTIVELY CHAMPIONED BY LEADERS – Leaders support, champion and role model flexible working for their teams and themselves.

Overtime and Penal Time

4. Overtime and Penal Time Provision

4.1 Time in Lieu

Equivalent time off in lieu of payment for work performed outside normal hours may be granted at the discretion of the Manager.

4.2 Overtime

- (a) Overtime is defined as time worked in excess of 8 hours per day or the rostered duty, whichever is greater, or 80 hours per two week (14 day) pay period when such work has been properly authorised.
- (b) If an Employee is absent for any day, days or part of a day on account of annual, sick or other leave, either with or without pay, the qualifying period for the payment of overtime shall be reduced by the Employee's ordinary or rostered hours of duty (not exceeding the number of hours of the rostered shift) for such absences.

4.3 Overtime Rates

- (a) Overtime shall be paid at the following rates:
- (b) For the first three hours worked on any day, between midnight Sunday Monday and midnight Friday/ Saturday at one and one half times the ordinary hourly rate of pay (T1-1/2) and at double the hourly rate of pay thereafter.
- (c) In respect of overtime worked from midnight Friday/Saturday to midnight Sunday/Monday, or on a Public Holiday, or when nightly rate is payable, at double the ordinary hourly rate of pay (T2).
- (d) With effect from 13 March 2023 the following will replace 4.3(b) and (c) above:
 - (i) on any day (other than a public holiday) from midnight Sunday/Monday to midnight on the following Friday shall be paid at one-and-one-half times the ordinary hourly rate of pay (T1.5) for the first three hours and at double the ordinary hourly rate of pay (T2) thereafter.
 - (ii) 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 paid at double the ordinary hourly rate of rate (T2).

4.4 Call back

The following clause applies to MITs employed at Waikato and MidCentral Districts from 13 March 2023. Prior to this date the arrangements in clause 4.4 of the previous Waikato Collective Agreement (1 February 2020 to 31 March 2022) continue for MITs at Waikato, and the provisions of their individual employment agreements for MITs at MidCentral continue.

In respect of work which is not continuous with a duty, an employee shall be paid for a minimum of three (3) hours, or for actual working and travelling time, whichever is the greater, when the employee:

- (a) Is called back to work after completing a duty and having left the place of work; 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.

Payment for call-back shall be at the appropriate overtime rates. The provisions of the Clause on Public Holidays are noted in respect of time in lieu for work on Public Holidays where an employee is called back to work (i.e. where an employee is required to work on a Public Holiday because of call-back, they shall be entitled to a day in lieu).

- (c) An employee who is required to be on call on a public holiday, but is not called into work, shall be granted an alternative holiday, except where the public holiday falls on a Saturday or Sunday and its observance is transferred to a Monday or Tuesday which the employee also works. Such an alternative holiday shall be taken and paid as specified in the Holidays Act 2003.

4.5 Fatigue management for on-call

Where a weekend on call is worked and the cumulative number of hours worked over that weekend is greater than 14, the employee shall be entitled to the subsequent Monday as a paid day off. To facilitate staffing this day may be moved to the Tuesday after the weekend worked, by agreement.

For the sake of clarity:

- “hours worked” means from the beginning of a call back when the employee receives the call, to the end of that call back when the employee returns home to a maximum 20 minutes travelling time each way.
- This provision shall only apply where an employee is rostered to work for 12 consecutive days counting the weekend days on call.
- This clause shall only apply to employees who work 0.9 FTE or greater (35 hours per week or greater) and those employees grand parented as full time employees whilst working less than 40 hours by virtue of clause 3.1(i).
- For those part time employees working less than 0.9 FTE (less than 35 hours per week), this clause will apply where reasonable grounds on the basis of health and safety arise.
- For the purposes of this clause the weekend shall comprise the 48 hour period commencing at midnight Friday/Saturday.

4.6 Part-time Employees

Overtime rates will only apply where the part-time worker has worked in excess of the full-time ordinary hours per day or per two week (14 day) pay period; provided that where part-time workers are part of an official on call roster and are called out from their place of residence in emergency circumstances, then the provisions of clause 4.4 shall apply.

4.7 Penal Time

Penal time is defined as time (other than overtime) worked within basic fortnightly hours between midnight Friday/Saturday to midnight Sunday/Monday, or Public Holiday.

4.8 Penal Rates

Penal time shall be paid at a rate of T1/2 times the ordinary hourly rate, in addition to the ordinary hourly rate for all hours which so fall. Provided that penal time worked on a Public Holiday shall be paid at a rate of T1 times the ordinary hourly rate in addition. Provided further that employees who are required to work on the day on which a transferred statutory holiday actually falls (i.e. the calendar date of that holiday rather than the date of the transferred holiday), as part of their normal hours of duty, shall be paid at T1 in addition to the ordinary hourly rate of pay for the hours worked.

4.9 Night Rate

- (a) An Employee will be paid at T1/4 times the ordinary hourly rate in addition to the ordinary hourly rate of pay for all hours worked between 2000 hours and 0730 hours. In addition, an allowance of \$25.00 per shift shall apply to employees who work the night shift.
- (b) Night rate is not payable when overtime or penal time is being worked, except, in Counties Manukau District only, from midnight Friday to 0730 Saturday and midnight Saturday to 0730 Sunday.

Remuneration

5. The 40 Hour Week Salary Scales are determined by a 2080 annual divisor.

- See appendix 2 for 35 hour and 37.5 hour week salary scales for additional parties to this agreement.

5.1 MRT/MIT salary scale except for MRI.

Charge MRT/MIT

	Current	Effective 29 August 2022	Progression Criteria
Step 15	\$112,382	\$118,098	
Step 14	\$110,070	\$115,831	Progression to the next step is subject to satisfactory performance appraisal
Step 13	\$106,115	\$111,830	Progression to the next step is subject to satisfactory performance appraisal

Modality Lead (formerly Grade) MRT, Unit or Area Charge MIT

	Current	Effective 29 August 2022	Progression Criteria
Step 12	\$102,094	\$107,829	
Step 11	\$98,112	\$103,829	Progression to the next step by completing merit criteria
Step 10	\$94,106	\$99,830	Auto progression to next step after 1 year

2IC MRT (Counties Manukau District only) or Clinical Tutor

	Current	Effective 29 August 2022	Progression Criteria
Step 9	\$90,111	\$95,828	

Step 8	\$86,113	\$91,828	Progression to the next step subject to achievement of mutually agreed objectives set prospectively at the performance review
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Staff MRT/MIT

	Current	Effective 29 August 2022	Progression Criteria
Step 9	\$90,111	\$95,828	
Step 8	\$86,113	\$91,828	Progression to the next step by completing merit criteria
Step 7	\$81,325	\$87,038	Progression to the next step subject to achievement of mutually agreed objectives set prospectively at the performance review
Step 6	\$78,731	\$84,201	Auto progression to next step after 1 year
Step 5	\$73,401	\$79,114	Auto progression to next step after 1 year
Step 4	\$69,442	\$75,151	Auto progression to next step after 1 year
Step 3	\$65,401	\$71,189	Auto progression to next step after 1 year
Step 2	\$61,444	\$67,227	Auto progression to next step after 1 year
Step 1	\$57,488	\$63,356	Auto progression to next step after 1 year

Student MRT/MIT

	Current		Effective 29 August 2022	Progression Criteria
		Step 3	\$58,393	
		Step 2	\$55,115	Auto progression to next step after 1 year
Step 3	\$39,603	Step 1	\$51,820	Auto progression to next step after 1 year
Step 2	\$37,511			
Step 1	\$37,180			

Translation – Students employed at 29 August 2022 shall translate onto the new step 1 from that date. This translation shall reset the anniversary for salary progression purposes for those students translating from the old step 1 or step 2 (i.e. they shall progress to the new step 2 on 29 August 2023). Students who translate from the old step 3 shall retain their anniversary date for pay progression purposes.

5.2 MRT Salary and Wage Progression (Excluding MRI Technologists)

5.2.1 Charge MRT/MIT

- The Charge MRT/MIT will have a minimum starting salary of step 13.
- Progression between steps is subject to completion of satisfactory performance appraisal.

5.2.2 Modality Lead (formerly Grade) MRTs, Unit or Area Charge MITs

- Modality Lead MRTs and Unit of Area Charge MITs shall have access to steps 10-12.
- Progress from step 10 to step 11 shall be on completion of one year's satisfactory service in the role.
- Progress from step 11 to step 12 shall be after a minimum of 1 year on step 11 and on the basis of satisfactory completion of the Modality Lead/Unit or Area Charge Merit Criteria.

5.2.3 Clinical Tutor

Shall be paid a minimum of step 8 or 1 step above current step, whichever is greater, for the proportion of time employed to undertake the clinical tutor duties. A clinical tutor on step 8 shall progress to step 9 on the achievement of mutually agreed objectives set prospectively at the performance review.

5.2.4 2 I C (Counties Manukau District Only)

- 2iC MRTs shall have access to steps 8-9.
- Progression from step 8 to step 9 shall be after 1 year on step 7.

5.2.5 Staff MRTs/MITs

- (a) Staff MRTs/MITs will have access to steps 1-7.
- (b) Progress from step 1-7 shall be by automatic annual increment and can be accessed by additional progression under (c) and (d) below
- (c) To recognise increased skills and flexibility those employees who:
- are available and work across more than one skill set (For the purposes of this clause a skill set shall include CT, Angiography (interventional and Cath Lab), PACS administration, mammography, plain films (including CR), or
 - achieve a relevant post graduate diploma (or equivalent) in diagnostic general imaging

shall be entitled to be paid one step above their existing salary to a maximum of step 8.

This does not apply to 2iC, Modality Lead (formerly Grade), Unit or Area Charge MITs or Charge MRTs/MITs.

- (d) Staff not eligible for progression under clause (c) above (note increments under clauses (c) and (d) will not be cumulative):

- i Up to step 7 may have a single step enhanced salary progression by completing mutually agreed, prospectively set merit criteria.
- (e) Progression above step 7, to step 8 shall be after a minimum of 1 year on the preceding step and on completion of mutually agreed, prospectively set expert merit criteria.
- (f) MRTs requested to comply with the national policy and quality standards prescribed by BSA shall be entitled to be paid one step above their existing salary in addition to the entitlement under 5.2(c) above to a maximum of step 9.

5.2.6 Placement of employees on the scale.

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

5.2.7 Student MRTs/MITs

The parties agree that students taking part in rostered clinical-based training shall not be paid where they are supernumerary and under on-site supervision of a registered Medical Imaging Technologist.

Other than as provided above, students will be entitled to all conditions of employment on a pro rata basis. In consultation with the student, rostering of (supervised) work shifts shall occur as follows:

When they are not supernumerary and performing the duties of an MIT.

Students may be rostered to work for any 8-hour shift between 0700 - 2230 Monday – Friday as required by the employer.

Students may be requested to work rostered weekend shifts. These shifts will still be considered to be training but will be paid.

5.3 MRI salary scale

MRI Scale

	Current	Effective 29 August 2022	Progression Criteria
Step 10	\$114,029	\$119,884	
Step 9	\$110,537	\$116,397	
Step 8	\$107,069	\$112,912	
Step 7	\$104,783	\$110,624	Progression to the next step by completing merit criteria
Step 6	\$101,477	\$107,314	Progression to the next step by completing merit criteria
Step 5	\$97,732	\$103,564	Auto progression to next step after 1 year
Step 4	\$94,697	\$100,794	Auto progression to next step after 1 year
Step 3	\$92,201	\$98,026	Auto progression to next step after 1 year
Step 2	\$89,424	\$95,241	Auto progression to next step after 1 year
Step 1	\$86,591	\$92,408	Auto progression to next step after 1 year

MRI Trainee Scale

	Current	Effective 29 August 2022	Progression Criteria
Step 3	\$73,492	\$79,308	
Step 2	\$70,578	\$76,372	Progression as per 5.9(g)
Step 1	\$67,762	\$73,551	Progression as per 5.9(g)

5.4 For MRI the following progression shall apply:

- (a) Movement through Steps 1-6 of the scale shall be by automatic annual increments. Note the transition process in the Terms of Settlement
- (b) Progression beyond Step 6 shall be dependent on job content, skill shortage, responsibilities of the position, and the employee's level of performance. Progression shall recognise that clinical skill, knowledge and responsibility, as well as managerial and leadership responsibilities shall be rewarded.
- (c) The minimum payable to a specialist or Grade MRI Technologist shall be step 7. The employee shall progress to step 8 on the achievement of mutually agreed objectives set prospectively at the performance review undertaken when the employee is on step 7. Progression shall not be denied where a performance review is not completed through no fault of the employee or where work objectives are not met due to work reassignment directed by the employer.
- (d) The minimum payable to a Charge MRI Technologist shall be step 9.
- (e) All service as an MRI Technologist, trainee MRI Technologist or MRT and all periods of service in the employ of Te Whatu Ora, a DHB, CHE, HHS, and Area Health Board, a separate institution or the crown in New Zealand shall be counted when determining the commencing step on the salary scale.
- (f) Notwithstanding the rates of salary specified above after having regard to the educational qualifications, and experience of a person appointed to this scale, the employer may pay a commencing salary higher than the first step (note: Whilst undertaking training towards qualification as an MRI, Technologist, employees will continue to be employed on the MRT scale or the trainee scale above, whichever is the higher rate).
- (g) Trainee MRI technologists shall advance to Step 2 of the Trainee MRI technologists salary scale when either of the following occurs:
 - i The employee commences on the on-call roster; or
 - ii The employee successfully completes an MRI post graduate certificate or equivalent and has completed a further six months practical experience as a trainee MRI technologist.

The employee will progress to step 3 of the trainee scale after 12 months on step 2, subject to making satisfactory progress against the academic and clinical experience requirements of the training programme, as agreed with the nominated supervisor.

5.4 Annual Increments

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

Allowances and Expenses

6. Allowances and Expenses

6.1 On Call Allowance

- (a) Where an Employee is instructed to be on call during normal off duty hours, an on call allowance of \$8.00 per hour shall be paid while on call.
- (b) Where an Employee is instructed to be on call on a Public Holiday during normal off duty hours, an on call allowance of \$10.00 per hour shall be paid while on call.
- (c) Where an employee is instructed to be on call a cell phone shall be made available to the employee while on call, at no expense to the employee.
- (d) The on call allowance is payable for all hours the Employee is rostered on call including time covering an actual call out.
- (e) Where an Employee is called back to duty outside that Employee's rostered hours of work the Employee shall be reimbursed actual and reasonable expenses for transport to and from call duty.
- (f) The Employer undertakes to provide a cell phone for MRTS when they are required to be available to be called back on the first on call roster.

6.2 Higher Duties Allowance

- (a) Where the Charge / Modality Lead / Unit or Area Charge MRT is absent for a minimum of one full shift due to leave, sickness etc. and a Modality Lead / Unit or Area Charge / Staff MRT is appointed to co-ordinate the shift in his or her absence, the person shall be paid an allowance of \$30.00 per shift in addition to the remuneration normally paid for such a shift.
- (b) Where a staff MRT/s is temporarily appointed to a higher position for a period of the Modality Lead / Unit or Area Charge's absence of 32 hours or more within a working week, the staff MRT/s will receive the difference between their salary and Step 1 of the Grade salary.
- (c) Where a Modality Lead / Unit or Area Charge MRT(s) is/are temporarily appointed to a higher position for a period of the charge MRT's absence of 32 hours or more within a working week, the Modality Lead / Unit or Area Charge MRT(s) will receive the difference between their current salary and the minimum salary for a Charge MRT (Step 13), or a minimum of one step above their current level of salary, whichever is greater.

6.3 Meal Allowance

A shift worker who works a qualifying shift of 8 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 \$11.00 or, at the option of the Employer, be provided with a meal.

6.4 Reimbursement of Expenses

- (a) Employees who are instructed by the Employer to use their private motor vehicle on Company business shall be paid a motor vehicle allowance as promulgated from time to time by the State Services Commission in terms of the agreed formula.

- (b) When Employees are instructed to leave and return to their normal place of work on the same day on Company business, they shall be reimbursed for actual and reasonable expenses.
- (c) In all other circumstances with the prior approval of the Employer, actual and reasonable expenses incurred while on the business of the Employer shall be reimbursed.

6.5 Reimbursement of Practising Certificate Expenses

- (a) Where an Employee is required by law to hold an annual practising certificate in order to practice that profession or trade with the Employer, the cost of the certificate shall be refunded to the Employee provided that:
 - (b) It must be a statutory requirement that a current certificate be held for the performance of duties.
 - (c) The Employee must be engaged in duties for which the holding of a certificate is a requirement.
 - (d) The employer shall reimburse annual membership fee of the New Zealand Institute of Medical Radiation Technologists (NZIMRT) or equivalent relevant professional organisation to the value of up to \$275 per annum on production of receipts.

6.6 Forensic Investigation Allowance

An employee who is required to perform a radiological procedure as part of a post mortem examination shall be provided the equivalent time off within 48 hours of the procedure being performed.

Where this is impractical (due to workloads or other reasons) an allowance of \$100.00 shall be paid per employee required to perform the procedure (to a maximum of 2 employees per procedure).

For monitoring purposes, where the allowance is paid to the employees performing the procedure, the union will be notified. The union will work with the Employer to minimise such occurrences.

Leave and Holiday Provisions

7. Public Holidays

7.1 The following provisions shall be observed as public holidays:

The following days shall be observed as public holidays:

- New Year's Day
- 2 January
- Waitangi Day
- Good Friday
- Easter Monday

- ANZAC Day
- Sovereign's Birthday
- Matariki
- Labour Day
- Christmas Day
- Boxing Day
- Anniversary Day (as observed in the locality concerned).

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

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

(b) If an employee is rostered on duty (i.e. does not apply to on-call work) on that Saturday or Sunday but does not work, they will be paid relevant daily pay for the day, and transfer of the observance will not occur.

NOTE:

When the public holiday for the employee is observed on the Saturday or Sunday, the weekday is treated as a normal working day for that employee, subject only to the possible payment of weekend rates in accordance with clause 7.5 below.

(c) Where an employee is not required to work that Saturday or Sunday, observance of the holiday shall be transferred to the following Monday and/or Tuesday in accordance with the provisions of Sections 45 (1) (b) and (d) of the Holidays Act 2003. For the purposes of this clause an employee is deemed NOT to have been required to work if they were NOT rostered on duty, or on-call, or were on-call but not called back to work.

7.3 In order to maintain essential services, the employer may require an employee to work on a public holiday when the public holiday falls on a day which, but for it being a public holiday, would otherwise be a working day for the employee.

7.4 When an employee works on a public holiday which would otherwise be a working day for the employee, they will be paid the rate as set out in clause 4.7 (T1) in addition to the ordinary rate of pay, for each hour worked and in addition to the ordinary rate of pay, for each hour worked and they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.

7.5 Should Christmas Day, Boxing Day, New Year's Day or 2 January fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 7.4 for time worked on the public holiday and then at weekend rates for the time worked on the corresponding weekday. Only one alternative holiday will be granted in respect of

each public holiday.

7.6 Should Waitangi Day or Anzac Day fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 7.4 for time worked on the public holiday and then at ordinary rates for the time worked on the Monday. Only one alternative holiday will be granted in respect of each public holiday.

7.7 An employee who is on call on a public holiday but is not called in to work, shall be granted an alternative holiday, except where the public holiday falls on a Saturday or Sunday and its observance is transferred to a Monday or Tuesday which the employee is required to work, in which case an alternative holiday shall be granted in respect to the transferred day only and taken and paid as specified in the Holidays Act 2003.

7.8 Those employees who work a night shift which straddles a public holiday shall be paid at public holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the shift. One alternative holiday shall apply in respect of each public holiday or part thereof worked.

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

(a) Fulltime employees

Where a public holiday, and the weekday to which the observance of a public holiday is transferred where applicable, are both rostered days off for an employee, they will be granted one alternative holiday in respect of the public holiday.

(b) Part-time employees –

Where a part-time employee's days of work are fixed, the employee shall only be entitled to public holiday provisions if the day would otherwise be a working day for that employee.

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

7.10 Public holidays falling during leave

(a) Leave on pay

When a public holiday falls during a period of Annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not debited against such leave.

(b) Leave without pay

An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay (including sick or military leave without pay) unless the employee has worked during the fortnight ending on the day on which the holiday is observed. Payment shall be in accordance with the Holidays Act.

(c) Leave on reduced pay

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

8. Annual Leave

8.1 Employees shall be entitled to 4 weeks annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause, except that on completion of five years recognised current continuous service the employee shall be entitled to 5 weeks annual leave.

8.2 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.

8.3 The following provisions shall apply for annual leave:

- (a) The employer may permit an employee to take annual leave in one or more periods.
- (b) The Employer may permit all or part of the annual leave accruing in respect of a year to be postponed to the next following year, but the annual leave entitlement at any one time shall not exceed the total of annual leave accruing in respect of two leave years.
- (c) Provided that, where an employee is on continuous leave without pay due to illness or accident the employee will be permitted to take or accumulate leave for up to two years. After this, an employee will not qualify for any further period of leave until duty is resumed.
- (d) Where an employee ceases duty, salary shall be paid for accrued annual leave and the last day of service shall be the last day of such accrued leave.
- (e) Where an employee has been granted special leave including leave without pay (but excluding sick, accident or military leave) for a period of not less than two (2) months, the **Employer** may exclude such time from service for leave purposes.
- (f) Every part-time employee will be entitled to annual leave as prescribed. Salary during leave will be paid for the employee's usual working week.
- (g) Anticipation of annual leave for overseas trip – An employee with over 20 years' current continuous service may anticipate one year's annual leave entitlement for the purpose of taking a trip overseas.
- (h) Leave without pay in relation to annual leave entitlement – An employee who is granted leave without pay and who remains in the Service of the **Employer**, will, except where provision is made otherwise, have such leave counted as service for annual leave purposes.
- (i) The provisions of the Parental Leave and Employment Protection Act 1987 shall apply in relation to annual leave when an employee takes a period of parental leave or returns to work from parental leave in accordance with Clause 15 of this Agreement.

9. Extra Leave for Shift Workers

9.1 “Shift work” is defined as the same work performed by two or more workers or two or more successive sets or groups of workers working successive periods.

Employees who are shift workers may be granted up to one week (five working days) additional annual leave on completion of 12 months’ employment on shift work (or pro rata according to proportion of the year on shift work) in accordance with the provisions outlined below:

(a) Any shift work performed during a period which is not overtime that meets any of the following criteria qualifies for additional leave:

i The shift work performed each day:

- Extends over at least 13 continuous hours, and
- Is performed by two or more workers working rostered shifts, and
- The shift involves at least two hours of work performed outside the hours of 8.00 am to 5.00 p.m.

(b) The shift work does not extend over at least 13 continuous hours each day but at least four hours of the shift work are performed outside the hours of 8.00 am to 5.00 p.m.

(c) The shift work is on a public holiday and performed between 8.00 am and 5.00 p.m. Monday to Friday.

(d) The shift work does not extend over at least 13 continuous hours each day but the shift work is performed on Saturday or Sunday between the hours of 8.00 am to 5.00 p.m.

(e) The shift work is performed:

i Is rostered and rotating, and

ii Extends over at least 15 continuous hours each day, and

iii Not less than 40% of the hours worked in the period covered by the roster cycle is outside the hours of 8.00 am to 5.00 p.m.

(f) The following additional leave is granted:

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

(g) **Provided** however that staff who do not qualify for a full extra week's leave in accordance with the above scale may alternatively qualify under one of the following criteria:

- i Shift workers who work alternating shifts may qualify for additional leave according to the number of shift changes occurring during the year provided that Employees who alternate on shifts which fall wholly between the hours of 6 am and 6 p.m. will not qualify for extra leave.
- ii Where the roster requires the shift worker to change as frequently as every week or less frequently (e.g. every two weeks), the following pro rata scale will apply:

Shift Changes each year	Number of days additional leave per annum
40 changes and over	5
32-39 changes and over	4
24-31 changes and over	3
16-23 changes and over	2
8-15 changes and over	1

(h) Where the roster requires the shift worker to change more frequently than every week (i.e. every day or every other day, etc.), the following pro rata scale will apply:

Number of weeks in leave year employed on such rosters	Number of days additional leave per annum
40 weeks and over	5
32-39 weeks	4
24-31 weeks	3
16-23 weeks	2
8-15 weeks	1

i **Provided** that, where circumstances require, Clauses (b) (i) and (ii) shall be applied cumulatively but not concurrently in respect of a single leave year.

(i) Shift workers who work ordinary hours of work which regularly commence up to three hours prior to 6 am or finish up to three hours later than 6 p.m. may also be considered for additional leave. The amount of leave will have regard to the following pro rata scale:

Number of weeks on "early" or "late" duties each year	Hours outside 6.00 am or 6.00 p.m.	Extra Leave per annum
40 or more weeks	Two hours up to three hours	5 days
	One hour up to two hours	4 days
	Two hours up to three hours	4 days
30-39 weeks		

20-29 weeks	One hour up to two hours	3 days
	Two hours up to three hours	3 days
15-19 weeks	One hour up to two hours	2 days
	Two hours up to three hours	2 days
	One hour up to two hours	1 day

- (j) An Employee who is regularly required to work ordinary hours of work which commence after 6.00 p.m. but are not part of a rostered shift system will not qualify for additional leave.

9.2 Additional leave for on-call workers

Employees who are required to be on-call will accrue additional leave at a rate of 1 day of leave for every 230 qualifying hours on call up to a maximum, of 5 days leave per annum.

10. Sick Leave

In applying the provisions of this clause, the parties note:

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

Arrangements applying to Counties Manukau District are included in Appendix One.

- 10.1 In accordance with the Holidays Act 2003 (as amended) on appointment to a DHB, 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.

10.2 Additional Discretionary Leave

- 10.2.1 In the event an employee has no entitlement left, 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 10.1.

- 10.2.2 In considering the grant 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
- 10.2.3 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.
- 10.2.4 Leave granted under this provision may be debited as an advance on the next years' entitlement up to a maximum of 5 days.
- 10.3 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.
- 10.4 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:
- 10.4.1 place the employee on suitable alternative duties, including working from home (where appropriate); or
- 10.4.2 direct the employee to take leave on full pay. Such leave shall not be a charge against the employees sick and domestic leave entitlement.
- 10.5 The employee can accumulate their entitlement up to a maximum of 260 days. Any unused portion of the first five days entitlement, up to a maximum of 15 days, can be carried over from year to year and will be paid at relevant daily pay, in accordance with the Holidays Act 2003.
- 10.6 The provisions of this clause are inclusive of the provisions of the Holidays Act 2003.
- 10.7 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.
- 10.7.1 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.
- 10.7.2 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.
- 10.7.3 The production of a medical certificate or other evidence of illness may be required.
- 10.8 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:
- 10.8.1 the period of sick leave is more than three days, and a medical certificate is produced.
- 10.8.2 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 10.8 and 10.8.1 above apply.
- 10.8.3 annual leave or long service leave may not be split to allow periods of illness of three days or less to be taken.
- 10.9 During periods of leave without pay, sick leave entitlements will not continue to accrue.

10.10 Where an employee has a consistent pattern of short-term Sick Leave, or where those absences are more than 10 working days/shifts or more in a year, then the employee's situation may be reviewed in line with the DHB'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.

10.11 ACC and Sick Leave

10.11.1 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.

10.11.2 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.

10.11.3 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.

11. Bereavement/Tangihanga Leave

- (a) 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 who 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, which shall be not less than the minimum required by the Holidays Act 2003."
- (b) If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of a. above. This provision will not apply if the employee is on leave without pay.
- (c) In granting time off therefore, and for how long, the Employer must administer these provisions in a culturally sensitive manner.

12. Long Service Leave

Arrangements applying to Waikato District are included in Appendix Three.

12.1 Eligibility

- (a) Employees who have completed ten (10) years' continuous service may be granted once only two (2) weeks' long service leave. For each additional five (5) years' continuous service with the Employer, the employee will be granted a further once only one (1) week of long service leave.

12.2 This provision is not in addition to entitlements provided by previous Collective Agreements.

12.3 Leave without pay in excess of three months (including sick leave without pay): taken on any one occasion cannot be included in the 20 year qualifying period, unless otherwise agreed (e.g. training courses, military leave, government sponsored programmes, etc.).

12.4 Employees who resign (except as specified in (b) below) or who are dismissed, except through no fault of their own, will forfeit any long service leave to which they might otherwise be entitled.

12.5 Procedures for taking Long Service Leave

Long Service Leave must be taken in one period except that an employee recalled from leave because of an emergency is entitled to resume leave after the emergency.

- (a) Except as provided below long service leave must be taken within five years of qualification (which for employees with more than ten (10) but less than twenty (20) years of continuous service will be calculated from the commencement date of this collective agreement in respect of any current entitlement arising from this new provision) and before relinquishment of office or it will be forfeited. There are no exceptions to this rule.

- (b) Employees who have accrued long service leave and have not taken it before they resign or retire shall be paid for such leave upon termination.

12.6 Payment for long service leave is to be on the same basis of average earnings as applies with annual leave. Average earnings are to be assessed on the basis of the calculation year preceding the leave, and paid out at the commencement of the leave.

12.7 Allowances and other payments which continue during annual leave shall be payable during long service leave.

12.8 Where a public holiday or substituted succeeding day falls during a period of long service leave, the employee is entitled to the holiday which is not to be debited against such leave.

12.9 Reduced hours or part-time workers are to receive pro rata reduction of pay, during long service leave.

13. Jury Service

13.1 Employees called on for jury service leave are required to serve. Where the need is urgent, Employers may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.

- 13.2 An employee called on for such service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain the juror's fees and expenses paid.
- 13.3 Where leave on pay is granted, a certificate is to be given to the employee by the Employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of fees and expenses paid. The employee is to pay the fees received to the Employer but may retain expenses.
- 13.4 Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practical.

14. Family Violence Leave

- 14.1 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.
- 14.2 Employees affected by family violence have rights under the Employment Relations Act 2000, Holidays Act 2003 (relating to Family Violence Leave (ss72A-72)) and the Human Rights Act 1993.
- 14.3 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.

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 as job protection.

NOTE: references to adoption include whāngai arrangements where the employee becomes a primary carer for one or more children.

- 15.2 Parental leave is leave without pay (see Re appointment After Absence Due to Child Care).
- 15.3 Entitlement and eligibility: Provided that the employee assumes or intends to assume the care of the child born to or adopted by them or their partner, the entitlement to parental leave is:
- (a) In respect of every child born to them or to their partner;
 - (b) In respect of every child up to and including 5 years of age, adopted by them or their partner;

- (c) Where two or more children are born or adopted at the same time, for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.
- 15.4 Parental leave of up to 12 months is to be granted to employees with at least one year's service at the time of commencing leave.
- (a) 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.
- (b) 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 only one or both partners are employed by the Employer.
- 15.5 In cases of adoption of children of less than five years of age, parental leave shall be granted in terms of c. and d. above, providing the intention to adopt is notified to the Employer immediately following advice from the Department of Social Welfare to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an approved adoption placement shall be provided to the Employer's satisfaction.
- 15.6 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 practitioner certifying the expected date of delivery. The provision may be waived in the case of adoption.
- 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
- (a) Subject to (j) below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:
- i At the equivalent salary, grading;
 - ii At the same weekly hours of duty;
 - iii In the same location or other location within reasonable commuting distance; and

- iv Involving responsibilities broadly comparable to those exercised in the previous position.
- (b) Where applicable, employees shall continue to be awarded increments when their incremental date falls during absence on parental leave.

15.10 Options –

- (a) The employer must, as a first preference, hold the employee’s position open or fill it temporarily until the employee’s return from parental leave. In the event that the employee’s position is a “key position” (as defined in Section 41(2) of the Parental Leave and Employment protection Act 1987), the Employer may fill the position on a permanent basis.
- (b) Where the Employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 15.9 (a) above) is not available, the Employer may approve one of the following options:
 - i An extension of parental leave for up to a further 12 months until the employee’s previous position or a similar position becomes available; or
 - ii An offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in the (i) above for up to 12 months; or
 - iii The appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of (i) above for up to 12 months; Provided that, if a different position is accepted and within the period of extended parental leave in terms of (i) above, the employee’s previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or
 - iv Where extended parental leave in terms of (i) above expires, and no similar position is available for the employee, the employee shall be declared surplus in accordance with this agreement.
 - v If the employee declines the offer of appointment to the same or similar position in terms of subclause 15.9(a) above, parental leave shall cease.

15.11 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 maternity leave shall be the same as that immediately prior to such enforced reduction in hours.

15.12 Paid Parental Leave

Where an employee takes parental leave under this clause, meets the eligibility criteria in 15.3 (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.

The payment 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.

The payment shall be made only 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 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.

An employee returning from parental leave may request the Employer to vary the proportion of full-time employment from that which applied before the leave was taken. The granting of such a request shall be at the discretion of the Employer, that is the principle of job protection cannot be guaranteed.

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.

16. Paid Trade Union Education Leave

16.1 The union shall be entitled to paid employees education leave as follows:

- (a) The union will provide the employer with a minimum of 21 days' notice of intention to hold union education courses.
- (b) The employer shall release employees without loss of income to attend union training courses.
- (c) Where such release would jeopardise operational needs, the employer shall notify the union as soon as practicable and the parties will meaningfully consult with each other and resolve the difficulty.

16.2 The union shall be entitled to EREL as per the formula in Part 7, section 74 of the Employment Relations Act 2000.

16.3 Payment is for ordinary time earnings. No travel time or cost is included.

16.4 This clause is in full satisfaction of the Employment Relations Education Leave as per section 7, ERA 2000.

Terms of Employment and Other Provisions

17. Re-appointment After Absence Due to Child Care

- 17.1 Employees who resign to care for a dependent pre-school child or children may apply to their former employer for preferential re-appointment.
- 17.2 The total period of child care absence allowed is 4 years plus any increases in lieu of maternity leave. Longer absence renders a person ineligible for preferential appointment.
- 17.3 Absence for child care reasons will interrupt service but not break it.
- 17.4 The period of absence will not count as service for the purpose of sick leave, annual leave, retiring leave or gratuities, long service leave or any other leave entitlement.

18. Retiring Gratuities

- 18.1 The retiring gratuity clause from employee's employment agreements which applied immediately prior to this Agreement shall continue to apply on its terms. The provision for Counties Manukau is included in Appendix One.

19. Uniforms

- 19.1 All items of corporate uniform clothing supplied by the Employer shall be laundered by the employee.

19.2 Protective Clothing

- (a) 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 liable 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.

20. Training Support

- 20.1 The Employer is committed to the ongoing development of MRT's with respect to training and education. This includes ensuring MRTs continuing professional development as per requirements under the Health Practitioners Competency Assurance Act (HPCAA).

The Employer will provide an aggregated report annually (or more often on request by the PSA) on training activities and expenditure under this clause, including types of training activities and conferences attended.

- 20.2 With the prior approval of the employer, such approval not to be unreasonably withheld, employees will be reimbursed up to \$800 per annum (prorated to FTE worked) for expenses relating to continuing professional development. Part-time employees who are solely employed by the Employer shall be entitled to a minimum of \$400. This reimbursing allowance shall be made available to fund costs associated with meeting HPCA requirements and any other professional development which individual employees may wish to engage in outside of that required to meet HPCA requirements.

- There may be occasions where it is appropriate for MRTs to be offered more than \$800 per annum.

20.3 Reimbursement for cost of continuous professional development programmes will be included in spending limit of this clause

20.4 A minimum of five days at Counties-Manukau and Waikato Districts, a minimum of three days at MidCentral District, paid education leave will be available per person. When an employee attends an approved training course on a weekend, they shall receive a day off in lieu at a later mutually agreed date, and have a day deducted from their education leave balance.

- Both the leave and reimbursing allowance entitlements can be accrued up to a maximum of 3 years entitlement.

20.5 Qualified MRI employees shall be entitled to:

- (a) A minimum of 5 days approved education leave each year accumulative to three years. Compulsory requirements are not included in this allocation.
- (b) Reimbursement for all travel, accommodation, fees and expenses incurred to a maximum of \$2,500 per annum per the following provisions.
- (c) This entitlement may be accumulated to a maximum of \$7,500 over a three year period.
- (d) Where an employee also undertakes ordinary hours of work in the private sector in the specific field of work also performed in public, the sum of \$2,500 shall be prorated down equivalent to the hours worked in that specific field in private (e.g. if working 2/10th in private general MRI, reimbursement shall be to a maximum of \$2,000).

21. Management of Organisational Development

21.1 Regular consultation between the Employer, employees and the PSA is desirable on matters of mutual concern and interest. The aim of consultation is to facilitate continual innovation in the workplace. The management of organisation development processes under this clause involve firstly a consultative process and secondly a process for implementation of decision arising from the consultative process. This process is detailed in the document titled "Management of Organisational Development", which forms part of the terms and conditions of employment for the parties to the contract"

21.2 The employer accepts that elected delegates are the recognised channel of communication between the PSA and the Employer in the workplace.

21.3 Delegate means an employee who is nominated by the PSA and who is elected to act on the organisations behalf. The name of such delegates shall be advised to the Employer.

21.4 Paid time off shall be allowed for recognised delegates to attend meetings with management and consult with employees covered by this Agreement, other recognised workplace delegates and PSA officials. The purpose will be to consult and discuss the issues addressed in this clause, other clauses of this agreement and employee participation and staff surplus.

21.5 Prior approval for such meetings shall be obtained from the Employer and such approval shall not be unreasonably withheld.

21.6 The amount of time off and facilities provided shall be sufficient to allow full consideration of these issues addressed by this clause.

21.7 The management of organisation development processes under this clause involve firstly a consultative process and secondly a process for implementation of decision arising from the consultative process. The regular and existing consultative arrangements will continue.

22. Consultative Committee

22.1 A consultative committee shall be set up between the union, the management and the employees covered by this agreement consisting of representatives of all the parties.

(a) In general the purpose of the Consultative Committee shall be to:

- i Inform of future plans and to share information
- ii Encourage and facilitate employee participation in the services they are employed
- iii Provide a forum for improved collaborative input into the decision-making process.

(b) As such, the parties shall meet bi-monthly or as otherwise mutually agreed.

23. Staff Surplus

23.1 When as a result of the restructuring of the whole, or any parts, of the Employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), the Employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in subclause d. below shall be invoked and agreed on a case by case basis.

23.2 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:

(a) The person acquiring the business or the part being sold or transferred

- i Has offered the employee employment in the business or the part being sold or transferred; and
- ii Has agreed to treat service with the Employer as if it were service with that person and as if it were continuous; and

(b) The conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are the same as, or are no less favourable than, the employee's conditions of employment, including:

- Any service related conditions; and
- Any conditions relating to redundancy; and

- Any conditions relating to superannuation – under the employment being terminated; and
- (c) The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or part or the business either:
 - In the same capacity as that in which the employee was employed by the DHB; or
 - In any capacity that the employee is willing to accept.

23.3 Notification of a staffing surplus shall be advised to the affected employees and their union/representatives at least one month prior to the date of giving notice of the position required to be discharged to the affected employee. This date may be varied by agreement between the parties.

During this period, the Employer and employee, who can elect to involve their representative, will meet to agree on the option most appropriate to the circumstances. Where employees are to be relocated, at least three months' notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee and the Employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

23.4 The following information shall be made available to the PSA representatives in respect of affected employees they represent:

- i The location/s of proposed surplus
- ii The total number of proposed surplus employees
- iii The date by which the surplus needs to be discharged
- iv The positions, grading, names and ages of the affected employees
- v Availability of alternative positions with the Employer
- vi On request the PSA representative will be supplied with relevant additional information where available.

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

- i Reconfirmed position
- ii Attrition
- iii Redeployment
- iv Leave without pay
- v Enhanced early retirement
- vi Retraining
- vii Severance

Option (i) will preclude employees from access to other options. The aim will be to minimise the use of Severance.

23.6 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.

23.7 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.

23.8 Redeployment – Employees may be re deployed to a new job at the same or lower salary in the same or new location.

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

- i A lump sum to make up for the loss of basic pay for the next year (this is not abated by any subsequent salary increase); or
- ii An ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).
- iii 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.
- iv The redeployment may involve employees undertaking some on-the-job training.

23.9 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.

23.10 Retraining -

(a) Where a skill shortage is identified, the Employer may offer a surplus employee retraining to meet that skill shortage with financial assistance up to the maintenance of full salary plus appropriate training expenses. It may not be practical to offer retraining to some employees identified as surplus. The Employer needs to make decisions on the basis of cost, the availability of appropriate training schemes and the suitability of individuals for retraining.

(b) If an employee is re deployed to a position which is similar to his or her previous one, any retraining may be minimal, taking the form of “on the job” training such as induction or in service education. Where an employee is deployed to a new occupation or a dissimilar position the Employer should consider such forms of retraining as in-service education, block courses or night courses at a technical institute, nursing bridging programmes, etc.

23.11 Enhanced early retirement –

(a) Employees are eligible if they are within 10 years of the age of eligibility for National Superannuation and have a minimum of ten years' total aggregated service as defined in clause two, and with one or more of the following services:

- Public Service
 - New Zealand Post Office
 - New Zealand Railways
 - Any University in New Zealand
 - Any Health centre in any New Zealand Polytechnic or College of Education
- But excludes any service with any of the above services or other employer 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 other employers.

(b) Membership of a superannuation scheme is not required for eligibility.

(c) The provisions of the retiring gratuities shall apply and in addition, the employee shall receive the following:

- i 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
 - ii 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
 - iii 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
 - iv 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.
- NB: The total amount paid to the 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 compulsory retirement.
 - v If the employee has ten or more years' service, the full retiring gratuity set out in the scale within the Retiring Gratuities clause shall be paid.
 - vi Outstanding annual leave and long service leave may be separately cashed up.

23.12 Severance – Payment will be made in accordance with the following:

(a) "Service" for the purposes of this subclause l. means total aggregated service as defined in clause two, and with one or more of the following services:

- Public Service
 - Post Office
 - New Zealand Railways
 - Any University in New Zealand
 - Any Health Centre in any New Zealand Polytechnic and/or College of Education
- But excludes any service with any of the above Services or other employer 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 other employer.

(b) Payment will be calculated as follows:

- 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
- 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
- 4 per cent of basic salary only (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
- 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.

N.B: 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 compulsory retirement.

(c) If the employee has ten or more years' service, the full retiring gratuity as set out in the scale contained in the Retiring Gratuities clause shall be paid.

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

(e) 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).

(f) Outstanding annual leave and long service leave may be separately cashed up.

(g) Nothing in this agreement shall require the employer to pay compensation for redundancy where as a result of restructuring, and following consultation, the employee's position is disestablished and the employee declines an offer of employment that is on terms that are:

- the same as, or no less favourable, than the employee's conditions of employment; and
- in the same capacity as that in which the employee was employed by the employer, or
- in any capacity in which the employee is willing to accept

23.13 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 DHB being notified of the time and location of the interview before the employee is released to attend it.

23.14 Counselling – Counselling for affected employees and family will be made available as necessary.

24. PSA Meetings

24.1 Subject to subsections (b) to (c) of this clause, the DHB shall allow every PSA member to attend, on ordinary pay, two meetings (each of a maximum of two hours' duration)

with the PSA in each year (being the period beginning on the first day of January and ending on the following 31st day of December).

- 24.2 The PSA shall give the DHB at least 14 days' notice of the date and time of any meeting to which sub-clause (a) applies.
- 24.3 The PSA shall make such arrangements with the DHB as may be necessary to ensure that the DHB business is maintained during any meeting, including, where appropriate, an arrangement for sufficient employees to remain available during the meeting to enable the DHB's operation to continue.
- 24.4 Work shall resume as soon as practicable after the meeting, but the DHB shall not be obliged to pay any employee for a period greater than two hours in respect of any meeting.
- 24.5 Only employees who actually attend a PSA meeting shall be entitled to pay in respect of that meeting and to that end the PSA shall supply the DHB with a list of employees who attended and shall advise the DHB of the time the meeting finished.

25. Health and Safety

The parties to this agreement acknowledge their respective obligations and responsibilities under the Occupational Safety and Health legislative provisions, and will work co-operatively to continuously improve standards in managing avoidable risk.

- 25.1 The employer shall comply with the provisions of the Health and Safety in Employment Act 1992 (and subsequent amendments) concerning safety health and welfare matters. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken. The parties agree to comply with the Employee Participation Agreement negotiated between the DHB and unions.
- 25.2 It shall be the responsibility of the employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.
- 25.3 It shall be the responsibility of every employee covered by this agreement to work safely and to report any hazards, accidents, or injuries as soon as practicable to their supervisor.
- 25.4 It is a condition of employment that safety equipment and clothing required by the employer is to be used or worn by the employee and that safe working practices must be observed at all times.
- 25.5 Attention is also drawn to the employer's policies and procedures on health and safety this includes the Worker Participation Agreements (WPA) where these are agreed between the parties.
- 25.6 The employer recognizes that to fulfil their function health and safety delegates require adequate training, paid time and facilities. The Health and Safety at Work Act 2015 requires employers to allow a health and safety representative to spend as much

time as is reasonably necessary to perform his or her functions or exercise his or her powers under the Act (clause 10(c), Schedule 2).

- 25.7 The parties to this agreement recognize that effective health and safety committees are the appropriate means of providing consultative mechanisms on health and safety issues in the workplace.

26. Resignation

It is intended by the parties to this agreement that employees provide 4 week's written notice of resignation. However, this may be reduced to 2 week's by mutual consent.

27. Deduction of Union Fees

The Employer shall deduct union fees from the wages and salaries of members of the union when authorised in writing by members. The Employer shall provide to the union, on a quarterly basis, lists of members specifying also, occupations and workplaces.

28. Deceased employees

All accrued entitlements (annual leave, long service leave, and retiring gratuities where applicable) may be paid to the partner or if no surviving partner, the dependent child (ren) or the estate of the deceased employee. Partner is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.

29. Resolution of Employment Relationship Problems

29.1 Employment Relationship Problems

- i This clause sets out how employment relationship problems are to be resolved.

29.2 Definitions:

An "employment relationship problem" includes:

- i A personal grievance;
- ii A dispute;
- iii Any other problem relation to or arising out of the employment relationship but does not include any problem with negotiating new terms and conditions of employment.

29.3 A "personal grievance" means a claim that an employee

- i Has been unjustifiably dismissed; or
- ii Has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
- iii Has been discriminated against in his/her employment; or
- iv Has been sexually harassed in his/her employment; or
- v Has been racially harassed in his/her employment; or
- vi Has been subjected to duress in relation to union membership.

Note:

The terms used in this clause have precise legal meanings which are set out in detail in the Employment Relations Act. Employees who believe they have a personal grievance should seek the advice of PSA. See your delegate or organiser first.

29.4 A “dispute” is a disagreement over the interpretation or application of an employment agreement

29.5 **Time Limit on Raising Personal Grievance.**

- (a) An employee who believes he/she has a personal grievance must raise the grievance with the employer within 90 days of the grievance arising (or of the employee becoming aware that he/she has a grievance).

29.6 **Raising Employment Relationship Problems**

- (a) An employment relationship problem should be raised and discussed with the employee’s manager as soon as possible.
- (b) The employee is entitled to seek advice and assistance from a Union representative in raising and discussing the problem.
- The employee, employer and Union will try in good faith to resolve the problem without the need for further intervention.

29.7 **Mediation**

- (a) If the problem is not resolved by discussion, any party may (without undue delay) seek the assistance of the mediation services provided by the Ministry of Business, Innovation and Employment.
- (b) All parties must co-operate in good faith with the mediator in a further effort to resolve the problem.
- (c) Mediation is confidential and, if it does not resolve the problem, is without prejudice to the parties’ positions.
- (d) Any settlement of the problem signed by the mediator will be final and binding.

29.8 **Employment Relations Authority**

- (a) If the problem is not resolved by mediation, it may be referred to the Employment Relations Authority for investigation and determination.

Note: The powers of the Employment Relations Authority, and the remedies it may award, are set out in detail in the Employment Relations Act. PSA can advise and assist you.

29.9 **Disputes**

This clause specifies the procedure to be followed when there is a dispute over the interpretation, application or operations of any provision of this agreement which is

between any or all of the parties bound by this agreement. Any person who is a party to this agreement may invoke the procedure.

(a) Application of the Procedure

- i The procedure set out in subclauses (b) to (i) of this clause shall apply to a dispute:
 - Which is about the interpretation, application, or operation of this agreement; and
 - Which is between any or all of the parties bound by this agreement.

(b) Persons who may invoke the procedure

- i Any person who is a party to this agreement may invoke the procedure.

(c) Submissions of dispute to the other party

- The party invoking the procedure shall advise the other party or parties to the agreement of: -
 - The existence of the dispute; and
 - The basis of the dispute; and
 - The solution sought in respect of the dispute.

(d) The parties shall then meet to discuss the dispute.

(e) Written statement

- If the parties fail to resolve the dispute, the party who invoked the procedure shall give to the other party or parties a written statement setting out:-
 - The nature of the dispute; and
 - The relevant facts in relation to the dispute; and
 - The solution sought in respect of the dispute.

(f) Response

- If the other party is not prepared or able to provide the solution sought, and the dispute has not otherwise been settled, the other party shall, not later than the 14th day after the day of receiving the written statement of the dispute under subclause (e), provide a written response setting out:
 - The party's view of the facts' and
 - The reason why that party is not prepared or able to provide the solution sought.

(g) Waiver of written statements

- Where the parties agree in writing that the exchange of written statements under the preceding provisions is inappropriate or unnecessary, they may dispense with those parts of the procedure.

(h) Power to refer dispute to Tribunal – if

- The party invoking the procedure is not satisfied with the other party's written response; or
- The other party fails to provide, within the 14-day period required, a written response; or
- The parties have agreed to waive the requirement for an exchange of written statements and the party invoking the procedure is not satisfied that the dispute has been resolved, the party invoking the procedure may refer the dispute to the Tribunal in the prescribed manner.

(i) Role of Tribunal

- The Tribunal shall, as soon as practicable,
 - Where appropriate, provide mediation assistance to the parties; and
- ii If necessary, proceed to adjudicate on the dispute and, in doing so, shall consider:-
 - The written statement (if any); and*
 - The written response (if any); and*
 - Any evidence or submissions given by or on behalf of the parties; and*
 - Such other matters as the Tribunal thinks fit.*

29.10 Sexual Harassment

The DHB has a Policy of zero tolerance to harassment and is committed to a working environment which is free from sexual, racial or any other type of harassment, including workplace bullying.

Sexual harassment is verbal or physical behaviour of a sexual nature which is unwelcome to the receiver and is embarrassing or intrusive. It affects morale, work effectiveness and the right to enjoy a good working environment. Some types of behaviour constituting sexual harassment are listed below:

- (a) Type of behaviour
- i Sex-oriented jibes or abuse;
 - ii Offensive gestures or comments;
 - iii Unwanted and deliberate physical contact;
- iv Request for sexual intercourse, including implied or overt promises for preferential treatment or threats concerning present or future employment status.

(b) Where it may occur

- i Among co-workers;
- ii Where a supervisor uses position and authority to take sexual advantage of another employee or to control or affect the career, salary or job of that employee;
- iii In dealing with members of the public.

(c) Responsibilities for Supervisors and Complainants when dealing with Sexual Harassment

- i It is the responsibility of the DHB to maintain a work environment free of unwelcome behaviour and to provide a mechanism for reporting sexual harassment, ensuring a fair investigation and avoiding reprisals against the complainant;

- Care is to be taken during the investigation of any complaint of sexual harassment and afterwards to prevent any disadvantage to the complainant and care must be taken to protect the position of other parties if the complaint is found to be unwarranted.
- ii The Employer relies on supervisors at all levels to facilitate and encourage proper standards of personal and ethical conduct in the workplace. Sexual harassment complaints must be taken seriously and handled with sensitivity and impartiality. Behaviour, words and gestures have different meanings in different cultures. What may be acceptable in one culture may not be in another. This needs to be taken into account in the workplace.

30. Deduction of PSA Subscription

The employer shall deduct employee PSA union fees from the wages/salaries of employees when authorised in writing by the member. In addition the employer shall provide the PSA with a list employees whom they are making deductions from on request.

Term

31. This agreement shall be deemed to have come into force in respect of all conditions, unless otherwise indicated in a particular clause, on 2 December 2022 and in respect of all those conditions on the date of signing by both parties, and shall continue in force until 30 June 2024.

Attestation to the Agreement

The agreement recorded and detailed within this agreement is attested to by the duly authorised representatives:

Signed:

.....

AUTHORISED representative of
The Public Service Association

.....

AUTHORISED representative of
Te Whatu Ora

Date this 26 day of 5 2023

Appendix One Counties-Manukau District Provisions

1. The Employer undertakes to make available a bed for the occasional use of MRTs who have completed work (either duties or call back) and who, due to fatigue, prefer to rest temporarily at work rather than to leave the hospital immediately.

2. Sick Leave

2.1 This provision is inclusive of and not in addition to the sick leave provisions provided by the Holidays Act 2003. The minima provided in law shall not be diminished by the operation of this clause

(a) All employees are eligible for sick pay when absent from work through sickness, for the first week of absence due to a non-work injury covered by the provisions of the Accident Rehabilitation and Compensation Insurance Act 1992 and for absences due to work related injuries.

(b) When managing sick leave, reference shall be made to the appropriate Human Resource Policies, and agreed Sick Leave Review Guidelines.

(c) Sick pay will be at the employee's relevant daily rate of pay for their rostered days of work that fall within the period of absence less any Accident Rehabilitation and Compensation Insurance or any other state benefit the employee may receive as a result of their sickness or injury.

(d) Where an employee, through no fault of their own, is incapacitated as a result of a work accident or assault, and that employee is on earnings related compensation, then the employer agrees to top up the ACC payments to 100% of base salary during the period of incapacitation. 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.

(e) The granting of sick pay is conditional upon the employee notifying their employing department of the commencement and anticipated period of absence as soon as possible on the first day of absence.

(f) Where an employee has a consistent pattern of short term sick leave absences, or where there is concern over the number of days taken, the employee may be required to participate in a review panel.

i The review panel will be comprised of individuals as per the Employer sick leave review guidelines. The focus of the review will be to assist the employee in establishing practical arrangements to recover from sickness or injury however the review may:

- require the employee to support all future sick pay claims with a medical certificate, and/or
- require the employee to undergo an examination by a medical practitioner nominated by the employer at the employer's expense, and/or

- restrict or withdraw for a specified period the sick pay provisions of this clause, such action being limited Sick Leave provisions of the Holidays Act 2003
 - recommend that the employee attend an Employee Assistance Programme
- ii Where an employee becomes incapacitated or disabled through sickness or injury as confirmed by the unanimous opinion of medical practitioners nominated by both the employer and the employee, the employee's situation will be reviewed by the Review Panel and if unable to return to work, the employee's employment may be terminated.
- (g) The sick pay provisions of this clause are intended to provide protection for employees in respect of enforced absences due to sickness or injury. They replace provisions in predecessor agreements that enabled employees to accumulate an entitlement as protection against long term absences from work. The spirit of that intention will continue to be reserved by maintaining a record of individual sick leave accumulations at 1 June 1995. That entitlement less the number of days sick pay subsequently taken may on the recommendation of the Review Panel, and with the Employer's prior approval, be used before implementation of the subclause (e) (ii) provision above where an employee becomes incapacitated or disabled through sickness or after the first week of absence due to a non-work injury at the rate of one day's sick pay for each week of Accident Rehabilitation and Compensation Insurance compensated absence.

2.2 Domestic Leave

An employee required to attend to a member of their household who through illness becomes dependent upon them, may be granted sick pay.

- 2.2.1 Where an employee has a consistent pattern of short term Domestic Leave absences on sick pay in any one year, or where these absences total ten working days/shifts or more in a year, then the employees situation may be reviewed under the applicable sub-clauses of this clause. The entitlements of this sub-clause are not intended to be in addition to the Special Leave provisions of the Holidays Act 2003.

2.3 Sick Leave in relation to annual and long service leave –

When sickness occurs during annual or long service leave the Employer shall permit the period of sickness to be debited against sick pay, except where the sickness occurs during leave following relinquishment of offices, provided:

- 2.3.1 The period of sickness is more than three days;

- 2.3.2 A medical certificate is produced, showing the nature and duration of the illness.

- 2.4 In cases where the period of sickness extended beyond the approved period of annual or long service leave, approval shall also be given to debiting the portion which occurred within the annual or long service leave period against sick pay if the total continuous period of sickness exceeds three days.

- 2.4.1 Annual or long service leave may not be split to allow periods of illness of three days or less to be taken as sick leave.

2.5 Casual employees – Casual employees shall be entitled to paid sick leave in accordance with the Holidays Act 2003

2.6 Sick leave for part-time employees

2.6.1 Part time employees are entitled to the full benefits of this clause.

2.6.2 When they are absent due to sickness they are to be paid for the hours they would have worked as required by the Holidays Act 2003.

3. Retiring Gratuities

3.1 The provisions below will only apply to employees employed prior to 1 June 1995.

(a) The Employer may pay a retiring gratuity to staff retiring from CMDHB who have had no less than 10 years' service with the employing company, with that board and one or more other boards and with one or more of the following services: the Public Service, or any university in New Zealand.

(b) Notwithstanding the above, Employees of CMDHB employed prior to 24 April 1991 shall continue to have all periods of service recognised prior to that date credited for the purpose of calculating retirement gratuities.

3.2 For Employees employed after 1 July 1992, only service with Hospital Boards and Area Health Boards or CHE's shall apply.

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

3.4 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.

3.5 Gratuities may be paid to the partner or if no surviving partner, the dependent child (ren) or the estate of Employees who died before retirement or who died after retirement but before receiving a gratuity.

3.5.1 Partner is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.

3.6 The calculation of 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.

3.7 For the purposes of calculating the amount of gratuity which CMDHB may pay the rate of pay on retirement shall be the basic rates of salary or wages plus adult allowance, dependants allowance and training allowance.

- 3.8 An Employee who is granted leave without pay and who remains in the service of CMDHB, 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

Retiring gratuities for subsequent employer parties will be as per the prevailing contractual provision at the time the employer becomes a party to this agreement.

Appendix Two Additional Districts

Hours of Work

Should additional DHB employer parties join this Agreement, the basic hours per fortnight and annual salary divisor currently prevailing in collective agreements applying to those employers shall continue to apply.

PSA MRT Scales for 37.5 hours per week employees

Charge MRT

	Current	Effective 29 August 2022	Progression Criteria
Step 15	\$105,358	\$110,718	
Step 14	\$103,191	\$108,592	Progression to the next step is subject to satisfactory performance appraisal
Step 13	\$99,483	\$104,841	Progression to the next step is subject to satisfactory performance appraisal

Modality Lead (formerly Grade) MRT

	Current	Effective 29 August 2022	Progression Criteria
Step 12	\$95,713	\$101,090	
Step 11	\$91,980	\$97,340	Progression to the next step by completing merit criteria
Step 10	\$88,225	\$93,591	Auto progression to next step after 1 year

2IC MRT

	Current	Effective 29 August 2022	Progression Criteria
Step 9	\$84,479	\$89,839	
Step 8	\$80,730	\$86,089	Progression to the next step subject to achievement of mutually agreed objectives set prospectively at the performance review

Staff MRT

	Current	Effective 29 August 2022	Progression Criteria
Step 9	\$84,479	\$89,839	
Step 8	\$80,730	\$86,089	Progression to the next step by completing merit criteria
Step 7	\$76,242	\$81,599	Progression to the next step subject to achievement of mutually agreed objectives set prospectively at the performance review
Step 6	\$73,810	\$78,939	Auto progression to next step after 1 year
Step 5	\$68,814	\$74,169	Auto progression to next step after 1 year
Step 4	\$65,102	\$70,538	Auto progression to next step after 1 year
Step 3	\$61,314	\$66,740	Auto progression to next step after 1 year

Step 2	\$57,604		Auto progression to next step after 1 year
Step 1	\$53,895		Auto progression to next step after 1 year

PSA MRT Scales for 35 hours per week employees

Charge MRT

	Current	Effective 29 August 2022	Progression Criteria
Step 15	\$98,334	\$103,337	
Step 14	\$96,311	\$101,352	Progression to the next step is subject to satisfactory performance appraisal
Step 13	\$92,851	\$97,852	Progression to the next step is subject to satisfactory performance appraisal

Modality Lead (formerly Grade) MRT

	Current	Effective 29 August 2022	Progression Criteria
Step 12	\$89,332	\$94,351	
Step 11	\$85,848	\$90,851	Progression to the next step by completing merit criteria
Step 10	\$82,343	\$87,352	Auto progression to next step after 1 year

2IC MRT

	Current	Effective 29 August 2022	Progression Criteria
Step 9	\$78,847	\$83,850	
Step 8	\$75,348	\$80,350	Progression to the next step subject to achievement of mutually agreed objectives set prospectively at the performance review

Staff MRT

	Current	Effective 29 August 2022	Progression Criteria
Step 9	\$78,847	\$83,850	
Step 8	\$75,348	\$80,350	Progression to the next step by completing merit criteria
Step 7	\$71,160	\$76,159	Progression to the next step subject to achievement of mutually agreed objectives set prospectively at the performance review
Step 6	\$68,890	\$73,677	Auto progression to next step after 1 year
Step 5	\$64,089	\$69,225	Auto progression to next step after 1 year
Step 4	\$60,765	\$65,836	Auto progression to next step after 1 year
Step 3	\$57,226	\$62,291	Auto progression to next step after 1 year
Step 2	\$53,763	\$58,824	Auto progression to next step after 1 year
Step 1	\$50,302	\$55,437	Auto progression to next step after 1 year

These hours of work provisions can be subsequently changed to the main provisions of this agreement by agreement between individual employees and the Employer or by application of change processes in this contract.

This agreement will replace other all other terms and conditions, except retiring gratuities and sick leave which shall remain as per the prevailing collective employment for each employer at the time they become a party to this collective agreement unless all parties agree to a written variation at the time.

Appendix Three Waikato District Provisions

The following provision apply to MITs employed in the Waikato District (clause numbers reflect provisions applying in the previous PSA and Waikato DHB MIT CA 1 February 2020 to 31 March 2022).

Further, a side letter will be drafted capturing the current agreements around maximum scheduled scans in Mammography. This will form part of the terms of settlement.

3.3 Meal Periods and Rest Breaks

- (d) Except where provided for in 3.3(c) above an employee unable to take a meal after five hours' duty shall be paid at time-half rate in addition to normal salary from the expiry of five hours until the time when a meal can be taken. Except that on Saturdays, Sundays and Public Holidays an employee shall be paid at time half (T1/2) in addition to normal salary.

6. Allowances and Expenses

6.1 On Call Allowance

- (f) Nuisance Calls: The DHB acknowledges that achieving a healthy work life balance is an important part of sustaining an individual's wellbeing. To support wellbeing, the DHB commits to minimise afterhours calls to those who are not rostered on call, to situations of medical and or operational emergency. The DHB also expects that employees will take a reasonable approach and accept misdials may still occur.
- (g) Computer Calls: When the employer requires an employee to log onto the employers computer system, having left their place of employment they shall be paid a minimum of 2 hours at T2, on the same terms set out in this clause.

6.4 Reimbursement of Expenses

- (d) Employees who are required by the employer to travel and stay away from their normal place of work may claim reimbursement of their accommodation costs on an actual and reasonable basis on presentation of receipts. In addition employees shall be paid an allowance of \$62.40 per day to cover incidental costs including meals.

For the sake of clarification, the payment of \$62.40 per day as set out above shall also be paid for each day or part therefore where an employee has been required to travel and stay away overnight from their normal place of work. As an example, where an employee travels away on a Monday from their normal place of work, stays away from home overnight and returns to work/home on Tuesday, they shall receive \$62.40 x 2.

- (e) Breast Screening Mobile Day Travelling: Employees who are require to work on a mobile unit will be entitled to \$25 a day when not required to stay overnight to cover incidentals when working away from their normal place of work. (Note this clause will not apply if required to stay overnight as covered under clause (d) above).

12. Long Service Leave

- 12.1 An employee shall be entitled to long service leave of one week upon completion of a five year period of recognised service as defined in Clause 2. Such entitlement may be accrued. However any service period for which a period of long service leave has already been taken or paid out shall not count towards this entitlement.
- 12.2 Long Service Leave will be paid for each week of leave on the same basis as annual leave (clause 8) in accordance with the Holidays Act 2003. This will be based on the employees FTE status at the time of taking the leave. Wherever practicable long service leave is to be taken in periods of not less than a week.
- 12.3 For the purposes of 12.1 recognised service shall be from 1 October 2008.
- 12.4 Leave without pay in excess of three months taken on any one occasion will not be included in the 5 year qualifying period, with the exception of Parental Leave.
- 12.5 The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.
- 12.6 In the event of the death of an employee who was eligible for long service leave but has not taken the leave, any monies due will be paid to the deceased's estate.

Appendix Four MidCentral District Provisions

Overtime

Authorised absences, either with or without pay, are as provided for in this agreement and shall be counted as actual hours worked for the purposes of calculated overtime.

Duty Changes

Employees may change duties one with another by mutual arrangement and with the prior approval of the employer. This approval will not be unreasonably withheld. In most circumstances the change must be with an employee of equivalent skills. When a change of duty is made due to service demands or by the employer within 24 hours of the duty being worked, the duty shall be paid at overtime rates for all hours worked.

Meal Periods & Rest Breaks

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.

Where an employee is not allowed to have a meal on duty as above, an employee unable to take a meal after five hours' duty shall be paid at time half rate in addition to normal salary from the expiry of five hours until the time when a meal can be taken. Except that on Saturdays, Sundays and Public Holidays an employee shall be paid at time half (T1/2) in addition to normal salary.

On Call

Computer calls: Where the employer requires an employee to log on to the employer's computer system, having left their place of employment, they shall be paid a minimum of three hours at T2, on the same terms as set out in this clause.

Nuisance calls: For PSA members employed at MidCentral and bound by this collective agreement at the date of settlement, the provisions of clause 9.5 of the APEX Medical Imaging Technologists Collective Agreement which applied to them as a term of their Individual Employment Agreement based on that document, shall continue to operate on its terms.