



APEX

Association of Professionals and Executive Employees

AND



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MEDICAL RADIATION TECHNOLOGISTS (MRT)

COLLECTIVE EMPLOYMENT AGREEMENT

1 July 2014 to 30 June 2015

ARRANGEMENT

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**Fulford Radiology Services Ltd
and APEX
COLLECTIVE EMPLOYMENT AGREEMENT**

PART ONE : APPLICATION OF COLLECTIVE EMPLOYMENT AGREEMENT

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

1.0 PARTIES

1.1 The parties to this Agreement are:

- (a) Fulford Radiology Services Limited (FRSL), through the Principal Radiologist of FRSL ("the employer" or "FRSL"), will exercise the employer responsibilities; and
- (b) Association of Professional and Executive Employees ("the union" or "APEX")

1.2 This agreement is binding on the parties to it.

1.3 The parties agree that any employee who is engaged by the employer or current employee who joins APEX between the date this agreement comes into effect and the expiry date will be offered in writing the opportunity to become a party to this agreement. If this happens the new employee will from the date of becoming a party, be entitled to all the benefits, and be bound by all the obligations, under this agreement.

The name of any new employee who becomes a party to this agreement by virtue of the operation of this sub-clause is deemed to be a union member.

1.4 If an employee who is a union member leaves the employment of FRSL then they will no longer be covered by this agreement.

1.5 A current employee who is not a member of APEX but who subsequently joins APEX, will be translated onto this collective agreement in a manner as agreed between the employer and APEX and in such a manner so as to not advantage them over current employees covered by this collective agreement.

2.0 COVERAGE CLAUSE

The coverage of this collective agreement is any person employed or engaged by FRSL to be employed as:

Qualified Medical Radiation Technologists (MRT)
Ultrasonographers
MRI Technologists
Nuclear Medicine Technologists

3.0 DEFINITIONS

In this Agreement unless the context otherwise requires:



"Casual Employee" means an employee who has no set hours or days of work and who is normally asked to work as and when required.

"Clinical Student Supervisor" means a qualified MRT who is appointed by the employer to be responsible for the rostering and supervision of students in the workplace.

"Day" means a 24 hour period starting from the normal starting time of Fulford Radiology. i.e. 0800

"Employer" means Fulford Radiology Services Limited (FRSL).

"Employee" means staff members employed by FRSL under the terms of this agreement.

"Full time Employee" (FTE) means an employee who works not less than the basic hours set out under "hours of work" in this agreement, thirty (30) hours or more per week.

"Mammographer" is an employee with a speciality in mammography.

"MRI technologist" is an employee who is working towards or who has attained an examination that is approved as an MRI registered qualification and hold either the full or trainee "Scope of Practice – Magnetic resonance Imaging".

"Nuclear Medicine Technologist" is an employee approved by the Medical Radiation Technologists Board to carry out a nuclear medicine technologist function.

"Part-time Employee" means an employee, other than a casual employee, who works on a regular basis but less than the basic hours prescribed in this agreement, less than thirty (30) hours per week.

"Medical Radiation Technologist" is an employee who has passed an examination that is approved by the Medical Radiation Technologists Board as a registerable qualification.

"Shift" is a period on duty outside of the hours of 8:00am – 5:00pm Monday to Friday. This will include the evening shift from 3:00pm – 11:00pm, afternoon shift from 10:00am – 6:30pm and the weekend shifts of 8:00am – 4:00pm and 3:00pm – 11:00pm. This does not include the shifts on a Public Holiday. The shift definition only applies to MRTs.

"Students" are apprentices to their desired fields of clinical study / career and have not yet attained certification.

"Sonographer" is an MRT who has passed an examination that is approved as an ultrasound registerable qualification.

PART TWO : PROVISIONS RELATING TO HOURS OF WORK

Preamble:

The employer is required to take all practical steps to prevent harm occurring to employees from the way work is organised. The employer is committed to safe staffing levels and appropriate skill mix. There will be regular monitoring and any identified staffing deficiencies will be addressed.

In designing and implementing shift rosters to meet service needs, the employer must ensure the disruption, personal health effects and fatigue associated with shift work are minimised for the group of workers involved.

4.0 HOURS OF WORK

- 4.1 Ordinary hours of work will be 40 per week. Hours will generally not be more than 8 per day, with two consecutive days off each week.
 - 4.1.1 Where a weekend is worked there will then be at least two consecutive days off over a weekend in the fortnight and two further days off during the fortnight, one of which must be connected to a weekend off duty.
 - 4.1.2 An employee must not be required to be available to duty for more than 7 consecutive days unless otherwise mutually agreed between the employer and the employee.
 - 4.1.3 In emergency circumstances, the employer may require an employee to work at other times and for periods other than those specified.
- 4.2 The normal working week will commence on Monday and for each working day at 0800.
- 4.3 Each daily duty will be continuous except for meal periods and rest breaks.
- 4.4 Hours of work rosters will be notified not less than 28 days prior to the commencement of the roster and show duties for a minimum nine week period. Clinical (allocation of duties) rosters must be issued at least two weeks prior to implementation. This period may be amended with consultation with relevant staff due to unforeseen circumstances.
- 4.5 Employees can only have their hours of work altered by mutual agreement. Any such agreement must be in writing. Where any proposed alteration affects the established hours of work roster, agreement must be gained from all affected employees. Such agreement will not be unreasonably withheld.
- 4.6 Employees have the right to seek the advice of their Union or to have their Union act on their behalf before signing any such agreement.
- 4.7

5.0 MEAL PERIODS AND REST BREAKS

- 5.1 Except when required for urgent or emergency work, no employee will be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.
- 5.2 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, will be allowed as time worked.
- 5.3 An employee unable to be relieved from work for a meal break will be allowed to have a meal on duty and this period will be regarded as working time.
- 5.4 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar will be supplied by FRSL.
- 5.5 Employees working the evening shift at Taranaki Base Hospital are able to be reimbursed up to \$11.90 for an evening meal upon presentation of a receipt to the employer.

PART THREE : RATES OF REMUNERATION

6.0 SALARIES AND WAGES

6.1 MRTs:

step	Effective 30 June 2014
10	90721
9	86484
8	81681
7	78682
6	75683
5	72529
4	69376
3	66223
2	59838
1	54409

- 6.1.1 Movement through Steps 1-6 of the scales will be by automatic annual increments.
- 6.1.2 Progression beyond Step 6 is dependent on job content, skill shortage, responsibilities of the position, and the employee's level of performance. Progression must recognise that clinical skill, knowledge and responsibility, as well as managerial and leadership responsibilities will be rewarded.
- 6.1.3 Mammographers who have gained the Certificate of Proficiency and CT MRTs with a post graduate diploma in CT (or equivalent) must be paid one step above their existing salary in recognition of increased skills.

6.2 Sonographers:

Step	Effective 30 June 2014
7	102580
6	99517
5	96475
4	93422
3	90370
2	87316
1	84262
Trainee 2[#]	66556
Trainee 1[#]	62769

- 6.2.1 Movement through Steps 1-5 of the scales will be by automatic annual increments.
- 6.2.2 Progression beyond Step 5 is dependent on job content, skill shortage, responsibilities of the position, and the employee's level of performance. Progression must recognise that clinical skill, knowledge and responsibility, as well as managerial and leadership responsibilities will be rewarded.
- 6.2.3 Except that all trainee sonographers (#) with the successful completion of DMU1 (or equivalent) and one years employment as a trainee sonographer, must move to step 2 of the trainee sonographers scale.
- 6.2.4 The trainee scale is reserved for those entering sonography training with no prior MRT qualifications. MRTs undertaking training towards qualification as a sonographer, will continue to be employed on the MRT scale or the trainee scale above, whichever is the higher rate.

6.3 MRI and Nuclear Medicine Technologists

step	Effective 30 June 2014
8	93630
7	91631
6	88740
5	86294
4	83853
3	81411
2	78958
1	76456

6.3.1 Movement through Steps 1-5 of the scales will be by automatic annual increments.

6.3.2 Progression beyond Step 5 is dependent on job content, skill shortage, responsibilities of the position, and the employee's level of performance. Progression must recognise that clinical skill, knowledge and responsibility, as well as managerial and leadership responsibilities will be rewarded.

7.0 EMPLOYMENT OF STUDENTS

7.1 The parties to this employment agreement agree that students employed under the terms of this agreement will be released on **leave without pay** to attend the relevant classroom based study at the training provider, and/or undertake clinical experience visits to other relevant Units.

7.2 Any terms, conditions and regulations that are mandated under funding from HWNZ (or any agency in substitution or addition to HWNZ) would be applicable if the student is employed as a part of this funding.

8.0 OVERTIME AND PENAL TIME

8.1 The normal hourly rate of pay will be 1/2080 part, corrected to 2 decimal places of a dollar of the yearly rate of salary payable.

8.2 **Work on Public Holidays** - All work performed on public holidays will be paid at double time, T2 plus one day off at a later date convenient to FRSL at the ordinary rate of pay (T1) (except that casual staff have no entitlement to an alternative holiday).

8.3 **Overtime** - Overtime is defined as time worked in excess of the ordinary hours of work or time worked in excess of normal shift where the normal shift is more than eight hours, when such work has been properly authorised. This overtime will be paid at the first three hours at ordinary time plus half (T1.5), thereafter at T2. This is for stay back situations and not for call backs, therefore this clause does not apply to clause 8.5 below.

8.4 **Penal time** is defined as ordinary hours of work performed between 0800 hours Saturday and 2300 hours Sunday. Penal time will be paid at ordinary time plus half (T1.5).

8.4.1 **Night Rate:** an employee whose normal hours of duty fall between 2000 hrs and 0700 hours will be paid an additional one half of the normal hourly rate of pay (T0.5) for all hours which so fall provided that:

8.4.1.1 the rate is to be calculated on the ordinary time hourly rate

8.4.1.2 the minimum payment under this provision will not be less than payment for two hours at a total of ordinary time plus T0.50 of the normal hourly rate even if the part of a shift which falls between the hours of 2000 hours and 0700 hours is less than two hours worked.

8.5 **Call-Back**

8.5.1 MRTs will be paid \$56 if called for each patient except that on public holidays they will be paid \$84 for each patient.

8.5.2 MRTs called back to perform CT or MRI examinations will be paid \$112 for each patient (except that on public holidays they will be paid \$134 per patient).

8.5.3 Patient stickers are to be attached to the employee timesheet and identify the patient call-back. Actual hours worked are to be documented on the employee's timesheet.

8.5.4 Call-back payments are dealt with differently to the availability / on-call allowance (refer Section 9.0).

8.5.5 Should a call out patient require attention for a period longer than 1.5 hours (1 hour 31 minutes) the employee will be reimbursed at (T1.5) for that period of time which exceeds 1.5 hours.

8.6 **Minimum Break Between Spells of Duty**

8.6.1 A break of at least nine (9) continuous hours will be provided wherever possible between any two periods of duty of a full shift or more.

(a) Periods of a full shift or more include:

- (i) Periods of normal rostered work, 8:00am – 5:00pm, 10:00am – 6:30pm or 3:00pm – 11:00pm; or
- (ii) Periods of overtime that are continuous with a period of normal rostered work; or
- (iii) Full shifts of overtime/call-back duty.

(b) This requirement to provide a break wherever possible applies whether or not any additional payment will apply under the provisions of this clause

(c) Time spent off duty during ordinary hours solely to obtain a nine (9) hour break will be paid at ordinary time (T1) rates. Any absence after the ninth (9th) continuous hour of such a break, if it occurs in ordinary time, will be treated as a normal absence from duty.

(d) Except that at Hawera, if a break of at least 9 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 will be paid at overtime rates.

8.7 **Weekend Work Penalty Clause**

For the purpose of this clause a weekend duty means period on call or on duty in which the majority of hours fall between 1630 hours Friday and 0800 hours Monday.

Where an employee is rostered, by the employer, to work one or more duties on three consecutive weekends, then a penalty payment of \$265 per weekend, for the third and subsequent weekends will apply until there has been one weekend completely unworked or rostered. This Clause applies to On Call work in weekends.

This clause will not apply to employees who are employed to work solely on weekends or where fixed ordinary hours/days of work include a weekend (non rotating). For clarity this clause will not apply to employees who swap their rostered duty to do weekend duty.

9.0 AVAILABILITY ALLOWANCE / ON-CALL

9.1 Where an employee is instructed to be on call during normal off duty hours, an availability allowance will be paid as set out below and paid fortnightly on a pro-rata basis:

9.1.1 Employees on call for general only: 6% of ordinary salary

9.1.2 Employees on call for CT or MRI only: 7.5% of ordinary salary

9.1.3 Employees on call for general and either MRI or CT: 9.5% of ordinary salary

9.1.4 For the sake of clarity, only one of the above subclauses will apply to any individual employee.

9.2 When an employee is required to be on call a cell phone/pager will be made available to the employee for the on call period, at no expense to the employee.

9.3 Should an employee be called out to respond to a patient and on arrival at the hospital, not be required, a minimum of \$54.06 will be paid to the employee. Should the call be cancelled prior to the employee leaving their place of residence, no payment will be made.

9.4 The current frequency of call for CT (1:5) must not be decreased without prior consultation with APEX. Frequency of call below 1:4 must be agreed between the parties.

10.0 HIGHER / ADDITIONAL / POST MORTEM DUTIES

10.1 Higher Duties

10.1.1 Where an employee is appointed to carry out higher duties over and above their regular position, a higher duties allowance will be paid to that employee.

10.1.2 The allowance will be paid when these higher duties are performed for a minimum of ten (10) consecutive working days. The allowance will be approved up to a maximum of thirteen (13) months, after which the position will be confirmed or advertised. The employee will be paid a higher duties allowance if the employer agrees that the employee is substantially performing the duties and carrying the responsibility of a position higher than the employee's own.

10.1.3 The allowance to be paid to employees carrying out higher duties will be reimbursed at a rate discretionary to the employer.

NB: Higher duties is where an employee takes on a role which is temporary and is performing duties they are not normally required to do and the level of responsibility the employee takes on is increased as a result. Higher duties maybe duties such as floor supervisor

10.2 Additional Duties

Where an employee performs additional duties (such additional duties would include Accreditation Coordinator, Health & Safety Officer, Equipment Maintenance Officer, Privacy Officer and National Radiation Laboratory (NRL) responsibilities) then the employer may pay an allowance in recognition of this. Such allowance is at the sole discretion of the employer.

10.3 The role of clinical student supervisor is considered an additional duty and will be paid an allowance of \$2,575 per annum.

10.4 Employees will have, at their sole discretion, the right to refuse to undertake post mortem examinations.

11.0 REIMBURSEMENT OF EXPENSES ON EMPLOYER BUSINESS

11.1 Employees who are instructed by FRSL to use their private motor vehicle on FRSL business will be paid a motor vehicle allowance as promulgated from time to time by the Inland Revenue Department (IRD) in terms of the agreed formula. Except that the employee may at their discretion choose to use a car supplied by the employer.

11.2 In all other circumstances with the prior approval of FRSL, actual and reasonable expenses incurred while on the business of the FRSL will be reimbursed.

PART FOUR : PROVISIONS RELATING TO LEAVE

12.0 PUBLIC HOLIDAYS

12.1 The following days are observed as public holidays:

New Year's Day	Sovereign's Birthday
The day after New Year's Day	Labour Day
Waitangi Day	Christmas Day
Good Friday	Boxing Day
Easter Monday	Taranaki Anniversary Day
ANZAC Day	

Any employee required to work on New Year's Day, 2ND January, Christmas Day, Boxing Day, Waitangi Day or Anzac Day when these holidays fall on a Saturday or a Sunday will receive the public holiday penal payment and a day in lieu.

Any employee who is not required to work on New Year's Day, 2nd January, Christmas Day Boxing Day, Waitangi Day or Anzac Day when those holidays fall on a Saturday or a Sunday but is required to work on the days on which they are observed will receive the public holiday penal payment and a day in lieu.

Any employee who is required to work on New Year's Day, 2nd of January, Christmas Day, Boxing Day, Waitangi Day and Anzac Day when those holidays fall on a Saturday or Sunday and is required to work on the days on which they are observed will receive the public holiday penal payment for the actual days on which they fall, the weekend penal payment for the days on which they are observed and a day in lieu for each public holiday worked.

- 12.2 You may be required to work on any of the public holidays listed in clause 12.1 above, if directed to by the employer. You will only be paid for work that you do on a public holiday where your manager has directed you to work on that day.
- 12.3 Where a public holiday falls on a day that would otherwise be a working day for you, and you do not work on that day, you will be paid your relevant daily pay for that day.
- 12.4 Where a public holiday falls on a day that would otherwise be a working day for you, and you are directed to and do work on that day, you will be paid in accordance with clause 8.2. You will also be granted an alternative day's holiday on your ordinary rate of pay (T1).
- 12.5 Where a public holiday falls on a day that would not otherwise be a working day for you, and you are directed to and work on that day, you will be paid in accordance with clause 8.2.
- 12.6 Any alternative holiday granted under clause 12.4 will be taken at a time agreed between the employer and employee. The employee must give their manager at least 14 days notice of their intention to take an alternative holiday. If the employer and employee cannot agree on the timing of an alternative day within 12 months of it falling due, the employer can direct the employee to take the alternative day on 14 days notice.
- 12.7 Payment for public holidays and any alternative days will be paid in the pay period that relates to the observed public holiday or when the alternative day is taken. If the employee has not taken the alternative day within 12 months of entitlement they may request that the day be paid out. Payment for any remaining alternative holidays not

taken by the employee during employment will be paid in the pay period following their last day of employment.

12.8 Employees required to be on call on public holidays:

An employee required to be on call on a public holiday but who is not called in will receive one full day in lieu on your ordinary rate of pay (T1).

12.9 Public Holidays Falling During Leave or Time Off

12.9.1 Leave On Pay

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

12.9.2 Leave Without Pay

An employee is not entitled to payment for a public holiday falling during a period of leave without pay (including sick leave and military leave without pay) unless the employee has worked during the fortnight ending on the day on which the holiday is observed.

12.9.3 Off Duty Day

Should a public holiday fall on a rostered employee's off duty day (such off duty day not being a Saturday or a Sunday) the employee will be granted an additional day's leave at a later date convenient to FRSL.

13.0 ANNUAL LEAVE

13.1 Employees (both full and part-time, pro-rata) will be granted leave of absence on full pay in respect of each leave year as follows:

- 20 days annual leave after 12 months continuous service except that accrued leave will be allowed after six months at the discretion of the employer.
- 21 days* annual leave following the completion of (2) years service (employee's anniversary date).
- 22 days* annual leave for completion of three (3) years service (employee's anniversary date).
- 23 days* annual leave for completion of four (4) years service (employee's anniversary date) onwards.
- 25 days* annual leave for completion of five (5) years service (employee's anniversary date) onwards.

(*inclusive of a day's leave on the employee's birthday)

13.2 Payment in Lieu of Annual Leave for Casual Employees

Casual employees will be paid 8% gross taxable earnings in lieu of annual leave, to be added to each fortnightly or weekly wage payment (no annual taxable earnings calculation is therefore necessary).

13.3 **Extra Leave for on call periods**
Employees who are on call will accrue additional leave at a rate of one day's leave for every 350 hours on call up to a maximum of five days leave per annum (Per annum means from the anniversary date of commencing on-call duty). This leave is not able to be accumulated and must be used within 12 months of it being credited.

13.4 The employer will respond in a reasonable time after receiving a written application for leave, using best endeavours to respond within 4 weeks of receipt of the application.

13.5 **Long Service**

In recognition of Long Service, employees with 10 years current continuous service with the employer will be provided with either of the following at the employee's discretion:

- (a) a one off gross taxable payment equivalent to two weeks pay at base rates, or
- (b) a one off two week period of paid leave (in addition to all other leave entitlements) to be taken within the year that it falls due.
- (c) a one off week of additional leave for an employee who has reached 20 years continuous service with the employer. The leave is to be taken in the year it falls due, or otherwise is forfeited.

14.0 **SICK LEAVE AND BEREAVEMENT LEAVE**

14.1 On appointment with FRSL an employee (both full and part-time, pro-rata) will be entitled to ten (10) working days sick leave at the normal hourly rate (T1).
On completion of each subsequent year from the staff member's anniversary date, s/he will be entitled to a further ten (10) working days, with an accumulated maximum entitlement of 30 working days (pro rata for part time staff).

14.2 On each employee's anniversary date, sick leave will be adjusted to ensure that no more than thirty (30) days are accumulated.

14.3 The production of a medical certificate or other evidence of illness may be required to support any sick leave absence:

- of three or more consecutive calendar days; or
- where you have used your statutory entitlement.

If we require a medical certificate, this certificate must state that you have / the dependant person has been examined by a doctor and you are / the dependant person is, in the doctor's opinion, not fit to attend work / requires home care because of sickness or injury.

14.4 Where an employee is incapacitated by sickness or injury arising out of and in the course of employment, full salary may be paid at the discretion of FRSL.

14.5 FRSL may grant an employee leave on pay as a charge against sick leave entitlement when the employee must stay at home to attend to a member of the household who through illness becomes dependent on the employee. This person would in most cases be the employee's child or partner but may be another person who is dependent on the employee for their care.

14.6 For medical care of a non-urgent nature employees will endeavour to make appointments out of working hours. When this is not possible employees may take appointments within working hours with the prior permission of the employer and without loss of remuneration.

14.7 **Bereavement Leave**

14.7.1 The employer will approve special bereavement leave on pay for an employee to discharge any obligation and/or pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a tangihanga (or its equivalent). The length of time off will be at the discretion of the employer.

In granting time off and for how long, the employer must administer these provisions in a culturally sensitive manner mindful that the minimum number of days for bereavement leave for immediate family members (spouse, parent, child, brother or sister, grandparent, grandchild or spouse's parent; brother and sister in laws) is 3 days.

14.7.2 If the employee takes a day of bereavement leave under this clause they will be paid relevant daily pay for that day. This will be paid to the employee in the pay that relates to the period during which the bereavement leave is taken.

14.7.3 The employee must notify the employer of any absence, and the expected duration of the absence, as early as possible before they are due to start work on the first day of absence.

14.7.4 The employer may require the employee to provide evidence to support an application for bereavement leave.

14.7.5 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 clause 14.7 above.

15.0 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.

15.2 Parental leave is leave without pay.

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 their partner;
- (b) In respect of every child up to and including five years of age, adopted by them or their partner;
- (c) Where two or more children are born or adopted at the same time, for the purposes of these provisions the employee's entitlement will be the same as if only one child had been born or adopted.

15.4 (a) Parental leave of up to 12 months is to be granted to employees with at least one year's service at the time of commencing leave.

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

- (c) In order to qualify for Parental leave, the employee must have been employed by FRSL working at least ten (10) hours per week.

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 FRSL.

- (d) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by FRSL.

15.5 In cases of adoption of children of less than five years of age, parental leave will be granted in terms of 15.3 and 15.4 above, providing the intention to adopt is notified to FRSL immediately following advice from the relevant Government Department to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an approved adoption placement must be provided to FRSL.

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 medical practitioner/independent practising midwife 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 FRSL 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 FRSL of their intention to return to work or resign, they will be considered to have abandoned their employment.*

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

15.9 Options

15.9.1 FRSL 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), FRSL may fill the position on a permanent basis.

15.9.2 Where FRSL 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 15.9.1 above) is not available, FRSL may approve one of the following options:

- (a) An extension of parental leave for up to a further 12 months until the Employee's previous position or a similar position becomes available; or
- (b) An offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 15.9.2 (a) above for up to 12 months; or
- (c) The appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee will

continue on extended parental leave in terms of 15.9.2 (a) above for up to 12 months;

provided that, if a different position is accepted and within the period of extended parental leave in terms of 15.9.2(b), the employee's previous position or a similar position becomes available, then the employee is entitled to be appointed to that position; or

- (d) where extended parental leave in terms of 14.9.2(a) above expires, and no similar position is available for the employee, the employee will be declared surplus.

15.10 If the employee declines the offer of appointment to the same or similar position in terms of sub-clause 15.9.2 above, parental leave will cease.

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

15.12 An employee returning from parental leave may request FRSL to vary the proportion of whole time employment from that which applied before the leave was taken. The granting of such a request will be at the discretion of FRSL, 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, FRSL must inform the temporary appointee that their employment will terminate on the return of the employee from parental leave.

16.0 JURY SERVICE AND WITNESS LEAVE

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

16.2 An employee called on for jury/witness 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 fees and expenses paid.

16.3 Where leave on pay is granted, a certificate is to be given to the employee by FRSL 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 FRSL but may retain expenses.

16.4 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.

PART FIVE: TERMS OF EMPLOYMENT

17.0 UNIFORMS

Where FRSL requires an employee to wear a particular uniform, FRSL will provide this uniform in accordance with the uniform policy.

18.0 PROTECTIVE CLOTHING AND HEALTH & SAFETY

18.1 Protective Clothing

Suitable clean protective clothing will be made available by FRSL 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 remains the property of FRSL and, as such, will be laundered or otherwise cleaned free of charge.

18.2 Health & Safety

18.2.1 Employees are required to be familiar with and adhere to FRSL's Health & Safety Policy and its specific requirements arising from the needs of the workplace, which are defined in FRSL protocols. Employees are expected to take an active role in contributing to their own and their colleagues' safety while at work. Specifically, while at work, FRSL employees must:

- (a) Take reasonable care for their own safety, and that their acts or omissions do not adversely affect the health and safety of other persons;
- (b) Comply, so far as reasonably able, with any reasonable instruction that is given by FRSL to allow FRSL to comply with health and safety legal obligations; and
- (c) Co-operate with FRSL's reasonable policies or procedures relating to health and safety in the workplace that have been notified to employees.

18.2.2 Eye Testing

- (a) Employees are entitled to an eye test every three years by a professional optometrist as determined by the employer.
- (b) The costs of such will be met by the employer except that where an employee uses an optometrist of their own choice, the employer will reimburse costs up to that which would have applied under clause 18.2.2(a) (i.e. had the employee used an optometrist of the employers choosing) .

19.0 REFUND OF ANNUAL PRACTISING CERTIFICATE

19.1 The employer will reimburse the fee for the APC on receipt of a completed expenses/reimbursement claim form, copy of the APC and receipt.

19.2 The employer will reimburse the registration fee for NZIMRT CPD programme registration and the NZIMRT membership fee on receipt of a completed expenses/reimbursement claim form, copy of the CPD programme membership and receipt.

20.0 PROFESSIONAL DEVELOPMENT

Where the employer requires a MRT to undertake a course of study, paid leave and actual and reasonable expenses will be refunded. FRSL may specify terms and conditions of such support in accordance with FRSL policy.

21.0 STAFF SURPLUS

21.1 When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in sub-clause 21.5 below will be invoked and decided on a case by case basis by the employer having due regard to the circumstances of the affected employee.

21.2 Employment Protection Provision

This clause 21.2 applies where:

- (a) the company enters into a contract or arrangement for the contracting out, sale, transfer, amalgamation or other disposal to another person, ("the new employer") of the whole or part of its business ("business transfer"); and
- (b) as a result the employee is, or will be, no longer required by the company to perform the type of work the employee normally performed; and
- (c) this work (or substantially similar work) is or will be carried out by the new employer,

21.2.1 The company will meet with the new employer prior to the date of the business transfer to:

- (a) discuss how the business transfer will affect the employee's employment; and
- (b) negotiate with the new employer about matters relating to the employee's employment including whether the employee would transfer to the new employer and, if so, whether this would be on the employee's same terms and conditions of employment; and

21.2.2 Where arrangements are made for the employee to transfer to the new employer the employee may choose whether or not to transfer to the new employer.

21.2.3 Where the terms and conditions of employment offered by the new employer are the same or substantially similar to that held by the employee immediately prior to the business transfer and the employee chooses, for whatever reason, not to transfer to the new employer, no compensation (redundancy or otherwise) will be payable to the employee.

21.2.4 Where no arrangements are made for the transfer of the employee to the new employer or the employee chooses not to transfer to the new employer in circumstances other than where 21.2.3 applies then:

- (a) any redundancy provisions contained in the employee's terms and conditions of employment would apply;

21.2.5 Nothing in this clause 21.2 will apply where the business transfer:

- (a) is by way of sale or transfer of shares in the company; or

- (b) occurs by reason of the termination of a contract or arrangement under which the company carried out work on behalf of another person; or
- (c) occurs while the company is in receivership or in liquidation.

21.3 Notification

The employer will advise the employee at least one month prior to the date that notice is required to be given to the employee whose position is required to be discharged. Notification of a staffing surplus will be advised to the affected employee. This date may be varied by agreement between the parties. During this period, the employer and the employee will meet to discuss the option most appropriate to the circumstances. Where employees are to be relocated, at least one month's notice will 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 circumstance warrant it (and agreement will not be unreasonably withheld).

21.4 Upon written request the following information will be made available to the employee representative if nominated:

- (a) the location/s of proposed surplus
- (b) the total number of proposed surplus employees
- (c) the date by which the surplus needs to be discharged
- (d) the positions, grading and names of the affected employees
- (e) availability of alternative positions in FRSL.

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

21.5 Options

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

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

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

21.6 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.

21.7 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.

21.8 Redeployment

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

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

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

21.8.2 Where the new job is within the same local area and extra travelling costs are involved, actual additional travelling expenses by public transport will be reimbursed for 12 months.

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

21.9 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.

21.10 Retraining

21.10.1 Where a skill shortage is identified, FRSL 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. FRSL needs to make decisions on the basis of cost, the availability of appropriate training schemes and the suitability of individuals for retraining.

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

21.11 Enhanced Early Retirement

21.11.1 Employees are eligible if they are within 10 years of retirement and have a minimum of ten years' total current continuous service with FRSL.

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

21.11.3 By mutual agreement between the employee and the employer, the employee will receive the following:

- (a) 1 months notice or 8.33% of basic salary (T1 rate only) for the preceding 12 months in lieu of notice. This payment is regardless of length of service; and
- (b) 6% of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months service; and
- (c) 2% of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one up to a maximum of 19; and
- (d) Where the period of total aggregated service is less than 20 years, 0.333% 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.

21.12 Severance

By mutual agreement between the employee and the employer, payment will be made in accordance with the following:

21.12.1 8.33% of basic salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment will only be made where the requisite notice cannot be given. Notice that is of a lesser period than required by this document will require the employer to pay an amount proportionate to the ungiven period of notice. This payment is regardless of length of service; and

21.12.2 6% of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and

21.12.3 2% 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

21.12.4 Where the period of total aggregated service is less than 20 years, 0.333% 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.

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

21.12.6 Employees with not less than five years' service but less than eight years' service, will be paid one week's basic salary (T1 rate only).

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

21.12.8 Job Search

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

21.12.9 Counselling

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

22.0 PAYMENT OF WAGES/SALARY

- 22.1 All wages/salary will be paid two weekly (14 days), no later than Thursday.
- 22.2 Each employee will be supplied with a statement showing details of earnings, allowances and deductions for each pay period.
- 22.3 Wages/salary will be paid by direct lodgement at a financial institution to the credit of an account nominated, in writing, by the employee.
- 22.4 All wages/salary will be paid immediately following the dismissal of an employee. When an employee leaves of their own accord they will be paid on the final day of their employment, all monies owing to them.

23.0 LOCATIONS OF WORK

- 23.1 Occasionally you may be required to work at other company premises within the Taranaki area. When this happens you will be given as much notice as reasonably practicable. The eight sites are as follows:

FRSL Base Hospital	Phoenix Urgent Doctors
Hawera Hospital	Medicross
Stratford Health Centre	Southern Cross Hospital
Fulford Street Clinic	Waitara Health Centre

And any other locations at which FRSL provide services

24.0 RESIGNATION

Employees are to give a minimum of four (4) weeks notice of resignation. If an employee does not give the full period of notice the company may deduct from any payments owing to the employee a sum equivalent to a maximum of four weeks pay. A lesser period of notice can be agreed with FRSL management. FRSL may elect to pay notice in lieu.

25.0 DISMISSAL

- 25.1 FRSL must give you four (4) weeks notice of dismissal or four (4) weeks salary in lieu of such notice. An employee may however be dismissed without notice for serious misconduct.
- 25.2 On termination of employment the employee must immediately return any property of the employer which is in their possession.

26.0 INCAPACITY

- 26.1 If as a result of mental or physical illness an employee is incapable of carrying out the employment duties and obligations, FRSL may terminate employment. In that event, FRSL would give the employee such notice as FRSL deems appropriate in the circumstances, which will normally be one month.
- 26.2 Before any termination for incapacity decision is made, the employee will undergo a medical examination by a registered medical practitioner nominated by FRSL at FRSL's expense, to obtain an independent medical report for FRSL. As far as practicable,

FRSL would take the wishes of the employee regarding a preferred medical practitioner into account.

27.0 CONFLICT OF INTEREST

Employees must ensure they are not involved (directly or indirectly) in any other employment or business which may affect their ability to perform duties or in an activity in conflict with the interests of FRSL except as may be consented to by FRSL Management in writing.

PART SIX : OTHER PROVISIONS

28.0 LEGAL LIABILITY

- 28.1 FRSL undertakes to indemnify employees against actions taken against them as a result of damage suffered by any person as a result of acts or omission of the employee while acting in the course of his or her employment.
- 28.2 Where there is a potential for a “conflict of interest” FRSL must ensure independent representation is available to the employee.
- 28.3 Indemnity or legal representation will not apply to employees acting outside the course and scope of their FRSL employment.

29.0 STOPWORK MEETINGS

- 29.1 Subject to subsections 29.2 to 29.5, FRSL will allow every employee covered by this agreement to attend, on ordinary pay, at least two meetings (each of a maximum of two hours' duration) in each year (being the period beginning on the 1st day of January and ending on the following 31st day of December) with their representatives.
- 29.2 The representative will give the employer at least 14 days' notice of the date and time of any meeting to which subsection 29.1 is to apply. The actual timing of such meetings will be by mutual agreement.
- 29.3 The representative will make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any meeting, including, where appropriate, an arrangement for sufficient employees to remain available during the meeting to enable the employer's operation to continue.
- 29.4 Work will resume as soon as practicable after the meeting, but the employer will not be obliged to pay any employee for a period greater than two hours in respect of any meeting.
- 29.5 Only employees who actually attend a meeting will be entitled to pay in respect of that meeting and to that end the representative will supply the employer with a list of employees who attended and will advise the employer of the time the meeting finished.

30.0 TEMPORARY AGREEMENTS

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

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

31.0 TRAINING AGREEMENTS

Where an employee wishes to undertake training in a new modality the employer may require the employee to sign a training agreement in the approved form.

32.0 PERSONAL GRIEVANCE, DISPUTES & EMPLOYMENT RELATIONSHIP PROBLEMS

32.1 An “employment relationship problem” includes:

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

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

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

32.3 A “personal grievance” means a claim that you:

- i) have been unjustifiably dismissed; or
- ii) have had your employment, or your conditions of employment, affected to your disadvantage by some unjustifiable action by FRSL; or
- iii) have been discriminated against in your employment; or
- iv) have been sexually harassed in your employment; or
- v) have been racially harassed in your employment; or
- vi) have been subjected to duress in relation to union membership.

32.4 If the employment relationship problem is a personal grievance, you must raise the grievance with FRSL within a period of 90 days, beginning with the date on which the action alleged to amount to a personal grievance, occurred or came to your notice, whichever is the latter.

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

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

33.0 VARIATION

The parties may agree to vary the terms and conditions of this agreement at anytime. Such variations to be in writing and ratified in accordance with the parties’ ratification procedures.

34.0 SAVINGS

