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BAY OF PLENTY DISTRICT HEALTH BOARD



PHYSIOTHERAPY COLLECTIVE AGREEMENT

27 July 2018 to 26 July 2021

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1.0 THE PARTIES TO THIS COLLECTIVE AGREEMENT

(a) Bay of Plenty District Health Board (the employer)

And

(b) The Association of Professionals and Executive Employees (the "Union" or APEX).

1.1 NEW EMPLOYEES

The parties agree that any employee, subject to the provisions of the Employment Relations Act 2000 and its amendments, whose work is covered by this agreement and who is engaged by the employer between the dates this collective agreement comes into effect and the expiry date shall be offered in writing the opportunity for this collective to apply to them. The new employee shall from the date of becoming a union member, be entitled to all the benefits, and be bound by all the obligations, under this collective agreement.

Any new employee to whom this Agreement applies by virtue of the operation of this sub clause shall be deemed covered by this agreement.

1.2 EXISTING EMPLOYEES

Existing employees who are covered by the Coverage Clause of this agreement may become Union members at any time. Employees shall, from the date of advising the employer that they are an APEX member, be bound by all benefits and obligations relating to employees under this agreement subject to meeting the requirements of the Employment Relations Act 2000 regarding when a collective agreement will apply to an employee who was/is a member of another union.

1.3 COVERAGE

All employees employed as a registered physiotherapist or physiotherapy assistant, and any employee substantially employed as a physiotherapist or physiotherapy assistant but who may from time to time use different titles, including Clinical/Team Leaders. Professional Advisors are excluded from this document.

2.0 INTERPRETATIONS

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.

"District Health Board" (DHB) means an organisation established as a District Health Board under Section 15 of the NZ Public Health and Disability Act 2000.

"Emergency circumstance" means a natural disaster or civil emergency.

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

"Part-time employee" means an employee, other than a casual employee, who works on a regular basis but less than the ordinary or normal hours prescribed in this Agreement.

“Physiotherapist” means an employee who is registered as physiotherapist by the Physiotherapy Board of New Zealand under the Health Practitioners Competency Act and subsequent amendments.

“Physiotherapy Assistant” means a person who is employed under the direction and supervision of a registered Physiotherapist to assist in a department and/or service.

“Physiotherapy Specialist” means a physiotherapist who has achieved registration as physiotherapist under specialist scope of practice by the Physiotherapy Board of New Zealand under the Health Practitioners Competency Act and subsequent amendments.

"Service" means:

(i) For Annual leave purposes only:

The aggregate of:

- a. Any individual employee’s service previously recognised at the commencement date of this Agreement.
- b. For a New Zealand trained Physiotherapist, all service as a Physiotherapist.
- c. An overseas qualified physiotherapist who meets the requirements of the registration board at the time of entry into New Zealand shall have all service credited from the date of obtaining the overseas qualification.

Where the requirements of the registration board are not met at time of entry, service will only be counted from the commencement date of employment with Bay of Plenty District Health Board.

- d. For a Physiotherapy Assistant, all service as a Physiotherapy Assistant in a DHB. Other experience as a physiotherapy assistant may be recognised at the employer’s discretion.

“Team Leader” means a physiotherapist who is appointed a team leader with a combination of leadership and physiotherapy clinical practice accountabilities.

3.0 HOURS OF WORK

3.1 Unless as provided for in 3.1.1, 3.1.2 or 3.1.3, ordinary hours of work shall be 40 per week and not more than eight hours per day with two consecutive days off. Each daily duty shall be continuous except for meal periods and rest breaks. Provided, however, that in emergency circumstances, the employer may require an employee to work at other times and for periods other than those specified.

3.1.1 Alternatively, ordinary weekly hours of work shall be 80 per fortnight and not more than 8 hours per day with four days off in every 14. No more than 6 consecutive days shall be worked without 1 day off and the other three days off shall be consecutive. Each daily duty shall be continuous except for meal periods and rest breaks.

3.1.2 Alternatively, ordinary weekly hours of work shall be 80 per fortnight and not more than 8 hours per day with 4 days off in any 14 day period. The days off shall consist of 2 periods of 2 consecutive days each. No more than 10 consecutive days shall be worked at any one time. Each daily duty shall be continuous except for meal periods and rest breaks.

3.1.3 Alternatively, ordinary weekly hours of work shall be 40 per week in 4 consecutive 10 hour days. Employees employed under this provision shall not be paid overtime until

they have worked 10 hours per day or 40 hours per week. Each daily duty shall be continuous except for meal periods and rest breaks.

- 3.2 Current employees can only have their hours of work altered by agreement. Employees agreeing to alter their hours of work to those specified under 3.1.1, 3.1.2 or 3.1.3 shall be required to record their agreement in writing. Where any proposed alteration affects the established roster, agreement must be gained from all affected employees.
- 3.3 Employees have the right to seek the advice of their union or to have the union act on their behalf before signing any such agreement.
- 3.4 In normal circumstances, rosters will be notified to those involved not less than 28 days prior to the commencement of the roster. Should shift work be introduced, the notice period for rosters will be negotiated at that time but will not be less than 28 days.
- 3.5 The normal working week shall commence on Monday at the normal starting time of the employer.
- 3.6 For the purpose of calculating pay, the working week shall end at midnight Sunday/Monday. When a major part of the shift falls on a particular day, the whole shift shall be regarded as being worked on that day.

4.0 MEAL PERIODS AND REST BREAKS

- 4.1 Except when required for urgent or emergency work and except as provided in 4.2 no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.
- 4.2 An employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time.
- 4.3 Except where provided for in 4.2 an employee unable to take a meal after five hours' duty shall be paid at overtime rates from the expiry of five hours until the time when a meal can be taken.
- 4.4 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer. Where it is impractical to supply tea, coffee, milk and sugar free of charge, an allowance of \$1.30 per week in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay.
- 4.5 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.

5.0 SALARIES AND WAGES

5.1 PHYSIOTHERAPIST

A Physiotherapist shall receive an annual rate of salary approved by the employer for the position held.

Band/ Position	Step	Current	27-May-19	29-Jul-19		Step	27-Apr-20	27-Jul-20		Step	26-Apr-21	
Advanced Clinician/ Advanced Practitioner/ Designated Positions	15	\$99,950	\$104,175	\$107,300	M	16	\$107,300	\$110,519	M	17	\$113,282	
	14	\$96,248	\$100,761	\$103,784	M	15	\$103,784	\$106,898	M	16	\$109,570	
	13	\$92,548	\$98,496	\$101,451	M	14	\$101,451	\$104,495	M	15	\$107,107	
	12	\$89,462	\$94,496	\$97,331	M	13	\$97,331	\$100,251	M	14	\$102,757	
	11	\$85,142	\$90,497	\$93,212	M	12	\$93,212	\$96,008	M	13	\$98,408	
	10	\$82,366	\$86,185	\$88,771	M	11	\$88,771	\$91,434	M	12	\$93,720	
	9	\$78,355	\$81,446	\$83,889	M	10	\$83,889	\$86,406	M	11	\$88,566	
	8	\$75,146	\$78,014	\$80,354	M	9	\$80,354	\$82,765	M	10	\$84,834	
	7	\$72,803	\$75,683	\$77,953	M	8	\$77,953	\$80,292	M	9	\$82,299	
										8	\$80,292	M
Merit Step	6	\$69,473	\$70,768	\$72,891	M	7	\$75,078	\$77,330	M	7	\$77,330	A
						6	\$72,891	\$75,078	A	6	\$75,078	A
Graduate to Experienced Clinicians	5	\$66,635	\$67,872	\$69,908	A	5	\$69,908	\$72,005	A	5	\$72,005	A
	4	\$61,389	\$63,472	\$65,376	A	4	\$65,376	\$67,337	A	4	\$67,337	A
	3	\$56,145	\$59,074	\$60,846	A	3	\$60,846	\$62,671	A	3	\$62,671	A
	2	\$53,060	\$54,673	\$56,313	A	2	\$56,313	\$58,002	A	2	\$58,002	A
	1	\$49,358	\$50,274	\$51,782	A	1	\$51,782	\$53,335	A	1	\$53,335	A

5.1.1 PROGRESSION

(a) Progression between steps 1–5 inclusive shall be by annual increment, subject to satisfactory performance, on each employee's commencement anniversary or such other anniversary as agreed between the parties.. From 27 April 2020, progression through the scale from step 1 to step 6 shall be by way of automatic annual increment. From 26 April 2021, progression through the scale from step 1 to step 7 shall be by way of automatic annual increment.

(b) Progression above step 5 shall be on merit according to the "*Progression Criteria for Physiotherapists 2007*" document (Appendix 1). This will change to step 6 on 27 April, 2020 and step 7 on 26 April 2021.

Merit applications are to be assessed where practicable within the time frames identified in the process. Payment for achieving the merit criteria is as follows:

- Assessed and achieved then payment is effective from date of submission;
- Assessed and minor deficits that are achieved within the identified resubmission period then payment is effective from original date of submission;
- Assessed and not achieved due to a significant amount of additional information being required then payment is effective from the date of the successful resubmission.

(c) Translation on 27 April 2020 for Merit Step 1:

Those employees who have spent 12 months or more on the previous Merit Step 1(step 6) shall translate to the new Merit (step 7).

Those employees who have spent less than 12 months on the previous merit Step (step 6) shall translate to the new Additional Progression Step (step 7) once they have completed 12 months' service on step 6 without the need to complete a further merit step progression process.

Other employees may access the new Merit Step in accordance with the Merit Step process.

(d) Translation on 26 April 2021 for Merit Step 1:

Those employees who have spent 12 months on the previous Merit Step 1 (step 7) shall translate to the new Merit Step 1 (step 8).

Those employees who have spent less than 12 months on the previous Merit Step (step 7) shall translate to the new Merit Step1 (step 8) once they have completed 12 months' service on step 6 without the need to complete a further merit step progression process.

Other employees may access the Merit Step 1 and beyond in accordance with the Progression Criteria for Physiotherapists. See Appendix 1

(e) The Team Leader, Tauranga Hospital shall be paid a minimum of step 9 (step 10 from 27/4/20; and step 11 from 6/4/21) and progress by automatic annual increment to step 12, (step 13 from 27/4/20; and step 14 from 6/4/21)subject to satisfactory performance. Progression above these shall be on merit.

The Team Leader, Whakatane Hospital shall be paid a minimum of step 8 (step 9 from 27/4/20; and step 10 from 6/4/21)and progress by automatic annual increment to step

11 (step 12 from 27/4/20; and step 13 from 6/4/21), subject to satisfactory performance. Progression above step 11 shall be on merit.

5.2 PHYSIOTHERAPY ASSISTANT

A Physiotherapy Assistant shall receive an annual rate of salary approved by the employer for the position held.

Step	27-May-19	29-Jul-19	27-Jul-20	
7	\$53,214	\$54,810	\$56,454	M
6	\$51,664	\$53,214	\$54,810	M
5	\$50,159	\$51,664	\$53,214	A
4	\$47,039	\$48,450	\$49,904	A
3	\$43,473	\$44,777	\$46,120	A
2	\$40,125	\$41,329	\$42,569	A
1	\$37,617	\$38,746	\$39,908	A

5.2.1 PROGRESSION

(a) Progression between steps 1–5 inclusive shall be by automatic annual increment subject to satisfactory performance, on each employee's commencement anniversary or such other anniversary as agreed between the parties.

The base qualification for a Physiotherapy Assistant will be a L3 NZQA relevant to the area of work (or equivalent).

(b) Progression from the top of the automatic steps is as follows:

To move to the first merit step

- L4 Qualification (relevant to the area) or agreed objectives achieved
- Completion of 12 months on the top automatic step
- And a satisfactory performance appraisal
- Where an individual has a L4 relevant qualification then objectives will be prospectively agreed with them

To move to the second merit step

- L5 qualification or working towards (relevant to the area) or agreed objectives achieved
- Completion of 12 months on the first merit step
- And a satisfactory performance appraisal
- Where an individual has a relevant qualification objectives will be prospectively agreed with them

5.3 PART-TIME EMPLOYEE RATES

A part-time employee shall be paid pro rata the appropriate fulltime salary.

5.4 SALARY INCREMENTS WHILE ON STUDY LEAVE

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

5.5 MISCELLANEOUS CONDITIONS RELATING TO SALARIES

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

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

5.6 ANNUAL REVIEW PROVISIONS

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

6.0 OVERTIME, PENAL RATES AND DUTY ALLOWANCES

6.1 DEFINITIONS

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

6.1.2 Overtime is time worked in excess of the daily duty as defined in Clause 3 and all time, other than time for which penal rates or a duty allowance is payable, worked on a Saturday, Sunday or public holiday, when such work has been properly authorised.

6.2 OVERTIME

Subject to 6.4, overtime worked on any day except a public holiday shall be paid at one and half times the normal hourly rate (T1.5).

Overtime worked on a public holiday shall be paid at twice the normal hourly rate (T2) and in addition the employee shall be granted a day off in lieu.

In calculating the qualifying period for the payment of overtime, employees absent from duty if on sick leave, annual leave, or other authorised leave (paid or unpaid) shall be regarded as having worked all the hours they were rostered for that particular day.

6.3 PENAL RATES

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

6.3.1 From midnight Friday/Saturday to midnight Sunday/Monday at half the normal hourly rate of pay (T0.5).

6.3.2 On public holidays at the normal hourly rate of pay (T1).

6.4 Overtime and penal time shall not be paid in respect of the same hours.

6.5 MINIMUM BREAK BETWEEN SPELLS OF DUTY

6.5.1 A break of at least nine continuous hours must be provided wherever possible between any two periods of duty of a full shift or more.

6.5.2 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.

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

6.5.4 If a break of at least nine 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.

6.5.5 The additional payment provisions of this clause will not apply in any case where the result would be to give an employee a lesser payment than would otherwise have been received.

6.5.6 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.

NOTE: If a call-back of less than a full shift is worked between two periods of duty of a full shift or more a break of nine continuous hours must be provided either before or after the call-back. If such a break has been provided before the call-back it does not have to be provided afterwards as well. However, should employees spend time working as a result of a call-back between the hours of 2400 and 0500 hours, and if the employee has reasonable concerns regarding their ability to provide safe practice they shall be able, after notification to the employer, to have a 9 hour break after the call back is completed.

6.6 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 calculating overtime.

6.7 NIGHT ALLOWANCE / NIGHT RATE

6.7.1 An employee whose normal hours of duty fall between 2100 hours and 0600 hours from midnight Sunday/Monday to midnight Friday/Saturday will be paid at time one quarter of the normal hourly rate of pay (T0.25) in addition to normal salary for all hours which so fall.

6.7.2 The night rate is not to be paid when overtime is being worked or a penal rate is payable.

7.0 ON CALL/ ON CALL ALLOWANCE

7.1 ON CALL ALLOWANCE

7.1.1 Where an employee is instructed to be on call during normal off duty hours s/he shall be paid an on call allowance of \$8.00 (\$10.00 on public holidays) per hour or part thereof while on call. From 27 May 19 the on call allowance will increase from \$4.04 per hour (and \$6.06 per hour on Public Holidays) to \$8.00 per hour (and \$10.00 per hour on Public Holidays).

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

- (i) A cell phone shall be made available by the employer to the employee for the period of on call duty, at no expense to the employee,

Or

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

7.2 CALL-BACK

7.2.1 An employee shall be paid for a minimum of three hours, or for actual working and travelling time, whichever is the greater, when the employee:

- (a) Is called back to work after completing the day's work or shift, and having left the place of employment; or
- (b) Is called back before the normal time of starting work, and does not continue working until such normal starting time, except that:
 - (i) Call backs commencing and finishing within the minimum period covered by an earlier call back shall not be paid for;
 - (ii) Where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back.
- (c) Call back shall be paid at the appropriate overtime rate.

7.2.2 Where part-time employees are part of an official on call roster and are called out from their place of residence in emergency circumstances, then they shall be paid on the basis of a minimum of three hours at appropriate rates. The length of the call would be measured in respect of actual time worked only, except that outside of the normal hours of duty (e.g. 0800 hours to 1630 hours Monday to Friday) the length of the call would be measured in respect of actual time worked and reasonable travelling time from the place of call to the place of duty and return to the place of call or residence. The minimum payment prescribed shall apply to each recall, except that:

- (i) Call-outs commencing and finishing within the minimum period covered by an earlier call-out shall not attract any additional payment.
- (ii) Where a call-out commences before and continues beyond the end of a minimum period for a previous call-out payment shall be made as if the employee had worked continuously from the beginning of the previous call-out to the end of the latter call-out.

7.2.3 Where an employee is called back to duty outside his/her normal hours of work, the employee shall either be provided with transport or they shall be reimbursed in accordance with Clause 36.

7.3 ACUTE PHYSIOTHERAPY COVER

Physiotherapists rostered to provide cover over weekends and public holidays shall be paid a daily allowance of \$70.

If physiotherapists attend to the treatment of a patient they shall be paid for a minimum of three (3) hours, or for actual working and travelling time, whichever is the greater for each such occasion, provided that if the physiotherapist is required to return and commence work before and continues to work beyond the minimum period of the initial occasion, payment shall be made as if the work was continuous with the previous occasion. Payment for such work shall be at T1.5 on a weekend and T2 on a public holiday.

8.0 HIGHER DUTIES ALLOWANCE

8.1 Where a physiotherapist is temporarily appointed or seconded to a higher graded position for a period of 5 or more consecutive working days the employee will receive a higher duties allowance for the whole period of that appointment.

8.2 The higher duties allowance payable shall be the difference between the current salary of the employee acting in the higher position and the minimum salary the employee would receive if appointed to that position.

9.0 THIS CLAUSE WAS INTENTIONALLY UNUSED

10.0 PUBLIC HOLIDAYS

10.1 The following days shall be observed as public holidays:

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

When any of the above holidays falls on a Saturday or Sunday, it shall be observed on the following Monday, and, in the event of another holiday falling on such a Monday, such other holiday shall be observed on the next succeeding Tuesday in accordance with the Holidays Act 2003.

Provided that, in order to maintain essential services, the employer may require an employee to work on a public holiday.

10.2 EMPLOYEES REQUIRED TO WORK ON PUBLIC HOLIDAYS

10.2.1 A rostered employee required to work on a public holiday as part of the normal roster (i.e., not as overtime) shall be paid at time one (T1) in addition to normal salary, and is also to be granted a day's leave on pay at a later date convenient to the employer.

10.2.2 A rostered employee required to work on a public holiday which would otherwise have been the employee's normal day off (e.g. required to work overtime) shall be paid at the overtime rate for the hours worked and in addition is to be granted a day's leave on pay at a later date convenient to the employer.

10.2.3 An employee required to be on call on a public holiday shall be granted a minimum of 1 days paid leave at a later date convenient to the employer.

10.2.4 Any employee required to work on New Years Day, 2nd January, Christmas Day or Boxing Day when those holidays fall on a Saturday or a Sunday shall receive the public holiday penal payment and a day in lieu.

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

Any employee who is required to work on New Years Day, 2nd January, Christmas Day or Boxing Day when those holidays fall on a Saturday or a Sunday and is required to work on the days on which they are observed shall 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 (maximum two days).

10.3 PUBLIC HOLIDAYS FALLING DURING LEAVE OR TIME OFF

- 10.3.1 **Leave on pay** - When a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not to be debited against such leave.
- 10.3.2 **Leave without pay** - An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay (including sick leave and military leave without pay) unless the employee has worked during the fortnight ending on the day on which the holiday is observed.
- 10.3.3 **Leave on reduced pay** - An employee shall, during a period on reduced pay, be paid at the same reduced rate for public holidays falling during the period of such leave.
- 10.3.4 **Off duty day** - Except where the provisions of 10.3.1 apply, if a public holiday, other than Waitangi Day and ANZAC Day, falls on a rostered employee's off duty day (such off duty day not being a Saturday or a Sunday) the employee shall be granted an additional day's leave at a later date convenient to the employer.
- 10.3.5 When part time employees' work fixed days (example every Monday to Wednesday) they will receive a days leave if a public holiday falls on one of those fixed days and they work it. If they are not required to work that day, then they will receive the paid public holiday and no days leave is granted. If a public holiday falls on a day, which is NOT one of their fixed days, they neither get paid nor receive a days leave.
- 10.3.6 Part-time employees whose days of work are not fixed and are not required to work on the public holiday shall be entitled to payment 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, based on the number of hours normally worked on that day.
- 10.4 Equivalent time off in lieu of whole holidays is to be treated the same as annual leave in respect of the rules regarding accumulation (refer to Clause 11.2.4).

11.0 ANNUAL LEAVE

- 11.1 Subject to 11.2 below, employees shall be granted leave of absence on full pay in respect of each leave year as follows:
- 20 days annual leave
 - 25 days after 5 years recognised service (e.g. at the commencement of 6th year)

Part-time employees shall be entitled to annual leave on a pro-rata basis.

11.2 CONDITIONS

The employer may decide, after consultation with the employee, when annual leave will be taken. Approval of annual leave will not be unreasonably withheld. The responsibility to arrange cover for employees' annual leave lies with the employer.

- 11.2.1 The term "leave year" means the year ending with the anniversary date of the employee's appointment.
- 11.2.2 For the purpose of this clause, service is as defined in Clause 2.
- 11.2.3 The employer may permit an employee to take annual leave in one or more periods. The aim is that an employee shall take 2 consecutive weeks annual leave in an annual cycle.

- 11.2.4 The employer may permit all or part of the annual leave accruing in respect of a leave 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.
- 11.2.5 When 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 work.
- 11.2.6 Except where the employer approves, where an employee is absent on special leave, whether with or without pay (e.g., including leave for study awards but excluding sick, accident or military leave) for an intermittent or continuous period of more than 35 days (including Saturdays and Sundays) during a leave year, annual leave shall be reduced in accordance with the scale below.

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

11.2.7

Days of Absence (including Saturdays and Sundays)	Annual Leave Entitlement To be reduced by the number of working days shown below			
	Annual Leave Entitlement			
Days	3 weeks	4 weeks	5 weeks	6 weeks
0-35	-	-	-	-
36-71	1-1/2	2	2-1/2	3
72-107	3	4	5	6
108-143	4-1/2	6	7-1/2	9
144-179	6	8	10	12
180-215	7-1/2	10	12-1/2	15
216-251	9	12	15	18
252-287	10-1/2	14	17-1/2	21
288-323	12	16	20	24
324-359	13-1/2	18	22-1/2	27
360-365	15	20	25	30

11.3 ANTICIPATION OF ANNUAL LEAVE FOR OVERSEAS TRIP

An employee with over 20 years' current continuous service may anticipate up to one year's annual leave entitlement for the purpose of taking a trip overseas. If the employee leaves the employ of the employer before the period of anticipated annual leave has been accrued, the outstanding balance of the anticipated leave shall be repaid by the employee.

11.4 PAYMENT IN LIEU OF ANNUAL LEAVE FOR CASUAL EMPLOYEES

Casual employees, at the discretion of the employer, shall EITHER:

- (a) 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); OR
- (b) annual leave will accrue pro rata according to hours worked in accordance with Clause 11.

11.5 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.

11.6 EXTRA LEAVE FOR SHIFT EMPLOYEES

"Shift work" is defined as the same work performed by two or more employees or two or more successive sets or groups of employees working successive periods.

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

The shift work performed each day:

- (i) Extends over at least 13 continuous hours and;
- (ii) Is performed by two or more employees working rostered shifts, and;
- (iii) The shift involves at least two hours of work performed outside the hours of 0800 hours to 1700 hours.

The following leave is granted to any employee working the required number of qualifying shifts per annum:

Number of qualifying shifts 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

11.7 ADDITIONAL LEAVE FOR ON CALL AND ROSTERED ACUTE PHYSIOTHERAPY

Employees who are on call shall accrue an additional 8 hours annual leave for every 230 qualifying hours on call to a maximum of 40 hours leave (1150 qualifying hours on call) per annum. Qualifying hours shall include all hours on call and all hours providing rostered acute physiotherapy cover (as per Clause 7.3) minimum 3 hours or actual time worked. The maximum combined entitlement under this provision and 11.6 above is 5 days per annum.

12.0 SICK LEAVE

12.1 CONDITIONS

12.1.1 Where an employee is granted leave of absence because of sickness or injury not arising out of and in the course of employment (in this clause referred to as "sick leave"), the employee shall be paid in accordance with the Holidays Act 2003.

12.1.2 On appointment with the employer, a full time employee shall be entitled to ten working days sick leave. On the completion of each additional twelve months, he/she shall be entitled to a further ten working days, with a maximum entitlement of 200 working days.

12.1.3 The production of a medical certificate or other evidence of illness may be required in accordance with the Holidays Act 2003.

12.1.4 Sick leave is to be debited on an hour for hour basis.

12.1.5 Part-time employees are entitled to sick leave on a pro rata basis. The minimum entitlement for part-time employees is 5 days per annum.

12.1.6 Casual employees may have an entitlement to sick leave.

12.2 DISCRETIONARY POWERS OF THE EMPLOYER TO GRANT LEAVE IN EXCESS OF THE ABOVE-PRESCRIBED LIMITS

12.2.1 Where a full time employee is incapacitated by sickness or injury arising out of and in the course of employment, salary may be paid at the discretion of the employer.

12.2.2 Where an employee is suffering from a minor illness that could have a detrimental effect on the patients or others in the employer's care, the employer may, at their discretion, either:

- (a) Place the employee on suitable alternative duties; or
- (b) Direct the employee to take leave on pay for not more than eight days in any one year, in addition to the normal entitlement to sick leave.

12.3 SICKNESS AT HOME

12.3.1 The employer may grant an employee leave on payment at ordinary base rates (T1 only) as a charge against their sick leave entitlement when the employee must stay at home to attend to a close family member who through illness/injury becomes dependent on the employee. This person would in most cases be the employee's child or partner but may be another member of the employee's family. For clarity the close family member is to be consistent with the Holidays Act 2003.

12.3.2 Approval is not to be given for absences during or in connection with the birth of an employee's child. Such a situation should be covered by annual leave or parental leave.

12.3.3 The production of a medical certificate or other evidence of illness may be required in accordance with the Holidays Act 2003.

12.4 SICK LEAVE IN RELATION TO ANNUAL AND LONG SERVICE LEAVE

12.4.1 When sickness occurs during annual or long service leave the employer shall permit the period of sickness to be debited against sick leave entitlement, except where the sickness occurs during leave following relinquishment of office, provided:

- (a) the period of sickness is more than three days;
- (b) A medical certificate is produced, showing the nature and duration of the illness.

12.4.2 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 leave entitlement if the total continuous period of sickness exceeds three days.

12.4.3 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.

13.0 BEREAVEMENT/TANGIHANGA LEAVE

- 13.1 The employer shall approve special bereavement leave, which encompasses the provisions of the Holidays Act 2003, on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). The length of time off shall be at the discretion of the employer.
- 13.2 If 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 13.1 above. This provision will not apply if the employee is on leave without pay.
- 13.3 In granting time off, therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner. The employer must take into account the following points:
- The closeness of the association between the employee and the deceased. (Note – This association need not be a blood relationship).
 - Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death.
 - The amount of time needed to discharge properly any responsibilities or obligations.
 - Reasonable travelling time should be allowed, but for cases involving overseas travel, that may not be the full period of travel.
- 13.4 A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any arrangements necessary. In most cases approval will be given immediately, but may be given retrospectively where necessary.
- 13.5 If paid special leave is not appropriate then annual leave or leave without pay should be granted, as a last resort.

14.0 LONG SERVICE LEAVE

- 14.1 An employee shall be entitled to long service leave of one week upon completion of each five years of current continuous service as follows
- For employees commencing employment after 1 September 2007, only service at Bay Of Plenty DHB shall be recognised
- For employees who commenced prior to 1 September 2007, all service with Bay of Plenty DHB and all service that was previously recognised for long service leave shall be considered in regard to calculating their entitlement.
- Continuous service may be broken by periods of up to three (3) months but any break in service of longer than three (3) months shall debar an employee from counting the service prior to that break towards the qualifying period for long service leave.
- 14.2 Long Service Leave will be paid on the same basis as annual leave as per the Holidays Act 2003 as at the time of taking the leave.

- 14.3 Leave without pay in excess of three (3) months taken on any one occasion will not be included in the 5 year qualifying period with the exception of parental leave.
- 14.4 Long Service leave must be taken in one continuous period, and will require the consent of the employer in regard to when the leave can be taken. Long Service Leave must be taken within two (2) years of qualification or it will be forfeited.
- 14.5 In the event of the death of an employee who was eligible for long service leave but has not taken the leave, any monies due will be paid to the deceased estate.

15.0 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

(See Clause 15.13 Parental Leave Payment (employer contribution)).
(See Clause 16.0 Reappointment After Absence Due to Childcare).

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 shall 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) 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.
 - (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 the employer employs one or both partners.
- 15.5 In cases of adoption of children of less than five years of age, parental leave shall be granted in terms of 15.3 and 15.4 above, providing the intention to adopt is notified to the employer immediately following advice from the relevant agency 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 lead maternity provider 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

15.9.1 Subject to 15.10 below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:

- (a) At the equivalent salary, grading;
- (b) At the equivalent weekly hours of duty;
- (c) In the same location or other location within reasonable commuting distance; and
- (d) Involving responsibilities broadly comparable to those experienced in the previous position.

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

15.10 OPTIONS

15.10.1 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.

15.10.2 Where the employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 15.9 above) is not available, the employer may approve one of the following options:

- (a) An extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or
- (b) An offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 15.10.2(a) above for up to 12 months; or
- (c) The appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 15.10.2(a) above for up to 12 months;

Provided that, if a different position is accepted and within the period of extended parental leave in terms of 15.10.2(b), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or

- (d) Where extended parental leave in terms of 15.10.2(a) above expires, and no similar position is available for the employee, the employee shall be declared surplus under Clause 25.0 of this Agreement.

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

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

15.13 PARENTAL LEAVE PAYMENT (employer contribution)

Where an employee takes parental leave under Clause 15, the employee shall be paid by the employer for a period of 14 (fourteen) weeks from the commencement of parental leave.

The payment shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata for part time employees) applicable to the employee for the six weeks immediately prior to commencement of parental leave and shall be less any parental leave payment received by or payable to the employee from public money under the Act.

The payment shall only be made to eligible employees as specified by s.71CA Parental Leave and Employment Protection Act 1987.

15.14 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.

15.15 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.

16.0 REAPPOINTMENT AFTER ABSENCE DUE TO CHILDCARE

16.1 Where an employee resigns from a permanent position with the employer to care for pre-school children, the employer is committed, upon application from the employee, to make every reasonable endeavour to re-employ that person where a comparable and suitable position exists within four years of the resignation, providing that the person has the necessary skills to fill the vacancy competently; then the person under these provisions shall be appointed in preference to any other applicant for the position.

16.2 Absence for childcare reasons will interrupt service but not break it. The period of absence will not count as service for the purpose of sick leave, annual leave, retiring leave or gratuities, long service leave or any other leave entitlements.

16.3 Applicants for preferential re-entry rights do not have a right of review against their non-appointment.

17.0 JURY SERVICE AND WITNESS LEAVE

- 17.1 Employees called on for jury service or who are subpoenaed, or as a witness for the Crown, the employer, or in the course of their employment, are required to serve. Where the need is urgent, the employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.
- 17.2 An employee called on for jury service or as a witness for the Crown shall be granted leave on pay.
- 17.3 Where an employee is required to be a witness in a matter arising out of his/her employment, s/he shall be granted paid leave.
- 17.4 A certificate is to be given to the employee by the employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to the employer but may retain expenses.
- 17.5 Leave on pay is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the Court does not require the employee, the employee is to report to work where this is reasonable and practical.

18.0 UNION REPRESENTATIVE'S EDUCATION LEAVE

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

19.0 EMPLOYEE RELEASE/LEAVE WITHOUT PAY

- 19.1 Employees with three (3) years continuous service with the current employer may apply for a one-off continuous period of unpaid employee release for a period of three months up to a maximum of twelve months. Such application shall be considered on a case-by-case basis and granted at the discretion of the employer. The approval processes will be as per the BOPDHB Leave Without Pay Policy (3.53.4). All service related provisions/ benefits will be put on hold until resumption of normal duties.
- 19.2 The notification of the employee's intent to return to normal duties will be the same as Clause 15.7 (Parental Leave).
- 19.3 Job protection provisions will be the same as in Clause 15.9.1.
- 19.4 The provisions of this clause are separate from and in addition to normal unpaid leave provisions and it is acknowledged that employees may apply for unpaid leave at any time during their employment.

20.0 PROTECTIVE CLOTHING AND EQUIPMENT

- 20.1 In accordance with the Health and Safety in Employment Act 2000 and associated Regulations, the employer shall ensure that employees are provided with any protective equipment required to ensure the safety of employees while at work. The maintenance and replacement of this equipment is the responsibility of the employer.
- 20.2 Suitable clean protective clothing shall be made available by the employer where the nature of a particular duty or duties would either continuously or intermittently render an employee's personal clothing or uniform to excessive soiling or damage or expose the employee's person to injury or excessive discomfort through biological, chemical or physical hazards.

Such protective clothing shall remain the property of the employer and, as such, shall be laundered or otherwise cleaned free of charge.

20.3 An employee may at the employer's discretion be compensated for damage to personal clothing worn on duty, or reimbursed dry cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling did not occur as a result of the employee's negligence or failure to wear the protective clothing provided.

20.4 Where the employer requires an employee to wear a particular type of shoe, two pairs shall be supplied free of charge to every full time employee or an allowance of \$126.46 per annum shall be paid in lieu. In addition six pairs of duty socks, stockings or panty hose shall be supplied free of charge or an allowance of \$31.33 per annum to every such full time employee.

Where the employee is employed part-time, a proportionate part of those allowances shall be paid as applicable.

21.0 REFUND OF ANNUAL PRACTISING CERTIFICATE

Part-time employees, who also work for another employer, shall receive any entitlements in this clause at the pro-rata rate.

21.1 Where an employee is required by law to hold an annual practising certificate in order to practise that profession or trade with the employer, the cost of the certificate shall be refunded to the employee on production of the practising certificate provided that:

(a) It must be a statutory requirement that a current certificate be held for the performance of duties

(b) The employee must be engaged in duties for which the holding of a certificate is a requirement

22.0 RECERTIFICATION AND CONTINUING PROFESSIONAL DEVELOPMENT

Part-time employees, who also work for another employer, shall receive any entitlements in this clause at the pro-rata rate.

22.1 The employer accepts responsibility for providing the necessary resources and costs to meet the competency requirements of the Health Practitioner Competency Assurance Act. Reimbursement of fees, up to \$200 per annum, required to enrol in a recognised Continuing Professional Development (CPD) hours programme will be provided.

22.2 To assist employees in updating and enhancing their skills, subject to prior approval, the employer will meet the cost of professional development.

22.3 Employees covered by this collective agreement are entitled to two (2) paid days per annum for study, learning, research linked to Physiotherapy Salary Scale Guidelines and individual learning plan.

22.4 The employer may grant employees study leave of up to three (3) months to enable them to complete qualifications, attend courses, seminars and conferences and to undertake research or projects which are relevant to the work of the organisation and which facilitate their growth and development. Such leave may be paid, part paid or unpaid and/or contributions may be made towards the costs.

22.5 Employees, who have been employed for not less than 24 months, may apply for sabbatical leave from three (3) months up to twelve (12) months duration. Such leave may be paid, part paid or unpaid and/or contributions may be made towards the costs.

- (i) All applications must be received in writing and a minimum of three (3) months prior to the date the proposed leave will commence. The application must specify the date the proposed leave will commence and the date on which the applicant will return to work.
- (ii) The employer shall advise the applicant of the approval or declination of the application at least one (1) month prior to the commencement date of the leave.
- (iii) Upon return to work on the agreed date, the employee shall return to the same or similar duties, shifts and service entitlements as s/he enjoyed prior to his/her sabbatical leave.

22.6 Where an employee attends courses, seminars and conferences on both weekend days they will be granted alternative paid day off in the coming week or as otherwise agreed, unless the two weekend days were their rostered days of work.

23.0 EMPLOYEE PARTICIPATION

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

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

The involvement of employees should contribute to:

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

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

23.2.1 Paid time off shall be allowed for recognised staff representatives to attend meetings with management, consult with employees, to consult and discuss those issues addressed in this clause and Clause 25.0 specifically: staff surplus, and options for resolving staff surplus.

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

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

23.3 For the purposes of Clauses 24.0 and 25.0, the recognised representative shall be the Union advocate unless otherwise agreed

24.0 RESTRUCTURING

24.1 In the event that all or part of the work undertaken by the employee will be affected by the employer entering into an arrangement whereby a new employer will undertake the work currently undertaken by the employee, the employer will meet with the employee, providing information about the proposed arrangement and an opportunity for the employee to comment on the proposal, and will consider and respond to their comments. The employee has the right to seek the advice of their union or to have the union act on their behalf.

24.2 The employer will negotiate with the new employer, including whether the affected employees will transfer to the new employer on the same terms and conditions, and will include in the agreement reached with the new employer a requirement that the employee be offered a position with the new employer at the same or similar terms of employment.

24.3 Where the employee either chooses not to transfer to the new employer, or is not offered employment by the new employer, the employer will activate the staff surplus provisions of this agreement.

25.0 STAFF SURPLUS

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 (e.g. the terms of appointment to their present position), then the options in sub-clause 25.5 below shall be invoked and decided on a case by case basis by the employer having due regard to the circumstances of the affected employee.

25.1 NOTIFICATION

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

25.2 The following information shall be made available to the employee representative

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

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

25.3 OPTIONS

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

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

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in sub-clause 25.12 will be applied as a package.

25.4 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.

25.5 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.

25.6 RE-DEPLOYMENT

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

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

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

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

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

25.7 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.

25.8 RE-TRAINING

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

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

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

25.9 SEVERANCE

Payment will be made in accordance with the following:

- 25.9.1 For employees employed prior to 1 July 1992 "Service" for the purposes of this sub-clause 25.9 means total aggregated continuous service with the employer, and any service recognised as continuous service under the employee's previous employment agreement but excludes any service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance or similar payment from the employer.
- 25.9.2 For employees who commenced employment with the Bay of Plenty District Health Board after 30 June 1992 "Service" for the purpose of this clause means current continuous service with Hospital and Health Services or Regional Health Authorities, the Bay of Plenty Area Health Board, Area Health Boards, Hospital Boards and the Department of Health but excludes any service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance or similar payment from the employer.
- 25.9.3 A break in service of one month or less shall not break the continuity of service.
- 25.9.4 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
- 25.9.4 12 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
- 25.9.5 4 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- 25.9.6 Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.
- NOTE: The total amount paid to employees under this provision shall not exceed the basic salary (T1 rate only) the employee would have received between their cessation and the date of their being eligible for government superannuation.
- 25.9.7 If the employee has an entitlement to a retiring gratuity, the full retiring gratuity, shall be paid.
- 25.9.8 Outstanding annual leave and long service leave may be separately cashed up.

25.11 JOB SEARCH

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

25.12 COUNSELLING

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

26.0 TECHNICAL REDUNDANCY

Where an employee's employment is being terminated by the employer by reason of the sale or transfer of the whole or part of the employer's business, nothing in this Agreement shall require the employer to pay compensation for redundancy to the employee if:

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

(b) Has offered the employee employment in the business or the part being sold or transferred; and

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

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

(a) Any service related conditions; and

(b) Any conditions relating to redundancy; and

(c) Any conditions relating to superannuation

Under the employment being terminated; and

The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either:

(a) In the same capacity as that in which the employee was employed by the employer; or

(b) In any capacity that the employee is willing to accept.

27.0 NOTICE

Except in the case of casuals and in the absence of a written agreement between the employer and the individual employee, four (4) weeks written notice of resignation or termination shall be given by either side; but this shall not prevent the employer from summarily dismissing any employee for serious or wilful misconduct or other just cause. Unless otherwise agreed where the required notice is not given the person terminating the service shall pay or forfeit wages to the value of the unexpired period of notice as the case may require.

28.0 ABANDONMENT OF EMPLOYMENT

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

29.0 CONSTRUCTIVE ENGAGEMENT

The parties have recognised the value of working more cooperatively and constructively together to achieve the over-arching goal of maintaining and advancing a Physiotherapy workforce that takes shared responsibility for providing high quality healthcare on a sustainable basis. To this end we have agreed to progress the ongoing interests and issues of the parties outside of bargaining.

The objectives of the constructive engagement are:

- To ensure the parties' dealings with each other are in accord with the principles of good faith and are characterised by constructive engagement based on honesty, openness, respect and trust
- That the principles, processes, procedures and goals adopted enable exploration of matters in a meaningful, solution focused approach with the group being empowered to implement appropriately agreed solutions
- That efforts are made to maintain and further develop their relationship, decision making and inter party cooperation
- To co-ordinate the trialling, and where appropriate, introduction of innovative initiatives which will improve healthcare delivery
- To the extent they are capable, provide appropriate health care to the communities they serve, in an efficient and effective manner
- Work towards enhanced job satisfaction for Physiotherapists
- To achieve consensual decision making and outcomes

The objectives that have been agreed include promoting the provision of a safe, healthy and supportive work environment. The parties also recognise that environmental and fiscal challenges may impinge on work practices and accept that there needs to be constant evaluation to improve productivity and cost effectiveness and to ensure the efficient, sustainable delivery of high quality health services.

Either party can call for a meeting to consult around any of the above objectives; the composition of the respective parties shall have an appropriate senior member with equal representation of other participants with a maximum of 3 to each team with co-opting of others as required.

30.0 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 will forward the monies with the names and the individual amounts deducted to the union.

31.0 STOPWORK MEETINGS

31.1 Subject to subsections 31.2 to 31.5, the employer shall allow every employee covered by this Agreement to attend, on ordinary pay, at least two meetings (each of a maximum of two hours' duration) in each year (being the period beginning on the 1st day of January and ending on the following 31st day of December) with their representatives.

31.2 The representative shall give the employer at least 14 days' notice of the date and time of any meeting to which subsection 31.1 is to apply.

31.3 The representative shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any meeting, including, where appropriate, an arrangement for sufficient employees to remain available during the meeting to enable the employer's operation to continue.

31.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any employee for a period greater than two hours in respect of any meeting.

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

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 the employer; or
- iii) Have been discriminated against in your employment; or
- iv) Have been sexually harassed in your employment; or
- v) Have been racially harassed in your employment; or
- vi) Have been subjected to duress in relation to union membership.

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

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 HEALTH AND SAFETY

The employer and the employee shall comply with the provisions of the Health and Safety in Employment Act 2000 and associated Regulations, concerning safety, health and welfare matters. The parties agree that employees should be adequately protected from any safety and health hazard arising in the workplace.

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

33.2 Where safety equipment is required, it is the responsibility of employees to ensure it is appropriately utilised.

33.3 It is the responsibility of every employee to report any hazards, accidents or injuries as soon as practicable using the employers hazard management system.

- 33.4 It is the responsibility of the employer to systematically identify and address any workplace hazards, which may affect the safety of employees.
- 33.5 Where there is a concern regarding the safety of employees, employees have the right to contact APEX for advice on their rights under the Health and Safety in Employment Act 2000 and its subsequent amendments.

34.0 INDEMNITY

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

35.0 TEMPORARY OR FIXED TERM AGREEMENTS

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

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

36.0 USE OF PRIVATE VEHICLE ON EMPLOYER BUSINESS

Employees who are instructed by the employer to use their private motor vehicle on the employer's business shall be paid a motor vehicle allowance as promulgated by the Inland Revenue Department and adjusted from time to time.

37.0 TRANSFER EXPENSES

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

For:

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

38.0 REIMBURSEMENT OF PROFESSIONAL FEES

The employer shall reimburse permanent employees the cost of membership of the Physiotherapy Board of New Zealand per annum. Provided that where an employee a) is on a fixed term contract; or b) also works for another organisation or in a private practice, the employer will only be required to reimburse the cost on a pro-rata basis.

39.0 SAVINGS

- 39.1 This Agreement supersedes all terms and conditions in previous agreements.
- 39.2 However, as significant changes have been made, it is acknowledged that certain terms and conditions may have inadvertently been omitted. This agreement shall not operate so as to remove employees of a benefit that was omitted in error. Nor shall it operate so as to provide an employee with a benefit that was inadvertently included.

40.0 TRAVELLING ALLOWANCE

Where an employee is required to attend or conduct a clinic away from their base hospital, or attend to employer business away from their base hospital, the employer shall, wherever possible, pay all accommodation and travel costs (e.g. the employee shall not be required to pay for such expenses and get reimbursed at a later date). Employees shall be entitled, with prior approval, to claim any actual and reasonable expenses incurred.

41.0 CHILDCARE CONTRIBUTION

(This clause is only applicable to those employees currently attracting this as at 12 December 2001)

The employer will contribute \$61 per week (as an allowance) towards the costs of having a child attend a recognised, or otherwise approved (by the employer) childcare facility for twelve months after returning to work from parental leave. This is available to only one parent and only to employees who have been employed by the employer for at least twelve months prior to parental leave. The contribution reduces on a pro-rata basis for those working reduced hours. This provision may, at the discretion of the employer, be extended to a situation where an employee takes on the responsibility (legal custody) of a pre-school child from their whanau.

42.0 BARGAINING FEE – This Clause is not applicable for the term of this agreement.

42.1 All employees employed by an employer party who:

- (i) are not members of APEX, and
- (ii) perform the work that comes within the coverage clause of this collective, and whose terms and conditions of employment comprise those specified in this collective

shall pay a bargaining fee to APEX. The fee shall be paid annually at the commencement of this collective and thereafter on the anniversary of its commencement until its expiry. The annual bargaining fee shall be paid in four equal installments equivalent to the annual membership fee of APEX as set out below.

All employees	4 Installments of
Greater than 20 hours per week	\$96
20 hours or less	\$60
10 hours or less	\$42

42.2 The fee shall be deducted from the employee's salary and forwarded to APEX within one month of its collection together with a list of names identifying to whom the fee applies.

42.3 If an employee does not wish to pay a bargaining fee, they must notify the employer in writing within 2 weeks of being notified of the ballot outcome.

43.0 VARIATIONS

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

44.0 TERM OF AGREEMENT

The term of this collective agreement shall be from 27 July 2018 to 26 July 2021.

APPENDIX 1

Progression Criteria for Physiotherapists

INTRODUCTION:

These criteria ensure there is parity and transparency in the appointment and progression processes for all physiotherapists employed by the Bay of Plenty DHB (BOPDHB) line managers are encouraged to seek advice from Human Resources before moving outside of these criteria.

1. PROGRESSION

- ◆ For progression past the automatic increments (ie above step 5) a physiotherapist has the opportunity to initiate a discussion with their manager on an annual basis from their last salary movement. (For the sake of clarity annually means a minimum of 12 months on there current salary step).
- ◆ Physiotherapists seeking a salary advancement will need to provide a portfolio that clearly demonstrates that they have met all the specified progression criteria including all internal training requirements e.g. Fire, CPR etc.
- ◆ If an employee changes roles within the organisation to one that is outside of this acknowledged area of clinical expertise, there will need to be discussion with the Line Manager and Physiotherapy Professional Advisor regarding the appropriateness of maintaining the Senior Physiotherapist with special interest salary level.
- ◆ Advancement beyond step 12 will be at the discretion of the employer based on suitably agreed prospectively set objectives.

2. PROFESSIONAL CONSIDERATIONS

- ◆ Where the line manager is not a physiotherapist, where practicable a Senior Physiotherapist with special interest or a Senior Physiotherapist from the same or similar specialty shall participate in the performance review, this ensures that the professional component of their work practice is reviewed appropriately.

3. SENIOR PHYSIOTHERAPIST WITH SPECIAL INTEREST STEP 11 AND ABOVE

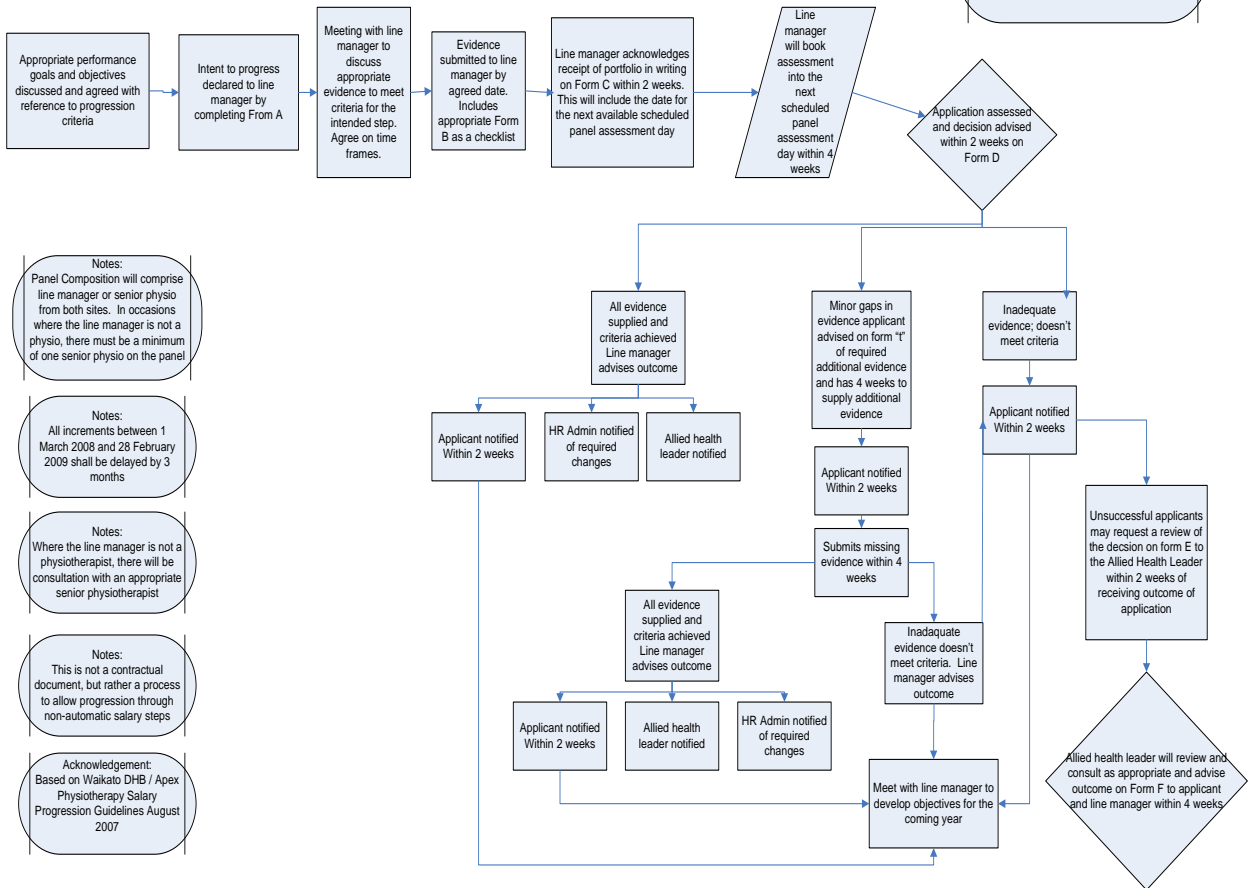
- ◆ A physiotherapist who is highly skilled and demonstrates extensive experience and clinical expertise relevant to the position
- ◆ A minimum of 5 years experience in their specific field of clinical expertise relevant to the current role required by the BOPDHB. (Note- this is **not** the same as 5 years experience as a physiotherapist or the Physiotherapy Board of New Zealand definition of a specialist).
- ◆ Demonstrates consistent advancement of own clinical skills, must hold a post graduate qualification where these exist and /or has an expert knowledge of their defined area of specialty, provides a leadership role, giving direction, support, clinical leadership.

Salary Scale	Criteria
Steps 1 - 5 are automatic (27-Apr-20 steps 1-6) (26-Apr-21 steps 1-7)	Practices in a professional manner which includes culturally appropriate practice <ul style="list-style-type: none"> ◆ Professional development plan in place for next 12 months
Progression from Step 5 to Step 6 shall be by (27-Apr-20 steps 6-7) (26-Apr-21 steps 7-8)	<ul style="list-style-type: none"> ◆ Case study (at least 1 per year) with satisfactory peer appraisal ◆ Annual peer review ◆ Contribution to staff training through in-services ◆ Involvement in quality improvement initiatives ◆ Documented evidence demonstrating reflective practice ◆ Is developing specific skills within a defined clinical area or where the opportunity to specialise is not available, manages competently the full range of conditions/cases within the realm of practice ◆ Commitment to ongoing education needs e.g. courses, independent reading, active participation in journal club, self directed learning ◆ May take responsibility for supervision of other staff and/or undergraduate students ◆ Has broad problem solving and analytical skills ◆ Peer Mentoring eg, rotational appraisals, advising/teaching staff (where opportunity is available)
Progression from Step 6 to Step 7 (27-Apr-20 steps 7-8) (26-Apr-21 steps 8-9)	Contributes to the evaluation and development of physiotherapy practice <ul style="list-style-type: none"> ◆ Demonstrates skills in the field of education, developing and delivering physiotherapy education programmes ◆ Demonstrates staff and supervision skills as required, including performance planning and review processes ◆ Examples of development of protocols/ procedures/ quality assurance initiatives etc. ◆ Participation/contribution to the organisation through meetings attended or invitations to contribute/extra responsibilities ◆ Continual clinical note audit /review/ reflective practice
Progression from Step 7 to Step 8	<ul style="list-style-type: none"> ◆ Locally used as a resource in area of practice

<p>(27-Apr-20 steps 8-9) (26-Apr-21 steps 9-10)</p>	<ul style="list-style-type: none"> ◆ May co-ordinate clinical service in area of practice eg, musculoskeletal, neurological, respiratory ◆ Participation in research projects/ contributions made to professional newsletters or professional body or special interest group/ teachings/ educational sessions/ development of new services
<p>Progression from Step 8 to Step 9 and 9 to 10 (27-Apr-20 steps 9-10 & 10-11) (26-Apr-21 steps 10-11 & 11-12)</p>	<p>Automatic Progression</p>
<p>Progression from Step 10 to Step 11 (27-Apr-20 steps 11-12) (26-Apr-21 steps 12-13)</p>	<ul style="list-style-type: none"> ◆ Initiates the evaluation and development of professional practice e.g. research, review of current literature, development of standards/quality assurance initiatives ◆ Actively identifies educational needs, and develops and facilitates relevant training and education sessions for colleagues and other health professionals
<p>Progression from Step 11 to Step 12 (27-Apr-20 steps 12-13) (26-Apr-21 steps 13-14)</p>	<ul style="list-style-type: none"> ◆ Provides peer mentoring for colleagues in the profession (subject to the opportunity being available) ◆ Completion of significant clinical practice objective as agreed with the Physiotherapy Team Leader/ Physiotherapy Professional Advisor

Physiotherapy Merit Step Access Path

This is the process for application to move to a merit step from September 2008



Note: As of 15 January 2015, the moderation panel shall include an APEX delegate.