

**Te Whatu Ora**  
Health New Zealand



**APEX**  
ALLIED SCIENTIFIC AND TECHNICAL

**APEX**  
**TE WHATU ORA**

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# **MEDICAL PHYSICISTS COLLECTIVE AGREEMENT**

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**18 JULY 2022 - 31 AUGUST 2023**

**If you have any issues with this employment agreement including:**

- hours of work
- salaries
- rosters
- annual leave
- public holidays
- sick leave
- bereavement leave
- parental leave
- health & safety
- any part of your working life

**Contact your delegate or APEX**

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AND

# **Te Whatu Ora**

## **Health New Zealand**

(AUCKLAND, WAIKATO, MIDCENTRAL,  
CAPITAL AND COAST, CANTERBURY,  
AND SOUTHERN DISTRICTS)

**MEDICAL PHYSICISTS**

**COLLECTIVE AGREEMENT**

**18 July 2022 to 31 August 2023**



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# Te Whatu Ora Health New Zealand

## MEDICAL PHYSICISTS

### COLLECTIVE AGREEMENT

#### 1.0 PARTIES AND COVERAGE

1.1 This Collective Agreement shall apply to all employees who are employed or engaged to be employed to perform diagnostic and/or therapeutic medical physics concerned with cancer treatment, medical imaging, radiation protection, ophthalmology and any other areas primarily involving ionizing and non-ionizing radiations, including but not restricted to the following designations:

- Medical Physicists
- Medical Physics Registrar
- and any other employee substantially employed as a medical physicist or medical physics registrar, but who may from time to time use (an) alternative title(s).

This Collective Agreement shall also cover Associate Physicists employed at Capital & Coast and MidCentral Districts as per Schedule Seven. This coverage may be extended to Associate Physicists employed in other Districts by agreement between the parties. Such agreement shall be recorded in writing.

1.2 The parties to this Collective Agreement are:

- a) Te Whatu Ora / Health New Zealand (Auckland, Waikato, MidCentral, Capital & Coast, Canterbury, and Southern Districts) (hereinafter referred to as “the employer”)
- b) APEX (hereinafter referred to as “the union”)

1.3 This Agreement shall be binding on the parties to it.

1.4 The parties agree that any employee who is engaged by the employer from the date this agreement comes into effect and the expiry of this agreement shall be offered in writing the opportunity to become a party to this agreement. The name of the new employees shall be forwarded to APEX.

#### 2.0 DEFINITIONS

“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.

**“Chief/Team Leader Medical Physicist”** means a person appointed by the Employer to manage the delivery of medical physics services and who has overall supervisory responsibility for physicists.

**”Day”** means a 24 hour period from the normal starting time of the Employer.

**“Emergency circumstance”** means a natural disaster or civil emergency.

**“Medical Physicist”** means an employee who performs diagnostic and/or therapeutic medical physics concerned with cancer treatment, medical imaging, radiation protection, ophthalmology and any other areas primarily involving ionizing and non ionizing radiations.

**“Registrar in medical physics”** (Medical Physics Registrar) means a person appointed on a fixed term basis within a District to allow that employee to undertake training under a recognized postgraduate training programme by the ACPSEM (Australasian College of Physical Scientists and Engineers in Medicine). Employment ceases on completion of the training programme or on leaving the training programme, unless the employee is offered continuing employment as a medical physicist.

**“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.

**“Principal Medical Physicist”** means an accredited Senior Medical Physicist appointed by the Employer to manage a specific sub/area responsibility of medical physics services as defined by each District.

**“Ordinary time hourly rate of pay”** – The ordinary time hourly rate shall be one two thousand and eighty sixth part, correct to three decimal places of a dollar, of the yearly rate of salary payable.

**“Overtime”** – Overtime is time worked in excess of the ordinary hours of work as set out in clause 4.1, the hours of work clause, when such work has been properly authorised.

**“Penal Allowances”** – Penal Allowances are paid for time (other than overtime) worked within ordinary weekly hours of work on a Saturday or Sunday or public holiday, or for hours worked between 8pm and 6am.

**“Service Recognition”**. For the purpose of establishing employee service related entitlements, the following apply:

1. Current employees, while remaining in the employment of the employer parties, shall continue to have all service previously recognised, credited.
2. All service as a medical physicist, registrar medical physicist or the equivalent either in the health or university service in NZ or overseas (recognized to an Australasian standard) and such other relevant service as recognised by the employer.
3. For new employees service shall also be deemed to comprise all continuous periods of employment with the following services and organisations:
  - (a) New Zealand Department of Health or successors.
  - (b) Te Whatu Ora/Health New Zealand, District Health Boards, Hospital Health Services, Crown Health Enterprises, New Zealand Area Health Boards and

Hospital Boards or predecessors.

**“Senior physicist”** means a physicist who has 5 years’ experience as a medical physicist who is accredited by the ACPSEM (or medical physicist equivalent recognised by the Employer) and who possesses advanced and specialized knowledge and skills.

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

**“Temporary employee”** is an employee, other than a casual employee, who is employed on a full time or part time basis to undertake work of a temporary nature. e.g. to fill a position where the incumbent is on study leave or parental leave, or where the task is of finite duration.

**“Week”** shall be 7 consecutive days, commencing on a Monday.

**“Whole time / Full Time employee”** means an employee who works not less than the basic hours set out under “hours of work” in this agreement.

### 3.0 VARIATIONS CLAUSE

This Collective Agreement may be varied during its term only by agreement of the parties and the majority of union members affected by the variation. Such variations shall be in writing and subject to APEX normal ratification procedure.

### 4.0 HOURS OF WORK / ROSTERING / SAFE STAFFING

#### Preamble:

The Health and Safety in Employment Act 1992 S. 6 (d) requires the employer to take all practical steps to prevent harm occurring to employees from the way work is organised.

In designing and implementing rosters, the employer shall ensure the disruption, personal health effects and fatigue associated with shift work are minimised for the group of workers involved. If shift rosters are to be developed they shall be done so by agreement between the parties.

4.1 Ordinary hours per week shall be 40 and not more than 8 per day with two consecutive days off per week. By mutual agreement rostered duties can be up to 10 hours per day but in that case shall be limited to not more than 4 consecutive days. Each daily duty shall be continuous except for meal breaks and rest periods.

4.2 The normal working week shall commence on Monday between 0700 and 0900 hours.

For the purpose of calculating pay, the working week shall for all employees 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 (except on public holidays which will be in accordance with the Holiday’s Act).

4.3 Rosters including on call rosters shall be posted at least four weeks in advance.



4.4 It is acknowledged that to meet service requirements, the need for implementing shiftwork could arise. This may be for a fixed period or as an ongoing requirement. Arrangements for implementing shifts, and how the Collective Agreement provisions for shift leave and penal rates will or will not apply, will be discussed and agreed locally. Once agreed, employees may be rostered accordingly. The parties shall confirm those arrangements in writing. On-going arrangements should include a review provision.

#### 4.5 Flexible Working

4.5.1 The parties recognise part 6AA of the Employment Relations Act sets out a statutory right for employees to seek to vary their working hours.

4.5.2 Further, the parties support the Public Service Commission's/Te Kawa Mataaho's "flexible by default" principles:

- IF NOT, WHY NOT – All roles are treated as flexible unless there is a genuine business reason for a role not to be. Flexibility is equally available to women, men and gender-diverse employees, irrespective of the reason for wanting it. Working flexibly will not undermine career progression or pay.
- WORKS FOR THE ROLE - Every role should be suitable for some form of flexibility but not every type of flexibility will work for every role. Genuine business reasons may mean that some types of flexibility cannot be implemented for some roles.
- WORKS FOR AGENCIES AND TEAMS – Flexible working should not be viewed as something which is just agreed between an employee and manager. This means that the impact of flexible arrangements should be considered on teams, and the agency as a whole.
- REQUIRES GIVE AND TAKE – Flexibility requires give and take between the employee, manager and team. It also places collective obligations on employees, managers and teams to be open and adaptable so that it works for everyone.
- MUTUALLY BENEFICIAL – Flexible working needs to work for the agency, teams and employees. Consideration should be given to how flexible work arrangements can maintain or enhance service delivery and the performance of the agencies, teams and employees. It should not result in increased workloads for employees working flexibly, or for other team members who are not.
- ACTIVELY CHAMPIONED BY LEADERS – Leaders support, champion and role model flexible working for their teams and themselves.

## 5.0 MEAL PERIODS AND REST BREAKS

5.1 Except when required for urgent or emergency work and except as provided in 5.3 below, no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.

5.2 An unpaid lunch break of at least thirty minutes will be provided. Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur

during duty, shall be allowed as time worked.

- 5.3 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. An employee unable to take a meal after five hours' duty shall be paid at time-half in addition to normal salary from the expiry of five hours until the time when a meal can be taken.
- 5.4 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 \$1.41 per day in lieu shall be paid.

## 6.0 SALARIES AND WAGES

Title	Step	Salary Scale as at 7 September 2020	Salary Scale as at 29 August 2022
	15	\$155,869	\$161,600
Chief Physicists min step	14	\$150,803	\$156,600
	13	\$144,614	\$150,400
Principal Physicist min step*	12	\$139,550	\$145,300
	11	\$136,174	\$141,900
	10	\$132,797	\$138,500
	9	\$129,422	\$135,200
	8	\$126,045	\$131,800
	7	\$120,932	\$126,700
Senior Physicist min step	6	\$117,031	\$122,800
	5	\$113,130	\$118,900
	4	\$109,229	\$115,000
	3	\$105,328	\$111,100
	2	\$101,427	\$107,200
Medical Physicist	1	\$97,527	\$103,300
Registrars			
PhD/MSc only	6	\$79,601	\$85,400
	5	\$74,780	\$80,500
	4	\$69,955	\$75,700
PhD minimum	3	\$65,842	\$71,600
MSc minimum	2	\$62,736	\$68,500
	1	\$59,630	\$65,400

\* Change in minimum step effective from 18 July 2022

- 6.1 Physics Registrars shall move through their scale by automatic annual increment to minimum step 6 on their scale except that step 6 shall only be available to those with a PhD or MSc.
- 6.2 Medical physicists shall move through their scale by automatic annual increment to step 7. Thereafter progression shall be on merit, dependent on job content, skill shortage, responsibilities of the position, or the employee's level of performance. Progression shall recognise that clinical skill, knowledge and responsibility, as well as managerial and leadership responsibilities shall be rewarded.
- 6.3 Senior medical physicists shall be paid a minimum step 6 and move through their scale by automatic annual increment to step 7. Thereafter progression shall be on merit, dependent on job content, skill shortage, responsibilities of the position, or the employee's level of performance. Progression shall recognise that clinical skill, knowledge and responsibility, as well as managerial and leadership responsibilities shall be rewarded.
- 6.4 From 18 July 2022, Principal medical physicists shall be paid a minimum step 12. Thereafter progression shall be on merit, dependent on job content, skill shortage, responsibilities of the position, or the employee's level of performance.

Progression shall recognise that clinical skill, knowledge and responsibility, as well as managerial and leadership responsibilities shall be rewarded.

- 6.5 Chief Physicists/Team Leader shall be paid a minimum step 14. Thereafter progression shall be on merit.
- 6.6 Medical Physicists who are not accredited by ACPSEM (or an equivalent accreditation acceptable to the Employer) will not be able move through the salary scale beyond step 5. Where a non-accredited Medical Physicist is already on a step higher than step 5 their salary will be grandparented along with their current progression criteria.
- 6.7 Except that:
- (a) the minimum step payable to a registrar with MSc or equivalent shall be step 2 of the registrar scale.
  - (b) the minimum step payable to a registrar with PhD or equivalent shall be step 3 of the registrar scale.
  - (c) the minimum payable to an employee qualified as a medical physicist having obtained the ACPSEM accreditation or equivalent shall be step 1 of the medical physicist scale.
  - (d) Progressing from the Registrar scale to that of Medical Physicist requires the employee to be recognised as qualified in medical physics having obtained the ACPSEM accreditation or equivalent.
- 6.8 Part-time – A part-time employee shall be paid a rate of salary representing the proportion of the salary payable in respect of full-time employment in the appointment occupied by the employee that the number of hours worked during the week bears to 40.
- 6.9 Recognition of previous service for determining commencement of the salary scales include all service as provided in the definitions clause.
- 6.10 Employees on full-time study leave with or without pay shall continue to receive annual increments to which they would otherwise be entitled.
- 6.11 “Out of cycle” progression
- 6.11.1 The parties acknowledge that the standard arrangements in the sector provide for annual step-by-step movement through the applicable ‘automatic’ progression range in the salary scale.
- 6.11.2 The parties acknowledge that nothing in the Collective Agreement precludes movement through the salary steps more rapidly than by annual increment, nor is there any restriction on moving more than one step at a time (e.g. if indicated by advanced job content, skill shortage, responsibilities of the position, or the employee’s level of performance). Such progression is not mandated in the Collective Agreement and is at the discretion of the Employer.
- 6.11.3 Lastly, the parties acknowledge that such occasions should be rare, and that any ‘out of cycle’ salary adjustments can create inequities between staff who have similar qualifications, experience and performance in their role.

## **7.0 MINIMUM BREAK BETWEEN SPELLS OF DUTY**

7.1 A break of at least 9 continuous hours must be provided wherever possible between any two periods of duty of a full shift or more.

7.1.1 Periods of a full shift or more include:

- periods of normal rostered work; or
- periods of overtime that are continuous with a period of normal rostered work; or
- full shifts of overtime/call-back duty

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

7.3 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 9 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.

7.4 The penalty 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.

7.5 Time spent off duty during ordinary hours solely to obtain a 9 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 9 continuous hours must be provided either before or after the call-back. If such a break has been provided before the call-back it does not have to be provided afterwards as well, except if time is spent working as a result of a call back between the hours of 2300 and 0500 a 9 hour break after the call back is completed, must be provided.

7.6 If an employee is absent for any day, days or part of a day on account of annual, sick or other leave, either with or without pay, the qualifying period for the payment of overtime shall be reduced by the employee's ordinary or rostered hours of duty (not exceeding ten per day) for such absences.

## **8.0 OVERTIME AND PENAL TIME**

### **8.1 Overtime**

8.1.1 Overtime is time worked in excess of eight hours or the rostered shift, whichever is greater per day or over 40 hours per week.

8.1.2 Overtime will be paid at time and one half (T1.5) of the ordinary rate for the first three hours worked, thereafter double time (T2).

8.1.3 Overtime worked between 10 p.m. and 6 a.m. Monday to Friday will be paid at double time (T2).

8.1.4 From 18 July 2022, overtime worked between midnight Friday and midnight Sunday will be paid at double time (T2).

8.1.5 Employees may elect to take equivalent time in lieu of overtime up to 5 hours worked per week. The leave shall be taken within one month of such being worked subject to maintenance of service delivery. Untaken leave shall be paid out to the employee at the appropriate overtime rates.

## **8.2 Penal Time Rates**

8.2.1 Penal time is time (other than overtime) worked within the ordinary hours on a Saturday or Sunday or Public Holiday, or between 8 p.m. and 6 a.m. Monday to Friday, and shall be paid as set out below in addition to normal salary.

8.2.2 Employees required to work between midday Saturday to midnight Sunday or on a public holiday will be paid at time one (T1) in addition to normal salary for actual hours worked.

8.2.3 Employees required to work between 8 p.m. and 6 a.m. Monday to Friday will be paid at one quarter time (T0.25) in addition for normal salary for actual hours worked.

8.2.4 Penal time and overtime rates will not be paid in respect of the same hours worked.

## **9.0 CALL BACKS**

9.1 Employees shall be paid appropriate overtime rates for a minimum of three hours or for actual working and traveling time, whichever is the greater when the employee:

9.1.1 is called back to work after:

- completing the day's work or shift, and
- having left the place of employment; or

is called back before the normal time of starting work and does not continue working until such normal starting time, except that:

- call backs commencing and finishing within the minimum period covered by an earlier call back shall not be paid for.
- where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back.

9.2 Where an employee is instructed to be on call during normal off duty hours, an on call allowance of \$8.00 (\$10.00 on public holidays) per hour or part thereof shall be paid when on call.

9.3 Where an employee is called back to duty outside that employee's rostered hours of work the employee shall be reimbursed actual and reasonable expenses for transport to and from call duty.

9.4 Where an employee participates on an on call roster, a cell phone/long range

locator shall be made available to the employee for the period of the on call period at no expense to the employee.

## **10.0 HIGHER DUTIES ALLOWANCES**

- 10.1 Where the employer requires an employee to substantially perform the duties and carry the responsibilities of a position of a class or grade higher than the employee's own or where an employee is temporarily appointed to a higher graded position for three whole days or longer, the employee will receive for the whole period the salary and conditions of the position to which they are temporarily appointed or performing.
- 10.2 The salary payment shall be the minimum salary the employee would receive if appointed to that position.

## **11.0 REIMBURSEMENT OF EXPENSES ON EMPLOYER BUSINESS**

- 11.1 Employees who are instructed to use their private motor vehicle on Employer business shall paid a motor vehicle allowance as promulgated from time to time by the IRD.
- 11.2 With the prior approval of the employer, actual and reasonable expenses incurred while on the business of the Employer shall be reimbursed. Employees shall be paid for any extra traveling time over and above their normal traveling time.
- 11.3 Health service employees who are transferring on promotion between Districts shall be entitled upon application to actual and reasonable expenses as agreed prior to appointment between the parties and incurred in the transfer of the employee, the employee's family and the employee's furniture and effects to the new location.
- 11.4 **Reimbursement of Fees:**
- 11.4.1 The employer shall reimburse the cost of membership of the Australasian College of Physical Scientists and Engineers in Medicine, or equivalent.
- 11.4.2 Where a medical physicist is required to hold a license (e.g. national radiation laboratory {NRL}, electrical registration), the employer shall meet these costs.

## **11.5 Professional Medical Indemnity Insurance:**

- 11.5.1 Where an employer has previously reimbursed the costs of professional medical indemnity insurance to their employees, they shall continue to reimburse these costs.
- 11.5.2 In all other Districts the following shall apply:

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

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

**11.6 Reimbursement of Practicing Certificates:** Where an employee is required to hold an annual practicing certificate or equivalent in order to practice that profession or trade with the Employer, the cost of the certificate shall be refunded to the employee provided that:

- (a) It must be a statutory requirement that a current certificate be held for the performance of duties, and
- (b) The employee must be engaged in duties for which the holding of a certificate is a requirement.

11.7 Where as part of the service plan, the employer requires the employee to undertake research or to gain knowledge of new technology, the employee shall receive their normal salary payments, plus expenses as per clause 11.1.2 above where relevant.

## **12.0 CONTINUING PROFESSIONAL DEVELOPMENT (CPD)**

12.1 The employer is committed to Continuing Professional Development (CPD) and the ongoing professional development of its employees.

12.2 Employees shall be entitled to a minimum of 10 days approved education leave each year except that for the purpose of international travel an additional 2 days paid leave shall be provided per trip.

12.3 Where an approved education activity falls on a rostered day off, weekend or, in the case of part time employees, on a day which they would not normally work, and the employer is not able to provide an alternative day off during the same week or the following week, then employees may use their education leave entitlement (to a maximum of 4-days), with such payment being deducted from the days allocated in clause 12.2 above. Payment will be made at the ordinary time (T1) rate (i.e. clause 8.1 and 8.2 will not apply). Clause 4.1 regarding consecutive days off will also not apply.

12.4 Employees shall be reimbursed all actual and reasonable travel, accommodation, fees and expenses incurred in CPD.

12.5 The following CPD programmes shall be included under the provisions of this clause:

12.5.1 Annual Australasian College of Physical Scientists and Engineers in Medicine (ACPSEM) New Zealand branch scientific meeting.

12.5.2 Annual Australasian College of Physical Scientists and Engineers in Medicine (ACPSEM) scientific meeting.

12.5.3 International medical physics/radiation oncology conference (usually held in US or Europe).



- 12.6 An employee unable to attend the above due to the requirement to maintain services, shall be entitled to attend a similar event at an alternative time.
- 12.7 Each District shall allocate the sum of up to \$5,000 per annum for the purpose of purchasing resources specific to medical physics, as approved by the employer. Such resources may include textbooks and journals, web-based subscriptions, electronic journals, and specialised software.
- 12.8 In addition, the employer may grant employees further study leave and financial assistance to enable employees to complete additional qualifications, to attend courses, conferences and seminars and to undertake research or projects.

### **13.0 ANNUAL LEAVE**

13.1 Employees shall be granted leave of absence on full pay in respect of each leave year as follows:

- Registrars: 20 days annual leave per annum
- Physicists with less than five years: 22 days annual leave per annum
- Employees with 5 years or more service: 25 days annual leave per annum

13.2 Conditions

13.2.1 The term "leave year" means the year ending with the anniversary date of the Employee's appointment.

13.2.2 The employer may permit an employee to take annual leave in one or more periods.

13.2.3 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.

Provided further that, where an employee is on continuous leave without pay due to illness or accident the Employee will be permitted to take or accumulate leave for up to two years. After this, an employee will not qualify for any further period of leave until duty is resumed.

13.2.4 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 accrued leave.

13.2.5 The employer must make adequate provision to enable employees to take their leave.

13.2.6 Every part-time employee will be entitled to annual leave as prescribed. Salary during leave will be paid for the employee's usual working week.

#### **13.3 Anticipation of Annual Leave for Overseas Trip**

An employee with over 6 years' current continuous service may anticipate one year's annual leave entitlement for the purpose of taking a trip overseas.

#### **13.4 Payment in Lieu of Annual Leave for Casual Employees**

Casual employees should 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).

#### 13.5 **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 or parental leave purposes.

**NB:** The expression of annual leave entitlement in days assumes a standard 5-day working week. Where the employee works on a different basis, the entitlement will be adjusted to provide the equivalent, but no lesser, period of leave relative to their working week.

### 14.0 **PUBLIC HOLIDAYS**

14.1 The following days shall be observed as public holidays:

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

14.2 When an employee is required to work on a public holiday, that would be an ordinary working day, the employee will be paid at time one (T1) in addition to normal salary for actual time worked. Minimum payment provisions (such as call backs) shall apply.

14.3 Employees who work on a public holiday will receive an alternative holiday to be taken in accordance with the Holidays Act 2003. Alternative holidays shall be taken at a mutually agreeable time within one year. Where mutual agreement cannot be reached, the employee shall identify when they intend to take the alternative holiday, taking the employer's perspective into consideration and giving 14 days' notice of their intention to take the holiday.

14.4 Where a public holiday falls on what would otherwise be an ordinary working day for an employee, the employee agrees to make him/herself available to work on the public holiday if the employer requires.

14.5 Employees who are required to be on-call for a public holiday but are not called back to work, shall be entitled to an alternative holiday in lieu on relevant daily pay for that day.

14.6 Employees shall only be entitled to one day in lieu for each public holiday worked.

## 14.7 Public Holidays Falling During Leave or Time Off

### 14.7.1 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.

### 14.7.2 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.

### 14.7.3 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.

### 14.7.4 Off Duty Day

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.

## 15.0 EMPLOYMENT RELATIONS EDUCATION LEAVE & COMMITTEE LEAVE

15.1 The employer shall provide non-accumulative paid education leave per calendar year on the following basis:

Number of Employees	Number of Paid Education Leave Allocation to Union
1-5	3 days
6-50	5 days
51-280	1 day for every 8 full-time equivalent eligible employees or part of that number
In excess of 281	35 days plus, 5 days for every 100 full-time equivalent eligible employees or part of that number that exceeds 280.
In excess of 281	35 days plus, 5 days for every 100 full-time equivalent eligible employees or part of that number that exceeds 280.

15.2 The employer shall in addition approve reasonable paid committee leave to enable employees to participate in relevant national or regional projects and committees (this shall include time spent by principal/senior physicists involved in the credentialing or examination of its employed physicists or registrars).

## 16.0 SICK LEAVE

16.1 Except in Capital and Coast District (See clause 16.2 below) on appointment an employee shall be entitled to 10 working days sick leave per annum. On completion of each subsequent 12 months, they shall be entitled to a further 10

working days, with a maximum entitlement of 260 working days (pro rata for part time staff) except that in Southern District employees shall be granted an additional 10 day's sick leave at six months of employment and then 10 days each subsequent year.

16.2 Capital and Coast District's wellness policy (detailed in schedule two) will continue to apply to employees employed in this District.

16.3 The production of a medical certificate after 3 days absence may be required.

16.4 Discretionary powers of the employers to grant leave in excess of the above prescribed limits.

16.4.1 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 the employer. Each case should be considered on its merits and approval should not be unreasonably withheld.

16.4.2 Where an employee is suffering from a minor illness or communicable disease which could have a detrimental effect on the patients in the employees care the employer may at its discretion:

16.4.2.1 Place the employee on suitable alternative duties, or

16.4.2.2 Direct the employee to take leave on payment at base rates (T1 only) for not more than 8 days in any one year, in addition to the normal entitlement to sick leave.

#### 16.5 **Sickness at Home**

16.5.1 The employer 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 member of the employee 's family or household.

16.5.2 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 or parental leave.

16.5.3 The production of a medical certificate or other evidence of illness may be required.

#### 16.6 **Sick Leave in Relation to Annual, Bereavement and Long Service Leave**

16.6.1 When sickness occurs during annual, bereavement 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.

16.6.2 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.

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

16.7 Partial absence due to illness or injury not covered by ACC by employees will be recorded in the following way:

- (i) absence of less than two hours in any one working day nil leave
- (ii) absence of between two hours and six hours in any one working day ½ day
- (iii) absence of more than six hours in any one working day 1 day

16.8 Casual Employees shall be entitled to sick leave in accordance with the Holidays Act 2003..

### **16.9 Leave for Medical Care of a Non-urgent Nature**

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 and without loss of remuneration.

### **17.0 BEREAVEMENT/TANGIHANGA LEAVE**

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

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

17.3 In granting time off therefore, and for how long; the employer must administer these provisions in a culturally sensitive manner.

### **18.0 JURY SERVICE AND WITNESS LEAVE**

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

18.2 An employee called on for jury service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain the juror's fees (and expenses paid).

- 18.3 Where leave on pay is granted on ordinary pay (TI rate only), 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.
- 18.4 Where leave on pay is granted on ordinary pay (TI rate only), it is only in respect of time spent on jury service, including reasonable traveling time. Any time during normal working hours when the court does not require the employee, the employee is to report back to work where this is reasonable and practicable.
- 18.5 Where an employee is required to be a witness in a matter arising out of his/her employment, he/she shall be granted leave without deduction of ordinary pay (TI rate only). The employee is to pay any fee received to the employer but may retain expenses.

## **19.0 LONG SERVICE LEAVE**

Long Service Leave as follows shall be allocated to the employee on the basis of the employee's FTE status at the time of taking the leave, and paid in accordance with the provisions of the Holidays Act 2003.

- 19.1 On the completion of ten (10) years of current continuous service (as defined below), two weeks of long service leave; and
- 19.2 On each subsequent five (5) years of current continuous service (as defined below), one week of long service leave.
- 19.3 For the purposes of clause 19 "current continuous service" means unbroken service with the employer (or its predecessors) starting from 11 February 2013 subject to clause 19.4 below in respect of employees with a previous entitlement to long service leave. For the purposes of calculating current continuous service, time taken on leave without pay in excess of three months on any one occasion (except for Parental Leave) shall be excluded.
- 19.4 The provisions of clause 19 are intended to replace any employees' previous entitlement to long service leave provided that, where an employee had a previous entitlement under a previous employment agreement, the following shall apply:
- 19.4.1 The employee's current continuous service shall be deemed to commence on the date upon which service was deemed to commence under the previous entitlement;
- 19.4.2 The employee's long service leave shall be calculated in accordance with clause 19.1 and 19.2; and
- 19.4.3 Any long service leave that the employee has received under the previous entitlement shall be deducted from the allocation under this clause and any residual shall be allocated to the employee.

Note:

- 1) Auckland District employees will be eligible for long service leave as per Schedule Three (Auckland District provision) of this Collective Agreement until

they reach 15 years current continuous service when their entitlement to long service leave will be under Clause 19.0. After completing 15 years current continuous service there will be no further entitlement to long service leave under the Auckland District long service leave provision.

- 2) With the inclusion of the new Long Service Leave clause it is the intention of the parties to protect employee's previous service and any Long Service Leave entitlements they are currently eligible for until such time as the new provision becomes more advantageous.

**20.0 RESERVED**

**21.0 EXTRA LEAVE FOR SHIFT WORKERS**

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

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

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

- (a) the shift work performed each day:
  - (i) extends over at least 13 continuous hours, and
  - (ii) is performed by two or more workers working rostered shifts, and
  - (iii) the shift involves at least two hours of work performed outside the hours of 8.00am to 5.00pm.
  
- (b) the shift work does not extend over at least 13 continuous hours each day but at least four hours of the shift work are performed outside the hours of 8.00am to 5.00pm.
  
- (c) the shift work is performed:
  - (i) is rostered and rotating, and
  - (ii) extends over at least 15 continuous hours each day, and
  - (iii) not less than 40% of the hours worked in the period covered by the roster cycle is outside the hours of 8.00am to 5.00pm.

The following additional leave is granted:

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

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

21.1.2 Shift workers who work alternating shifts may qualify for additional leave according to the number of shift changes occurring during the year provided that Employees who alternate on shifts which fall wholly between the hours of 6.00am and 6.00pm will not qualify for extra leave.

- (i) Where the roster requires the shift worker to change as frequently as every week or less frequently (e.g., every two weeks), the following pro rata scale will apply:

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

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

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

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

21.1.3 Shift workers who work ordinary hours of work which regularly commence up to three hours prior to 6.00 a.m. or finish up to three hours later than 6.00pm may also be considered for additional leave. The amount of leave will have regard to the following pro rata scale:

<b>Number of weeks on "early" or "late" duties each year</b>	<b>Hours outside 6.00am or 6.00pm</b>	<b>Extra leave per annum</b>	
40 or more weeks	Two hours up to three hours	5 days	
	One hour up to two hours	4 days	
	30-39 weeks	Two hours up to three hours	4 days
		One hour up to two hours	3 days



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

21.2 Employees who are regularly on call will accrue additional leave at the rate of 1 day leave for every 230 qualifying hours on call, up to a maximum of 5 days leave (1150 qualifying hours on call) per annum. The maximum combined entitlement under these provisions and Extra Leave for Shift Workers is five days per annum.

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

## 22.0 PARENTAL LEAVE

### 22.0 Parental Leave and Reappointment after Childcare

#### 22.1 Statement of principle

The parties acknowledge the parental leave provisions in this agreement are to protect the rights of employees during pregnancy and on their return to employment following parental leave and are to be read in conjunction with the Parental Leave and Employment Protection Act 1987, provided that where the parental leave provisions are more favourable to the employee, the provisions of this agreement shall prevail.

#### 22.2 Entitlement and eligibility

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

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

#### 22.3

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

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

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

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

22.4 In cases where the employee becomes the primary carer for children under six years of age, parental leave shall be granted in terms of 22.2 and 22.3 above, providing that fourteen days' notice is given before the employee intends to assume the responsibility for the care of the child. Evidence of an approved primary care placement shall be provided to the employer's satisfaction.

22.5 Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner or midwife certifying the expected date of delivery. The provision may be waived where the employee becomes a primary carer for a child under the age of six or in circumstances outside the control of the employee.

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

22.7 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.

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

22.9 Job protection -

(a) Subject 22.10 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:

- (i) at the equivalent salary, grading;
- (ii) at the equivalent weekly hours of duty;
- (iii) in the same location or other location within reasonable commuting

distance; and

- (iv) involving responsibilities broadly comparable to those experienced in the previous position.
- (b) Where applicable, employees shall continue to be awarded increments when their incremental date falls during absence on parental leave.
- (c) Parental leave shall be recognised towards service-based entitlements, i.e.: annual leave and sick leave.

#### 22.10

- (a) Where possible, the employer must hold the employee's position open or fill it temporarily until the employee's return from parental leave. However, in the event that the employee's position is a "key position", the employer may fill the position on a permanent basis if they meet the requirements set out in the Act.
- (b) Where the employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 22.9(a) above) is not available, the employer may approve one of the following options:
  - (i) an extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or
  - (ii) an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 22.10(b)(i) above for up to 12 months; or
  - (iii) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 22.10(b)(i) above for up to 12 months:

provided that, if a different position is accepted and within the period of extended parental leave in terms of 22.10(b)(i), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or
  - (iv) where extended parental leave in terms of 22.10(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 30 of this Agreement.

22.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 22.9(a) above, parental leave shall cease.

22.12 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 starting parental leave, 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.

- 22.13 Parental leave absence filled by temporary appointee If a position held open for an employee on parental leave is filled on a temporary basis, the employer must inform the temporary appointee that their employment will terminate on the return of the employee from parental leave.
- 22.14 Employees on parental leave may from time to time and by agreement work occasional duties during the period of parental leave and this shall not affect the rights and obligations of either the employee or the employer under this clause.
- 22.15 Paid Parental Leave – Where an employee takes parental leave under this clause, meets the eligibility criteria in 22.2 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee’s base salary (pro rata if less than full-time) for a period of up to 14 weeks.

Employees who negotiate carer leave under Part 3 (A) of the Act are not eligible for the Parental Leave payment under Clause 22.15.

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

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

Where 22.3(c) applies and both partners are employed by the employer, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

## **22A.0 PUBLIC HEALTH EMERGENCY (AND CIVIL DEFENCE) RESPONSE**

- 22A.1 The following provisions apply where there is a Public Health Emergency (PHE) declared by the Director-General of Health under the relevant legislation. These provisions shall also apply as applicable to civil defence emergencies declared under the relevant legislation.
- 22A.2 The parties acknowledge that the public health system will likely be a critical part of the national/regional responses to a PHE.
- 22A.3 If required as part of a response, the parties recognise the urgency of any response and the need for flexibility in how services are delivered, and accordingly temporary changes may be made to how work is organised without the need for a formal change management process specified in the Collective Agreement. Where circumstances allow, the Employer will engage in good faith with the union prior to progressing any PHE response.

22A.4 The principles around any such changes are:

- a. Where available, Services will work with their staff including union delegates, to develop the most clinically appropriate staffing arrangements to keep patients and staff safe during a PHE
- b. These arrangements could include ways of working that are outside of the standard provisions of the hours of work clauses provided that:
  - i. The rostered ordinary weekly or fortnightly hours of work do not exceed the current maximums without the agreement of the affected employee(s)
  - ii. No employee shall have their pay reduced while they are working such arrangements (NB the parties agree this does not apply to the availability of hours to work in respect of casual staff).
  - iii. Additional hours of work beyond those reflected in the salary category shall be remunerated in accordance with the relevant provisions of the Collective Agreement, and Collective Agreement penalties for minimum breaks, overtime, penal time etc will continue to operate
  - iv. The alternate arrangements shall only continue in force for the period necessary and required by the Employer's PHE response, following which the pre PHE status quo will be reinstated
  - v. The union shall be informed of any arrangements operating under this provision.

22A.5 The parties recognise the potentially heightened focus on ensuring staff do not attend work when they themselves (or their dependents) may be unwell. To support this, the Employer will take a permissive approach to access discretionary sick leave under 16.4. These arrangements do not replace the Minor Illness provisions in clause 16.4.2.

22A.6 Where staff are required to stay home when they are well, but required to isolate or quarantine, then, unless they are able to work from home or remotely. they shall receive special leave pay which will not be recorded as sickness.

22A.7 The parties commit to national oversight and engagement on the operation of this clause and other operational matters related to PHE responses, which may include provision of agreed national guide.

## **23.0 PROTECTIVE CLOTHING AND UNIFORMS**

23.1 Suitable clean protective clothing shall be made available by the employer where the nature of a particular duty or duties would either continuously or intermittently render an employee's personal clothing or uniform liable to excessive soiling or damage or expose the employee's person to injury or excessive discomfort through biological, chemical or physical hazards. Such protective clothing shall remain the property of the employer and, as such, shall be laundered or otherwise

cleaned free of charge.

23.2 Where the employer requires the employees to wear a particular uniform or type of footwear, this shall be supplied by the employer and shall remain the property of the employer. The uniform will be laundered free of charge by the employer.

23.3 Employees, who at the date this agreement comes into force are currently receiving an allowance for clothing and/or footwear, shall retain that allowance at its present rate.

## **24.0 SUPERANNUATION**

24.1 Employer subsidised superannuation shall continue to be provided by the employer to those employees with this condition of employment as at the commencement of this employment agreement at the rate that existed immediately prior to the commencement of this agreement.

24.2 Unless an employee is already receiving an employer contribution to an alternate superannuation scheme under 24.1, the employer will make employer contributions to the employee's KiwiSaver scheme in accordance with the KiwiSaver Act 2006.

## **25.0 RIGHT OF ENTRY**

The authorised representative shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises for the purpose of discussing employee relations issues with employees, interviewing anyone represented by APEX or enforcing this agreement, including where authorised access to wages and time records, but not so as to interfere unreasonably with the employer's business.

## **26.0 TEMPORARY EMPLOYMENT 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.

## **27.0 NOTICE PERIOD**

Where the employer or employee wishes to terminate employment, a period of notice of four weeks is required. This period of notice may be varied by mutual agreement.

## **28.0 STOPWORK MEETINGS**

- 28.1 Subject to subsections 28.2 to 28.5, the employer shall allow the employee to attend, on ordinary pay, at least two meetings (each of a maximum of two hours' duration) in each year (being the period beginning of the 1<sup>st</sup> day of January and ending on the following 31<sup>st</sup> day of December) with their representatives.
- 28.2 The representative shall give the employer at least 14 days' notice of the date and time of any meeting to which subsection 28.1 is to apply.
- 28.3 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 members to remain available during the meeting to enable the employer's operation to continue.
- 28.4 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.
- 28.5 Only if the employee actually attends a meeting shall they be entitled to pay in respect of that meeting.

## **29.0 PAYMENT OF WAGES**

- 29.1 Wages will be paid fortnightly in arrears for the period up to and including the previous Sunday by direct credit to a bank account of the employee on receipt of the appropriate written authority from the employee. Such authority may be withdrawn or altered by the employee at any time by application, in writing, specifying the alteration or cancellation required.
- 29.2 All wages shall be paid two weekly (14 day), no later than Thursday.
- 29.3 Each employee shall be supplied with a statement showing details of earnings, allowances and deductions for each pay period.
- 29.4 All wages shall be paid immediately following the dismissal of an employee. When an employee leaves of their own accord they shall be paid on the final day of their employment, all monies owing them.

## **30.0 STAFF SURPLUS**

- 30.1 When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the reorganization, 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 30.5 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.
- 30.2 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:

- 30.2.1 The person acquiring the business or the part being sold or transferred
- (a) has offered the employee employment in the business or the part being sold or transferred; and
  - (b) has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and
- 30.2.2 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
- 30.2.3 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.
- 30.3 Notification – The employer will advise the employee at least 6 weeks 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 six weeks' 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 circumstance warrant it (and agreement shall not be unreasonably withheld.)
- 30.4 Upon written request the following information shall 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, names and ages of the affected employees
  - (e) availability of alternative positions in the employer.

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

- 30.5 Options – the following are the options in order of preference to be applied by the employer in staff surplus situations:



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

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provision in sub-clause 30.12 will be applied as a package.

- 30.6 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.
- 30.7 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.
- 30.8 Redeployment – Employees may be redeployed to a new job at the same or lower salary in the same or new location.
- 30.8.1 Where the new job is at a lower salary, an equalization allowance will be paid to preserve the salary of the employee at the rate paid in the old job at the time of redeployment. The salary can be preserved in the following ways 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).
- 30.8.2 Where the new job is within the same local area and extra traveling costs are involved, actual additional traveling expenses by public transport shall be reimbursed for 12 months.
- 30.8.3 The redeployment may involve employees undertaking some on-the-job training.
- 30.9 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.
- 30.10 Retraining:
- 30.10.1 Where a skill shortage is identified, the employer may offer a surplus employee retraining to meet that skill shortage with financial assistance up to the maintenance of full salary plus appropriate training expenses. It may not be practical to offer retraining to some employees identified as surplus. The employer needs to make decisions on the basis of cost, the availability of appropriate training schemes and the suitability of individuals for retraining.

30.10.2 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 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 or block/university courses etc.

### 30.11 Enhanced Early Retirement

30.11.1 Employees engaged prior to June 1992 in Waikato, or any other employee is eligible if they are within 10 years of retirement and have a minimum of ten years’ total aggregated service with the DHB, HHS, CHE, an Area Health Board or Hospital Board and with one or more of the following services:

- (a) Public Service
- (b) New Zealand Post Office
- (c) New Zealand Railways
- (d) any University in New Zealand
- (e) any Health Centre in any New Zealand Polytechnic or College of Education but excludes any service with any of the above services or with any DHB which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services or from any DHB.

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

30.11.3 The provisions of the schedule on Retiring Gratuities shall apply and in addition, the employee shall receive the following:

- (a) 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months in lieu of notice. This payment is regardless of length of service; and
- (b) 12 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months service; and
- (c) 4 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one up to a maximum of 19; and
- (d) Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service

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

- (e) If the employee has ten or more years’ service, the full retiring gratuity set out in the scale contained in clause 13 shall be paid
- (f) Outstanding annual leave and long service leave may be separately cashed up.

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

- 30.12.1 “Service” for the purposes of this sub-clause means total aggregated service with the employing DHB, HHS, CHE, an Area Health Board or Hospital Board and with one or more of the following services:
- (a) Public Service
  - (b) Post Office
  - (c) New Zealand Railways
  - (d) any University in New Zealand
  - (e) any Health Centre in any New Zealand Polytechnic and/or College of Education but excludes any service with any of the above Services or with any DHB which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services or from any DHB.

Except that in Waikato DHB after 18 November 1994 service shall be service with the employing DHB, HHS, CHE, an Area Health Board or Hospital Board.

- 30.12.2 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment shall only be made where the requisite notice cannot be given. Notice that is of a lesser period than required by this document shall require the employer to pay an amount proportionate to the ungiven period of notice. This payment is regardless of length of service; and
- 30.12.3 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
- 30.12.4 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
- 30.12.5 Where the period of total aggregated service is less than 20 years, 0.333per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.  
NB: The total amount paid to 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 retirement.
- 30.12.6 If the employee has ten or more years’ service, the full retiring gratuity provided in this Collective Agreement shall be paid.
- 30.12.7 Employees with not less than eight years’ service but less than ten years’ service, shall be paid two weeks basic salary (T1 rate only)
- 30.12.8 Employees with not less than five years’ service but less than eight years’ service, shall be paid one weeks basic salary (T1 rate only)
- 30.12.9 Outstanding annual leave and long service leave may be separately cashed up.
- 30.12.10 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.

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

### 30.13 Employment Protection Provisions

30.13.1 The intent of the following provisions is to meet the requirements of Part 6A, “Continuity of employment if employer’s business restructured” Section 69, subpart 2, of the Employment Relations Act 2000 (as amended by Employment Relations Amendment Act (No 2) 2004, and Schedule 1B, parts 19, 20 and 21 of the same Act. The definitions as contained in Subpart 2 of the Employment Relations Amendment Act (No 2) 2004 shall apply to this clause. These provisions shall only apply so long as a statutory obligation to include them in employment agreements remain in force.

30.13.2 The employer, before undertaking any restructuring, will identify any affected employees (as defined in section 69L (2), and quantify the full cost of their employment. This is for the purpose of advising the prospective employers of the cost of the affected employees’ employment by the new employer (as defined in section 69L (1)) should the new employer enter into a restructuring agreement with the employer and all affected employees choose to transfer to the new employer.

30.13.3 The employer will give written notice to all affected employees, and to APEX, of the proposed restructuring, including the work being performed which is part or the whole of the employers’ business that the employer is negotiating for restructuring. The notice must be given prior to or at the same time as any request for proposal (or equivalent) is publicly notified.

30.13.4 The employer will give written notice to the new employer before any agreement as to the restructuring is entered into. The notice will include:

- a. A copy of this Agreement.
- b. The terms of paragraphs 19 and 20 of the code of good faith for public health sector, Schedule 1B to the Employment Relations Amendment Act (No 2) 2004, as required by paragraph 21 of the code.

30.13.5 Upon a restructuring agreement being entered into by the new employer with the employer, the employer shall notify the new employer with whom it has entered into the restructuring agreement (“the Contracted New Employer” or “CNE”) and each affected employee of the specific following employment details (relating to that affected employee) which shall be transferred to the CNE:

- a. Superannuation entitlements.
- b. Long service entitlements.
- c. Leave balances except annual leave that is required to be cashed up at the date of transfer.
- d. Any conditions of employment enjoyed by the employee outside this agreement.
- e. Provision for liability cover in the event of a future claim where the event arose during the employee’s employment with the employer.

30.13.6 The CNE shall provide offers of employment to the affected employees. The offer of employment must be on the same terms and conditions as applied to the

employee immediately before the restructuring took effect.

30.13.7 The CNE shall give the affected employees the opportunity to meet with the CNE during the two weeks following the offer of employment being made to answer any questions the employee has and only for that purpose. The union shall be invited to attend all such meetings.

30.13.8 The employee shall be given a two week period from the date of receipt of the offer of employment to inform the CNE of whether they choose to transfer to the CNE (by accepting the offer of employment) or choose not to transfer to the CNE.

30.13.9 If any employee is unable to respond within the timeframe set out in clause 30.13.8 above, because they are away from the workplace or as a result of some other extenuating circumstance, the employee shall have until such time as is reasonable to respond. For example, should the employee be overseas on holiday, and then the time for response should be two weeks from their return from overseas.

30.13.10 Clause 30 above shall apply to any employees who choose not to transfer to the CNE, except that the terms of clause 30.1 and the notice period in clause 30.2 shall be regarded as having been met, so that the employer shall not be required to pay compensation for redundancy to the employee as set out in clauses 30.11 and 30.12 of this agreement.

### **31.0 DEDUCTION OF UNION FEES**

The employer shall deduct Union fees from the salaries of members of APEX when authorised in writing by the employee. These fees shall be forwarded to APEX on a monthly basis together with a list of members to whom the fees apply.

### **32.0 HEALTH AND SAFETY**

The parties to this collective agreement recognise that effective health and safety committees are the appropriate mechanism for providing consultative mechanisms on health and safety issues in the workplace. The parties agree that essential elements of Health and Safety committees include the following:

- ✓ Management representatives will not exceed the number of employee representatives,
- ✓ Employees are selected by their co-workers.
- ✓ Representation must be appropriate to the area of work (i.e. employees employed in a radiation therapy service)
- ✓ Training is necessary in order for health and safety committee members to perform their duties efficiently.
- ✓ Appropriate time on pay will be agreed by the employer to allow committee members to fulfil their function. This may include training.

### **33.0 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

33.1 An “employment relationship problem” includes:

- a. A personal grievance



- b. A dispute
- c. Any other problem relating to or arising out of the employment relationship.

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

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

33.3.1 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.

33.4 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.

33.5 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.

33.6 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.

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

33.7 Definitions

- (a) 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

But does not include any problem with negotiating new terms and conditions of employment.

(b) A “personal grievance” means a claim that an employee

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

NOTE: The terms used in this clause have precise legal meanings which are set out in detail in the Employment Relations Act. Employees who believe they have a personal grievance should seek the advice of APEX.

- (c) A “dispute” is a disagreement over the interpretation or application of an employment agreement.

### 33.8 Time limit on raising personal grievance.

An employee who believes they have a personal grievance must make the employer aware of the grievance within 90 days of the grievance arising (or of the employee becoming aware that they have a grievance).

### 33.9 Raising employment relationship problems

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

### 33.10 Mediation

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

### 33.11 Employment Relations Authority

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

NOTE: The powers of the Employment Relations Authority, and the remedies it may award, are set out in detail in the Employment Relations Act.

Members of APEX can seek advice and assistance from the Union.

#### **34.0 SAVINGS**

Nothing in this agreement shall operate so as to reduce the salary or conditions of employment applying to any employee at the date of this agreement coming into force.

#### **35.0 TERM**

18 July 2022 until 31 August 2023.

**Dated this                    day of July 2022**

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

Dr Deborah Powell  
General Secretary  
Association of Professional & Executive  
Employees (APEX)



## **SCHEDULE ONE RETIRING GRATUITIES**

### **CAPITAL AND COAST DISTRICT**

- 1 This clause shall only apply to those employees who have had not less than ten year's service recognised as at 10 August 1994.
- 2 From 10 August 1994, no further service shall accrue regarding the payment of retiring gratuities.

### **WAIKATO DISTRICT**

**NOTE:** This clause shall not apply to employees employed after 30 June 1992.

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

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

### **SOUTHERN DISTRICT**

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

- i. On written confirmation from the employee that they are retiring.
- ii. Not less than 10 years continuous service with the employer
- iii. The current period of employment commenced on or before 01 February 1999, and has remained continuous since

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

Eligible service

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

## CANTERBURY and AUCKLAND DISTRICTS

Previous Retiring Gratuity provisions shall continue to apply.

### Entitlement

For the purposes of this clause, service is defined in schedule one.

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

Gratuities shall be paid to the estate of employees who die before retirement or who die after retirement but before receiving a gratuity.

For the purpose of calculating the amount of gratuity, which the employer shall pay, the rate of pay on retirement shall be the ordinary rates of pay.

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

NOTE: These are consecutive rather than working days.

**SCHEDULE TWO  
CAPITAL AND COAST DISTRICT WELLNESS PROVISION**

1. When an employee is absent from work due to sickness or injury the following provisions will apply, depending on whether the absence is due to sickness, work-related injury or non work-related injury.
2. During the first six (6) calendar months of service an employee shall be entitled to a maximum of ten (10) days sick leave on pay.
3. After completing six (6) months continuous service an employee, if ill, is able to take such time off work on pay as is necessary to recover from illness and return to work.
4. An employee who is absent for reasons of ill health beyond three (3) consecutive working days may be required to supply a medical certificate to the manager, setting out the date by which the employee will be expected to return to work. A medical certificate and Healthy Workforce Team review may be requested if there is any suspicion of abuse of the policy.
5. If absence is long term in nature the employee shall be entitled to full ordinary pay for up to six months, subject to a full review and decision making process.
6. The wellness policy may be subject to review and alteration by Capital and Coast District, after appropriate consultation, provided that any alteration/termination may only occur after the term of this collective agreement. In the event of termination the sick leave provisions contained in the collective employment contract covering Medical Physicists effective 1 July 1998 to 31 December 1999 and further extended to 30 April 2000 will be reinstated.
7. The provisions contained in clauses 16.7 through 16.11 inclusive of this collective agreement shall continue to apply to Capital and Coast employees.

## **SCHEDULE THREE LONG SERVICE LEAVE**

### **Note:**

With the inclusion of the new Long Service Leave clause it is the intention of the parties to protect employee's previous service and any Long Service Leave entitlements they are currently eligible for until such time as the new provision becomes more advantageous.

### **WAIKATO DISTRICT**

NOTE: This clause shall not apply to employees employed after 30 June 1992.

#### **(1) Eligibility**

- (a) Employees who have completed 20 years' continuous service as defined below may be granted once only four weeks' long service leave.
- (b) Continuous service is defined as not less than six months' continuous service with the following:
  - (i) Health Service
  - (ii) Public Service; Post Office; Railways; Parliamentary Service Commission formerly Legislative Department Parliamentary Counsel Office; Armed Forces; Police; Education Boards but only in respect of officers employed in terms of the Education Authorities Employment Regulations 1982; and undertakings taken over by Government as going concerns.
- (c) Continuous service may be broken by periods of up to three months but any break in service of longer than three months SHALL debar an employee from counting the service prior to that break towards the qualifying period for long service leave. This includes periods of service over three months in an overseas post that are taken after resignation from a hospital or area health board in New Zealand.
- (d) Leave without pay in excess of three months (including sick leave without pay): taken on any one occasion cannot be included in the 20 year qualifying period, e.g., an employee who has had in aggregate a years leave without pay will not qualify for long service leave until 21 years of qualifying service excepting that such leave SHALL be included in the qualifying period where it was granted for
  - (i) standard New Zealand government bursaries or similar Government sponsored awards;
  - (ii) recognised training courses; (iii) military service;
  - (iv) New Zealand Government service on secondment or otherwise in the Cook Islands, Niue or Tokelau Islands;
  - (v) parental leave.

In addition a period of service in an overseas post while on leave without pay in excess of three months, whether on secondment or not, may qualify as service for long service leave, provided the terms and conditions governing it are determined by the appropriate New Zealand government employing agency and provided the employee concerned has remained, throughout the overseas service, in the employment of the health service or New Zealand government department. Where staff have served overseas normal career patterns in order to carry out a New Zealand government requirement, e.g. special aid assignments, sympathetic consideration will be given to applications for standard long service leave conditions after 20 years service, including a period overseas when an employee was serving the Government by enabling it to fulfil an international obligation.

- (e) Employees who resign (except under (2)(b) below) or who are dismissed, except through no fault of their own, will forfeit any long service leave to which they might otherwise be entitled.

## (2) Procedures for taking Long Service Leave

- (a) Long Service Leave MUST be taken in one period except that an employee recalled from leave because of an emergency is entitled to resume leave after the emergency.
- (b) Except as provided below long service leave MUST be taken within five years of qualification and before relinquishment of office or it will be forfeited. There are no exceptions to this rule.
  - (i) employees who are within two years of retirement when they qualify may, at the discretion of their employer, be paid salary for four week's leave at the time of retirement
  - (ii) eligible employees who give notice of resignation may, at the discretion of the employer be paid salary for four weeks' leave at the time of their resignation;
  - (iii) employers may pay salary for four weeks' leave to an employee who retires medically unfit after qualifying for long service leave, but before taking or forfeiting it under these rules;
  - (iv) employees who have qualified for, but not taken long service leave when joining the company from another Health or Hospital Service will not be able to transfer their long service leave.
- (c) Payment for long service leave is to be on the same basis of average earnings as applies with annual leave. Average earnings are to be assessed on the basis of the calculation year preceding the leave, and paid out at the commencement of the leave.
- (d) Allowances and other payments which continue during annual leave SHALL be payable during long service leave.
- (e) Where a public holiday or substituted succeeding day falls during a

period of long service leave, the employee is entitled to the holiday which is not to be debited against such leave.

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

(3) Deceased employees

The employer may approve a cash payment equivalent to four weeks salary to the widow, widower or if no surviving spouse exists, to dependent child(ren) or the estate of a deceased employee who had qualified for long service leave but who had neither taken nor forfeited it under these rules. This payment will be in addition to any grant made under the Retirement Gratuity Provisions specified in this agreement

## MIDCENTRAL DISTRICT

### 18.0 LONG SERVICE LEAVE

#### 18.1 Eligibility:

If you have completed 15 years' current continuous service with MidCentral Health and its predecessors only you shall be granted two weeks' long service leave.

If you have completed 20 years continuous service (as per the definition in clause 2) you shall be granted a further two weeks leave.

#### 18.2 Procedures for taking Long Service Leave:

18.2.1 Long service leave must be taken in one period except that if you are recalled from leave because of an emergency you are entitled to resume leave after the emergency.

18.2.2 Long service leave must be taken within two years of qualification or be forfeited (except that those who, under the transitional arrangement, choose to take the four weeks after 20 years, must take their leave within five years of qualification).

18.2.3 If your employment with the Organisation is terminated within two years (or five years for those who, under the transitional arrangement choose to take the four weeks after 20 years) and you have not taken your long service leave you will be paid salary for two (or four under the transition arrangement) weeks' leave upon such termination.

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

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

18.2.6 Deceased employees - The Chief Executive Officer may approve a cash payment equivalent to two (or four, under the transition arrangement) weeks'

salary to the widow, widower or if no surviving spouse exists, to dependent child(ren) or the estate of a deceased employee who had qualified for long service leave but who had neither taken nor forfeited it under these rules. This payment will be in addition to any grant under the Retiring Allowance provisions specified in this award.

## **CAPITAL AND COAST DISTRICT**

### **21.0 LONG SERVICE LEAVE**

21.1 Eligibility: Employees who have completed 20 years continuous service as defined in clause 23 may be granted once only four weeks' long service leave.

21.2 Continuous service may be broken by periods of up to three months but any break in service of longer than three months SHALL debar an employee from counting the service prior to that break towards the qualifying period for long service leave. This includes periods of service over three months in an overseas post which are taken after resignation from a hospital, area health board, Crown Health Enterprise, Hospital Health Service or District Health Board in New Zealand.

21.3 Leave without pay in excess of three months (including sick leave without pay) taken on any one occasion cannot be included in the 20 year qualifying period, e.g. an employee who has had in aggregate a year's leave without pay will not qualify for

long service leave until 21 years of qualifying service excepting that such leave SHALL be included in the qualifying period where it was granted for

- (i) standard New Zealand Government bursaries or similar Government sponsored awards;
- (ii) recognised training courses;
- (iii) military service;
- (iv) New Zealand Government on secondment or otherwise in the Cook Islands, Niue or Tokelau Islands

In addition, a period of service in an overseas post while on leave without pay in excess of three months, whether on secondment or not, may qualify as service for long service leave, provided the terms and conditions governing it are determined by the appropriate New Zealand Government employing agency and provided the employee concerned has remained, throughout the overseas service, in the employment of the health service. Where staff have served overseas outside normal career patterns in order to carry out a New Zealand Government requirement, e.g. special aid assignments, sympathetic consideration will be given to applications for standard long service leave conditions after 20 years' service, including a period overseas when an employee was serving the Government by enabling it to fulfil an international obligation.

21.4 Employees who resign (except under 21.5.2) or who are dismissed, except through no fault of their own, will forfeit any long service leave to which they might otherwise be entitled.

### **21.5 Procedures for taking long service leave —**

21.5.1 Long service leave MUST be taken in one period except that an employee recalled from leave because of an emergency is entitled to resume leave after the

emergency.

21.5.2 Except as provided below long service leave MUST be taken within five years of qualification and before relinquishment of office or it will be forfeited. There are no exceptions to this rule:

- (i) employees who are within two years of retirement when they qualify may, at the discretion of the employer be paid salary for four weeks' leave at the time of retirement.
- (ii) Employees, who give notice of resignation may, at the discretion of the employer, be paid salary for four weeks' leave at the time of their resignation,
- (iii) the employer may pay salary for four weeks' leave to an employee who retires medically unfit after qualifying for long service leave, but before taking or forfeiting it under these rules.

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

21.5.4 Allowances and other payments which continue during annual leave SHALL be payable during long service leave.

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

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

21.5.7 Deceased Employees:

The employer may approve a cash payment equivalent to four weeks' salary to the widow, widower or if no surviving spouse exists, to dependent child(ren) or the estate of a deceased employee who had a qualified for long service leave but who had neither taken nor forfeited it under these rules.

## **SOUTHERN DISTRICT**

### **20 LONG SERVICE LEAVE**

#### **20.1 Eligibility -**

- (a) Employees who have completed 20 years' continuous service as defined below may be granted once only four weeks long service leave.
- (b) Continuous service is defined as not less than six months continuous service with the following:



- (i) Health Service
  - (ii) Public Service; Post Office; Railways; Armed Forces; Education Boards but only in respect of officers employed in terms of the EDUCATION AUTHORITIES EMPLOYMENT REGULATIONS 1982; and undertakings taken over by Government as going concerns.
  - (iii) Notwithstanding the above, employees of the Otago DHB employed prior to 23 July 1990 shall continue to have all periods of service recognised prior to that date credited for long service leave purposes while they remain employed by the employer.
  - (iv) Notwithstanding the above, for employees who commence employment with the employer after 3 August 1992, service shall be deemed to comprise all periods of continuous employment as defined in the definitions clause.
- (c) Continuous service may be broken by periods of up to three months but any break in service of longer than three months SHALL debar an employee from counting the service prior to that break towards the qualifying period for long service leave.
- (d) Leave without pay in excess of three months (including sick leave without pay) taken on any one occasion cannot be included in the 20 year qualifying period, e.g., an employee who has had in aggregate a year's leave without pay will not qualify for long service leave until 21 years of qualifying service excepting that such leave SHALL be included in the qualifying period where it was granted for
- (i) standard New Zealand Government bursaries or similar Government sponsored awards;
  - (ii) recognised training courses;
  - (ii) military service;
  - (iv) New Zealand Government service on secondment or otherwise in the Cook Islands, Niue or Tokelau Islands.

In addition a period of service in an overseas post while on leave without pay in excess of three months, whether on secondment or not, may qualify as service for long service leave, provided the terms and conditions governing it are determined by the appropriate New Zealand government employing agency and provided the employee concerned has remained, throughout the overseas service, in the employment of the health service or New Zealand government department. Where staff have served overseas outside normal career patterns in order to carry out a New Zealand government requirement, e.g. special aid assignments, sympathetic consideration will be given to applications for standard long service leave conditions after 20 years' service, including a period overseas when an employee was serving the Government by enabling it to fulfil an international obligation.

- (e) Employees who resign (except under 20.2(b) below) or who are dismissed, except through no fault of their own, will forfeit any long service leave to which they might otherwise be entitled.

## 20.2 Procedures for taking long service leave -

- (a) Long service leave MUST be taken in one period except that an employee recalled from leave because of an emergency is entitled to resume leave

after the emergency.

- (b) Except as provided below, long service leave MUST be taken within five years of qualification and before relinquishment of office or it will be forfeited. There are no exceptions to this rule.
    - (i) employees who are within two years of retirement when they qualify may, at the discretion of their employers be paid salary for four weeks' leave at the time of retirement.
    - (ii) employees who are at the point of their retirement and who give notice of resignation may, at the discretion of the employer, be paid salary for four weeks' leave at the time of their resignation.
    - (iii) the employer may pay salary for four weeks' leave to an employee who retires medically unfit after qualifying for long service leave, but before taking or forfeiting it under these rules.
    - (iv) employees who have qualified for, but not taken long service leave may, when resigning from the employer may be paid salary for four weeks. The employer will not accept liability for long service leave if an employee from another employer who has qualified for but not taken long service leave commences employment with the employer.
  - (c) Payment for long service leave is to be on the same basis of average earnings as applies with annual leave. Average earnings are to be assessed on the basis of the calculation year preceding the leave, and paid out at the commencement of the leave.
  - (d) Allowances and other payments which continue during annual leave SHALL be payable during long service leave.
  - (e) Where a public holiday or substituted succeeding day falls during a period of long service leave, the employee is entitled to the holiday which is not to be debited against such leave.
- (0 Reduced hours or part-time workers are to receive a pro rata reduction of pay, during long service leave.

20.3 Deceased employees - The employer may approve a cash payment equivalent to four weeks' salary to the widow, widower or if no surviving spouse exists, to dependent child(ren) or the estate of a deceased employee who had qualified for long service leave but who had neither taken nor forfeited it under these rules. This payment will be in addition to any grant made under the Retirement Gratuity Provisions specified in this agreement.

## **CANTERBURY DISTRICT**

Previous Long Service Leave provisions shall continue to apply.

## **AUCKLAND DISTRICT**

1.1 An employee shall be entitled to long service leave of one week upon completion of a

five year period of recognised service as defined in Clause 1.1.1 below. Such entitlement may be accrued. However any service period for which a period of long service leave has already been taken or paid out shall not count towards this entitlement.

Note:

- 1) On completion of 15 years' service employees will be entitled to long service leave as detailed in Clause 19.0. There will be no further entitlement under the Auckland District long service leave provision.

Auckland District employees who are eligible for long service leave under Schedule 3 will continue to receive one week long service leave after 5 years current continuous service and a further one week after 10 years current continuous service. From 15 years current continuous service they become eligible for long service leave under Clause 19.0 Long Service Leave of the Collective Agreement.

- 2) With the inclusion of the new Long Service Leave clause it is the intention of the parties to protect employee's previous service and any Long Service Leave entitlements they are currently eligible for until such time as the new provision becomes more advantageous.

- 1.1.1 Service** means the current continuous service with the District and its predecessors (District Health Boards, Hospital and Health Services, Crown Health Enterprises, Regional Health Authorities, Health Funding Authority, Area Health Boards and Hospital Boards), except where otherwise defined in the applicable clause. From 1 November 2007 service will transfer between DHBs. From 1 November 2007 service shall not be deemed to be broken by an absence of less than three months. However, where the employee remains actively engaged on related work to their profession or study whilst absent, the period of three months shall extend to twelve months. This period of absence does not count as service for the purpose of attaining a service related entitlement.
- 1.2 Long Service Leave will be paid for each week of leave on the same basis as annual leave (clause 6) in accordance with the Holidays Act 2003. This will be based on the employees FTE status at the time of taking the leave. Wherever practicable long service leave is to be taken in periods of not less than a week.
- 1.3 For the purposes of 1.1 above recognised service shall be from 1 October 2008 unless the employee has an ongoing or grand-parented provision. For employees with an ongoing or grand-parented provision, the following shall apply. The employee shall accrue the entitlement in accordance with clause 13.1 above, with their service being deemed to commence, for the purpose of this calculation, on the date service was previously deemed to commence under the scheme. Any long service leave actually taken, shall be deducted from that entitlement and the residue shall become the remaining entitlement. That shall be added to any further accrual, with the leave being taken in accordance with clause 1.1 above.
- 1.4 Leave without pay in excess of three months taken on any one occasion will not be included in the 5 year qualifying period, with the exception of Parental Leave.
- 1.5 The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.
- 1.6 In the event of the death of an employee who was eligible for long service leave but has not taken the leave, any monies due will be paid to the deceased estate.

## **SCHEDULE FOUR REGISTRAR TERMS OF EMPLOYMENT**

Within the last 12 months of their training, the Registrar may be offered a permanent placement within New Zealand. Priority for permanent placement is:

1. At the District of domicile for their training
2. At another District offering a permanent position

If no positions are available, the District of domicile will retain the physicist as over establishment for up to 12 months until another position becomes available.

Over establishment physicists may be required to cover short term absences at other Districts.

If a physicist declines an offer of a permanent position, employment will end without entitlement to redundancy or other compensation.

Registrars in their last year of training may move to another District to fill a vacant physicist position whereby their training will be complete at the new location.

This arrangement will be time bound. It will run for three years only from the date of settlement and then it will be reviewed to establish if it has resulted in more registrars taking up permanent positions and has not had adverse consequences.

## **SCHEDULE FIVE MEDICAL PHYSICISTS PROFESSIONAL DEVELOPMENT LEAVE AND SECONDMENTS**

### **What is a Professional Development Leave?**

Professional Development Leave is a period of 4 to 10 weeks' leave available to a physicist as part of their career pathway. Leave is provided to engage in a balance of professional learning, research, scope development, and experience working in other settings. The proposed programme should be of relevance to the New Zealand health system

### **How many Professional Development Leave opportunities are available each year?**

Each year there are 2 Professional Development Leave opportunities available to medical physicists meeting the eligibility requirements including service need.

### **How is the professional development leave funded?**

The Employer will contribute to a fund of \$50,000 per annum maintained centrally. The fund will reimburse the District for the medical physicists cost of cover, and pay approved expenses directly associated with the professional development leave. The professional development leave funds salary cost reimbursement to the District, for the duration of professional development leave.

### **What does the professional development leave provide?**

The medical physicist receives their normal salary while on professional development leave. Actual and reasonable expenses including approved travel and accommodation, but not living expenses. If the medical physicist is paid by an organisation during the professional development leave, then the salary payment will be discounted accordingly.

### **What are the eligibility criteria?**

To be eligible for a Professional Development Leave you must:

- be employed as a medical physicist by the employer and have support from your Chief Physicist (or for Chief Physicists their immediate manager) and your Chief Executive
- be a fully certified medical physicist
- have completed at least five years' service as a medical physicist, at least three of which must have been spent in their current District

Preference will be given to Physicists who have completed at least five years' service as a medical physicist, at least three of which must have been spent in their current District. Preference is also given to applicants who have not received professional development leave in the last five years.

Service need will also be taken into consideration. Where the candidate's absence would adversely impact on the service the application will not be progressed at this time.

### **Inter District opportunities**

It is proposed that the current Collective Agreement provisions explicitly allow for a medical Physicist to undertake a secondment at another District or provider:

CPD leave and expenses may be granted for secondment to a recognised unit for the purpose of professional development. Secondments would generally not be granted more often than every three years, with preference given to those who have not had a secondment in the past 5 years. Secondments are only available after completing two years' service at the current District.

## **SCHEDULE SIX EXCERPTS FROM TERMS OF SETTLEMENT**

### **1. Merit Progression for Medical Physicists**

The parties will jointly develop a merit progression framework for the Medical Physicist for implementation during the term of this settlement.

The framework will build on work currently underway with APEX (for Medical Physicists and for other Allied, Scientific and Technical workforces) to set out how merit progression for movement to step 8 and beyond (as described in clause 6.3 – 6.5) should operate.

The framework will include consideration of how attainment of relevant advanced qualifications in Medical Physics (including PhDs) is acknowledged.

Within three months of the ratification of this settlement, the parties will form a working group of up to four individuals representing APEX and up to four individuals representing the Employer to progress this work.

The parties will use their best endeavours to complete this work in 2022.

The resulting framework may be introduced by variation to this agreement.

### **2. Employer contribution to Retirement Savings**

The parties recognise the claim APEX has made in this bargaining (and others) to increase the level of employer contribution to retirement savings, and the arguments put forward for this.

The parties also acknowledge the national/policy aspects of this issue.

Terms of reference will be developed by APEX and the Employer within two months of ratification of the collective agreement arising from this terms of settlement to canvass the issues and options for progressing this claim. The discussion will be concluded to possibly inform the Government's Review of its bargaining parameters in late 2022.

The discussion will include involvement of PSA and NZNO as representatives of other health workforces.

### **3. National Review of Medical Physicists staffing**

APEX and Te Whatu Ora/Health New Zealand will jointly approach Cancer Control Agency/Te Aho o Te Kahu to commission or support work to review the levels of Medical Physicist staffing using the Australasian College of Physical Scientists & Engineers In Medicine (ACPSEM) 2021 Radiation Oncology Medical Physics Workforce Model.

This review should help inform future Medical Physicists staffing decisions for Te Whatu Ora/Health New Zealand.

**4. Medical Physicist Staffing, Recruitment and Retention**

The parties acknowledge the additional pressure that can be placed on team members where there are unfilled staffing vacancies.

The Executive and Service Managers shall meet with APEX Medical Physicists delegates at least quarterly to review the department's current Medical Physicist staffing against complement, identify any resignations or long-term departures (e.g. due to parental leave), and update on recruitment activities to fill existing vacancies or approved/planned new positions.

Where a department has unfilled vacancies of more than 1 full-time equivalent physicist or more than 10% of the full physicist complement, then these individuals, plus an APEX official, shall meet as a matter of urgency to explore options to meet service expectations to support delivery of patient care and the pressure on the existing team from the vacancies.

**5. Eye Tests**

During the term of the Collective Agreement, the parties agree to work on options to obtain free or discounted eye tests for Te Whatu Ora/Health New Zealand-employed Medical Physicists on a similar basis as arrangements for MITs referenced in previous MRTAC engagement.

**SCHEDULE SEVEN**  
**ASSOCIATE PHYSICISTS**

The following provisions shall apply to APEX members employed as Associate Physicists at Capital & Coast and MidCentral Districts, and other Districts as agreed between the parties.

Definition:

“**Associate Physicist**” means an individual who has an under-graduate qualification in physics (BSc minimum) and is employed as an Associate Physicist to support the medical physics team in the radiation oncology service. An Associate Physicist works under the supervision of an accredited medical physicist.

Salary Scale:

<b>Step</b>	<b>18 July 2022</b>	
13	\$103,144	M
12	\$98,499	M
11	\$93,397	M
10	\$89,701	M
9	\$87,192	M
8	\$85,204	M
7	\$82,271	A
6	\$80,041	A
5	\$76,999	A
4	\$72,378	A
3	\$67,758	A
2	\$63,135	A
1	\$58,513	A

A = Automatic Annual Progression; M = Merit Progression

Current Associate Physicists shall translate onto the new scale based on their current salary and shall be placed on the next highest step from 18 July 2022.

Salary Progression:

An Associate Physicist shall progress through their scale by automatic annual increment to step 7. Thereafter progression shall be on merit, dependent on job content, skill shortage, responsibilities of the position, or the employee’s level of performance. Progression shall recognise that skill, knowledge and responsibility, as well as managerial responsibilities shall be rewarded.

Annual Leave:

Associate Physicists shall be entitled to annual leave on the following basis:



Associate Physicists with less than five years' service – four weeks (20 days)  
p.a.

Associate Physicists with five years or more service – five weeks (25 days) p.a.

All other provisions shall be as per the body of the Collective Agreement



## What “else” does APEX do?

- We negotiate Medical Physicists’ **collective agreements** for members in both the **public and private sectors**. And of course, we enforce those agreements ensuring our members do get their rightful entitlements.
- We give members **employment advice** generally. This includes around your employment rights under legislation and at common law as well as your collective agreements, pay and in relation to any disputes that could arise.
- We provide advice, support and action with respect to **health and safety**. This includes psychological risks (e.g. bullying), physiological risks (e.g. fatigue) and physical risks (e.g. temperature in workplaces. hazardous substances, lifting etc)
- We support over **300 delegates** in workplaces around NZ, providing them with training and access to professional advice whenever they need it. Our delegates are immediately available to you in the workplace and are a critical link between members and the professional advocates and staff employed by APEX.
- We produce **Journals and newsletters** to keep you up to date with what is happening within your world, the wider Allied Scientific and Technical Health Practitioners space and whole of health and industrial environments.
- APEX **monitors legislation and other policy drivers** to ensure you know what might be happening that could affect you, and to ensure you have the opportunity to have a say, if you wish.
- We provide a public face to the **media** not just in relation to industrial matters but also health policy, health and safety issues and so that we can promote the invaluable work you perform.
- We provide access to **indemnity insurance**.
- We maintain the provision of **Facebook and Website** facilities to keep us all in touch and provide ready access to information and resources.

And much more. For further information check out our website

[www.apex.org.nz](http://www.apex.org.nz) or [join us on Facebook](#).



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