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PHYSIOTHERAPY COLLECTIVE AGREEMENT

29 April 2018 to 28 April 2021

CONTENTS

1.0	THE PARTIES TO THIS COLLECTIVE AGREEMENT	3
2.0	INTERPRETATIONS	3
3.0	HOURS OF WORK	5
4.0	MEAL PERIODS AND REST BREAKS	6
5.0	SALARIES AND WAGES	6
6.0	OVERTIME, PENAL RATES AND DUTY ALLOWANCES	9
7.0	ON CALL/CALL BACK ALLOWANCES	11
8.0	HIGHER DUTIES ALLOWANCE	12
9.0	MEAL ALLOWANCE	12
10.0	PUBLIC HOLIDAYS	12
11.0	ANNUAL LEAVE	14
12.0	SICK LEAVE	16
13.0	BEREAVEMENT/TANGIHANGA LEAVE	17
14.0	LONG SERVICE LEAVE	17
15.0	PARENTAL LEAVE	18
16.0	REAPPOINTMENT AFTER ABSENCE DUE TO CHILDCARE	19
17.0	JURY SERVICE AND WITNESS LEAVE	20
18.0	UNION REPRESENTATIVE'S EDUCATION LEAVE	20
19.0	EMPLOYEE RELEASE	20
20.0	PROTECTIVE CLOTHING AND EQUIPMENT	22
21.0	REFUND OF ANNUAL PRACTISING CERTIFICATE	21
22.0	RECERTIFICATION, TRAINING and CONTINUING EDUCATION	22
23.0	EMPLOYEE PARTICIPATION	22
24.0	RESTRUCTURING	23
25.0	STAFF SURPLUS	23
26.0	TECHNICAL REDUNDANCY	28
27.0	NOTICE	29
27.2	ABANDONMENT OF EMPLOYMENT	29
28.0	RETIRING GRATUITIES	29
29.0	DEDUCTION OF UNION FEES	30
30.0	STOPWORK MEETINGS	31
31.0	PERSONAL GRIEVANCE, DISPUTES & EMPLOYMENT RELATIONSHIP	31
32.0	HEALTH AND SAFETY	32
33.0	INDEMNITY	32
34.0	TEMPORARY OR FIXED TERM AGREEMENTS	33
35.0	USE OF PRIVATE VEHICLE ON EMPLOYER BUSINESS	33
36.0	TRANSFER EXPENSES	33
37.0	REIMBURSEMENT OF PROFESSIONAL FEES	33
38.0	SAVINGS	33
39.0	TRAVELLING ALLOWANCE	33
40.0	VARIATIONS	34
41.0	PARTNERSHIP	34
42.0	TERM OF AGREEMENT	34
	APPENDICES:	35

1.0 THE PARTIES TO THIS COLLECTIVE AGREEMENT

(a) Waikato District Health Board (the employer or Waikato DHB); and

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

1.1 NEW EMPLOYEES

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

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

1.2 EXISTING EMPLOYEES

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

The terms of this collective agreement cannot be passed on to any existing employee who is not an APEX member.

1.3 COVERAGE

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

2.0 INTERPRETATIONS

In this Agreement, unless the context otherwise requires:

"Manager Physiotherapy" means a physiotherapist who is appointed as physiotherapy manager with accountabilities.

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

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

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

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

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

"Physiotherapist" means an employee who is registered as a physiotherapist by the Physiotherapy Board of New Zealand under the Physiotherapy Act 1949 and subsequent amendments.

"Physiotherapy Assistant" means a person who is employed under the direction and supervision of a registered Physiotherapist to assist in a department and/or service, and who from time to time may be required to assist in Occupational Therapy. The employer has the responsibility to ensure that the employee has the appropriate orientation and training to complete set tasks.

"Service" means:

(i) For Annual leave purposes only:

The aggregate of:

(a) any individual employee's service previously recognised at the commencement date of this Agreement.

(b) service with any District Health Board, Hospital and Health Service, Crown Health Enterprise, Area Health Board, Hospital Board, Regional Health Authority, or the Public Health Commission of at least 12 months duration provided the service ended within 5 years of the date of current appointment to the Health Service, or within 5 years of the start of the latest period of continuous service with the organisations listed in this sub clause.

    (i) All service as a Physiotherapist in New Zealand.

    (ii) An overseas qualified physiotherapist who meets the requirements of the registration board at the time of entry into New Zealand shall have all service credited from the date of obtaining the overseas qualification.

Where the requirements of the registration board are not met at time of entry, service will only be counted from the commencement date of employment with Waikato DHB.

3.0 HOURS OF WORK

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

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

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

3.1.3 Alternatively, ordinary weekly hours of work shall be 40 per week in four consecutive 10 hour days. Employees employed under this provision shall not be paid overtime until they have worked 10 hours per day or 40 hours per week. Each daily duty shall be continuous except for meal periods and rest breaks.

3.2 Current employees can only have their hours of work altered by agreement. Employees agreeing to alter their hours of work to those specified under 3.1.1, 3.1.2 or 3.1.3 shall be required to record their agreement in writing. Where any proposed alteration affects the established roster, agreement must be gained from all affected employees.

3.3 Employees have the right to seek the advice of their union or to have the Union act on their behalf before signing any such agreement.

3.4 In normal circumstances, rosters will be notified to those involved not less than 28 days prior to the commencement of the roster. Should shift work be introduced, the notice period for rosters will be negotiated at that time.

3.5 The normal working week shall commence on Monday at the normal starting time of the employer.

3.6 For the purpose of calculating pay, the working week shall end at midnight Sunday/Monday. When a major part of the shift falls on a particular day, the whole shift shall be regarded as being worked on that day.

4.0 MEAL PERIODS AND REST BREAKS

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

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

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

4.4 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer. Where it is impractical to supply tea, coffee, milk and sugar free of charge, an allowance of $1.26 per week in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay.

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

5.0 SALARIES AND WAGES

5.1 PHYSIOTHERAPIST

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

Step	25-Feb-19	29-Apr-19		Step	27-Jan-20	27-Apr-20	Step	25-Jan-21	
15	$104,175	$107,300	M	16	$107,300	$110,519	17	$113,282	M
14	$100,761	$103,784	M	15	$103,784	$106,898	16	$109,570	M
13	$98,496	$101,451	M	14	$101,452	$104,495	15	$107,107	M
12	$94,496	$97,331	M	13	$97,331	$100,251	14	$102,757	M
11	$90,497	$93,212	M	12	$93,212	$96,008	13	$98,408	M
10	$86,185	$88,771	M	11	$88,771	$91,434	12	$93,720	M
9	$81,446	$83,889	M	10	$83,889	$86,406	11	$88,566	M
8	$78,014	$80,354	M	9	$80,354	$82,765	10	$84,834	M
7	$75,683	$77,953	M	8	$77,953	$80,292	9	$82,299	M
							8	$80,292	A
			A	7	$75,078	$77,330	7	$77,330	A
6	$70,768	$72,891	A	6	$72,891	$75,078	6	$75,078	A
5	$67,872	$69,908	A	5	$69,908	$72,005	5	$72,005	A
4	$63,472	$65,376	A	4	$65,376	$67,337	4	$67,337	A
3	$59,074	$60,846	A	3	$60,846	$62,671	3	$62,671	A
2	$54,673	$56,313	A	2	$56,313	$58,002	2	$58,002	A
1	$50,274	$51,782	A	1	$51,782	$53,335	1	$53,335	A

(i) Progression through the scale from Steps 1 to 6 (Step 7 from 27 January 2020 and Step 8 from 25 January 2021) shall be by automatic annual increment, subject to satisfactory performance.

(ii) Steps 7 to 11 shall be merit steps progression (Step 8 to 12 from 27 January 2020 and Step 9 to 13 from 25 January 2021); and shall be by achieving merit criteria that have been prospectively set according to the Physiotherapist Progression Criteria document (Appendix 3) and subject to the provisions below:

- Steps available to Physiotherapists will be to a maximum of Step 13 (in accordance with the scheduled dates above); notwithstanding that the employer reserves the right to limit progression in accordance with recognised service needs at any given time.
- Clinical leads will be appointed to a minimum of Step 8 (Step 9 from 27 January 2020 and Step 10 from 25 January 2021); and will progress via the merit progression criteria up to a maximum of Step 13 (Step 14 from 27 January 2020 and Step 15 from 25 January 2021)
- Steps 16 and 17 are reserved by appointment of the employer.
- Manager Physiotherapy shall be appointed to Step 13 or higher.

(iii) For the sake of clarity, increments or applications for merit increases can only occur after a total of 12 months on the previous step.

5.1.1 Merit Criteria

The employer reserves the right to amend the Merit Criteria for the progression of physiotherapists and physiotherapy assistants (per clause 5.2 below). Prior to proceeding with any such proposal to make such an amendment, the employer will give a minimum of three months' notice of such proposal to APEX and the staff who may be affected by such a proposal.

During this period the employer will provide APEX and the relevant staff an opportunity to meet with the employer and endeavour to reach an agreement in regard to any proposal to amend the necessary criteria. Both parties will take account of the partnerships principles referred to within Appendix 1. By agreement, APEX and the employer may choose to waive such notice period.

Individual criteria that have already been set and agreed to, shall not be changed without the agreement of the affected employee.

5.2 PHYSIOTHERAPY ASSISTANT

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

Step	25-Feb-19	29-Apr-19	27-Apr-20	
7	$53,214	$54,810	$56,454	M
6	$51,664	$53,214	$54,810	M
5	$50,159	$51,664	$53,214	A
4	$47,039	$48,450	$49,904	A
3	$43,473	$44,777	$46,120	A
2	$40,125	$41,329	$42,569	A
1	$37,617	$38,746	$39,908	A

(b) Step 6 and above shall be merit steps.

(c) Progression through the scale from steps 1 to 5 shall be by automatic annual increment, subject to satisfactory performance. For the sake of clarity, increments for existing employees can only occur after a total of 12 months on the previous step and the translated step.

5.3 PART-TIME EMPLOYEE RATES

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

5.4 RECOGNITION OF PREVIOUS SERVICE FOR COMMENCEMENT ON THE SALARY SCALES

The employer shall credit previous service for connected service as defined below for employees as follows:

(a) New Zealand Qualified Physiotherapists

All service as a physiotherapist

Full credit

(b) Overseas Qualified Physiotherapists

(i) An overseas qualified physiotherapist who meets the requirements of the registration board at the time of entry into New Zealand shall have all service credited from the date of obtaining the overseas qualification.

(ii) Where the requirements of the registration board are not met at the time of entry, service will only be counted from the commencement date of employment as a physiotherapist in New Zealand.

(c) Physiotherapy Assistants

All service in a DHB physiotherapy service as a Physiotherapy Assistant

Full credit

5.5 SALARY INCREMENTS WHILE ON STUDY LEAVE

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

5.6 MISCELLANEOUS CONDITIONS RELATING TO SALARIES

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

Except by mutual agreement, salaries, including overtime, shall be paid at no longer than fortnightly intervals and by direct credit.

5.7 ANNUAL REVIEW PROVISIONS

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

6.0 OVERTIME, PENAL RATES AND DUTY ALLOWANCES

6.1 DEFINITIONS

6.1.1 For calculation purposes, the normal hourly rate shall be one two thousand and eighty-sixth (2,086) part, correct to three decimal places of a dollar, of the yearly rate of salary payable.

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

6.2 OVERTIME

Subject to sub clause 6.3.3, overtime shall be paid as below:

6.2.1 In respect of overtime worked on any day (other than a Sunday or public holiday), at one and one-half times the normal hourly rate of pay (T1.5) for the first three hours and double the normal hourly rate of pay (T2) thereafter, except that employees working overtime between 2200 hours and 0600 hours on any day shall be paid at the rate of (T2).

6.2.2 In respect of overtime worked on a Sunday or a public holiday, at double the normal hourly rate of pay (T2).

6.3 PENAL RATES

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

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

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

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

6.4 MINIMUM BREAK BETWEEN SPELLS OF DUTY

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

6.4.2 Periods of a full shift or more include:

(a) Periods of normal rostered work; or

(b) Periods of overtime that are continuous with a period of normal rostered work; or

(c) Full shifts of overtime/call-back duty.

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

6.4.4 If a break of at least nine continuous hours cannot be provided between periods of qualifying duty, the duty is to be regarded as continuous until a break of at least nine continuous hours is taken and it shall be paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime which precedes it.

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

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

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

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

6.5 NIGHT ALLOWANCE/NIGHT RATE

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

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

7.0 ON CALL/CALL BACK ALLOWANCES

7.1 ON CALL ALLOWANCE

7.1.1 Where an employee is instructed to be on call during normal off duty hours s/he shall be paid an on call allowance of $8.00 per hour ($10.00 on public holidays) or part thereof while on call.

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

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

or:

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

7.1.3 Where an employee is on the on-call roster as "Person B", they shall be paid for no less than three hours in accordance with the on-call rates in clause 7.1.1; regardless of whether or not they are called in to work. Should the employee be called in to work, they shall be paid call-back rates in accordance with clause 7.2.

7.2 CALL-BACK ALLOWANCE

7.2.1 An employee shall be paid for a minimum of three hours, or for actual working and travelling time, whichever is the greater – at the twice the hourly rate (T2), when the employee:

(a) Is called back to work after completing the day's work or shift, and having left the place of employment; or

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

(i) Call backs commencing and finishing within the minimum period covered by an earlier call back shall not be paid for;

(ii) Where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back.

7.2.2 Where part-time employees are part of an official on call roster and are called out from their place of residence in emergency circumstances, they shall be paid on the basis of a minimum of three hours at appropriate rates. The length of the call would be measured in respect of actual time worked only, except that outside of the normal hours of duty (i.e. 0800 hours to 1700 hours Monday to Friday) the length of the call would be measured in respect of actual time worked and reasonable travelling time from the place of call to the place of duty and return to the place of call or residence.

The minimum payment prescribed shall apply to each recall, except that:

(a) Call-outs commencing and finishing within the minimum period covered by an earlier call-out shall not attract any additional payment.

(b) Where a call-out commences before and continues beyond the end of a minimum period for a previous call-out payment shall be made as if the employee had worked continuously from the beginning of the previous call-out to the end of the latter call-out.

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

7.2.3 Employees who are regularly on call will accrue additional annual leave at the rate of one day's leave for every 230 qualifying hours on call, up to a maximum of five days' leave (1150 qualifying hours on call) per annum. The maximum combined entitlement under these provisions and Clause 11.6 Extra Leave for Shift Workers, is five days' annual leave per annum.

8.0 HIGHER DUTIES ALLOWANCE

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

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

9.0 MEAL ALLOWANCE

A meal allowance of $11.90 is payable to all employees who are required to:

(i) Work more than one hour beyond their contracted hours, providing these are of 8 hours or more in any one day.

(ii) Work more than 80 hours a fortnight and who work an additional five hour shift or more.

10.0 PUBLIC HOLIDAYS

10.1 The following days shall be observed as public holidays:

10.1.1	New Year's Day	(1 January)
	The day after New Year's Day	(2 January)
	Waitangi Day	(6 February)
	ANZAC Day	(25 April)
	Christmas Day	(25 December)
	Boxing Day	(26 December)
10.1.2	Good Friday	(date variable)
	Easter Monday	(date variable)
	Sovereign's Birthday	(first Monday in June)

Labour Day	(fourth Monday in October)
Auckland Anniversary Day	(last Monday in January)

The public holidays specified in subclause 10.1.1 have special arrangements:

- If the holiday falls on a Saturday or Sunday and that day would not otherwise be a working day for the employee, the entitlement to the holiday is transferred to the following Monday or Tuesday.
- In the case of Waitangi Day or ANZAC Day falling on a Saturday or a Sunday, the holiday is transferred to the following Monday.
- If the holiday falls on a Saturday or Sunday and that day would otherwise be a working day for the employee, the holiday remains at the traditional day and the employee is entitled to that day off on pay.

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

10.2 EMPLOYEES REQUIRED TO WORK ON PUBLIC HOLIDAYS

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

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

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

10.3 PUBLIC HOLIDAYS FALLING DURING LEAVE OR TIME OFF

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

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

10.3.3 **Leave on reduced pay** - An employee shall, during a period on reduced pay, be paid at the same reduced rate for public holidays falling during the period of such leave.

10.3.4 **Off duty day -** Except where the provisions of 10.3.1 apply, if a public holiday, falls on a rostered employee's off duty day (such off duty day not being a Saturday or a Sunday) the employee shall be granted an additional day's leave at a later date convenient to the employer.

10.3.5 When part time employees work fixed days (example every Monday to Wednesday) they will receive a day's leave if a public holiday falls on one of those fixed days and

they work it. If they are not required to work that day, then they will receive the paid public holiday and no days leave is granted. If a public holiday falls on a day, which is NOT one of their fixed days, they neither get paid nor receive a day's leave.

10.3.6 Part-time employees whose days of work are not fixed and are not required to work on the public holiday shall be entitled to payment if they worked on the day of the week that the public holiday falls more than 40% of the time over the last three months, based on the number of hours normally worked on that day.

10.3.7 Equivalent time off in lieu of whole holidays is to be treated the samė as annual leave in respect of the rules regarding accumulation (refer to clause 11.2.4).

11.0 ANNUAL LEAVE

11.1 Subject to clause 11.2 below, employees shall be granted leave of absence on full pay in respect of each leave year as follows:

- Four weeks' annual leave for years 1 to 5
- Five weeks' annual leave for year 6 onwards. For clarity, annual leave will accrue at this rate from the commencement of year 6.

Part-time employees shall be entitled to annual leave on a pro-rata basis, i.e. every part-time employee will be entitled to annual leave as prescribed with salary during leave paid for the employee's ordinary working hours.

11.2 CONDITIONS

The employer may decide, after consultation with the employee, when annual leave will be taken. Approval of annual leave will not be unreasonably held. The responsibility to arrange cover for employees' leave lies with the employer. It is not the responsibility of individual employees to find cover for their own leave.

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

11.2.2 For the purpose of this clause, service is as defined in clause 2.

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

11.2.4 The employer may permit all or part of the annual leave accruing in respect of a leave year to be postponed to the next following year, but the annual leave entitlement at any one time shall not exceed the total of annual leave accruing in respect of two leave years.

11.2.5 When an employee ceases duty, salary shall be paid for accrued annual leave and the last day of service shall be the last day of such work.

11.2.6 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.

11.3 ANTICIPATION OF ANNUAL LEAVE FOR OVERSEAS TRIP

An employee with over 20 years' current continuous service may anticipate one year's annual leave entitlement for the purpose of taking a trip overseas.

11.4 PAYMENT IN LIEU OF ANNUAL LEAVE FOR CASUAL EMPLOYEES

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

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

- annual leave will accrue pro rata according to hours worked in accordance with clause 11.

11.5 LEAVE WITHOUT PAY IN RELATION TO ANNUAL LEAVE ENTITLEMENT

An employee who is granted leave without pay and who remains in the service of the employer, will, except where provision is made otherwise, have such leave counted as service for annual leave purposes.

11.6 EXTRA LEAVE FOR SHIFT EMPLOYEES

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

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

The shift work performed each day:

(a) Extends over at least 13 continuous hours, and

(b) Is performed by two or more employees working rostered shifts, and

(c) The shift involves at least two hours of work performed outside the hours of 0800 hours to 1700 hours.

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

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

11.7 SPECIAL PROVISIONS

The following special provision shall apply:

Physiotherapists mainly or wholly employed on cerebral palsy work shall be entitled to a minimum of 20 working days' leave per annum irrespective of length of service.

12.0 SICK LEAVE

12.1 CONDITIONS

12.1.1 Where an employee is granted leave of absence because of sickness or injury not arising out of and in the course of employment (in this clause referred to as "sick leave"), the employee shall be entitled to payments at the rates below in clause 12.1.2.

12.1.2 On appointment with the employer, a full time employee shall be entitled to 10 working days' sick leave. On the completion of each additional 12 months, he/she shall be entitled to a further ten working days (i.e. T1 rate), with a maximum entitlement of 80 working days or for those employees employed prior to 30 June 1992, 320 working days. The employee shall be paid at relevant daily pay as prescribed in the Holidays Act 2003, for the first five days in each 12 month period. Thereafter, they shall be paid at the ordinary time (T1).

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

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

12.1.4 Part-time employees are entitled to sick leave on a pro rata basis subject to the minimum requirements of the Holidays Act 2003.

12.1.5 Casual employees have no entitlement to sick leave unless otherwise entitled under the Holidays Act 2003.

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

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

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

(a) Place the employee on suitable alternative duties; or

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

12.3 DOMESTIC LEAVE

12.3.1 The employer may grant an employee leave on payment at ordinary base rates (T1 only) 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 or injury becomes dependent on the employee. This person would in most cases be the employee's child or partner but may be another member of the employee's family or household.

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

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

12.4 SICK LEAVE IN RELATION TO ANNUAL AND LONG SERVICE LEAVE

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

(a) the period of sickness is more than three days;

(b) a medical certificate is produced, showing the nature and duration of the illness.

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

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

12.5 LEAVE WITHOUT PAY IN RELATION TO SICK LEAVE ENTITLEMENTS

An employee who is granted leave without pay and who remains in the service of the employer, will have such leave included in determining sick leave entitlement.

13.0 BEREAVEMENT / TANGIHANGA LEAVE

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

13.2 If bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of 13.1 as stated above. This provision will not apply if the employee is on leave without pay.

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

14.0 LONG SERVICE LEAVE

14.1 Long Service Leave of one week shall be accumulated by the employee for each five years of uninterrupted continuous service. Only service at Waikato DHB after 1 July 2005 shall be considered in regard to calculating an employee's entitlement.

14.2 Long Service Leave will be paid on the same basis as annual leave as per the Holidays Act 2003 as at the time of taking the leave.

14.3 Leave without pay in excess of three months taken on any one occasion will not be included in the five year qualifying period, with the exception of parental leave.

14.4 Long Service leave must be taken in one continuous period, and will require the consent of the employer in regard to when the leave can be taken. Long Service Leave must be taken within five years of qualification or it will be forfeited.

14.5 If an employee dies prior to taking any accrued entitlement then the monies equivalent as of the time of death shall be paid to the deceased's estate. In no other circumstances will an employee be entitled to be paid out for their Long Service Leave.

14.6 (a) Staff employed prior to 30 June 1992 who have an existing entitlement to long service leave, shall be covered by Appendix 2 to this Agreement rather than clause 14.1.

(b) Once those staff have completed their 20 years of service, then those employees shall receive one week's long service leave for every subsequent five years of service in accordance with clause 14.1

15.0 PARENTAL LEAVE

15.1 Parental leave shall be granted in accordance with the Parental Leave and Employment Protection Act 1987.

Except that employees in their first 12 months of employment may apply for parental leave of up to six months duration. Such leave shall be applied for and granted as per the Parental Leave and Employment Protection Act 1987.

15.2 Guidelines: Please note the matters below are intended by way of general guidance only and it is not intended to add to the rights or obligations as provided by the governing Act. Employees should seek the advice of their manager, APEX or the Ministry of Business, Innovation, and Employment (www.mbie.govt.nz or 0800 20 90 20) in applying for parental leave. Parental Leave is up to a maximum of 52 weeks, depending upon length of service for each couple, and excluding any period of paternity leave.

(a) Obligations of Employee

The employee must give a minimum of three months' written notice to the employer prior to the expected dated of delivery. Such notice shall contain a certificate from their Lead Maternity Carer, stipulating that the employee or the employee's partner is pregnant and the expected date of delivery. The notice shall also stipulate the period for which the employee is seeking to take as leave.

If the employee is adopting a child whose age is less than five years of age, then the employee must notify the employer of such, and their intention to take parental leave within 14 days of receiving notification of the adoption or placement of the child to them. Note: this does not require the employee to give a minimum notice of their intention. Notice of actual placement and the need to commence parental leave may be less than two weeks.

In both such instances the employee must provide:

(i) the date of delivery or adoption; and

(ii) the period for which the employee is seeking to take as leave; and

(iii) the date of return that he or she intends to return to their employment.

Generally, any early return to the workplace or any change to the terms and conditions of employment on the return to workforce, must be with the agreement of both the employer and employee.

(b) Obligations of Employer

Within three weeks of receiving an application for parental leave, the employer will notify the employee in writing of their entitlement to parental leave and whether their position will be kept open.

Subject to the position not being both a key position and one in which is not practical to employ someone on a fixed term agreement as a replacement, then the employer shall:

(i) keep the employee's position open for them on their return to work; and

(ii) recognise the employee's service as being continuous on their return to work; and

(iii) ensure the employee's terms and conditions remain the same.

15.3 Paid Parental Leave

(a) Where an employee takes parental leave under this clause for a minimum period of 14 weeks, the employee shall be paid by the employer for a period of 14 weeks from the commencement of parental leave

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

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

16.0 REAPPOINTMENT AFTER ABSENCE DUE TO CHILDCARE

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

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

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

17.0 JURY SERVICE AND WITNESS LEAVE

17.1 Employees called on for jury service or who are subpoenaed, or as a witness for the Crown, the employer, or in the course of their employment, are required to serve. Where the need is urgent, the employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.

17.2 An employee called on for jury service or as a witness may elect to take annual leave, leave without pay, or leave on pay.

17.3 Where an employee is required to be a witness in a matter arising out of his/her employment, s/he shall be granted paid leave.

17.4 Where leave on pay is granted, a certificate is to be given to the employee by the employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to the employer but may retain expenses.

17.5 Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the Court does not require the employee, the employee is to report to work where this is reasonable and practical.

18.0 UNION REPRESENTATIVE'S EDUCATION LEAVE

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

19.0 EMPLOYEE RELEASE

19.1 Employees with five years' continuous service with the current employer may apply for a one-off continuous period of unpaid Employee Release for a period of three months, up to a maximum of 12 months. Such application shall be considered on a case-by-case basis and granted at the discretion of the employer. All service related provisions/ benefits will be put on hold until resumption of the employee's normal duties.

19.2 The notification of the employee's intent to return to normal duties will be the same as clause 15.2 (a) (Parental Leave).

19.3 Job protection provisions will be the same as in clause 15.2 (b).

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

20.0 PROTECTIVE CLOTHING AND EQUIPMENT

20.1 In accordance with the Health and Safety in Employment Act 1992, or any Act passed in substitution for this Act, subsequent amendments, and associated regulations, the employer shall ensure that employees are provided with any protective equipment required to ensure the safety of employees while at work. The maintenance and replacement of this equipment is the responsibility of the employer.

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

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

NOTE: Sub-clauses 20.3(a) and (b) shall not apply to employees employed after 30 June 1992.

(a) Where the employer requires an employee to wear a particular type of shoe, two pairs shall be supplied free of charge to every full time employee or an allowance of $122.78 per annum shall be paid in lieu. In addition six pairs of duty socks, stockings or panty hose shall be supplied free of charge or an allowance of $30.42 per annum to every such full time employee.

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

21.0 REFUND OF ANNUAL PRACTISING CERTIFICATE

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

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

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

(c) The employee must be a member of the particular occupational class to whom the requirement applies.

22.0 RECERTIFICATION, TRAINING and CONTINUING EDUCATION

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

22.1 Recertification

The employer accepts responsibility for providing the necessary resources and costs to meet the competency requirements of the Health Practitioners Competence Assurance Act 2003. Reimbursement of fees, up to $200 per annum, required to enrol in a recognised Continuing Professional Development (CPD) hours programme, will be provided.

22.2 Training

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

22.3 Continuing Professional Development

The ongoing technical/scientific development within the associated fields may require qualified staff to attend national and international conferences in order to maintain their ongoing technical/scientific competence. The employee then has the obligation of bringing back the latest developments and incorporating any new knowledge into the strategic development of their department. Attendance at the conferences is to be balanced against the operational requirements of the DHB and requires the prior approval of the employer. Forward planning and cooperation between management and staff is fundamental to ensuring CPD requirements are met. Funding and leave will be managed in a fair and equitable manner.

23.0 EMPLOYEE PARTICIPATION

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

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

The involvement of employees should contribute to:

(a) Improved decision-making.

(b) Greater co-operation between the parties to this Agreement.

(c) More harmonious, effective, efficient, safe and productive workplace.

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

23.2.1 Paid time off shall be allowed for recognised staff representatives to attend meetings with management, consult with employees, to consult and discuss those

issues addressed in this clause and clause 25.0 specifically: staff surplus, and options for resolving staff surplus.

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

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

23.2.4 Mechanisms established for the purpose of 'Management of Change' will allow input and recommendations to be made to the employer, who will consider these recommendations and will make best endeavours to take the views of their employees into account before making final decisions.

23.2.5 The employer agrees that the employees and the Union representative will be advised of any review which may result in significant changes to either, the structure, staffing, or work practices affecting employees and allow for the opportunity for employees and their representatives to be involved in the review so as to allow substantive input.

When the implementation of decisions arising from any such reviews will result in staff surpluses the procedures under staff surplus shall be adopted.

23.3 For the purposes of clauses 24.0, 25.0 and 26.0, the recognised representative shall be the Union advocate unless otherwise agreed.

24.0 RESTRUCTURING

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

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

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

25.0 STAFF SURPLUS

When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in subclause 25.5 below shall be invoked and decided on

a case by case basis by the employer having due regard to the circumstances of the affected employee.

25.1 NOTIFICATION

The employer will advise the Union at least one month prior to the date that notice is required to be given to the employee whose position is required to be discharged, and this notice will include information as detailed in subclause 25.2. Notification of a staffing surplus shall also be advised to the affected employee on a date that may be varied by agreement between the parties. During this period, the employer and the employee will meet to discuss the option most appropriate to the circumstances. Where employees are to be relocated, at least one month's notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

25.2 The following information shall be made available to the Union:

(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; and

(e) availability of alternative positions with the employer.

On request, the Union will be supplied with relevant additional information where available.

25.3 OPTIONS

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

(a) reconfirmed in position

(b) attrition

(c) redeployment

(d) leave without pay

(e) retraining

(f) enhanced early retirement

(g) severance

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

25.4 RECONFIRMED IN POSITION

Where a position is to be transferred into a new structure in the same location and grade, and where there is one clear candidate for the position, the employee is to be confirmed in it. Where there is more than one clear candidate the position will be advertised with appointment made as per normal appointment procedures.

25.5 ATTRITION

Attrition means that as people leave their jobs because they retire, resign, transfer, die or are promoted, they may not be replaced. In addition or alternatively, there may be a partial or complete freeze on recruiting new employees or on promotions.

25.6 RE-DEPLOYMENT

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

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

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

(b) an on-going allowance for **two** years, equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).

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

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

25.6.4 Where the employee refuses to accept redeployment into a new job at the same or lower salary in the same or new location, the employee shall not be entitled to any severance payment in accordance with clause 25.9, other than notice of termination.

Unless the employee otherwise agrees, any such redeployment shall be to a position that aligns with the employee's scope of practice, as defined by the Health Practitioners Competence Assurance Act 2003, if relevant to their previous position.

25.7 LEAVE WITHOUT PAY

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

25.8 RETRAINING

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

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

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

25.9 ENHANCED EARLY RETIREMENT

25.9.1 Employees engaged prior to 30 June 1992 are eligible to enhanced early retirement if they are within 10 years of the age of eligibility for government superannuation; have a minimum of 10 years' total aggregated service with the employer, with one or more other DHBs; and with one or more of the following services:

(a) Public Service

(b) New Zealand Post Office

(c) New Zealand Railways

(d) any University in New Zealand

(e) any Health Centre in any New Zealand Polytechnic or College of Education

However this 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 DHBs.

Employees engaged on or after 30 June 1992 are eligible if they are within 10 years of the age of eligibility for government superannuation and have a minimum of 10 years total current continuous service with the employer.

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

25.9.4 An employee shall receive the following:

(a) one month's notice of retirement or 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months in lieu of notice. This payment is regardless of length of service; and

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

(c) 4 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one up to a maximum of 19; and

(d) where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

NOTE: The total amount paid to employees under this provision shall not exceed the total basic salary (T1 rate only) the employee would have received between

their actual retirement and the date of their being eligible for government superannuation.

(e) If the employee has 10 or more years' service, the full retiring gratuity set out in the scale contained in clause 28 shall be paid.

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

25.10 SEVERANCE

Payment will be made in accordance with the following:

25.10.1 For employees engaged prior to 30 June 1992 "Service" for the purposes of this sub clause 25.10 means total aggregated service with the employing employer, with that employer and one or more other District Health Boards, 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

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

25.10.2 For employees engaged on or after 30 June 1992 "Service" for the purpose of this clause means current continuous service with the employer.

25.10.3 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment shall only be made where the requisite notice cannot be given. Notice that is of a lesser period than required by this document shall require the employer to pay an amount proportionate to the period of notice not given. This payment is regardless of length of service; and

25.10.4 12 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and

25.10.5 4 Per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and

25.10.6 Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

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

25.10.7 If the employee has 10 or more years' service, the full retiring gratuity, as set out in the scale contained in clause 28.0 shall be paid.

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

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

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

25.11 JOB SEARCH

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

25.12 COUNSELLING

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

26.0 TECHNICAL REDUNDANCY

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

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

(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

(c) 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:

(i) any service related conditions; and

(ii) any conditions relating to redundancy; and

(iii) any conditions relating to superannuation

under the employment being terminated; and

(d) 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:

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

(ii) in any capacity that the employee is willing to accept.

27.0 NOTICE

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

27.2 ABANDONMENT OF EMPLOYMENT

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

28.0 RETIRING GRATUITIES

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

28.1 The employer may pay a retiring gratuity to staff retiring from the DHB who have had no less than 10 years' continuous service

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

28.3 Where part time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.

28.4 Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.

28.5 The calculation of a gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken in to account in the calculation shall be deducted.

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

28.7 An employee who is granted leave without pay and who remains in the service of the employer, will, on retirement, have such leave aggregated with other service for gratuity purposes.

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

NOTE: These are consecutive rather than working days.

29.0 DEDUCTION OF UNION FEES

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

30.0 STOPWORK MEETINGS

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

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

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

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

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

31.0 PERSONAL GRIEVANCE, DISPUTES & EMPLOYMENT RELATIONSHIP PROBLEMS

31.1 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

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

(a) The employee will be provided the opportunity to be represented by their union or other such support person of their choosing at any time during the resolution process.

(b) If the matter is unresolved either party is entitled to seek mediation from the Ministry of Business, Innovation and Employment or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)

31.3 A "personal grievance" means a claim that the employee:

(a) has been unjustifiably dismissed

(b) has had their employment, or their conditions of employment, affected to their disadvantage by some unjustifiable action by the employer

(c) has been discriminated against in their employment

(d) has been sexually harassed in their employment

(e) has been racially harassed in their employment

(f) has been subjected to duress in relation to Union membership

31.4 If the employment relationship problem is a personal grievance, the employee 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 the employee's notice, whichever is the latter. There is also additional time available for raising a personal grievance under the Act, under particular circumstances (ERA Section 115).

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

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

32.0 HEALTH AND SAFETY

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

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

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

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

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

32.5 Where there is a concern regarding the safety of employees, employees have the right to contact APEX for advice on their rights under Section 28 of the Health and Safety in Employment Amendment Act 2002.

33.0 INDEMNITY

The employer shall ensure that it is insured in such a manner as to provide adequate professional indemnity insurance cover for employees including cover for the costs of independent legal representation in the event of claims or issues that

affect an employee and the provision of adequate run-off cover for an employee for claims arising after an employee has ceased employment with the employer in respects of acts or omissions during employment.

34.0 TEMPORARY OR FIXED TERM AGREEMENTS

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

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

35.0 USE OF PRIVATE VEHICLE ON EMPLOYER BUSINESS

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

36.0 TRANSFER EXPENSES

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

For:
Transferring on promotion; or
Transferring at the convenience of the employer

37.0 REIMBURSEMENT OF PROFESSIONAL FEES

The employer may reimburse the employee $540 per annum towards the cost of membership of the New Zealand Society of Physiotherapists. Provided that where an employee also works for another organisation or in a private practice, the employer will only be required to pay the amount on a pro-rata basis.

38.0 SAVINGS

38.1 This Agreement supersedes all terms and conditions in previous agreements.

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

39.0 TRAVELLING ALLOWANCE

Where an employee is required to attend or conduct a clinic away from their base hospital, or attend to employer business away from their base hospital, the employer shall, wherever possible, pay all accommodation and travel costs (i.e. the employee

shall not be required to pay for such expenses and get reimbursed at a later date). Employees shall be entitled, with prior approval, to claim any actual and reasonable expenses incurred.

40.0 VARIATIONS

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

41.0 PARTNERSHIP

Both parties are committed to working in a constructive fashion to address relevant issues that arise during the term of this collective agreement. To assist with this Appendix, 1 shall be used as a framework for dialogue and addressing the issues.

42.0 TERM OF AGREEMENT

This Agreement shall be deemed to have come into force on **29 April 2018** and shall continue in force until **28 April 2021**.

Dated this 5th day of March 2019

Signed:

AUTHORISED Representative of the EMPLOYEE PARTY

.....

Deborah Powell
National Secretary
APEX

The Common Seal of APEX

AUTHORISED Representative of the EMPLOYER PARTY

.....

Derek Wright
Interim Chief Executive Officer
Waikato DHB

APPENDIX 1: PARTNERSHIP

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

The objectives of the partnership are:

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

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

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

APPENDIX 2: LONG SERVICE LEAVE – EMPLOYEES PRIOR TO 30 JUNE 1992

1.0 ENTITLEMENT TO LONG SERVICE LEAVE

1.1 Employees who have completed 20 years' continuous service as defined below may be granted once only four weeks' long service leave.

1.2 (a) Continuous service is defined as not less than six months' continuous service with the following:

Health Service/Crown Health Enterprises/Hospital and Health Service

Area Health Boards

Health Department

Teaching Service (includes University Teaching)

Non-Teaching Service within Education Boards, Secondary Schools, Tertiary Education Institutions

Department of Scientific and Industrial Research

Ministry of Agriculture and Fisheries

NZCDC

The Nurse Maude District Nursing Association

The Royal New Zealand Plunket Society

Regular Force Service in New Zealand Armed Forces

Other service as recognised by the Employer.

(b) For employees employed after 30 September 1992 only service with DHBs, Blood Services, HHS, CHE's, Hospital Boards and Area Health Boards shall apply.

1.3 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 DHB, HHS, CHE, a hospital or Area Health Board in New Zealand.

1.4 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:

(a) Standard New Zealand Government bursaries or similar Government sponsored awards

(b) Recognised training courses

(c) Military service

(d) New Zealand Government service on secondment or otherwise in the Cook Islands, Niue or Tokelau Islands

(e) Parental Leave

In addition periods 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.

1.5 Employees who resign (except under 2.2 and 2.3) or who are dismissed, except through no fault of their own, will forfeit any long service leave to which they might otherwise be entitled.

2.0 PROCEDURES FOR TAKING LONG SERVICE LEAVE

2.1 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.

2.2 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.

(a) 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.

(b) Employees who are aged 60 or more 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.

(c) 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.

(d) Employees who have qualified for, but not taken long service leave may, when resigning from the employer and commencing employment with another DHB, transfer the long service leave. The leave must however be taken within five years of qualification.

2.3 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.

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

2.5 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.

2.6 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.

APPENDIX 3: PROGRESSION CRITERIAN FOR NON-AUTOMATIC INCREMENTS

Waikato District Health Board APEX Salary Progression for Non-Automatic Increments (Physiotherapists and Physiotherapy Assistants)

Under review; with an agreed understanding that the collaborative review process will be concluded within six months of settlement of this Agreement and then included in this document.