

&

AUCKLAND DHB

PSYCHOTHERAPY

COLLECTIVE AGREEMENT

1 October 2018-31 OCTOBER 2020

TABLE OF CONTENTS

1.0	AGREEMENT FORMALITIES	3
1.1	Parties	3
2.0	Coverage and Application	3
3.0	Definitions	3
4.0	HOURS OF WORK	5
6.0	Overtime and Penal Time	7
9.0	CALL BACKS	8
10.0	ALLOWANCES	9
10.1	On Call.....	9
10.2	Meal Allowance.....	9
10.3	Higher Duties Allowance.....	9
11.0	Salaries.....	10
11.3	Salary Increments While On Study Leave.....	11
11.4	Payment of Salary.....	11
12.0	ANNUAL LEAVE	12
13.0	PUBLIC HOLIDAYS	13
14.0	BEREAVEMENT/ TANGIHANGA LEAVE	15
15.0	SICK & DOMESTIC LEAVE	15
16.0	PARENTAL LEAVE	17
17.0	JURY SERVICE/WITNESS LEAVE	20
18.0	LEAVE TO ATTEND MEETINGS	21
19.0	LONG SERVICE LEAVE	21
20.0	LEAVE WITHOUT PAY	22
21.0	HEALTH & SAFETY	22
22.0	ACCIDENTS – TRANSPORT OF INJURED EMPLOYEES	22
23.0	SUPERVISION	23
24.0	REFUND OF ANNUAL PRACTISING CERTIFICATE AND CERTIFICATE OF COMPETENCY FEES	23
25.0	PROFESSIONAL ASSOCIATION FEES	23
26.0	PROFESSIONAL DEVELOPMENT, EDUCATION & TRAINING	23
27.0	POLICIES AND PROCEDURES	24
28.0	INSURANCE PROTECTION	24
29.0	TRAVELLING EXPENSES AND INCIDENTALS	24
30.0	INDEMNITY INSURANCE	24
31.0	DEDUCTION OF UNION FEES	25
32.0	Delegates/Workplace Representatives	25
33.0	Stopwork Meetings	25
34.0	CONSULTATION, CO-OPERATION AND MANAGEMENT OF CHANGE	26
34.1	Management of Change.....	26
34.3	Staff Surplus.....	27
35	ENDING EMPLOYMENT	31
35.1	Notice Period.....	31
35.2	Abandonment of Employment.....	31
36	HARASSMENT PREVENTION	31
37	EMPLOYMENT RELATIONSHIP PROBLEMS:	32
38	VARIATION TO COLLECTIVE AGREEMENT	34
39	RETIRING GRATUITIES	34
40	SAVINGS	34
41	TERM OF DOCUMENT	34

1.0 AGREEMENT FORMALITIES

1.1 Parties

In accordance with the Employment Relations Act 2000 this collective agreement is made:

Between:

Auckland District Health Board

(Referred to as “the employer” or DHB)

And

APEX or the ‘union’

2.0 Coverage and Application

- 2.1 All employees who are members of APEX and who are employed by Auckland DHB in the following positions:
- Registered Psychotherapists
 - Registered Psychotherapists who use different titles (i.e. clinical leads, professional leaders) but work primarily as a Psychotherapist.
- 2.2 The parties agree that any employee whose work is covered by the coverage clause of this agreement (clause 2.1 above), who is engaged by the employer after the date this agreement comes into effect shall be offered information about becoming a member of the union.
- 2.3 Existing employees who are covered by the coverage clause (clause 2.1) who become members during the term of the collective agreement shall, from the date of becoming a union member, be bound by all benefits and obligations relating to employees under this collective agreement subject to the restrictions set out in the Employment Relations Act 2000.

3.0 Definitions

Psychotherapist means a health professional who holds registration with the Psychotherapists Board of Aotearoa New Zealand as a psychotherapist.

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. Casual agreements shall not be used to deny staff security of employment. The employer reserves the right however, to employ casual employees where necessary to meet the demands of service delivery.

Duty/shift means a single, continuous period of work required to be given by an employee, excluding overtime, on-call and call-back. A duty shall be defined by a starting and finishing time. Duties shall be morning (AM), afternoon (PM) duties or night duties. When a major part of a duty falls on a particular day the whole duty shall be regarded as being worked on that day.

Employee means any person employed by an employer and whose position is covered by this Agreement.

Employer means Auckland DHB.

Fixed term employee as defined by Section 66 of the Employment Relations Act 2000 means a full time or part time employee who is employed for a specific limited term for a specified project or situation or, for example, to replace an employee on parental leave or long term accident or sickness. There is no expectation of on-going employment.

Fortnight means the 14 days commencing midnight Sunday/Monday. When the major part of a shift falls on a particular day the whole shift shall be regarded as being worked on that day.

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

Ordinary hourly rate of pay for 40 hours per week workers shall be 1/2086, correct to three decimal places of a dollar, of the yearly rate of salary payable.

Ordinary pay means the annual salaries provided for in this Agreement. For part time employees, the annual salary shall be pro-rated.

Ordinary or normal hours mean 80 hours per fortnight.

Part time employee means an employee, other than a casual employee, employed on a permanent basis but works less than the ordinary or normal hours set out in the hours of work clause. Any wages and benefits e.g. leave; will be pro rata according to the hours worked unless specifically stated otherwise in this Agreement.

Penal rate is rate of pay for time worked (other than overtime) within ordinary hours of work during times specified in clause 6.

Permanent employee means an employee who is employed for an indefinite term; that is, an employee who is not employed on a casual basis and/or Fixed Term.

Service means the current continuous service with the employer and its predecessors (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. As of the 1 November 2007 service will transfer between DHBs. As of the 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.

Senior psychotherapist is a psychotherapist with more than five years full time experience.

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. A qualifying shift has a corresponding meaning.

T1 means the ordinary hourly rate of pay.

T 1.5 means one and one half the ordinary hourly rate of pay.

T 2 means double the ordinary hourly rate of pay.

Week is defined as midnight Sunday/Monday to midnight Sunday/Monday, for the purpose of calculating the pay week and “fortnight” has a corresponding meaning involving two successive weeks.

4.0 HOURS OF WORK

4.1 The Week

The week shall start and end at midnight each Sunday/Monday. When the major part of a duty falls on a particular day, the whole duty shall be regarded as being worked on that day. This provision does not relate to remuneration but only to rostering conventions for days off.

4.2 Ordinary Hours of Work

4.2.1 Unless otherwise specified the ordinary hours of work shall be either

- (i) Eighty (80) hours in each two week period (14 days), worked as not more than ten (10) duties, provided that for rostered shift work the ordinary hours of work may average forty (40) hours per week during a period of up to seven (7) weeks, or the applicable roster period, whichever is the lesser; or
- (ii) Eighty (80) hours in each two week period (14 days), worked as not more than ten (10) duties between 0600 and 2000 hours, Monday to Friday.
- (iii) Forty (40) hours in each week worked as not more than five (5) duties between 0600 and 2000 hours, Monday to Friday.

4.2.2 The ordinary hours of work for a single duty shall be up to a maximum of ten (10) hours.

4.2.3 A duty shall be continuous except for the meal periods and rest breaks provided for in this Agreement.

4.2.4 Except for overtime, and except where an alternative arrangement is operating, each employee shall have a minimum of four (4) days off during each two (2) week period (14 days). Days off shall be additional to a nine (9) hour break on completion of the previous duty.

4.2.5 Except for overtime, no employee shall work more than five (5) consecutive duties before a day(s) off, provided that an alternative arrangement may be implemented by agreement between the employer and a majority (measured in full-time equivalents) of the directly affected employees.

4.3 Hours of Work Requirements

4.4.1 The employer shall document the hours of work requirements for each position for which an employee, other than a casual employee, has been engaged or is for the time being fulfilling. The written hours of work requirements shall be provided to the employee.

4.4.2 Hours of work requirements shall comply with all of the provisions of clause 4.4.1 of this Agreement.

- 4.3.3 Hours of work requirements shall reflect actual hours of work and shall be specified in terms of:
- (i) The times of the day for which an employee is required to be available for the ordinary duty hours of work and
 - (ii) The days of the week for which an employee is required to be available for the ordinary weekly hours of work, and
 - (iii) Any overtime or on-call requirements or opportunities.

4.4 Variation of Hours of Work Requirements

- 4.5.1 Emergencies
The employer may require variations to hours of work requirements to meet the needs of emergencies.

- 4.4.2 Occasional variations
Occasional variations to the times of day and/or days of week to meet service requirements shall be by agreement between the employer and the directly affected employee(s).

- 4.4.3 Long term / permanent changes to hours of work requirements
Except as provided for above, where the employer requires an employee to change their hours of work requirements to meet service needs, then a minimum of twelve (12) weeks prior notice of the change shall be given for the purpose of reaching written agreement between the employee and the employer. Such agreement shall not be unreasonably withheld. A shorter period of notice than twelve (12) weeks may be applied by agreement. Should mutual agreement not be reached the employer reserves the right to use the management of change provisions to effect the change. The employee's representative shall also be advised of the notice of the change at the same time as the employee. The parties note that this provision is not in lieu of the management of change provisions.

No employee shall be discriminated against for not agreeing to change their hours of work requirement.

5.0 Meal Breaks and Rest Periods

- 5.1 Except when required for urgent or emergency work and except as provided in 5.2 below, no employee shall be required to work for more than five hours continuously without being entitled to a meal break of not less than half an hour. There will be only one meal break of not less than half an hour during a 10 hour shift.
- 5.2 An employee unable to be relieved from the workplace for a meal break (as defined in 5.1 shall be entitled to have a meal while on duty and this period shall be regarded as working time paid at the appropriate rate (the rate payable at that time).
- 5.3 Except where provided for in 5.2 above an employee unable to take a meal after five hours shall, from the expiry of five hours until the time when a meal can be taken, be paid T0.5 in addition to the hourly rate that would otherwise be payable.

- 5.4 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, and the equivalent breaks for night duty where these occur during duty, shall be recognised as time worked.
- 5.5 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer.

6.0 Overtime and Penal Time

- 6.1 Eligibility restricted for Designated Positions.

This clause 6 shall apply to all employees except that for Designated Positions, overtime and penal rates will only apply as outlined in 6.2 and 6.3 below:

- 6.2 Penal - Payment of weekend and night 'penal' rates shall be payable where Designated Positions are required to work shifts and rosters or have approval to work weekends or nights on a regular basis in order to fulfil the requirements of the job description.
- 6.3 Overtime shall be payable to Designated Positions only in the following circumstances:
- (i) Where the appropriate manager is satisfied that the additional time worked is necessary because of an emergency or other special circumstances; and
 - (ii) Where the salary does not already incorporate a payment for overtime/penal time hours.

Equivalent time off for work performed outside normal hours may be granted in lieu of overtime by agreement between the employee and the manager concerned.

7.0 Overtime

- 7.1 Ordinary hourly rate of pay – The ordinary hourly rate shall be one, two thousand and eighty-sixth part (1/2086), correct to three decimal places of a dollar, of the yearly rate of salary payable for a full-time, forty hour week.
- 7.2 Overtime is time worked in excess of:
- (i) eight hours per day or the rostered duty whichever is greater or
 - (ii) 80 hours per two week period
- provided that such work has been authorised in advance.
- This clause shall not apply to employees working alternative hours of work.
- 7.3 Overtime worked on any day (other than a public holiday) from midnight Sunday/Monday to midnight on the following Friday shall be paid at one and one half times the ordinary hourly rate of pay (T1.5) for the first three hours and at double the ordinary hourly rate of pay (T2) thereafter.
- 7.4 Overtime worked from 2200 until the completion of a rostered night duty Sunday to Friday, or from midnight Friday to midnight Sunday/Monday, or on a public holiday shall be calculated at double the ordinary hourly rate of rate (T2).

- 7.5 In lieu of payment for overtime, the employer and employee may jointly agree for the employee to take equivalent (i.e. one hour overtime worked for one hour ordinary time off) paid time off work at a mutually convenient time.
- 7.6 The following overtime payments shall apply where employees work a 10 or 12 hour shift roster pattern:
- (i) Ten hour shifts: T1.5 after 10 hours for the 11th hour, then T2 for all hours worked thereafter;
 - (ii) Twelve hour shifts: T2 for all hours worked in excess of a rostered 12 hour shift;
 - (iii) For those fulltime employees working 12 hour shifts, overtime shall apply after 120 hours averaged over 3 weeks at the rate specified in clause 7.3;
 - (iv) For all other employees working alternative hours of work, overtime shall apply after 80 hours per two week period (clause 7.3 shall apply).

8.0 Penal Rates

- 8.1 Weekend rate - applies to ordinary time (other than overtime) worked after midnight Friday/Saturday until midnight Sunday/Monday shall be paid at time one half (T0.5) for the first three hours and then time one (T1.0) thereafter in addition to the ordinary hourly rate of pay.
- 8.2 Public Holiday rate – applies to those hours which are worked on the public holiday. This shall be paid at time one (T1) in addition to the ordinary hourly rate of pay. (See clause 13.6 for further clarification.)
- 8.3 Night rate – applies to ordinary hours of duty (other than overtime) that fall between 2000hrs and until the completion of a rostered night duty from midnight Sunday/Monday to midnight Friday/Saturday and shall be paid at quarter time (T0.25) in addition to the ordinary hourly rate of pay.
- 8.4 Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours, the higher rate will apply.

9.0 CALL BACKS

9.1 Call-back occurs when the employee:

- 9.1.1 is called back to work after completing the day's work or duty, and having left the place of employment; or
- 9.1.2 is called back before the normal time of starting work and does not continue working until such normal starting time;

Call-back is to be paid at the appropriate overtime rate (clauses 7.3 and 7.4) for a minimum of three hours, or for actual working and travelling time, whichever is the greater, 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 Transport: Where an employee who does not reside in employer accommodation is called back to work outside the employee's normal hours of duty in respect of work which could not be foreseen or prearranged, Auckland DHB shall:
- 9.2.1 Reimburse the employee the actual and reasonable travelling expenses incurred in travelling from the employee's place of residence to the institution and/or from the institution to the employee's place of residence.
- 9.3 Where an employee is "on call" the allowance set out in clause 10 below will be paid.

10.0 ALLOWANCES

10.1 On Call

- 10.1.1 An employee who is instructed to be on call during normal off duty hours shall be paid an on call allowance of \$8.00 per hour except on Public Holidays when the rate shall be \$10.00.
- 10.1.2 The on call allowance is payable for all hours the employee is rostered on call including time covering an actual call out.
- 10.1.4 Unless by mutual agreement or in emergencies, no employee shall be required to remain on call for more than 40% of the employee's off-duty time in any three-weekly period.
- 10.1.5 In services where the employer's operational requirements and staffing levels permit, employees working seven day rosters should not be rostered on call on their rostered days off.
- 10.1.3 An employee who is required to be on call and report on duty within 20 minutes shall have access to an appropriate locator or a cell phone.

10.2 Meal Allowance

- 10.2.1 A shift worker who works a qualifying shift of eight hours or the rostered shift, whichever is the greater, and who is required to work more than one hour beyond the end of the shift (excluding any break for a meal) shall be paid a meal allowance of \$7.95, or, at the option of the employer, be provided with a meal.

10.3 Higher Duties Allowance

- 10.3.1 A higher duties allowance shall be paid to an employee who, at the request of the employer is substantially performing the duties and carrying the responsibilities of a position or grade higher than the employee's own.
- 10.3.2 Except as provided for under clause 10.3.3, the higher duties allowance payable shall be \$3.00 per hour provided a minimum of 8 consecutive hours of qualifying service is worked per day or shift.
- 10.3.3 Where an employee performs the duties of the higher position for more than five consecutive days, the 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.

11.0 Salaries

Psychotherapists

	Step	5 Nov 18		Step	5 Aug 19	4 Nov 19		Step	4 Aug 20	
Merit Steps - Senior Psychotherapists	15	\$106,248	M	16	\$106,248	\$109,435	M	17	\$112,171	M
	14	\$102,766	M	15	\$102,766	\$105,849	M	16	\$108,495	M
	13	\$100,456	M	14	\$100,456	\$103,470	M	15	\$106,057	M
	12	\$96,376	M	13	\$96,376	\$99,267	M	14	\$101,749	M
	11	\$92,298	M	12	\$92,298	\$95,067	M	13	\$97,444	M
	10	\$87,899	M	11	\$87,899	\$90,536	M	12	\$92,799	M
	9	\$83,066	M	10	\$83,066	\$85,558	M	11	\$87,697	M
	8	\$79,565	M	9	\$79,565	\$81,952	M	10	\$84,001	M
	7	\$77,188	M	8	\$77,188	\$79,504	M	9	\$81,492	M
Additional Progression Step	6	\$72,176	APS	7	\$74,341	\$76,571	APS	8	\$79,504	APS
				7	\$76,571	A	7	\$76,571	A	
				6	\$74,341	A	6	\$74,341	A	
Graduate to Experienced Clinicians	5	\$69,222	A	5	\$69,222	\$71,299	A	5	\$71,299	A
	4	\$64,736	A	4	\$64,736	\$66,678	A	4	\$66,678	A
	3	\$60,250	A	3	\$60,250	\$62,058	A	3	\$62,058	A
	2	\$55,762	A	2	\$55,762	\$57,435	A	2	\$57,435	A
	1	\$51,275	A	1	\$51,275	\$52,813	A	1	\$52,813	A

A = Automatic, APS = Additional Progression Step, M = Merit step

Progression

The minimum entry step for a Registered Psychotherapist is step 3. All previous experience as a psychotherapist shall be recognised at placement into the scale.

Progression through the scale from step 3 to step 5 shall be by way of automatic annual increment. From 5 August 2019, progression through the scale from step 3 to step 6 shall be by way of automatic annual increment. From 4 August 2020, progression through the scale from step 3 to step 7 shall be by way of automatic increment.

Translation

On 5 August 2019, employees who have been on step 6 for 12 months or more shall move to new step 7. This translation shall reset their anniversary for future salary progression purposes.

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

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

On 4 August 2020, employees who have been on step 7 for 12 months or more shall move to the new step 8. This translation shall reset their anniversary for future salary progression purposes.

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

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

Additional Progression Step Process

1. Progression from the top automatic salary step to the additional progression step is dependent on the achievement of mutually agreed objectives, which are set prospectively when the employee reaches the top automatic step. These objectives should align with the qualities of an experienced practitioner and reflect the expected professional/technical skills and personal attributes.
2. The parties acknowledge that it is the individual employee's decision and responsibility to initiate the process associated with the additional progression step. To commence the process the employee will write to the team leader/manager and professional leader requesting a meeting to set objectives.
3. The discussion and setting of objectives for the additional progression would normally occur in conjunction with the employee's annual performance review.
4. In the event that the manager, professional leader and the employee cannot agree on the objectives the employee may consult with APEX. If there is still no agreement the manager and professional leader will set the objectives. This objective setting process is to be completed in three months of the employee requesting the meeting.
5. The assessment against these objectives shall commence 12 months after the objectives have been set. Any movement arising from this assessment shall be effective from 12 months after the date the employee wrote to his/her professional leader/manager under 4) above, provided that:
 - i) Progression shall not occur earlier than the anniversary date of the employee's movement to the automatic step.
 - ii) Progression will not be denied where the employer has failed to engage in the objective setting process and/or the assessment of whether or not the objectives have been achieved.
6. Progression to the additional progression step is not available to employees who are below the top automatic salary step.

Merit progression Process

Progression beyond the additional progression steps shall be via the merit progression process (see Appendix B).

11.3 Salary Increments While On Study Leave

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

11.4 Payment of Salary

- 11.4.1 Employees will be paid fortnightly in arrears by direct credit. Where significant errors have occurred as a result of employer action or inaction, corrective payment must be made within one working day of the error being brought to the

employer's attention. All other instances, corrective payment will be made as soon as practicable but no later than the next fortnightly pay period.

- 11.4.2 Where an employee has taken leave in advance of it becoming due, and the employee leaves before the entitlement has accrued, the employer will deduct the amount owing in excess of entitlement from the employee's final pay.
- 11.4.3 Any monies agreed, as being owed by the employee to the employer upon termination will be deducted from the employee's final pay except where on-going arrangements have been made for repayments to continue following termination of employment.
- 11.4.4 The employees shall complete documentation as required by the employer. Wherever practicable any disputed items shall not be changed without first referring it to the affected employee.
- 11.4.5 Overpayment Recovery Procedures: Attention is drawn to the Wages Protection Act 1983. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.
- 11.4.6 The employer shall use its best endeavours to direct credit payment of wages into the employee's bank account one clear banking day prior to a public holiday.

12.0 ANNUAL LEAVE

- 12.1 Employees, other than casuals, shall be entitled to 4 weeks annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause, except that on completion of five years continuous service the employee shall be entitled to 5 weeks annual leave. For the purposes of this clause, "service" shall be as defined in clause 3.
- 12.2 Casual employees shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement, dependant on recognition of an individuals' service.
- 12.3 Conditions
 - 12.3.1 Employees shall be entitled to annual leave on a pro-rata basis. Annual leave is to be taken within 12 months of entitlement becoming due. Where the annual leave is not taken within twenty-four (24) months of being accrued and there is no agreement on when the leave is to be taken, the employer may direct the employee to take annual leave with a minimum of four (4) weeks' notice.
 - 12.3.2 Annual leave may be granted in one or more periods.
 - 12.3.3 In accordance with the Holidays Act 2003, the employee shall be given the opportunity to take two weeks leave at one time.
 - 12.3.4 Annual leave is able to be accrued to a maximum of two years entitlement.
 - 12.3.5 Annual leave shall be taken to fit in with service/work requirements and the employee's need for rest and recreation.

- 12.3.6 When an employee ceases employment, wages shall be paid for accrued annual leave, including shift leave, and the last day of employment shall be the last day worked.
- 12.3.7. Part time employees shall be entitled to annual leave on a pro rata basis.
- 12.3.8 An employee may anticipate up to one year's annual leave entitlement at the discretion of the employer.
- 12.4 The provisions of the Parental Leave and Employment Protection Act 1987 shall apply in relation to annual leave when an employee takes a period of parental leave or returns to work from parental leave in accordance with clause 16 of the Agreement.

13.0 PUBLIC HOLIDAYS

- 13.1 The following days shall be observed as public holidays:

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

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

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

NOTE: When the public holiday for the employee is observed on the Saturday or Sunday, the weekday is treated as a normal working day for that employee, subject only to the possible payment of weekend rates in accordance with clause 13.5 below.

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

- 13.3 In order to maintain essential services, the employer may require an employee to work on a public holiday when the public holiday falls on a day which, but for it being a public holiday, would otherwise be a working day for the employee.
- 13.4 When employees work on a public holiday which would otherwise be a working day for the employee, they will be paid the rate as set out in cl. 2. 2. 3(b) (time one (T1) in addition to the ordinary rate of pay) for each hour worked and they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- 13.5 Should Christmas Day, Boxing Day, New Year's Day or 2 January fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 13.4 for time worked on the public holiday and then at weekend rates for the time worked on the corresponding weekday. Only one alternative holiday will be granted in respect of each public holiday.
- 13.6 Should Waitangi Day or Anzac Day fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 13.4 for time worked on the public holiday and then at ordinary rates for the time worked on the Monday. Only one alternative holiday will be granted in respect of each public holiday.
- 13.7 An employee who is on call on a public holiday as provided above, but is not called in to work, shall be granted an alternative holiday, except where the public holiday falls on a Saturday or Sunday and its observance is transferred to a Monday or Tuesday which the employee is required to work, in which case an alternative holiday shall be granted in respect to the transferred day only and taken and paid as specified in the Holidays Act 2003.
- 13.8 Those employees who work a night shift which straddles a public holiday, shall be paid at public holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the shift. One alternative holiday shall apply in respect of each public holiday or part thereof worked.
- 13.9 Off duty day upon which the employee does not work:
- a) Fulltime employees –
Where a public holiday, and the weekday to which the observance of a public holiday is transferred where applicable, are both rostered days off for an employee, they will be granted one alternative holiday in respect of the public holiday.
 - b) Part-time employees –
Where a part-time employee's days of work are fixed, the employee shall only be entitled to public holiday provisions if the day would otherwise be a working day for that employee.

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

- a) Leave on pay
When a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not debited against such leave.
- b) Leave without pay
An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay (including sick or military leave without pay) unless the employee has worked during the fortnight ending on the day on which the holiday is observed.
- c) Leave on reduced pay
An employee, during a period on reduced pay, shall be paid at the relevant daily pay for public holidays falling during the period of such leave.

14.0 BEREAVEMENT/ TANGIHANGA LEAVE

- 14.1 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a Tupapaku/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 and should not be unreasonably withheld and will be exercised in accordance with the Holidays Act 2003.
- 14.2 If bereavement occurs while an employee is absent on annual leave, sick leave on pay or any other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of clause 14.1.
- 14.3 This provision will not apply if the employee is on leave without pay.
- 14.4 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally appropriate manner, especially in the case of Tangihanga.
- 14.5 The employer agrees that on application, it may be appropriate, to grant leave without pay in order to accommodate various special bereavement needs not recognised in clause 14.1 above.

15.0 SICK & DOMESTIC LEAVE

- 15.1 On appointment to the DHB, a full time employee shall be entitled to ten (10) working days leave for sick or domestic purposes during the first twelve months of employment, and up to an additional ten (10) working days for each subsequent twelve month period. The entitlement shall be pro-rated for part time employees except that a part-time employee shall receive no fewer than five (5) working days paid sick leave for the first twelve months of employment and a minimum of five (5) additional working days for each subsequent twelve month period. The employee shall be paid at relevant daily pay as prescribed in the Holidays Act 2003, for the first five days in each twelve month period. Thereafter they shall be paid at the normal rates of pay (T1 rate only). A medical certificate may be required to support the employee's claim.
- 15.2 Transportability of Sick Leave

The following applies only to employees employed in a position that requires registration under the HPCAA (Health Practitioners Competence Assurance Act).

From 1 April 2012, an employee who ceases employment at one DHB and commences employment at another DHB may transfer to their new employment a maximum of up to 20 days (at their normal/ordinary rate of pay, T1) of their unused sick leave entitlement from their previous DHB employment, provided that any break in service between finishing at their previous DHB and commencing employment at the new DHB is not more than one calendar month.

Any unused sick leave entitlement that is transferred shall be in addition to the sick leave entitlement the employee will receive on commencement of employment with the new DHB under clause 15.1, and shall not impact on their anniversary date for future sick leave entitlements.

15.3 In the event an employee has no entitlement left, they may be granted an additional 10 days per annum. In considering the grant of leave under this clause the employer shall recognise that discretionary sick and domestic leave is to ensure the provisions of reasonable support to staff having to be absent from work where their entitlement is exhausted. Requests should be considered at the closest possible level of delegation to the employee and in the quickest time possible, taking into account the following

- The employees length of service
- The employees attendance record
- The consequence of not providing the leave
- Any unusual circumstances

Leave granted under this provision may be debited as an advance on the next years' entitlement up to a maximum of 5 days.

15.4 At the employer's discretion an employee may be granted further anticipated sick or domestic leave. Any anticipated leave taken in excess of an employees entitlement at the time of cessation of employment may be deducted from the employees final pay.

15.5 Where an employee is suffering from a minor illness which could have a detrimental effect on the patients or other staff in the employer's care, the employer may, at its discretion, either:

- place the employee on suitable alternative duties; or
- direct the employee to take leave on full pay. Such leave shall not be a charge against the employees sick and domestic leave entitlement.

15.6 The employee can accumulate their entitlement up to a maximum of 260 days. Any unused portion of the first five days entitlement, up to a maximum of 15 days, can be carried over from year to year and will be paid at relevant daily pay, in accordance with the Holidays Act 2003.

15.7 Sickness during paid leave: When sickness occurs during paid leave, such as annual or long service leave, the leave may be debited against the sick leave entitlement, (except where the sickness occurs during leave following the relinquishment of office) provided that:

15.7.1 the period of sick leave is more than three days and a medical certificate is produced.

15.7.2 In cases where the period of sickness extends beyond the approved period of annual or long service leave, approval will also be given to debiting the portion, which occurred

within the annual leave or long service leave period, against sick leave entitlement, provided the conditions in 15.7 and 15.7.1 above apply.

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

15.8 During periods of leave without pay, sick leave entitlements will not continue to accrue.

15.9 Where an employee is incapacitated as a result of a work accident, and that employee is on earnings related compensation, then the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This payment shall be taken as a charge against Sick Leave up to the extent of the employee's paid sick leave entitlement. The employer may agree to reimburse employees for treatment and other expenses or for financial disadvantage incurred as a result of a work related accident. This agreement will be on a case by case basis.

15.10 For non-work-related accidents, where the employee requests, the employer shall supplement the employee's compensation by 20% of base salary and this shall be debited against the employee's sick leave up to the extent of the employee's paid sick leave entitlement.

16.0 PARENTAL LEAVE

16.1 Statement of principle - The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave and is to be read in conjunction with the Parental Leave and Employment Protection Act 1987 (referred to as the Act in this clause 16), provided that where this clause 10 is more favourable to the employee, the provisions of this clause 16 shall prevail.

16.2 Entitlement and eligibility - Provided that the employee assumes or intends to assume the primary care of the child born to or adopted by them or their partner, the entitlement to parental leave is:

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

16.3 Length of Parental Leave

- a) Parental leave of up to 12 months is to be granted to employees with at least one year's service at the time of commencing leave.
- b) Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave.

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.

Except as provided for in 16.15, Parental Leave is unpaid.

- 16.4 In cases of adoption of children of less than five years of age, parental leave shall be granted in terms of 16.2 and 16.3 above, providing the intention to adopt is notified to the employer immediately following advice from the Department of Child, Youth and Family services to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an approved adoption placement shall be provided to the employer's satisfaction.
- 16.5 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 in the case of adoption.
- 16.6 The commencement of leave shall be in accordance with the provisions of the Parental Leave and Employment Protection Act 1987
- 16.7 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.

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

16.9 Job protection –

16.9.1 Subject to 16.10 below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:

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

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

16.9.3 Parental leave shall be recognised towards service-based entitlements, i.e.: annual leave and sick leave. However, parental leave will not contribute to Retiring Gratuities allowance calculations.

16.10 Ability to Hold Position Open

16.10.1 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" (as contemplated in the Paid Parental Leave and Employment Protection Amendment Act 2002), the employer may fill the position on a permanent basis.

16.10.2 Where the employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a

key position, and, at the time the employee returns to work, a similar position (as defined in 16.9.1 (a) above) is not available, the employer may approve one of the following options:

- a) an extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or
- b) an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 16.10.2 (a) above for up to 12 months; or
- c) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 16.10.2 (a) above for up to 12 months:

provided that, if a different position is accepted and within the period of extended parental leave in terms of 16.10.2 (a), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or

- d) where extended parental leave in terms of 16.10.2 (a) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 38 of this Agreement.

16.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 16.9.1 above, parental leave shall cease.

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

16.13 Parental leave absence filled by temporary appointee - If a position held open for an employee on parental leave is filled on a temporary basis, the employer must inform the temporary appointee that their employment will terminate on the return of the employee from parental leave.

16.14 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.

16.15 Paid Parental Leave – Where an employee takes parental leave under this clause 16, meets the eligibility criteria in 16.2 (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 fourteen (14) weeks.

The payment shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata if applicable) applicable to the employee for the six weeks immediately prior to commencement of parental leave.

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

Where 16.3 (c) applies and both partners are employed by Auckland DHB, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

16.15.1 Reappointment After Absence Due To Childcare

16.15.1.1 Employees who resign to care for a dependent pre-school child or children may apply to their former employer for preferential appointment to a position which is substantially the same in character and at the same or lower grading as the position previously held.

16.15.1.2 Parental leave is a distinct and separate entity from absence due to childcare.

16.15.1.3 The total period of childcare absence allowed is four years plus any increases in lieu of parental leave. Longer absence renders a person ineligible for preferential appointment.

16.15.1.4 Persons seeking reappointment under childcare provisions must apply to the former employer at least three months before the date on which they wish to resume duties.

16.15.1.5 This application for reappointment must be accompanied by:

- (i) The birth certificate of the pre-school child or children; and
- (ii) A statutory declaration to the effect that the absence has been due to the care of a dependent pre-school child or children, that the four year maximum has not been exceeded, and that paid employment has not been entered into for more than 15 hours per week. Where paid employment has exceeded 15 hours per week the reappointment is at the CEO's discretion.

16.15.1.6 The employer shall make every effort to find a suitable vacancy for eligible applicants as soon as their eligibility for preferential re-entry is established. Appointment to a position may be made at any time after the original notification of intention to return to work, provided the appointee agrees.

16.15.1.7 Where:

- (i) The applicant meets the criteria for eligibility; and
- (ii) There exists at the time of notification or becomes available within the period up to two weeks before the intended date of resumption of duties a position which is substantially the same in character and at the same or lower grading as the position previously held; and
- (iii) The applicant has the necessary skills to competently fill the vacancy; then the applicant under these provisions shall be appointed in preference to any other applicant for the position.

16.15.1.8 Absence for childcare reasons will interrupt service but not break it.

16.15.1.9 The period of absence will not count as service for the purpose of sick leave, annual leave, retiring leave or gratuities, long service leave or any other leave entitlement.

17.0 JURY SERVICE/WITNESS LEAVE

17.1 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.

17.2 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).

- 17.3 Where leave on pay is granted, a certificate is to be given to the employee by the Employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to the employer but may retain expenses.
- 17.4 Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable.
- 17.5 Where an employee is required to be a witness in a matter arising out of his/her employment, he/she shall be granted paid leave at the salary rate consistent with their normal rostered duties. The employee is to pay any fee received to the Employer but may retain expenses.

18.0 LEAVE TO ATTEND MEETINGS

- 18.1 The Employer shall grant paid leave (at ordinary rates) to employees required to attend formal meetings of registration body (except where the matter arises out of employment with another employer) and the APEX National Executive.
- 18.2 Paid leave shall also be granted where an employee is required to attend meetings of Boards or Statutory Committees provided that the appointment to the Board or Committee is by ministerial appointment.
- 18.3 Any remuneration received by the Employee for the period that paid leave was granted shall be paid to the Employer.

19.0 LONG SERVICE LEAVE

- 19.1 An employee shall be entitled to long service leave of one week upon completion of a five year period of continuous service as defined in Clause 3. 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.
- 19.2 Long Service Leave will be paid for each week of leave on the same basis as annual leave (clause 12) 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.
- 19.3 For the purposes of 19.1 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 19.1 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 19.1 above.

- 19.4 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.
- 19.5 The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.
- 19.6 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.

20.0 LEAVE WITHOUT PAY

Fulltime or part-time employees are able to take leave without pay, providing that such leave is mutually agreed between the employer and the employee, and is in accordance with the employer's policy on leave without pay.

21.0 HEALTH & SAFETY

- 21.1 The employer and employees shall comply with the provisions of the Health and Safety at Work Act 2015 and subsequent amendments. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken, including the provision of protective clothing/ equipment (as per clause 23 of this SECA).
- 21.2 It shall be the responsibility of the employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.
- 21.3 It shall be the responsibility of every employee covered by this agreement to work safely and to report any hazards, accidents or injuries as soon as practicable to the appropriate person. It is a condition of employment that safety equipment and clothing required by the employer is to be worn or used and that safe working practices must be observed at all times.
- 21.4 Attention is also drawn to the employer's policies and procedures on health and safety.
- 21.5 The employer recognises that to fulfil their function health and safety delegates require adequate training, time and facilities.

The parties to the Agreement recognise that effective Health and Safety Committees are the appropriate means for providing consultative mechanisms on Health and Safety issues in the work place.

22.0 ACCIDENTS – TRANSPORT OF INJURED EMPLOYEES

- 22.1 Transport of injured employees – Where the accident is work-related and the injury sustained by the employee necessitates immediate removal to a hospital, or to a medical practitioner for medical attention and then to their residence or a hospital, or to their residence (medical attention away from the residence not being required), the DHB is to provide or arrange for the necessary transport, pay all reasonable expenses for meals and lodging incurred by or on behalf of the employee during the period she/he is transported, and claim reimbursement from ACC.

23.0 SUPERVISION

The employer, in consultation with the professional advisor will ensure appropriate supervision is provided in relation to the psychotherapist's level of clinical specialisation and experience, developing specialist skills, dual relationships and supervisory needs.

24.0 REFUND OF ANNUAL PRACTISING CERTIFICATE AND CERTIFICATE OF COMPETENCY FEES

24.1 Where an employee is required by law to hold an annual practising certificate, the cost of the certificate shall be met by the employer 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) Any payment will be offset to the extent that the employee has received a reimbursement from another employer.
- d) The Employer will only pay one APC unless there are operational requirements for an employee to maintain multiple APCs.

24.2 Where the employer requires employees to hold a competency certificate issued by a professional association, the employer will reimburse the associated fees incurred.

25.0 PROFESSIONAL ASSOCIATION FEES

25.1 Employees will be reimbursed (on presentation of official receipts) the membership fee of the New Zealand Association of Psychotherapists;

25.2 Provided that, if the employee also works for another organisation or in private practice, the employer will only be required to pay the amount on a pro-rata basis.

26.0 PROFESSIONAL DEVELOPMENT, EDUCATION & TRAINING

The parties acknowledge that a range of professional development entitlements exist across the DHB and include consolidated funds, grants and scholarships. These arrangements shall apply.

- a) In recognition of the importance of professional development and training necessary for Psychotherapists to maintain currency and to facilitate the employee's growth and development.
- b) The ADHB shall ensure that adequate resources are made available for Psychotherapists in order to maintain the knowledge and skills necessary to meet their professional competency requirements.
- c) Professional development normally takes place during working hours.

Participation in a professional development plan is mutually beneficial. The plan should:

- a) Link to the employee's current position; and/or
- b) Align with the employee's career goals;
- c) Align with the strategic direction and/or service plans of the DHB and;
- d) Must assist the employee to meet the regulatory requirements to maintain their professional competence;

The allocation of professional development funds and the paid time off work must be prospectively agreed with the manager and incorporated into the professional development plan.

The parties acknowledge that monitoring of the application of these provisions is of mutual interest and arrangements shall be in place to ensure that these principles are consistently applied and that the needs of each party are met.

Review Process

If an employee is dissatisfied with the outcome of their training and development application or the time paid to complete the training, they have the right to ask the manager's manager to formally review the decision.

27.0 POLICIES AND PROCEDURES

- 27.1.1 All employees covered by the Agreement shall comply with the employer's policies and procedures in force from time to time, to the extent that such policies and procedures are not inconsistent with the terms and conditions of this Agreement.
- 27.1.2 The union will be consulted regarding any additions/amendments to those policies and procedures, where such additions/amendments have a material effect on employees' conditions of employment. Failure to consult shall not void any additions/ amendments.

28.0 INSURANCE PROTECTION

Insurance protection for employees travelling on work related business is provided in accordance with the DHB's insurance policy. The provisions of the insurance policy are available through the Human Resources department.

29.0 TRAVELLING EXPENSES AND INCIDENTALS

- 29.1 When travelling on employer business, the employee will be reimbursed for costs on an actual and reasonable basis on presentation of receipts, including staying privately.
- 29.2 Employees who are instructed to use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time. Any change to this rate shall be effective from the first pay period following the date of promulgation by the IRD.
- 29.3 General: In circumstances not addressed by this clause, any expenses incurred on behalf of the employer shall be reimbursed in accordance with individual DHB policies.
- 29.4 **Relocation Expenses**

Employees may be reimbursed relocation expenses in accordance with the DHB's relocation policy.

30.0 INDEMNITY INSURANCE

- 30.1 The employer agrees to indemnify employees for legal liability for costs and expenses, including legal representation where required, in respect of claims, actions or proceedings brought against the employer and/or employees arising in respect of any:
- Negligent act, or
 - Error, or
 - Omission
- Whilst acting in the course of employment.
- 30.2 Employees will not be covered where such claim, action or proceeding:
- arises from any wilful or deliberate act, or
 - is restricted solely to any disciplinary proceedings being taken by the governing registration body and/or professional association, or
 - relates to activities undertaken by the employee that are outside the scope of the employment agreement with the employer, or
 - relates to activities undertaken by the employee that are outside the scope of practice or the employees position and/or profession.
- 30.3 Provided that any such reasonable costs or expenses are first discussed with the employer before they are incurred. If the employee or the employer identifies a conflict of interest, Auckland DHB will provide and pay for independent legal representation for both parties.

31.0 DEDUCTION OF UNION FEES

The employer shall deduct employee APEX fees from the wages/ salaries of employees when authorised in writing by members and shall remit such subscriptions to APEX at agreed intervals. A list of members shall be supplied by APEX on request.

32.0 Delegates/Workplace Representatives

- 32.1 The employer accepts that elected delegates are the recognised channel of communication between the union and the employer in the workplace. Accordingly paid time off (at ordinary time rates) shall be allowed for recognised employee delegates to attend meetings with management, consult with union members, and other recognised employee job delegates and union officials, to consult and discuss issues such as management of change, staff surplus, and representing employees.

33.0 Stopwork Meetings

- 33.1 Subject to subsections 33.2 to 33.5, 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.
- 33.2 The representative shall give the employer at least 14 days' notice of the date and time of any meeting to which subsection 33.1 is to apply.
- 33.3 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.

- 33.4 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.
- 33.5 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

34.0 CONSULTATION, CO-OPERATION AND MANAGEMENT OF CHANGE

34.1 Management of Change

- 34.1.1 The parties to this collective agreement accept that change in the health service is necessary in order to ensure the efficient and effective delivery of health services. They recognise a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard.
- 34.1.2 Regular consultation between the employer, its employees and the union is essential on matters of mutual concern and interest. Effective communication between the parties will allow for:
- (a) improved decision making
 - (b) greater cooperation between employer and employees; and
 - (c) A more harmonious, effective, efficient, safe and productive workplace.
- 34.1.3 Therefore, the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.
- 34.1.4 The employer accepts that employee delegates are a recognised channel of communication between the union and the employer in the workplace.
- 34.1.5 Prior to the commencement of any significant change to staffing, structure or work practices, the employers will identify and give reasonable notice to employees who may be affected and to APEX to allow them to participate in the consultative process so as to allow substantive input.
- 34.1.6 Reasonable paid time off at (T1) shall be allowed for employee delegates to attend meetings with management and consult with employees to discuss issues concerning management of change and staff surplus.
- 34.1.7 Prior approval of such meetings shall be obtained from the employer and such approval shall not be unreasonably withheld.
- 34.1.8 The parties agree that meetings will occur regularly between management and APEX delegates. These meetings will enable effective operational and strategic communication and resolution of issues. Auckland DHB shall establish and/or continue the relevant arrangements in existence at the commencement of this Agreement.

34.2 Consultation

- 34.2.1 Consultation involves the statement of a proposal not yet finally decided upon, listening to what others have to say, considering their responses and then

deciding what will be done. Consultation clearly requires more than mere prior notification.

- 34.2.2 The requirement for consultation should not be treated perfunctorily or as a mere formality. The person(s) to be consulted must be given sufficient opportunity to express their view or to point to difficulties or problems. If changes are proposed and such changes need to be preceded by consultation, the changes must not be made until after the necessary consultation has taken place.
- 34.2.3 Both parties should keep open minds during consultation and be ready to change. Sufficiently precise information must be given to enable the person(s) being consulted to state a view, together with a reasonable opportunity to do so – either orally or in writing.
- 34.2.4 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- 34.2.5 However, the final decision shall be the responsibility of the employer.
- 34.2.6 From time to time directives will be received from government and other external bodies, or through legislative change. On such occasions, the consultation will be related to the implementation process of these directives.
- 34.2.7 The process of consultation for the management of change shall be as follows:
- a) The initiative being consulted about should be presented by the employer as a “proposal” or “proposed intention or plan” which has not yet been finalised.
 - b) Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.
 - c) Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
 - d) Genuine consideration must be given by the employer to the matters raised in the response.
 - e) The final decision shall be the responsibility of the employer.

The above process shall be completed prior to the implementation of clause 34.3.

34.3 Staff Surplus

- 34.3.1 When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the re-organisation, 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 34.3.2 below shall be invoked and decided on a case by case basis in accordance with this clause.
- 34.3.2 Where an employee's employment is being terminated by the employer by reason of the sale or transfer of the whole or part of the employer's business, nothing in this agreement shall require the employer to pay compensation for redundancy to the employee if:

- (a) The person acquiring the business or the part being sold or transferred -
 - (i) has offered the employee employment in the business or the part being sold or transferred; and
 - (ii) has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and
- (b) The conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are the same as, or are no less favourable than, the employee's conditions of employment, including:
 - (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
- (c) The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or part 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.
- (d) Where the person acquiring the business does not offer the employee employment on the basis of a, b and c above, the employee will have full access to the staff surplus provisions

34.3.4 Notification of a staffing surplus shall be advised to the affected employees and their Union at least one month prior to the date of giving notice of severance to any affected employee. This date may be varied by agreement between the parties. During this period, the employer and employee, who can elect to involve their Union Representative, will meet to agree on the options appropriate to the circumstances. Where employees are to be relocated, at least three months' notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

34.3.5 The following information shall be made available to the Union representatives:

- 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 who are union members
- e) availability of alternative positions in the DHB.

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

34.4 Options

34.4.1 The following are the options to be applied in staff surplus situations:

- a) Reconfirmed in position
- b) Attrition
- c) Redeployment

- d) Retraining
- e) 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 subclause 34.9 will be applied as a package.

34.5 Reconfirmed in position

34.5.1 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.

34.6 Attrition

34.6.1 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.

34.7 Redeployment

- a) Employees may be redeployed to an alternative position for which they are appropriately trained (or training may be provided). Any transfer provisions will be negotiated on an actual and reasonable basis.

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

- b) 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
- c) 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).
 - (i) 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.
 - (ii) The redeployment may involve employees undertaking some on-the-job training.

34.8 Retraining

34.8.1 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.

34.8.2 If an employee is redeployed to a position which is similar to his/her previous one, any retraining may be minimal, taking the form of on-the-job training such

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

34.9 Severance

34.9.1 Payment will be made in accordance with the following:

- a) "Service" for the purposes of this sub-clause means total aggregated service with the employing DHB, its predecessors or any other DHB, but excludes any service with any DHB or their predecessor which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any other DHBs or their predecessors. Employees who commenced employment with the current employing DHB prior to 1 October 2008 will retain pre-existing severance provisions, which are more favourable than those in this clause.
- b) 8.33 per cent of base 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
- c) 12 per cent of base salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
- d) 4 per cent of base 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
- e) 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.
- f) A retiring gratuity or service payment if applicable (the retiring gratuity provision in the regional MECA that preceded this Agreement shall apply including, where applicable, the provisions that relate to employees with less than 10 years', eight years' and five years' service). The parties note that not all DHBs had retirement gratuity provisions in the regional MECA that preceded this Agreement).
- g) Outstanding annual leave and long service leave may be separately cashed up.
- h) Where there is an offer of redeployment to reduced hours, an employee may elect to take a pro-rata compensatory payment based on the above severance calculation.
- i) Nothing in this agreement shall require the employer to pay compensation for redundancy where as a result of restructuring, and following consultation, the employee's position is disestablished and the employee declines an offer of employment that is on terms that are:
 - the same as, or no less favourable, than the employee's conditions of employment; and
 - in the same capacity as that in which the employee was employed by the employer, or

- in any capacity in which the employee is willing to accept

34.10 Job Search

- 34.10.1 Employees will be assisted to find alternative employment by being able to have a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the team leader/manager being notified of the time and location of the interview before the employee is released.

34.11 Counselling

- 34.11.1 Counselling for the employee and their family will be made available as necessary.

34.12 Employee Protection Provisions

- 34.12.1 The parties acknowledge that Section 69M of the Employment Relations Act requires all collective agreements to contain provisions in relation to the protection of employees where their employer's business is restructured. It is agreed that these provisions exist within the current collective agreement (e.g. Clause 34.1 Management of Change and Clause 34.4.12 Change of Ownership) or by virtue of the statutory provisions set out in Sections 19, 20 and 21 of Schedule 1B of the Employment Relations Act.

35 ENDING EMPLOYMENT

35.1 Notice Period

- 35.1.1 The employee/employer may terminate the employment agreement with four weeks' written notice, unless otherwise negotiated with the employer. Agreement for a shorter notice period will not be unreasonably withheld.

35.2 Abandonment of Employment

An employee absent from work for three consecutive working days without notification to the employer or without appropriate authorisation from the employer will be considered by the employer as having terminated their employment without notice, unless the employee is able to show they were unable to fulfil their obligations under this section through no fault of their own. The employer will make all reasonable efforts to contact the employee during the three days period of un-notified absence.

36 HARASSMENT PREVENTION

- 36.1 Employees should refer in the first instance to the provisions and procedures specified in the employer's Harassment Policy. The employee's attention is also drawn to clause 37 - Employment Relationship Problems. Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence, and other forms of intimidating behaviour.

- 36.2 Guidelines for Supervisors and Guidelines for Complainants are available from the Human Resources Department.

37 EMPLOYMENT RELATIONSHIP PROBLEMS:

These include such things as personal grievances, disputes, claims of unpaid wages, allowances or holiday pay.

Let The Employer Know

Employees who have a problem in their employment should let the employer know so that the problem can be resolved in a timely manner. In most cases employees will be able to approach their manager to talk the issue through and reach an agreement. HR can help with this process. However, it is recognised that sometimes employees may not feel comfortable in approaching their manager or an agreement may not be able to be reached. If this is the case, employees may wish to contact an APEX delegate or organiser to get advice or assistance.

Mediation Services

If the problem continues employees have the right to access the Mediation Service. The mediators are employed by the Employment Relations Service as one of a range of free services to help people to resolve employment relationship problems quickly and effectively. The mediators will help the parties decide on the process that is most likely to resolve problems as quickly and fairly as possible.

Employees can ask their union organiser/delegate to provide assistance in accessing this service. Alternatively, the Mediation Service can be contacted on 0800 800 863.

Employment Relations Authority

If the parties are still unable to resolve the workplace problem, employees can apply to the Employment Relations Authority (ERA) for assistance. The ERA is an investigative body that operates in an informal way, although it is more formal than the Mediation Service. The ERA looks into the facts and makes a decision based on the merits of the case, not on legal technicalities.

Again employees can ask a union organiser to provide assistance in accessing this service.

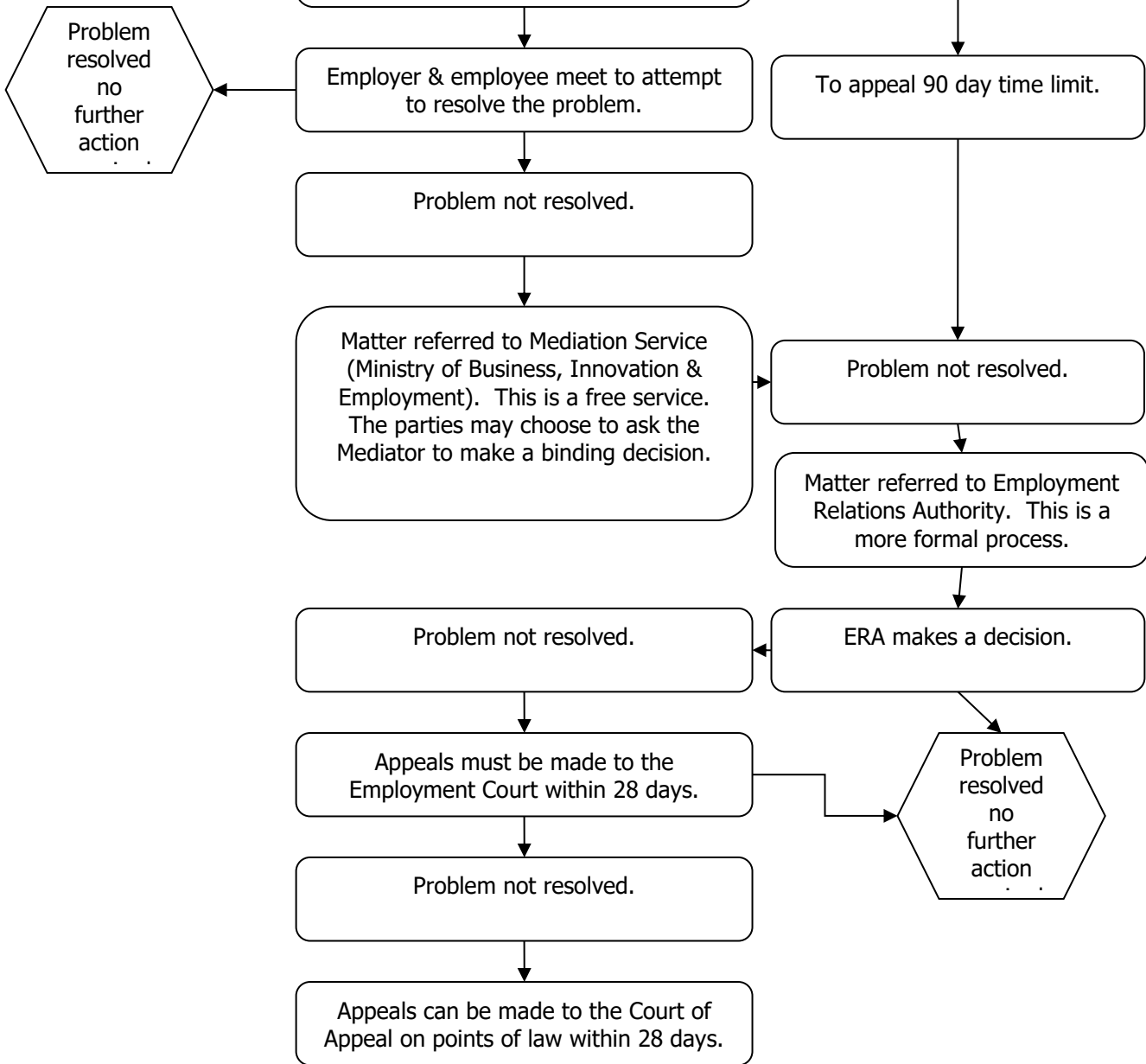
Personal Grievances

Employees may feel that they have grounds for raising a personal grievance with the employer (for unjustified dismissal, unjustifiable disadvantage, discrimination, duress, sexual or racial harassment). If this is the case, employees need to raise their grievance within 90 days of the action occurring or the grievance coming to their notice. If the grievance is not raised to the employer's attention within this timeframe the employee's claim may be out of time.

If the employee's grievance is raised out of time, the employer can choose to accept the later grievance or to reject it. If the employer chooses to reject it, the employee can ask the ERA to grant leave to raise the grievance out of time.

The employee's grievance needs to be raised with the employer so that the employer knows what it is about and can try to work to resolve it. The employee can verbally advise the employer or put the grievance in writing. The employee's APEX delegate or organiser can help with this process. Once the employer knows of the employee's grievance, the employer is able to respond to the expressed concerns.

**Employment
Relationship
Problem Resolution
Process**



38 VARIATION TO COLLECTIVE AGREEMENT

This Agreement may be varied in writing by the signed agreement between the employers and APEX, subject to their respective ratification processes. Any variation will apply only to those employees directly affected. Employees are “directly affected” only if their terms of employment will be altered as a result of the proposed variation. At the time of entering into this agreement, the employers’ ratification process requires the signature of all employer parties.

Notwithstanding the above, new models of service provision/care may be trialled at the local level by written agreement between the relevant local management and union officials. Such agreed trials may modify the operation of identified clauses in the SECA for the defined period of the trial without the need for formal variations to the SECA. There is no obligation to propose, or to agree to, a trial, nor does the agreement to the trial compel either party to subsequently agree to make the changes on a permanent basis.

39 RETIRING GRATUITIES

The Employer may pay a retiring gratuity to staff retiring from the ADHB who have had no less than ten years’ service with the ADHB, with the ADHB and one or more other DHBs and with one or more of the following services: Health Service (for the purposes of this clause this includes Ministry of Health, Hospital Boards, Area Health Boards, The Health Service Personnel Commission, National Health Commission, RHAs, CHEs, DHBs and subsidiaries and community trusts directly or indirectly funded by an RHA or CHE), the Public Service, the Post Office, NZ Railways or any university in New Zealand. Provided that for Employees engaged after 1 July 1992 only service with The Health Service shall be recognised.

The scale of maximum gratuities is set out in appendix A.

40 SAVINGS

Except as specifically varied by this Agreement, nothing in this Agreement shall operate so as to reduce the wages and conditions of employment applying to any employee at the date of this Agreement coming into force.

The parties acknowledge that all matters discussed during the negotiation of this Agreement have been dealt with, and where intentionally deleted, the savings clause does not apply.

41 TERM OF DOCUMENT

This agreement shall be deemed to have come into force on 1 October 2018 and shall expire on 31 October 2020.

Signed this day of 2019

For an on behalf of APEX:
Dr Deborah Powell

Signed this day of 2019

Ailsa Claire
For and on behalf of the Auckland DHB

**APPENDIX A - SCALE OF MAXIMUM GRATUITIES
(Gratuity Scale where applicable)**

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.

APPENDIX B

Merit Progression Process

Under Negotiation