

Te Whatu Ora
Health New Zealand



APEX
ALLIED SCIENTIFIC AND TECHNICAL

APEX
TE WHATU ORA (AUCKLAND DISTRICTS)

SONOGRAPHERS
COLLECTIVE AGREEMENT

01 AUGUST 2022 - 31 MAY 2024

If you have any issues with this employment agreement including:

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

Contact your delegate or APEX

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Website	www.apex.org.nz



And

Te Whatu Ora **Health New Zealand**

SONOGRAPHERS

(Auckland Districts)

COLLECTIVE AGREEMENT

1 August 2022 -31 May 2024

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Te Whatu Ora

Health New Zealand

SONOGRAPHERS

(AUCKLAND DISTRICTS)

COLLECTIVE AGREEMENT

PART ONE - APPLICATION OF COLLECTIVE AGREEMENT

1.0 PARTIES

1.1 The parties to this agreement shall be:

- (a) Te Whatu Ora / Health New Zealand (hereinafter referred to as "the employer"); and
- (b) The Association of Professionals and Executive Employees (APEX) Inc.

1.2 This agreement shall be binding on the parties to it.

1.3 The parties agree that any employee, who is engaged by the employer between the date this agreement comes into effect and the expiry date shall, in the first instance, be offered in writing the opportunity to become a member of the union, which is a party to this agreement. If this happens the new employee shall from the date of becoming a party, be entitled to all the benefits, and be bound by all the obligations, under this agreement. Further to this the provisions of Section 62 of the Employment Relations Act 2000 shall apply.

1.4 Those employees defined below are eligible to become party to this collective agreement:

All employees of the named employer party employed in the Waitemata, Auckland or Counties-Manukau Districts working in ultrasound imaging as sonographers or Student/Trainee sonographers, and any employee substantially employed as a sonographer or student/trainee sonographer but who may from time to time use different titles, and any employee who is employed in the use of ultrasound imaging equipment for medical diagnostic, therapeutic and associated purposes and is registered with the Medical Radiation Technologists Registration Board / Te Poari Ringa Hangarua Iraruke.

2.0 VARIATION CLAUSE

This agreement may be varied by agreement between the relevant employer party, APEX and subject to APEX normal ratification procedures. Such agreement shall be in writing and signed by the employer party and APEX

3.0 DEFINITIONS

In this collective agreement unless the agreement otherwise requires:

“Charge Sonographer” means the principal sonographer, or the sonographer in charge of a department or staff and shall include team leaders.

“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” in the context of Te Whatu Ora/Health New Zealand means the geographic area and the related worksites of the former District Health Board (clause 12, Schedule 1, Pae Ora (Healthy Futures) Act 2022 refers).

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

“Hourly rate” The normal hourly rate of pay will be one two thousand and eighty sixth part, correct to two decimal places of a dollar, of the base salary.

“Part-time employee” means an employee, other than a casual employee, who works on a regular basis but less than the basic hours prescribed in this agreement.

“Retiring” means where an employee is winding down from their substantive professional career with the employer, noting that this does not exclude ongoing part time or casual work.

“Service” means all service as a sonographer and trainee sonographer, and also comprises all other periods of service in the employ of Te Whatu Ora, a DHB, CHE, HHS, Area Health Board, a separate institution or the crown in New Zealand.

“Specialist Sonographer” means a sonographer who has qualifications and / or performs a special role (e.g. reporting on work that clinicians act on immediately), or is involved in non-invasive tests (e.g. Treadmill, ABPI, Liver transplant duplex, tertiary level scans) or teaching special skills to qualified sonographers.

“Sonographer” means a sonographer who has been registered and passed an examination that is approved by the Medical Radiation Technologists Board or awarded an exemption to practise by the Board.

“Trainee Sonographer” means a person who whilst employed is concurrently undertaking an ultrasound qualification from a tertiary provider recognised by the Medical Imaging Technologist Board (MIT)

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

PART TWO - PROVISIONS RELATING TO HOURS OF WORK

4.0 HOURS OF WORK / ROSTERING / SAFE STAFFING

Preamble:

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

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

- 4.1 Ordinary hours per week shall be 40 and not more than 8 per day with two consecutive days off per week. By mutual agreement rostered duties can be up to 10 hours per day but in that case shall be limited to not more than 4 consecutive days. Provided, however, that in emergency circumstances, an employer may require an employee to work at other times and for periods other than those specified.
- 4.2 Hours of work shall only be altered by agreement between the employer and affected employee(s).
- 4.3 The normal working week shall commence on Monday between 0730 and 0830 hours.
- 4.4 The introduction of any shift work shall be by agreement between the relevant employer party and APEX. Negotiation and agreement regarding remuneration, additional leave and conditions pertaining to the shift shall be required to be concluded before the introduction of any such work.

Note: the agreed after-hours agreement for Ultrasound Services at Auckland DHB's Radiology Service (dated December 2019) shall continue to apply to that service. These are included as Schedule Two

- 4.5 Rosters shall be posted at least four weeks in advance and show duties for a minimum eight week period.
- 4.6 Once rosters are posted, duties are to be changed only by mutual agreement between affected employees and the employer.
- 4.7 A break of at least twelve (12) continuous hours will be provided wherever possible between any two periods of duty of a full shift or more.
- 4.8 The employer is committed to safe staffing levels and appropriate skill mix. There shall be regular monitoring and any identified staffing deficiencies shall be addressed.
- 4.9 In accordance with Part 6AA (Flexible Working) of the Employment Relations Act, an employee may request a change to their work pattern either for a fixed period, for example (but not limited to) while pregnant, or permanently. This may be supported by advice from a health professional. Arrangements are to be agreed between the line manager and employee. If the advice of the health professional recommends a change to their work pattern, shifts worked or number of hours, this will be taken into consideration by the employer.

5.0 MEAL PERIODS AND REST BREAKS

- 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 allowed a meal break of not less than half an hour.

- 5.2 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.
- 5.3 An employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time.
- 5.4 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer. Where it is impractical to supply tea, coffee, milk and sugar free of charge, an allowance of \$1.40 per week in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay.

PART THREE - RATES OF REMUNERATION

6.0 SALARIES AND WAGES

6.1 Sonographers:

Sonographers (DMU or equivalent)

Step	1-Aug-21	1-Aug-22
11	\$132,010	\$137,710
10	\$128,229	\$133,929
9	\$124,817	\$130,517
8	\$121,406	\$127,106
7	\$117,997	\$123,697
6	\$114,585	\$120,285
5	\$110,107	\$115,807
4	\$106,730	\$112,430
3	\$103,352	\$109,052
2	\$99,976	\$105,676
1	\$96,598	\$102,298

Trainee Sonographers

Step	1-Aug-21	1-Aug-22
2	\$73,630	\$79,330
1	\$69,444	\$75,144

- (a) Movement through Steps 1-5 of the sonographers scale shall be by automatic annual increments.
- (b) Progression beyond Step 5 shall be dependent on job content, skill shortage, responsibilities of the position, and the employee's level of performance. Progression shall recognise that clinical skill, knowledge and responsibility, as well as managerial and leadership responsibilities shall be rewarded.
- (c) The minimum step payable to a specialist sonographer shall be step 6. The employee shall progress to Step 7 on the achievement of mutually agreed objectives set prospectively at the performance review undertaken when the employee is on Step 6. Progression shall not be denied where a performance review is not completed through no fault of the employee or where work objectives are not met due to work reassignment or directed by the employer,
- (d) The minimum step payable to a charge sonographer shall be step 9

- (e) When determining the appropriate placement of new employees on the automatic steps of the scale:
 - (i) the employer will take into account the employee's years of experience in the occupation.
 - (ii) the employer may place a new employee on a higher step than determined by their previous experience in the occupation where they consider justified by the degree of difficulty in recruiting for specific skills, qualifications, and/or experience required for the position.
 - (iii) the employer will, in exercising the discretion above, consider the placement of current employees employed in the same role. All service as defined in clause 3 shall be counted when determining the commencing step on the salary scale.
- (f) Where an employee commences as a Trainee Sonographer from another clinical position within Te Whatu Ora (e.g. an MIT) they shall maintain their existing salary where that is higher than the applicable rate in the trainee scale, and until such time as the Trainee rate supersedes this.
- (g) Except that all trainee sonographers with the successful completion of DMU1 or equivalent and one years employment as a trainee sonographer, shall move to step 2 of the trainee sonographers scale.

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

6.3 All sonographers working 35 hours per week as at ratification of this collective agreement shall continue to receive the equivalent of full time provisions under this collective agreement except for the purposes of salary.

6.4 Employees on full-time study leave with or without pay shall continue to receive annual increments to which they would otherwise be entitled.

7.0 OVERTIME AND PENAL TIME

7.1 Equivalent time off in lieu of payment for work performed outside normal hours may be granted subject to the agreement of employer and the employee.

7.2 **Work on Public Holidays** - All work performed on public holidays shall be paid at normal pay plus T1 plus a day off at a later date convenient to the employer.

7.3 **Overtime** - Overtime is defined as time worked in excess of eight hours a day, or the rostered duty, which ever is greater, or 40 hours a week when such work has been properly authorised.

7.3.1 Overtime Rates - Overtime shall be paid at the following rates:

- (a) for the first three hours worked on any day, between midnight Sunday/ Monday and midnight Friday/Saturday at one and one half times the hourly rate of pay (T1.5) and at double the rate of pay thereafter (T2).
- (b) in respect of overtime worked from midnight Friday/Saturday to midnight Sunday/Monday, or on a public holiday, or when night rate is payable, at double the hourly rate of pay (T2).

7.4 Penal time is defined as time (other than overtime) worked within basic weekly hours on a Saturday or Sunday.

7.4.1 Penal Rate - penal time shall be paid at a rate of T1.5 times an hourly rate calculated at 1/2086 of the annual salary, in addition to the normal hourly rate of pay for all hours which so fall.

7.5 Night Rate - an employee will be paid at T1.25 times an hourly rate calculated at 1/2086 of the annual salary, in addition to the basic salary for all hours worked between 2000 hours and 0800 hours midnight Sunday/Monday to midnight Friday/Saturday.

7.5.1 Night rate is not payable when overtime or penal time is being worked.

8.0 MINIMUM BREAK BETWEEN SPELLS OF DUTY

8.1 A break of at least twelve (12) continuous hours will be provided wherever possible between any two periods of duty of a full shift or more.

8.2 Periods of a full shift or more include:

- (i) Periods of normal rostered work; or
- (ii) Periods of overtime that are continuous with a period of normal rostered work; or
- (iii) Full shifts of overtime/call-back duty.

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

8.4 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.

8.5 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.

8.6 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.

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

9.0 ON CALL

9.1 An employee shall be paid for a minimum of three hours, or for actual working and travelling time, whichever is the greater - at T1.5 for the first three hours and at T2 thereafter; except where hours fall between midnight Friday/Saturday and midnight Sunday/Monday, or a public holiday or when night rate is payable, at twice the hourly rate of pay (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:
 - (h) 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.

9.2 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, except for those employees who are called back between 2200 hours and 0600 hours, for whom the break must be provided after the call back unless otherwise mutually agreed.

- 9.3 Part-time employees (call-backs) - Where part-time workers are part of an official on call roster and are called out from their place of residence, then they shall be paid on the basis of a minimum of three hours at the rates outlined in 9.1. 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.
- 9.4 Where an employee is instructed to be on call during normal off duty hours, an on call allowance of \$8.00 per hour shall be paid when on call **except that** on a public holiday \$10 per hour shall be paid.
- 9.5 Where an employee is called back to duty outside that employee's rostered hours of work the employee shall be reimbursed actual and reasonable expenses for transport to and from call duty.
- 9.6 Employees shall not be rostered on call for more than 40% of their off duty hours in any four week period except by mutual agreement on a case by case basis.
- 9.7 Employees who are on call will accrue additional leave at a rate of 1 day leave for every 230 qualifying hours on call, up to a maximum of 5 days leave (1150 qualifying hours on call) per annum. At the end of each year any hours worked on call by a Sonographer which have not been attributed to a day's leave will carry over into the following year. The hours will then be used as part of the calculation to qualify the Sonographer for the next additional days leave.

Where a Sonographer has achieved the maximum of 5 leave days in any one year additional hours will not be carried over and the calculation of on call hours will start again at the beginning of the next applicable year.

- 9.8 Where an employee participates on an oncall roster:
- 9.8.1 half the cost of a single telephone rental shall be reimbursed to the employee by the employer, and a long range locator provided or
- 9.8.2 A cell phone or similar device shall be made available to the employee at no expense to the employee.
- 9.8.3 Where an employee on call over a weekend considers that, as a result of the amount of call back work undertaken and despite any break provided under clause 9.2, they are too fatigued to return to work and work safely then they shall raise this with their immediate manager and arrangements shall be agreed to address and mitigate the personal and professional risks associated with this situation. These arrangements may include not being required to work their rostered shift (in full or part) without deduction or loss of pay.

10.0 WEEKEND WORK PENALTY CLAUSE

- 10.1 For the purpose of this clause a weekend duty means any duty in which the majority of hours worked fall between 2000 hours Friday and 0600 hours Monday.
- 10.2 Except where an employee is rostered to work one or more duties on four consecutive weekends, then a penalty payment of \$50 per weekend duty, for the fourth and subsequent weekends shall apply until there has been one weekend with no rostered duties. This Clause shall apply to On Call work in weekends.

11.0 HIGHER DUTIES ALLOWANCE

11.1 Where the charge sonographer is absent due to leave, sickness etc, and another sonographer is appointed to co-ordinate the shift in her/his absence, this person shall be paid an allowance of \$25.00 per shift in addition to the remuneration normally paid for such a shift.

11.2 Where another sonographer is designated by the employer to perform the duties of the absent charge Sonographer for more than five consecutive days, a higher duties allowance of the difference between their current salary and the minimum salary for a Charge Sonographer will be paid unless this results in a lesser daily payment than under clause 11.1.

12.0 REIMBURSEMENT OF EXPENSES ON EMPLOYER BUSINESS

12.1 Employees who are instructed to use their private motor vehicle on employer business shall be paid a motor vehicle allowance as promulgated from time to time by the IRD.

12.2 When employees are required to leave and return to their normal place of work on the same day on employer business, they shall be reimbursed for actual and reasonable expenses.

12.3 In all other circumstances with the prior approval of the employer, actual and reasonable expenses incurred while on the business of the employer shall be reimbursed.

12.4 Health service employees who are transferring on promotion between employers or transferring on promotion within an employer shall be entitled upon application to actual and reasonable expenses as agreed prior to appointment between the parties and incurred in the transfer of the employee, the employee's family and the employee's furniture and effects to the new location.

12.5 Refund of Annual Practising Certificate and Professional Fees

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

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

12.6 The employer shall reimburse to the employee the annual costs of membership of one appropriate professional organisation up to a maximum of \$500 per annum upon production of receipts. Where an employee also undertakes ordinary hours work in the private sector, the sum of 500 shall be pro rated down equivalent to the hours worked in private (e.g. if working 2/10ths in private, reimbursement shall be to a maximum of \$400).

12.7 The employer shall reimburse the costs of professional medical indemnity insurance to the employee to a maximum of \$250 per annum.

13.0 MEAL ALLOWANCE

A shift worker who works a qualifying shift of 8 hours or more 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.

14.0 RETIRING GRATUITIES

The employer shall pay a retiring gratuity to staff retiring from the employer who have had no less than 10 years' service.

14.1 Notwithstanding the above, employees of the employer employed prior to 24 April 1991 shall continue to have all periods of service recognised prior to that date credited for the purpose of calculating retirement gratuities.

- 14.2 For the purposes of establishing eligibility for a gratuity, total DHB service may be aggregated, whether this is part-time or whole-time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.
- 14.3 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.
- 14.4 Gratuities shall be paid to the partner or if no surviving partner, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Partner is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.
- 14.5 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 into account in the calculation shall be deducted.
- 14.6 For the purposes of calculating the amount of gratuity which the employer may pay, the rate of pay on retirement shall be the basic rates of salary or wages plus adult allowance, dependants allowance and training allowance.
- 14.7 An employee who is granted leave without pay and whom remains in the service of the employer will, on retirement, have such leave aggregated with other service for gratuity purposes.
- 14.8 Where any employee with more than 10 years service resigns from Te Whatu Ora, the employer shall consider the payment of a half gratuity, in exceptional circumstances. Such exceptional circumstances would not usually include resignation to take up other employment.

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.

PART FOUR - PROVISIONS RELATING TO LEAVE

WHOLE HOLIDAYS

15.0 PUBLIC HOLIDAYS

15.1 The following days shall be observed as public holidays:

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

15.1.1 When any of the above holidays fall on a Saturday or Sunday, they shall be observed on the following Monday or Tuesday as provided in s9 of the Holidays Act 1981 ("transferred public holidays").

15.1.2 Except that for employees whose hours of work are ordinarily rostered or scheduled to work over any seven days of the week ("seven day employees"), Christmas Day (25 December), Boxing Day (26 December), New Year's Day (1 January), 2 January, Waitangi Day and Anzac Day shall be observed on the day on which they fall.

15.1.3 For seven day employees, where Christmas Day (25 December), Boxing Day (26 December), New Year's Day (1 January), 2 January, Waitangi Day and/or Anzac Day fall on a Saturday or Sunday, and the employee works on the following Monday and/or Tuesday, which for other employees would be a transferred public holiday in accordance with subclause 15.1.1, the employee shall be paid at half the normal hourly rate of pay (+half) in addition to the normal hourly rate of pay.

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

15.2 Employees required to work on public holidays - All work performed on public holidays shall be paid at normal pay plus T1 plus a day off at a later date convenient to the employer.

15.3 Public holidays falling during leave or time off -

15.3.1 **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.

15.3.2 **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.

15.3.3 **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.

15.3.4 **Off duty day** - Except where the provisions of 15.1 above 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.

15.4 Equivalent time off in lieu of whole holidays is to be treated the same as annual leave in respect of the rules regarding accumulation (refer to clause 16.2.4.)

16.0 ANNUAL LEAVE

16.1 Subject to 16.2 below, employees shall be granted leave of absence on full pay in respect of each leave year as follows:

- With under five years' service - 4 weeks
- For years 5 and more service - 5 weeks

16.2 Conditions

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

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

16.2.3 The employer may permit all or part of the annual leave accruing in respect of a leave year to be postponed to the next following year, but the annual leave entitlement at any one time shall not exceed the total of annual leave accruing in respect of two leave years. **Provided** that, where an employee is on continuous leave without pay due to illness or accident the employee will be permitted to take or accumulate leave for up to two years. After this, an employee will not qualify for any further period of leave until duty is resumed.

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

16.2.5 Except where the employer approves, where an employee is absent on special leave, whether with or without pay (i.e., including leave for study awards but excluding sick, accident or military leave) for an intermittent or continuous period of more than 35 days (including Saturdays and Sundays) during a leave year, annual leave shall be reduced in accordance with the scale below.

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

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

16.3 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.

- 16.4 Anticipation of Annual Leave for Overseas Trip: An employee with over 20 years current continuous service may anticipate one years annual leave entitlement for the purpose of taking a trip overseas.
- 16.5 Payment in lieu of annual leave for some casual employees – casual employees shall be paid 8% of gross taxable earnings in lieu of annual leave, to be added to each fortnightly or weekly wage payment, where they meet the requirements of s.28 of the Holidays Act 2003.
- 16.6 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.

17.0 SICK LEAVE

17.1 Conditions

- 17.1.1 In accordance with the Holidays Act 2003 (as amended) on appointment an employee shall be entitled to ten (10) working days leave for sickness during the first twelve months of employment, and up to an additional ten (10) working days for each subsequent twelve-month period. The maximum accumulation of unused sick leave is 260 working days.
- 17.1.2 The employee shall be paid for minimum statutory sick leave entitlements as prescribed in the Holidays Act 2003. Additional contractual or discretionary sick leave that is taken shall be paid at the normal rates of pay (T1 rate only).
- 17.1.3 Production of a medical certificate or other evidence of illness, may be required by the employer.
- 17.1.4 Sick leave from previous service shall be credited on appointment provided that the remaining sick leave entitlement is greater than zero. The length of service means the aggregate period of service, whether continuous or intermittent, as defined in clause 3 subject to:
- (i) Production of a certificate of previous service.
 - (ii) Debiting of sick leave already granted.
- 17.1.5 Where an employee is incapacitated by sickness or injury arising out of and in the course of employment, salary may be paid at the discretion of the employer.
- 17.1.6 Where an employee is suffering from an illness which could have a detrimental effect on the patients in the employer's care, the employer may, at their discretion, either:
- (i) Place the employee on suitable alternative duties.
 - (ii) 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.

17.2 Additional Discretionary Leave

- 17.2.1 In the event an employee has no entitlement left, they are entitled to apply for up to ten 10 days' discretionary leave per annum. The employer recognises that discretionary sick leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted. The first five (5) days of discretionary leave shall be approved on the same basis as leave under clause 17.1.
- 17.2.2 In considering the next five (5) days' discretionary leave the employer shall take into account the following:
- the employee's length of service
 - the employee's attendance record

- the consequences of not providing the leave
- any unusual and/or extenuating circumstances

17.2.3 Requests should be considered at the closest possible level of delegation to the employee and in the quickest time possible. Reasons for a refusal shall, when requested by the employee, be given in writing and before refusing a request, the decision maker is expected to seek appropriate guidance.

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

17.3 Incapacitated Dependants

17.3.1 The employer may grant an employee leave on pay as a charge against sick leave entitlement when the employee must attend a person who through illness/injury becomes dependent on the employee. This person would in most cases be the employee's child or partner but may be another member of the employee's family or household.

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

17.4 Sick Leave In Relation To Annual Leave

17.4.1 When sickness occurs during annual leave the employer shall permit the period of sickness to be debited against sick leave entitlement, except where the sickness occurs during leave following resignation, provided:

- (i) The period of sickness is more than three days.
- (ii) A medical certificate is produced, showing the nature and duration of the illness.

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

17.5 Debiting Sick Leave

Sick leave is to be debited to an hour for hour basis except that absences of less than 2 hours shall not be debited against sick leave.

17.6 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.

17.7 Sick Leave For Part-Time Employees

17.1.1 Part-time employees are entitled to the full sick leave entitlement (in days).

17.1.2 When they are absent due to sickness they are to be paid the hours they would have worked.

18.0 BEREAVEMENT/TANGIHANGA LEAVE

18.1 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.

- 18.2 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of 18.1 above. This provision will not apply if the employee is on leave without pay.
- 18.3 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner.

19.0 PARENTAL LEAVE

- 19.1 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 19, provided that where this clause 19 is more favourable to the employee, the provisions of this clause 19 shall prevail. Employees should seek the advice of their manager, Human Resources or APEX in applying for parental leave. Advice on parental leave is also available from Employment New Zealand. Advice on parental leave payments is available from the Inland Revenue Department.
- 19.2 Entitlement and eligibility - Provided that the employee assumes or intends to assume the primary care as defined in the Act, or is the primary carer or partner of a primary carer, the entitlement to parental leave is:
- (a) in respect of every child born to them or their partner;
 - (b) in respect of every child under six years of age, where the employee becomes a primary carer for the child;
 - (c) where two or more children are born at the same time or where the employee becomes a primary carer for two or more children under six years of age within a one-month period, for the purposes of these provisions the employee's entitlement shall be the same as if there were only one child.
- 19.3
- (a) Parental leave of up to twelve months is to be granted to employees with at least one year's service at the time of commencing leave.
 - (b) Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave.
Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer.
 - (c) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer. The parental leave may be taken in more than one continuous period, with the start and finish dates of each additional period, and any extension of parental leave past the anniversary date of the commencement of parental leave, to be agreed between the employer and the employee.
 - (d) Pursuant to Part 3 (A) of the Act employees who are not entitled to primary carer leave may request a period of negotiated carer leave from their employment. Negotiated carer leave may enable the employee to receive parental leave payments from IRD if they meet the parental leave payment threshold test.
- 19.4 In cases of adoption of children of under six years of age, parental leave shall be granted in terms of 19.2 and 19.3 above, providing that fourteen days-notice is given before the employee intends to assume the responsibility for the care of the child. Evidence of an approved primary care placement shall be provided to the employer's satisfaction.
- 19.5 Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner or midwife certifying the expected date of delivery. The provision may be waived where the employee becomes a primary carer for a child under the age of six or in circumstances outside the control of the employee.

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

19.7 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.

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

19.9 Job protection -

- (a) Subject to 19.10 below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:
 - (i) at the equivalent salary, grading;
 - (ii) at the equivalent weekly hours of duty;
 - (iii) in the same location or other location within reasonable commuting distance; and
 - (iv) involving responsibilities broadly comparable to those experienced in the previous position.
- (b) Where applicable, employees shall continue to be awarded increments when their incremental date falls during absence on parental leave.

19.10

- (a) Where possible, the employer must hold the employee's position open or fill it temporarily until the employee's return from parental leave. However, in the event that the employee's position is a "key position", the employer may fill the position on a permanent basis if they meet the requirements set out in the Act.
- (b) Where the employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 21.9 (a) above) is not available, the employer may approve one of the following options:
 - (i) an extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or
 - (ii) an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 21.10(b)(i) above for up to 12 months; or
 - (iii) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 21.10(b)(i) above for up to 12 months: provided that, if a different position is accepted and within the period of extended parental leave in terms of 21.10(b)(i), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or
 - (iv) where extended parental leave in terms of 21.10(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 28 of this contract.

19.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 21.9(a) above, parental leave shall cease.

19.12 Where, for reasons pertaining to the pregnancy, an employee on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to starting parental

leave, then the guaranteed proportion of full-time employment after parental leave shall be the same as that immediately prior to such enforced reduction in hours.

- 19.13 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.
- 19.14 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.
- 19.15 Paid Parental Leave – Where an employee takes parental leave under this clause, meets the eligibility criteria in 19.2 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full-time) for a period of up to 14 weeks.

Employees who negotiate carer leave under Part 3 (A) of the Act are not eligible for the Parental Leave payment under Clause 19.15.

These payments shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata if appropriate) applicable to the employee for the six weeks immediately prior to commencement of parental leave. From 1 June 2017 an employee who takes a period of paid leave (e.g. annual leave) at the start of his or her parental leave may elect to start his or her parental leave payment period on the day after the date on which that period of paid leave ends, even if it is later than the child's arrival or due date.

These payments shall only be made in respect of the period for which the employee is on parental leave and in receipt of the statutory payment if this is less than 14 weeks. Where 19.3(c) applies and both partners are employed by the employer, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

20.0 REAPPOINTMENT AFTER ABSENCE DUE TO CHILDCARE

- 20.1 Employees who resign to care for a dependent pre-school child or children may apply to their 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.
- 20.2 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.
- 20.3 Parental leave is a distinct and separate entitlement from childcare absence. Some employees may choose to resign rather than take parental leave. In this case they shall be credited with one additional year or six additional months of childcare absence in lieu of each parental leave entitlement. Should an employee resign during the course of parental leave they shall similarly be credited with a period of absence in lieu of the remainder of their parental leave entitlement.
- 20.4 An employee may resign more than once for childcare reasons and qualify each time for the preferential re-entry rights provided that the total time away from work does not in aggregate exceed four years.
- 20.5 If two persons caring for the same dependent child or children are employees of the employer, they are jointly eligible for a total of four years' childcare absence plus any additional periods of absence in lieu of parental leave.

- 20.6 Wherever possible notice of intention to return to employment should be given upon resignation for childcare reasons. However, those who, for whatever reason, fail to give such notice shall not incur any penalty or disadvantage in their application for re-entry.
- 20.7 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.
- 20.8 This application for reappointment must be accompanied by:
- (a) the birth certificate of the pre-school child or children;
 - (b) 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 employer's discretion.
- 20.9 On receiving an application for preferential appointment, the employer shall acknowledge receipt of the application and confirm the employee's eligibility for re-entry within 21 days of receipt of such notice. Applicants must be informed at this point that:
- (a) if they are not appointed to a vacancy within three months after the expiry of the notice given in 20.7 above the benefits of these provisions lapse; and
 - (b) they are required to renew notice of intention to work at least one month prior to the intended date of return.
- 20.10 The employer shall acknowledge the notice given in 20.9(b) at least 14 days prior to the intended date of return informing the applicant as to whether or not a suitable vacancy exists.
- 20.11 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.
- 20.12 Where:
- (a) the applicant meets the criteria for eligibility; and
 - (b) 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
 - (c) 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.
- 20.13 There shall be no right of review against the appointment of an applicant under these provisions unless the applicant is appointed to a position at a higher grade than that held at the time of resigning. For the purposes of this clause, a "higher grade" is one whose maximum salary is higher than the current maximum salary of the grade of the previously held position.
- 20.14 Should a vacancy deemed suitable by the employer and offered to an applicant not be acceptable to the applicant, s/he shall be afforded access to the State Services Vacancies Circular until eligibility for preferential re-entry rights lapses and have the right to apply for advertised vacancies within the area. These applications must be accompanied by official confirmation of eligibility. Under these circumstances the appointment of the applicant shall be treated as a normal appointment of an employee. Normal rights of review (of other applicants) shall apply.

- 20.15 Where a suitable vacancy is not available, the employer is required to notify the applicant as soon as possible and no later than 14 days prior to the intended date of resumption of duties.
- 20.16 Applicants for preferential re-entry rights do not have a right of review against their non-appointment.
- 20.17 Absence for childcare reasons will interrupt service but not break it.
- 20.18 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.

21.0 JURY SERVICE LEAVE

- 21.1 Employees called on for jury service leave 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.
- 21.2 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.
- 21.3 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.
- 21.4 Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practical.

22.0 ACCIDENT LEAVE

- 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 employer 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.
- 22.2 Where an employee has no sick leave and is off work due to a work related accident, The employer will give favourable consideration to providing additional leave.
- 22.3 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 pay rate during the period of incapacitation. This leave shall be taken as a charge against Accident Leave.
- 22.4 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.

23.0 STUDY – EDUCATION LEAVE AND EXPENSES

23.1 The employer is committed to Continuing Medical Education (CME) and the ongoing professional development of its employees.

23.2 Employees shall be entitled to a minimum of 7 days approved Education Leave each year,

23.2.1 For the purpose of international travel reasonable travelling time to and from the CME event shall be provided in addition to the above entitlement.

23.2.2 Compulsory requirements are not included in the above allocation.

23.2.3 Employees may use education leave during rostered days off, or if part time, days on which they do not normally work resulting in their being paid for these days, such payment being deducted from the 7 days allocated.

23.3 Trainee sonographer provisions:

23.3.1 The employer shall refund the costs of one ASA or ASUM conference during an employees training programme including accommodation and travel costs to the conference.

23.3.2 The employer shall reimburse all the costs of training including training / educational provider costs, training courses and examination fees, and all actual and reasonable travel and accommodation costs.

23.3.3 Participation in any such training shall be subject to the prior approval of the appropriate manager.

23.3.4 4 hours a week shall be rostered for personal study time for the Trainee Sonographers. Where endorsed by the clinical tutor the manager has discretion to grant a trainee up to 16 additional hours study leave in the week prior to their final written examination or for completing internal assessment.

23.4 Sonographers shall be entitled to reimbursement for all travel, accommodation, fees and expenses incurred in CME to a maximum of \$2800 per annum as per the following provisions.

23.4.1 This entitlement may be accumulated to a maximum of \$8400 over a three year period.

23.4.2 Where an employee also undertakes ordinary hours work in the private sector, the sum of \$2800 shall be pro rated down equivalent to the hours worked in private (e.g. if working 2/10ths in private, reimbursement shall be to a maximum of \$2240)

23.4.3 Sonographers working across Districts shall be entitled to a combined employer payment to a maximum of \$2800 per annum in total.

23.4.4 The sonographer who is to attend a course of study or conference shall present formal feedback via a presentation or practical teaching sessions as discussed and agreed with their manager.

23.4.5 All unused CME funds at each of the three Districts, at the end of each year, will be pooled into a general fund and held at each of the three Districts. The pooled funds will be for the use of Sonographers to assist them to meet their CPD requirements over and above their individual allowances

The unused funds will be pooled from CME allowances not used due to a Sonographer

- Reducing their full time equivalent hours;
- Leaving the employer;
- Not using their full accumulated CME funds at the end of the three year period

CME Pooled Fund Administration

The CME pool shall be administered by a CME Pool Fund Committee (the Committee) in each respective District by the service manager, Charge/Team Leader, APEX Delegate and Sonographers in a manner agreed by APEX and the District concerned. This agreement shall be confirmed in writing by the parties.

The chair of the committee shall be rotated between a Manager and Sonographer annually unless agreed otherwise and confirmed in the local committee agreement.

Management of the pool must at least provide the following:

- a) Ensure that required continuing professional development is achieved and maintained by employees; and
- b) Is managed in a fair transparent and consistent manner, and
- c) The Committee shall maintain a standard reporting record that includes
 - Full financial detailing the level and use of expenditure; and
 - Any declined applications and the reason for declination
- d) The reporting record shall be made available to APEX on request

23.5 In addition, on application to the employer, the employer may grant employees study leave and some financial assistance to enable employees to complete qualifications, to attend courses, conferences and seminars and to undertake research or projects.

If the employer requires an employee to attain an additional qualification, the employer will meet the course costs for obtaining that qualification. It is expected that the employer and employee will formally agree any other course related expenses, including study leave that will be required to ensure the employee is positioned to obtain the qualification.

24.0 EMPLOYEE REPRESENTATIVES EDUCATION LEAVE

The employer shall grant leave on pay for employees' party to this collective agreement to attend courses authorised by APEX to facilitate the employee's education and training as employee representatives in the workplace.

The number of days education leave shall be derived from the formula contained in Section 7 of the Employment Relations Act 2000.

25.0 EMPLOYEE REPRESENTATIVES BOARD LEAVE

Employees shall be granted reasonable leave on pay to attend meetings and associated duties arising out of the employees membership of professional boards, tribunals or equivalent, including competency, examination and registration boards or equivalent.

26.0 LONG SERVICE LEAVE

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

26.1.1 on the completion of ten (10) years of current continuous service, two weeks of long service leave; and

26.1.2 on each subsequent five (5) years of current continuous service, one weeks of long service leave.

26.2 Unused leave after 5 years of it falling due shall be forfeited.

- 26.3 Long service leave must be taken in one period (except that an employee recalled from leave because of an emergency) and at a time mutually convenient to the employer and employee within five years of allocation.
- 26.4 Any long service leave that the employee has received under the previous entitlement shall be deducted from the allocation under clause 26.1 and any residue shall be allocated to the employee.

PART FIVE - TERMS OF EMPLOYMENT

27.0 UNIFORMS AND PROTECTIVE CLOTHING

Where the employer requires an employee to wear a particular uniform, this shall be supplied and laundered free of charge but shall remain the property of the employer.

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

Auckland District will provide uniforms for Sonographers.

28.0 STOPWORK MEETINGS

28.1 Subject to subsections 28.2 to 28.5, the employer shall allow every employee covered by this collective 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.

28.2 The representative shall give the employer at least 14 days' notice of the date and time of any meeting to which subsection 28.1 is to apply.

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

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

28.5 Only 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 on request with a list of employees who attended and shall advise the employer of the time the meeting finished.

29.0 PAYMENT OF WAGES

29.1 All wages shall be paid two weekly (14 day), no later than Thursday and where practicable shall be paid within working hours.

29.2 Each employee shall be supplied with a statement showing details of earnings, allowances and deductions for each pay period.

29.3 Wages shall be paid by cheque or direct lodgement at a financial institution to the credit of an account nominated, in writing, by the employee. Such authority may be withdrawn or altered by the employee at any time by application, in writing, specifying the alterations or cancellations required.

29.4 All wages shall be paid immediately following the dismissal of an employee. When an employee leaves of their own accord they shall be paid on the final day of their employment, all monies owing them.

30.0 Employment Protection Provisions

The provisions of Part 6A, "Continuity of employment if employer's business restructured" of the Employment Relations Act 2000 (as at 3 December 2007), and Schedule 1B, parts 19, 20 and 21 of the same Act shall apply.

31.0 STAFF SURPLUS

31.1 When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in subclause 31.5 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.

31.2 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:

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

(a) has offered the employee employment in the business or the part being sold or transferred; and

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

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

(a) any service related conditions; and

(b) any conditions relating to redundancy; and

(c) any conditions relating to superannuation - under the employment being terminated; and

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

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

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

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

31.4 Upon written request the following information shall be made available to the employee representative if nominated:

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

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

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

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

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in subclause 31.12 will be applied as a package.

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

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

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

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

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

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

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

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

31.10 Retraining:

- 31.10.1 Where a skill shortage is identified, the employer may offer a surplus employee retraining to meet that skill shortage with financial assistance up to the maintenance of full salary plus appropriate training expenses. It may not be practical to offer retraining to some employees identified as surplus. The employer needs to make decisions on the basis of cost, the availability of appropriate training schemes and the suitability of individuals for retraining.
- 31.10.2 If an employee is redeployed to a position which is similar to his or her previous one, any retraining may be minimal, taking the form of "on the job" training such as induction or inservice education. Where an employee is deployed to a new occupation or a dissimilar position the Employer should consider such forms of retraining as in-service education, block courses or night courses at a technical institute, nursing bridging programmes, etc.
- 31.11 Enhanced Early Retirement
- 31.11.1 Employees are eligible if they are within 10 years of retirement and have a minimum of ten years' total aggregated service with Te Whatu Ora, the DHB, HHS, CHE, an Area Health Board or Hospital Board and with one or more of the following services:
- (a) Public Service
 - (b) New Zealand Post Office
 - (c) New Zealand Railways
 - (d) any University in New Zealand
 - (e) any Health Centre in any New Zealand Polytechnic or College of Education but excludes any service with any of the above services or with any DHB which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services or from any DHB.
- 31.11.2 Membership of a superannuation scheme is not required for eligibility.
- 31.11.3 The provisions of clause 14.0 (Retiring Gratuities) shall apply and in addition, the employee shall receive the following:
- (a) 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months in lieu of notice. This payment is regardless of length of service; and
 - (b) 12 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months service; and
 - (c) 4 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one up to a maximum of 19; and
 - (d) Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.
- NB: The total amount paid to employees under this provision shall not exceed the total basic salary (T1 rate only) the employee would have received between their actual retirement and the date of their compulsory retirement.
- (e) If the employee has ten or more years' service, the full retiring gratuity set out in the scale contained in clause 14 shall be paid.
 - (f) Outstanding annual leave may be separately cashed -up.
- 31.12 Severance - Payment will be made in accordance with the following:

31.12.1 "Service" for the purposes of this subclause 31.12 means total aggregated service with the employing District of Te Whatu Ora, DHB, HHS, CHE, an Area Health Board or Hospital Board and with one or more of the following services:

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

31.12.2 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment shall only be made where the requisite notice cannot be given. Notice that is of a lesser period than required by this document shall require the employer to pay an amount proportionate to the ungiven period of notice. This payment is regardless of length of service; and

31.12.3 12 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and

31.12.4 4 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and

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

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

31.12.6 If the employee has ten or more years' service, the full retiring gratuity as set out in the scale contained in clause 14.0 shall be paid.

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

31.12.8 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).

31.12.9 Outstanding annual leave may be separately cashed up.

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

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

32.0 DEDUCTION OF UNION FEES

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

PART SIX - OTHER PROVISIONS

33.0 HEALTH AND SAFETY

The parties to this collective agreement acknowledge their respective obligations and responsibilities under the Occupational Safety and Health legislative provisions, and will work co-operatively to continuously improve standards in managing avoidable risk.

A protocol to reduce the risk associated with RSI is attached as schedule 1

34.0 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

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

34.2 Definitions

- (a) An “employment relationship problem” includes
- (i) A personal grievance;
 - (ii) A dispute;
 - (iii) Any other problem relating to or arising out of the employment relationship

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

- (b) A “personal grievance” means a claim that an employee
- (i) Has been unjustifiably dismissed; or
 - (ii) Has had their employment or conditions of employment affected to their disadvantage by some unjustifiable action of the employer; or
 - (iii) Has been discriminated against in his/her employment; or
 - (iv) Has been sexually harassed in his/her employment; or
 - (v) Has been racially harassed in his/her employment; or
 - (vi) Has been subjected to duress in relation to union membership.

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

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

34.3 Time limit on raising personal grievance.

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

34.4 Raising employment relationship problems

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

34.5 Mediation

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

34.6 Employment Relations Authority

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

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

34.7 PERSONAL GRIEVANCES

34.7.1 Personal Grievance - Definitions

- (a) for the purposes of this clause, "personal grievance" means any grievance that an employee may have against the employee's employer or former employer because of a claim:
 - (i) That the employee has been unjustifiably dismissed or
 - (ii) That the employee's employment, or one or more conditions thereof, is or are affected to the employee's disadvantage by some unjustifiable action by the employer (not being an action deriving solely from the interpretation, application, or operation, or disputed interpretation, application, or operation, of any provision of this collective agreement) or
 - (iii) That the employee has been discriminated against in the employee's employment or
 - (iv) That the employee has been sexually harassed in the employee's employment or
 - (v) That the employee has been subject to duress in the employee's employment in relation to membership or non - membership of an employee's organisation.
- (b) For the purposes of this clause, a "representative", in relation to an employer and in relation to an alleged personal grievance, means a person:
 - (i) Who is employed by that employer and
 - (ii) Who either:
 - (A) has authority over the employee alleging the grievance or
 - (B) Is in a position of authority over other workers in the workplace of the employee alleging the grievance.

34.7.2 Discrimination -

- (a) For the purposes of this Clause, an employee is discriminated against in that employee's employment if the employee's employer or representative of that employer:
 - (i) Refuses or omits to offer or afford to that employee the same terms of employment, conditions of work, fringe benefits, or opportunities for training, promotion, and transfer as are made available for other workers of the same or substantially similar qualifications, experience, or skills employed in the same or substantially similar circumstances or
 - (ii) Dismisses that employee or subjects that employee to any detriment, in circumstances in which other workers employed by that employer on work of that description are not or would not be dismissed or subjected to such detriment - by reason of the colour, race, ethnic or national origins, sex, marital status, or religious or ethical belief of that employee or by reason of that employee's involvement in employee's organisation activities.
- (b) For the purposes of paragraph (a) of this subclause, an employee is deemed to be involved in employee's organisation activities if, at any time within 12 months before the action complained of, that employee:
 - (i) Was an officer of any employee's organisation or branch thereof, or was a member of the committee of management of any employee's organisation or branch or
 - (ii) Had acted as a negotiator in collective bargaining or
 - (iii) had represented an employee's organisation or a branch thereof in any negotiations between employers and workers or
 - (iv) Was involved in the formation or the proposed formation of an employee's organisation or
 - (iv) Had made or caused to be made a claim for some benefit of a contract or agreement either for that employee or any other employee, or had supported any such claim, whether by giving evidence or otherwise or
 - (vi) had submitted another personal grievance to that employee's employer.
- (c) For the purposes of this subclause, "ethnic or national origins" and "ethical belief" have the meanings assigned to them by the Human Rights Commission Act 1977.

34.7.3 Sexual Harassment -

Sexual harassment is verbal or physical behaviour of a sexual nature which is unwelcome to the receiver and is embarrassing or intrusive. It affects morale, work effectiveness and the right to enjoy a good working environment. Some types of behaviour constituting sexual harassment are listed below;

- (a) Type of Behaviour
 - Sex-oriented jibes or abuse;
 - (i) Offensive gestures or comments;
 - (ii) Unwanted and deliberate physical contact;
 - (iii) Requests for sexual intercourse, including implied or overt promises for preferential treatment or threats concerning present or future employment status.
- (b) Where It May Occur
 - (i) Among co-workers;
 - (ii) Where an employee uses position and authority to take sexual advantage of another employee or to control or affect the career, salary or job of that employee;
 - (iii) In dealing with members of the public. Responsibilities For Supervisors and Complainants

When Dealing With Sexual Harassment

(a)

- (i) It is the responsibility of the employer to maintain a work environment free of unwelcome behaviour and to provide a mechanism for reporting sexual harassment, ensuring a fair investigation and avoiding reprisals against the complainant;
- (ii) Care is to be taken during the investigation of any complaint of sexual harassment and afterwards to prevent any disadvantage to the complainant and care must also be taken to protect the position of other parties if the complaint is found to be unwarranted.

(b) The employer relies on employees at all levels to facilitate and encourage proper standards of personal and ethical conduct in the workplace. Sexual harassment complaints must be taken seriously and handled with sensitivity and impartiality. Behaviour, words and gestures have different meanings in different cultures. What may be acceptable in one culture may not be in another. This needs to be taken into account in the workplace.

34.7.4 Duress - for the purposes of this clause, an employee is subject to duress in that employee's employment in relation to membership or non-membership of an employee's organisation if that employee's employer or a representative of that employer:

- (a) makes membership of an employee's organisation or of a particular employee's organisation a condition to be fulfilled if that employee wishes to retain that employee's employment or
- (b) makes non-membership of an employee's organisation or of a particular employee's organisation a condition to be fulfilled if that employee wishes to retain that employee's employment or
- (c) Exerts undue influence on that employee, or offers, or threatens to withhold, or does withhold, any monetary incentive or advantage to or from that employee, or threatens to or does impose any monetary disadvantage on the employee, with intent to induce that employee:
 - (i) To become or remain a member of an employee's organisation or a particular employee's organisation or
 - (ii) To cease to be a member of an employee's organisation or a particular employee's organisation or
 - (iii) not to become a member of an employee's organisation or a particular employee's organisation or
 - (iv) In the case of an employee who is authorised to act on behalf of employees, not to act on their behalf or to cease to act on their behalf or
 - (v) On account of the fact that the employee is, or, as the case may be, is not, a member of an employees organisation or of a particular employees organisation, to resign from or leave any employment or
 - (vi) To participate in the formation of a new employee's organisation or
 - (vii) Not to participate in the formation of a new employee's organisation.

34.7.5 PROCEDURE

The procedure for resolving both Personal Grievances and for resolving any dispute about the interpretation, application, or operation of the employment agreement shall be as set out as follows.

- (1) Settlement of personal grievance: A personal of any employee bound by this agreement shall be settled in accordance with the procedure set out in clauses 29.5(1) to (8) of this agreement.
- (2) Submission of grievance to employer: Any employee who considers that he or she has grounds for a personal grievance may submit the grievance to the employer or a representative of the employer.
- (3) Time within which personal grievance must be submitted:
 - (a) The grievance shall be submitted within the period of 90 days beginning with the date on which the action alleged to amount to a personal grievance has occurred or has come to the notice of the employee, whichever is the later, so as to enable the employer to remedy the grievance rapidly and as near as possible to the point of origin.
 - (b) If the grievance is not submitted within the period prescribed by (a) above, the employer shall not be obliged to consider the employee's grievance, unless the mediation service grants the employee leave to submit the personal grievance after the expiration of that period. If the mediation service grants leave or if the employer consents to the personal grievance being submitted after the expiration of that period, the employer and employee shall be required to comply with the provisions below.
- (4) Employee's written statement: If the grievance is not settled in discussions between the employee and the employer, the employee shall promptly give to the employer a written statement setting out -
 - (a) The nature of the grievance and
 - (b) The facts giving rise to the grievance and
 - (c) The remedy sought.
- (5) Employer's response: If the employer is not prepared to grant the remedy sought, and the parties have not otherwise settled the grievance, the employer shall as soon as possible, but in any event, not later than the 14th day after the day on which the employer received the employee's written statement, give to the employee a written response setting out -
 - (a) The employer's view of the facts and
 - (b) The reasons why the employer is not prepared to grant the remedy sought.
- (6) Written statements waived: Where the employee and the employer agree in writing to waive the requirement for an exchange of written statements, that agreement shall not in any way effect the further application of this procedure.
- (7) Power to refer personal grievance to Mediation if:
 - (a) The employee is not satisfied with the employer's written response or
 - (b) The employer fails to provide, within 14 days after the day on which the employer receives the employee's written statement, a written response or
 - (c) The employer and employee have agreed to waive the requirement for an exchange of written statements and the employee is not satisfied with the employer's response to the grievance - the employee may refer the grievance to the mediation service in the prescribed manner.

35.0 DISPUTES

- (1) Application of procedure: The procedure set out in clauses 35(1) to (8) of this collective agreement shall apply to a dispute;

- (a) Which is about the interpretation, application or operation of this collective agreement and
 - (b) Which is between any or all of the parties bound by this collective agreement.
- (2) Persons who may invoke procedure: Any person who is a party to this collective agreement may invoke the procedure.
- (3) Submission of dispute to other party: The party invoking the procedure shall advise the other party or parties to the collective agreement of -
- (a) The existence of the dispute and
 - (b) The basis of the dispute and
 - (c) The solution sought in respect of the dispute.
- (4) Meetings: The parties shall then meet to discuss the dispute.
- (5) Written Statement: If the parties fail to resolve the dispute, the party who invoked the procedure shall give to the other party or parties a written statement setting out -
- (a) The nature of the dispute and
 - (b) The relevant facts in relation to the dispute and
 - (c) The solution sought in respect of the dispute.
- (6) Response: If the other party is not prepared or able to provide the solution sought, and the dispute has not otherwise been settled, the other party shall, not later than the 14th day after the day of receiving the written statement of the dispute under clause 5 above, provide a written response setting out -
- (a) That party's view of the facts and
 - (b) The reason why that party is not prepared or able to provide the solution sought.
- (7) Waiver of written statements: Where the parties agree in writing that the exchange of written statements under the preceding provisions is inappropriate or unnecessary, they may dispense with those parts of the procedure.
- (8) Power to refer dispute to mediation: If -
- (a) The party invoking the procedure is not satisfied with the other party's written response or
 - (b) The other party fails to provide, within the 14-day period required, a written response or
 - (c) The parties have agreed to waive the requirements for an exchange of written statements and the party invoking the procedure is not satisfied that the dispute has been resolved, - the party invoking the procedure may refer the dispute to the mediation service in the prescribed manner.

36.0 NOTICE PERIOD

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

37.0 SUPERANNUATION

Schedule One

Reduction of MSI (Musculoskeletal Injuries) Hazards in Ultrasound

PURPOSE

Occupation induced musculoskeletal injuries affect a large number of Sonographers, particularly those with high workloads and those who have been in the profession for a long time.

Sonographers, who scan on a regular basis as do many O&G, musculoskeletal and vascular Sonographers, are not immune from work-induced injury.

This policy is designed to assist in identifying and minimizing the risks associated with scanning challenging patients. The process for risk assessment is also considered as part of the control.

Risk Areas

There are obviously specific areas that should be considered as part of the risk criteria and identified as part of the assessment process.

These are:

1. The room
2. The environment
3. The ultrasound unit
4. Keyboard
5. Monitors
6. Transducers
7. The couch
8. The chair
9. The patient
10. Workload and scheduling

As well as these items the role of the Sonographer is of equal importance & their responsibility for managing their own well being.

The Sonographer

On starting work for Te Whatu Ora in the Ultrasound department, all sonographers should have a base line assessment of their physical wellbeing. This assessment should include an assessment of existing or potential MSI. Questions relating to this will be included in the occupation and health questionnaire.

Within two weeks of starting work as a sonographer, an education sessions should be held with a nominated Te Whatu Ora physiotherapist which educates the sonographer on the such topics as setting up the workplace correctly to their individual requirements and minimizing the risk of MSI.

Sonographers need to think posture all the time. They need to avoid bending, twisting, reaching, lifting, sustained pressure, arm abduction and awkward postures. This is difficult but alternating sitting and standing may assist with this as well as varying scanning techniques and transducer grip.

Sonographers must:

- Take time to adjust all equipment to suit optimal posture and ensure accessories are on hand before beginning to scan.
- Get the patient to move as close to them as possible.
- Lower the couch to reduce arm abduction. This also allows gravity to assist when applying pressure with the transducer and allows for a more comfortable transducer grip. If the arm is abducted, support it either by a cushion or rest on the patient.
- Rest then stretch their hand and wrist during procedures to relax stressed muscles.
- Refocus eyes onto distant objects every few minutes to reduce eye fatigue.
- Avoid where possible performing successive similar ergonomically difficult examinations.
- Take short regular breaks from scanning.
- Stretch before commencing work, during, and in between examinations and at the end of the day.
- Ensure that meal breaks are taken, to completely relax.
- Report and document any pain and discomfort to employers via an Incident report

Sonographers should:

- Seek competent medical advice if they suffer any pain or discomfort. Musculoskeletal injuries caused by the repetitive task of scanning are often not apparent until the end of the day, or at night. These injuries often take a long time to manifest and a long time to resolve, if ever. The severity of an acute injury may be exacerbated by an existing chronic musculoskeletal injury.
- Undertake a stretching, strengthening and aerobic exercise program.
- Exercise appropriately to lessen the chance of getting injured and which may reduce the severity of any injury.
- Ensure a good level of fitness for the demanding work tasks a sonographer performs.
- Discuss with colleagues various techniques, exchange and 'brainstorm' ideas to develop scanning techniques to reduce stress on the body and thus musculoskeletal injuries.
- Allow for different activities within ultrasound work tasks to give your body time to rest and to assist in preventing MSI.
- Read literature available on work place injuries, back care and specifically musculoskeletal injuries in sonography as they contain information of use. There are several web sites with relevant information. (see below)

The Employer

The employer has responsibility to prevent health and safety problems that cause injury or illness through work practice. It is recommended that each department have a nominated physiotherapist who will be available to educate and assist with workplace settings and minimizing MSI. This can be done through the Health and Safety framework within Te Whatu Ora.

The following points will improve the work conditions for Sonographers.

The employer will:

Provide ergonomically safe equipment and a work environment with adequate room, lighting and ventilation .

- Ensure staffing levels and scheduling allow for Sonographers to have adequate work breaks which allows a rest from scanning and assists in reducing repetitive scanning.
- Provide a system for staff to report and document any injuries, whether acute or chronic. These reports must be investigated.
- Consult with Sonographers to discuss and resolve any identified work areas which may create work related injury. Involve external parties with expertise in work place design and ergonomics if required.
- Provide access to literature available on musculoskeletal injuries among Sonographers.

Risk Management

In the event that a staff member identifies an issue which may directly impact on their performance or that may be considered as a risk to their well being, the appropriate Risk Hazard report form should be filled in and submitted to the Team Leader for action.

In the event of an incident the employee needs to document (ideally on the same day) the incident on Te Whatu Ora's incident management system. If employee is unable to document due to injury or illness, then the person in charge must fill in a Te Whatu Ora incident form. The manager or delegated person in charge must notify OHSS the **same** day, of any employee who has a restriction in their work tasks, as the result of a workplace incident.

SOME REVIEW DOCUMENTS

- Baker Joan. 2001. SDMS Speaks out for sonographers at OHSa Hearing on Ergonomic Injury Rules, Society of Diagnostic Medical Sonographers Website. 22/1/2001. www.sdms.org.
- Gibson Malcolm. 2000. The Sonographers Working Environment. Australian Sonographers Association Sound Effects. September 2000.
- Gregory Val. 1998. Musculoskeletal Injuries: An Occupational Health and Safety issue in Sonography. Australian Sonographers Association Sound Effects. September 1998.30-34.
- Gregory Val. Occupational Health and Safety Update. Australian Sonographers Association Sound Effects. December 1999. 42-42.
- Lilji W. Ergonomics in Ultrasound. 1992. Australian Society of Ultrasound in Medicine. 15(2),9-10.
- Magnavita Nicola, Bevilacqua. I. Poaletta. M, Adriano. F, Nicolo C. 1999. Work-Related Musculoskeletal Complaints in Sonologists. Journal of Occupational and Environmental Medicine. Vol. 41 No 11 981-988.
- Mc Farlane David. 1997. A survey of the Musculoskeletal Syndrome of Sonographers in the Ultrasound Section of the Radiology Department at Royal Prince Alfred Hospital. Workcover Authority (NSW).
- Mercer Brian, Marcella Christopher, Carney Dennis & McDonald Robert. 1998, Occupational Health Hazards to the Sonographer and there possible Prevention. Acuson online CMEs. March.
- Necas Martin. 1996. Musculoskeletal Symptomatology and Repetitive Strain Injury in Diagnostic Medical Sonographers. A Pilot Study in Washington and Oregon. Journal of Diagnostic Medical Sonography. Vol. 12(6), 266-273.
- Pike Ian, Russo Andre, Berkowitz Jonathan, Baker Joan, Lessoway Vickie. 1997. The Prevalence of Musculoskeletal Disorders Among Diagnostic Medical Sonographers. Journal of Diagnostic Medical Ultrasound . Vol 13 219-227.
- Stieler Geoffrey. 1998. Ergonomics in Ultrasound. Australasian Society for Ultrasound in Medicine Bulletin. Vol 1 No 4. 22-27.
- Vanderpool Heidi E. 1993. Prevalence of Carpal Tunnel Syndrome and Other Work Related Problems in Cardiac Sonographers. Journal of Occupational Medicine. Volume 35(6), 604-610.
- Wihlidal Lois M, Shrawan Kumar. 1997. An injury profile of practicing diagnostic sonographers in Alberta. International Journal of Industrial Ergonomics. 19, 205-126.
- ASUM Guidelines for Reducing Injuries to Sonographers July 2008

WEB SITES

Society Of Diagnostic Sonographers <http://www.sdms.org/> and go to workzones
Australian Sonographer Association <http://www.a-s-a.com.au>

ULTRASOUND SCANNING OF THE OBESE, UNCOOPERATIVE OR TECHNICALLY CHALLENGING PATIENT

PURPOSE

Demographics within the Auckland region have shown a consistent rise in the level of obesity amongst the patients being referred to the Ultrasound service for scanning. It could be strongly argued that the increase in the number of patients who are over weight and requiring scanning is reflected in the incidence of staff injury. As a result the following guidelines and criteria have been developed to minimise further continued risk of injury to Sonographers.

This is intended to include patients who pose technical problems, because they are uncooperative, immobile, large or have a clinical situation making scanning problematic, for example free air in the abdomen.

A BMI greater than 35 should serve as a potential flag for difficulty, but does not necessarily preclude scanning.

It should be noted that patients in this category may also be unsuitable for other modalities, such as CT or MRI because of size or difficulty.

RESPONSIBILITY

All Sonographers, SMO's & RMO's

PROCEDURE

The ultimate aim is to establish a cohesive view as to what is reasonable and possible using ultrasound without increasing the risk of staff injury.

The radiology report should reflect any difficulty, make recommendations as to the likelihood of further ultrasound being useful, and offer alternatives where indicated for other forms of imaging or methods of investigation. It is expected that supervising clinicians will support Sonographers in this difficult group of patients to prevent work related injury.

Process

A patient at increased likelihood of causing Sonographer injury is to be defined when:

- **obtaining routine imaging is not possible without excessive or prolonged compression force by the Sonographer.**

When this situation arises, the supporting clinician must be notified.

Sonographer

In the first instance it is suggested that imaging default to real-time scanning with a limited range of selected images to archive. There may be a place for cine-loop or volume scanning to reduce potential injury risk.

A limited imaging protocol targeted to the clinical question should be considered, for example: Right upper quadrant pain to include the gall bladder, limited evaluation of the liver, right kidney.

Reporting Clinician

The report should contain information as to the limited nature of the scan and that a reasonable level of effort has been pursued. The supervising clinician may choose to undertake further imaging to augment that already performed, or default to another modality and this should be discussed with a Radiologist.

It is not acceptable to ask the Sonographer to continue scanning where he or she may be at risk of work related injury.

Schedule Two
After-hours agreement for Ultrasound Services
at Auckland DHB's Radiology Service (dated December 2019)
ULTRASOUND AFTER-HOURS AGREEMENT

Background

Historically the Ultrasound Service within Auckland DHB Radiology has provided a 08:00 – 17:00 Service Monday – Friday with service outside of these hours being provided by the after-hours radiology registrar.

Ultrasound will now provide extended hours of service to meet the following clinical needs of the hospital:

- More timely and accurate diagnosis of patients presenting to our Emergency Department where Ultrasound is the gold-standard for many clinical presentations.
- Quicker ultrasound assessment for patients who could potentially be discharged home at an earlier time.

In order to provide this service a shift roster will be introduced to include work on weekends.

The Agreement

Following consultation with the Sonographers affected it was agreed;

- Qualified sonographers will be included in a weekend shift roster.
- In accordance with the rostering provisions outlined in section 4 of the APEX MECA covering Sonographers, the ordinary hours of work shall be 40 and not more than 8 hours per day with two consecutive days off per week.
- Rosters will be posted at least 4 weeks in advance and implemented effective from Saturday 28th July.
- The weekend shifts will be from 08:30 – 5pm Saturday and Sunday within the Ultrasound Service.
- All new employees to Auckland DHB will be included in the weekend roster as per mutual agreement at time of offer of employment.

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

- Any shift work performed during a period which is not overtime that meets any of the following criteria qualifies for additional leave if:
 - (a) the shift work performed each day extends over at least 13 continuous hours, and is performed by two or more workers working rostered shifts, and the shift involves at least two hours of work performed outside the hours of 8 a.m. to 5.00 p.m.

- (b) the shift work does not extend over at least 13 continuous hours each day but at least four hours of the shift work are performed outside the hours of 8 a.m. to 5.00 p.m.
- (c) the shift work performed is rostered and rotating, and extends over at least 15 continuous hours each day, and not less than 40% of the hours worked in the period covered by the roster cycle is outside the hours of 8 a.m. to 5.00 p.m.

The following additional leave is granted:

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

- Shift workers who work alternating shifts may qualify for additional leave according to the number of shift changes occurring during the year provided that employees who alternate on shifts which fall wholly between the hours of 6 a.m. and 6 p.m. will not qualify for extra leave.

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

Shift Changes each year	Number of days additional leave p.a.
40 changes and over	5
32-39 changes and over	4
24-31 changes and over	3
16-23 changes and over	2
8-15 changes and over	1



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

Number of weeks in leave year employed on such rosters	Number of days additional leave p.a.
40 weeks and over	5
32-39 weeks	4
24-31 weeks	3
16-23 weeks	2
8-15 weeks	1

Note Clauses (a) and (b) shall be applied cumulatively but not concurrently in respect of a single leave year.

- Shift workers who work ordinary hours of work which regularly commence up to three hours prior to 6 a.m. or finish up to three hours later than 6 p.m. may also be considered for additional leave. The amount of leave will have regard to the following pro rata scale:

Number of weeks on "early" or "late" p.a.	Hours outside 6 a.m. or 6 p.m.	Days leave
40 or more weeks	Two hours up to three hours	5 days leave
	One hour up to two hours	4 days leave
30-39 weeks	Two hours up to three hours	4 days leave
	One hour up to two hours	3 days leave
20-29 weeks	Two hours up to three hours	3 days leave
	One hour up to two hours	2 days leave
15-19 weeks	Two hours up to three hours	2 days leave
	One hour up to two hours	1 days leave




An employee who is regularly required to work ordinary fixed hours of work which commence after 6 p.m. but are not part of a rostered shift system will not qualify for additional leave.

Signed on behalf of ADHB

Ian Costello, Director, Clinical Support Services

Signed on behalf of APEX

 20.12.2019
Luke Coxon

What “else” does APEX do?

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

And much more. For further information check out our website

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



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