

**Te Whatu Ora**  
Health New Zealand



**APEX**  
**TE WHATU ORA (TE TAI TOKERAU NORTHLAND)**

---

# **PHYSIOTHERAPISTS COLLECTIVE AGREEMENT**

---

**01 JULY 2022 - 03 MARCH 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**

Phone	(09) 526 0280
Fax	(09) 579 6213
Email	physio@apex.org.nz ask@apex.org.nz
Website	www.apex.org.nz



&

# **Te Whatu Ora**

Health New Zealand

## **PHYSIOTHERAPY COLLECTIVE AGREEMENT**

1 July 2022 to 3 March 2024

# CONTENTS

<b>PART ONE – APPLICATION OF COLLECTIVE EMPLOYMENT AGREEMENT</b>	<b>3</b>
1.0 THE PARTIES TO THIS COLLECTIVE AGREEMENT .....	3
2.0 INTERPRETATIONS.....	3
<b>PART TWO - PROVISIONS RELATING TO HOURS OF WORK</b>	<b>5</b>
3.0 HOURS OF WORK .....	5
4.0 MEAL PERIODS AND REST BREAKS .....	5
<b>PART THREE - RATES OF REMUNERATION.....</b>	<b>6</b>
5.0 SALARIES AND WAGES .....	6
5.6 MISCELLANEOUS CONDITIONS RELATING TO SALARIES .....	8
5.7 ANNUAL REVIEW PROVISIONS .....	8
6.0 OVERTIME, PENAL RATES AND DUTY LEAVE .....	8
7.0 ON CALL ALLOWANCE AND CALL BACK .....	10
8.0 HIGHER DUTIES ALLOWANCE .....	11
9.0 MEAL ALLOWANCE .....	11
<b>PART FOUR - PROVISIONS RELATING TO LEAVE.....</b>	<b>12</b>
10.0 PUBLIC HOLIDAYS .....	12
11.0 ANNUAL LEAVE .....	13
12.0 SICK LEAVE .....	15
13.0 BEREAVEMENT/TANGIHANGA LEAVE .....	17
14.0 LONG SERVICE LEAVE.....	17
15.0 PARENTAL LEAVE.....	18
16.0 JURY SERVICE AND WITNESS LEAVE.....	21
17.0 UNION REPRESENTATIVE'S EDUCATION LEAVE .....	21
18.0 EMPLOYEE RELEASE .....	22
19.0 THIS CLAUSE LEFT BLANK INTENTIONALLY .....	22
<b>PART FIVE - TERMS OF EMPLOYMENT .....</b>	<b>23</b>
20.0 PROTECTIVE CLOTHING AND EQUIPMENT .....	23
21.0 REFUND OF ANNUAL PRACTISING CERTIFICATE.....	23
22.0 RECERTIFICATION AND CONTINUING PROFESSIONAL DEVELOPMENT.....	23
23.0 EMPLOYEE PARTICIPATION .....	24
24.0 RESTRUCTURING .....	24
25.0 STAFF SURPLUS .....	25
26.0 TECHNICAL REDUNDANCY.....	28

27.0	NOTICE.....	29
28.0	ABANDONMENT OF EMPLOYMENT.....	29
29.0	RETIRING GRATUITIES.....	29
30.0	DEDUCTION OF UNION FEES .....	31
31.0	STOPWORK MEETINGS.....	31
32.0	PERSONAL GRIEVANCE, DISPUTES & EMPLOYMENT RELATIONSHIP PROBLEMS .....	31
33.0	HEALTH AND SAFETY.....	32
34.0	INDEMNITY.....	33
35.0	TEMPORARY OR FIXED TERM AGREEMENTS.....	33
36.0	USE OF PRIVATE VEHICLE ON EMPLOYER BUSINESS .....	33
37.0	TRANSFER EXPENSES.....	33
38.0	REIMBURSEMENT OF PROFESSIONAL FEES.....	33
39.0	SAVINGS .....	33
40.0	TRAVELLING ALLOWANCE.....	34
41.0	VARIATIONS.....	34
42.0	TERM OF AGREEMENT.....	34
	MEMORANDUM OF UNDERSTANDING BETWEEN APEX AND Te Whatu Ora- Te Tai Tokerau .....	<b>Error! Bookmark not defined.</b>

# **PART ONE – APPLICATION OF COLLECTIVE EMPLOYMENT AGREEMENT**

## **1.0 THE PARTIES TO THIS COLLECTIVE AGREEMENT**

- a) Te Whatu Ora Health New Zealand-Te Tai Tokerau District (hereinafter referred to as the employer
- (b) The Association of Professionals and Executive Employees (the “Union” or APEX).

## **1.1 NEW EMPLOYEES**

New employees who are members of the APEX and whose position is covered by this collective agreement shall be bound by this Agreement.

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

## **1.2 EXISTING EMPLOYEES**

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

## **1.3 COVERAGE**

All employees employed as a registered physiotherapist or physiotherapy assistant, and any employee substantially employed as a physiotherapist or physiotherapy assistant but who may from time to time use different titles.

## **2.0 INTERPRETATIONS**

In this Agreement, unless the context otherwise requires:

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

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

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

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

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

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

**“Physiotherapist”** means an employee who is registered as physiotherapist by the Physiotherapy Board of New Zealand under the Health Practitioners Competency Act (2003) and subsequent amendments.

**“Service”** means:

**(i) For annual leave purposes only:**

The aggregate of:

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

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

- (d) For a Physiotherapy Assistant, all service as a Physiotherapy Assistant with the Te Whatu Ora.



## **PART TWO - PROVISIONS RELATING TO HOURS OF WORK**

### **3.0 HOURS OF WORK**

3.1 Ordinary hours of work shall be 40 per week and not more than eight hours per day between the hours of 0800 and 1700 Monday to Friday with two consecutive days off. Each daily duty shall be continuous except for meal periods and rest breaks. Provided, however, that in emergency circumstances, the employer may require an employee to work at other times and for periods other than those specified.

Provided that for employees commencing after 1 June 2017, ordinary hours of work shall be 40 per week and not more than eight hours per day between the hours of 0800 and 2000 Monday to Sunday.

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

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

3.4 In normal circumstances, rosters will be notified to those involved not less than 28 days prior to the commencement of the roster.

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

### **4.0 MEAL PERIODS AND REST BREAKS**

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

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

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

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

4.5 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer. Where it is impractical to supply tea, coffee, milk and sugar free of charge, an allowance of \$1.30 per week in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay.

4.6 Where an employee is required to change from their protective or work clothing prior to leaving the employer's premises, sufficient time will be allowed on duty at the end of each work day or shift to change clothing.



## PART THREE - RATES OF REMUNERATION

### 5.0 SALARIES AND WAGES

#### 5.1 PHYSIOTHERAPIST

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

Step	07-Jun-21	04-Jul-22	
17	\$113,282	\$118,982	M
16	\$109,570	\$115,270	M
15	\$107,107	\$112,807	M
14	\$102,757	\$108,457	M
13	\$98,408	\$104,108	M
12	\$93,720	\$99,420	M
11	\$88,566	\$94,266	M
10	\$84,834	\$90,534	M
9	\$82,299	\$87,999	M
8	\$80,292	\$85,992	APS
7	\$77,330	\$83,030	A
6	\$75,078	\$80,778	A
5	\$72,005	\$77,705	A
4	\$67,337	\$73,037	A
3	\$62,671	\$68,371	A
2	\$58,002	\$63,702	A
1	\$53,335	\$59,035	A

#### 5.1.1 PROGRESSION

- (a) Step 1 is for Physiotherapists graduating from a 3 year undergraduate programme.
- (b) Progression between steps 1-7 inclusive shall be by annual increment, subject to satisfactory performance, after 12 months on each step. Progression from the top automatic salary step to the additional progression step (APS) is dependent on the achievement of mutually agreed objectives, which are set when the employee reaches the top automatic salary step.
- (c) Progression to a merit step (M) shall be according to the "Progression Criteria for Physiotherapists" document.

### 5.2.1 PHYSIOTHERAPY ASSISTANT

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

Step	01-Feb-21		Step	04-Jul-22	
7	\$ 56,454	->	5	\$ 62,154	A
6	\$ 54,810	->	4	\$ 60,510	A
5	\$ 53,214	->	3	\$ 58,914	A
4	\$ 49,904	->	2	\$ 55,604	A
3	\$ 46,120				
2	\$ 42,569	->	1	\$ 51,820	A
1	\$ 41,720				

### 5.2.2 Transition arrangement

Those on the assistant scale who were paid on step 1 (\$39908) or step 2 (\$42,569) at 4/7/22 shall translate to the new step 1 (\$51,820). This translation shall reset their anniversary date for future salary progression purposes and they shall be required to complete a further 12 months' service on this step before being eligible to progress in accordance with the progression provisions below).

### 5.3 PART-TIME EMPLOYEE RATES

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

### 5.4 RECOGNITION OF PREVIOUS SERVICE FOR COMMENCEMENT ON THE SALARY SCALES

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

(a) New Zealand Qualified Physiotherapists

All service as a physiotherapist Full credit

(b) Overseas Qualified Physiotherapists

- (i) An overseas qualified physiotherapist who meets the requirements of the registration board at the time of entry into New Zealand shall have all service credited from the date of obtaining the overseas qualification.
- (ii) Where the requirements of the registration board are not met at time of entry, service will only be counted from the commencement date of employment as a physiotherapist in New Zealand.

(c) Physiotherapy Assistants

All service a Te Whatu Ora physiotherapy service as a Physiotherapy Assistant Full credit

### 5.5 SALARY INCREMENTS WHILE ON STUDY LEAVE



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

## **5.6 MISCELLANEOUS CONDITIONS RELATING TO SALARIES**

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

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

## **5.7 ANNUAL REVIEW PROVISIONS**

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

## **6.0 OVERTIME, PENAL RATES AND DUTY LEAVE**

### **6.1 DEFINITIONS**

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

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

### **6.2 OVERTIME**

Subject to 6.3.4, overtime shall be paid at the following rates. In computing overtime, each day shall stand-alone.

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

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

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

6.2.4 If an employee works on either Saturday or Sunday, and this is not their ordinary day of work, then this will continue to be paid as if it were overtime.

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

6.2.6 By agreement between the employer and the employee, overtime may be taken as time in lieu on an hour by hour basis (ie one hour overtime worked for one hour ordinary time off). Such time in lieu will be taken at a time agreed between the employee and the employer.

### **6.3 PENAL RATES**

6.3.1 Weekend rate - applies to ordinary time (other than overtime) worked after midnight Friday/Saturday until midnight Sunday/Monday shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay.

6.3.2 Public Holiday rate – applies to those hours which are worked on the public holiday. This shall be paid at time one (T1) in addition to the ordinary hourly rate of pay. (See clause 7.6 for further clarification.)

6.3.3 Night rate - applies to ordinary hours of duty (other than overtime) that fall between 2000hrs and until the completion of a rostered night duty from midnight Sunday/Monday to midnight Friday/Saturday and shall be paid at quarter time (T0.25) in addition to the ordinary hourly rate of pay.

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

### **6.4 DUTY LEAVE**

6.4.1 Employees who work overtime as defined in Clause 6.1.2 on any Saturday and/or Sunday shall be entitled to 2 hours duty leave for each Saturday and for each Sunday worked. Duty leave so earned shall be taken within four weeks of being accrued. Employees who work on less than 5 days per week are not entitled to this provision.

6.4.2 Employees employed prior to 1 May 2006 shall continue to receive duty leave as was the practice at that time.

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

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

6.5.2 Periods of a full shift or more include:

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

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

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

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

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

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

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

## **7.0 ON CALL ALLOWANCE AND CALL BACK**

### **7.1 ON CALL ALLOWANCE**

7.1.1 Where an employee is instructed to be on call during normal off duty hours s/he shall be paid an on call allowance of \$4.04 per hour (\$8.00 per hour from 1 March 2020) or part thereof except on public holidays where the rate shall be \$6.06 per hour (\$10.00 per hour from 1 March 2020) or part thereof.

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

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

### **7.2 CALL-BACK**

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

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

(c) Call backs shall be paid at the appropriate overtime rate.

- 7.2.2 Where part-time employees are part of an official on call roster and are called out from their place of residence in emergency circumstances, then they shall be paid on the basis of a minimum of three hours at appropriate rates. The length of the call would be measured in respect of actual time worked only, except that outside of the normal hours of duty (i.e. 0800 hours to 1700 hours Monday to Friday) the length of the call would be measured in respect of actual time worked and reasonable travelling time from the place of call to the place of duty and return to the place of call or residence. The minimum payment prescribed shall apply to each recall, except that:
- (a) Call-outs commencing and finishing within the minimum period covered by an earlier call-out shall not attract any additional payment.
  - (b) Where a call-out commences before and continues beyond the end of a minimum period for a previous call-out payment shall be made as if the employee had worked continuously from the beginning of the previous call-out to the end of the latter call-out.
- 7.2.3 Where an employee is called back to duty outside his/her normal hours of work, the employee shall either be provided with transport or they shall be reimbursed with accordance with Clause 36.

## **8.0 HIGHER DUTIES ALLOWANCE**

- 8.1 Where a physiotherapist is temporarily appointed or seconded to a higher graded position for a period of 5 or more consecutive working days the employee will receive a higher duties allowance for the whole period of that appointment.
- 8.2 The higher duties allowance payable shall be the difference between the current salary of the employee acting in the higher position and the minimum salary the employee would receive if appointed to that position.

## **9.0 MEAL ALLOWANCE**

- 9.1 A shift employee who works a qualifying shift of eight hours 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 \$9.00 or at the option of the employer, be provided with a meal.
- 9.2 Employees other than shift workers employed on overtime on a Saturday, Sunday or public holiday, shall be entitled to paid 30 minute meal breaks after 5 hours and at not more than 5 hourly intervals when work continues after the break. Where the employer does not provide a free meal during overtime meal breaks, employees shall be paid an allowance at the rate of \$9.00 per meal break.

## **PART FOUR - PROVISIONS RELATING TO LEAVE**

### **10.0 PUBLIC HOLIDAYS**

10.1 The following days shall be observed as public holidays:

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

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

### **10.2 EMPLOYEES REQUIRED TO WORK ON PUBLIC HOLIDAYS**

10.2.1 A rostered employee required to work on a public holiday as part of the normal roster (i.e., not as overtime) shall be paid at the rate specified in Clause 6.3, and is also to be granted a day's leave on pay at a later date convenient to the employer.

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

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

10.2.4 Christmas/New Year

Any employee required to work on New Year's Day, 2<sup>nd</sup> January, Christmas Day or Boxing Day when those holidays fall on a Saturday or a Sunday shall receive the public holiday penal payment and a day in lieu.

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

Any employee who is required to work on New Year's Day, 2<sup>nd</sup> January, Christmas Day or Boxing Day when those holidays fall on a Saturday or a Sunday and is required to work on the days on which they are observed shall receive the public holiday penal payment for the actual days on which they fall, the weekend penal payment for the days on which they are observed and a day in lieu for each public holiday worked (maximum two days).



#### 10.2.5 ANZAC Day or Waitangi Day:

- (i) Where these fall on a week day, they shall be observed on that day.
- (ii) Where these fall on a Saturday or Sunday, and that day would otherwise be a working day for the employee, the public holiday must be treated as falling on that day.
- (iii) Where these fall on a Saturday or Sunday and that day would not otherwise be a working day for the employee, the public holiday must be treated as falling on the following Monday.

### 10.3 PUBLIC HOLIDAYS FALLING DURING LEAVE OR TIME OFF

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

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

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

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

10.3.5 When part time employees' work fixed days (example every Monday to Wednesday) they will receive a day's leave if a public holiday falls on one of those fixed days and they work it. If they are not required to work that day, then they will receive the paid public holiday and no days leave is granted. If a public holiday falls on a day, which is NOT one of their fixed days, they neither get paid nor receive a day's leave.

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

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

### 11.0 ANNUAL LEAVE

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

- 20 days annual leave for years 1 to 5;
- 25 days annual leave on the completion of year 6 onwards.

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

## **11.2 CONDITIONS**

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

- 11.2.1 The term "leave year" means the year ending with the anniversary date of the employee's appointment.
- 11.2.2 For the purpose of this clause, service is as defined in Clause 2.
- 11.2.3 The employer may permit an employee to take annual leave in one or more periods.
- 11.2.4 The employer may permit all or part of the annual leave accruing in respect of a leave year to be postponed to the next following year, but the annual leave entitlement at any one time shall not exceed the total of annual leave accruing in respect of two leave years.
- 11.2.5 When an employee ceases duty, salary shall be paid for accrued annual leave and the last day of service shall be the last day of such work.
- 11.3 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.

## **11.4 PAYMENT IN LIEU OF ANNUAL LEAVE FOR CASUAL EMPLOYEES**

Casual employees shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement, where they meet the requirements of s.28 of the Holidays Act.

## **11.5 LEAVE WITHOUT PAY IN RELATION TO ANNUAL LEAVE ENTITLEMENT**

An employee who is granted leave without pay and who remains in the service of the employer, will, except where provision is made otherwise, have such leave counted as service for annual leave purposes. No annual leave accrues during the period of unpaid leave.

## **11.6 EXTRA LEAVE FOR SHIFT EMPLOYEES**

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

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

The shift work performed each day:

- (a) Extends over at least 13 continuous hours; and

- (b) Is performed by two or more employees working rostered shifts; and
- (c) the shift involves at least two hours of work performed outside the hours of 0800 hours to 1700 hours.

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

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

## **12.0 SICK LEAVE**

- (a) On appointment an employee shall be entitled to 5 working days/shifts of sick leave on relevant daily pay per annum for personal, domestic, and close family member illness or injury. Any unused leave shall not accumulate to the next year.

Subject to (d) below, any such leave shall not require certification.

This leave is to be notified on timesheets as Sick Leave 1.

- (b) In addition to (a) above, an employee shall, on appointment, be entitled to 30 working days/shifts of sick leave on ordinary pay for personal and domestic illness in their first year of service.

After 12 months service, an employee shall be entitled to an additional 10 working days/shifts of sick leave on ordinary pay per annum.

This sick leave shall accumulate by carrying forward from one year to another any unused sick leave but shall not exceed an accumulation of working 130 days/shifts in total.

Subject to (d) below, any such leave shall be supported by a medical certificate for all absences in excess of 3 days working days/shifts.

This leave is to be notified on timesheets as Sick Leave 2.

- (c) The granting of sick leave is conditional upon the employee notifying their employing department of the commencement and anticipated period of absence as soon as possible on the first day of absence.
- (d) Where an employee has a consistent pattern of short term sick pay absences, or where those absences are 10 working days/shifts or more in a year, then the employee's situation may be reviewed.

- (i) The review will be conducted by the employee's manager in consultation with the employee and, where represented, the employee's delegate or representative. The focus of the review will be to assist the employee in establishing practical arrangements to recover from sickness or injury, however, the review may:

- (a) Require the employee to support all future sick pay claims with a medical certificate; and/or
  - (b) Require the employee to undergo an examination by a medical practitioner nominated by the employer and at the employer's expense; and/or
  - (c) Recommend the employee to the EAP programme; and/or
  - (d) Restrict or withdraw for a specified period the sick pay provisions of this clause, such action being limited to the minimum Special Leave provisions of the Holidays Act 2003.
- (e) As at 1 January 1997, each employee shall have continuous eligible service with Northland Health and its predecessors credited for the purpose of calculating accumulated sick leave entitlement.
- (f) Sick leave shall be calculated at the employee's relevant daily pay for the number of hours that the employee would have worked on that day as per the Holidays Act 2003 (i.e. only the first 5 days (40 hours) are paid at the relevant daily pay; days (hours) in excess of that entitlement are .

## **12.1 DOMESTIC LEAVE**

12.1 Employees may be granted leave of absence on ordinary (T1) pay when an employee must, because of any unforeseen illness or accident, stay at home to attend to a member of the employee's household who through illness or accident has become dependent on the employee provided that:

- (a) The production of a medical certificate or other evidence of illness or accident may be required; and
- (b) The same review procedures set out in sub clause 12.0(d)(1) above will apply to Domestic Leave.

12.2 Casual employees have no entitlement to sick pay, except to the extent provided by the Holidays Act 2003, except that a casual employee may be granted sick leave if that employee had by prior arrangement been rostered for the work on the day they are sick. "Prior arrangement" in this clause means the employee's name and the pre-arranged hours of work have been entered on the published roster prior to the employee becoming ill or incapacitated.

12.3 Where an employee is suffering from a minor illness which could have a detrimental effect on patients or colleagues, managers may, at their discretion, either:

- (a) Place the employee on suitable alternative duties; or
- (b) Direct the employee to take special leave on payment at base rates (T1 only) for not more than eight days in any one year, in addition to the normal entitlement to sick leave.

## **12.4 SICK LEAVE IN RELATION TO ANNUAL AND LONG SERVICE LEAVE**

- 12.4.1 When sickness occurs during annual or long service leave the employer shall permit the period of sickness to be debited against sick leave entitlement, except where the sickness occurs during leave following relinquishment of office, provided:
- (a) The period of sickness is more than three days;
  - (b) A medical certificate is produced, showing the nature and duration of the illness.
- 12.4.2 In cases where the period of sickness extended beyond the approved period of annual or long service leave, approval shall also be given to debiting the portion which occurred within the annual or long service leave period against sick leave entitlement if the total continuous period of sickness exceeds three days.
- 12.4.3 Annual or long service leave may not be split to allow periods of illness of three days or less to be taken as sick leave.

### **13.0 BEREAVEMENT/TANGIHANGA LEAVE**

- 13.1 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). The length of time off shall be at the discretion of the employer.
- 13.2 If bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of Clause 13.1 above. This provision will not apply if the employee is on leave without pay.
- 13.3 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner.

### **14.0 LONG SERVICE LEAVE**

The following provisions shall apply for long service leave.

#### **14.1 Eligibility**

- (a) Employees who have completed 5 years' continuous service with the employer shall be granted one week's long service leave and for each subsequent completed period of 5 year's continuous service with the employer.

Employees as at 1 July 2007 shall become eligible for one week's long service leave for each completed five years of continuous service.

Provided that any individual employee's service previously recognised for long service leave at the commencement date of this agreement shall continue to have such service recognised.

- (b) Employees who resign (except under sub clause 14.2.2 below) or who are dismissed, except through no fault of their own, will forfeit any long service leave to which they might otherwise be entitled.

#### **14.2 PROCEDURES FOR TAKING LONG SERVICE LEAVE**

- 14.2.1 Long service leave **MUST** be taken in one period except that an employee recalled from leave because of an emergency is entitled to resume leave after the emergency.
- 14.2.2 Except as provided below long service leave **MUST** be taken within five years of qualification and before relinquishment of office or it will be forfeited. There are no exceptions to this rule.
- (a) Employees who are within two years of retirement when they qualify may, at the discretion of the employer, be paid salary for long service leave due at the time of retirement.
  - (b) Employees who are aged 60 or more and who give notice of resignation may, at the discretion of the employer, be paid salary for long service leave due at the time of their resignation.
  - (c) The employer may pay salary for long service leave due to an employee who retires medically unfit after qualifying for long service leave, but before taking or forfeiting it under these rules.
- 14.2.3 Payment for long service leave is to be at base rates.
- 14.2.4 Allowances and other payments which continue during annual leave **SHALL** be payable during long service leave.
- 14.2.5 Where a public holiday or substituted succeeding day falls during a period of long service leave, the employee is entitled to the holiday which is not to be debited against such leave.
- 14.2.6 Reduced hours or part-time workers are to receive a pro rata reduction of pay, during long service leave.

### **14.3 DECEASED EMPLOYEES**

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

### **15.0 PARENTAL LEAVE**

#### **15.1 STATEMENT OF PRINCIPLE**

The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave and is to be read in conjunction with the Parental Leave and Employment Protection Act 1987 (referred to as the Act in this clause 14), provided that where this clause 14 is more favourable to the employee, the provisions of this clause 14 shall prevail.

- 15.2 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;

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

- 15.3 Parental Leave is Leave Without Pay.
- 15.4
- (a) Parental leave of up to 12 months is to be granted to employees with at least one year's service at the time of commencing leave.
  - (b) Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave.
  - (c) Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer.
  - (d) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not the employer employs one or both partners.
- 15.5 In cases of adoption of children of less than six years of age, parental leave shall be granted in terms of 15.2 and 15.4 above, providing the intention to adopt is notified to the employer immediately following advice from Oranga Tamariki, Ministry for Vulnerable Children to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an approved adoption placement shall be provided to the employer's satisfaction.
- 15.6 Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner certifying the expected date of delivery. The provision may be waived in the case of adoption.
- 15.7 An employee absent on parental leave is required to give at least one month's notice to the employer of their intention to return to duty. When returning to work the employee must report to duty not later than the expiry date of such leave.

**NOTE:** It is important that employees are advised when they commence parental leave that, if they fail to notify the employer of their intention to return to work or resign, they shall be considered to have abandoned their employment.

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

## 15.9 JOB PROTECTION

- 15.9.1 Subject to 15.10 below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:
- (a) At the equivalent salary, grading; and
  - (b) At the equivalent weekly hours of duty; and
  - (c) In the same location or other location within reasonable commuting distance; and



- (d) Involving responsibilities broadly comparable to those experienced in the previous position.

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

## **15.10 OPTIONS**

15.10.1 The employer must, as a first preference, hold the employee's position open or fill it temporarily until the employee's return from parental leave. In the event that the employee's position is a "key position" (as defined in section 41(2) of the Parental Leave and Employment Protection Act 1987), the employer may fill the position on a permanent basis.

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

- (a) An extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or
- (b) An offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in sub clause 15.10.2(a) above for up to 12 months; or
- (c) The appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of sub clause 15.10.2(a) above for up to 12 months.
- (d) Provided that, if a different position is accepted and within the period of extended parental leave in terms of sub clause 15.10.2(a), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or
- (e) Where extended parental leave in terms of sub clause 15.10.2(a) above expires, and no similar position is available for the employee, the employee shall be declared surplus under Clause 25.0 of this Agreement.

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

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

## **15.13 PAID PARENTAL LEAVE**

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

- 15.13.2 The payment shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata if applicable) applicable to the employee for the six weeks immediately prior to commencement of parental leave and shall be less any parental leave payment received by or payable to the employee from public money under the Act.
- 15.13.3 The payment shall only be made to eligible employees as specified by s.71CA Parental Leave and Employment Protection Act 1987.
- 15.13.4 If both partners are employed by the health service and are eligible for the payment, then they are entitled to one and only one payment, and they may choose (after they have qualified) who will receive it.
- 15.13.5 Where, for reasons pertaining to the pregnancy, an employee, on medical advice and with the consent of the employer elects to work reduced hours at any time prior to confinement, then the calculation of the 14 week payment shall be based on the proportion of full-time employment immediately prior to any such enforced reduction in hours.

#### **15.14 PARENTAL LEAVE ABSENCE FILLED BY TEMPORARY APPOINTEE**

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

#### **16.0 JURY SERVICE AND WITNESS LEAVE**

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

#### **17.0 UNION REPRESENTATIVE'S EDUCATION LEAVE**

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

## **18.0 EMPLOYEE RELEASE**

- 18.1 Employees with 5 years continuous service with the current employer may apply for a one-off continuous period of unpaid Employee Release for a period of three months up to a maximum of twelve months. Such application shall be considered on a case-by-case basis and granted at the discretion of the employer. There will be no right of review. All service related provisions/ benefits will be put on hold until resumption of normal duties.
- 18.2 The notification of the employee's intent to return to normal duties will be the same as Clause 15.7 (Parental Leave).
- 18.3 Job protection provisions will be the same as in sub clause 15.9.1.
- 18.4 The provisions of this clause are separate from and in addition to normal unpaid leave provisions and it is acknowledged that employees may apply for unpaid leave at any time during their employment.

## **19.0 DOMESTIC VIOLENCE LEAVE**

The employer will apply the provisions specified in the Domestic Violence Victims Protection Act 2018 including applications for leave and changes to working arrangements in accordance with the Act and relevant employer policies.

## **PART FIVE - TERMS OF EMPLOYMENT**

### **20.0 PROTECTIVE CLOTHING AND EQUIPMENT**

- 20.1 In accordance with the Health and Safety in Employment Act and associated Regulations, the employer shall ensure that employees are provided with any protective equipment required to ensure the safety of employees while at work. The maintenance and replacement of this equipment is the responsibility of the employer.
- 20.2 Suitable clean protective clothing shall be made available by the employer where the nature of a particular duty or duties would either continuously or intermittently render an employee's personal clothing or uniform to excessive soiling or damage or expose the employee's person to injury or excessive discomfort through biological, chemical or physical hazards. Such protective clothing shall remain the property of the employer and, as such, shall be laundered or otherwise cleaned free of charge.
- 20.3 Where the employer requires an employee to wear a specified uniform, or where the nature of the work requires the wearing of protective or work clothing, sufficient sets of the specified uniforms, protective or work clothing will be supplied to each employee and will subsequently be laundered and maintained by the employer. When such items are on personal issue to the employees, they are replaced by the employer subject to fair wear and tear in the service of the employer.
- 20.4 An employee may at the employer's discretion be compensated for damage to personal clothing worn on duty, or reimbursed dry cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling did not occur as a result of the employee's negligence or failure to wear the protective clothing provided.
- 20.5 An allowance of \$306 per year (pro rata for part time staff based on contracted FTE) shall be paid to staff who, because of therapeutic requirements or in the interest of patient care and rehabilitation, are instructed in writing by the employer to wear civilian clothing instead of the usual uniform.

### **21.0 REFUND OF ANNUAL PRACTISING CERTIFICATE**

- 21.1 Where an employee is required by law to hold an annual practising certificate in order to practise that profession or trade with the employer, the cost of the certificate shall be refunded to the employee on production of the practising certificate provided that:
- (a) It must be a statutory requirement that a current certificate be held for the performance of duties.
  - (b) The employee must be engaged in duties for which the holding of a certificate is a requirement.
  - (c) The employee must be a member of the particular occupational class to whom the requirement applies.

### **22.0 RECERTIFICATION AND CONTINUING PROFESSIONAL DEVELOPMENT**

- 22.1 Te Whatu Ora- Te Tai Tokerau (the employer) is committed to assisting employees in updating and enhancing their skills. Subject to prior approval, the employer may meet the cost of professional development.

The employer recognises that professional development is of benefit not only to the employee, but the service that the employer provides. The employer will use its best endeavours to maintain fair and reasonable levels of funding for continuing professional development (CPD). The employer will consult with the Union and its membership if they are considering altering the usual procedure of assessing applications and/or funding CPD.

- 22.2 Employees covered by this collective agreement are entitled to two (2) paid days per annum for study, learning, research linked to Career Pathway and individual learning plan.
- 22.3 The employer may grant employees study leave of up to three (3) months to enable them to complete qualifications, attend courses, seminars and conferences and to undertake research or projects which are relevant to the work of the organisation and which facilitate their growth and development. Such leave may be paid, part paid or unpaid and/or contributions may be made towards the costs.
- 22.4 Time for preparation for an employee who is required to present at meetings or in-service training shall be provided within the employee's ordinary hours of work by prior agreement.
- 22.5 On occasions where the employee is required by the employer to attend CPD on a day that would not otherwise be a normal working day a study day may be taken on an alternative day that would otherwise have been a normal working day.

### **23.0 EMPLOYEE PARTICIPATION**

- 23.1 The parties to this Agreement accept that change in the Health Service is necessary in order to ensure the efficient and effective delivery of health services.
- 23.2 The parties recognise that they have a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard.

The involvement of employees should contribute to:

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

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

- 23.2.1 Paid time off shall be allowed for recognised staff representatives to attend meetings with management, consult with employees, to consult and discuss those issues addressed in this clause, Clause 24, and Clause 25.0 specifically: staff surplus, and options for resolving staff surplus.
- 23.2.2 Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.
- 23.2.3 The amount of time off and facilities provided shall be sufficient to enable full consideration of the issues.
- 23.3 For the purposes of Clauses 24.0, 25.0 and 26.0, the recognised representative shall be the Union advocate unless otherwise agreed

### **24.0 RESTRUCTURING**

- 24.1 In the event that all or part of the work undertaken by the employee will be affected by the employer entering into an arrangement whereby a new employer will undertake the work currently undertaken by the employee, the employer will meet with the employee, providing information about the proposed arrangement and an opportunity for the employee to comment on the proposal, and will consider and respond to their comments. The employee has the right to seek the advice of their union or to have the Union act on their behalf.
- 24.2 The employer will negotiate with the new employer, including whether the affected employees will transfer to the new employer on the same terms and conditions, and will include in the agreement reached with the new employer a requirement that the employee be offered a position with the new employer at the same or similar terms of employment.
- 24.3 Where the employee either chooses not to transfer to the new employer, or is not offered employment by the new employer, the employer will activate the staff surplus provisions of this agreement.

## **25.0 STAFF SURPLUS**

When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in Clause 25.3 below shall be invoked and decided on a case by case basis by the employer having due regard to the circumstances of the affected employee.

### **25.1 NOTIFICATION**

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

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

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

### **25.3 OPTIONS**

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

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

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in sub clause 25.9 will be applied as a package.

#### **25.4 RECONFIRMED IN POSITION**

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

#### **25.5 ATTRITION**

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

#### **25.6 RE-DEPLOYMENT**

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

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

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

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

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

#### **25.7 LEAVE WITHOUT PAY**



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

## **25.8 RETRAINING**

- 25.8.1 Where a skill shortage is identified, the employer may offer a surplus employee retraining to meet that skill shortage with financial assistance up to the maintenance of full salary plus appropriate training expenses. It may not be practical to offer retraining to some employees identified as surplus. The employer needs to make decisions on the basis of cost, the availability of appropriate training schemes and the suitability of individuals for retraining.
- 25.8.2 If an employee is redeployed to a position that is similar to his or her previous one, any retraining may be minimal, taking the form of "on the job" training such as induction or in-service education.

## **25.9 SEVERANCE**

Payment will be made in accordance with the following:

- 25.9.1 For employees engaged prior to 30 June 1992 "Service" for the purposes of this sub Clause means total aggregated service with the employing employer, with that Employer and one or more other Crown Health Enterprises, 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.

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

- 25.9.2 For employees engaged on or after 30 June 1992 "Service" for the purpose of this clause means current continuous service with the employer.
- 25.9.3 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment shall only be made where the requisite notice cannot be given. Notice that is of a lesser period than required by this document shall require the employer to pay an amount proportionate to the period of notice that has not been given. This payment is regardless of length of service; and
- 25.9.4 12 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
- 25.9.5 4 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- 25.9.6 Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

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

25.9.7 If the employee has ten or more years' service, the full retiring gratuity, as set out in the scale contained in Clause 29.0 shall be paid.

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

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

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

## **25.10 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.

## **25.11 COUNSELLING**

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

## **26.0 TECHNICAL REDUNDANCY**

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

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

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

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

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

(i) Any service related conditions; and

(ii) Any conditions relating to redundancy; and

(iii) Any conditions relating to superannuation under the employment being terminated; and

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

- (i) In the same capacity as that in which the employee was employed by the employer; or
- (ii) In any capacity that the employee is willing to accept.

## **27.0 NOTICE**

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

## **28.0 ABANDONMENT OF EMPLOYMENT**

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

## **29.0 RETIRING GRATUITIES**

- 29.1 The employer may pay a retiring gratuity to staff retiring from Te Whatu Ora- Te Tai Tokerau who have had no less than 10 years' continuous service
- 29.2 For the purposes of establishing eligibility for a gratuity, total service may be aggregated, whether this be part-time or whole-time, or a combination of both at different periods. Part-time service is not to be converted to its whole time equivalent for the purpose of establishing eligibility.
- 29.3 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.
- 29.4 Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.
- 29.5 The calculation of a gratuity entitlement shall be in accordance with the scale detailed below; provided that the amount of any gratuity previously received in respect of service taken in to account in the calculation shall be deducted.
- 29.6 For the purposes of calculating the amount of gratuity that the employer may pay, the rate of pay on retirement shall be the basic rates of salary or wages.
- 29.7 An employee who is granted leave without pay and who remains in the service of the employer, will, on retirement, have such leave aggregated with other service for gratuity purposes.

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

**NOTE: These are consecutive rather than working days.**

## **PART SIX - OTHER PROVISIONS**

### **30.0 DEDUCTION OF UNION FEES**

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

### **31.0 STOPWORK MEETINGS**

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

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

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

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

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

### **32.0 PERSONAL GRIEVANCE, DISPUTES & EMPLOYMENT RELATIONSHIP PROBLEMS**

32.1 An "employment relationship problem" includes:

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

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

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

- 32.3 A “personal grievance” means a claim that you:
- a) Have been unjustifiably dismissed; or
  - b) Have had your employment, or your conditions of employment, affected to your disadvantage by some unjustifiable action by the employer; or
  - c) Have been discriminated against in your employment; or
  - d) Have been sexually harassed in your employment; or
  - e) Have been racially harassed in your employment; or
  - f) Have been subjected to duress in relation to union membership.
- 32.4 If the employment relationship problem is a personal grievance, you must raise the grievance with the employer within a period of 90 days, beginning with the date on which the action alleged to amount to a personal grievance, occurred or came to your notice, whichever is the latter. There is also additional time available for raising a personal grievance under the Act, under particular circumstances (ERA Section 115).
- 32.5 Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.
- 32.6 If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.

### **33.0 HEALTH AND SAFETY**

The employer shall comply with the provisions of the Health and Safety at Work Act 2015 and associated Regulations, concerning safety, health and welfare matters. The parties agree that employees should be adequately protected from any safety and health hazard arising in the workplace.

- 33.1 It shall be the responsibility of the employer to ensure that the workplace meets the required standards and that effective and maintained safety equipment is provided.
- 33.2 Where safety equipment is required, it is the responsibility of employees to ensure it is appropriately utilised.
- 33.3 It is the responsibility of every employee to report any hazards, accidents or injuries as soon as practicable using the employers hazard management system.
- 33.4 It is the responsibility of the employer to systematically identify and address any workplace hazards, which may affect the safety of employees.
- 33.5 Where there is a concern regarding the safety of employees, employees have the right to contact APEX for advice on their rights under Section 28A of the Health and Safety in Employment Act 1992.

### **34.0 INDEMNITY**

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

### **35.0 TEMPORARY OR FIXED TERM AGREEMENTS**

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

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

### **36.0 USE OF PRIVATE VEHICLE ON EMPLOYER BUSINESS**

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

### **37.0 TRANSFER EXPENSES**

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

For:

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

### **38.0 REIMBURSEMENT OF PROFESSIONAL FEES**

38.1 The employer shall reimburse the employee the cost of membership of the Physiotherapy New Zealand per annum (up to \$621). Provided that where an employee also works for another organisation or in a private practice, the employer will only be required to pay the amount on a pro-rata basis.

### **39.0 SAVINGS**

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

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



**40.0 TRAVELLING ALLOWANCE**

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

**41.0 VARIATIONS**

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

**42.0 TERM OF AGREEMENT**

This Agreement shall be deemed to have come into force on 1 July 22 and shall continue in force until 3 March 2024.

Dated this    day of                    2023.

Signed:

AUTHORISED Representative of the  
EMPLOYEE PARTY

AUTHORISED Representative of the  
EMPLOYER PARTY

.....

**Dr Deborah Powell**  
National Secretary  
APEX

.....

**Margie Apa**  
Chief Executive  
Te Whatu Ora

# Memorandum of Understanding between APEX and Te Whatu Ora

## Mondayisation of Public Holidays

The following memorandum of understanding applies to APEX members covered by the APEX & Te Whatu Ora- Te Tai Tokerau Physiotherapy Collective Agreement 1 July 2022-3 March 2024 when a public holiday falls on the weekend and is transferred to the following Monday and/or Tuesday.

An employee who is required to work on a public holiday where the public holiday falls on a Saturday or Sunday that would not otherwise be a working day **AND** is not required to work on the transferred day that would otherwise have been a usual day of work (Monday and/or Tuesday) shall receive the following:

- a) For working the public holiday when it falls on the weekend:
  - Public holiday penal rates for hours work
  - An alternative holiday (day in lieu)
  - If the employee is working on-call then any applicable on-call provisions.
- b) For the transferred day (Monday/Tuesday):
  - They will receive ordinary time payment for their ordinary/contracted hours of work (payment for the hours, they would have usually worked on this day).

These circumstances will apply when the employer determines that the department/service is closed or is operating a reduced service due to the transfer of the public holiday.

## What “else” does APEX do?

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

And much more. For further information check out our website

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



**ALLIED SCIENTIFIC AND TECHNICAL**

PO BOX 11369  
ELLERSLIE  
AUCKLAND 1542

**Phone:** (09) 526 0280  
**Email:** [physio@apex.org.nz](mailto:physio@apex.org.nz)  
**Facebook:** [facebook.com/APEXUNION](https://www.facebook.com/APEXUNION)  
**Website:** [www.apex.org.nz](http://www.apex.org.nz)

