



&

Te Whatu Ora
Health New Zealand

SONOGRAPHERS

(South of Auckland Districts)

COLLECTIVE AGREEMENT

1 December 2022 to 31 July 2024

ARRANGEMENT

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Introduction

1. The parties are committed to the following desired future states:
 - a. *Both parties want a relationship characterized by mutual respect for roles, working to shared goals and trusting each other in the process of achieving them.*
 - b. *Both the parties want the DHBs to be the preferred employer of choice where the field of sonography is attractive to stay and join.*
 - c. *Both parties want salaries that attract, retain and reward staff for the skill and contribution brought to the workplace.*
 - d. *Both parties want a work environment that supports staff to maintain the relationship between visual acuity and effective performance.*
 - e. *Both parties want rosters that provide quality care to patients and meet the mix of requirements that enable the well-being of staff and an efficient system.*
 - f. *Both parties want to be able to meet current and future demand for services that entails a robust forecasting methodology and variance plan, integrated with what is happening elsewhere in the organisation, where demand and the supply of resources is matched.*

2. The parties agree to develop and support local and national engagement and commit to:
 - a. Proactive communication that is honest, open and productive at all levels;
 - b. Respect at all levels for the roles of the parties, including the employees rights to have and seek assistance and support;
 - c. The creation and/or utilization of local engagement opportunities so that both parties can speak freely (safely and without fear of consequences), within an environment of honesty and respect;
 - d. Issues raised are addressed and not deferred, acknowledging that the party raising the issue may not always achieve the resolution outcome they seek and will be free to pursue a solution beyond local engagement;
 - e. Local guidelines for local engagement (behaviours, safety nets, agendas) are implemented including;
 - Recognition of APEX as representing sonographers, and respect for the sonographer's right to involve APEX;
 - Acknowledgement that APEX delegates are able to provide a collective sonographer view;
 - That APEX delegates will need time to attend to their representative responsibilities and provision made for back filling of duties as and when required to enable this to occur;
 - DHBs will facilitate APEX's role to train and support its delegates and members;

 - Acknowledge that APEX delegates from DHBs other than the local DHB in which engagement is occurring may be involved as a result of their additional skills and knowledge. The DHBs shall use best endeavours to facilitate regional and national release of delegates to assist in this regard.
 - Agreement over any agenda and minutes compilation, distribution and timetabling to be incorporated as felt necessary

3. The parties want rosters that provide quality care to patients and meet the mix of requirements that enable the well-being of staff and an efficient system, including:
 - a. Patients receive timely, accessible and accurate sonography interventions delivered by people with appropriate skills;
 - b. Staff are able to achieve a healthy and safe work/life balance that reflects predictable rest and recovery away from the workplace;

- c. Systems are built and maintained that are efficient in terms of capital investment and reduce system waste.
4. The parties want to be able to meet current and future demand for services that entails a robust forecasting methodology and variance plan, integrated with what is happening elsewhere in the organisation, where demand and the supply of resources is matched.
 - a. Processes are developed and implemented to assist with the forecasting of changing demand and potential resource impacts, and improved organisation-wide awareness of priorities;
 - b. Flexibility, including effective teamwork to maximize the use of physical resources and the deployment of staff, including effective regional coordination of service delivery;
 - c. Processes to measure and reduce waste of resources.

MRTAC shall sponsor a project that:

- Acts as a resource to assist DHBs to achieve the above;
- Share knowledge, skills and information on successes (and failures to avoid repetition) in achieving the above

PART ONE - APPLICATION OF COLLECTIVE AGREEMENT

This Agreement is made pursuant to the Employment Relations Act 2000.

1.0 PARTIES

- 1.1 This collective agreement shall apply to all employees of Te Whatu Ora who are employed or engaged to be employed in Districts other than Northland, Waitemata, Auckland, or Counties-Manukau in ultrasound imaging as:
- i. sonographers or student/trainee sonographers, and
 - ii. any employee substantially employed as a sonographer or student/trainee sonographer but who may from time to time use different titles, and
 - iii. any employee who is substantially employed in the use of ultrasound imaging equipment for medical diagnostic, therapeutic and associated purposes other than registered medical practitioners or other health professionals registered by a Regulatory Authority other than the Medical Radiation Technologists Registration Board / Te Poari Ringa Hangarua Iraruke.
- 1.2 The parties to this Collective Agreement are:
- a) Te Whatu Ora – Health New Zealand (hereinafter referred to as “the employer”)
 - b) APEX (hereinafter referred to as “the union”)
- 1.3 This Agreement shall be binding on the parties to it.
- 1.4 The parties agree that any employee who is engaged by the employer from the date this Agreement comes into effect and the expiry of this agreement shall, in the first instance, be offered in writing the opportunity to become a party to this Agreement.

2.0 DEFINITIONS

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.

"Charge" means an employee who is appointed by the employer to be in charge of a department or staff.

"Day" means a 24 hour period from the normal starting time of the District.

"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 of pay" shall be as follows corrected to three decimal places of a dollar of the yearly rate of salary payable:

Ordinary Hours Per Week	Hourly Rate Divisor
35	1820
37.5	1950

"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.

"Unit or Area Charge" means an employee supervising an independent department in each of which imaging equipment is operated for the purpose of examination or treatment (e.g., ultrasound), or any other employee who by reason of special duties or responsibilities is for the purposes of this agreement designated as such by the employer.

"Service" means all service as a medical radiation technologist, student medical radiation technologist, mammographer, sonographer, trainee sonographer, dark room technician, MRI technologist, nuclear medicine technologist, clinical assistant, in health and service teaching radiation technology and/or sonography unless specifically stated otherwise in this collective agreement. Provided that existing employees shall have all previous service under a previous employment agreement recognised.

"Shift Work" is the same work performed by 2 or more employees or 2 or more groups of employees working successive periods

"Sonographer" means an employee who has been registered and passed an examination that is approved by the Medical Radiation Technologists Board (or equivalent) to practice by the Board.

"Specialist " 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.

"Team Leader / Operations Coordinator / Grade" means a charge.

"Week" shall be 7 consecutive days, commencing on a Monday.

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

PART TWO - PROVISIONS RELATING TO HOURS OF WORK

3.0 HOURS OF WORK / ROSTERING / SAFE STAFFING

Preamble:

The employer is required to take all practical steps to prevent harm occurring to employees from the way work is organised. 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.

In designing and implementing shift rosters to meet service needs, the employer shall ensure the disruption, personal health effects and fatigue associated with shift work are minimised for the group of workers involved.

- 3.1 No later than 30 November 2019 all employers who have not already done so, shall implement a standard 80 ordinary hours per fortnight as described below.
- i. Those individual employees who wish to stay on 35 (1820 divisor) or 37.5 (1950 divisor) hours will have these hours individually grand parented and shall continue to be treated as full time.
 - ii. The parties accept that they may move to ordinary hours of 80 per fortnight before the dates stipulated above by mutual agreement between the employer directly affected and APEX. Such agreement shall be recorded in writing.
 - iii. Clause 3.1 of the previous Collective Agreement (1/10/14-31/7/16) shall continue to apply until such time as this provision is implemented.
- 3.2 Ordinary Hours of Work shall be as follows:
- Ordinary hours of work shall be 80 per fortnight, and not more than 8 hours per day.
- An employee shall be entitled to either 2 periods of 2 consecutive days off each fortnight, or by mutual agreement 3 consecutive days off (inclusive of a weekend) and one further day off during the fortnight.
- Provided, however, that in emergency circumstances, the employer may require an employee to work at other times and for periods other than those specified.
- 3.3 Except that the employer and employee may by mutual agreement work up to 10 hours per day. Such an agreement must be recorded in writing and must involve the prior consultation with APEX.
- 3.4 Rosters will be notified not less than 28 days prior to the commencement of the roster and show duties for a minimum eight week period, provided that less notice may be given in exceptional circumstances.
- 3.5 The normal working week shall commence on Monday at the normal starting time of the employer.
- 3.6 Each daily duty shall be continuous except for meal periods and rest breaks.

- 3.7 Employees may change duties one with another by mutual arrangement and with the prior approval of the employer. This approval will not be unreasonably withheld. In most circumstances the change must be with an employee of equivalent skills. When a change of duty is made due to service demands or by the employer within 24 hours of the duty being worked, the duty shall be paid at overtime rates for all hours worked.
- 3.8 Night rosters shall provide for a sleep day (that being the 24 hour period following the cessation of the night duty and not being a rostered day off) and as a minimum one further day off after any period of consecutive night duties.
- 3.9 Any of the hours of work provisions prescribed in this clause may be varied by agreement in writing between the employer, the employees directly affected and APEX.
- 3.10 Except that at Canterbury District the rostering arrangements in force prior to 6/12/07 shall continue to apply unless otherwise agreed between Canterbury and APEX.
- 3.11 The parties agree that it is undesirable to roster employees to work more than 7 consecutive days in a row.
- 3.12 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.

4.0 MEAL PERIODS AND REST BREAKS

- 4.1 Except when required for urgent or emergency work and except as provided in 4.3 below, no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.
- 4.2 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.
- 4.3 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.
- 4.4 Employers that currently provide a meal to employees at the employer's expense shall continue to do so.
- 4.5 Except where provided for in 4.3 above an employee unable to take a meal after five hours' duty shall be paid at time-half rate in addition to normal salary from the expiry of five hours until the time when a meal can be taken. Except that on Saturdays, Sundays and Public Holidays an employee shall be paid at time half (T1/2) in addition to normal salary.
- 4.6 During the meal break or rest breaks prescribed above, free tea, coffee, milo, milk and sugar shall be supplied by the employer. Where it is impractical to supply tea, coffee, milk, milo and sugar free of charge, an allowance of \$11 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

5.0 SALARIES AND WAGES

Sonographers

Step	2-Dec-21	1-Dec-22
11	\$132,010	\$137,710
10	\$128,229	\$133,929
9	\$124,817	\$130,517
8	\$119,406	\$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	2-Dec-21	1-Dec-22
2	\$73,630	\$79,330
1	\$69,444	\$75,144

- 5.5.1 Movement through Steps 1-5 of the scale shall be by automatic annual increments.
- 5.5.2 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.
- 5.5.3 The minimum step payable to a specialist, unit or area charge 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 directed by the employer.
- 5.5.4 The minimum step payable to a charge sonographer, shall be step 9. The employee shall progress to step 10 through merit or after two years of satisfactory performance in the Charge role.
- 5.5.5 All service as a sonographer, trainee sonographer, MRT and all 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 shall be counted when determining the commencing step on the salary scale.

- 5.5.6 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.
- 5.5.7 Whilst undertaking training towards qualification as a sonographer, employees will continue to be employed on the MRT scale of the APEX MRT MECA or the trainee scale above, whichever is the higher rate).
- 5.5.8 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.
- 5.6 Employees on full-time study leave with or without pay shall continue to receive annual increments to which they would otherwise be entitled.
- 5.7 Part-time employees - A part-time employee shall be paid a rate of salary representing the proportion of the salary payable in respect of full-time employment.

6.0 OVERTIME AND PENAL TIME

- 6.1 Overtime is time worked in excess of the ordinary hours of work as set out in clause 3, when such work has been properly authorised. Overtime is paid at the following rates:
- a) overtime worked on any day from midnight Sunday/Monday to midnight on the following Friday/Saturday shall be paid at one-and-a-half times (T1.5) the employee's ordinary hourly rate of pay for the first three hours, and at double (T2) the ordinary hourly rate of pay thereafter.
 - b) except that overtime worked:
 - i. from 2200 to the completion of a rostered night duty Sunday to Friday, or
 - ii. from midnight Friday/Saturday to Midnight Sunday/Monday, or
 - iii. on a public holiday

shall be paid at double (T2) the ordinary hourly rate of pay.

In lieu of payment for overtime, the employer and employee may jointly agree for the employee to take equivalent (that is, on an hour for hour basis) paid time off work at a mutually convenient time.

- 6.2 Penal Rate

- (a) 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.
- (b) 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 the Public Holiday clause for further clarification.)
- (c) Night rate – Current Clause 6.4

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

6.4 **Night Allowance**

6.4.1 Night rate – An employee whose normal hours of duty fall between 2000 hours and 0700 hours will be paid at time one quarter of the normal hourly rate of pay (T0.25) in addition to normal salary for all hours which so fall provided that:

- (i) The rate is to be calculated on the ordinary time hourly rate;
- (ii) The minimum payment under this provision shall not be less than payment for two hours at T 0.25 of the normal hourly rate even if the part of a shift which falls between the hours of 2000 hours and 0600 hours is less than two hours worked.

6.4.2 Night rate is not to be paid when overtime is being worked or a penal rate is payable.

6.4.3 Night Allowance - In addition an employee who is rostered to work night shifts where the substantial number of hours falls between 2200 and 0700 the following day, shall be paid a night rate allowance of \$25.00 per night for that shift.

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:

- (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.

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 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.

If, despite this break, the Sonographer considers they are still 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 the balance of their rostered shift without deduction or loss of pay.

- 6.5.6 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.
- 6.5.7 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.
- 6.6 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 calculated overtime.

7.0 WEEKEND WORK PENALTY CLAUSE

- 7.1 For the purpose of this clause a weekend duty means period on call or on duty in which the majority of hours fall between 1630 hours Friday and 0800 hours Monday.
- 7.2 Where an employee is rostered to work one or more duties on three consecutive weekends, then a penalty payment of \$250 per weekend, for the third and subsequent weekends shall apply until there has been one weekend completely unworked or rostered. This Clause shall apply to On Call work in weekends.
- 7.3 This clause shall not apply to employees who are employed to work solely on weekends or where fixed ordinary hours/days of work include a weekend (non rotating).

8.0 ON CALL

An employee who is instructed to be on call during normal off duty hours shall be paid an on call allowance of \$8.00 per hour except on public holidays when the rate shall be \$10.00. The on call rates are payable per roster, per employee, per day.

- 8.1 When an employee is required to be on call, a cell phone shall be made available to the employee for the period of the on call period, at no expense to the employee.
- 8.2 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 days' 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.

By way of example:

Sonographer works 400 hours on call and receive 1 days leave by the end of 2020. 170 hours will be carried over to 2021 and after completing a further 60 hours on-call the sonographer will qualify for 1 additional days' leave

Where a Sonographer has achieved the maximum of five 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.

- 8.3 Computer calls: Where the employer requires an employee to log on to the employer's computer system, having left their place of employment, they shall be paid a minimum of three hours at T2, on the same terms as set out in this clause.
- 8.4 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.

Part-time employees (call-backs) - Where part-time employees are part of an official on call roster and are called out from their place of residence, they shall be paid in accordance with clause 8.6. The length of the call would be measured in respect of actual time worked and 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 call-outs commencing and finishing within the minimum period covered by an earlier call-out shall not attract any additional payment

- 8.5 Nuisance calls: Where an employee is called by the employer when not rostered on call or duty but having left the place of employment, the employer shall incur a penalty of \$250, per such call made. The employee shall report the incident to their service manager who must ensure that systems are put in place to prevent a repeat of the nuisance call.

The parties agree to review this provision during the term of this collective agreement. The aim is to prevent the practice of nuisance calls from occurring.

- 8.6 Except for Sonographers employed at Taranaki Base Hospital or in the West Coast District, from [date of ratification] an employee shall be paid for a minimum of three hours or for actual working and traveling time, whichever is the greater, at the appropriate overtime rate, when the employee:

- (1) is called back to work after
 - completing the day's work, and
 - having left the place of employment, or
- (2) is called back before the normal time of starting work, and does not continue working until such normal starting time, except that:
 - 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.

Prior to the date of ratification, call back arrangements shall be as outlined in APEX & South of Auckland District Health Boards Sonographers MECA 2019-2022 that preceded this Collective Agreement.

These previous arrangements shall continue for Sonographers employed at Taranaki Base Hospital or in the West Coast District (see Schedule 4). These will be reviewed at the next negotiations.

- 8.7 Where an employee on call over a weekend considers that, as a result of the amount of call back work undertaken, 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.

9.0 HIGHER DUTIES ALLOWANCE

- 9.1 Where the employer requires an employee to substantially perform the duties and carry the responsibilities of a position of a class or grade higher than the employee's own or where an employee is temporarily appointed to a higher graded position for three days or more, the employee will receive for the whole period the salary and conditions of the position to which they are temporarily appointed or performing.
- 9.2 The salary payment shall be the minimum salary the employee would receive if appointed to that position.
- 9.3 Where the employer requires an employee to co-ordinate a shift or shifts for less than three days (1 day in Whanganui District) in the absence of an employee appointed for that purpose, they shall be paid an allowance of \$30.00 per shift in addition to the remuneration normally paid for such a shift.

10.0 REIMBURSEMENT OF EXPENSES ON EMPLOYER BUSINESS

- 10.1 Employees who are instructed by the employer 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 in terms of the agreed formula.
- 10.2 When employees are instructed 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.
- 10.3 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.
- 10.4 Employees who are required by the employer to travel and stay away from their normal place of work may claim reimbursement of their accommodation costs on an actual and reasonable basis on presentation of receipts. In addition, employees shall be paid an allowance of \$62.40 per day (except where an employer provides a higher payment prior to the coming into force of this agreement, the employer shall continue to pay at that higher level and this clause shall not apply), (no receipts shall be required) to cover incidental costs including meals.

For the sake of clarification, the payment of \$62.40 per day as set out above shall also be paid for each day or part therefore where an employee has been required to travel and stay away overnight from their normal place of work. As an example, where an employee travels away on a Monday from their normal place of work, stays away from home overnight and returns to work/home on Tuesday, they shall receive \$62.40 x 2.

11.0 MEAL ALLOWANCE

A shift worker who works a qualifying shift of 7, 7.5 or 8 hours (depending on which employer as per clause 3.1) or more and who is required to work more than one hour beyond the end of any shift (including an ordinary day), (excluding any break for a meal), shall be paid a meal allowance of \$11.00 or, at the option of the employer, be provided with a meal.

Where the employer provides a meal in lieu of payment of the allowance, the meal should be appropriate to any dietary requirements of the employee. The allowance shall be paid where an individual's dietary requirement can't be met. Concerns about the adequacy of meals provided under this clause shall be raised with the service manager.

12.0 FORENSIC INVESTIGATION ALLOWANCE

An employee who is required to perform a radiological procedure as part of a post mortem examination shall be provided the equivalent time off within 48 hours of the procedure being performed. Where this is impractical, as a consequence of workloads in the relevant department, an allowance of \$100 shall be paid per employee (to a maximum of 2 employees) required to perform the procedure.

13.0 RETIRING GRATUITIES refer schedule 1

PART FOUR - PROVISIONS RELATING TO LEAVE

WHOLE HOLIDAYS

14.0 ANNUAL LEAVE

- 14.1 Employees shall be entitled to four (4) weeks annual leave, taken and paid in accordance with the provisions of the Holidays Act 2003, except that on completion of five (5) years current continuous service the employee shall be entitled to five (5) weeks annual leave.

For the purpose of calculating current continuous service, time taken on leave without pay in excess of three months on any one occasion (except for Parental Leave) shall be excluded. Except that where the employee remains engaged on MRT work or study whilst absent, the period of three months shall extend to twelve months.

From 1 December 2022, service for annual leave purposes shall be as defined in clause 2.0 (noting the requirement is that this is current continuous service), except that current employees:

- i. shall not have their service recalculated as a result of this change; and
- ii. shall have all previous service under a previous employment agreement recognised.

- 14.2 Conditions -

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

- 14.2.2 RESERVED

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

- 14.2.4 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.

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.

- 14.2.5 When an employee ceases duty, salary shall be paid for accrued annual leave and the first day of service shall be the last day of such accrued leave.
- 14.2.6 Within two weeks of receipt of a written application for planned leave from an employee, the employer shall respond in writing confirming approval for the leave or stating the reasons leave is unable to be taken.
- 14.2.7 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 sub clause 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.

14.2.8

Days of Absence (including Saturdays and Sundays)	Annual Leave Entitlement to be reduced by the number of working days shown below.		
	4 Weeks	5 Weeks	6 Weeks
Days			
0-35	-	-	-
36-71	2	2.5	3
72-107	4	5	6
108-143	6	7.5	9
144-179	8	10	12
180-215	10	12.5	15
216-251	12	15	18
252-287	14	17.5	21
288-323	16	20	24
324-359	18	22.5	27
360-365	20	25	30

14.3 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.

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

14.5 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 in 14.1, to be added to each fortnightly or weekly wage payment, where they meet the requirements of s.28 of the Holidays Act 2003.

14.6 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.

14.7 Extra leave for shift workers

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

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

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

- (a) the shift work performed each day:
 - (i) extends over at least 13 continuous hours, and
 - (ii) is performed by two or more workers working rostered shifts, and
 - (iii) the shift involves at least two hours of work performed outside the hours of 8 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:
- (i) is rostered and rotating, and
 - (i) extends over at least 15 continuous hours each day, and
 - (iii) not less than 40% of the hours worked in the period covered by the roster cycle is outside the hours of 8 a.m. to 5.00 p.m.

The following additional leave is granted:

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

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

- (B) 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 per annum
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 per annum
40 weeks and over	5
32 – 39 weeks	4
24 – 31 weeks	3
16 – 23 weeks	2
8 – 15 weeks	1

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

- (C) 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” duties each year	Hours outside 6 a.m. or 6 p.m.	Extra leave per annum
40 or more weeks	Two hours up to three hours	5 days
	One hour up to two hours	4 days
30 – 39 weeks	Two hours up to three hours	4 days
	One hour up to two hours	3 days
20 – 29 weeks	Two hours up to three hours	3 days
	One hour up to two hours	2 days
15 – 19 weeks	Two hours up to three hours	2 days
	One hour up to two hours	1 day

- 14.7.2 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.

15.0 LONG SERVICE LEAVE

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

- on the completion of ten (10) years of current continuous service (as defined below), two weeks of long service leave; and
- on each subsequent five (5) years of current continuous service (as defined below), one weeks of long service leave.

- 15.1 For the purposes of sub-clause 15.0 above, “current continuous service” means unbroken service with Te Whatu Ora or any DHB employer starting from 1 July 2007 subject to clause 15.2 below in respect of employees with a previous entitlement to long service leave. For the purpose of calculating current continuous service, time taken on leave without pay in excess of three months on any one occasion (except for Parental Leave) shall be excluded.
- 15.2 The provisions of sub-clause 15.0 above are intended to replace any employees’ previous entitlement to long service leave provided that, where an employee had a previous entitlement under a previous employment agreement, the following shall apply:
- 15.2.1 The employee’s current continuous service shall be deemed to commence on the date upon which service was deemed to commence under the previous entitlement;
- 15.2.2 The employee’s long service leave shall be calculated in accordance with clause 15.0; and
- 15.2.3 Any long service leave that the employee has received under the previous entitlement shall be deducted from the allocation under sub-clause 15.0 above and any residue shall be allocated to the employee.
- 15.3 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) and at a time mutually convenient to the employer and employee within 5 years of allocation.

16.0 PUBLIC HOLIDAYS

16.1 In accordance with the Holidays Act 2003, the following days will be observed and paid as Public Holidays (noting that no employee is entitled to observe any public holiday twice)

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

16.2 In order to maintain essential services, the employer may require an employee to work on a day that a Public Holiday is observed (which includes a Public Holiday whose observance is transferred to the Monday or Tuesday) if that day would be an Otherwise Working Day for the employee.

16.3 Working on a Public Holiday

16.3.1 Where an employee is required to work on a day that is a Public Holiday for them then, subject to that day being an Otherwise Working Day for the employee, they:

- a. Will be paid at double their ordinary hourly rate of pay (T2) for each hour worked; and
- b. Will be granted an Alternative Holiday.

16.4 On-call on a Public Holiday

16.4.1 Where an employee is required to be on call on a day that is a Public Holiday for them and is called into work they shall, subject to that day being an Otherwise Working Day for the employee:

- a. Be paid for the hours rostered on call at the appropriate Public Holiday on call rate (per clause 9)
- b. Be paid for call outs, in accordance with clause 9.6
- c. Be granted an Alternative Holiday.

16.4.2 Where an employee is required to be on call on a day that is a Public Holiday for them, but is not called back into work, they shall, subject to that day being an Otherwise Working Day for the employee:

- a. Be paid for the hours rostered on call at the appropriate Public Holiday rate (per clause 9)
- b. Be granted an Alternative Holiday.

16.4.3 If the Public Holiday is an Otherwise Working Day for the employee, and:

- a. If the Employer decides not to operate the ordinary roster; and
- b. Instead operates an on-call roster; and
- c. the Employee participates in that on-call roster

then the Employee will continue to receive payment as if the day was an Otherwise Working Day in addition to the contractual entitlements arising from being on call on the Public Holiday.

16.5 Shifts or on-call straddling a Public Holiday

Those employees who are required to work a night shift or period of rostered on call which straddles a Public Holiday shall be paid as per clause 16.3 or 16.4 (as applicable) for those hours which occur on the Public Holiday and the applicable rates for the remainder of the shift. Only one alternative holiday shall apply in respect of each Public Holiday or part thereof worked.

16.6 Entitlements where the employee's Public Holiday falls on a Saturday or Sunday, but is transferred for others to the Monday or Tuesday

16.6.1 Employees who are required to work on a Public Holiday on the weekend day(s) on which it falls and are paid under clause 16.3 for doing so, and who are also required to work on the weekday to which observance of the public holiday would otherwise be transferred (had the Public Holiday not been observed for them on the weekend day), will be paid at weekend rates as per clause 7.0 and Schedule 4 for time worked on the corresponding week day. For the avoidance of doubt, only one alternative holiday will be granted in this case.

16.6.2 If both the weekend day on which the Public Holiday falls, and the day to which it would otherwise be transferred, are Otherwise Working Days for the employee, then the employer can roster the individual on duty for both days. If, having worked the day on which the Public Holiday falls for them, the employer decides to roster the employee off duty on the transferred day and the employee was available and willing to work, then the employee will suffer no loss of ordinary pay for not working on the transferred day.

16.7 Otherwise Working Day

As per the Holidays Act (s.12), an Otherwise Working Day is a day that the employee would have been working had the day not been a public holiday, based on their usual roster and work patterns.

16.8. Alternative Holidays

16.8.1 Notwithstanding anything in clause 16, no employee will receive more than one Alternative Holiday in respect of any Public Holiday.

16.8.2 Alternative Holidays shall be taken and paid as specified in the Holidays Act 2003.

16.9 The following shall apply to off-duty days upon which the employee does not work:

16.9.1 Fulltime employees –

Where the day that is a Public Holiday for them is a rostered day off, then subject to 16.8, the employee will be granted one Alternative Holiday in respect of the public holiday, but will not receive any payment for the Public Holiday.

16.9.2 Fixed hours part-time employees –

Where the employee's days of work are fixed, Public Holiday entitlements will only arise if the day on which the Public Holiday is observed would be an Otherwise Working Day for that employee.

16.9.2 Non-fixed hours part-time employees –

Where the employee's days are not fixed, Public Holiday entitlements will arise if the day of the week on which the Public Holiday is observed is a day of the week that the employee worked more than 40% of the time over the last three months. Where Public Holiday entitlements do arise and the employee does not work, payment will be at the rate of relevant daily pay.

16.10 Public holidays falling during leave:

16.10.1 Leave on pay -

When a Public Holiday falls during a period of annual holidays, sick leave on pay or special leave on pay, an employee is entitled to that public holiday which is not debited against such leave.

16.10.2 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 or military leave without pay) unless the employee has worked during the fortnight ending on the day on which the Public Holiday is observed.

16.10.3 Leave on reduced pay -

An employee, during a period of leave on reduced pay, shall be paid at the relevant daily pay for public holidays falling during the period of such leave.

17.0 SICK LEAVE

Schedule three shall apply regarding:

Grandparented accumulation of sick leave for Waikato and Hawkes Bay Districts, and Wellness (sick) leave provisions for Lakes, Bay of Plenty, Wairarapa, Hutt Valley and Capital and Coast Districts.

For all other Districts excluding those with Wellness (see schedule three) the following shall apply:

17.1 Sick Leave

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.

17.1.2 The employee will be entitled to an additional ten (10) working days in each subsequent twelve-month period of service.

17.1.3 The maximum accumulation of unused sick leave is 260 working days.

17.1.4 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).

17.1.5 The employee shall ensure that notice is given to the employer on the first day of absence due to illness.

17.1.6 The employer is able to require a claim for leave to be supported by a medical certificate where absence exceeds three days.

17.2 Additional Discretionary Sick 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.

17.2.5 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.

17.2.6 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:

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

17.3 Incapacitated Dependents

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 & Long Service Leave

17.4.1 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 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 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.

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.

The parties agree that sick leave may be appropriate to attend scheduled medical appointments related to an illness or injury the employee or their dependent is suffering, provided that reasonable efforts are made by the employee to schedule such appointments outside of work time or at a time that will ensure minimal disruption to the service, in accordance with the above an absence of less than two hours will 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 Casual Employees -

Where a casual employee is unable to attend work as arranged due to sickness then the employee shall be paid the hours they would have worked. This is subject, and not in addition, to the sick leave entitlements and obligations set out above.

Sick Leave provisions are detailed in schedule three.

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 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 19.9 (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 19.10(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 19.10(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 19.10(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 19.10(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 19.9(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 preschool 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 maternity leave. Longer absence renders a person ineligible for preferential appointment.
- 20.3 Parental leave is a distinct and separate entitlement from childcare absence. Some women may choose to resign rather than take maternity leave. In this case they shall be credited with one additional year or six additional months of childcare absence in lieu of each maternity leave entitlement. Should a woman resign during the course of maternity leave she shall similarly be credited with a period of absence in lieu of the remainder of her maternity 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 preschool child or children;
 - (b) a statutory declaration to the effect that the absence has been due to the care of a dependent preschool 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 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.
- 20.14 Applicants for preferential re-entry rights do not have a right of review against their non-appointment.
- 20.15 Absence for childcare reasons will interrupt service but not break it.
- 20.16 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 unless there are exceptional circumstances which preclude this, in which case the employer may apply to the court for postponement.
- 21.2 An employee called on for jury service may elect to take annual leave, special 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 special 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 special 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 special 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 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 DOMESTIC VIOLENCE LEAVE

- 23.1 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 the relevant employer policies.

PART FIVE - TERMS OF EMPLOYMENT

24.0 HEALTH AND SAFETY and UNIFORMS

- 24.1 The parties shall ensure a work environment that supports staff to maintain the relationship between visual acuity and effective performance and shall ensure proactive system for the elimination of visual acuity hazards. The parties acknowledge their respective obligations to work together under the Health and Safety at Work Act 2016 to ensure healthy and safe work places and work practices are maintained.

Where the employer requires the employee to wear a uniform it shall be supplied free of charge but shall remain the property of the employer. Employees shall be supplied with uniform on the following annual basis:

If working 35-40 hours per week -	7 items
If working 25-34 hours per week -	5 items
If working 17-24 hours per week -	4 items
If working up to 16 hours per week -	3 items.

Or a uniform allowance equal to \$11 per week shall be paid.

- 24.2 Where the employer stipulates a uniform is not to be worn then the uniform allowance of \$11 per week shall be paid.

25.0 REFUND OF ANNUAL PRACTISING CERTIFICATE & PROFESSIONAL ASSOCIATION FEES

Where an employee is required by law to hold an annual practising certificate, licence or equivalent under HPCAA in order to practise that profession or trade with the employer, the cost of the certificate, licence or equivalent shall be refunded to the employee.

The employer shall reimburse to employees the annual membership fee of at relevant professional organization to the value of up to \$500 per annum on production of receipts.

26.0 CONTINUING PROFESSIONAL DEVELOPMENT AND TRAINING

- 26.1 The employer is committed to continuing professional development (CPD) and the ongoing professional development of its employees.

Employees shall be entitled to:

- A minimum of 5 days approved education leave each year, which can be used on rostered and non-rostered days (including weekends), accumulative to three years. Compulsory requirements are not included in this allocation.
- Reimbursement for all travel, accommodation, fees and expenses incurred in CPD to a maximum of \$2,800 per annum as per the following provisions.
- This entitlement may be accumulated to a maximum of \$8,400 over a three year period.

Where an employee also undertakes ordinary hours work in the private sector in the

specific field of work also performed in public, the sum of \$2,800 shall be prorated down equivalent to the hours worked in that specific field in private (e.g. if working 2/10th in private general sonography, reimbursement shall be to a maximum of \$2,240).

- 26.2 All unused CPD funds at each District, at the end of each year, will be pooled into a general fund and held at each DHB. 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 CPD allowances not used due to a Sonographer

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

CPD Pooled Fund Administration

The CPD pool shall be administered by a CPD 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

- 26.3 The employee 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.

- 26.4 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.

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

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

26.4.3 Whenever possible, 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 examination or for completing internal assessment.

26.5 If the District 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.

27.0 PROFESSIONAL MEDICAL INDEMNITY INSURANCE

The employer shall ensure that it is insured in such 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 from an employee for claims arising after an employee has ceased employment with the employer in respect of acts or omissions during employment.

In Hawkes Bay District the costs of professional indemnity insurance shall be reimbursed by the employer to the employee on presentation of receipts up to a maximum of \$190 per annum.

28.0 VARIATION CLAUSE

This Agreement may be varied by agreement between all employer parties, APEX and a majority of directly affected employees. Such agreement shall be in writing and signed by all employer parties and the union party.

29.0 EMPLOYEE PARTICIPATION

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.

30.0 MANAGEMENT OF CHANGE

30.1 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.

Regular consultation between the employer, employees and their union is desirable on matters of mutual concern and interest. The aim of consultation is to contribute to:

- maintaining co-operation between the parties
- improved decision making
- contribute to a more harmonious, effective, efficient, safe and productive workplace.

- 30.2 (i) The employer accepts that elected delegates are the recognised channel of communication between the union and the employer in the workplace.
- (ii) Paid time off shall be allowed for recognised delegates to attend meetings with management and to consult with employees covered by this Agreement, other recognised workplace delegates and union officials. The purpose will be to consult and discuss the issues addressed in this clause, other clauses of this Agreement and employee participation, staff surplus, effectiveness studies and options for resolving staff surplus.

(iii) The amount of time off and facilities provided shall be sufficient to allow full consideration of these issues addressed by this clause.

30.3 Mechanisms established for the purpose of 'Management of Change' will allow input and recommendations to be made to the employer, who will consider these recommendations and will endeavour to take the views of their employees into account as far as possible before making final decisions.

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

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

30.5 Employment Protection Provisions

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

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

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

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

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

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

- a Superannuation entitlements.

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

30.5.6 The CNE shall provide offers of employment to the affected employees. The offer of employment must be on the same terms and conditions as applied to the employee immediately before the restructuring took effect.

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

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

30.5.9 If any employee is unable to respond within the timeframe set out in clause 29.5.8 above, because they are away from the workplace or as a result of some other extenuating circumstance, the employee shall have until such time as is reasonable to respond. For example, should the employee be overseas on holiday, and then the time for response should be two weeks from their return from overseas.

30.5.10 Clause 30 shall apply to any employees who choose not to transfer to the CNE, except that the terms of clause 30.2.1 and the notice period in clause 30.3 shall be regarded as having been met, so that the employer shall not be required to pay compensation for redundancy to the employee as set out in clauses 30.11 and 30.12 of this agreement.

31.0 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 sub clause 30.5 below shall be invoked and decided on a case by case basis by the employer having due regard to the circumstances of the affected employee.

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

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) 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 30.11 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 Severance - Payment will be made in accordance with the following:
- 31.11.1 "Service" for the purposes of this sub clause means total aggregated service with the employing DHB, HHS, CHE, an Area Health Board or Hospital Board and with one or more of the following services:
- (a) Public Service
 - (b) Post Office
 - (c) New Zealand Railways
 - (d) any University in New Zealand
 - (e) any Health Centre in any New Zealand Polytechnic and/or College of Education but excludes any service with any of the above Services or with any DHB which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance or similar payment from any of the above services or from any DHB.
- 31.11.2 8.33 per cent of basic salary (TI 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

- 31.11.3 12 per cent of basic salary (TI rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
- 31.11.4 4 per cent of basic salary (TI rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- 31.11.5 Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (TI 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 (TI rate only) the employee would have received between their cessation and the date of their compulsory retirement.
- 31.11.6 If the employee has ten or more years' service, the full retiring gratuity as set out in the scale contained in schedule 1 shall be paid.
- 31.11.7 Employees with not less than eight years' service but less than ten years' service, shall be paid two weeks' basic salary (TI rate only).
- 31.11.8 Employees with not less than five years' service but less than eight years' service, shall be paid one week's basic salary (TI rate only).
- 31.11.9 Outstanding annual leave and long service leave may be separately cashed up.
- 31.11.10 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.
- 31.11.11 Counselling - Counselling for affected employees and family will be made available as necessary.

32.0 PAYMENT OF WAGES

- 32.1 All wages shall be paid two weekly (14 day), no later than Thursday.
- 32.2 Each employee shall be supplied with a statement showing details of earnings, allowances and deductions for each pay period.
- 32.3 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.
- 32.4 All wages shall be paid on termination in the event of 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.

PART SIX - OTHER PROVISIONS

33.0 STOPWORK MEETINGS

- 33.1 Subject to subsections 33.2 to 33.5, the employer shall allow every employee covered by this agreement to attend, on ordinary pay, at least two meetings (each of a maximum of two hours' duration) in each year (being the period beginning on the 1st day of January and ending on the following 31st day of December) with their representatives.
- 33.2 The representative shall give the employer at least 14 days' notice of the date and time of any meeting to which subsection 33.1 is to apply.
- 33.3 The representative shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any meeting, including, where appropriate, an arrangement for sufficient employee's members to remain available during the meeting to enable the employer's operation to continue.
- 32.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any employee for a period greater than two hours in respect of any meeting.
- 33.5 Only employees who actually attend a meeting shall be entitled to pay in respect of that meeting and to that end the representative shall where requested supply the employer with a list of employees who attended and shall advise the employer of the time the meeting finished.

34.0 DEDUCTION OF APEX FEES

The employer shall deduct employee APEX fees from the wages/salaries of employees when authorised in writing by members. The employer will provide APEX, on a quarterly basis, with a list of employees covered by this agreement specifying, also, occupations and workplaces. In each instance where APEX requests the employer to increase the fees deducted, APEX shall provide written confirmation of its legal entitlement to request such an increase.

35.0 EMPLOYEE REPRESENTATIVE RIGHT OF ENTRY

The authorised union representative shall be entitled to enter at all reasonable times upon the premises for the purposes related to:

- the employment of its members,
- and / or the union's business.

36.0 EMPLOYMENT RELATIONS EDUCATION LEAVE

The employer shall grant leave on pay annually for members of APEX to attend courses authorised by APEX to facilitate the employees' education and training as employee representatives in the workplace.

The number of days education leave per annum granted shall be as follows:

- 1- 5 members = 3 days;
- 6-50 members = 5 days;
- 51-280 members = 1 day for every 8 FTE or part thereof;
- Over 281 members = 35 days plus 5 days for every 100 FTE or part thereof that

exceeds 280.

37.0 PERSONAL GRIEVANCE, DISPUTES & EMPLOYMENT RELATIONSHIP PROBLEMS

- 36.1 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.
- 37.2 Where an Employment Relationship Problem arises the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:
- a) The Employee will be provided the opportunity to be represented by their union or other such support person of their choosing at any time during the resolution process.
 - b) If the matter is unresolved either party is entitled to seek mediation from the Ministry of Business, Innovation and Employment or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)
- 37.3 A “personal grievance” means a claim that you:
- i) have been unjustifiably dismissed; or
 - ii) have had your employment, or your conditions of employment, affected to your disadvantage by some unjustifiable action by The employer; or
 - iii) have been discriminated against in your employment; or
 - iv) have been sexually harassed in your employment; or
 - v) have been racially harassed in your employment; or
 - vi) have been subjected to duress in relation to union membership.
- 37.4 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.
- 37.5 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.
- 37.6 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.

38.0 SAVINGS CLAUSE

Nothing in this Agreement shall operate so as to reduce the conditions of employment applying to any employee at the date of this Agreement coming into force unless specifically identified and agreed between the parties.

39.0 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.

40.0 SUPERANNUATION

The provisions of the KiwiSaver Act 2006, shall apply.

41.0 TERM OF AGREEMENT

This Agreement shall have a term from 1 December 2022 until the 31 July 2024.

Dated this day of 2023.

Dr Deborah Powell National Secretary APEX	Fepulea'i Margie Apa Chief Executive Te Whatu Ora
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SCHEDULE 1: RETIRING GRATUITIES

TO REMAIN AS PER CONDITIONS OF EMPLOYMENT IMMEDIATELY PRIOR TO COMMENCEMENT OF THIS MECA. (THE PARTIES AGREE THAT THIS SCHEDULE IS INTENDED TO RECORD DHB RETIRING GRATUITY PROVISIONS IN PLACE PRIOR TO THE COMMENCEMENT OF THIS MECA)

Retiring Gratuity Provisions do not apply to MidCentral, Canterbury, Wairarapa and Hawkes Bay Districts

GENERALLY APPLICABLE CLAUSES

- 3.1 For the purposes of establishing eligibility for a gratuity, total DHB service may be an 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.
- 3.2 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.
- 3.3 Gratuities “shall” (“may” in Tairāwhiti, Otago and South Canterbury DHBs) 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 Agreement has been made or who is in a de facto relationship.
- 3.4 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.
- 3.5 For the purposes of calculating the amount of gratuity which an employer “may” (“shall” in Southland) pay, the rate of pay on retirement shall be the basic rates of salary or wages plus adult allowance, dependants allowance and training allowance.
- 3.6 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.
- 3.7 The scale for calculating gratuities referred to below is as follows (unless stated otherwise):

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.

CAPITAL AND COAST RETIREMENT GRATUITIES

- 2.1 The employer shall pay a retiring gratuity to employees retiring who have had not less than ten years' service recognised as at 10 August 1994.
- 2.2 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. Where part-time service is involved the gratuity should be calculated to reflect this.
- 2.3 Gratuities shall be paid to the estate of employees who die before retirement or who die after retirement but before receiving a gratuity.
- 2.4 For the purposes of calculating the amount of gratuity which the employer shall pay, the rate of pay on retirement shall be the ordinary rate of pay only.

From 10 August 1994 no further service shall accrue regarding the payment of retiring gratuities.

Employees who currently qualify for a gratuity payment will be advised of their entitlement in writing, with and a copy of the advice being placed on their personal file.

WAIKATO RETIRING GRATUITIES

NOTE: This clause shall not apply to employees employed after 23 June 1992.

- 6.1 The employer may pay a retiring gratuity to staff retiring from the organisation who have not had less than 10 years' service with the employer, with the employer and one or more other

District Health Board or its predecessor, and with one or more of the following services: the Public Service or any University in New Zealand.

- 6.2 Notwithstanding the above employees of the organisation employed prior to 21 April 1991 shall continue to have all periods of service recognised prior to that date credited for the purpose of calculating retirement gratuities.
- 6.3 The parties agree that it may be necessary to vary this clause during the term of the collective agreement to comply with the changes to the Human Rights Act 1993.

WHANGANUI RETIRING GRATUITIES

- 7.1 The employer may pay a retiring gratuity to all existing staff from the organisation who have had no less than 10 years continuous service. Employees who are employed after 29 May 1995 shall not receive or earn any retirement gratuity.
- 7.2 The employer may also grant half of their retirement gratuity entitlement to those employees resigning after not less than 10 years service as a result of ill health which prevents them from continuing in their position.
- 7.3 The amount of any gratuity previously received in respect of service taken into account in the calculation, shall be deducted.

NELSON MARLBOROUGH RETIRING GRATUITIES

- 8.1 For employees who were employed by the employer at 28 April 1999 the employer may pay a retiring gratuity to employees retiring from the company and who have had no less than twenty years' service with Nelson Marlborough District Health Board and its predecessors, provided that the existing qualifying service of employees employed by the employer at the commencement of this Collective Agreement is not affected by the coming into effect of this clause.
- 8.2 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. The entitlement is calculated in consecutive days' pay.

WEST COAST RETIRING GRATUITIES

- 9.1 This provision shall only apply to those employees who employed by the employer prior to 31 May 1997.
- 9.2 The employer shall pay a retiring gratuity to staff retiring from the employer who have had no less than 10 years' service with the NZ Health Service.
- 9.3 Notwithstanding the above, employees of the employer employed prior to 1 June 1995 shall continue to have all periods of service recognised prior to that date credited for the purpose of calculating retirement gratuities.

HUTT VALLEY DHB RETIRING GRATUITIES

Staff who have completed ten (10) or more years' current continuous service with the Wellington Hospital Board, the Wellington Area Health Board and Hutt Valley District Health Board Corporation and who, as at the date of the previous applicable collective employment Agreement (HVDHB Corporation Ltd. Medical Radiation Technologists CEC, 21 August 1995 – 21 August 1997) coming

into effect, had a retiring gratuity payment due to them as at the commencement date of the previous applicable collective employment Agreement, will have their number of days of retiring gratuity entitlement identified and will be advised the value.

The entitlement, which at the commencement of the previous applicable collective employment Agreement (HVDHB Corporation Ltd. Medical radiation Technologists CEC, 21 August 1995 – 21 August 1997) was assessed and frozen, will be paid if the employee can prove to the satisfaction of the Board that it is their intention to retire permanently from paid employment. The payment is also subject to the satisfactory performance of the employee.”

Staff with less than ten (10) years' service will not be entitled to any gratuity on cessation of service.

TAIRAWHITI DHB RETIRING GRATUITIES

The employer may pay a retiring gratuity to an employee employed by the employer prior to 1 October 1993 and who is retiring from the employment of the employer where that employee has had not less than 10 years service with the employer.

For the purposes of establishing 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.

The definition of service for the purpose of gratuities for an employee engaged prior to 1st October 1993 shall include all periods of employment with the following services or organizations: Health service (Hospital Boards, Area Health Boards and Health Service Personnel Commission).

- i) Service with one or more of the above organisations, which is continuous with current employment in the health service may be credited provided the total period of service is continuous, i.e. broken by an interval of no more than one month.
- ii) Periods of service which are:
 - a. With the health service and of at least 6 months duration; or
 - b. With one or more other organizations listed above, and of at least two years duration; may be credited, provided the service ended within five years of the date of current appointment to the health service.
- iii) Service which has been recognized in a previous period of employment must be reconsidered in the new period of employment and meeting the provisions outlined in i) and ii) above.
- iv) Extended leave without pay at the end of a period of service which ends in a resignation or in termination of services is excluded from previous service for crediting, i.e. the effective date for deciding service is the last day actually on pay. Provided further that the employee is recruited directly into the health service or other approved organization within one month of ceasing previous employment and subsequent service is continuous, i.e. broken by an interval of no more than one month in each case.

For employees employed after 1st October 1993 the employer may pay a retiring gratuity to staff retiring from Tairāwhiti District Health who have had no less than 10 years of current continuous service with Tairāwhiti District Health.

Employees employed after 1st September 1998 shall not be eligible for a gratuity.

For the purposes of calculating the amount of gratuity the rate of pay on retirement shall be the basic rate of salary.

OTAGO DHB RETIRING GRATUITIES



This provision shall only apply to employees who were employed by Otago District Health Board on 1 April 2004.

The employer may pay a retiring gratuity to staff retiring who have had no less than 10 years' service with the employer, and any Area Health Board and with one or more of the following services: the Public Service, or any university in New Zealand.

Notwithstanding the above, employees of an area health board 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.

Notwithstanding the above, for employees who commenced employment with the Otago Area Health Board after 9 November 1992 service shall be deemed to comprise all periods of employment with the Otago Area Health Board and HealthCare Otago.

For the purposes of the scale for calculation of gratuities, a "day" is the equivalent to the number of hours worked a fortnight divided by 10. The parties acknowledge that, in terms of Section 30A of the Human Rights Act 1993, HealthCare Otago took into consideration the employee's age in determining the eligibility of entitlement for a retiring gratuity. The parties further acknowledge that clause 12 (Retiring Gratuities) was a term of the HealthCare Otago MRT CEC in force on 01 February 1999.

SOUTHLAND **RETIRING GRATUITIES**

Retiring Gratuities shall only apply to employees employed prior to 1 July 1996.

The employer shall pay a retiring gratuity to staff retiring from Southland District Health Board who have reached the age of 60 years, and who have had not less than 10 years' service with the employer, and one or more other DHB's and with the New Zealand Health Service.

For the purposes of establishing eligibility for a gratuity, total Southland District Health Board 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.

LAKES DHB **RETIRING GRATUITIES**

The benefits of this clause were applicable only to those staff who were an employee of Lakeland Health on 21 November 1994. No gratuities payment was to be made to those staff who commenced at Lakeland Health or Lakes District Health Board after 21 November 1994.

All gratuities are to be capped at the current value as at 30 June 2000 and this capped value only to be paid out on retirement of an employee. There will be no further annual increase to the gratuity value. The exception to this clause are those employees listed in the MRT Lakes DHB/NZNO Collective Agreement (1 January 2005 to 30 June 2006).

SOUTH CANTERBURY **RETIRING GRATUITIES**

- 1.1 The employer may pay a retiring gratuity to staff retiring from the Company who have had no less than 10 years' current continuous.
- 1.2 Service entitlements as at 1 January 2004 that recognise service with other employers shall continue to be recognised while the employee remains in current continuous service with that employer.

1.3 The gratuity is based on the following scale:

Current Continuous Service	Maximum Gratuity
Not less than 10 years Not less than 11 years and up to 26 years	31 days Additional 4 days for each full year of service in excess of 10 years.
Not less than 26 years and up to 40 years	Additional 6 days for each full year of service in excess of 25 years to a maximum of 40 years.

Note: These are consecutive rather than working days.

SCHEDULE 2: CURRENT DISTRICT PROVISIONS

WAIRARAPA District

Child Care Support (This clause shall not apply to employees employed after 12 January 2012)

Where an employee who is entitled to parental leave of up to 12 months returns to duty, before or at the expiration of extended leave, that employee qualifies for a childcare support payment.

- (a) Application for the childcare support payment must be made within two weeks of return from parental leave.
- (b) Where an application for the childcare support payment has been lodged and processed, a payment of \$200 per fortnight shall be paid in addition to the normal fortnightly payment.
- (c) The payment shall continue to be paid fortnightly until such time as the total amount paid reaches the equivalent of 30 working days pay of the individual's base salary (pro rata for part time staff).
- (d) If both partners are employed by the employer and are eligible for the payment then they are entitled to only one payment. The employees will indicate who will receive this payment.

Maximum Consecutive Days

An employee shall not be required to be on duty for more than 7 consecutive days unless otherwise mutually agreed and will be entitled to 2 periods of 24 hours off duty each week unless otherwise mutually agreed.

WEST COAST District

1 Roster Frequency Allowance – Grey Base Hospital

The Employer shall pay an employee on a roster an annual availability allowance calculated on the following basis:

Frequency of Roster	Payment
One in Two	\$2,229
One in three	\$3,901

Note: the above annual availability allowance payment shall be paid pro rata as a weekly allowance when applicable. Any payment to a Part-time employee shall be paid as a pro rata payment.

2.0 Meal/Telephone Provisions

Westport Only

A shift worker works a qualifying shift (reference clause 7 below) of seven 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 provided with a meal.

Greymouth/Westport

Westport - Telephone Allowance: - The Employer shall pay an annual allowance of \$446 per annum in recognition of line rental costs for employees participating on the on call roster

Greymouth – Telephone /Meal Allowance – The employer shall pay an annual allowance of \$891 per annum in recognition of telephone line rental costs for those employees participating in the on-call roster and for employees to purchase their own meals in the case of those employees who are required to work more than one hour beyond their normal rostered shift.

3.0 Transport for Call Outs

A pool vehicle is to be available to employees who are on-call. The vehicle will be available from 5pm and is to be returned by 8 am the following morning, or, when working weekend on-call, Monday morning at 8 am. The vehicle is to be used for on-call purposes only and is not intended for personal use under any circumstances. Staff who wish to use the pool vehicle are required to furnish the employer with a letter confirming that they do own their own vehicle, in compliance with fringe benefit tax legislation. This provision shall apply subject to prior approval being obtained from the Charge MRT.

4.0 Public Holidays

In addition to all other provisions of this CA, the employee will be entitled to 1 day each year as a company holiday on a day not being a public holiday, a Saturday or a Sunday. When an employee becomes entitled to additional annual leave after 5 years service, they shall not receive the additional 1 day as provided for under this clause.

5.0 Footwear

- 5.1 Where the employer specifies that a medical radiation technologist is to wear a particular type of duty shoe, two pairs shall be supplied free of charge to every whole time medical radiation technologist or an allowance of (\$150 from 1 July 2006) per annum shall be paid in lieu.
- 5.2 Where duty shoes are specified, six pairs of duty; socks, stockings or pantihose shall be supplied free of charge or an allowance of (\$36.93 from 1 July 2006) per annum shall be paid in lieu.
- 5.3 In the case of a medical radiation technologist who is employed part time, a proportionate part of those allowances shall be paid as applicable.

6.0 Leave to attend meeting of statutory boards and committees

- 6.1 the employer shall grant leave on full pay to employees attending meetings of boards or committees covered by the department of health provided that:
 - 6.1.1 the appointment to the board or committee is by ministerial appointment
 - 6.1.2 any remuneration received for the period that paid leave was granted shall be paid to the employer.

- 7.0 **Shift work :** Should the need arise for shifts (outside of the current hours of work) to be worked, the parties agree to commence negotiations for payment of such. Existing employees would work these shifts by mutual agreement.

8.0 Health And Safety

- 8.1 The employer shall comply with the provisions of the Health And Safety in Employment Act 1992 concerning safety ,health and welfare matters.
- 8.2 The parties to this agreement agree that employers should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken.
- 8.3 It shall be the responsibility of the employer to ensure that the workplace meets required standards and the adequate and sufficient safety equipment is provided.
- 8.4 It shall be the responsibility of the every employee covered by this agreement to work safely and to report any hazards, accidents or injuries immediately to his/her supervisor.
- 8.5 It is a condition of employment that safety equipment and clothing required by the employer to be worn or used by the employee must be worn or used and that safe working practices must be observed at all times.

- 8.6 As soon as practicable after commencing work the worker shall be advised of safety procedures peculiar to the hospital environment with particular attention to health hazards likely to be met in his/her day to day work.
- 8.7 The ventilation in the department in general and more specifically the automatic processor shall be tested periodically (at least annually) or more frequently if it is considered there is a problem with inadequate ventilation. If a problem is identified steps to resolve this shall be undertaken as soon as practicable.
- 8.8 The MRT health shall be monitored on regular basis (at least annually) with lung function and liver function tests.
- 9.0 Maximum Consecutive Days**
Where practicable, ordinary days of work shall be worked on not more than 5 successive days each week except that in no circumstances are employees to work on more than 7 successive days at any one time.

Lakes District

Staff attending scheduled and approved Radiographer Team Meetings on their rostered day off are to be paid at ordinary time.

If there is any planned significant increase in volumes, eg new contracts, then the FTE and number of procedures will be reviewed by the parties.

From 5.00 pm Saturday to Midnight Sunday Monday penal rates shall be paid at T1 in addition to the normal hourly rate.

Maximum Consecutive Days

Where practicable, ordinary days of work shall be worked on not more than 5 successive days each week except that in no circumstances are employees to work on more than 7 successive days at any one time.

Tairawhiti District

Employees appointed to the position of Quality Manager (excluding those in a unit or area charge position) shall receive an allowance of \$2,500 PA pro rata in relation to FTE.

Maximum Consecutive Days

Where practicable, ordinary days of work shall be worked on not more than 5 successive days each week except that in no circumstances are employees to work on more than 7 successive days at any one time.

Hutt Valley District

Superannuation

The employer shall continue to meet employer contributions to subsidised superannuation scheme(s) for any employee who is a contributor to a superannuation scheme subsidised by Hutt Valley DHB as 4th August 1999.

Duties of Employees

Duties of employees shall include any work which may be required of them in connection with the employer's business and for which employees have the requisite skills, training and experience or where employees can acquire same within a reasonable period.

Employees shall accurately record starting and finishing times, meal intervals, details of work carried out and maintain other records as required.

Maximum Consecutive Days

An employee shall not be required to be on duty for more than 7 consecutive days unless otherwise mutually agreed and will be entitled to 2 periods of 24 hours off duty each week unless otherwise mutually agreed.

Waikato District

- 2.1 The revised heads of agreement dated 1/7/2002 continues to apply as part of this collective agreement.
- 2.2 An employee unable to take a meal after five hours' duty shall be paid at time-half rate in addition to normal salary from the expiry of five hours until the time when a meal can be taken. Except that on Saturdays, Sundays and Public Holidays an employee shall be paid at time three quarters (T1³/₄) in addition to normal salary.
- 2.3 No roster shall contain breaks between duties of less than 9 consecutive hours. If the actual break between worked duties is less than 9 overtime rates shall apply. Where an employee takes rostered time off to get this break they shall be paid at T1 rate for the time they are rostered to work.

MidCentral District

- 3.1 **Educational Expenses** - Where an employee is undertaking, at the requirement of the employer, studies towards qualifications relevant to their work, the employer will reimburse all actual and reasonable expenses incurred including course fees, travel and accommodation.

Hawkes Bay District

- 4.1 Alternatively, those employees who elect to work a rostered shift covering 0000 Monday to 0700 Friday, the midnight to 7.00 am shift, shall be paid a shift allowance of \$45.00 per shift.
- 4.2 For those employees taking part in this 0000 to 0700 roster, such payments set out in the night rate clause of the Agreement will not apply.
- 4.3 This roster will only commence when seven staff are available to work it on a no more than one in six rotation.
- 4.4 With the normal staff complement of no less than seven, annual leave will be self covered. Unexpected/additional leave will be covered by the on call provisions.
- 4.5 Current employees who volunteer to become part of the night shift roster will register their intent by signing a change to their hours of work, that will remain in place for a five year period. On the completion of the five years the employee may elect to no longer be part of the night shift roster at any time. This clause will not include those current employees who have already signed an agreement to work the nightshift as part of their terms and conditions.
- 4.6 The current evening shift, 1630 to 2400, shall incur a shift allowance of \$20.00 for each shift once clause 4.5 is operational.

Nelson Marlborough District

- 5.1 Employees who fully participate in the on-call roster will receive two days annual leave in addition to 15.1 above. An additional two days annual leave will be granted to staff required to participate in shift work in accordance with clause 5.7. All leave will be on a pro-rata basis for part time employees. This clause shall cease to have effect from 1 December 2008.

Whanganui District

- 7.1 Accident leave in addition to clause 22 of the agreement, if the accident is accepted by the Employer as a work-related accident the employee will be placed on accident leave for the first week and paid at the basic rate of salary. This does not affect any sick leave entitlement. Should the period of absence on accident leave be longer than the first week, the employee may apply to have any shortfall in the basic salary paid as earnings compensation paid by the employer and debited to sick leave entitlement. Approval is at the sole discretion of the employer.

Canterbury District

Maximum Consecutive Days

An employee shall not be required to be on duty for more than 7 consecutive days unless otherwise mutually agreed and will be entitled to 2 periods of 24 hours off duty each week unless otherwise mutually agreed.

Schedule One of the CDHB Clinical Support Services Collective Agreement (1 January 2002 – 31 December 2003)

The following provisions shall continue to apply to those Employees who had previous grand parenting arrangements as referred to in Clause 3.3 (of the previous CDHB Clinical Support Services Collective Agreement) whilst they remain currently continuously employed with the Employer. They take the place of those previously held on payroll files.

1. For those Employees previously covered by the Area Health Boards' Medical Radiation Technologists' in the Whole of New Zealand Award which expired on 23 June 1992:

Service

Where the Agreement provides a benefit by way of length of service (e.g. long service leave), service shall be calculated in accordance with the appropriate definitions in the Area Health Boards' Medical Radiation Technologists' in the Whole of New Zealand Award, which expired on 23 June 1992.

2. For those Employees previously covered by the Allied Health Professionals' Collective Employment Contract (10 May 1993 – 30 June 1994)

Severance Provisions (if these ever apply)

The provisions of Clause 27.4 of the Allied Health Professionals' Collective Employment Contract, which expired on 30 June 1994, shall apply in lieu of Clause 30 of the MRT MECA.

Redeployment (if these ever apply)

As an alternative to the lump sum payment in Clause 25.3.iii of the MRT MECA, the Employee may choose to receive an ongoing equalisation allowance for two years equivalent to the difference between the previous base salary and the new base salary, which allowance is abated by any salary increase.

Service

Where the MRT MECA provides a benefit by way of length of service (e.g. long service leave), service shall be calculated in accordance with the appropriate definitions in the Allied Health Professionals' Collective Employment Contract, which expired on 30 June 1994.

Schedule One of the previous CDHB Clinical Support Services Collective Agreement

The following provisions shall continue to apply to those Employees who had previous grand parenting arrangements as referred to in Clause 3.3 (of the previous CDHB Clinical Support Services Collective Agreement) whilst they remain currently continuously employed with the Employer. They take the place of those previously held on payroll files.

1. For those Employees previously covered by the Area Health Boards' Medical Radiation Technologists' in the Whole of New Zealand Award which expired on 23 June 1992:

Service

Where the Agreement provides a benefit by way of length of service (e.g. long service leave), service shall be calculated in accordance with the appropriate definitions in the Area Health Boards' Medical Radiation Technologists' in the Whole of New Zealand Award, which expired on 23 June 1992.

Penal

Where the Employee is regularly required to work and continues to regularly work on a Saturday or Sunday and would have previously been paid under Clause 6(5)(a) and (b) of the Area Health Boards' Medical Radiation Technologists' in the Whole of New Zealand Award, which expired on 28 June 1992, but is now paid under Clause 8 of the MRT MECA, the difference between the old payment rate (previous contract) at penal T2 and the new payment rate (new Agreement) at ordinary time plus weekend duty allowance under the new Agreement shall be paid (grand parented) until the difference reduces and disappears over a period of time.

2. For those Employees previously covered by the Allied Health Professionals' Collective Employment Contract:

Severance Provisions (if these ever apply)

In accordance with Clause 25.8 of the MRT MECA, the provisions of Clause 27.4 of the Allied Health Professionals' Collective Employment Contract, which expired on 30 June 1994, shall apply in lieu of Clause 25.5 of the MRT MECA.

Redeployment (if these ever apply)

As an alternative to the lump sum payment in Clause 25.3.iii of the MRT MECA, the Employee may choose to receive an ongoing equalisation allowance for two years equivalent to the difference between the previous base salary and the new base salary, which allowance is abated by any salary increase.

Service

Where the MRT MECA provides a benefit by way of length of service (e.g. long service leave), service shall be calculated in accordance with the appropriate definitions in the Allied Health Professionals' Collective Employment Contract, which expired on 30 June 1994.

Penal

Where the Employee is regularly required to work and continues to regularly work on a Saturday or Sunday and would have previously been paid under Clause 7 of the Allied Health Professionals' Collective Contract, which expired on 30 June 1994, but is now paid under Clause 8 of the MRT MECA, the difference between the old payment rate (previous contract) at penal T2 and the new payment rate (new Agreement) at ordinary time plus

weekend duty allowance under the new Agreements shall be paid (grand parented) until the difference reduces and disappears over a period of time.

Otago District

- (a) The parties agree to convene from time to time as required a joint working group to consider and recommend criteria to the employer for the granting of Certificates of Proficiency, such criteria to be specific to the different work specialty areas with Otago DHB that this Agreement covers.
- (b) Employees who gain a ODHB Certificate of Proficiency will be paid an annual lump sum of \$500 (net). Otago District Health Board will pay up to 65% of the cost towards training (up to a maximum of \$950) for MRT's who undertake external courses of proficiency.

Only one Certificate of Proficiency will be recognised for payment per employee in any one year (01 July to 30 June). Despite this, an employee may hold more than one Certificate.

Each ODHB Certificate of Proficiency will be current for a two year period.

- (c) For MRT's who complete the NZIMRT Certificate of Proficiency in Mammography or another mammography training programme recognised by the NZIMRT, the employer will pay up to 65% of the costs towards training (up to a maximum of \$950).

Mammography

A daily incidentals reimbursing allowance of \$50 shall be paid to each employee working in the mobile screening unit when there is no overnight stay required. This figure is non taxable and linked to wage increases. Receipts are not required.

Maximum Consecutive Days

An employee shall not be required to be on duty for more than 7 consecutive days unless otherwise mutually agreed and will be entitled to 2 periods of 24 hours off duty each week unless otherwise mutually agreed.

Bay of Plenty District

Tauranga Hospital; Maximum Consecutive Days

For those employees who commenced work prior to 23/1/1995, the following provisions shall apply: Where practicable, ordinary days of work shall be worked on not more than 5 consecutive days each week with a maximum number of consecutive duties to be 7 (and up to 10 by agreement).

By mutual agreement, for those employees who commenced work after 23/1/1995, where the ordinary hours are 40, the following provisions apply: Where practicable ordinary days of work shall be worked on 5 consecutive days with the maximum number of consecutive duties to be 7 – extendable to 10 by mutual agreement.

Whakatane Hospital: Maximum Consecutive Days

Generally no more than 5 consecutive periods of duty may be worked at a time, however to meet service needs up to 7 consecutive periods of duty may be worked. When 7 consecutive periods are worked these shall be followed by no less than 2 consecutive days off.

South Canterbury District

Maximum Consecutive Days

An employee shall not be required to be on duty for more than 7 consecutive days unless otherwise mutually agreed and will be entitled to 2 periods of 24 hours off duty each week unless otherwise mutually agreed.

Southland District

Qualification Allowance

An employee will be paid a one off payment of \$400 on achievement of a Certificate Level Post Graduate Qualification, which has a benefit to the Medical Imaging Service. Only employees employed at the 22 April 2005 qualify for this payment.

Maximum Consecutive Days

An employee shall not be required to be on duty for more than 7 consecutive days unless otherwise mutually agreed and will be entitled to 2 periods of 24 hours off duty each week unless otherwise mutually agreed.

SCHEDULE THREE: CURRENT SICK LEAVE PROVISIONS

Grandparented Accumulation of Sick Leave Entitlements

Waikato District

Sick leave shall accumulate by carrying forward from one year to another any unused sick leave, but shall not exceed 320 days for employees employed before 23 June 1992.

Hawkes Bay District

Notwithstanding the above, any employee who was employed by the employer prior to 1 October 2011 shall have previous maximum accumulation entitlements preserved.

HUTT VALLEY District SICK LEAVE

Where the absence is due to sickness the following provisions, will apply.

- 1.2 The availability of sick leave in terms of this clause relies on mutual trust between the employer and employees and their colleagues, and the belief that, if ill, staff should be allowed to recover from any incapacity without fear of immediate termination of employment or loss of pay.

However, any employee who is found to be abusing this trust by taking time off for illness when not ill will be regarded as having committed serious misconduct and may be summarily dismissed.

- 1.3 During the first six (6) months of service an employee shall be entitled to ten (10) days' sick leave on pay.
- 1.4 After completing six (6) months' continuous service an employee if ill is able to take such time off work on pay as is necessary to recover from the illness and return to work.
- 1.5 An employee who is absent for reasons of ill health for a period of three (3) days or more shall, if so required, supply a medical certificate to the manager setting out the nature of the illness and the date by which the employee may be expected to return to work.
- 1.6 If the absence is long term in nature and work related the employee shall be entitled to full ordinary pay for up to six (6) months. The manager may approve a second period of six (6) months or longer on full pay.

If the absence is not work related the manager may reduce the employees pay to half ordinary pay after the first three (3) months.

Throughout the period of absence the employer may make periodic checks on progress of recovery or rehabilitation. If after three (3) months' absence a medical certificate indicates that an employee is unlikely to return to normal work within a further three (3) months', redeployment will be considered. Employment may be terminated if the employee is unable to return to work at the six (6) month point.

- 1.7 The employer shall have the right in exceptional circumstances to request the employee to visit a registered medical practitioner nominated by and at the expense of the employer.

2. Injury

- 2.1 The provisions of the Accident Insurance Act 1998 or any amendment or Act passed in substitution for this Act shall apply.
- 2.2 Where the absence from work as a result of an injury (work or non-work or motor vehicle) accident the employee must provide copies of the claim for cover and expenses, initial medical certificate and any further medical certificates.
- 2.3 Employees must report any work accident and any resulting injury to their manager, and complete the necessary documentation as soon as possible after the event.
- 2.4 Employees requiring treatment as a result of an accident or emergency during a period of duty shall be entitled to free emergency treatment provided by the employer through a nominated registered medical practitioner or other health care provider as approved by the employer.
- 2.5 Where absence from work is due to injury arising from a work related injury or motor vehicle accident the employer shall:
 - a) Make up the balance of pay between full ordinary pay and the 80% of earnings-related-compensation covered by the employer's workers compensation insurer. The duration of the make up payment will be subject to active compliance with Hutt Valley DHB's rehabilitation programme that has been mutually agreed between the parties.
 - b) Make up any difference between the amount accepted by the employer's workers compensation insurer and the fee paid by the employee for treatment in relation to the accident where that course of treatment has been approved by Hutt Valley DHB.
- 2.6 Where absence from work is due to injury arising from a non-work related injury the employer shall make up the balance of pay between full ordinary pay and the 80% of earnings-related-compensation covered by the employer's workers compensation insurer. The duration of the make up payment will be subject to active compliance with Hutt Valley DHB's rehabilitation programme as mutually agreed between the parties, and will be for a maximum of 3 months.

WAIRARAPA SICK LEAVE

Sickness

- (a) Where an employee is absent from work due to sickness or injury the provisions of this clause will apply, depending on whether the absence is due to sickness, or work-related injury, or non-work related injury.
- (b) In all cases of absence covered by these provisions the employee shall:
 - (i) provide the appropriate medical certificates as detailed in 1.2(e) and 1.2(g)
 - (ii) following agreement by both parties consult the Consultant in Occupational Medicine engaged by the employer or an agreed medical advisor to assess progress and treatment relating to fitness for work;
 - (iii) agree that the Consultant in Occupational Medicine will have access to the employee's chosen medical practitioner to discuss those aspects of the employee's condition relating to fitness for work; and
 - (iv) participate in an agreed rehabilitation programme which may include undertaking a different role.

1.2

- (a) Where the absence is due to sickness clause 1.2(b) to 1.2(h) applies instead of the provisions for special leave in the Holidays Act 2003.
- (b) The availability of sick leave in terms of this clause relies on mutual trust between the employer and employees and their colleagues, and the belief that, if ill, staff should be allowed to recover from any incapacity without fear of immediate termination of employment or loss of pay.
- (c) During the first six months of service, an employee shall be entitled to ten days sick leave on pay.
- (d) After completing six months continuous service an employee, if ill, is able to take such time off work on pay as is necessary to recover from the illness and return to work.
- (e) An employee who is absent for reasons of illness or ill health for a period of three days or more shall, if so required, supply a medical certificate to the manager setting out the date by which the employee may be expected to return to work.
- (f) If the absence is long term in nature, the employee shall be entitled to full ordinary pay for up to six months.
- (g) Throughout the period of absence, the employer may make periodic checks on progress of recovery or rehabilitation. If after three months' absence a medical certificate indicates that an employee is unlikely to return to normal work within a further three (3) months' time, redeployment will be considered. Employment may be terminated if the employee is unable to return to work at the 6-month point.
- (h) The employer shall have the right in exceptional circumstances to request the employee to visit a registered medical practitioner for a second opinion at the expense of the employer.

CAPITAL AND COAST SICK LEAVE

Absence from work due to sickness or injury is covered by the employer's Wellness Policy. The following is a summary of the provisions in the policy. The policy must be referred to for further details.

- 2.1 When an employee is absent from work due to sickness or injury the following provisions will apply, depending on whether the absence is due to sickness, work-related injury or non work-related injury.
- 2.2 During the first six (6) calendar months of service an employee shall be entitled to a maximum of ten (10) days sick leave on pay
- 2.3 After completing six (6) months continuous service an employee, if ill, is able to take such time off work on pay as is necessary to recover from illness and return to work
- 2.4 An employee who is absent for reasons of ill health beyond three (3) consecutive working days may be required to supply a medical certificate to the manager, setting out the date by which the employee will be expected to return to work. A medical certificate and Health Workforce team review may be requested if there is any suspicion of abuse of the policy.
- 2.5 If absence is long term in nature the employee shall be entitled to full ordinary pay for up to six (6) months, subject to a full review and decision-making process.
- 2.6 The wellness policy may be subject to review and alteration by the employer, after appropriate consultation, provided that any alteration/termination may only occur after the

term of this collective agreement. In the event of termination the previous Collective Employment Contract (1 January 2000 to 30 September 2001) sick leave provisions will be reinstated.

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

- | | | |
|-----|---|-----------|
| (a) | absence of less than two hours in any one working day | nil leave |
| (b) | absence of between two hours and six hours in any one working day | 1/2 day |
| (c) | absence of more than six hours in any one working day | 1 day |

2.8 Domestic Leave

2.8.1 Employees may be granted reasonable leave on pay as a charge against sick leave entitlement when the employee must be absent from work to attend to a member of the household who, through illness, becomes dependent on the employee.

2.8.2 A medical certificate may be required in support of a claim for domestic leave.

BAY OF PLENTY DISTRICT

SICK LEAVE

1.1 Where an employee is granted leave of absence from duty on account of sickness or non-work related accident he/she shall be entitled to payment for such leave at ordinary (T1) rates.

1.2 Where leave of absence is granted on account of work related accidents then payment for such absence shall:

(a) For the day of the accident and subsequent six days be at the employees ordinary (T1) rate of pay or be based on 80% of the employee's earnings in the week prior to the accident (or such other amount as the Accident Insurance Act 1998 may specify), whichever is the greater.

(b) For any absence from the eighth day after the accident be at the employee's ordinary T1 rate of pay or such greater amount as will be recovered/payable from the Insurer.

1.3 In the case of accidents, payment is conditional on the employee reporting the accident in accordance with the employers accident reporting requirements, and satisfying all of the requirements under the Accident Insurance Act 1998, and assisting the employer recover earnings related compensation payable by the Insurer.

1.4 Sick pay will be for an employee's ordinary rostered days of work that fall within the period of leave granted.

1.5 The granting of sick pay is conditional on the employee notifying their employer of their illness, and the likely duration and anticipated return to duty not less than one hour (or as varied by Unit/Service Co-ordinators) before the commencement of their rostered duty or as soon as is reasonably practical.

1.6 Where an employee has a consistent pattern of short-term sick leave absences or where the employee's manager is concerned about the employees' sick record, then the employee's situation may be reviewed in accordance with current guidelines.

(a) The Review Panel shall comprise of the employer, the employee, the employee's representative and the Occupational Health Practitioner. The panel shall consult with

the employee and his/her manager before making any decisions. The employee may choose not to have representation.

- (b) Require the employee to support all future sick pay claims with a medical certificate and/or
- (c) Require the employee to undergo an examination by a medical practitioner nominated by the employer and at the employers expense, and/or,
- (d) Restrict or withdraw for a specified period the sick pay provisions of this Clause, such action being limited by the Special Leave provisions of the Holidays Act 1991, and/or
- (e) Recommend that the employee attend an Employee Assistance Programme and/or
- (f) Other as appropriate.

1.7 Domestic Leave

- (a) Employees may be granted leave of absence on ordinary pay (as defined in (2) and (5) above) when an employee must, because of any unforeseen illness or accident, stay at home to attend a member of the employee's household who through illness, or accident has become dependent on the employee provided that:
 - The production of a medical certificate or other evidence of illness, or accident may be required.
- (b) The same review procedures set out above will apply to Domestic Leave.

1.8 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 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.

1.9 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:

- (i) Place the employee on suitable alternative duties; or
- (ii) direct the employee to take leave on payment at base rates (T1 only).

1.10 Sick leave in relation to Annual and Long Service and Bereavement Leave

- (i) When sickness occurs during annual or long service or bereavement 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:
 - The period of sickness is more than three days;
 - a medical certificate is produced, showing the nature and duration of the illness.
- (ii) 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.
- (iii) Annual or long service or bereavement leave may not be split to allow periods of illness of three days or less to be taken as sick leave.

LAKES DISTRICT SICK LEAVE

- (1) (a) The general policy is that your normal salary continues when you are absent due to genuine illness or the illness or injury of your partner, a dependant or another member of your family or household. Where the frequency or pattern of absence is regarded as problematic or excessive or where your absence is prolonged or where you do not participate in an employer rehabilitation programme, your Employer may refer the matter to the Review Panel. It is acknowledged that sick leave is a joint responsibility of staff, the employer and the Union.

The Review Panel is outlined in point 2.

- (b) Generally you will not be required to produce a medical certificate for leave due to illness but may be requested to do so. A medical certificate will be required for any absence due to work injury and for any absence of greater than 3 days for personal/non work injury.
- (c) Where your Manager has concerns about your frequency or pattern of absences on sick leave then, after discussion, you may be required to present a medical certificate for such absences in future.

Where the employer has concern's regarding illness or fitness to work, the employer may, at its expense, require an opinion from a doctor nominated by the employer, with due consideration for gender and cultural preferences.

- (d) Please ensure you assist the smooth running of the organisation by making every reasonable effort to advise your Manager well before your normal start time on any day of absence.
- (e) If you suffer a work-related injury the employer has the discretion to pay you the difference between any payments received from ACC and your normal salary.
- (f) Following the Review Panel, the employer may decide not to continue to provide paid leave to you.
- (g) APEX and the employer will work jointly on the current unspecified sick leave system , and put in initiatives to improve the system, using some targets to work towards. Progress will be reviewed with agreed terms of reference after 6 months (from the targets being set).
- (h) These provisions are agreed to be inclusive of and satisfy the requirements of the Holidays Act 2003 to provide for sick leave.
- (i) For employees, the maximum amount of sick leave that can be taken for any one period of absence shall not exceed 10 weeks paid leave with a provision for a further period of up to 16 weeks unpaid leave.

(2) Sick Leave Review

- (a) The Review Panel will comprise two employer representatives (one of whom will be the Health & Safety Advisor, or, in their absence, an HR representative), one APEX staff representative and the appropriate service manager. Participation in the panel by the staff representative will be paid for at ordinary pay.
- (b) Referral of a concern to the panel will be done via Human Resources. If a matter is referred to the panel, Human Resources will:
 - (i) arrange the panel meeting
 - (ii) notify the employee in writing, including invitation to bring support and provide a copy of this clause.

The review will endeavour to assist the employee in establishing practical arrangements to recover from sickness and/or identify the possible issues contributing to the sickness and make recommendations where appropriate.

The panel will:

- (i) explain the concern to the employee
 - (ii) ask for explanation
 - (iii) consider the explanation and any evidence available
 - (iv) make a recommendation to Human Resources.
- (c) Where the review panel finds that the employee is required to have time off for a period of greater than the 10 weeks and it is unlikely that the employee will after the 26 week period be able to return to their normal duties as set out in the job description, then the employer may terminate the employment prior to the 10 weeks period. The date of commencement of the 10 week period will be from the day the employee advised their manager or designate of their sickness. Where employment is terminated prior to the 10 week period the employee will be paid at their ordinary hourly rate, 10 weeks pay, less any sick leave paid from the date they notified their manager or designate of their sickness.
- (d) Work and non work related accidents:

The maximum period of leave will be 26 weeks at any one time and a review in accordance with clause 15.4 (c) may be instituted prior to the expiry of the 26 weeks.

All panel members acknowledge that the proceedings of the panel are confidential.

Members of the panel have full access to any documentation of the employee's absences and sick leave history.

The employee has the right to request a review by the CEO or their nominee.

SCHEDULE 4: OVERTIME, PENAL TIME AND CALLBACK RATES

Overtime and Penal Provisions

Note: As DHBs move to increase ordinary hours to 40 (80 hour fortnight) hours, overtime / penal payments shall be adjusted where necessary to reflect overtime / penal payment 8 (40/80) hours a day (week/fortnight). Except that:

1. those individuals who chose to grandfather the old 35 or 37.5 ordinary hours provision (as per clause 3.1(i)) shall continue to be treated as full timers and the overtime provisions of the previous MECA (1 October 2014 to 31 July 2016) shall continue to apply to them.
2. Until such time as a DHB moves to 40 hours (see clause 3.1) the overtime, penal time and call back rates of the previous MECA shall continue to apply.

Tairawhiti District

- 1 Overtime: Overtime is incurred when 8 hours have been exceeded in any one shift or 40 hours in a week.
- 2 Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours, the higher rate will apply.
- 3 In computing overtime, each day shall stand-alone.
- 5 Penal Rates as per Clause 6.2 to 6.4
- 6 When staffing levels are adequate, the option of working either a weekend shift or call may be agreed with management.

Bay Of Plenty District

TAURANGA HOSPITAL

- 1) PART A will apply to employees who commenced work prior to 23 January 1995 and shall continue in force until changed in accordance with Part C of this clause.
 - (a) Ordinary hours of work shall be 35 per week and not more than seven per day, computed over any two weekly period and, where practicable, shall be worked on not more than 5 consecutive days each week, with the maximum number of consecutive duties to be 7 (and up to 10 by agreement).
- 2) PART B
Part B may apply to employees who commenced work after 23 January 1995, and to those whose hours are changed in accordance with Part C of this clause.
 - (a) Ordinary hours of work shall be 40 per week and not more than 8 per day, computed over any two week period, and, where practicable, shall be worked on 5 consecutive days, with the maximum number of consecutive duties to be 7 extendable to 10 by mutual agreement.
- 3) PART C - Transitional Provisions
 - (a) Staff employed prior to 23 January 1995 shall be given 6 weeks notice of a request to increase their hours to 40. During the 6-week notice period, discussion/consultation will be held with the employee(s), who may involve the employees' representative, as to the reasons for change and the span of

hours to be worked. The increase in hours shall be by mutual agreement (such agreement shall not be unreasonably withheld).

4) Definitions

- (a) For the purposes of overtime and penal; time, the normal hourly rate will be:
- i) For those on Part A hours - One one thousand eight hundred and twentieth (1820) part, correct to three decimal places of a dollar, of the yearly rate payable.
 - ii) For those on Part B and Part C - one two thousand and eighty-sixth (2086) part, correct to three decimal places of a dollar, of the yearly rate payable.
- (b) i) Overtime for those on Part A is defined as authorised time worked in excess of the rostered 7 hour duty or 70 hours a fortnight. Part-time employees rostered to work duties of less than 7 hours shall be paid overtime after 7 hours have been worked, except that call-back overtime rates are as per (5) below, and excepting those employees to whom clause 3 (3) (b) applies.
- ii) Overtime for those on Part B and Part C hours is defined as authorised time worked in excess of the rostered 8 hour duty, or 80 hours a fortnight. Part-time employees rostered to work duties of less than 8 hours shall be paid overtime after 8 hours have been worked.

6) If an employee is absent for any day, days or part of a day on account of annual, sick or other leave, either with or without pay, the qualifying period for the payment of overtime shall be reduced by the employee's ordinary or rostered hours of duty (not exceeding 7 per day) for such absences.

7) An employee who, is not entitled to overtime payment, shall be granted equivalent time off for authorised work performed on a public holiday. Equivalent time off at other times for work performed outside normal hours may be granted at the discretion of the Manager concerned.

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

WHAKATANE HOSPITAL

(a) Definitions:

i. Ordinary hourly rates of pay: The ordinary hourly rate (T1) shall be one, one thousand nine hundred and fiftieth part, correct to three decimal places of a dollar, of the yearly rate of salary payable.

Penal time: Penal time is time (other than overtime) worked within ordinary weekly hours of work on a Saturday, Sunday or public holiday.

ii. Penal rates are not payable for work on a Board holiday.

(g)

Lakes District

(1) **Definitions:**

(a) For the purposes of calculation of overtime, penal time, and night rate payments the normal hourly rate shall be:

- (i) For 40 hour/week staff, one two thousand and eighty sixth (2086) part (correct to three decimal places of a dollar) of the annual rate of salary payable.
- (ii) For 35 hour/week staff, one, one thousand eight hundred and twenty fifth (1825) part (correct to three decimal places of a dollar) of the annual rate of salary payable.

- (c) **Penal time** - Penal time is time (other than overtime) worked within ordinary weekly hours of work on a Saturday, Sunday or Public Holiday.
 - (d) **Equivalent time off** in lieu of payment for work performed outside normal hours may be granted at the discretion of the Radiology Manager, Lakes District Health Board.
- (3) Penal rates - Penal time shall be paid at the following rates.
- (a) From midnight Friday to 5.00pm Saturday at T ½. in addition to the normal hourly rate.
 - (a) From 5.00pm Saturday to midnight Sunday/Monday at T1 in addition to the normal hourly rate.
 - (b) On public holidays at T1 in addition to the normal hourly rate.
- (4) Limits of payment for overtime and penal time.
- (a) Overtime and penal time shall not be paid in respect of the same hours.
 - (b) In lieu of payment for overtime and penal time an annual allowance may be provided.
- (5) Night rate:
- (a) An employee whose normal hours of duty fall between 8pm and 6am will be paid at time ¼ rate in addition to normal salary for all hours which so fall, provided that the minimum payment under this provision shall not be less than payment for two hours at time ¼ rate even if the part of a shift which falls between the hours of 8pm and 6am is less than two hours;
 - (b) Night rate is not to be paid for the same hours as either overtime or penal rates.

West Coast District

1.0 Overtime and Penal Time

- 1.1 Equivalent time off in lieu of payment for work performed outside normal hours may be granted at the discretion of the employer

In lieu of payment for overtime and penal time an annual allowance may be provided.

Hawkes Bay District

- 5.1 Equivalent time off in lieu of payment for work performed outside ordinary hours may be granted by agreement between the employer and employee.
- 5.2 Penal rates - Penal time shall be paid at the following rates in addition to normal salary:
- 5.2.1 From midnight Friday/Saturday to midday Saturday at half the normal hourly rate of pay (T1-½) for the first three hours and at the normal hourly rate of pay (T2) thereafter).

- 5.2.2 From midday Saturday to midnight Sunday/Monday at the normal hourly rate of pay (T2).
- 5.2.3 On public holidays at double the normal hourly rate of pay (T2).
- 5.4 In lieu of payment for overtime and penal time an annual allowance may be provided except in so far as this allowance shall not provide for lesser payment than the employee would otherwise have been entitled to under the provisions of this Collective Agreement.

Capital & Coast District

- 8.1 Penal time shall be paid at a rate of T1 times the normal hourly rate in addition to the normal hourly rate of pay for all hours which so fall.

On Call Rates (subject to the provisions of clause 8)

West Coast District

All employees shall be paid for a minimum of three hours or for actual working and traveling time, whichever is the greater – at double the normal hourly rate (T2).

Taranaki District

Penal Time Rates

Penal Rates

(a) Weeknight: T1.25

(b) Weekend: T1.5

(c) Public Holiday: T2

Penal time is time worked (other than overtime) within the following periods:

- Weeknight – between 2000 and 0700 hours from midnight Sunday to midnight Friday / Saturday
- Weekend – between midnight Friday / Saturday and midnight Sunday
- Public Holiday – between 0000 and 2400 on a public holiday

On Call Rates:

'Taranaki Base Hospital: All employees shall be paid for a minimum of three hours or for actual working and traveling time, whichever is the greater – at double the normal hourly rate (T2).

SCHEDULE 5 PARTNERSHIP AGREEMENT

(Shared between MRTs and Sonographers under the banner of APEX)

Objectives and Principles of the Partnership

The parties recognise the value of working more cooperatively and constructively to contribute appropriately to the over-arching goal of maintaining and advancing a Medical Radiation Technologists and sonographer workforce that takes shared responsibility for providing high quality healthcare on a sustainable basis. The objectives of the partnership are:

To ensure the parties' dealings with each other are in accord with the principles of good faith and are characterised by constructive engagement based on honesty, openness, respect and trust;

- Assist in the delivery of a modern, sustainable and high quality Medical Radiation Technologists and sonographer workforce
- To support and work within the overarching approach and priorities set by the existing collective Future Workforce activity (which includes DHB, Unions and other stakeholders);
- That efforts are made to improve the party's relationship, decision making and inter party cooperation;

To co-ordinate the trialling, and where appropriate, introduction of innovative initiatives which will improve healthcare delivery;

To ensure the MECAs are applied in an effective and consistent way to those covered in all DHB parties.

Principles of the Partnership

The DHBs and APEX acknowledge that they must work cooperatively to achieve their overarching goal of maintaining and advancing a medical workforce which provides high quality healthcare on a sustainable basis to the New Zealand population.

The parties agree that they will:

- To the extent they are capable, provide appropriate health care to the communities they serve in an efficient and effective manner.
- To the extent they are capable, ensure the availability and retention of an appropriate trained and educated workforce both now, and in the future.
- Promote the provision of a safe, healthy and supportive work environment.
- Recognise the environmental and fiscal pressures which impinge upon the parties and work practices and accept the need to constantly review and improve on productivity, cost effectiveness and the sustainable delivery of high quality health services.
- Be good employers and employees.
- To the extent they are capable, ensure MRT and sonographer workforce planning and rostering meets patient and healthcare service requirements, whilst providing sufficient training opportunities and a reasonable work/life balance.
- Recognise the interdependence of various elements of the health workforce, their collegiality and the need for a team approach to the delivery of health care.
- Accept accountability for actions.
- Accept that the need to deploy resources appropriately may lead to a review of traditional job functions and the reallocation or substitution of tasks.
- Work towards enhanced job satisfaction for MRTs and sonographers.

Oversight and Operationalisation of the Partnership

The partnership, and the undertaking of activities required by it, shall be overseen by a committee of 6 members, known as the MRT Action Committee (MRTAC). The parties will decide their respective membership with 5 members representing APEX and its membership and 5 representing the DHBs.

MRTAC will be chaired by the operational manager who holds the national workforce portfolio related to employees covered by this MECA.

MRTAC will action the attached work programme, which may be amended from time to time as agreed.

The committee will meet through voice and or video conferencing as required and hold face to face meetings at periods to be agreed but no less frequently than bi-annually. DHBs are required to support the functioning of the MRTAC through ensuring parties are able to be released from other duties for this purpose.

It is recognised that both parties to the partnership have an interest in promoting the work of the MRTAC and will in the first instance seek to agree on the content and form of any communications relating to the work programme and work of the MRTAC.

As a new initiative it is recognised that it is important to formally review progress. The parties agree to formally do so at the mid point of the MECA document.

The MRTAC may develop proposals / projects for the improvement of workforce practices and planning involving Medical Radiation Technologists and/or sonographers or receive such initiatives from others. Where appropriate, MRTAC may arrange trials to validate the benefits that may arise from adoption of the proposal and in the event of a trial which the committee deems successful consider general adoption of the proposal and facilitate such adoption (whilst accepting that may require variation of a CA). It is noted that some trials may not be possible without a variation to a CA. Such a variation:

- Must be recorded in writing;

- May only operate for a finite period which does not exceed six months unless otherwise extended by the agreement of the Committee along with affected employees and DHBs; and

- On completion of a trial, all terms and conditions shall revert to those applying prior to the trial and any rosters that have been implemented shall be replaced by those that existed prior to the trial.

Secretarial services shall be provided by the employers.

Process

1 Decision making

- 1.1 Every endeavour shall be made to achieve consensus in decision making except that failing consensus, decisions shall be made by majority vote.
- 1.2 In the event of a tied vote a proposal will not proceed.
- 1.3 Discussion on any proposal shall be broad and informal and constrained as to time by the guidance of the Chair (or proxy) rather than through procedural motions.
- 1.4 Where decisions under consideration have the potential to exceed the authorised mandate of representatives, they will ensure that they have specific mandate for the issue under consideration prior to a vote being held.

2 Observers and Experts

- 2.1 Observers may only be present with the agreement of the Parties.
- 2.2 Either party may invite experts by notifying the Parties.

3 Minutes & Reporting

- 3.1 Minutes shall be prepared but are in note form and not a verbatim record of proceedings.
- 3.2 Minutes shall have no status until confirmed by the committee, and may be amended before confirmation.

- 3.3 Where minutes cannot be confirmed and agreed the minutes shall record the differing views of participants.
- 3.4 Confirmed minutes shall be made available to interested parties unless the Committee agrees otherwise. Individual names shall not be recorded without the express agreement of the individual concerned.
- 3.5 Reporting to stakeholders will be active and transparent covering all key activity of the Committee.

4 **Agendas**

- 4.1 Executive Members shall advise the Chair of items to be included on the agenda not less than two working days before the meeting.
- 4.3 Items raised but not on the agenda shall be dealt with according to a majority decision of the Committee; however, form is not to get in the way of addressing and seeking resolution of outstanding issues.

5 **Quorum**

- 5.1 The Committee can exercise no authority, power, or discretion, and no business can be transacted unless a quorum of members is present. A quorum requires at least 100% of the permanently appointed members (or their proxy) to be present.
- 5.2 Members of the Committee may authorise a proxy if they are unable to attend a meeting. Notice must be given to the Chair as soon as practicably possible. The proxy will have the speaking and voting rights of the Member they are deputising for – in addition to their own if already a member of the Committee.

6 **Resolution of differences**

- 6.1 The parties accept that differences are a natural occurrence and that a constructive approach to seeking solutions will be taken at all times. The object of this clause is to encourage the committee to work cooperatively to resolve any differences and share in the responsibility for quality outcomes.
- 6.2 Any matter that cannot be resolved will be referred by the committee to a mutually agreed third party who will help facilitate an agreement between the parties. Failing identification of a mutually acceptable third party, the matter shall be referred to the Mediation Service of the Department of Labour (or its successors) to appoint someone.
- 6.3 In the event that the parties can not reach an agreed solution and unless the parties agree otherwise, after no less that two facilitation meetings, the third party will, after considering relevant evidence and submissions, provide a written but non-binding recommendation to the parties.
- 6.4 Nothing in this agreement shall have the effect of restricting either parties right to access statutory resolution processes and forums such the Employment Relations Authority or the Employment Court or seek other lawful remedies.

MRT ACTION COMMITTEE - WORKPLAN

PROJECT 1: PARTNERSHIP IN OPERATION

Practical Partnership: Expected outcomes

- Development and delivery of training in “constructive working arrangements”
- Defining the behaviors and roles of Leaders/Delegates in improving the workplace
- Clear mutual outcomes of how partnership behaviors will be displayed both at the national and DHB level
- Oversight of, support for and assistance to local engagement processes

Timeframe: Immediate and ongoing

PROJECT 2: SHARED BEST PRACTICE

Shared best practice:

- Identification and profiling of best practice success stories across the sector

Timeframe: Immediate and ongoing

PROJECT 3: ADHB & Waitemata DHB MRT 80 Hour Fortnight Roster

Auckland DHB, Waitemata DHB and APEX will work together to investigate the introduction of an 80 hour working fortnight (minus breast screening at Waitemata).

The purpose of the project is to introduce an hours of work model that will contribute to service delivery and productivity improvements, work life balance for the MRT, best rostering practice with respect to minimising fatigue and health & safety issues.

This project is undertaken within the framework of the Partnership Agreement of the MRT MECA, and as such the parties take particular note of the “Objectives and Principles of the Partnership” outlined at the commencement of Schedule 5 to the MECA.

The parties may agree to the introduction of an 80 hour fortnight on a trial basis. The terms of reference for such a trial will be agreed prior to commencement.

If the parties reach agreement around the introduction of an 80 fortnight in one area of the Radiology Service, the 80 hour fortnight it can be implemented separately from the rest of the Service.

The project team membership will include two union and two DHB representatives. A DHB and APEX member of MRTAC will also participate in the project team. Progress reports will be made to MRTAC on a quarterly basis.

PROJECT 4: Increasing consistency across the document.

- Review of 2009 schedule reconciliation work.
- Review opportunities for improved consistency within the schedules in MECA.
- Overseeing cost analysis by DHB of the various schedule provisions and what “consistency” might look like.
- As rostering changes occur, do an analysis of % movement within provisions within top 5 changes for “statistical application to subsequent considerations. View current changing parameters rather than historical analysis if weave consistency work plan into current changes rather than historical...

PROJECT 5: Best Rostering Practice

MRTAC to build on the work already completed on safe rostering practices incorporating and progressing the initiatives in the heads of agreement MRTAC to form a central resource for utilization by radiology departments to assist implementation of our shared goals.

PROJECT 6: Follow up on the health and safety issues included in this heads of agreement: MRTAC to share mechanisms and investigate opportunities for assisting DHBs in this, plus follow up on local implementation of MECA provisions.

PROJECT 7: Work plan for review of MRT CPD (national approach....) and any subsequent work that arises.

Without limiting current application, MRTAC shall provide guidance and clarity as to what desirable CPD encompasses and assist with the implementation of MECA.

PROJECT 8: Oversight of the future demand work stream.

MRTAC shall sponsor a project that:

- Acts as a resource to assist DHBs to achieve this workstream;
- Share knowledge, skills and information on successes (and failures to avoid repetition) in achieving the above

PROJECT 9: Review of nuisance calls.

Other projects as agreed by the committee

APPENDIX 1

SONOGRAPHER GUIDELINES – REDUCTION of MSI (MUSCULOSKELETAL INJURIES) HAZARDS in ULTRASOUND

These guidelines are agreed during bargaining and should reside in Radiology Departments where they can be viewed and if necessary reviewed in a joint process outside of the bargaining environment.

Purpose:

To provide guidelines for sonographers to self-manage work related/induced injury in partnership with their employer.

Coverage includes guidelines for management of obese, unco-operative or technically challenging patients.

This guideline compliments the Health and Safety at Work Act 2015

Areas of risk:

- Workplace environment ergonomics
- Excessive or prolonged compression force required to obtain an image
- Obtaining diagnostic quality images for those patients who are unco-operative, immobile, and/or obese Frequency of these cohorts of patients presenting for imaging
- Identification and management of MSI

Considerations to maintain good patient care and imaging; and minimise work related injury

- On appointment, sonographer makes a Health Declaration that should include any current MSI. If declared, an Occupational Safety and Health assessment should be made available. As a result an individualised plan may be developed.
- Ensure sonographer worksheets, or RIS entry outline the difficulties to obtain diagnostic quality images with a reasonable level of effort pursued
- If, following a reasonable level of effort by the sonographer, the images are inadequate; the sonographer should consult with a peer or supporting Radiologist. It is not recommended that the original sonographer continues, after reasonable effort, to image the patient.
- Develop limited imaging protocols targeted to the clinical question to manage this cohort of patients. Eg, right upper quadrant pain to include gall bladder, liver imaging, right kidney

Sonographer good practice guidelines:

- Make individual adjustments required to optimise available resources to support an ergonomically safe work environment
- Have the patient positioned as close as possible to the sonographer
- Lower the couch to reduce arm abduction. This also allows gravity to assist when applying pressure with the transducer and allow a more comfortable transducer grip. If the arm is abducted, support it either by a cushion or rest on the patient.
- Rest and stretch hand and wrist during procedures to relax working muscles
- Refocus eyes onto distant objects every few minutes to reduce eye fatigue.
- Where possible avoid performing successive similar challenging scanning.
- Take short regular breaks from scanning
- Stretch before commencing work, during and between examinations and at the end of the day
- Ensure that meal breaks are taken and use this time to relax

- Report and document any pain and discomfort via the Incident Management System and Team Leader

Considerations for Sonographers

- Seek advice at the first sign of pain or discomfort. The preferred pathway is through Occupational Safety and Health.
- Undertake a stretching, strengthening and aerobic exercise programme.
- Exercise appropriately to lessen the chance of getting injured and which may reduce the severity of an injury.
- A good level of fitness will support the demanding work load
- Take the time to discuss experiences, techniques and ideas to improve scanning techniques in challenging situations and reduce risk of MSI.
- Aim for a varied set of activities within ultrasound work to give stressed muscles time to rest and reduce the risk of MSI.
- Review literature available on work place injuries, back care and specifically MSI in sonographer practice. Note references below.

The Employer will work in an active partnership with the sonographer group in regard to all Health and Safety aspects, to include:

- Ergonomically acceptable work environment
- Provision and support of MSI reduction and management education sessions; opportunity for sonographers to exchange ideas to improve scanning techniques in challenging situations
- Incident reporting and management systems are in place with feedback loops