



AND

Auckland District Health Board

AUDIOLOGISTS

Auckland District Health Board

Collective Agreement

1 May 2015 to 31 March 2018

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PART 1: APPLICATION OF COLLECTIVE AGREEMENT

1.0 PARTNERSHIP AGREEMENT

Objectives

The Parties to this agreement seek to give practical and meaningful support to their working relationships in the spirit of Partnership, so that mutually beneficial gains can be made for both parties.

This agreement confirms an understanding between the parties that an effective partnership relationship will help enable both improved service delivery for our clientele and an improved work environment.

The parties acknowledge that the relationship will operate primarily at the individual DHB level. However, the parties may agree to undertaking projects at a regional or national level as appropriate. In this latter case, an appropriate group will be formed to consider and advise the local partnership forum.

Guiding Principles

The DHBs and APEX members bound by this agreement acknowledge that they must work cooperatively to achieve their objectives of improving the delivery of services to our clientele and improving the work environment.

The parties shall conduct themselves with integrity and act in a principled manner, taking responsibility for and being accountable for their actions. The relationship is to be characterized by constructive engagement based on honesty, openness, commitment, trust and respect.

General

Both parties agree that effective dialogue and participation is dependent upon effective structures for engagement, an effective agenda for engagement, and the participants themselves being sufficiently representative, knowledgeable, skilled and committed to the relationship and process. They agree to exert their best endeavours to ensure that such dialogue and participation is facilitated.

2.0 PARTIES AND COVERAGE

This agreement is made pursuant to the Employment Relations Act 2000 and its Amendments.

2.1 Parties

The parties to this agreement shall be:

- (a) Auckland District Health Board

Hereby, referred to throughout this agreement as the "employer".

The Association of Professional and Executive Employees Incorporated (referred to throughout this agreement as "APEX", or the "Union")

This agreement shall be binding on the parties to it.

2.2 New Employees

New employees who are not members of APEX shall be offered an individual employment agreement, which is based on the terms and conditions of this SECA for the first 30 days of their employment, At the conclusion of this 30 day period, the employee may elect to join APEX and in doing so shall be bound by this collective agreement or remain on an individual employment agreement if they do not join APEX.

At the time when a new employee commences employment the employer will inform the employee:

- i) That the Collective Employment Agreement exists and covers work to be done by the employee; and
- ii) That the employee may join the union that is a party to the collective agreement; and
- iii) About how to contact the union.

2.3 Existing Employees

Subject to the Act and s56, 57 & 58 of the Act existing employees who are covered by the application Clause of this Agreement (Clause 1.4) may become union members at any time. Employees shall, from the date of becoming a union member, be bound by all benefits and obligations relating to employees under this Agreement.

2.4 Application and Coverage

This agreement shall apply to all those employees defined below.

All employees employed or engaged to be employed as an Audiologist.

3.0 DEFINITIONS

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

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

“Duty” means a single, continuous period of work required to be given by an employee. A duty shall be defined by a starting and finishing time.

“Full Time Employee” means an employee who works not less than the "ordinary" hours set out under "hours of work" in this agreement.

“On call” means time when an employee is required to be available to be called back for DHB business outside of their ordinary hours of work.

“Part time Employee” means an employee, other than a casual employee, who is engaged to work on a regular basis but less than the ordinary hours of work for full time employees. All provisions are pro rata for part time staff unless otherwise specified.

“Professional Leader: Audiology”, (or a like title) means a person who satisfies the scope of practice requirements as per the Audiologist definition in this clause, and meets the requirements for appointment to a leadership position.

“Full MNZAS Audiologist” means a person who has full membership with the NZAS and holds a certificate of clinical competency (CCC) and current annual practising certificate. Audiologists will be designated according to their scope of practise.

“Paediatric Certificates” are a speciality certification process within the NZAS which assesses the clinicians’ competency to perform specialist paediatric assessments. Only full MNZAS audiologists are eligible to gain this certification.

“Roster” means a list of employees and their duties over a period of time.

“Service” (except as expressly provided under redundancy clauses) means;

- (i) service with the employer (including any individual employees’ service previously recognised at the commencement date of this agreement), and
- (ii) all other service as an audiologist the employer agrees to recognise .

“T1 (Time One)” means the ordinary hourly rate of pay.

“T1.5” (time and one half) means one and one half times the ordinary hourly rate of pay.

“T2 (Time Two)” means twice the ordinary hourly rate of pay.

4.0 VARIATIONS CLAUSE

This Agreement may be varied by agreement between the employer (all employers) and APEX subject to normal ratification procedures. Such agreement shall be in writing and signed by the parties.

5.0 TEMPORARY EMPLOYMENT AGREEMENTS

5.1 Temporary employment agreements shall be used only to cover specific situations of a temporary nature, (e.g. to fill a position where the incumbent is on study or parental leave), or where there is a task of a finite duration.

5.2 Temporary employment agreements, while justified in some cases to cover situations of a finite nature, shall not be used to deny staff security of employment.

PART 2: PROVISIONS RELATING TO HOURS OF WORK

6.0 HOURS OF WORK

- 6.1 The ordinary working hours shall be 40 in each week and shall not exceed 8 continuous hours in any one duty (excluding meal periods), Monday to Friday.
- 6.2 The hours or days of work of an employee may not be varied unless by written agreement between the employer and employees directly affected. Employees have the right to seek advice from APEX and the right for APEX to act on their behalf with respect to this agreement.
- 6.3 Alternatively, ordinary weekly hours of work shall be 40 per week in 4 consecutive 10-hour days. Employees employed under this provision shall not be paid overtime until they have worked 10 hours per day or 40 hours per week. Each daily duty shall be continuous except for meal periods and rest breaks.
- 6.4 Duty shall be continuous except for the meal periods and rest breaks provided for in this agreement.
- 6.5 For pay purposes the working week shall start and end at midnight each Sunday/Monday. When the major part of a duty falls on a particular day, the whole duty shall be regarded as being worked on that day.
- 6.6 Where applicable and other than in exceptional circumstances or unplanned absences rosters shall be notified to the employees involved at least four weeks (28 days) prior to commencement of the roster period. The roster period shall be for four weeks (28 days) or greater. Rosters may be changed by agreement between the directly affected employees and their manager.
- 6.7 The performance of any shift work shall be subject to genuine operational requirements necessitating the introduction of shift work and full consultation with the individuals concerned and APEX regarding remuneration, additional leave and conditions pertaining to the shift shall be undertaken. Such consultation is subject to the good faith provisions of the Act.

7.0 MINIMUM BREAKS

- 7.1 A break of at least nine (9) continuous hours will be provided wherever possible between any two qualifying periods of work. And if a ten (10) hour duty has been worked then a break of twelve (12) consecutive hours must be provided wherever possible.
- 7.2 The qualifying periods of work for the purposes of this clause are:
- A duty, including any overtime worked either as an extension or as a separate duty; or
 - Call back where the daily ordinary hours or more are worked continuously.
- 7.3 If a call-back of less than a continuous nine hour period is worked between two other qualifying periods of work, 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.

- 7.4 If a break of at least nine continuous hours cannot be provided between qualifying periods of work, the period of work is to be regarded as continuous until a break of at least nine or twelve continuous hours is taken and it shall be paid at the overtime rate.
- 7.5 Time spent off duty during ordinary hours of work solely to obtain a nine-hour break shall be paid at the normal hourly rate of pay. Any absence after the ninth continuous hour of such a break, if it occurs during ordinary hours of work, shall be treated as a normal absence from duty.

8.0 MEAL PERIODS AND REST BREAKS

- 8.1 Except when required for urgent or emergency work and except as provided in 8.2 below, no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour or more than one hour.
- 8.2 An employee unable to be relieved from work for a meal break shall be allowed half an hour to have a meal on duty and this period shall be regarded as working time.
- 8.3 Except where provided for in 8.2 above, an employee unable to take a meal after five hours' duty shall be paid at time-half rate (T1.5) in addition to normal salary from the expiry of five hours until the time when a meal can be taken.
- 8.4 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.
- 8.5 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer.

9.0 OVERTIME

- 9.1 The overtime rate shall be payable if:
- (a) the minimum break provisions of this agreement are not met.
 - (b) a duty exceeds the ordinary hours (cl 6.1 or 2 or 3) of work;
 - (c) a full time employee works a further duty (or part of a duty) additional to their rostered ordinary hours of work.
 - (d) a part-time employee works more than the relevant full-time hours of work requirements.
 - (e) Payment for overtime shall only be made where prior management authorisation to work overtime has been received. Where prior authorisation could not reasonably be obtained, payment will not unreasonably be withheld.
- 9.2 Overtime worked on any day except a public holiday shall be paid at one and one half times the ordinary hourly rate of (T1-1/2) for the first three hours and thereafter double time except those employees working overtime between 2200 and 0600 will be paid at the rate of T2. In computing overtime each day shall stand-alone.

- 9.3 Overtime on Public Holidays. Overtime worked on public holidays shall be paid at twice the ordinary hourly rate of pay (T2).
- 9.4 Absence from Duty. For calculating the qualifying period for the payment of overtime employees absent from duty if on sick leave, annual leave, or other authorised leave (paid or unpaid) shall be regarded as having worked all the hours they were rostered for on that particular day.

10.0 PENAL RATES

Penal time is time (other than overtime) worked within ordinary weekly hours if worked on a Saturday or Sunday or public holiday. Subject to clause 6.3.3, penal time shall be paid at the following rates in addition to normal salary:

- 10.1 Weekend rate - applies to ordinary time (other than overtime) worked after midnight Friday/Saturday until midnight Sunday/Monday shall be paid at one and one half times the ordinary hourly rate of pay (T1-1/2)
- 10.2 Public Holiday rate – applies to those hours which are worked on the public holiday. This shall be paid at twice the ordinary hourly rate of pay (T2) and a day in lieu.
- 10.3 Overtime and penal time shall not be paid in respect of the same hours.

11.0 CALL BACK

- 11.1 In respect of work which is not continuous with a duty, an employee shall be paid for a minimum of three (3) hours, or for actual working and travelling time, whichever is greater, when the employee:

- (a) is called back to work after

completing a duty, and
having left the place of work, or

- (b) is called back before the normal time of starting a duty, and does not continue working until such normal starting time; except that:

call-backs commencing and finishing within the minimum period covered by an earlier call-back shall not be paid for.

where a further 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.

- 11.2 Payment for call back shall be paid at the appropriate overtime rates.

PART 3: RATES OF REMUNERATION

12.0 SALARY SCALES

Full Time Salary Rates

The following salaries are expressed in full time forty hour per week rates. Where an employee's normal hours of work are less than forty per week the appropriate salary for those hours shall be calculated as a proportion of the forty hour rate.

Designated Positions

- a) This salary scale provides for the appointment of staff to Designated Positions. These are positions that have been formally established as Designated Positions by the employer. Designated Positions are positions commonly involving both advanced clinical/technical practise /leadership and/or management responsibilities. Holders of Designated Positions usually have job titles, for example, Team Leader, Section Head, or Professional Advisor and appointment normally occurs after advertising of the position.
- b) The employer will determine the appropriate salary for appointment to a Designated Position having regard to the duties, responsibilities and scope of the position relative to other positions in the DHB with similar duties, responsibilities and scope. Movement on the scale will be by way of the appropriate merit provisions (refer to Clause 13).
- c) Where an employee in a designated position considers that the duties and responsibilities of their position have increased significantly since their position was last reviewed, they may request in writing that their employer re-evaluate their position. This review shall be undertaken through the following process:
 - i. The employer and employee agree on current job description or update the job description as necessary.
 - ii. The employer compares the employee position with similar positions that have already been job sized/ scoped, looking at factors such as education, experience, complexity, scope of work, problem solving, scope for decision making, impact of decision making, breadth and function of activities, authority exercised, supervisory and managerial responsibility.
 - iii. Within six weeks of receipt of the review request, the employer makes a decision regarding the salary level and placement comparable with other positions assessed as being of a similar size/ scope and advises the employee in writing of the decision including a summary of the assessment of comparable positions.
 - iv. A two week period will be available for the employee to consider the outcome. Once agreed any changes to pay will be processed.
 - v. An employee who remains dissatisfied will make a submission to the DHB panel, outlining in writing the reasons for disagreement. This shall occur within two weeks of receipt of the information under iv. above.

The information submitted under v. above will be assessed by a panel appointed by the CEO of the DHB plus one person appointed by APEX. The CEO will consider the

panel's recommendation before conveying his/her decision to the employee in writing.

Band/ Position	Step	1-Aug-16	7-Aug-17
Advanced Clinician/ Advanced Practitioner/ Designated Positions	13	\$98,204	\$100,168
	12	\$94,986	\$96,886
	11	\$92,851	\$94,708
	10	\$89,080	\$90,861
	9	\$85,310	\$87,016
	8	\$81,245	\$82,870
	7	\$76,777	\$78,313
	6	\$73,542	\$75,013
5	\$71,345	\$72,772	
Additional Progression Step	4	\$67,360	\$68,707
Graduate to Experienced Clinicians	3	\$64,603	\$65,895
	2	\$58,143	\$59,306
	1	\$55,032	\$56,133

Lump Sum Payment

A one-off, lump sum payment of \$500 will be made to all permanent staff employed as at 1 May 2015 and who remain employed at the date on which this SECA comes into force.

The payment will be pro-rated for part-time employees on the basis of their ordinary contracted hours of work.

13 Salary Progression

Progression - Graduate to Experienced Clinicians

- a) Progression through the scale from step 1 to step 3 shall be by way of automatic annual increment.
- b) Progression from step 3 to step 4 shall be through obtaining the New Zealand Audiological Society (NZAS) Certificate of Clinical Competence (CCC), having completed at least 12 months on Step 3 and achieved completion of a satisfactory performance review.

Progression – Advanced Clinician/Advanced Practitioner/Designated Positions

- a) Progression from step 4 of the Graduate to Experienced Clinicians' scale to step 5 of the Advanced Clinician/Advanced Practitioner/ Designated Positions' scale shall be through the achievement of 4 objectives from the APEX Salary/Merit Progression Process, detailed in Appendix A, with two mandatory and two elective domains. One mandatory domain being the obtaining of the NZAS Paediatric Certificate and the other mandatory domain being Professional and Clinical Practice.

- b) Progression from step 5 to step 6 and above, of the Advanced Clinician/Advanced Practitioner/Designated Positions scale shall be through achievement of 4 objectives from the APEX Salary/Merit Progression Process, detailed in Appendix A, with two mandatory and two elective domains. One mandatory domain being Professional and Clinical Practice and the other mandatory domain being demonstrating Maori responsiveness (from any of the practice domains).
- c) Progression through the Advanced Clinician/Advanced Practitioner scale is personal to an employee and may not necessarily apply to any replacement.
- d) Management of Expectations. The parties agree that there are limits to the extent to which employees may progress using the APEX Salary/Merit progression processes and criteria in the relevant schedule. The employer will determine the extent of merit progression available to each position. Progression is dependent on the scope, responsibilities, service needs and opportunities available in the DHB or service in which the employee works. These limitations should become apparent during the discussion required for objective setting under the APEX Salary/Merit processes.

14.0 ALLOWANCES AND REIMBURSEMENTS

14.1 A higher duties allowance shall be paid to any employee who, at the request of the employer performs the duties of a position of a grade or class higher than their own and performs them for five or more consecutive working days (on each occasion). The Higher Duties Allowance payable shall be the difference between the current salary of the employee acting in the higher position, and the minimum salary of that position. Once the 5-day threshold has been reached the allowance shall be paid for all days on which the employee has substantially performed the higher duties for that occasion.

14.2 REFUND OF ANNUAL PRACTISING CERTIFICATE AND CERTIFICATE OF COMPETENCY FEES

Where an employee is required by law to hold an annual practising certificate, the cost of the certificate shall be met by the employer provided that:

- (a) It must be a statutory requirement that a current certificate be held for the performance of duties.
- (b) The employee must be engaged in duties for which the holding of a certificate is a requirement.
- (c) Any payment will be offset to the extent that the employee has received a reimbursement from another employer.
- (d) The Employer will only pay one APC unless there are operational requirements for an employee to maintain multiple APCs.

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

The employer will reimburse, on the production of receipts, the associated fees incurred for one New Zealand Audiological Society Professional Association fee for the coming year. This reimbursement will be pro rated for part time employees who

have received a reimbursement for Professional Association fees from another employer.

14.4 On-Call Allowance

The following on call allowance shall apply:

Where an employee is instructed to be on call during normal off duty hours, an on call allowance shall be paid at \$4.04 per hour (Midnight Sunday to Midnight Friday) (\$6.06 on Public Holidays) (Midnight Friday to Midnight Sunday and public holidays) per hour

14.5 Transport for Call Back Duty

Transport for call back duty where an employee is called back to work outside the employee's normal hours of duty, the employer shall either:

- (a) Provide the employee with transport from the employee's place of residence to the institution and to the place of residence from the institution; or
- (b) Reimburse the employee the IRD mileage rates to the institution or from the institution to the employee's place of residence, or both travelling to and from the institution.

15.0 INDEMNITY

15.1 The employer undertakes to indemnify employees against actions taken against them by persons suffering damage as a result of negligent acts, errors or omissions of the employee while acting in the course of his or her employment. Where an employee while acting in the course and within the scope of their employment by the employer, requires legal representation, this will be provided and paid for by the employer, irrespective of whether the employee is an employee or not.

15.2 The legal representatives provided shall be directed to give the employee 'Client Status'. If the employee or employer identifies a conflict of interest, the employer shall provide the employee(s) with agreed independent legal representation of suitable medico-legal experience, in consultation with the union.

15.3 This indemnity or legal representation shall not apply to any employee acting outside the course of his or her employment.

16.0 REIMBURSEMENT OF EXPENSES ON EMPLOYER BUSINESS

16.1 Employees who are required 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.

16.2 When employees are instructed to leave and return to their normal place of work on employer business, they shall be reimbursed for actual and reasonable expenses or provided with transport for that purpose. The transport shall be provided to the employee from the normal site of work to be returned to that site at the end of the vehicle use.

- 16.3 When travelling on employer business, the employee will be reimbursed for costs on an actual and reasonable basis on presentation of receipts, including staying privately.
- 16.4 An employee who is eligible for travelling allowance may claim an allowance of \$35 per day or part thereof for meals when staying privately.
- 16.5 The usual sites of work are Greenlane clinical centre, Starship Hospital and Auckland City Hospital.

17.0 WORKPLACE FACILITIES

All employees shall have made available to them, subject to priority and availability, suitable office space with computer and telephone facilities for the purposes of performing their duties. Appropriate space for meeting clients and undertaking audiological testing, assessment and intervention (which may not be the employee's office) shall also be made available. Such accommodation will be provided on site. Prioritisation of office space shall be done on the basis of the employees needs for such space. It is acknowledged that employees will require ready access to up to date test material, calibrated up to date equipment, software and an appropriate confidential filing system for storing test materials and results, and that these should be provided by the employer.

18.0 PROFESSIONAL DEVELOPMENT, EDUCATION AND TRAINING

18.1 Reimbursement of Study and Training Costs

Where the Employer requires an employee to undertake a course of study; leave and actual and reasonable expenses shall be refunded. The Employer may specify terms and conditions of such support in accordance with company policy.

18.2 Refund of Continuing Professional development Related Expenses

CPD is considered an essential requirement for Audiologists to maintain currency. This is a dual responsibility between employer and employee.

ADHB recognises the considerable personal investment Audiologists have made in their training to date as they enter into registration with Masters Level Training.

ADHB recognises ethical standards and competency requirements demand that Audiologists maintain knowledge and skills through ongoing professional development.

In usual circumstances, CPD will be undertaken as part of normal work time and paid accordingly as agreed with their line manager.

The maximum pay per day when undertaking CPD shall not exceed their ordinary hours worked during a week (Monday to Friday)

Should an employee attend approved CPD on a Saturday/Sunday or rostered day off the employee may take one day's special leave on pay at a time suitable to both parties and subject to the prior approval of the appropriate manager/team leader.

To assist individuals in updating and enhancing their clinical skills, the employer shall grant employees the following:

From 1 August 2016 the DHB shall commit a minimum sum of \$1,000 per employee per annum for the purposes of forming a pool of funding for the reimbursement of travel, accommodation, fees and expenses incurred in approved professional development activities.

This entitlement may be accumulated over a two year period.

Approval for individuals to take education leave over and above these provisions will not be unreasonably declined.

- 18.3 Where an employee works in both the public and the private sector and the professional development benefits both places of work the reimbursement of the costs associated with the professional development by the DHB will be on a pro rata basis. Where employees have previously negotiated provisions which are more favourable, these will be grand-parented to them on a personal-to-holder basis

19.0 PROFESSIONAL SUPERVISION

The employer will ensure appropriate supervision is provided in relation to the audiologist's level of experience and supervisory needs.

Employees will be given adequate time during their normal work hours to supervise and or be supervised. Requests for additional time will not be unreasonably declined. For example it should be noted that there is a significant amount of clinical and administration time required to supervise a CCC or paediatric certificate candidate.

PART 4: LEAVE

20.0 ANNUAL LEAVE

- 20.1 This provision shall apply only until such time as clause 20.3 applies. Employees (other than casual employees) shall be entitled to 4 weeks annual leave, taken and paid in accordance with the Holidays Act 2003, and subject to the other provisions of this clause, except that:
- 20.2 Any employees will continue to be entitled to any additional Annual leave, Board or Recreation days to which they were entitled under the employees' employment agreements in place prior to this agreement.
- 20.3 On completion of five years' continuous service recognised by the DHB in accordance with 20.5 below, the employee shall from that time be entitled to 5 weeks annual leave. This replaces any additional entitlement to Board or Recreation days.
- 20.4 Conditions
- (i) The term "leave year" means the year ending with the anniversary date of the employee's appointment.
 - (ii) The employer may permit an employee to take annual leave in one or more periods.
 - (iii) 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.
- 20.5 "Service" for the purposes of this clause, shall include all service recognised for annual leave entitlement at the time of commencement of employment (this may include overseas service or service with a New Zealand non DHB employer) and shall include all service with a DHB that is continuous. For existing staff, service that is currently recognised at the commencement of this agreement will continue to be recognised (i.e. the same as you had at the time this agreement came into force). Where recognition of leave was not specified at commencement the employer will determine what leave is recognised as per clause 2.
- 20.6 Where an employee has been granted special leave including leave without pay (but excluding sick, accident or military leave) for a period exceeding two (2) months, the employer may exclude such time from service for leave purposes.

21.0 LONG SERVICE LEAVE

- 21.1 An employee shall be entitled to long service leave of one week upon completion of each five year period of current continuous service with the DHB.
- 21.2 Long Service Leave will be paid for each week of leave on the same basis as annual leave (clause 16) in accordance with the Holidays Act 2003. This will be based on the employees' FTE status at the time of taking the leave. Wherever practicable long service leave is to be taken in periods of not less than a week.

- 21.3 For the purposes of 17.1 current continuous service shall be recognised from 1 July 2008 unless the employee has an outgoing or grand-parented provision.
- 21.4 Leave without pay in excess of three months taken on any one occasion will not be included in the 5 year qualifying period, with the exception of Parental Leave.
- 21.5 The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.
- 21.6 In the event of the death of an employee who was eligible for long service leave but has not taken the leave, any monies due will be paid to the deceased estate.

22.0 SICK AND DOMESTIC LEAVE

- 22.1 On appointment to a DHB, a full time employee shall be entitled to ten (10) working days leave for sick or domestic purposes during the first twelve months of employment, and an additional ten (10) working days for each subsequent twelve month period. The entitlement shall be pro-rated for part time employees except that a part-time employee shall receive no fewer than five (5) working days paid sick leave for the first twelve months of employment and a minimum of five (5) additional working days for each subsequent twelve month period. The employee shall be paid at relevant daily pay as prescribed in the Holidays Act 2003, for the first five days in each twelve month period. Thereafter they shall be paid at the normal rates of pay (T1 rate only). A medical certificate may be required to support the employee's claim.
- 22.2 An employee who has exhausted or is about to exhaust their entitlement to sick leave or domestic leave as provided for in this agreement may apply for further sick or domestic leave up to a maximum of 10 days per annum. At the employer's discretion, the employee may be granted:
- a) Additional paid sick or domestic leave and/or
 - b) Additional leave without pay and/or
 - c) Anticipated paid sick or domestic leave, whereby the anticipated leave to a maximum of 5 days per annum is deducted from an employee's entitlement as it accrues and any amount of leave taken in excess of an employee's entitlement at the time of cessation of their employment may be deducted (at the rate of pay which applied at the time the anticipated sick or domestic leave was taken by the employee) from the employee's final pay.

Any such application shall be responded to within a reasonable time, in writing, with reasons provided by the employer if any part of the employee's application has been declined.

In exceptional circumstances the employer may grant further leave entitlements.

In exercising the above discretion the employer shall take into account the following:

- (i) the employees length of service,
- (ii) the employees attendance record
- (iii) the consequences of not providing the leave
- (iv) any unusual or extenuating services

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 guidance.

- 22.3 The provisions of this clause are inclusive of the special leave provisions of the Holidays Act 2003.
- 22.4 Domestic Leave as described in this clause is leave used when the employee must attend to a dependent of the employee. This person would, in most cases, be the employee's child, partner or other dependent family member.
- 22.5 It does not include absences during or in connection with the birth of an employee's child. Annual leave or parental leave should cover such a situation.
- 22.6 At the employer's discretion, an employee may be granted leave without pay, where the employee requires additional time away from work to look after a seriously ill member of the employee's family.
- 22.7 The production of a medical certificate or other evidence of illness may be required pursuant to the provisions of Section 68 of the Holidays Act 2003
- 22.8 Sickness during paid leave: When sickness occurs during paid leave, such as annual or long service leave, the leave may be debited against the sick leave entitlement, (except where the sickness occurs during leave following the relinquishment of office) provided that:
- 22.9 Where the period of sick leave is more than three days and a medical certificate is produced.
- 22.10 In cases where the period of sickness extends beyond the approved period of annual or long service leave, approval will also be given to debiting the portion, which occurred within the annual leave or long service leave period, against sick leave entitlement, provided the conditions in 22.9 above apply.
- 22.11 Annual leave or long service leave may be split to allow periods of illness of three days or less to be taken as sick leave.
- 22.12 During periods of leave without pay, sick leave entitlements will not continue to accrue.
- 22.13 Where an employee has a consistent pattern of short term Sick Leave, or where those absences are more than 10 working days/shifts or more in a year, then the employee's situation may be reviewed in line with the DHB's policy and Sick Leave practices. The focus of the review will be to assist the employee in establishing practical arrangements to recover from sickness or injury.
- 22.14 An employee can accumulate their entitlement up to a maximum of 260 days. Any unused entitlement can be carried over.

23.0 BEREAVEMENT/TANGIHANGA LEAVE

For all employees the following provision shall apply for bereavement leave for death in New Zealand or overseas:

- 23.1 An employer shall approve 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 taking into account travel time. This is inclusive of the Holidays Act provisions.

- 23.2 If bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of 19.1. This provision will not apply if the employee is on leave without pay.
- 23.3 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner.
- 23.4 The employer agrees that upon application, it may be appropriate to grant leave without pay in order to accommodate various special leave needs not recognised in clause 19.1 above.

24.0 JURY AND WITNESS SERVICE LEAVE

For all employees the following provision shall apply for jury/witness service leave:

- 24.1 Employees called on for jury service, or subpoenaed for witness duties are required to serve. Where the need is urgent, employers may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.
- 24.2 An employee called on for such service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain any official court fees (and expenses paid).
- 24.3 Where leave on pay is granted, a certificate is to be given to the employee by the employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of fees and expenses paid. The employee is to pay the fees received to each DHB but may retain expenses.
- 24.4 Where leave on pay is granted, it is only in respect of time spent on such service, including reasonable travelling time. Any time during normal working hours when the Court does not require the employee, the employee is to report back to work where this is reasonable and practicable.
- 24.5 If the employee is required to attend court or similar institution to give evidence as a requirement of their employment the time incurred attending to such duties shall be treated as paid employment.

25.0 LEAVE TO ATTEND MEETINGS OF STATUTORY BOARDS AND COMMITTEES

The employer shall grant leave on full pay at the request of the employee, to employees attending meetings of Boards or Committees convened by the Ministry of Health, State Services Commission, the professional body or the APEX Board.

26.0 EMPLOYEE EDUCATION LEAVE

The Employer shall grant Employment Relations Education leave in accordance with the Employment Relations Act 2000 for employee's party to this agreement to attend courses authorised by APEX to facilitate the employees' education and training as employee representatives in the workplace. APEX shall send a copy of the programme for the course and the name of employees attending at least 21 consecutive days prior to the course commencing. The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.

27.0 PUBLIC HOLIDAYS

27.1 The following days shall be observed as public holidays:

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

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

- (a) Where an employee is required to work that Saturday or Sunday the holiday shall, for that employee, be observed on that Saturday or Sunday and transfer of the observance will not occur. For the purposes of this clause an employee is deemed to have been required to work if they were rostered on, or on-call and actually called in to work. They are not deemed to have been required to work if they were on-call but not called back to work.
- (b) Where an employee is not required to work that Saturday or Sunday, observance of the holiday shall be transferred to the following Monday and/or Tuesday in accordance with the provisions of Sections 45 (1) (b) and (d) of the Holidays Act 2003.
- (c) Should a public holiday fall on a weekend, and an employee is required to work on both the public holiday and the week day to which the observance is transferred, the employee will be paid at their ordinary hourly rate of pay (T1) for the time worked on the weekday/transferred holiday. In a call-back situation, the callback rates identified in clause 8.0 shall apply. Only one alternative holiday will be granted in respect of each public holiday.

27.3 In order to maintain essential services, the employer may require an employee to work on a public holiday when the public holiday falls on a day which, but for it being a public holiday, would otherwise be a working day for the employee.

- 27.4 When employees are required to work on a public holiday as provided above they will be paid at double the ordinary hourly rate of pay (T2) for each hour worked and they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- 27.5 An employee who is required to be on call on a public holiday as provided above, but is not called in to work, shall be granted an alternative holiday, except where the public holiday falls on a Saturday or Sunday and its observance is transferred to a Monday or Tuesday which the employee also works. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- 27.6 Those employees who work a night shift which straddles a public holiday shall be paid at public holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the shift. One alternative holiday shall apply in respect of each public holiday or part thereof worked.
- 27.7 Off duty day upon which the employee does not work:
- (a) Fulltime employees –
For fulltime employees and where a public holiday, other than Waitangi Day and ANZAC Day when they fall on either a Saturday or Sunday, falls on the employee's rostered off duty day, the employee shall be granted an alternative holiday at a later date.
- In the event of Christmas Day, Boxing Day, New Year's Day or 2 January falling on either a Saturday or Sunday and a full time employee is rostered off duty on both that day and the weekday to which the observance is transferred, the employee shall only receive one alternative holiday in respect of each public holiday.
- (b) Part-time employees –
Where a part-time employee's days of work are fixed, the employee shall only be entitled to public holiday provisions if the day would otherwise be a working day for that employee.
- Where a part-time employee's days are not fixed, the employee shall be entitled to public holiday provisions if they worked on the day of the week that the public holiday falls more than 40 % of the time over the last three months. Payment will be relevant daily pay.
- 27.8 Public holidays falling during leave:
- (a) Leave on pay
When a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not debited against such leave.
- (b) Leave without pay
An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay (including sick or military leave without pay) unless the employee has worked during the fortnight ending on the day on which the holiday is observed.
- (c) Leave on reduced pay

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

28.0 PARENTAL LEAVE

28.1 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), provided that where this clause is more favourable to the employee, the provisions of this clause shall prevail.

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

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

28.3 Length of Parental Leave

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

Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer.

- c) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer.

Except as provided for in 28.15, Parental Leave is unpaid.

28.4 In cases of adoption of children of less than five years of age, parental leave shall be granted in terms of 28.2 and 28.3 above, providing the intention to adopt is notified to the employer immediately following advice from the Department of Child, Youth and Family services to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an approved adoption placement shall be provided to the employer's satisfaction.

28.5 Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner or midwife certifying the expected date of delivery. The provision may be waived in the case of adoption.

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

28.7 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.

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

28.9 Job protection –

28.9.1 Subject to 28.10 below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:

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

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

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

28.10 Ability to Hold Position Open

28.10.1 Where possible, the employer must, hold the employee's position open or fill it temporarily until the employee's return from parental leave. However in the event that the employee's position is a "key position" (as contemplated in the Paid Parental Leave and Employment Protection Amendment Act 2002), the employer may fill the position on a permanent basis.

28.10.2 Where the employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 28.9.1 (a) above) is not available, the employer may approve one of the following options:

- a) an extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or
- b) an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 28.10.2 (a) above for up to 12 months; or
- c) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 28.10.2 (a) above for up to 12 months:

provided that, if a different position is accepted and within the period of extended parental leave in terms of 28.10.2 (a), the employee's previous position or a similar

position becomes available, then the employee shall be entitled to be appointed to that position; or

- d) where extended parental leave in terms of 28.10.2 (a) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 30 of this Agreement.

28.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 28.9.1 above, parental leave shall cease.

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

28.13 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.

28.14 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.

28.15 Paid Parental Leave – Where an employee takes parental leave under this clause, meets the eligibility criteria in 28.2 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full time) for a period of fourteen (14) weeks.

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

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

Where 28.3 (c) applies and both partners are employed by the DHB, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

28.15.1 Reappointment After Absence Due To Childcare

- a) Employees who resign to care for a dependent pre-school child or children may apply to their former employer for preferential appointment to a position which is substantially the same in character and at the same or lower grading as the position previously held.
- b) Parental leave is a distinct and separate entity from absence due to childcare.

- c) The total period of childcare absence allowed is four years plus any increases in lieu of parental leave. Longer absence renders a person ineligible for preferential appointment.
- d) 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.
- e) This application for reappointment must be accompanied by:
 - (i) The birth certificate of the pre-school child or children; and
 - (ii) A statutory declaration to the effect that the absence has been due to the care of a dependent pre-school child or children, that the four year maximum has not been exceeded, and that paid employment has not been entered into for more than 15 hours per week. Where paid employment has exceeded 15 hours per week the reappointment is at the CEO's discretion.
- f) 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.
- g) Where:
 - (i) The applicant meets the criteria for eligibility; and
 - (ii) There exists at the time of notification or becomes available within the period up to two weeks before the intended date of resumption of duties a position which is substantially the same in character and at the same or lower grading as the position previously held; and
 - (iii) The applicant has the necessary skills to competently fill the vacancy; then the applicant under these provisions shall be appointed in preference to any other applicant for the position.
- h) Absence for childcare reasons will interrupt service but not break it.
- i) 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.

PART 5: TERMS OF EMPLOYMENT

29.0 STOPWORK MEETINGS

- 29.1 Subject to subsections 29.2 to 29.5 of this clause, each DHB shall allow every employee who is a member of APEX, on ordinary pay, to the extent that the employee would otherwise be working for the employer during the meeting, two stop work meetings (each of a maximum of two hours' duration) in each year (being the period beginning on the first day of January and ending of the following 31st day of December).
- 29.2 APEX shall give the employer at least 14 days' notice of the date and time of any meeting to which sub-clause (1) of this clause applies.
- 29.3 APEX shall make such arrangements with the employer as may be necessary to ensure that the DHB business is maintained during any meeting, including, where appropriate, an arrangement for sufficient employees to remain available during the meeting to enable each DHB operation to continue.
- 29.4 Work shall resume as soon as practicable after the meeting, but each DHB shall not be obliged to pay any employee for a period greater than two hours in respect of any meeting.
- 29.5 Only employees who actually attend an APEX meeting shall be entitled to pay in respect of that meeting and to that end APEX shall supply each DHB with a list of employees who attended and shall advise each DHB of the time the meeting finished.

30.0 STAFF SURPLUS AND EMPLOYMENT PROTECTION

- 30.1 When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the re-organisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in sub-clause 30.4 below shall be invoked and decided on a case by case basis in accordance with this clause.
- 30.2 Notification of a staffing surplus shall be advised to the affected employees and their Union at least one month prior to the date of giving notice of severance to any affected employee. This date may be varied by agreement between the parties. During this period, the employer and employee, who can elect to involve their Union Representative, will meet to agree on the options appropriate to the circumstances. Where employees are to be relocated, at least three months' notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).
- 30.3 The following information shall be made available to the Union representatives:
- a) the location/s of proposed surplus

- b) the total number of proposed surplus employees
- c) the date by which the surplus needs to be discharged
- d) the positions, grading, names and ages of the affected employees who are union members
- e) availability of alternative positions in the DHB.

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

30.4 Options

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

- (a) Reconfirmed in position
- (b) Attrition
- (c) Redeployment
- (d) Retraining
- (e) Severance

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in subclause 30.9 will be applied as a package.

30.5 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.

30.6 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.

30.7 Redeployment

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

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

- b) lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
- c) an ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).
 - (i) Where the new job is within the same local area and extra travelling costs are involved, actual additional travelling expenses by public transport shall be reimbursed for up to 12 months.
 - (ii) The redeployment may involve employees undertaking some on-the-job training.

30.8 Retraining

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.

If an employee is redeployed to a position which is similar to his/her previous one, any retraining may be minimal, taking the form of on-the-job training such as induction or in-service education. Where an employee is deployed to a new occupation or a dissimilar position the employer should consider such forms of retraining as in-service education, block courses or night courses at a technical institute, nursing bridges programmes, etc.

30.9 Severance

Payment will be made in accordance with the following:

- a) "Service" for the purposes of this subclause means total aggregated service with the employing DHB, its predecessors or any other DHB, but excludes any service with any DHB or their predecessor which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any other DHBs or their predecessors. Employees who commenced employment with the current employing DHB prior to 1 October 2008, will retain pre-existing severance provisions, which are more favourable than those in this clause.
- b) 8.33 per cent of base salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment shall only be made where the requisite notice cannot be given. Notice that is of a lesser period than required by this document shall require the employer to pay an amount proportionate to the ungiven period of notice. This payment is regardless of length of service; and
- c) 12 per cent of base salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
- d) 4 per cent of base salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- e) Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.
- f) If the employee has ten or more years' service, the full retiring gratuity as set out in the scale contained in the retirement gratuity schedules shall be paid.
- g) Employees with not less than eight years' service but less than ten years' service, shall be paid two weeks' basic salary (t1 rate only).
- h) Employees with not less than five years' service but less than eight years' service, shall be paid one week's basic salary (t1 rate only).
- i) Outstanding annual leave and long service leave may be separately cashed up.

- j) Where there is an offer of redeployment to reduced hours, an employee may elect to take a pro-rata compensatory payment based on the above severance calculation.
- k) Nothing in this agreement shall require the employer to pay compensation for redundancy where as a result of restructuring, and following consultation, the employee's position is disestablished and the employee declines an offer of employment that is on terms that are:
 - the same as, or no less favourable, than the employee's conditions of employment; and
 - in the same capacity as that in which the employee was employed by the employer, or
 - in any capacity in which the employee is willing to accept

30.10 Job Search

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

30.11 Counselling

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

30.12 Change of Ownership

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

- (a) The person acquiring the business or the part being sold or transferred –
 - (i) has offered the employee employment in the business or the part being sold or transferred; and
 - (ii) has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and
- (b) The conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are the same as, or are no less favourable than, the employee's conditions of employment, including:
 - (i) any service related conditions; and
 - (ii) any conditions relating to redundancy; and
 - (iii) any conditions relating to superannuation - under the employment being terminated; and
- (c) The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either:

- (i) in the same capacity as that in which the employee was employed by the Employer, or
 - (ii) in any capacity that the employee is willing to accept.
- (d) Where the person acquiring the business does not offer the employee employment on the basis of a, b and c above, the employee will have full access to the staff surplus provisions.

30.13 Employee Protection Provisions

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

31.0 RETIRING GRATUITIES

Retiring Gratuities Recognition of Service

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

- a) For the purposes of establishing eligibility for a gratuity, total service may be aggregated, whether this be part-time or full-time, or a combination of both at different periods. Part-time service is not to be converted to its full-time equivalent for the purpose of establishing eligibility.
- b) 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.
- c) Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.
- d) 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.
- e) 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.

- f) 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.
- g) Notice requirements for retirement are specified in employer policies.

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

NB: Gratuity equates to the pay that would be earned in the period of consecutive (including non-working) days.

32.0 DEDUCTION OF APEX MEMBERSHIP FEES

The employer shall deduct APEX fees from the wages/salaries of employees when authorised in writing by members. Fees so deducted will be forwarded to APEX. APEX shall provide to the employer upon request, a list of members on a quarterly basis. The employer shall provide APEX upon request, on a quarterly basis, lists of employees (APEX members) covered by this agreement specifying, also, occupations and workplaces.

PART 6: OTHER PROVISIONS

33.0 ACCIDENTS

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 s/he is transported, and claim reimbursement from ACC.

34.0 SAVINGS CLAUSE

Except as specifically varied by this Agreement, and except as further varied by way of the variations clause as specifically identified and agreed between the parties, nothing in this Agreement shall operate so as to reduce the wages and conditions of employment applying to any employee at the date of this Agreement coming into force.

35.0 EMPLOYEES TRANSFERRING FROM INDIVIDUAL EMPLOYMENT AGREEMENTS TO THIS AGREEMENT

Where an employee on an individual employment agreement elects to be bound by this Collective Agreement (by virtue of coverage and union membership), their previous terms and conditions of employment shall no longer apply unless otherwise agreed in writing between that employee and their employer.

36.0 APEX REPRESENTATIVES RIGHT OF ENTRY

The authorised APEX representative shall with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises for the purpose of interviewing any employee(s), enforcing the agreement on behalf of any employee(s) covered by this agreement and any other lawful act, but not so as to interfere unreasonably with the business of each DHB.

37.0 DELEGATE FACILITIES

The Parties to this Agreement recognise the important role delegates play in providing support to union members, participating in union activities including consultative forums, negotiations and generally in a communicating role.

To enable delegates to effectively carry out their roles, each DHB will allow them reasonable time off work on pay during working hours. Prior approval shall be obtained from the manager concerned and such approval shall not be unreasonably withheld.

38.0 TERMINATION OF EMPLOYMENT

In the absence of specific written agreement between the employer and employee, four weeks' notice of resignation or dismissal shall be given by the employee or the employer, except in cases of misconduct where an employee may be subject to instant dismissal. This provision does not restrict or impair the statutory powers of the employer to appoint or dismiss.

39.0 EMPLOYMENT RELATIONSHIP PROBLEMS

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

Let the Employer Know

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

Representation

At any stage APEX members are entitled to have appropriate APEX representation working on their behalf.

The employer will work with the employee and APEX to try and resolve the problem. The employer can also choose to have a representative working on its behalf.

Mediation Services

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

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

Employment Relations Authority

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

Again employees can ask an APEX organiser to provide assistance in accessing this service.

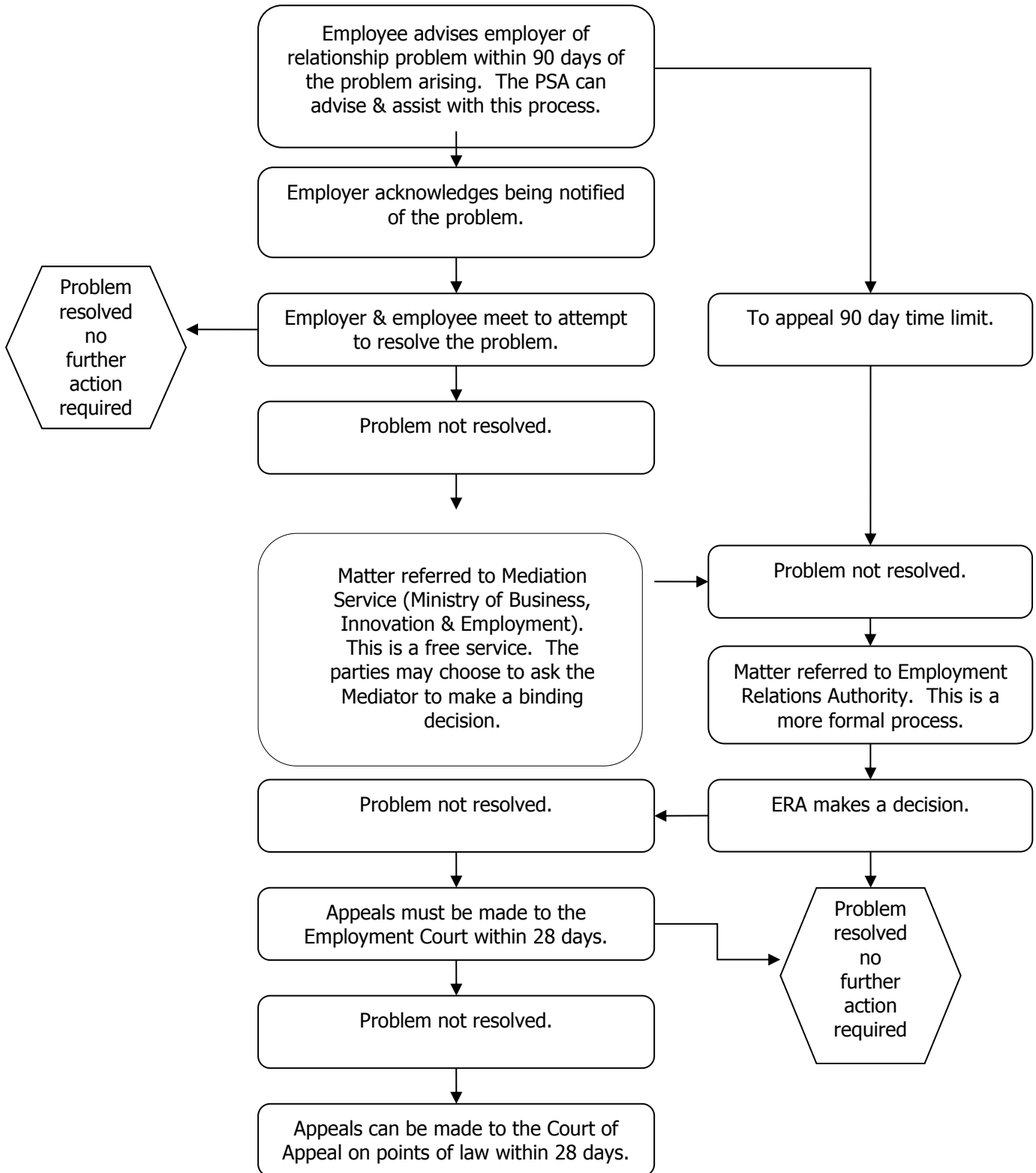
Personal Grievances

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

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

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

Employment Relationship Problem Resolution Process



40.0 TERM OF AGREEMENT

The term of this agreement will be from 1 May 2015 until 31 March 2018

41.0 ATTESTATION TO THE AGREEMENT

The duly authorised representatives attest to the agreement recorded and detailed within this collective agreement:

Signed:

Dated this day of 2017

.....
Ailsa Claire
CEO
Auckland District Health Board

.....
Dr Deborah Powell
National Secretary
APEX Inc

Appendix A

APEX Salary/Merit Progression Process

Introduction

The APEX Salary/Merit Progression Process framework establishes a fair, transparent and consistent process for career and salary progression for Audiologists on the non-automatic salary steps.

This Schedule provides Audiologists and their managers with the framework and process agreed between ADHB and APEX. The framework has been developed as a single document that will be used by Audiologists and is a prospective process involving the mutual setting of goals between an Audiologist and their manager.

The framework provides Audiologists with a pathway for career progression and salary review appropriate to their individual, profession and service requirements. Audiologists on the non-automatic salary steps who choose not to participate in the APEX Salary/Merit Progression Process must continue to demonstrate ongoing competency at their current salary step.

Many of the activities described in this document could be applicable to Audiologists on the automatic salary steps. However, for Audiologists participating in this process, the objectives that they develop will further extend their practice. Their work will contribute to the ongoing development of both themselves and the service that they work in. It is also expected that they will be leading other Audiologists to integrate the DHB's Vision, Values and organisational Goals into practice.

The APEX Salary/Merit Progression Process has seven practice domains: Professional & Clinical Practice, Teaching & Learning, Evaluation & Research, Leadership & Management, Quality & Risk Management/Service Development, Advanced Māori Responsiveness and Cultural Responsiveness.

Māori Responsiveness/ Te Anga atu ki ngā Hiahia o te iwi Māori

Kua oti te anganga atu ki ngā hiahia o te iwi Māori te tuitui ki roto i te anga o whaitake whakamua Process. Kua inoi atu ki ngā kaimahi kia whakaarotia ētahi pūkenga matua i ia wāhanga o ā rātou kāpuinga mahi, e whakaatu mai ana i ngā urupare hāngai ki ngā hiahia hauora o te iwi Māori. Ka kite tonu ngā Kaimahi Hauora Ngaio i roto i ngā kaupapa e hāngai ana ki ia wāhanga tētahi taura me pēhea e huri mai ai ki te tautoko i te hunga Māori, me pēhea hoki e whakapakaritia ai ngā hua hauora mō ngāi Māori i roto i ngā mahi.

Kua oti te kaupapa te Toi o ngā Mahi Anga atu ki ngā Hiahia o te iwi Māori mā te hunga Māori, hei whakawhānui i te akoranga, i te whakamanatanga, me te whakatinanatanga o ngā mōhiotanga ahurea, ngā pūmanawa me ngā pūkenga e hāngai pū ana, ina mahi tahi me te iwi Māori. Kei roto i tēnei wāhanga kāpuinga mahi tētahi wāhi mā ngā kaimahi Māori e mahi ana i ngā wāhanga hauora ahakoa ki hea, engari ka noho ēnei hei tautoko i ngā rāngai e tino hāngai ana ki te Māori. Ko ngā ariā me ngā mahi e pā ana ki te anga atu ki ngā hiahia o te iwi Māori, i hangaia, i tuia mai hoki ki roto, hei wāhanga o ngā mahi tahitanga ki Te Rau Matatini.

Responding to the needs of Māori has been incorporated throughout this framework. Audiologists are encouraged to consider core competencies within each of the domains of practice that aim to express appropriate responses to Māori health needs. The Audiologist will note within the themes corresponding to each domain an example of how they might demonstrate behaviours conducive to Māori and supportive of positive health outcomes.

The practice domain of Advanced Māori Responsiveness has been developed to extend the acquisition, acknowledgement and implementation of specialised cultural knowledge, skills and competencies when Māori are specifically working with Māori.

The concepts and practices regarding Māori responsiveness have been developed and integrated in partnership with Te Rau Matatini.

Statement of Accountability

The APEX Salary/Merit Progression Framework process requires mutual responsibility and accountability of all staff involved. This should include the individual Audiologist, their manager(s) and

the professional representative for Audiology. The process is prospective and includes setting objectives, preparing the agreed evidence within the Audiologists portfolio, and presenting achievements at the annual performance review meeting. However, the setting of objectives may take into consideration work that has been initiated within a reasonable timeframe of the objectives being set as long as objectives remain current to service need/service development and of benefit to professional development. The Audiologist being appraised is responsible for meeting their own tasks and highlighting issues with their manager that may impact on their ability to complete activities within agreed timelines. If this does not occur the APEX Salary/Merit Progression process could be discontinued at that time, although the annual performance review process will be completed.

Principles

The principles of fairness, transparency and consistency in the application of the APEX Salary/Merit Progression Process Framework will be achieved by:

1. Establishing agreed expectations and associated evidence required between the individual, their manager and professional representative
 - a) The framework is a prospective process (note the Statement of Accountability) and will take a minimum of one year to complete
 - b) It will align with regulatory and professional standards as appropriate
 - c) It requires achievement of a satisfactory performance review as agreed by both parties prior to the commencement of this process
 - d) It requires that an Audiologist is not under a performance management process
 - e) It establishes challenging expectations within the Audiologists current role, which could be via a clinical/practice and/or a managerial pathway
 - f) Both the individual and their manager share accountability for initiating and maintaining the APEX Salary/Merit Progression process

Process

1. The Audiologist selects the themes within each domain and develops SMART objectives in consultation with the professional leader of Audiology ADHB, taking into account the audiologist's role and pattern of work when setting these objectives.
2. The compulsory domains required are Clinical & Professional Practice and One objective demonstrating Maori responsiveness (can come out of any of the practice domains & may be part of the Clinical & Professional Practice objective). Non-compulsory domain objectives are completed from any practice domain within the document relevant to the position, service requirements and development needs of the Audiologist.
3. The Audiologist may consult APEX if there is a dispute between them and their manager over the size of the objectives.
4. The manager and the Audiologist will discuss the appropriate support required for the Audiologist to complete the process at the time their objectives are set. Any reasonable resources, including time, must be identified and agreed when objectives are initially set, with consideration given to the maintenance of normal service requirements. The objectives are then signed off by the manager
5. The Audiologist completes the work during the year, with the evidence kept in their professional portfolio
6. The objectives and evidence of the completed activity is reviewed at the end of the year by the line manager, with discipline-specific professional input
7. Consultation between the Audiologist and their manager(s) should be ongoing throughout the year to allow for any amendments should circumstances change or additional opportunities present themselves
8. If all agreed activities have been completed, then the salary progression occurs
9. Where there are disagreements during this process, the ADHB dispute resolution processes will apply

Professional & Clinical Practice

This practice domain is fundamental to the APEX Salary/Merit Progression Framework. All Audiologists are employed in clinical and/or professional practice roles where this activity forms the majority of their outputs.

Audiologists will be:

- Demonstrating significant and advanced clinical/professional practice skills and competencies aligned to their discipline-specific standards, expectations, codes of ethics and service requirements;
- Demonstrating an ability and willingness to pass their knowledge and expertise on to other Audiologists at local, national and international levels as appropriate;
- Demonstrating clinical/professional practise leadership within their profession, wider than their immediate service environment; and
- Collaborating, initiating and/or developing partnerships that impact on clinical/professional practice at local, regional or national levels.
- Demonstrating clinical/professional practice that uphold tikanga based principles.

Themes	Examples of Activities
<i>Demonstrates professional/clinical (practice) leadership/knowledge</i>	<ul style="list-style-type: none"> - Acts as a resource person - Demonstrates innovation in practice - Critical consumer of literature and demonstrates integration into practice - Acknowledges the significance and use of te reo Māori and can communicate using basic greetings with appropriate pronunciation - Acknowledges and actively engages in the impact of whaka whanaunga on a person's life story
<i>Acts as a clinical/professional resource person</i>	<ul style="list-style-type: none"> - Provides peer review - Provides clinical guidance/mentoring - Develops formal teaching/papers - Develops resource materials for populations - Influences community and population health issues - Involvement in service specific contract negotiation - Uses advanced professional knowledge and expertise to act as a resource - Provides formal review of professional practice of a colleague external to the organisation - Welcomes manuhiri by providing a welcoming environment and facilitates interactive communication
<i>Develops collaborative partnerships that impact on clinical/professional practice</i>	<ul style="list-style-type: none"> - Develops and maintains strategic relationships internal/external to the organisation - Advances strategic relationships internal/external to the organisation - Advances consumer involvement in the provision of health or health services - Advances effective team working - Demonstrates the acknowledgement of the significance and use of te reo Māori and communicates using basic greetings with appropriate pronunciation - Aligns frameworks, practices and concepts to Māori paradigms of health
<i>Advances strategic relationships internal/external to the organisation</i>	<ul style="list-style-type: none"> - Demonstrates the development of new relationships or expands current relationships between provider arm services and the primary/NGO sector and/or other agencies - Demonstrates consumer involvement in service development/review and/or the provision of health or health services - Advances effective team working

Themes	Examples of Activities
	<ul style="list-style-type: none"> - Demonstrates the acknowledgement of the significance and use of te reo māori and communicates using basic greetings with appropriate pronunciation - Demonstrates the acknowledgement of frameworks align practices and concepts to Māori paradigms of health
<i>Demonstrates advancing clinical /professional competency</i>	<ul style="list-style-type: none"> - Identifies and responds to clinical /professional risk - Demonstrates clinical/professional effectiveness - Manages increasingly complex ethical/professional/clinical situations, acknowledging cultural linkages and views (tuakiri) - Demonstrates advancing assessment/intervention skills, acknowledging concepts and perceptions of Māori spirituality - Demonstrates an understanding of traditional views of health of other cultures and aligns this with practice
<i>Contributes to relevant Professional Body</i>	<ul style="list-style-type: none"> - Participates in Advisory Committees, Competency Panels, Registration Authorities or other groups relevant to the profession/discipline - Contributes to the development of national standards of practice - Presents a paper at a national/international professional meeting/conference/workshop - Presents as an invited keynote speaker at a national/international professional meeting/conference/workshop - Participates in a professional working group / review group (external to the DHB) at a local /regional /national or international level - Participates as a reviewer in a profession-wide peer review process

Teaching & Learning

All Audiologists participate in these activities throughout their careers. For Audiologists on the non-automatic salary steps, there is an expectation that they will be providing appropriate leadership in this area and, where opportunities exist, may be:

- Actively involved in mentoring and supervision of students and/or other Audiologists;
- Actively engaging with a wide variety of stakeholders; and
- Leading and initiating teaching & learning activities at local, national and international levels as appropriate; and may be
- Actively participating in post-graduate work or study
- Actively supporting Māori methods of learning

Theme	Examples of Activities
Actively seeks opportunities to develop self professionally	<ul style="list-style-type: none"> - Undertakes post-graduate work relevant to the profession and/or the service - Writes an article/paper for publication relevant to the profession/service - Undertakes research relevant to the profession and/or the service - Implements new directions and/or areas of service provision - Is a critical consumer of the literature and can demonstrate changes in service provision following implementation of practice change - Specialises or provides practice to a niche area, benefiting the service provided - Aligns frameworks, practices and concepts to Māori paradigms of health
Actively seeks opportunities to develop staff within or external to the service/discipline	<ul style="list-style-type: none"> - Provides supervision and/or peer review (where this is not a core requirement of the role) to other staff which may include specific problem solving sessions - Implements quality projects aimed at directly improving services provided - Organises and provides continuing education of staff which may include development and implementation of in-service programmes, relevant educational materials and inter-professional educational activities - Organises and delivers presentations external to the organisation to a variety of stakeholders and the development of educational materials if required - Is involved with teaching professional/clinical practice at a relevant tertiary organisation for undergraduate or postgraduate students of the same or another discipline - Organises and participates in a relevant professional course/conference/workshop - Demonstrated involvement with iwi, other Māori providers and Māori trainers

Evaluation & Research

This practice domain emphasises the development of evaluation and research skills so that they can be applied to the clinical & professional practice environments in particular. It is essential to support the development and implementation of these skills so that Audiologists can incorporate practice-based evidence that underpins their work, demonstrating quality and improved health outcomes while contributing to local service delivery.

Theme	Examples of Activities
Maintains and updates knowledge in practice	<ul style="list-style-type: none"> - Critically evaluates current research literature and shares this information with others - Searches for and critiques research material in areas of practice - Initiates service improvements through validated research findings in clinical practice/service delivery - Develops treatment protocols or evidenced based guidelines - Takes responsibility for the generation, implementation and review of relevant protocols/procedures
Participates in outcome measurement and reflects this in practice	<ul style="list-style-type: none"> - Participates in evaluation and outcome measurement and incorporates recommendations into practice - Initiates ideas/ programmes/ interventions and/or strategies that may lead to improvements in practice, operational service delivery or wider community health outcomes - Implements research within the constraints of the organisation – may include quality assurance, evaluation projects and consumer outcome measurement systems
Research participation and development	<ul style="list-style-type: none"> - Actively participates in research activity in professional development /management /leadership issues - Leads (or actively participates) in research projects which may include service reviews, documentation audits, practice audits and change of practice - Submits a research activity/paper for publication - Leader of a project that involves a multidisciplinary team at local or national level - Acts as a peer reviewer for academic journal - Reviews research protocols at local or national level - Actively participates in the development of standards of practice based on theory, research and evaluation - Conducts research as a principle investigator/co-investigator in research activity within/external to organisation

Leadership & Management

This practice domain focuses on the development and application of leadership and management skills, particularly (but not exclusively) for those Audiologists in designated roles with responsibility for clinical/practice leadership *and/or* beginning management responsibility. The Audiologist will support or lead tikanga based principles.

Theme	Examples of Activities
Demonstrates Leadership	<ul style="list-style-type: none"> - Demonstrates and promotes integration of the DHB's Vision, Values and Goals - Provides leadership and/or management for a group of Audiologists within a team (where this is not a core requirement of the role) - Leads appropriate change management initiatives - Provides representation of the team perspective to senior managers - Develops and extends networks with peers and professional colleagues internal and external to the DHB, including training institutions - Resolves ethical and professional issues relating to self and others clinical/professional practice - Leads and supports an aspect of Māori /other cultural competence development within a service area - Challenges culturally inappropriate practices and supports staff to make changes
Understands and integrates national or international policies, guidelines, strategies and/or legislation into clinical/professional practice	<ul style="list-style-type: none"> - Demonstrates an understanding of national policies, strategies and/or legislation and their impacts on Māori health care delivery - Integrates the requirements / recommendations into specific clinical/professional situations - Provides guidance to other practitioners regarding the impact of requirements / recommendations on clinical/professional practice - Contributes to consultation on the implementation and practice of legislation and policies etc
Advocates for the professional group within wider political arena and / or work environment	<ul style="list-style-type: none"> - Represents the views of their professional group - Represents their profession while participating in working parties, professional groups, in areas of review and professional policies/procedures - Actively supports and advocates within their profession to meet the core health goals identified by the Ministry of Health and/or the strategy within the District Annual Plan
Demonstrates operational management skills	<ul style="list-style-type: none"> - Contributes to the efficient organisation and performance of the team - Deputises for Service Manager/ Professional Leader/Advisor or representative when required - Leads team building and development activities - Leads conflict resolution processes - Identifies and resolves risk management issues - Leading and prioritising work at times of staff shortages

Theme	Examples of Activities
Undertakes project management activities	<ul style="list-style-type: none"> - Demonstrates project management skills e.g. scoping, business case development, stakeholder and risk management, communication plans, resource management, reporting requirements, project implementation and evaluation - Demonstrates understanding of the financial implications/budget restraints/resources available and works within these - Demonstrates consultation with stakeholders - Promotes and markets the project - Manages change related to the project
Demonstrates advancing team-member skills	<ul style="list-style-type: none"> - Values and encourages the diverse contribution of team members - Facilitates a problem solving approach - Demonstrates effective negotiation skills - Demonstrates a constructive approach to conflict resolution - Identifies and constructively manages disruptive behaviour within the team - Advocates for and supports the team members - Raises the profile of the team / profession - Demonstrates of role modelling the principles of whanaungatanga

Quality & Risk Management / Service Development

Audiologists participate in these activities throughout their careers. For Audiologists on the non-automatic salary steps, there is an expectation that they will be providing appropriate leadership in this area and expanding their view beyond the immediate work environment to include critical evaluation, analysis and reflection of the impact and quality of their service delivery on other teams, services, disciplines and/or organisations. Audiologists will be:

- Actively participating in quality activities (across the organisation);
- Actively engaging with a wide variety of stakeholders inclusive of Māori; and
- Leading and initiating Quality & Risk Management / Service Development activities as it impacts on their team, discipline and/or service.

Theme	Examples of Activities
<p>Contributes to quality projects or activities (individual or team)</p>	<ul style="list-style-type: none"> - Leads (or actively participates) in quality initiatives and quality assurance activities including service reviews, clinical audits and change of practice - Takes responsibility for service changes and developments in alignment with DHB objectives - Identifies gaps in the service and takes steps to remedy them - Takes an active role in resolving ethical professional or service issues - Initiates effective processes with another service to enhance collaborative working - Initiates ideas/ programmes/ interventions and/or strategies that may lead to improvements in clinical practice, operational service delivery or wider community health outcomes - Relates goals and actions to strategic aims of the organisation and profession
<p>Takes a leadership or proactive role with the team/ service that supports the Service Manager/Line Manager in achieving strategic direction</p>	<ul style="list-style-type: none"> - Enhances the team's achievement of the organisational goals/strategic direction - Takes a primary role in the strategic direction of the service - Provides coaching, mentoring, supervision and development of other staff - Initiates ideas/ programmes/ interventions and/or strategies that may lead to improvements in clinical practice, operational service delivery or wider community health outcomes - Contributes to the development and delivery of service plans - Influences the direction of the service e.g. projects, contracts etc. - Challenges culturally inappropriate practices and supports staff to make changes
<p>Develops, updates and/or implements clinical policies, procedures, standards or guidelines</p>	<ul style="list-style-type: none"> - Uses the available evidence as the basis of development/ review - Implements improvements which may relate to aspects of clinical, cultural or service provision/ delivery - Prioritises policies and practices that achieve fair and effective allocation of resource and improved health outcomes

Advanced Māori Responsiveness /

Te Toi o Te Anga Atu ki ngā Hiahia o te Iwi Māori

Kua oti tēnei wāhanga kāpuinga mahi te whakarite i roto i ngā mahi tahitanga ki Te Rau Matatini, ā, hei whakawhānui tēnei i ngā pūkenga a ngā kaimahi Māori, i runga i te tikanga whakatairanga i ngā րritenga o te anga atu ki te Māori, ki te hunga ehara i te Māori, me te mōhio anō, arā anō ngā rerekētanga o ngā momo iwi nei. He mea tēnei me mātua whakaoti, mā ngā kaimahi hauora ngaio i ngā ratonga/tūranga e tohua ana he ratonga e hāngai ana ki te Māori, inā koa, ngā ratonga Kaupapa Māori, ā, ka taea te whai e ngā kaimahi Māori o ngā ratonga auraki e mahi tahi ana me te Māori. Ko te whakapakaritanga o ngā whāinga o roto i ēnei kaupapa i raro iho nei tētahi hua o te whakawhanaunga e ahu mai ai ngā mahi tiaki, tohutohu, ārahi, tohutohu hoki i te hunga e tika ana i roto i ր rātou rōpū, i te hapori nui tonu hoki.

This practice domain has been developed in partnership with Te Rau Matatini and advances the competencies for Māori practitioners in a way that highlights the commonalities for non-Māori and Māori responsiveness, as well as acknowledging points of difference. It is compulsory for practitioners in Māori designated positions/services e.g. Kaupapa Māori services, and optional for other Māori practitioners in main-stream services who work with Māori. The development of objectives based on the themes identified below relies on maintaining key relationships to ensure oversight, direction, leadership and guidance from the appropriate people within their organisations and community.

Theme	Examples of Activities
<p>Wairua Recognises an individuals spirituality and the significance in their well-being</p>	<ul style="list-style-type: none"> - Demonstrates processes and an understanding of the depth of the spiritual realm that a person may encounter, (inclusive of people and environment) e.g. <ul style="list-style-type: none"> o Guides tangata whaiora to identify tapu, noa and rahui and the impact on (for example) their hinengaro, whenua or whakapapa o Utilises Māori frameworks to gauge the realm tangata whaiora is sitting in e.g. te whare tapa wha, te wheke, pae tonga, takarangi framework etc
<p>Te Reo Recognises the diversity of cultures and languages. Respects the value of te reo Māori and its usage in the health setting</p>	<ul style="list-style-type: none"> - Demonstrates leadership and fluency of communication in a range of settings, exchanges and dialects e.g. <ul style="list-style-type: none"> o Develops resource materials for the team/service o Introduces Māori language to other team members o Acts as a resource person within the organisation o Seeks leadership and guidance from pakeke, koroua and kuia
<p>Whakawhanaunga Recognises an individual’s choice of family and friends and their inter-connected relationships</p>	<ul style="list-style-type: none"> - Demonstrates leadership in the context of inter-generational principles around Ko Āu, Whānau and Whanaunga e.g. the development of a case study that is available as a learning activity for other practitioners that includes: <ul style="list-style-type: none"> o Whākapapa o Familial and other relationships of tangata whaiora o The importance of relationships of tangata whaiora o A clear understanding of the way the family operates and explores how their patterns of behaviour can impact on subsequent generations o Recommends appropriate intervention taking the above concepts into consideration

Theme	Examples of Activities
Tuakiri Recognises the importance of a person's unique identity	<ul style="list-style-type: none"> - Demonstrates and facilitates positive changes in maintaining hauora <ul style="list-style-type: none"> o Promotes tangata whaiora to make appropriate choices for healthy lifestyles o Demonstrates Māori frameworks to facilitate hauora e.g. pōwhiri poutama, rangi matrix, te whare tapa wha, te wheke
Manaaki Recognises the extent of importance in showing respect or kindness to people	<ul style="list-style-type: none"> - Leads and responds to a variety of settings that engage with tangata whaiora and their whanau i.e. marae, hui, whanau etc as tangata whenua or manuhiri <ul style="list-style-type: none"> o Develops resource for the team/service o Role models and leads the concepts of manaaki to tangata whaiora/whānau and other team members o Respects others in the practice of manaaki, inclusive of koha and reciprocity
Ngakau Māori Recognises and understands the strategic direction of Māori concepts or ideas	<ul style="list-style-type: none"> - Develops and delivers education based upon Māori frameworks to inform professional/clinical practice - Provides cultural supervision for other Māori practitioners - Actively leads strategic planning and direction of Māori services that improve Māori outcomes - Monitors and evaluates effectiveness of planned intervention

Cultural Responsiveness

This practice domain advances the competencies for Audiologists regarding cultural competence for Pacific cultures or for people from other cultures that you interact with in your clinical/professional practice. Cultural Responsiveness requires an awareness of cultural diversity and the ability to function effectively and respectfully when working with people from different cultural backgrounds. It also requires awareness of the Audiologists own identity and values, as well as an understanding of how these relate to practice. Cultural mores are not restricted to ethnicity but also include (but are not limited to) those related to gender, spiritual beliefs, sexual orientation, abilities, lifestyle, beliefs, age, social status or received economic worth (NZ Psychologists Board, April 2006). The development of objectives based on the themes identified below relies on maintaining key relationships to ensure oversight, direction, leadership and guidance from the appropriate people within local organisations and the community.

Theme	Examples of Activities
Demonstrates alignment of clinical /professional practice and appropriateness with the DHB's Pacific Policy	<ul style="list-style-type: none"> - Develops and maintains relationships with the Pacific Health services - Demonstrates a working relationship with Pacific Health providers (including NGOs) - Develops understanding and analysis of current issues in specific client groups - Links DHB Strategic Plan with clinical practice in key target areas identified by Pacific Health
Develops an in-depth understanding of Pacific approaches to health	<ul style="list-style-type: none"> - Researches an identified Pacific culture, its wider environmental context, leadership structure and its interplay with clinical practice - Researches DHB vision and values and their link with Pacific cultural values and principles

Theme	Examples of Activities
	<ul style="list-style-type: none"> - Researches Pacific People's traditional views on health - Researches governance/partnership systems in the DHB and links this to own role and responsibilities - Researches disparities in the DHB population and links to issues within own service

Theme	Examples of Activities
Demonstrates alignment of clinical /professional practice and appropriateness with policies related to other cultural population groups represented in your DHB	<ul style="list-style-type: none"> - Develops and maintains relationships with groups representing an identified culture - Demonstrates a working relationship with relevant community resources - Demonstrates an understanding and analysis of current issues in specific client groups - Links DHB Strategic plan with clinical practice in key target areas
Develops an in-depth understanding of an identified cultural group within your DHB	<ul style="list-style-type: none"> - Researches into an identified culture, its wider environmental context, leadership structure and its interplay with clinical practice - Researches DHB vision and values and that culture's population groups principles of health, linking this to own role and responsibilities - Researches disparities in the DHB population and links this to own service
Leads and supports an aspect of cultural responsiveness within own service area	<ul style="list-style-type: none"> - Demonstrates leadership and role- modelling in both clinical and professional practice and service delivery - Challenges culturally inappropriate practices and supports staff to make changes - Is actively involved in developing cultural policies within own service - Develops needs assessment of cultural requirements for staff - Cultural knowledge and appropriateness is applied to clinical and professional practice - Demonstrates an understanding of own issues regarding cultural intervention - Demonstrates a working relationship with relevant community groups - Develops understanding and analysis of current issues in specific client groups - Leads the DHB Strategic Plan with clinical practice in key target areas