



and

Auckland District Health Board
Counties Manukau District Health Board
Waitemata District Health Board
Bay of Plenty District Health Board
Waikato District Health Board
Taranaki District Health Board
Hawke's Bay District Health Board
MidCentral District Health Board
Hutt Valley District Health Board
Capital & Coast District Health Board
Nelson Marlborough District Health Board
Canterbury District Health Board
Southern District Health Board

Clinical Physiology

National Collective Agreement

1 August 2014 to 31 August 2016

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PART ONE – APPLICATION OF COLLECTIVE AGREEMENT

1.0 THE PARTIES TO THIS COLLECTIVE AGREEMENT

- a) Auckland District Health Board
Counties Manukau District Health Board
Waitemata District Health Board
Waikato District Health Board
Bay of Plenty District Health Board
Hawke’s Bay District Health Board
Taranaki District Health Board
MidCentral District Health Board
Hutt Valley District Health Board
Capital & Coast District Health Board
Nelson Marlborough District Health Board
Canterbury District Health Board
Southern District Health Board

(Hereinafter referred to as the employer)

- b) The Association of Professionals and Executive Employees (hereinafter referred to as the “union” or APEX).
- c) Where a DHB listed in the parties clause (or in Schedule 5 by virtue of the operation of clause 1.4 below) merges with another DHB(s) during the term of this agreement, clauses or appendices referring to specific terms and conditions for that DHB(s) will transfer to the new DHB(s) formed but will recognise the former DHB boundaries that existed prior to the merger and become location specific terms and conditions. The location specific terms and conditions will continue in future collective agreements unless there is agreement between the specific employer party and APEX to change them.

1.1 NEW EMPLOYEES

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

Any new employee to whom this Agreement applies by virtue of the operation of this subclause shall be deemed covered by this Agreement, subject to the provisions of the Employment Relations Act.

1.2 EXISTING EMPLOYEES

Existing employees who are covered by the coverage clause of this Agreement may become union members at any time. Employees shall, from the date of becoming union members, be bound by all the benefits and obligations relating to employees under this Agreement.

1.3 COVERAGE

All employees employed as Clinical Physiologists, Clinical Physiology Technicians, ECG Technicians and employees employed as trainees undergoing training as Clinical

Physiologists, Clinical Physiology Technicians or ECG Technicians, and any employee employed as above who may from time to time use a different title.

1.4 Subsequent Parties Clause

1.4.1 A DHB or employer providing hospital-based services to a DHB who is not a party to this agreement may become a party provided:

1.4.1.1 The work of the employer's employees comes within the coverage clause of this agreement,

1.4.1.2 The employer's employees are not bound by another collective agreement

1.4.2 The original parties to this collective agreement are notified in accordance with the provisions of Section 56A of the Employment Relations Act 2000, and provided that where the employer is not a DHB, the original parties also agree to the inclusion of the new employer party.

1.4.2 Subsequent parties added as a result of this clause shall be recorded in Schedule 5 of this agreement.

1.5 Southern DHB

In the event that an employee of either the former Otago or Southland DHBs immediately prior to the merger of the two DHBs met the relevant DHB service-grand parenting requirement and the requirements of s30A of the Human Rights Act 1993 regarding eligibility to a retiring benefit based wholly or partly on age, and has remained continuously employed by Southern DHB on an employment agreement that retains the relevant retiring gratuity provisions, the employee shall retain that entitlement even if they subsequently transfer location between the former DHB boundaries that existed prior to the merger.

2.0 INTERPRETATIONS

In this Agreement, unless the context otherwise requires:

Provisional (Trainee) Clinical Physiology Technician means an employee who is studying towards the recognised CPM qualification*.

Clinical Physiology Technician means an employee who holds the recognised CPM qualification or equivalent*.

Charge Clinical Physiology Technician means a clinical physiology technician who is appointed to be in charge of the performance and administration of a team of physiology technicians and may manage the related budget.

Provisional Clinical Physiologist means an employee who is studying towards a relevant post-graduate qualification and training in the practical requirements in the discipline in which the employee is employed*.

Clinical Physiologist means an employee who holds a relevant post-graduate qualification or equivalent and meets the minimum standards as set by the appropriate professional body in the discipline in which the employee practices*.

Charge Clinical Physiologist (Team Leader) means a clinical physiologist who is appointed to this position and holds responsibility/ oversight of the clinical and scientific practice and performance of clinical physiologists within a department or service +/- budgetary responsibility within a service or department.

ECG Technician means an employee employed to undertake basic electrocardiography and/ or spirometry who does not hold registration with the recognised registration board.

Section Head is an employee who is appointed to a section head position and has the responsibility for providing technical expertise/ supervisory clinical oversight and training for a designated specialty area, within a department or service, and who may act as a primary resource for other health care professionals.

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

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

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

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.

* Note: the definitions with the * above will have the following appended to the definition if registration becomes mandatory during the term of this Agreement: *"...and holds he relevant registration with the recognised registration body."*

Shift work is defined as the same work performed by two or more employees or two or more successive sets or groups of employees working successive periods. A qualifying shift has a corresponding meaning.

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

Service means the current continuous service with the employer and its predecessors (Hospital and Health Services, Crown Health Enterprises, Regional Health Authorities, Health Funding Authority, Area Health Boards and Hospital Boards), except where otherwise defined in the applicable clause. As of the commencement of this agreement service will transfer between DHBs. As of the commencement of this Agreement, service shall not be deemed to be broken by an absence of less than three months. However, where the employee remains actively engaged on related work to their profession or study whilst absent, the period of three months shall extend to twelve months. This period of absence does not count as service for the purpose of attaining a service related entitlement.

Emergency Circumstance means a natural disaster or civil emergency.

PART TWO – PROVISIONS RELATING TO HOURS OF WORK

3.0 HOURS OF WORK

Preamble

The employer will take all practical steps to prevent harm occurring to employees from the way work is organised. In particular the employer will monitor on call arrangements and the frequency and duration of call outs and shall take this into account when considering an employees continued fitness to work safely during normal hours of work. If possible fatigued employees shall be authorised to not attend duty or finish their normal duty early without loss of pay for any period of authorised absence.

- 3.1 Unless as provided for in 3.1.1, 3.1.2 or 3.1.3, ordinary hours of work shall be 40 per week and not more than eight hours per day with two consecutive days off. Each daily duty shall be continuous except for meal periods and rest breaks. Provided, however, that in emergency circumstances, the Employer may require an employee to work at other times and for periods other than those specified.
 - 3.1.1 Alternatively, ordinary weekly hours of work shall be 80 per fortnight and not more than 8 hours per day with four days off in every 14. No more than 6 consecutive days shall be worked without 1 day off and the other three days off shall be consecutive. Each daily duty shall be continuous except for meal periods and rest breaks.
 - 3.1.2 Alternatively, ordinary weekly hours of work shall be 80 per fortnight and not more than 8 hours per day with 4 days off in any 14 day period. The days off shall consist of 2 periods of 2 consecutive days each. No more than 10 consecutive days shall be worked at any one time. Each daily duty shall be continuous except for meal periods and rest breaks.
 - 3.1.3 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.
- 3.2 Current employees can only have their hours of work altered by agreement. Employees agreeing to alter their hours of work to those specified under 3.1.1, 3.1.2 or 3.1.3 shall be required to record their agreement in writing. Where any proposed alteration affects the established roster, agreement must be gained from 70% of the affected employees.
- 3.3 Employees have the right to seek the advice of their union or to have the union act on their behalf before signing any such agreement.
- 3.4 Rosters will be notified to those involved not less than 28 days prior to the commencement of the roster provided that less notice may be given in exceptional circumstances.
- 3.5 The normal working week shall commence on Monday at the normal starting time of the employer.
- 3.6 For the purpose of calculating pay, the working week shall end at midnight Sunday/Monday. When a major part of the shift falls on a particular day, the whole shift shall be regarded as being worked on that day.

4.0 MEAL PERIODS AND REST BREAKS

- 4.1 Except when required for urgent or emergency work and except as provided in 4.2 no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.
- 4.2 An employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time.
- 4.3 Except where provided for in 4.2 an employee unable to take a meal after five hours' duty shall be paid at overtime rates from the expiry of five hours until the time when a meal can be taken.
- 4.4 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer. Where it is impractical to supply tea, coffee, milk and sugar free of charge, an allowance of \$1.48 per week in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay.
- 4.5 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.

PART THREE – RATES OF REMUNERATION

5.0 APPLICATION OF ALL SALARY SCALES

Employees at Bay of Plenty and Taranaki DHBs will translate onto the salary scales set out below in accordance with Schedule 7.

5.1 Clinical Physiologists – Cardiac, Respiratory & Sleep (formerly known as Cardiac/Pulmonary/Respiratory Technologists and Sleep Technologists/Scientists) -

Steps	Current	1 August 2014
16	\$92,417	\$93,803
15	\$89,189	\$90,527
14	\$85,960	\$87,249
13	\$82,731	\$83,972
12	\$79,502	\$80,695
11	\$76,273	\$77,417
10	\$73,043	\$74,139
9	\$69,814	\$70,861
8	\$66,585	\$67,584
7	\$63,030	\$63,975
6	\$60,589	\$61,498
5	\$57,675	\$58,540
4	\$55,024	\$55,849
3	\$52,923	\$53,717
2	\$49,272	\$50,011
1	\$47,448	\$48,160

Progression

- 5.1.1 Progression through the scale from step 1 to step 7 shall be by way of automatic annual increment.

Attention is drawn to the annual review provisions (clause 5.9 below).

- 5.1.2 The salary steps above the automatic steps provide employees with a pathway for career development. Progression from Step 8 shall be through operation of the merit progression process set out in schedule 4 to a maximum of step 10, except as provided below.

- 5.1.3 Where an employee is required to undertake; advanced clinical/technical practice, leadership and / or management responsibilities, they shall be able to progress beyond step 10. The employer will determine the appropriate salary and range within the scale for such employees, based on the duties, responsibilities and scope of their role having regard to the above.

a) Provisional Clinical Physiologists

Steps	Current	1 August 2014
3	\$46,536	\$47,234
2	\$43,800	\$44,457
1	\$40,877	\$41,490

Progression

Progression from Step 1 to Step 2 shall be on the achievement of the minimum practical competencies required to operate within the discipline autonomously.

The employee shall progress to Step 3 after 12 months on Step 2.

Progression from Step 3 of the Provisional Clinical Physiologist Salary Scale to the Clinical Physiology Salary Scale occurs when the employee has met the requirements for registration.

5.2 Renal/Dialysis Physiologists (aka Renal/Dialysis Technicians)

Steps	1 August 2104
13	\$83,547
12	\$80,284
11	\$77,025
10	\$73,763
9	\$70,502
8	\$67,241
7	\$63,652
6	\$61,185
5	\$58,244
4	\$55,565
3	\$53,444
2	\$49,941
1	\$47,915

Progression

5.2.1 Progression through the scale from step 1 to step 7 shall be by way of automatic annual increment.

5.2.2 Progression from step 7 to step 8 is dependant on the achievement of mutually agreed objectives, which are set prospectively when the employee reaches the top automatic salary step. This would normally occur in conjunction with the employee's annual performance review.

5.2.3 The employee will write to the team leader/ manager requesting a meeting to set objectives. In the event that the manager and the employee cannot agree on the objectives the employee may consult with APEX. If there is still no agreement the

manager will set the objectives. This objective setting process is to be completed in three months of the employee requesting the meeting.

- 5.2.4 Progression will not be denied where the employer has failed to engage in the objective setting process and/ or the assessment of whether or not the objectives have been achieved. The assessment shall commence 12 months after the objectives have been set with any movement arising from this assessment being back dated to 12 months from the date the employee wrote to his/her team leader/ manager under 5.2.3 above.
- 5.2.5 Progression occurs not earlier than the anniversary date of the employee's movement to step 7.
- 5.2.6 The salary steps above step 8 provide employees with a pathway for career development. Progression from Step 8 shall be through operation of the merit progression process set out in schedule 4 to a maximum of step 10, except as provided below.
- 5.2.7 Where an employee is required to undertake; advanced clinical/technical practice, leadership and / or management responsibilities, they shall be able to progress beyond step 10. The employer will determine the appropriate salary and range within the scale for such employees, based on the duties, responsibilities and scope of their role having regard to the above.

5.3 Clinical Physiology Technicians (formerly known as Cardiac Respiratory Technicians)

- a) Charge Clinical Physiology Technicians

Steps	Current	1 August 2014
3	\$55,023	\$55,848
2	\$52,923	\$53,717
1	\$49,273	\$50,012

Progression through the scale shall be by way of automatic annual increment.

- b) Clinical Physiology Technicians

Steps	Current	1 August 2014
5	\$49,273	\$50,012
4	\$47,448	\$48,160
3	\$43,800	\$44,457
2	\$40,877	\$41,490
1	\$37,959	\$38,528

Progression through the scale shall be by way of automatic annual increment. An employee who has completed the requirements for CPM qualification and certification criteria shall be paid at Step 3.

5.4 Electrocardiograph (ECG) Technicians

a) Designated Positions

Steps	Current	1 August 2014
3	\$49,273	\$50,012
2	\$47,448	\$48,160
1	\$43,800	\$44,457

Progression through the scale shall be by automatic annual increment.

b) ECG Technicians

Steps	Current	1 August 2014
4	\$43,800	\$44,457
3	\$40,877	\$41,490
2	\$37,959	\$38,528
1	\$35,037	\$35,563

Progression through the scale shall be by way of automatic annual increment.

5.5 PART TIME EMPLOYEE RATES

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

5.6 RECOGNITION OF PREVIOUS SERVICE FOR COMMENCEMENT ON THE SALARY SCALES

All previous service as recognised by the employer within the discipline in which the employee is employed shall be counted for the purpose of determining their commencing placement on the salary scale along with any other factors that the employer deems to be relevant at the time of appointment.

5.7 SALARY INCREMENTS WHILE ON STUDY LEAVE

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

5.8 MISCELLANEOUS CONDITIONS RELATING TO SALARIES

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

Except by mutual agreement, salaries, including overtime, shall be paid not longer than fortnightly intervals and during working hours or by direct credit.

5.9 ANNUAL REVIEW PROVISIONS

Any Employee party to this Agreement shall be entitled to a review of his/her salary no less frequently than 12 monthly except that an employee on Step 1 of the Clinical Physiology Scale shall have a review six months after appointment to the scale. Any increase in salary arising from this review shall be effective from the review date, noting that for employees on Step 1 of the Clinical Physiology Scale, a salary increase will reset their salary anniversary date (i.e. movement to Step 3 will occur after 12 months on Step 2).

6.0 OVERTIME & PENAL RATES

Note: Specific provisions contained in Schedule 6 shall apply to Renal Technicians/Physiologists.

6.1 Definitions

6.1.1 For calculation purposes, the normal hourly rate shall be one two thousand and eighty-sixth (2086) part, correct to three decimal places of a dollar, of the yearly rate of salary payable.

6.1.2 Overtime is time worked in excess of:
a) eight hours per day or the rostered duty whichever is greater or
b) 80 hours per two week period

Provided that such work has been authorised in advance. This clause shall not apply to employees working alternative hours of work.

6.2 Overtime

Subject to 6.4, overtime shall be paid at the following rates. In computing overtime each day shall stand alone.

6.2.1 Overtime worked on any day (other than a public holiday) from midnight Sunday/Monday to midnight on the following Friday shall be paid at one and one half times the normal hourly rate of pay (T1.5) for the first three hours and at double the normal hourly rate of pay (T2) thereafter.

6.2.2 Overtime worked from 2200 until the completion of a rostered night duty Sunday to Friday, or from midnight Friday to midnight Sunday/Monday, or on a public holiday shall be calculated at double the ordinary rate (T2).

6.3 Penal Rates

Subject to clause 6.4 penal time shall be paid at the following rates **in addition to normal salary:**

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

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

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

6.4 Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours, the higher rate will apply.

6.5 Minimum Breaks

6.5.1 A break of at least nine (9) continuous hours must be provided wherever possible between any two qualifying periods of work. Except that if a ten (10) hour duty has been worked then a break of twelve (12) consecutive hours must be provided wherever possible.

6.5.2 The qualifying periods of work for the purposes of this clause are:

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

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

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

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

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

6.5.7 If a call back of less than a full shift is worked between two periods of duty of a full shift or more a break of nine continuous hours must be provided either before or after the call back. If such a break has been provided before the call back it does not have to be provided afterwards as well. Except that if time is spent working as a result of a call-back between the hours of 2300 and 0500 hours, a nine (or twelve) hour break after the call back is completed must be provided.

7.0 ON CALL/ ON CALL ALLOWANCE

7.1 On Call Allowance

An employee who is instructed to be on call during normal off duty hours, shall be paid an on call allowance of \$4.04 per hour except on Public Holidays when the rate shall be \$6.06

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

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

7.2 Call Back

7.2.1 Call-back is to be paid at the appropriate overtime rate for a minimum of three hours, or for actual working and travelling time, whichever is the greater, when the employee:

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

7.2.2 Where an employee is called back to duty outside his/ her normal hours of work, the employee shall be either provided with transport or they shall be reimbursed in accordance with Clause 35.

7.2.3 In circumstances where an employee would normally be called back to work but is able to resolve the matter without doing so, by way of telephone, the employee shall be paid at the appropriate overtime rate for a minimum of two hours or for the length of the telephone call and any associated work, whichever is longer, except that:

- (i) Telephone calls commencing and finishing within the minimum period covered by an earlier telephone call shall not be paid for; and
- (ii) Where a telephone call commences before and continues beyond the end of a minimum period for a previous telephone call, 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 telephone call.

In any event, the payment shall be no more than four hours in any 12 hour period.

This payment does not include any advice that is normally provided by telephone.

7.2.4 An employee who responds to a call back by way of telephone (as per 7.2.3 above) and who is subsequently required to return to the workplace in relation to the same matter shall be paid in accordance with clause 7.2.1 and shall not receive payment under clause 7.2.3 as well.

8.0 HIGHER DUTIES ALLOWANCE

- 8.1 Where an employee is temporarily appointed or seconded to a higher graded position for a period of 10 or more consecutive working days the employee will receive a higher duties allowance for the whole period of that appointment.
- 8.2 The higher duties allowance payable shall be the difference between the current salary of the employee acting in the higher position and the minimum salary the employee would receive if appointed to that position.
- 8.3 Except that specific provisions contained in Schedule 6 shall apply to Renal Technicians/Physiologists.

9.0 MEAL ALLOWANCE

- 9.1 A shift employee who works a qualifying shift of eight or ten hours or more and who is required to work more than one hour beyond the end of the shift (excluding any break for a meal) shall be paid a meal allowance of \$9.00 or at the option of the employer be provided with a meal.

PART FOUR – PROVISIONS RELATING TO LEAVE

10.0 PUBLIC HOLIDAYS

- 10.1 The following days shall be observed as public holidays:
- | | |
|---|----------------------|
| New Year's Day | ANZAC Day |
| 2 January | Sovereign's Birthday |
| Waitangi Day | Labour Day |
| Good Friday | Christmas Day |
| Easter Monday | Boxing Day |
| Anniversary Day (as observed in the locality concerned) | |
- 10.2 The following shall apply to the observance of Christmas Day, Boxing Day, New Year's Day or 2 January, where such a day falls on either a Saturday or a Sunday:
- 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.
 - 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.
 - 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 weekend rates for the time worked on the weekday/transferred holiday. Only one alternative holiday will be granted in respect of each public holiday.
- 10.3 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.
- 10.4 When employees 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.
- 10.5 An employee who is on call on a public holiday as provided above, but is not called in to work, shall be granted an alternative holiday, except where the public holiday falls on a Saturday or Sunday and its observance is transferred to a Monday or Tuesday which the employee also works. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- 10.6 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.
- 10.7 Off duty day upon which the employee does not work:
- 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.

10.8 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.

11.0 ANNUAL LEAVE

11.1 Employees, other than casuals, shall be entitled to four weeks annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause, except that on completion of five years current continuous service as defined in Clause 2.0 the employee shall be entitled to 5 weeks annual leave. For the purposes of this clause, "recognised service" shall be as defined in clause 2.0.

11.2 Casual employees shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement, dependant on recognition of an individual's service.

11.3 Shift Employees

Employees who work rotating shift patterns or those who work qualifying shifts shall be entitled, on completion of 12 months employment on shift work, to up to an additional five days annual leave, based on the number of qualifying shifts worked.

The entitlement will be calculated on the annual leave anniversary date. Qualifying shifts are defined as a shift which involves at least two hours work performed outside the hours of 8.00am to 5.00pm, excluding overtime.

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

11.4 Employees who do not work shift work as defined in clause 2 and who are required to participate in on-call rosters, shall be granted two hours leave for each weekend day or part thereof where the on-call period is eight or more hours, they are required to be on-call during normal off duty hours, up to a maximum of three days additional leave per annum. Such leave shall be paid at annual leave averages and is accumulative. Employees who work qualifying shifts under sub-clause 11.3 are not entitled to leave under this sub-clause. Any entitlements accrued prior to the date of ratification of this MECA will be protected.

11.5 Conditions

Employees shall be entitled to annual leave on a pro-rata basis, except that shift leave and on-call leave shall not be pro-rated. Annual leave is to be taken within 12 months of entitlement becoming due. Where the annual leave is not taken within twenty-four (24) months of being accrued and there is no agreement on when the leave is to be taken, the employer may direct the employee to take annual leave with a minimum of four (4) weeks notice.

- a) Annual leave may be granted in one or more periods.
- b) In accordance with the Holidays Act 2003, the employee shall be given the opportunity to take two weeks leave at one time.
- c) Annual leave is able to be accrued to a maximum of two years entitlement.
- d) Annual leave shall be taken to fit in with service/work requirements and the employee's need for rest and recreation.
- e) When an employee ceases employment, wages shall be paid for accrued annual leave, including shift leave, and the last day of employment shall be the last day worked.
- f) Part time employees shall be entitled to annual leave on a pro rata basis.
- g) An employee may anticipate up to one year's annual leave entitlement at the discretion of the employer.

12.0 SICK & DOMESTIC LEAVE

In applying the provisions of this clause the parties note:

- their agreed intent to have healthy staff and a healthy workplace;
- that staff attending work unwell is to be discouraged and the focus is on patient and staff safety;
- that they wish to facilitate a proper recovery and a timely return to work;
- that staff can have sick leave and domestic absences calculated on an hourly basis however reasonable time taken to attend essential medical appointments shall not be deducted where such appointments cannot be arranged outside the employee's normal work hours.

- 12.1 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 up to an additional ten (10) working days for each subsequent twelve month period. The entitlement shall be pro-rated for part time employees except that a part-time employee shall receive no fewer than five (5) working days paid sick leave for the first twelve months of employment and a minimum of five (5) additional working days for each subsequent twelve month period. The employee shall be paid at relevant daily pay as prescribed in the Holidays Act 2003, for the first five days in each twelve month period. Thereafter they shall be paid at the normal rates of pay (T1 rate only). A medical certificate may be required to support the employee's claim.
- 12.2 At the employer's discretion an employee may be granted further anticipated sick or domestic leave. Any anticipated leave taken in excess of an employee's entitlement at the time of cessation of employment may be deducted from the employee's final pay.
- 12.3 Where an employee is suffering from a minor illness that could have a detrimental effect on the patients or other staff in the employer's care, the employer may, at its discretion, either:
- a) place the employee on suitable alternative duties; or
 - b) direct the employee to take leave on full pay. Such leave shall not be a charge against the employees sick and domestic leave entitlement.

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

- 12.4 The provisions of this clause are inclusive of the special leave provisions of the Holidays Act 2003.
- 12.5 Domestic Leave as described in this clause is leave used when the employee must attend a dependent of the employee. This person would, in most cases, be the employee's child, partner or other dependent family member.
- a) 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.
 - b) 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.
 - c) The production of a medical certificate or other evidence of illness may be required.
- 12.6 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:
- a) the period of sick leave is more than three days and a medical certificate is produced.
 - b) 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 12.7 and 12.7 a) above apply.
 - c) Annual leave or long service leave may not be split to allow periods of illness of three days or less to be taken.

- d) During periods of leave without pay, sick leave entitlements will not continue to accrue.
- e) 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.

13.0 BEREAVEMENT/ TANGIHANGA LEAVE

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

14.0 LONG SERVICE LEAVE

- 14.1 An employee shall be entitled to long service leave of one week upon completion of a five year period of current continuous service. Current continuous service shall be deemed to include prior continuous service with another DHB. Such entitlement may be accrued. Any service period that relates to a period of long service leave that has already been taken or paid out shall not count as service for the purposes of this entitlement.
- 14.2 Long Service Leave will be paid for each week of leave on the same basis as annual leave 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.
- 14.3 For the purposes of 14.1 current continuous service shall be recognised from 1 October 2008 date unless the employee had a previously grand-parented provision.
- 14.4 For employees with a previously grand-parented scheme, the following shall apply. The employee shall accrue the entitlement in accordance with clause 14.1 above, with their service being deemed to commence, for the purpose of this calculation, on the date service was previously deemed to commence under the grand-parented scheme. Any long service leave actually taken, shall be deducted from that entitlement and the residue shall become the remaining entitlement. That shall be added to any further accrual, with the leave being taken in accordance with clause 14.1 above.
- 14.5 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.

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

14.7 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.

15.0 PARENTAL LEAVE

15.1 STATEMENT OF PRINCIPLE

The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave.

15.2 Parental Leave is Leave Without Pay.

(See clause 16.0 Reappointment After Absence Due To Childcare).

15.3 ENTITLEMENT AND ELIGIBILITY

Provided that the employee assumes or intends to assume the 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 or adopted at the same time, for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.

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

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

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

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

15.5 In cases of adoption of children of less than five years of age, parental leave shall be granted in terms of 15.3 and 15.4 above, providing the intention to adopt is notified to the employer immediately following advice from the relevant agency to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an approved adoption placement shall be provided to the employer's satisfaction.

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

- 15.7 An employee absent on parental leave is required to give at least one month's notice to the employer of their intention to return to duty. When returning to work the employee must report to duty not later than the expiry date of such leave.

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

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

15.9 JOB PROTECTION

- 15.9.1 Subject to 15.10 below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:

- a) At the equivalent salary, grading;
- 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.

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

15.10 OPTIONS

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

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

- a) An extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or
- b) An offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 15.10.2 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 15.10.2 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 15.10.2(b), 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 15.10.2(a) above expires, and no similar position is available for the employee, the employee shall be declared surplus under Clause 26.0 of this Agreement.

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

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

15.13 LUMP SUM PAYMENT

15.13.1 Except at Waikato DHB, where an employee, who is entitled to parental leave of up to 12 months, returns to duty before or at the expiration of leave or extended leave and completes a further six months' service, they qualify for a payment equivalent to 30 working days leave on pay, that is at the rate applying for the 30 working days immediately following their ceasing duty.

At Waikato DHB only, an employee who is entitled to parental leave of up to 12 months shall receive on commencement of parental leave payment equivalent to 15 working days (three weeks) on ordinary pay that is at the rate applying immediately prior to their ceasing duty. Where an employee who is entitled to parental leave of up to 12 months returns to duty before or at the expiration of leave or extended leave and completes a further six months' service, they qualify for a payment equivalent to 15 working days (three weeks) leave on ordinary pay, that is at the rate applying for the 15 working days immediately prior to their ceasing duty.

Provided that, if both male and female partners are employed in the health service and are eligible for the payment, then they are entitled to one and only one payment, and they may choose (after they have qualified) who will receive it.

If employment prior to confinement was part-time, however, payment shall be based on the percentage that such part-time hours bear to whole time employment.

15.13.2 Where, for reasons pertaining to the pregnancy, an employee, on medical advice and with the consent of the employer elects to work reduced hours at any time prior to confinement, then the calculation of the lump sum payment shall be based on the proportion of full-time employment immediately prior to any such enforced reduction in hours.

15.13.3 An employee who is absent on parental leave for less than six weeks (30 working days) will receive that proportion of the payment that their absence represents in working days.

15.13.4 An employee returning from parental leave may request the employer to vary the proportion of full time employment from that which applied before the leave was taken. The granting of such a request shall be at the discretion of the employer, that is the principle of job protection cannot be guaranteed. The calculation of the lump sum payment in these circumstances shall be based on the proportion of full-time employment, which applied before taking leave (excluding any temporary reduction in hours immediately prior to confinement).

15.14 PARENTAL LEAVE ABSENCE FILLED BY TEMPORARY APPOINTEE

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

16.0 REAPPOINTMENT AFTER ABSENCE DUE TO CHILDCARE

16.1 Where an employee resigns from a permanent position with the employer to care for pre-school children, the employer is committed, upon application from the employee, to make every reasonable endeavour to re-employ that person where a comparable and suitable position exists within four years of the resignation, providing that the person has the necessary skills to fill the vacancy competently; then the person under these provisions shall be appointed in preference to any other applicant for the position.

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

17.0 JURY SERVICE AND WITNESS LEAVE

17.1 Employees called on for jury service or who are subpoenaed, or as a witness for the Crown, the employer, or in the course of their employment, are required to serve. Where the need is urgent, the employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.

17.2 An employee called on for jury service or as a witness may elect to take annual leave, leave without pay, or leave on pay.

17.3 Where an employee is required to be a witness in a matter arising out of his/her employment, s/he shall be granted paid leave.

17.4 Where leave on pay is granted, a certificate is to be given to the employee by the employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to the employer but may retain expenses.

17.5 Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the Court does not require the employee, the employee is to report to work where this is reasonable and practical.

18.0 EMPLOYEE RELEASE

18.1 Employees with 5 years continuous service with the current employer may apply for a one-off continuous period of unpaid Employee Release for a period of three months up to a maximum of twelve months. Such application shall be considered on a case-by-case basis and granted at the discretion of the employer. All service related provisions/ benefits will be put on hold until resumption of normal duties.

18.2 The notification of the employee's intent to return to normal duties will be the same as Clause 15.7 (Parental Leave).

- 18.3 Job protection provisions will be the same as in Clause 15.9.1 (Job Protection).
- 18.4 The provisions of this clause are separate from and in addition to normal unpaid leave provisions and it is acknowledged that employees may apply for unpaid leave at any time during their employment.

19.0 UNION REPRESENTATIVE'S EDUCATION LEAVE

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

20.0 TRAINING, CONTINUING EDUCATION AND PROFESSIONAL ASSOCIATION FEES

The parties recognise and accept that this MECA covers a group of employees with significant and varying requirements for CME and training.

Employers shall provide a work place environment that encourages employees to obtain appropriate qualifications, attend relevant conferences, courses and seminars and/or undertake research or projects. These activities are expected to support the strategic direction of the DHB as well as facilitating the employee's own growth or development.

- 20.1 Training
The employer shall provide all actual and reasonable costs for qualifications, training courses and seminars as required by the employer. Attendance for such training is "work" and time so spent shall be paid.

Examples of qualifications are ASCT, CRFS, BRPT, DMU, NASPE and post graduate diplomas in sleep, respiratory or cardiac services. These are examples only and not an exhaustive list.

- 20.2 Continuing Medical Education
The ongoing technical/ scientific development within the associated fields requires qualified staff to attend national and international conferences in order to maintain their ongoing technical/ scientific competence. The employee then has the obligation of bringing back the latest information to their employing DHB and incorporating any new knowledge into the strategic development of their department. Attendance at the conferences is to be balanced against the operational requirements of the DHB, especially as the numbers of staff are not large. Forward planning and cooperation between management and staff is fundamental to ensuring CME requirements are met.

Sufficient funding and leave must be provided to meet such CME and training needs. All actual and reasonable costs (including registration, accommodation, travel and sundry expenses such as airport transfers, meals etc) will be met by the employer subject to the normal approval process at the relevant DHB.

- 20.3 The employer will meet the costs of membership of one professional association for each employee covered by this Agreement. The funding of more than one professional association is at the discretion of the employer. The maximum amount payable under this clause is \$200 per employee per annum.

PART FIVE – TERMS OF EMPLOYMENT

21.0 SUPERANNUATION

This clause has been reserved.

22.0 PROTECTIVE CLOTHING

- 22.1 In accordance with the Health and Safety in Employment Act and associated Regulations, the employer shall ensure that employees are provided with any protective equipment required to ensure the safety of employees while at work. The maintenance and replacement of this equipment is the responsibility of the employer.
- 22.2 Suitable clean protective clothing shall be made available by the employer where the nature of a particular duty or duties would either continuously or intermittently render an employee's personal clothing or uniform to excessive soiling or damage or expose the employee's person to injury or excessive discomfort through biological, chemical or physical hazards. Such protective clothing shall remain the property of the employer and, as such, shall be laundered or otherwise cleaned free of charge.
- 22.3 An employee may at the employer's discretion be compensated for damage to personal clothing worn on duty, or reimbursed dry cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling did not occur as a result of the employee's negligence or failure to wear the protective clothing provided.
- 22.4 Where the employer requires or, for health and safety reasons specific types of footwear are to be worn, they shall be provided by the DHB.
- 22.5 In Auckland DHB only, an allowance of \$3.15 per day (or proportionate part thereof for a part time employee) shall be paid for each working day on which, because of therapeutic requirements or in the interests of patient care/ rehabilitation, an employee is directed by the General Manager to wear civilian clothes instead of the normal uniform. Provided that this allowance shall not be payable to staff wholly or mainly employed in an administrative role or staff who, with the General Manager's permission elect to wear civilian clothing on duty.

23.0 REFUND OF ANNUAL PRACTISING CERTIFICATE

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

24.0 RECERTIFICATION

If, during the term of this Agreement, a group or groups of employees covered by this Agreement are required to meet the competency requirements of the Health Practitioners Competence Assurance (HPCA) Act 2003, the employer will accept responsibility for providing the necessary resources and costs to meet these requirements. If enrolment in a recognised Continuing Professional Development (CPD) points programme forms part of the HPCA competency requirements, the employer will reimburse the enrolment fees.

25.0 EMPLOYEE PARTICIPATION

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

The involvement of employees should contribute to:

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

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

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

26.0 STAFF SURPLUS

- 26.1 When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in sub clause 26.5 below shall be invoked and decided on a case by case basis by the employer having due regard to the circumstances of the affected employee.
- 26.2 Where an employee's employment is being terminated by the employer by reason of the sale or transfer of the whole or part of the employer's business, nothing in this

Agreement shall require the employer to pay compensation for redundancy to the employee if:

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

- a) Has offered the employee employment in the business or the part being sold or transferred; and
- b) Has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and

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

- a) Any service related conditions; and
- b) Any conditions relating to redundancy; and
- c) Any conditions relating to superannuation

Under the employment being terminated; and

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

- a) In the same capacity as that in which the employee was employed by the Employer; or
- b) In any capacity that the employee is willing to accept.

26.3 Notification

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

26.4 The following information shall be made available to the employee representative:

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

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

26.5 Options

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

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

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in sub clause 26.12 will be applied as a package.

26.6 Reconfirmed in Position

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

26.7 Attrition

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

26.8 Redeployment

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

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

- a) A lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
- b) An 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).

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

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

26.9 Leave Without Pay

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

26.10 Retraining

26.10.1 Where a skill shortage is identified, the employer may offer a surplus employee retraining to meet that skill shortage with financial assistance up to the maintenance of full salary plus appropriate training expenses. It may not be practical to offer retraining to some employees identified as surplus. The employer needs to make decisions on the basis of cost, the availability of appropriate training schemes and the suitability of individuals for retraining.

26.10.2 If an employee is redeployed to a position that is similar to his or her previous one, any retraining may be minimal, taking the form of "on the job" training such as induction or in-service education.

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 tertiary or other institution.

26.11 Enhanced Early Retirement

26.11.1 Employees engaged prior to 1 May 1994 are eligible if they are within 10 years of the age of eligibility for government superannuation and have a minimum of ten years' total aggregated service with the employer, with one or more other DHBs, and with one or more of the following services:

- a) Public Service
- b) New Zealand Post Office
- c) New Zealand Railways
- d) Any University in New Zealand
- e) Any Health Centre in any New Zealand Polytechnic or College of Education.

But excluding any service with any of the above services or with any DHB, which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services or from any DHBs.

26.11.2 Employees engaged on or after 1 May 1994 are eligible if they are within 10 years of the age of eligibility for government superannuation and have a minimum of 10 years total current continuous service with the employer, excluding any service with any of the above services or with any DHB that has been taken into account for the purposes of calculating any entitlement to a redundancy/ severance/ early retirement or similar payment from any of the above services or from any DHBs.

26.11.3 Membership of a superannuation scheme is not required for eligibility.

26.11.4 An employee shall receive the following:

- a) One month's notice of retirement or 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months in lieu of notice. This payment is regardless of length of service; and
- b) 12 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months service; and

- c) 4 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one up to a maximum of 19; and
- d) Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

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

- e) If the employee qualifies under Clause 28 for a retiring gratuity, that retiring gratuity shall be paid.
- f) Outstanding annual leave and long service leave may be separately cashed up.

26.12 Severance

Payment will be made in accordance with the following:

26.12.1 For Employees engaged prior to 1.5.94 "Service" for the purposes of this sub clause 26.12 means total aggregated service with the employing DHB and its predecessors and one or more other DHBs and their predecessors and with one or more of the following services:

- a) Public Service
- b) Post Office
- c) New Zealand Railways
- d) Any University in New Zealand
- e) Any Health Centre in any New Zealand Polytechnic and/or College of Education

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

26.12.2 For employees engaged on or after 1.5.94 "Service" for the purpose of this clause means current continuous service with the employer excluding any service with any of the above services or with any DHB which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services or from any Boards.

26.12.3 8.33 Per cent of basic salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment shall only be made where the requisite notice cannot be given. Notice that is of a lesser period than required by this document shall require the employer to pay an amount proportionate to the ungiven period of notice. This payment is regardless of length of service; and

26.12.4 12 Per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and

26.12.5 4 Per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and

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

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

26.12.7 If the employee has ten or more years' service, the full retiring gratuity, as set out in the scale contained in Clause 28 shall be paid.

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

26.12.9 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).

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

26.13 Job Search

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

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

27.0 NOTICE

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

27.2 Abandonment of Employment

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

28.0 RETIRING GRATUITIES

28.1 For DHBs where retiring gratuity provisions applied at 1 October 2004 (Auckland, Capital & Coast, Counties Manukau, Hutt Valley, Nelson Marlborough, Otago, Southland and Waikato DHBs), the relevant provisions as listed in Schedule 2 shall be retained.

28.2 For the purposes of establishing eligibility for a gratuity, total service may be aggregated, whether this be part time or whole time, or a combination of both at different periods. Part time service is not to be converted to its whole time equivalent for the purpose of establishing eligibility.

28.3 Where part time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.

- 28.4 Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.
- 28.5 The calculation of a gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
- 28.6 For the purposes of calculating the amount of gratuity that the employer may pay, the rate of pay on retirement shall be the basic rates of salary or wages.
- 28.6.1 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.

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

NOTE: These are consecutive rather than working days.

PART SIX – OTHER PROVISIONS

29.0 DEDUCTION OF UNION FEES

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

30.0 STOPWORK MEETINGS

30.1 Subject to subsections 30.2 to 30.5, the employer shall allow every employee covered by this Agreement to attend, on ordinary pay, at least two meetings (each of a maximum of two hours' duration) in each year (being the period beginning on the 1st day of January and ending on the following 31st day of December) with their representatives.

30.2 The representative shall give the employer at least 14 days' notice of the date and time of any meeting to which subsection 30.1 is to apply.

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

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

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

31.0 PERSONAL GRIEVANCE, DISPUTES & EMPLOYMENT RELATIONSHIP PROBLEMS

31.1 An "employment relationship problem" includes:

- (i) A personal grievance
- (ii) A dispute
- (iii) Any other problem relating to or arising out of the employment relationship.

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

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

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

32.0 HEALTH AND SAFETY

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

- 32.1 It shall be the responsibility of the employer to ensure that the workplace meets the required standards and that effective and maintained safety equipment is provided.
- 32.2 Where safety equipment is required, it is the responsibility of employees to ensure that it is properly utilised.
- 32.3 It is the responsibility of every employee to report any hazards, accidents or injuries as soon as practicable using the employer's hazard management system.
- 32.4 It is the responsibility of the employer to systematically identify and address any workplace hazards, which may affect the safety of employees.
- 32.5 Where there is a concern regarding the safety of employees, employees have the right to refuse to work in accordance with Section 28 of the Health and Safety in Employment Amendment Act 2002.

33.0 INDEMNITY

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

The coverage after cessation of employment is made on the understanding that the employee will make every reasonable effort to keep the employer informed of incidents at the time of which they occur.

34.0 TEMPORARY OR FIXED TERM AGREEMENTS

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

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

35.0 USE OF PRIVATE VEHICLE ON EMPLOYER BUSINESS

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

36.0 TRANSFER EXPENSES

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

For:

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

37.0 TRAVELLING CLINIC EXPENSES

The provisions specified in (i) and (ii) below apply to all DHBs except for Waikato, whose provisions are specified in Schedule 3 to this MECA.

- (i) When employees leave and return to their normal place of work on the same day on DHB business, they shall be reimbursed for actual and reasonable expenses.
- (ii) When employee travel away from their normal place of work in connection with their employment, they shall be provided with suitable transport and accommodation, including breakfast (i.e. the employee shall not be required to pay for such expenses and be reimbursed at a later date). A daily incidentals and meal allowance of \$60 shall be paid in addition to all other

remuneration. No receipts will be required. (For the purposes of this clause, at Capital & Coast DHB, the normal place of work shall encompass Wellington City, Hutt Valley and Porirua).

- (iii) The employer recognises that the provision of travelling clinics impacts on an employee's personal life and undertakes to work with other DHBs and staff to reduce the impact, including financial, on the employee. The employer and employee will agree, prior to the travelling clinic taking place, what expenses (such as child care expenses), if any, incurred as a result of the employee participating in the travelling clinic, in addition to those captured in (ii) above, will be reimbursed.

38.0 SAVINGS

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

39.0 VARIATIONS

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

40.0 TERM OF AGREEMENT

This Agreement shall be deemed to have come into force on 1 August 2014 and shall continue in force until 31 August 2016

Dated this day of September 2014.

Signed:

AUTHORISED Representative of the
EMPLOYEE PARTY

AUTHORISED Representatives of the
EMPLOYER PARTIES

.....
Dr Deborah Powell
National Secretary
APEX

.....
Ailsa Clare
Chief Executive Officer
Auckland DHB

.....
Geraint Martin
Chief Executive Officer
Counties Manukau DHB

.....
Dr Dale Bramley
Chief Executive Officer
Waitemata DHB

.....
Dr Nigel Murray
Chief Executive Officer
Waikato DHB

.....
Dr Kevin Snee
Chief Executive Officer
Hawke's Bay DHB

.....
Graham Dyer
Chief Executive Officer
Hutt Valley DHB

.....
Debbie Chin
Acting Chief Executive Officer
Capital & Coast DHB

.....
Chris Fleming
Chief Executive Officer
Nelson Marlborough DHB

.....
David Meates
Chief Executive Officer
Canterbury DHB

.....
Carole Heatley
Chief Executive Officer
Southern DHB

.....
Murray Georgel
Chief Executive Officer
MidCentral DHB

.....
Tony Foulkes
Chief Executive Officer
Taranaki DHB

.....
Phil Cammish
Chief Executive Officer
Bay of Plenty DHB

Schedule 1 – Partnership Agreement

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

- To ensure the parties dealings with each other are in accord with the principles of good faith and are characterized by constructive engagement based on honesty openness respect and trust;
- Assist in the delivery of a modern, sustainable and high quality CPT workforce;
- To support and work within the overarching approach and priorities set by the existing collective future workforce activity (which includes DHBs unions and other stakeholders);
- That efforts are made to improve the party's relationship, decision making and inter party co-operation;
- To co-ordinate the trialling, and where appropriate, the introduction of innovative initiatives that will improve healthcare delivery;
- To ensure the MECA is applied in an effective and consistent way to those covered by the DHB parties.

In support of these principles the parties agree that they will:

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

PARTNERSHIP GOVERNANCE GROUP

A partnership governance group shall be established to progress the objectives (above) and work streams set out below.

Membership

The parties shall decide their respective membership of the governance group. The total membership shall consist of ten members, five appointed by the employer parties and five by APEX inclusive of a COO representative and the National President of the Physiologists Division of APEX. The parties shall ensure their participants are of sufficient authority and ability to make decisions and achieve resolution.

A partnership meeting can exercise no authority, power, or discretion, and no business can be transacted, unless the quorum is present at the meeting. A quorum requires at least as many APEX representatives as there are employer representatives; and a minimum of four representatives of each party.

Business may be undertaken outside of formal meetings and without the need to meet the quorum requirements, however, such business and the manner in which it is to be undertaken is to be agreed at a partnership governance meeting held pursuant to the operation of the partnership governance group.

All employee members of the partnership governance group shall be granted special leave by their employer to attend the meetings of the partnership governance group, and any other related business. This special leave shall be granted in addition to any other leave entitlements.

Operation of the partnership governance group

The Chair and deputy Chair shall be determined by agreement of the group, one position filled by an employee member and one by an employer member. The Chair shall be responsible for ensuring the setting of meetings, co-ordination of agendas, and the recording of minutes in accordance with the following.

1. Meetings

1.1 Face to face meetings will be held 2 monthly (excluding the Christmas / New Year break) with dates scheduled for the year ahead. A conference call between face to face meetings shall be scheduled to ensure progress is being made.

2. Decision Making

2.1 Unless expressly provided elsewhere, every endeavour shall be made to achieve consensus in decision making except that failing consensus, decisions shall be made by majority vote. The minutes must reflect each party's reasoning and point of view.

2.2 Discussion on any proposal shall be broad and informal and constrained as to time by the guidance of the Chair rather than through procedural motions.

3. Observers and Experts

3.1 Either party may invite other people to attend to speak to specific topics/projects. Such invitees shall have no decision making power.

3.2 Observers may only be present with the agreement of the parties.

4. Minutes

4.1 Minutes shall be prepared but in note form confirming agreements, actions, those responsible (for action) and timeframes and not a verbatim record of proceedings.

4.2 Statements of individual members shall not be recorded as such without the express agreement of the individual concerned.

4.3 Minutes shall have no status until confirmed by the partnership governance group, and may be amended before confirmation.

4.4 Confirmed minutes shall be available for distribution to their respective constituencies, e.g. CEs, COOs, GMsHR, Physiology Managers, and APEX members.

5 Agendas

- 5.1 Members shall advise the Chair of items to be included on the agenda not less than four weeks before the meeting and an agenda finalized by the chair and deputy chair in time for the agenda and associated papers to be sent out to the members of the partnership governance group two weeks before the actual meeting.
- 5.2 Items raised, which are not on the agenda shall be dealt with in accordance with the wishes of a majority of the attendees; however, this should not get in the way of addressing and seeking resolution of outstanding and particularly urgent issues.

6. Mechanism for Resolving Differences

- 7.1 We accept that differences are a natural occurrence and that a constructive approach to seeking solutions will be taken at all times. The object of this clause is to encourage the partnership governance group to work cooperatively to resolve any differences and share in the responsibility for quality outcomes.
- 7.2 Assistance from an agreed third party to facilitate consensus may be sought if the partnership governance group is unable to reach consensus.
- 7.3 Nothing in this Terms of Reference shall have the effect as to restrict either party's rights at law to access the Employment Relations Authority, Employment Court or any other legal remedy.

8. Communication

- 8.1 The partnership governance group will minute agreements to draft, approve and distribute any joint communication on behalf of the partnership governance group.

Review

These Terms of Reference will be reviewed by the parties 12 months after coming into place.

Work Streams

The work streams have arisen out of the interest based bargaining between the parties held in renewal of this MECA. The work product from that process should be used to guide and inform the individual work streams which are summarised below.

Further work streams may be implemented by agreement between the parties.

1. Advanced Practice

The workstream will address the following and a written report produced for the parties' consideration no later than December 2014. The parties shall meet to discuss the report and progress matters on February 10, 2015 (unless otherwise agreed between the parties).

- a. Definition and components of Advanced Practice.
- b. Means to recognise those performing advanced practice.

2. Merit Progression

The work stream will address the and a written report produced for the parties' consideration no later than December 2014. The parties shall meet to discuss the report and progress matters on February 10, 2015 (unless otherwise agreed between the parties).

- a. Review the domains and criteria of the current merit progression criteria and advise on any amendments that may be required.
- b. Review the process by which the merit system is applied to ensure clarity, fairness, transparency and national consistency.
- c. Identify what advice or support parties may need to effectively apply merit progression process.

Any change to the current process or criteria shall not be applied retrospectively i.e. those engaged in the merit progression process prior to the implementation of any change, shall not change processes mid way.

3. Workforce

The work stream will address the following and report back no later than April 2015 (unless this date is varied by the parties at the February 10 meeting):

- a. A means by which capacity, demand and all components of workload can be assessed against appropriate staffing including skill mix.
- b. Review mechanisms to improve succession planning, career planning and mentoring.
- c. Review of mechanisms to "retain who we train" including interrogation of where "CTA" (HWNZ) funding for trainees goes and its impact (if any) on training and retaining.

4. Salary Scales and relativities

The work stream will address the following and report back no later than July 2015 (unless this date is varied by the parties at the February 10 meeting):

- a. Review and advise the parties on relativities that may impact on the salary scales and how they may impact.
- b. Review and advise the parties on changes to scales that may be indicated out of the advanced practice and workforce work streams.
- c. Undertake a cost/ benefit analysis of changes that may arise from the above and/or other considerations that arise from this work stream.

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- **Schedule 2 – Retiring Gratuities**

Auckland DHB

The general manager 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 CHEs and with one or more of the following services: Health Service (as defined in clause 10.2.1 (c)(ii)), the Public Service, the Post Office, NZ Railways or any university in New Zealand. Provided that for employees engaged after 1 June 1992 only service with The Health Service shall be recognised.

Capital & Coast DHB

Clause 28 shall only apply to those employees who have had not less than ten years' service recognised as at 10 August 1994.

Counties Manukau DHB

The provisions below will only apply to employees employed prior to 1 March 1994.

The employer may pay a retiring gratuity to staff retiring from South Auckland Health who have not less than 10 years' service with South Auckland Health as defined in clause 2. Provided that for employees engaged after 1 July 1992, the employer shall recognise service accumulated at the expiry of the Auckland Area Health Board PTR Collective Employment Contract, or the Auckland Area Health Board Clerical, Administrative and Related Employees Collective Employment Contract (both expiring 28 February 1994).

Hutt Valley DHB

Staff who, as at 30 January 1995, have qualified for a retiring gratuity according to their previous agreement of employment will have their number of days of retiring gratuity entitlement identified. The entitlement will be frozen and paid according to the provisions of the previous agreement of employment.

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

Nelson Marlborough DHB

For employees who commenced employment with the employer prior to 7th December 1992, the employer may pay a retiring gratuity to those employees retiring from the organisation, who have had no less than ten years' service with qualifying organisations (i.e. the existing qualifying service of employees employed by the employer prior to 7th December 1992 is recognised).

For employees who commenced employment with the employer on or after 7th December 1992, the employer may pay a retiring gratuity to those employees retiring from the company, who have had no less than fifteen years' service with Area Health Boards (or their successors).

The employer may pay a full gratuity as appropriate to employees, where they can produce acceptable evidence to substantiate that they are unable to continue regular employment on medical grounds or other special circumstances.

Otago DHB

The employer shall pay a retiring gratuity to employees who retire and meet the following criteria.

- Qualifying age as below
- Not less than 10 years continuous service with the employer
- The current period of employment commenced on or before 01 February 1999, and has remained continuous since

Retirement means an intention to leave the paid workforce. At the discretion of the employer, the employee may be required to provide a statutory declaration to this effect.

Qualifying Age

Employees are entitled to retire after reaching 60 years or completing 40 years of service if they were aged 55 years or more at 01 April 1992 and have been in continuous employment with the Otago DHB and its predecessors since being employed with:

- Cherry Farm Hospital prior to 02 August 1964
- Department of Health prior to 01 August 1964
- Public Service prior to 01 August 1964, then continuously with the Department of Health Maniototo, Otago or Vincent Hospital Boards prior to 01 June 1982
- Waitaki Hospital Board prior to 01 July 1988
- Waitaki Health District during the period 01 July 1988 to 01 August 1990.

Other employees are entitled to retire after reaching age 65 years.

Eligible Service

For employees who commenced their current service with the employer on or prior to 03 August 1992, eligible service shall be all service with the employer and one or more other Area Health Boards/ Hospital Boards and with one or more of the following services: the Public Service, the Post Office, New Zealand Railways or any university in New Zealand.

For employees who commenced their current employment with the employer after 03 August 1992, service shall be deemed to comprise all periods of employment with the employer.

The parties agree that, in terms of section 30A of the Human Rights Act 1993:

- The retiring gratuity is a "benefit paid to an employee"
- The employer used "age" on and prior to 01 February 1999 to determine eligibility to the retiring gratuity, and indirectly to calculate the benefit
- The retiring gratuity was a written term of the collective employment contract that applied on 01 February 1999.

Southland DHB

NOTE: The provisions of Clause 28, Retiring Gratuities, shall not apply to employees of Southland District Health Board employed after 1 August 1996.

The employer may pay a retiring gratuity to staff retiring from Southland District Health Board who have had not less than 10 years' service with the employer, and one or more other Crown Health Enterprises and with the New Zealand health service.

Waikato DHB

NOTE: Clause 28 shall not apply to employees employed after 30 June 1992.

Retiring gratuities shall only be paid to eligible staff who are retiring from the organisation (with the express intention of retirement from the paid workforce) who have had not less than 10 years' service with the employer, with that employer and one or more other District Health Board, Health and Hospital Service, Crown Health Enterprise, Hospital or Area Health Board and with one or more of the following services: the Public Service, the Post Office, New Zealand Railways or any university in New Zealand.

Where an employee believes that the approval of a retiring gratuity payment is being unreasonably withheld by their manager they may seek a review of this decision by the Chief Executive.

Schedule 3 – Travelling Clinic Expenses

Waikato DHB

Employees may claim reimbursement and their accommodation costs on an actual and reasonable basis on the presentation of receipts. In addition, employees will be paid an allowance to cover their meal costs (no receipts will be required). The rate will be \$54.63 per day. The allowance will be payable at the standard rate for each full 24 hour period spent in travelling, and at the following rates for any additional period of less than 24 hours:

\$23.11 for periods up to 10 hours;
\$54.63 for periods over 10 hours.

Employees may also claim the Incidentals Allowance (as specified below) for each full 24 hour period and for any additional part of less than 24 hours (no receipts will be required).

There are no different rates of allowance based on salary. In exceptional situations where the allowance for meals will not cover reasonable costs employees may claim an actual and reasonable refund of meal costs (on production of receipts).

Employees must claim an actual and reasonable refund of their expenses where the accommodation tariff includes all or some meal costs (receipts will be required). The allowance for meals will not be paid.

Employees who claim an actual and reasonable refund for their expenses may also claim the incidentals allowance.

Incidentals Allowance – where an employee is entitled to receive an incidentals allowance under this Agreement, an allowance at the rate of \$7.05 per day or part of a day shall be paid.

An employee who is eligible for travelling allowance (clause 17) may claim an allowance of \$30.05 per day or part thereof for meals when staying privately. Employees eligible for relieving allowance may, when staying privately, claim \$20.49 per day or part thereof for meals (no receipts will be required). Employees may also claim the Incidentals Allowance (clause 18). In addition, employees who stay privately may claim up to \$30.26 per night for accommodation (no receipts will be required).

Production of Receipts – receipts are to be produced for all payments on which a refund is claim, except for petty disbursements under \$5.00, fares on scheduled train or bus routes where the cost can be readily identified and meals taken at motels under the provisions of this clause.

Schedule 4 - Merit Progression Framework

Number of Merit Objectives Required

The choice of domains required to set merit objectives is outlined below.

A total of **four objectives** are expected to be agreed for any fulltime employee. (0.8 -1.0 FTE accepted as fulltime). However less than four objectives may be appropriate if the complexity and/or time commitment of one or more objectives is significant. For employees working part-time, the number or complexity of objectives should be adjusted to reflect the working hours of the employee.

It is acceptable that a complex objective may cover several domains. For example, leadership of a project to develop a new part of a service may include leadership, advanced training of other employees, a literature reviews, consultation with other professional groups and organisational / service development goal.

Process

1. The practitioner selects the themes within each domain and develops SMART objectives (in consultation with a suitable professional representative from that discipline).
2. The compulsory domains and the number of objectives required are outlined in the table below. Non-compulsory domain objectives are completed from any practice domain within the document relevant to the position, service requirements and development needs of the practitioner.

Reference Clause 5	Compulsory Domain	Elective Domain
Employees per clause 5.1.3	x2 Leadership, Minimum X1 Service Development	X1 from any domain
Employees per clause 5.1.2	X1 Advancing Technical Knowledge and/or Practice X1 Professional Development	X2 from any domain

3. The objectives are signed off by the appropriate manager(s)
4. The practitioner completes the work during the year, with the evidence kept in their professional portfolio.
5. 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.
6. Consultation between the practitioner and their manager(s) should be ongoing throughout the year to allow for any amendments should circumstances change or additional opportunities present themselves.
7. If all agreed activities have been completed, then the salary progression occurs.
8. Where there are disagreements during this process, local DHB dispute resolution processes will apply.

EVIDENCE

Qualities of Evidence	Examples of Types of Evidence
<p>Evidence should be able to clearly demonstrate that the objective(s) have been achieved.</p> <p>In assessing an individual's performance against set objectives the following questions should be considered:</p> <p><i>Is the evidence valid?</i> Is the evidence a fair, transparent and realistic measure of the skills or performance outcomes being assessed?</p> <p><i>Is the evidence direct?</i> Evidence needs to be as direct as practicable. Evidence should be collected from activities that are clearly linked to the expected performance outcome.</p> <p><i>Is the evidence authentic?</i> Does the evidence solely record the work of the candidate and if not can their personal contribution be clearly and readily established?</p> <p><i>Is the evidence current?</i> Evidence needs to be as current as practicable. It should be within the agreed time frame rather than relate to or include historical achievements</p> <p><i>Is the evidence sufficient?</i> It is rare for one piece of evidence to be enough. There should be sufficient evidence to establish that a person has met all the performance measures.</p> <p><i>Is the performance repeatable?</i> Where appropriate the evidence should show that the candidate can successfully achieve the same or similar objective(s) on subsequent occasions.</p>	<p>There may be many types of evidence used and the following list indicates some examples:</p> <p>Diary or log of activity, technical summaries, statistics or reports Feedback – peer, clinical supervisor, customer, participant, patient, family / whanau Self evaluation/Critical reflection Minutes of meetings, conference reports Certificates of Attainment or other training records Emails, letters, publications Teaching documents / session plans / handouts/evaluations Policies, protocols, guidelines, copies of technical documents developed in-house Project documentation and customer/service signoff on completion Key Performance Indicators relevant to individual Physical examples of successful technical modifications/designs Material evidence of the successful introduction of new technology Quantified and verified record of cost savings realised Literary search or bibliography</p>

Domains and Activities

Note that the list of activities is indicative only and the specific merit objectives will be negotiated and agreed between the employee and team leader / manager.

DOMAIN	This is a guideline only and activities are not limited to the following options
ADVANCING TECHNICAL KNOWLEDGE AND/OR PRACTICE	<ul style="list-style-type: none"> - Shares specialist knowledge or applies technical practice skills locally, inter-district or nationally - Resource person for specialty area to other professional groups / hospitals / management - Introduction and implementation of new technology and/or processes - This may include research related objectives

<p>ADVANCING CLINICAL KNOWLEDGE AND/OR PRACTICE</p>	<ul style="list-style-type: none"> - Shares specialist knowledge or applies clinical practice skills locally, inter-district or nationally - Resource person for specialty area to other professional groups / hospitals / management - Introduction and implementation of new clinical practices - This may include research related objectives
<p>LEADERSHIP</p> <p>Developing and applying leadership and management skills within the service.</p> <p>This domain is particularly relevant for staff in designated roles or beginning to undertake management support responsibilities</p>	<p>NB: If an individual is in a "designated position" the leadership merit objective(s) must involve tasks and/or challenges in excess of that normally associated with the position.</p> <ul style="list-style-type: none"> - Demonstrates leadership and/or management of staff either as individuals or within a team where this is not a core requirement of the role. This may include deputising for the service manager for a reasonable period of time. - Responsibility for a defined part of the service or for a specialist group on a permanent basis. (Give consideration to size / complexity of service and FTE) - Takes a relevant leadership role in service projects including those relating to change management - Makes significant contribution to relevant professional body and/or develops and extends internal/external networks with peers and professional colleagues including those within training institutions. - Acts as advocate for team/profession/specialist group within the work environment e.g. to senior management - Understands and integrates national or international strategies, policies, guidelines and/or legislation into professional practice
<p>PROFESSIONAL DEVELOPMENT</p> <p>Improving one's learning and professionalism while enhancing the quality of health outcomes and service delivery of the organisation and/or wider health community</p>	<p>NB: Some options not available to those who are in designated educator roles e.g. a) Person required to train staff as part of job description b) Peer group mentor c) Tutor for outside agencies within specialty (e.g. professional groups)</p> <ul style="list-style-type: none"> - Completes further relevant professional education or qualifications e.g. tertiary/postgraduate including modular course(s) - Peer group mentoring - Internal staff training - Major / active role in research paper - Publication of article in professional journal - Involved in relevant course facilitation and education inside or outside the wider health community/organisation - Advisor to other occupational groups - Conference / course organiser, presenter (poster/paper/workshop) or invited/keynote speaker - Review/critique of published article, paper, journal, book for peers/service - Presentation of research to relevant staff/group/body - Acting in 'super-user' role for clinical equipment/IT - Maintains advanced and diverse level of expertise / knowledge to support service flexibility

<p>SERVICE DEVELOPMENT</p> <p>Leading, initiating or supporting service development or quality/risk management initiatives</p>	<ul style="list-style-type: none"> - Taking a significant role in determining service strategic plan and subsequent successful implementation - Taking a primary role in setting up a new service - Identifying gaps in current operations and developing and implementing appropriate action plan - Developing, updating or implementing relevant policies, procedures and standards of practice or guidelines in line with accreditation requirements - Responsibility for the determination and regular review of relevant budgets and/or expenditure (if not part of one's normal duties) - Management of service assets/clinical equipment (if not part of one's normal duties) - Providing coaching, mentoring, supervision and development of other staff - Full participation as staff representative on a service-wide committee e.g. H&S or Quality of Service - Taking an active role in ethical and professional issues relevant to service
<p>MAORI RESPONSIVENESS</p> <p>Tuakiri – recognises the importance of a person's unique identity</p> <p>Ngakau Maori – recognises and understands the strategic direction of Maori concepts or ideas</p>	<ul style="list-style-type: none"> - Demonstration of implementation of the principles of the Treaty of Waitangi within an organisation, service or occupational group - Develops and delivers education based upon Maori framework to enhance professional / clinical practice - Actively leads programme to improve Maori cultural awareness within the service - Actively leads strategic planning and direction of services that improve Maori health outcomes - Monitors and evaluates effectiveness of programme
<p>CULTURAL COMPETENCY</p> <p>Recognising the multi- cultural nature of the health population</p>	<ul style="list-style-type: none"> - Actively leads programme to improve multi-cultural awareness within the service - Actively leads strategic planning and direction of services that improve multi-cultural health outcomes - Monitors and evaluates effectiveness of programme

Schedule 5 – Subsequent Employer Parties

Name of Employer Party

Dated Added

Schedule 6 – Individual DHB /Employee Group Variation in terms

Renal (Dialysis) Physiologists/Technicians - ADHB, CMDHB, WDHB

1. Overtime:
 - A. The following overtime payments shall apply where employees work a 10 hour shift roster pattern:
 - i. Ten hour shifts: T1.5 after 10 hours for the 11th hour, then T2 for all hours worked thereafter;
2. Penal Rates:
 - A. Saturday morning – applies to ordinary time (other than overtime) worked after midnight Friday/Saturday until midday Saturday. In addition to the ordinary hourly rate of pay, the employee shall be paid at time one half (T0.5) for the first three hours, and then time one (T1.0).
 - B. Saturday afternoon- applies ordinary time (other than overtime) worked after midday Saturday and until midnight Sunday/Monday. These hours shall be paid at time one (T1.0), in addition to the ordinary hourly rate of pay.
3. Higher duties allowance:
 - A. A higher duties allowance shall be paid to an employee who, at the request of the employer is substantially performing the duties and carrying the responsibilities of a position or grade higher than the employees own.
 - B. The higher duties allowance shall be \$3.00 per hour provided a minimum of 8 consecutive hours of qualifying service is worked per day or shift. Where an employee's performs the duties of the higher position for more than 5 consecutive days, the allowance payable shall be the difference between the current salary of the employee acting in the higher position, and the minimum salary the employee would receive if appointed to that position.

Renal Physiologists/Technicians Other DHBs

1. Overtime:
 - B. The following overtime payments shall apply where Employees work a 10 shift roster pattern:
 - ii. Ten hour shifts: T1.5 after 10 hours for the 11th hour, then T2 for all hours worked thereafter;
2. Higher duties allowance:
 - C. A higher duties allowance shall be paid to an employee who, at the request of the employer is substantially performing the duties and carrying the responsibilities of a position or grade higher than the employees own.
 - D. The higher duties allowance shall be \$3.00 per hour provided a minimum of 8 consecutive hours of qualifying service is worked per day or shift. Where an employee's performs the duties of the higher position for more than 5 consecutive days, the allowance payable shall be the difference between the current salary of the employee acting in the higher position, and the minimum salary the employee would receive if appointed to that position.

Schedule 7 – Bay of Plenty and Taranaki DHBs – transition to salary scales

NB: As step numbering below may differ from current arrangements; the translation to the Clinical Physiology salary scales will be determined on the employee’s substantive salary rate, not their step in their current scale.

Clinical Physiologists – Cardiac, Respiratory & Sleep (formerly known as Cardiac/Pulmonary/Respiratory Technologists and Sleep Technologists/Scientists) -

Steps	Current	4 August 2014	8 February 2016
16	\$91,949	\$92,868	\$93,803
15	\$88,737	\$89,624	\$90,527
14	\$85,524	\$86,379	\$87,249
13	\$82,312	\$83,135	\$83,972
12	\$79,098	\$79,889	\$80,695
11	\$75,887	\$76,646	\$77,417
10	\$72,673	\$73,400	\$74,139
9	\$69,460	\$70,155	\$70,861
8	\$66,247	\$66,909	\$67,584
7	\$62,711	\$63,338	\$63,975
6	\$60,281	\$60,884	\$61,498
5	\$57,383	\$57,957	\$58,540
4	\$54,744	\$55,291	\$55,849
3	\$52,654	\$53,181	\$53,717
2	\$49,023	\$49,513	\$50,011
1	\$47,207	\$47,679	\$48,160

Renal/Dialysis Physiologists (aka Renal/Dialysis Technicians)

As per clause 5.2

Clinical Physiology Technicians (formerly known as Cardiac Respiratory Technicians)

Charge Clinical Physiology Technicians

Steps	Current	4 August 2014	Steps	8 February 2016
5	\$54,744	\$55,291	3	\$55,848
4	\$52,654	\$53,181	2	\$53,717
3	\$49,023	\$49,513	1	\$50,012
2	\$47,207	\$47,679		
1	\$43,578	\$44,014		

Clinical Physiology Technicians

Steps	Current	4 August 2014	8 February 2016
5	\$47,827	\$49,513	\$50,012
4	\$47,207	\$47,679	\$48,160
3	\$43,578	\$44,014	\$44,457
2	\$40,670	\$41,077	\$41,490
1	\$37,766	\$38,144	\$38,528

Electrocardiograph (ECG) Technicians

Designated Positions

Steps	Current	4 August 2014	8 February 2016
3	\$49,023	\$49,513	\$50,012
2	\$47,207	\$47,679	\$48,160
1	\$43,578	\$44,014	\$44,457

ECG Technicians

Steps	Current	4 August 2014	8 February 2016
4	\$43,578	\$44,014	\$44,457
3	\$40,670	\$41,077	\$41,490
2	\$37,766	\$38,144	\$38,528
1	\$34,859	\$35,208	\$35,563