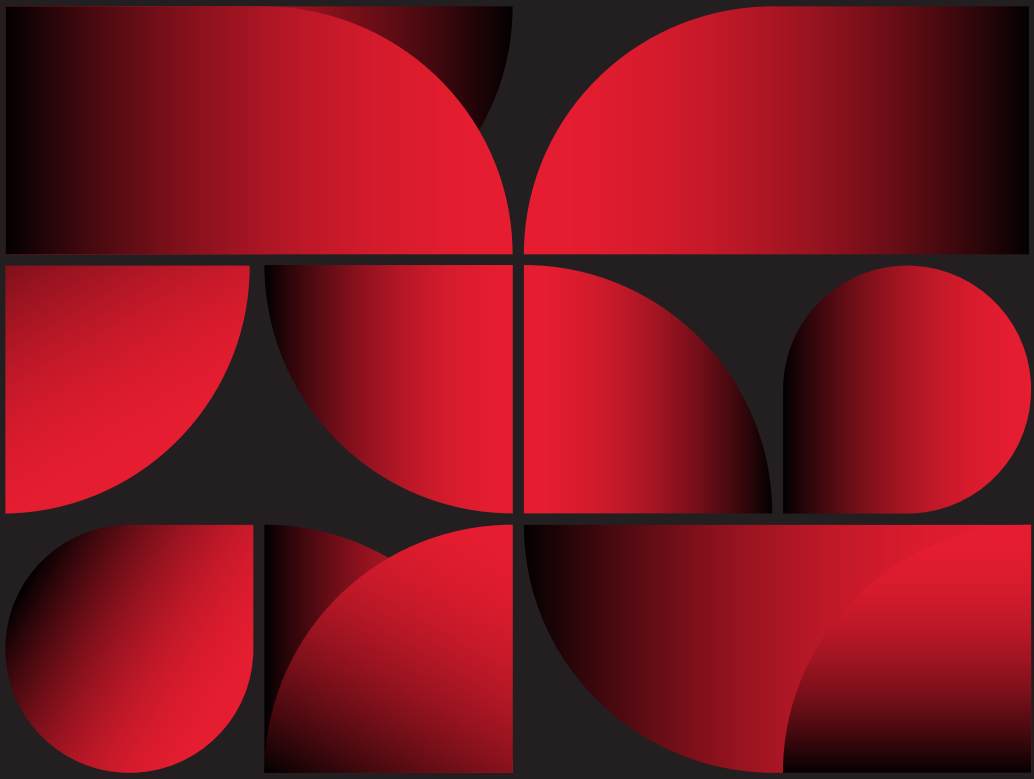
Te Whatu Ora

PHYSIOTHERAPISTS

Collective Agreement



1.11.25 - 31.10.27

APEX
Allied, Scientific and Technical

PHYSIOTHERAPISTS

Collective Agreement

between

Te Whatu Ora

and

APEX

Allied, Scientific and Technical

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1 THE PARTIES TO THIS COLLECTIVE AGREEMENT SHALL BE:

Health New Zealand | Te Whatu Ora (herein referred to as the employer)

And

The Association of Professionals and Executive Employees (the "Union" or APEX).

1.1 NEW EMPLOYEES

The parties agree that any employee, subject to the provisions of the Employment Relations Act 2000 and its amendments, 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. 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 sub clause shall be deemed covered by this agreement.

1.2 EXISTING EMPLOYEES

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

1.3 COVERAGE

All employees employed at Bay of Plenty District, Waikato District and Te Tai Tokerau (Northland) as a registered physiotherapist or physiotherapy assistant, and any employee substantially employed as a physiotherapist or physiotherapy assistant but who may from time to time use different titles, including Clinical/Team Leaders. Professional Advisors are excluded from this document.

Interpretational note: Allied Health Assistants who are primarily deployed in Physiotherapy services are covered under this agreement.

1.4 ADDITIONAL DISTRICTS

Additional Districts may be added to the coverage of this Collective Agreement by agreement between the parties.

Additional Districts are recorded in Schedule Two.

2 INTERPRETATIONS

In this Agreement, unless the context otherwise requires:

"Casual employee" means an employee who has no set hours or days of work and who is normally asked to work as and when required with no expectation of ongoing employment. Casual employees cannot be used to replace genuine permanent or temporary situations except

to meet business requirements when no other alternative is available. There is no obligation on a casual employee to accept shifts, or on the employer to offer shifts to a casual employee.

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

"Emergency circumstance" means a natural disaster or civil emergency.

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

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

"Physiotherapist" means an employee who is registered as physiotherapist by the Physiotherapy Board of New Zealand under the Health Practitioners Competency Act and subsequent amendments.

"**Physiotherapy Assistant**" means a person who is employed under the direction and supervision of a registered Physiotherapist to assist in a department and/or service, and who from time to time may be required to assist in Occupational Therapy.

"**Physiotherapy Specialist**" means a physiotherapist who has achieved registration as physiotherapist under specialist scope of practice by the Physiotherapy Board of New Zealand under the Health Practitioners Competency Act and subsequent amendments.

*"**Advanced Practice Physiotherapist**" means a physiotherapist who has achieved registration as a physiotherapist under advanced scope of practice by the Physiotherapy Board of New Zealand under the Health Practitioners Competency Act and subsequent amendments.*

***Note:** This definition refers to the Physiotherapy Board of New Zealand scope of practice.*

"Service" means:

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

The aggregate of:

a. Any individual employee's service previously recognised at the commencement date of this Agreement.

b. For a New Zealand trained Physiotherapist, all service as a Physiotherapist.

c. An overseas qualified physiotherapist who meets the requirements of the registration board at the time of entry into New Zealand shall have all service credited from the date of obtaining the overseas qualification.

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

d. For a Physiotherapy Assistant, all service as a Physiotherapy Assistant with the employer or its predecessors.Other experience as a physiotherapy assistant may be recognised at the employer's discretion.

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

"Team Leader" means a physiotherapist who is appointed a team leader with a combination of leadership and physiotherapy clinical practice accountabilities.

3 HOURS OF WORK

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 than8 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 workedat 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 becontinuous 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 all affected employees.

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

3.4 In normal circumstances, rosters will be notified to those involved not less than 28 days prior to the commencement of the roster. Should shift work be introduced, the notice period for rosters will be negotiated at that time but will not be less than 28 days.

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 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 $1.30 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.

5 SALARIES AND WAGES

5.1 PHYSIOTHERAPIST

a. **Designated Positions**

Designated Scales				
	Step	2-Sep-24	3-Nov-25	7-Sep-26
Designated F	4	$151,410	$154,438	$158,299
	3	$147,290	$150,236	$153,992
	2	$143,170	$146,033	$149,684
	1	$139,050	$141,831	$145,377
Designated E	3	$139,050	$141,831	$145,377
	2	$135,960	$138,679	$142,146
	1	$132,870	$135,527	$138,916
Designated D	3	$132,870	$135,527	$138,916
	2	$130,295	$132,901	$136,223
	1	$127,720	$130,274	$133,531
Designated C	3	$127,720	$130,274	$133,531
	2	$125,145	$127,648	$130,839
	1	$122,570	$125,021	$128,147
Designated B	3	$122,570	$125,021	$128,147
	2	$119,995	$122,395	$125,455
	1	$117,420	$119,768	$122,763
Designated A	3	$117,420	$119,768	$122,763
	2	$114,330	$116,617	$119,532
	1	$111,240	$113,465	$116,301

b. **Core Scale**

Core Salary Scale			
Step	**2-Sep-24**	**3-Nov-25**	**7-Sep-26**
Recognition Step 10	$116,390	$118,718	$121,686
Recognition Step 9	$113,300	$115,566	$118,455
Additional Progression Step 8	$110,210	$112,414	$115,225
Step 7	$107,579	$109,731	$112,496
Step 6	$104,794	$106,890	$109,562
Step 5	$100,163	$102,166	$104,720
Step 4	$94,394	$96,282	$98,689
Step 3	$88,627	$90,400	$92,660
Step 2	$82,856	$84,513	$86,626
Step 1	$77,087	$78,629	$80,594

5.1.1 **PROGRESSION – Core Scale**

a. For steps 1 – 7 inclusive, progression will occur by annual increment at anniversary date.

5.1.2 **PROGRESSION – Additional Progression Step**

a. Unless otherwise provided in Schedule 1, progression from Step 7 to the Additional Progression Step 8 is dependent on the achievement of agreed objectives, which are set prospectively when the employee reaches Step 7. These objectives should align with the qualities of an experienced practitioner, with the appropriate level of the Guidelines of Expectation of Professional Practice (GEPP) document which provides guidance on these and reflects the expected professional/technical skills and personal attributes. A copy of the GEPP is available here.

b. The parties acknowledge that it is the individual employee's decision and responsibility to initiate the processes associated with the additional progression step. To commence the process the employee will write to the team leader/ manager requesting a meeting to set objectives.

c. The discussion and setting of objectives for additional progression would normally occur in conjunction with the employee's annual performance review.

d. In the event that the manager and the employee cannot agree on the objectives the employee may consult with the relevant union. 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.

e. The assessment against these objectives shall commence 12 months after the objectives have been set. Any movement arising from this assessment shall be effective from 12 months after the date the employee wrote to their team leader/manager under clause 4 above, provided that:

i. Progression shall not occur earlier than the anniversary date of the employee's movement to the top automatic step.

ii. 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.

iii. Progression to the additional progression step is not available to employees who are below Step 7.

Progression to the additional progression step is not available to employees who are below Step 7.

5.1.3 **PROGRESSION – Recognition Steps**

a. The two recognition progression steps (steps 9 and 10) provide those practitioners in a non-designated role with a pathway for career progression and salary review appropriate to their individual, profession and service requirements.

b. The process for access to and progression through the Recognition Steps is set out in Schedule 3 to this Agreement.

5.1.4 **PROGRESSION – Designated Positions**

a. Progression through the steps included within each grade will be on an annual basis, on the employee's anniversary date, subject to satisfactory performance which will be assumed to be the case unless the employee is advised otherwise. Progression does not occur beyond the top step of each grade.

b. Movement between designated salary scale grades shall only be on the basis of appointment to a higher graded position.

5.2 PHYSIOTHERAPY ASSISTANT

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

Physiotherapy Assistant Scale (NDT - Group B)			
Steps	**2-Sept-24**	**3-Nov-25**	**7-Sep-26**
Step 7	$86,719	$88,453	$90,665
Step 6	$82,785	$84,441	$86,552
Step 5	$79,039	$80,620	$82,635
Step 4	$75,471	$76,980	$78,905
Step 3	$72,074	$73,515	$75,353

5.2.1 **PROGRESSION**

For steps 3 – 7 inclusive, progression will occur by annual increment at anniversary date.

5.3 PLACEMENT OF NEW EMPLOYEES ON SALARY SCALES

a. When determining the appropriate placement of new employees on the automatic steps of any scale the employer will take into account the employee's years of experience in the occupation.

b. The employer may place a new employee on a higher step than determined by their previous experience in the occupation where they consider justified by the degree of difficulty in recruiting for specific skills and/or experience required for the position.

c. Placement of new employees will take into account the placement of current employees employed in the same role.

5.4 PART-TIME EMPLOYEE RATES

A part-time employee shall be paid pro rata the appropriate fulltime salary.

5.5 SALARY INCREMENTS WHILE ON STUDY LEAVE

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

5.6 MISCELLANEOUS CONDITIONS RELATING TO SALARIES

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

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

5.7 ANNUAL REVIEW PROVISIONS

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

5.8 APPOINTMENT TO A NEW ROLE

An employee's salary will be reviewed where they are changing role within the District but not moving into a Designated position.

6 OVERTIME, PENAL RATES AND DUTY ALLOWANCES

6.1 Definitions

a. 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.

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

6.2 OVERTIME

6.2.1 Advanced Clinician/ Advanced Practitioner/ Designated Positions

Eligibility restricted for Advanced Clinician/ Advanced Practitioner/ Designated Positions.
This clause 6.2 shall apply to all employees except that for Advanced Clinician / Advanced Practitioner/ Designated Positions, overtime and penal rates will only apply as outlined in 6.2. (a) and (b) below:

a. Penal - Payment of weekend and night 'penal' rates shall be payable where Advanced Clinician/ Advanced Practitioner/ Designated Positions are required to work shifts and rosters or have approval to work weekends or nights on a regular basis in order to fulfil the requirements of the job description.

b. Overtime shall be payable to Advanced Clinician / Advanced Practitioner / Designated Positionsonly in the following circumstances:

   i. Where the appropriate manager is satisfied that the additional time worked is necessary because of an emergency or other special circumstance; and
   ii. Where the salary does not already incorporate a payment for overtime/penal time hours.

Equivalent time off for work performed outside normal hours may be granted in lieu of overtime by agreement between the employee and the manager concerned.

6.2.2 All other employees

a. Ordinary hourly rate of pay – The ordinary hourly rate shall be one, two thousand and eighty-sixth part (1/2086), correct to three decimal places of a dollar of the yearly rate of salary payable for a full-time, forty-hour week.

b. Overtime is time worked in excess of:

   i. eight hours per day or the rostered duty whichever is greater or
   ii. 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 and the overtime provisions in Clause 6.2.2 g) shall apply.

c. 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 ordinary hourly rateof pay (T1.5) for the first three hours and at double the ordinary hourly rate of pay (T2) thereafter.

d. 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 atdouble the ordinary hourly rate of rate (T2).

e. In lieu of payment for overtime, the employer and employee may jointly agree for the employee to take equivalent (i.e. one hour overtime worked for one-hour ordinary time off) paid time off work at a mutually convenient time.

f. No employee shall be required to work for more than 12 consecutive hours where their normal shift is of 8- or 10-hours' duration.

g. The following overtime payments shall apply where employees work a 10- or 12-hour shift roster pattern:

i. Ten-hour shifts: T1.5 after 10 hours for the 11th hour, then T2 for all hours worked thereafter.
ii. Twelve-hour shifts: T2 for all hours worked in excess of a rostered 12-hour shift.
iii. For those fulltime employees working 12-hour shifts, overtime shall apply after 120 hours averaged over 3 weeks at the rate specified in clause 6.2.2 c);
iv. For all other employees working alternative hours of work, overtime shall apply after 80 hours per two-week period (clause 6.2.2 c) shall apply).

6.2.3 **Meal Allowance**

An employee who works a qualifying shift of eight hours or the rostered shift, whichever is the greater, and who is required to work more than one hour beyond the end of the shift (excluding any break for a meal) shall, be paid a meal allowance of $7.95, or, at the option of the employer, be provided with a meal.

NB different arrangements apply at Waikato District as set out in Schedule 1 and Northland District in Schedule 2.

6.3 PENAL RATES

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

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

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

c. **Night rate** – applies to ordinary hours of duty (other than overtime) that fall between 2000 hrs 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 (as defined in clause 1.6).

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 BREAK BETWEEN SPELLS OF DUTY

6.5.1 A break of at least nine continuous hours must be provided wherever possible between any two periods of duty of a full shift or more, except that if 10-hour duties have been rostered, then a break of twelve (12) consecutive hours must be provided.

6.5.2 Periods of a full shift or more include:

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

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

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

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

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

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

If, despite this break, the physiotherapist considers they are still too fatigued to return to work and work safely then they shall raise this with their immediate manager and arrangements may be agreed to address and mitigate the personal and professional risks associated with this situation. These arrangements may include not being required to work the balance of their rostered shift without deduction or loss of pay.

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

7 ON CALL / ON CALL ALLOWANCE

7.1 ON CALL ALLOWANCE

In the interests of healthy rostering practices, the parties agree that the allocation of on-call time should be spread as evenly as practicable amongst those required to participate in an on-call roster.

7.1.1 An employee who is instructed to be on call during normal off duty hours, shall be paid an on-call allowance of $8.00 per hour except on Public Holidays when the rate shall be $10.00 per hour.

7.1.2 The on-call allowance is payable for all hours the employee is rostered on call including time covering an actual call out.

7.1.3 Unless by mutual agreement or in emergencies, no employee shall be required to remain on call for more than 40% of the employee's off-duty time in any three-weekly period.

7.1.4 In services where the employer's operational requirements and staffing levels permit, employees working seven-day rosters should not be rostered on call on their rostered days off.

7.1.5 An employee who is required to be on call and report on duty shall have access to anappropriate locater or a cell phone.

7.1.6 **Telephone On Call arrangements**

Where an employee rostered on call receives a call and is able to resolve the issue or provide the necessary assistance remotely without the need to return to the workplace then the employee will be paid:

a. a flat rate $15.00 for calls of up to 15 minutes inclusive, or

b. their relevant overtime rate under clause 6.2 for the duration of the call where this is greater than 15 minutes.

Where more than one call is received and resolved within the same 15-minute period, the payment in 7.1.6 a) shall only be made once or, where the combined time extends beyond 15 minutes, paid under 7.1.6 (b) as one call.

Where the employee is unable to resolve the issue or provide the necessary assistance or and is called back to the workplace in relation to the same issue, they shall be paid in accordance with clause 8 and will not receive the payment under this clause as well.

The requirements of clause 6.5 (minimum breaks) shall not apply where an employee provides assistance or resolves an issue remotely

8 CALL-BACK

8.1 Call-back occurs when the employee:

i. is called back to work after completing the day's work or duty, and having left the place of employment; or

ii. is called back before the normal time of starting work and does not continue working until such normal starting time.

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

8.3 Transport: Where an employee who is called back to work outside the employee's normal hours of duty in respect of work which could not be foreseen or prearranged, the employer shall either:

a. provide the employee with transport from the employee's place of residence to the institution where the employee is employed and to the place of residence from the institution; or

b. reimburse the employee the actual and reasonable travelling expenses incurred in travelling from the employee's place of residence to the institution or from the institution to the employee's place of residence, or both travelling to and from the institution.

8.4 Where an employee is "on call" the allowance set out in clause 7.1.2 will be paid except for part time employees of Bay of Plenty providing Acute Cover where the provision in Schedule 1 will apply.

9 HIGHER DUTIES ALLOWANCE

9.1 Where a physiotherapist is temporarily appointed or seconded to a higher graded position for a period of 5 or more consecutive working days the employee will receive a higher duties allowance for the whole period of that appointment.

9.2 Except where provided under clause 9.3, the higher duties allowance payable shall be $3.00 per hour provided:

i. A minimum of 8 consecutive hours of qualifying service is worked per day of shift or;

ii. Where the employee who holds the substantive role works less than an 8-hour shift, the allowance will be payable for that number of hours.

9.3 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.

10 PUBLIC HOLIDAYS

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

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

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

10.3 Working on a Public Holiday

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

a. Will be paid at double their ordinary hourly rate of pay (T2) for each hour worked; and

b. Will be granted an Alternative Holiday

10.4 On-call on a Public Holiday

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

a. Be paid for the hours rostered on call at the appropriate Public Holiday on call rate (per clause 7.1.1)

b. Be paid for call outs, in accordance with clause 8.2

c. Be granted an Alternative Holiday.

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

a. Be paid for the hours rostered on call at the appropriate Public Holiday rate (per clause 7.1.1)

b. Be granted an Alternative Holiday.

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

a. If the employer decides not to operate the ordinary roster; and

b. Instead operates an on-call roster; and

c. the Employee participates in that on-call roster

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

10.5 Shifts or on-call straddling a Public Holiday

Those employees who are required to work a night shift or period of rostered on call which straddles a Public Holiday shall be paid as per clause 10.3 or 10.4 (as applicable) for those hours which occur on the Public Holiday and the applicable rates for the remainder of the shift. Only one alternative holiday shall apply in respect of each Public Holiday or part thereof worked.

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

10.6.1 Employees who are required to work on a Public Holiday on the weekend day(s) on which it falls and are paid under clause 10.3 for doing so, and who are also required to work on the weekday to which observance of the public holiday would otherwise be transferred (had the Public Holiday not been observed for them on the weekend day), will be paid at weekend rates as per clause 6.3 for time worked on the corresponding week day. For the avoidance of doubt, only one alternative holiday will be granted in this case.

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

10.7 **Otherwise Working Day**

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

10.8 **Alternative Holidays**

10.8.1 Notwithstanding anything in clause 10, no employee will receive more than one Alternative Holiday in respect of any Public Holiday.

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

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

10.9.1 **Fulltime employees:**
Where the day that is a Public Holiday for them is a rostered day off, then subject to 10.8, the employee will be granted one alternative holiday in respect of the public holiday but will not receive any payment for the Public Holiday.

10.9.2 **Fixed hours part-time employees**:
Where a part-time employee's days of work are fixed, Public Holiday entitlements will only arise if the day on which the Public Holiday is observed would be an Otherwise Working Day for that employee.

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

10.10 PUBLIC HOLIDAYS FALLING DURING LEAVE

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

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

10.10.3 **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 ANNUAL LEAVE

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

i. 20 days annual leave
ii. 25 days after 5 years recognised service (i.e. at the commencement of 6th year)

11.1.1 Part-time employees shall be entitled to annual leave on a pro-rata basis.

11.2 CONDITIONS

The employer may decide, after consultation with the employee, when annual leave will be taken. Approval of annual leave will not be unreasonably withheld. The responsibility to arrange cover for employees' annual leave lies with the employer.

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

11.2.2 For the purpose of this clause, service is as defined in Clause 2.

11.2.3 The employer may permit an employee to take annual leave in one or more periods. The aim is that an employee shall take 2 consecutive weeks annual leave in an annual cycle

11.2.4 The employer may permit all or part of the annual leave accruing in respect of a leave year to be postponed to the next following year, but the annual leave entitlement at any one timeshall not exceed the total of annual leave accruing in respect of two leave years.

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

11.3 ANTICIPATION OF ANNUAL LEAVE FOR OVERSEAS TRIP

An employee with over 20 years' current continuous service may anticipate up to one year'sannual leave entitlement for the purpose of taking a trip overseas. If the employee leaves the employ of the employer before the period of anticipated annual leave has been accrued, the outstanding balance of the anticipated leave shall be repaid by the employee.

11.4 PAYMENT IN LIEU OF ANNUAL LEAVE FOR CASUAL EMPLOYEES

Casual employees, in accordance with section 28 of the Holidays Act, shall either:

a. be paid 8% gross taxable earnings in lieu of annual leave, to be added to each fortnightly or weekly wage payment (no annual taxable earnings calculation is therefore necessary); OR

b. annual leave will accrue pro rata according to hours worked in accordance with Clause 11.

11.5 LEAVE WITHOUT PAY IN RELATION TO ANNUAL LEAVE ENTITLEMENT

An employee who is granted leave without pay and who remains in the service of the employer, will, except where provision is made otherwise, have such leave counted as service for annual leave purposes.

Full-time or part-time employees may apply for leave without pay, providing that such leave is mutually agreed between the employer and the employee and is in accordance with the employer's policy on leave without pay.

11.6 EXTRA LEAVE FOR SHIFT EMPLOYEES

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

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

The shift work performed each day:

a. Extends over at least 13 continuous hours; and

b. Is performed by two or more employees working rostered shifts; and

c. The shift involves at least two hours of work performed outside thehours of 0800 hours to 1700 hours.

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

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

11.7 Employees who do not work shift work as defined in clause 11.6 and who are required to participate on on-call rosters, shall be granted 2 hours leave for each weekend day or part there-of where the on-call period is 8 or more hours, they are required to be on-call during normal off duty hours, up to a maximum of 3 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 11.6 are not entitled to leave under this subclause.

11.8 **DUTY LEAVE - NORTHLAND DISTRICT ONLY**

Employees who work overtime as defined in Clause 6 on any Saturday and/or Sunday shall be entitled to 2 hours duty leave for each Saturday and for each Sunday worked. Duty leave, so earned shall be taken within four weeks of being accrued.

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

12 SICK 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.

12.1 In accordance with the Holidays Act 2003 (as amended) on appointment to the employer, an 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 employee shall be paid for minimum statutory sick leave entitlement as prescribed in the Holidays Act 2003. Additional contractual or discretionary sick leave that is taken or approved 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 **Additional Discretionary Leave**

12.2.1 In the event an employee has no entitlement left, are entitled to apply for up to ten 10 days' discretionary leave per annum. The employer recognises that discretionary sick and domestic leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted. The first five (5) days of discretionary leave shall be approved on the same basis as leave under clause 12.1.

12.2.2 In considering the grant of the second five (5) days of leave under this clause the employer shall take into account the following:

- The employee's length of service
- The employee's attendance record
- The consequences of not providing the leave
- Any unusual and/or extenuating circumstances

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

12.3 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.

12.4 Where an employee is suffering from a minor illness which could have a detrimental effect on the patients or other staff in the employer's care, the employer may, at its discretion, either:

12.4.1 place the employee on suitable alternative duties, including working from home (where appropriate); or

12.4.2 direct the employee to take leave on full pay. Such leave shall not be a charge against the employees sick and domestic leave entitlement.

12.5 The employee can accumulate their entitlement up to a maximum of 260 days.

12.6 The provisions of this clause are inclusive of the provisions of the Holidays Act 2003.

12.7 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.

12.7.1 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.

12.7.2 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.

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

12.8 Sickness during paid leave: When sickness occurs during paid leave, such as annual or long service leave, the leave may be debited against the sick leave entitlement, (except where the sickness occurs during leave following the relinquishment of office) provided that:

12.8.1 the period of sick leave is more than three days, and a medical certificate is produced.

12.8.2 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 12.8 and 12.8.1 above apply

12.8.3 annual leave or long service leave may not be split to allow periods of illness of three days or less to be taken.

12.9 During periods of leave without pay, sick leave entitlements will not continue to accrue.

12.10 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 District'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.

12.11 The parties agree that sick leave may be appropriate to attend scheduled medical appointments related to an illness or injury the employee or their dependent is suffering, provided that reasonable efforts are made by the employee to schedule such appointments outside of work time or at a time that will ensure minimal disruption to the service. An absence of less than two hours will not be debited against sick leave.

12.12 **ACC and Sick Leave**

12.12.1 **Work-related Accidents**
Where an employee is incapacitated as a result of a work accident, and that employee is on earnings related compensation, then the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This payment shall be taken as a charge against Sick Leave up to the extent of the employee's paid sick leave entitlement. The employer may agree to reimburse employees for treatment and other expenses or for financial disadvantage incurred as a result of a work-related accident. This agreement will be on a case-by-case basis.

12.12.2 **Work related assaults**
Where an employee is incapacitated as a result of a workplace assault, and that employee is on earnings related compensation, then the employer will top up the ACC payments to 100% of normal/ordinary rate of pay during the period of incapacitation. This shall not be debited against the employee's sick leave. The employer will reimburse the employee for any costs incurred that are part charges for ACC agreed treatment and other associated ACC expenses.

12.12.3 **Non-Work related Accidents**
Where the employee requests, the employer shall supplement the employee's compensation by 20% of base salary and this shall be debited against the employee's sick leave up to the extent of the employee's paid sick leave entitlement.

13 BEREAVEMENT / TANGIHANGA LEAVE

13.1 The employer shall approve special bereavement leave, which encompasses the provisionsof the Holidays Act 2003, on pay for an employee to discharge any obligation and/or to payrespects to a deceased person with whom the employee has had a close association. Suchobligations 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 lengthof 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. The employer must take into account the following points:

i. The closeness of the association between the employee and the deceased.(Note – This association need not be a blood relationship).

ii. Whether the employee has to take significant responsibility for any or all of thearrangements to do with the ceremonies resulting from the death.

iii. The amount of time needed to discharge properly any responsibilities or obligations.

iv. Reasonable travelling time should be allowed, but for cases involving overseas travel, that may not be the full period of travel.

13.4 A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any arrangements necessary. In most cases approval will be given immediately but may be given retrospectively where necessary.

13.5 If paid special leave is not appropriate then annual leave or leave without pay should be granted, as a last resort.

14 LONG SERVICE LEAVE

14.1 An employee shall be entitled to long service leave of one week upon completion of a continuous five-year period. Such entitlement may be accrued. However, any service period for which a period of long service leave has already been taken or paid out shall not count towards 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 inperiods of not less than a week.

14.3 For the purposes of recognised service shall be:

i. For BOP District employees commencing employment after 1 September 2007, only service at Bay of Plenty DHB shall be recognised

ii. For Waikato District employees commencing employment after 1 July 2005, only service at Waikato DHB shall be recognised

iii. Effective 1 July 2022 service from that date with another District will be recognised and count towards long service leave entitlements.

For employees who commenced employment at the above DHBs prior to these dates, all service with Bay of Plenty DHB or Waikato DHB and all service that was previously recognised for long service leave shall be considered in regard to calculating their entitlement.

14.4 Leave without pay in excess of three months taken on any one occasion will not be included in the 5-year qualifying period, with the exception of Parental Leave.

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

14.6 In the event of the death of an employee who was eligible for long service leave but has not taken the leave, any monies due will be paid to the deceased's estate.

15 PARENTAL LEAVE

15.1 **STATEMENT OF PRINCIPLE**
The parties acknowledge the following provisions are to protect the rights of employeesduring pregnancy and on their return to employment following parental leave.

15.2 Parental Leave is Leave Without Pay
(See Clause 15.12 Parental Leave Payment (employer contribution)).(See Clause 16.0 Reappointment After Absence Due to Childcare).

15.3 **ENTITLEMENT AND ELIGIBILITY**

15.3.1 **Eligibility**

Provided that the employee assumes or intends to assume the care of the child born to oradopted 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 six 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.

15.3.2 **Entitlement**

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

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

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

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

15.4 In cases of adoption of children of less than six years of age, parental leave shall be granted in terms of 15.3.2 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.

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

15.6 An employee absent on parental leave is required to give at least one month's notice to theemployer 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.

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

15.8 **JOB PROTECTION**

15.8.1 Subject to 15.9 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.

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

15.9 **OPTIONS**

15.9.1 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 permanentbasis.

15.9.2 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 definedin 15.8 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 15.9.2a) above for up to12 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 15.9.2a) 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 15.9.2b), 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 15.9.2a) above expires, and no similar position is available for the employee, the employee shall be declared surplus under Clause 24 of this Agreement.

15.10 If the employee declines the offer of appointment to the same or similar position in terms of sub-clause 15.8.1 above, parental leave shall cease.

15.11 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.

15.12 **PARENTAL LEAVE PAYMENT (employer contribution)**

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

The payment shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata for part time employees) applicable to the employee forthe six weeks immediately prior to commencement of parental leave and shall be less any parental leave payment received by or payable to the employee from public money under the Act.

The payment shall only be made to eligible employees as specified by s.71CA Parental Leave and Employment Protection Act 1987.

15.13 An employee returning from parental leave may request the employer to vary the proportionof 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.

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, theemployer must inform the temporary appointee that their employment will terminate on the return of the employee from parental leave.

16 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.

16.3 Applicants for preferential re-entry rights do not have a right of review against their non-appointment.

17 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 for the Crown shall be granted 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 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 Leave on pay is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the Court does not require the employee, the employee is to report to work where this is reasonable and practical.

18 UNION MATTERS

18.1 Union Matters:

The employer recognises the right of an employee to join APEX and APEX's representation of these employees in relation to any matter involving their interests as employees. This will include the right of an employee to be represented/supported by APEX, consulting APEX where appropriate, recognising the role of delegates and enabling them to fulfil their responsibilities as delegates and facilitating the right of APEX to access the worksite and meet with APEX members in accordance with the Employment Relations Act and subsequent amendments.

18.2 Union Delegates:

a. Where delegates must attend to union business during their ordinary working hours (including, but not limited to, attending union meetings, disciplinary hearings, mediation, or collective bargaining), this time shall count as paid work. When needing to attend to union business, the delegate will take steps to not unreasonably disrupt the employer's business and the performance of their employment duties. Notice will be given to the employer and relevant time requirements will be defined as much as possible.

b. A delegate is an employee who is covered by this CA and elected to represent APEX in the workplace. The managers will be advised of the delegates' names. Delegates are a recognised channel of communication between APEX and Health NZ in the workplace. To enable delegates to effectively carry out their role, sufficient time should be made available during working hours, subject to the employer's service requirements. Prior approval for union-related activity will be obtained from the manager, and delegates will ensure adequate notice is provided; approval should not be unreasonably withheld.

19 EMPLOYEE RELEASE/LEAVE WITHOUT PAY

Employees of Bay of Plenty District with three (3) years continuous service, or employees of Waikato District and Northland District with five (5) years continuous service, 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.

The notification of the employee's intent to return to normal duties will be the same as Clause15.7 (Parental Leave).

Job protection provisions will be the same as in Clause 15.9.1.

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.

20 PROTECTIVE CLOTHING AND EQUIPMENT

20.1 In accordance with the Health and Safety at Work act 2015 and associated Regulations, the employer shall ensure that employees are provided with any protective equipment required to ensure the safety of employees while at work. The maintenance and replacement of this equipment is the responsibility of the employer.

20.2 Suitable clean protective clothing shall be made available by the employer where the nature of a particular duty or duties would either continuously or intermittently render an employee'spersonal 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.

20.3 Such protective clothing shall remain the property of the employer and, as such, shall be laundered or otherwise cleaned free of charge.

20.4 An employee may at the employer's discretion be compensated for damage to personal clothing worn on duty or reimbursed dry cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling did not occur as a result of the employee's negligence or failure to wear the protective clothing provided.

20.5 Where the employer requires an employee to wear a particular type of shoe, two pairs shall be supplied free of charge to every full-time employee or an allowance of $126.46 per annum shall be paid in lieu. In addition, six pairs of duty socks, stockings or pantyhose shall be supplied free of charge or an allowance of $31.33 per annum to every such full-time employee.

Where the employee is employed part-time, a proportionate part of those allowances shall be paid as applicable.

21 REFUND OF ANNUAL PRACTISING CERTIFICATE

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

a. It must be a statutory requirement that a current certificate be held for the performance of duties

b. The employee must be engaged in duties for which the holding of a certificate is a requirement

22 RECERTIFICATION AND CONTINUING PROFESSIONAL DEVELOPMENT

Part-time employees, who also work for another employer, shall receive any entitlements in this clause at the pro-rata rate.

22.1 The employer accepts responsibility for providing the necessary resources and costs to meet the competency requirements of the Health Practitioner Competency Assurance Act. Reimbursement of approved fees required to enrol in a recognised Continuing Professional Development (CPD) hours programme will be provided.

22.2 To assist employees in updating and enhancing their skills, subject to prior approval, the employer will meet the cost of professional development.

22.3 Attendance at Professional Development in non-work time

22.3.1 Where an employee is required to attend a professional development course in non-work time then they shall be entitled to be paid for this time at their ordinary rate (T1) to a maximum of eight hours per day.

For the purpose of this clause 'required' means attendance is directed by the employer or paid leave is explicitly agreed and documented.

22.3.2 By agreement with their manager, the employee may take equivalent time-off-in-lieu instead of payment under 22.3.1. Where the employee is full-time, and where time-off-in-lieu is agreed, this should be taken in the following working week.

22.3.3 Where the employee has a specified professional development leave entitlement (including pooled arrangements), then non-work days paid under 22.3.1 or time in lieu taken in 22.3.2 will be debited against this entitlement.

23 EMPLOYEE PARTICIPATION

23.1 The parties to this Agreement accept that change in the Health Service is necessary in orderto ensure the efficient and effective delivery of health services.

23.2 The parties recognise that they have a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard.

The involvement of employees should contribute to:

a. Improved decision-making

b. Greater co-operation between the parties to this Agreement

c. More harmonious, effective, efficient, safe and productive workplace

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

23.2.1 Paid time off shall be allowed for recognised staff representatives to attend meetings with management, consult with employees, to consult and discuss those issues addressed in this clause and Clause 24 specifically: staff surplus, and options for resolving staff surplus.

23.2.2 Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.

23.2.3 The amount of time off and facilities provided shall be sufficient to enable full considerationof the issues.

23.3 Mechanisms established for the purpose of "Management of Change" will allow input and recommendations to be made to the employer, who will consider these recommendations and will make best endeavours to take the views of their employees into account before making final decisions.

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

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

23.5 For the purposes of Clauses 23 and 24, the recognised representative shall be the Union advocate unless otherwise agreed.

24 RESTRUCTURING

24.1 In the event that all or part of the work undertaken by the employee will be affected by the employer entering into an arrangement whereby a new employer will undertake the work currently undertaken by the employee, the employer will meet with the employee, providing information about the proposed arrangement and an opportunity for the employee to comment on the proposal, and will consider and respond to their comments. The employee has the right to seek the advice of their union or to have the union act on their behalf.

24.2 The employer will negotiate with the new employer, including whether the affected employeeswill transfer to the new employer on the same terms and conditions, and will include in the agreement reached with the new employer a requirement that the employee be offered a position with the new employer at the same or similar terms of employment.

24.3 Where the employee either chooses not to transfer to the new employer, or is not offered employment by the new employer, the employer will activate the staff surplus provisions of this agreement.

25 STAFF SURPLUS

When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (e.g. the terms of appointment to their present position), then the options in sub-clause 24.3 below shall be invoked and decided on a case by case basis by the employer having due regard to the circumstances of the affected employee.

25.1 NOTIFICATION

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

25.2 The following information shall be made available to the employee representative

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

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

25.3 **OPTIONS**

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

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

Option a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in sub-clause 24.11 will be applied as a package.

25.4 **RECONFIRMED IN POSITION**

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

25.5 **ATTRITION**

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

25.6 **RE-DEPLOYMENT**

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

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

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

b. An 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).

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

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

25.7 LEAVE WITHOUT PAY

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

25.8 RE-TRAINING

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

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

Where an employee is deployed to a new occupation or a dissimilar position the employershould consider such forms of retraining as in-service education, block courses or night courses at a tertiary or other institution.

25.9 SEVERANCE

Payment will be made in accordance with the following:

25.9.1 For employees employed prior to 1 July 1992 "Service" for the purposes of this sub-clause 24.9 means total aggregated continuous service with the employer, and any service recognised as continuous service under the employee's previous employment agreement but excludes any service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance or similar payment from the employer.

25.9.2 For employees who commenced employment with the Bay of Plenty District Health Boardafter 30 June 1992 "Service" for the purpose of this clause means current continuous service with Hospital and Health Services or Regional Health Authorities, the Bay of PlentyArea Health Board, Area Health Boards, Hospital Boards and the Department of Health but excludes any service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance or similar payment from the employer.

25.9.3 A break in service of one month or less shall not break the continuity of service.

25.9.4 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

25.9.5 12 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and

25.9.6 4 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and

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

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

25.9.8 If the employee has an entitlement to a retiring gratuity, the full retiring gratuity, shall be paid.

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

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

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

26 TECHNICAL REDUNDANCY

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

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

a. Has offered the employee employment in the business or the part being soldor transferred; and

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

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

i. Any service-related conditions; and
ii. Any conditions relating to redundancy; and
iii. Any conditions relating to superannuation

Under the employment being terminated; and

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

   i. in the same capacity as that in which the employee was employed by the employer; or

   ii. in any capacity that the employee is willing to accept.

27 NOTICE

Except in the case of casuals and in the absence of a written agreement between the employer and the individual employee, four (4) weeks written notice of resignation or termination shall be given by either side; but this shall not prevent the employer from summarily dismissing any employee for serious or wilful misconduct or other just cause. Unless otherwise agreed where the required notice is not given the person terminating the service shall pay or forfeit wages to the value of the unexpired period of notice as the case may require.

28 ABANDONMENT OF EMPLOYMENT

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

29 CONSTRUCTIVE ENGAGEMENT

The parties have recognised the value of working more cooperatively and constructively together to achieve the over-arching goal of maintaining and advancing a Physiotherapy workforce that takes shared responsibility for providing high quality healthcare on a sustainable basis. To this end we have agreed to progress the ongoing interests and issues of the parties outside of bargaining.

The objectives of the constructive engagement are:

- To ensure the parties' dealings with each other are in accord with the principles of goodfaith and are characterised by constructive engagement based on honesty, openness, respect and trust
- That the principles, processes, procedures and goals adopted enable exploration of matters in a meaningful, solution focused approach with the group being empowered to implement appropriately agreed solutions
- That efforts are made to maintain and further develop their relationship, decision makingand inter party cooperation
- To co-ordinate the trialling, and where appropriate, introduction of innovative initiatives which will improve healthcare delivery
- To the extent they are capable, provide appropriate health care to the communities they serve, in an efficient and effective manner
- Work towards enhanced job satisfaction for Physiotherapists
- To achieve consensual decision making and outcomes

The objectives that have been agreed include promoting the provision of a safe, healthy and supportive work environment. The parties also recognise that environmental and fiscal challenges may impinge on work practices and accept that there needs to be constant evaluation to improve productivity and cost effectiveness and to ensure the efficient, sustainable delivery of high-quality health services.

Either party can call for a meeting to consult around any of the above objectives; the composition of the respective parties shall have an appropriate senior member with equal representation of other participants with a maximum of 3 to each team with co-opting of others as required.

30 DEDUCTION OF UNION FEES

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

31 STOPWORK MEETINGS

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

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

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

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

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

32 PERSONAL GRIEVANCE, DISPUTES & EMPLOYMENT RELATIONSHIP PROBLEMS

32.1 An “employment relationship problem” includes:

a. A personal grievance

b. A dispute

c. Any other problem relating to or arising out of the employment relationship.

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

a. The employee will be provided the opportunity to be represented by their union or other such support person of their choosing at any time during the resolution process.

b. If the matter is unresolved either party is entitled to seek mediation from the Labour Department or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)

32.3 A "personal grievance" means a claim that you:

a. Have been unjustifiably dismissed; or

b. Have had your employment, or your conditions of employment, affected toyour disadvantage by some unjustifiable action by the employer; or

c. Have been discriminated against in your employment; or

d. Have been sexually harassed in your employment; or

e. Have been racially harassed in your employment; or

f. Have been subjected to duress in relation to union membership.

32.4 If the employment relationship problem is a personal grievance, you must raise the grievancewith 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 thelatter. Except that in respect of a personal grievance related to alleged sexual harassment, this period can be up to one year. There is also additional time available for raising a personal grievance under the Act, under particular circumstances (ERA Section 115).

32.5 Where any matter comes before the Authority for determination, the Authority must direct thematter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.

32.6 If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authorityfor the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.

33 HEALTH AND SAFETY

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

33.1 It shall be the responsibility of the employer to ensure that the workplace meets the required standards, and that effective and maintained safety equipment is provided.

33.2 Where safety equipment is required, it is the responsibility of employees to ensure it is appropriately utilised.

33.3 It is the responsibility of every employee to report any hazards, accidents or injuries as soonas practicable using the employers hazard management system.

33.4 It is the responsibility of the employer to systematically identify and address any workplace hazards, which may affect the safety of employees.

33.5 Where there is a concern regarding the safety of employees, employees have the right to contact APEX for advice on their rights under the Health and Safety at Work Act 2015 and its subsequent amendments.

34 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 duringemployment.

35 TEMPORARY OR FIXED TERM AGREEMENTS

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

Temporary or Fixed Term Employment Agreements while justified in some cases to cover situations of a finite nature, must not be used to deny staff security of employment in traditional career fields.

36 USE OF PRIVATE VEHICLE ON EMPLOYER BUSINESS

Employees who use their private motor vehicle on the employer's business (by agreement with their manager) shall be paid a motor vehicle allowance as promulgated by the Inland Revenue Department and adjusted from time to time.

37 TRANSFER EXPENSES

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

For:
a. Transferring on promotion; or
b. Transferring at the convenience of the employer.

38 REIMBURSEMENT OF PROFESSIONAL FEES

38.1 Bay of Plenty District shall reimburse permanent employees the cost of membership of the Physiotherapy Association of New Zealand per annum.

38.2 Waikato District may reimburse the employee $621 per annum towards the cost of membership of the New Zealand Society of Physiotherapists.

38.3 Northland district shall reimburse the employee up to $621 per annum towards the cost of membership of the Physiotherapy Association of New Zealand.

38.4 As an alternative to 38.1, 38.2 and 38.3 above the employer may approve the reimbursement of the fee for one specialist professional association where this is deemed relevant to the employee's job. The reimbursement shall not exceed the amounts provided for in 38.1, 38.2 and 38.3.

38.5 Provided that where an employee a) is on a fixed term contract; or b) also works for another organisation or in a private practice, the employer will only be required to reimburse the cost on a pro-rata basis.

38.6 Where the employer requires a current employee to become a member of a specific professional association, then the cost of that membership shall be fully reimbursable.

39 SAVINGS

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

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

40 TRAVELLING ALLOWANCE

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

41 VARIATIONS

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

42 TERM OF AGREEMENT

The Agreement shall be deemed to have come into force on 1 November 2025 and shall continue in force until 31 October 2027.

SCHEDULE 1 – DISTRICT SPECIFIC PROVISIONS

Note: Where there are inconsistencies between the provisions contained within this Schedule and the main body of the collective, the provisions of this schedule shall prevail.

1.0 WAIKATO DISTRICT ONLY:

1.1 MEAL ALLOWANCE

A meal allowance of $11.90 is payable to all employees who are required to:

i. Work more than one hour beyond their contracted hours, provided these are of 8 hours or more in any one day.

ii. Work more than 80 hours in a fortnight and who works an additional five hours shift or more.

1.2 CALL-BACKS This provision applies to employees who were members of APEX and covered by the provisions of the Waikato Physiotherapists SECA 29 April 2018 to 28 April 2021 only.

An employee shall be paid for a minimum of three hours, or for actual working time and travelling time, whichever is greater – at twice the hourly rate (T2), when the employee:

a. Is called back to work after completing the day's work or shift, and having left the place of employment; or
b. Is called back before the normal time of starting work, and does not continue working until such normal starting time, except that:

   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 previous call-back to the end of the later call-back.

1.3 GRANDPARENTED PROGRESSION FOR WAIKATO PHYSIOTHERAPISTS

Notwithstanding clause 5.1.2, Physiotherapists employed at Waikato District at 31 May 2023 shall retain the right to progress to step 8 of the core scale through automatic annual increments.

2.0 BAY OF PLENTY DISTRICT ONLY:

2.1 ACUTE PHYSIOTHERAPY COVER **This provision applies to employees who were members of APEX and covered by the provisions of the Bay of Plenty DHB Physiotherapists SECA 27 July 2018 to 26 July 2021 only.**

Part time Physiotherapists rostered to provide cover over weekends, and public holidays shall be paid a daily allowance of $70 in lieu of the On Call Allowance in clause 8.1.3.

If physiotherapists attend to the treatment of a patient they shall be paid for a minimum of three (3) hours, or for actual working and travelling time, whichever is the greater for each such occasion, provided that if the physiotherapist is required to return and

commence workbefore and continues to work beyond the minimum period of the initial occasion, payment shall be made as if the work was continuous with the previous occasion.

2.2 RECERTIFICATION AND CONTINUING PROFESSIONAL DEVELOPMENT

Employees covered by this collective agreement are entitled to two (2) paid days per annum for study, learning, research linked to Physiotherapy Salary Scale Guidelines and individual learning plan.

The employer may grant employees study leave of up to three (3) months to enable them tocomplete qualifications, attend courses, seminars and conferences and to undertake research or projects which are relevant to the work of the organisation and which facilitate their growth and development. Such leave may be paid, part paid or unpaid and/or contributions may be made towards the costs.

Employees, who have been employed for not less than 24 months with the current employer, may apply for sabbaticalleave from three (3) months up to twelve (12) months duration. Such leave may be paid, partpaid or unpaid and/or contributions may be made towards the costs.

All applications must be received in writing and a minimum of three (3) months prior to the date the proposed leave will commence. The application must specify the date the proposed leave will commence and the date on which the applicant will return to work.

The employer shall advise the applicant of the approval or declination of the application at least one (1) month prior to the commencement date of the leave.

Upon return to work on the agreed date, the employee shall return to the same or similar duties, shifts and service entitlements as s/he enjoyed prior to his/her sabbatical leave.

2.3 EMPLOYEES REQUIRED TO WORK ON PUBLIC HOLIDAYS

This provision applies to employees who were members of APEX and covered by the provisions of the Bay of Plenty DHB Physiotherapists SECA 27 July 2018 to 26 July 2021 only.

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

2.4 UNIFORMS

Recognising the current variable custom and practice for purchasing uniform items, BOPDHB will standardise this practice by providing a reimbursement of $150 per annum, non-taxable for shorts and trousers.

Shirts will continue to be provided by BOPDHB.

SCHEDULE 2 - SUBSEQUENT DISTRICTS –TE TAI TOKERAU NORTHLAND

The following clauses remain applicable to those employed at Northland / Te Tai Tokerau District:

1.1 **Scheduled Minor Illness Leave**

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

a. Place the employee on suitable alternative duties; or

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

1.1.1 It is agreed that this Minor Illness Leave provision will continue to apply to all Northland Physiotherapy staff who have coverage under this agreement.

1.2 **Scheduled Meal Allowance**

1.2.1 The terms and conditions governing meal allowance entitlements as at Cl.6.2.3 of the Agreement will apply to all staff at Northland, except for the stipulated amount. For Northland staff who have coverage under this agreement, a meal allowance of $9.00 will be payable.

1.3 **Scheduled Recertification and Continuing Professional Development**

Employees covered by this collective agreement are entitled to two (2) paid days per annum for study, learning, research linked to Career Pathway and individual learning plan.

The following clauses will be grandparented to APEX members employed in the Northland district as at 18 September 2024 and who remain employed in the Northland District:

1.4 **Grandparented Sick Leave**

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

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

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

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

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

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

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

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

1.4.1 It is agreed that this Sick Leave provision will continue to apply until the date of

ratification of this agreement, from when all new entrants to the Northland Physiotherapy workforce under coverage of this agreement, will be covered by the sick leave provisions as at Cl.12 of this Agreement.

1.4.2 It is agreed that the Sick Leave provision as denoted above will be removed from this Agreement at the next expiry date of the CA as no further entitlements will arise therefrom.

1.5 **Grandparented Domestic Leave**

1.5.1 **Grandparented Domestic Leave**

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

a. The production of a medical certificate or other evidence of illness or accident may be required; and

b. The same review procedures set out in sub clause 12.0(d)(1) above will apply to Domestic Leave.

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

1.5.2 It is agreed that this Domestic Leave provision will continue to apply until the date of ratification of the agreement, from when all new entrants to the Northland Physiotherapy workforce, and who have coverage under this agreement, will be bound by the terms and conditions governing Sick- and Domestic Leave as provided for within this Agreement.

1.6 **Grandparented Retiring Gratuities**

1.6.1 **Retiring Gratuities**

29.1 The employer may pay a retiring gratuity to staff retiring from Te Whatu Ora - Te Tai Tokerau who have had no less than 10 years' continuous service

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

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

29.4 Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.

29.5 The calculation of a gratuity entitlement shall be in accordance with the scale detailed below; provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.

29.6 For the purposes of calculating the amount of gratuity that the employer may pay, the rate of pay on retirement shall be the basic rates of salary or wages.

29.7 An employee who is granted leave without pay and who remains in the service of the employer, will, on retirement, have such leave aggregated with other service for gratuity purposes.

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.

1.6.2 It is agreed that this Retiring Gratuities provision will continue to apply until the date of ratification of the agreement from when all new entrants to the Northland Physiotherapy workforce, and who have coverage under this agreement, will be bound by the terms and conditions governing retirement provisions as provided for within this Agreement.

1.7 **Grandparented Protective Clothing and Equipment**

1.7.1 **Protective Clothing and Equipment**

20.5 An allowance of $306 per year (pro rata for part time staff based on contracted FTE) shall be paid to staff who, because of therapeutic requirements or in the interest of patient care and rehabilitation, are instructed in writing by the employer to wear civilian clothing instead of the usual uniform.

1.7.2 The terms and conditions governing Protective Clothing and Equipment entitlements as at Cl.20 of the Agreement will apply to all staff at Northland, in addition to this grandparented provision for existing employees.

It is agreed that this Uniform Allowance provision will continue to apply until the date of ratification of the agreement, from when all new entrants to the Northland Physiotherapy workforce will be bound by the terms and conditions governing Protective Clothing and Equipment as provided for within this Agreement only.

1.8 **Grandparented Overtime Provision**

1.8.1 **Overtime**

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

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

1.8.2 The terms and conditions governing Overtime entitlements as at Cl.6.2 of the Agreement will apply to all staff at Northland, in addition to this grandparented provision for existing employees.

It is agreed that this Overtime provision will continue to apply until the date of ratification of the agreement, from when all new entrants to the Northland Physiotherapy workforce will be bound by the terms and conditions governing Overtime as provided for within this Agreement only.

It is further agreed that all members to whom the above provisions at Cl.6.2.4 and 6.2.5. of the current CA applies (as these clauses only apply to staff who meet the rostering criteria), will receive a personal-to-holder letter confirming the application of these entitlements to those individuals, with the applicable conditions for eligibility set out therein. These letters will be recorded on the relevant HR information and payroll files specific to those eligible members.

SCHEDULE 3 - RECOGNITION STEPS – PROGRESSION PROCESS

Recognition Steps – Progression Process

Principles

1. The recognition steps facilitate progression that many employees naturally seek in the course of their work. It is designed to enable employees to utilise their expertise as a formal part of their practice, while enhancing service delivery and fostering continued development and growth through the process of agreed objective setting and delivery.

2. For this reason, it is anticipated that, where reasonable and agreed, an employee may be able to progress the objectives required for recognition progression during work time.

3. To be Eligible for Salary Progression:

    a. An employee may initiate the recognition process immediately after moving to the qualifying step (e.g. Step 8 to progress to Step 9, Step 9 to progress to Step 10). As per clause 5.2.10(e)(i), progression will not occur until the employee has been on the qualifying step for at least a year. An employee must be on Step 8 (APS) before they can move to Recognition Step 9 or must be on Recognition Step 9 to move to Recognition Step 10.

    b. Demonstrates innovation, excellence, leadership, and/or specialist skills and knowledge in their contribution to service. This could include, but is not limited to:

        i. At least two years working in an area of specialisation or advancing practice.

        ii. Recognised by other staff as becoming expert in at least one area of clinical or cultural skills and approached as a resource and teacher (with appropriate evidence.

        iii. Evidence of involvement in quality and improvement initiatives or audit activity.

        iv. Evidence of involvement in research, presenting at conferences or authoring work.

        v. Agreed postgraduate study.

    c. Has had a satisfactory performance appraisal (or equivalent) within the last 12 months.

    d. Is undertaking clinical work at the level expected as described in the GEPP document at the applied for salary step. Link: Draft Guidelines for Expectations of Professional Practice of Allied Health, Scientific and Technical Professionals (GEPP) 2023.

    e. Has achieved agreed objectives linked to Guidelines for Expectation of Professional Practice at relevant level.

    f. Is contributing to the wider organisational goals, the team, the service, the locality, or the system in general.

4. An employee can progress to the Recognition Step at any time throughout the year (once criteria is met), i.e., they do not need to wait for their anniversary date. However, only one step movement can be made annually.

5. The criteria for progression to each recognition step are as follows:

   a. To access Recognition Step 1 (Step 9 of the Degree-based scale) an employee must select and complete objectives across no fewer than two domains ensuring that cultural safety and Te Tiriti principles are woven into objectives. Objectives must be chosen from the "Further Developing Knowledge & Skills" or further Stage of Development.

   b. To access Recognition Step 2 (Step 10 of the Degree-based scale) an employee must select and complete objectives across no fewer than two domains, ensuring that cultural safety and Te Tiriti principles are woven into objectives. Objectives must be chosen from the "Becoming Expert" Stage of Development.

   c. To access Step 4 of Grade DF on the Clinical/degree qualified designated salary scale, an employee must select and complete objectives across no fewer than two domains, ensuring that cultural safety and Te Tiriti principles are woven into objectives. Objectives must be chosen from the "Acknowledged Leader" Stage of Development. At least one objective will be selected from the "Leadership & Management" domain.

Objectives

6. It is intended that objectives are ones that show growth, development, and continuing contribution to the service. As such, objectives will generally be relevant to the service, wider organisation and/or profession evidence of role stretch/meritorious performance.

7. The parties acknowledge that it is the individual employee's decision and responsibility to initiate the processes associated with the recognition progression step. To commence the process the employee will write to the team leader/ manager requesting a meeting to set objectives.

8. The discussion and setting of objectives for additional progression would normally occur in conjunction with the employee's annual performance review. Objectives agreed will be specific, measurable achievable realistic and time bound (SMART). Reviews throughout the 12 months can be undertaken by mutual agreement. Setting the objectives may involve the professional lead or equivalent.

9. In the event that the manager and the employee cannot agree on the objectives the employee may consult with the relevant union. If there is still no agreement, they may need to meet with the union and their manager, professional lead or equivalent. This objective setting process is to be completed in three months of the employee requesting the meeting. Without agreed objectives no progression will occur.

10. Recognition objectives must be set and agreed prospectively by the manager and the employee in a timely manner. However, the setting of objectives may take into consideration work that has been initiated within a reasonable timeframe prior to the objectives being set as long as objectives remain current to service need/service development and of benefit to professional development.

What does APEX do?

- We negotiate **collective agreements** for employees in both the **public and private sectors**, and we enforce those agreements to ensure our members get their rightful entitlements.
- We provide members with general **employment advice**. This includes information about your employment rights under legislation and common law, your collective agreements, pay, and any disputes that may arise.
- We provide advice, support, and action with respect to **health and safety**. This includes psychological risks (e.g. bullying), physiological risks (e.g. fatigue), and physical risks (e.g. temperature in workplaces, hazardous substances, lifting, etc.).
- We support over **400 delegates** in workplaces around NZ, providing them with training and access to professional advice whenever they need it. Our delegates are readily available to you in the workplace and serve as a critical link between members and the professional advocates and staff employed by APEX.
- We produce **reports and newsletters** to keep you up to date with what's happening in your world, the wider Allied Scientific and Technical Health Practitioners space, and the broader health and industrial environments.
- APEX **monitors legislation and other policy drivers** to ensure you know what might be happening that could affect you, and to ensure you have the opportunity to have a say, if you wish.
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