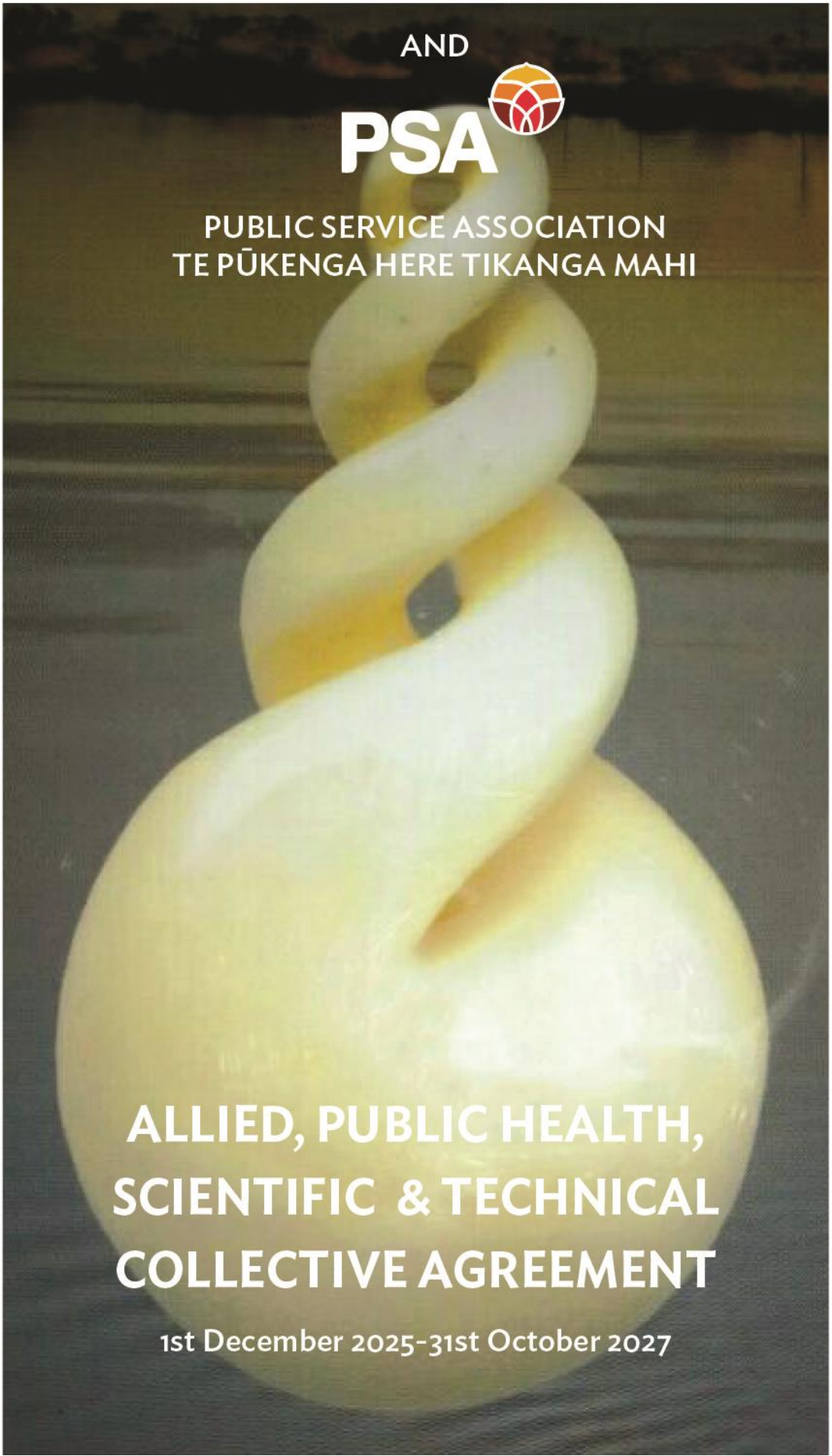
Te Whatu Ora
Health New Zealand

AND

PSA

PUBLIC SERVICE ASSOCIATION
TE PŪKENGA HERE TIKANGA MAHI



ALLIED, PUBLIC HEALTH, SCIENTIFIC & TECHNICAL COLLECTIVE AGREEMENT

1st December 2025-31st October 2027

Tuia I runga, tuia I raro, tuia I waho, tuia I roto, tuia I te Herenga Tangata.

He Mihi

E ngā mana, e ngā reo, e ngā karangarangatanga maha,
Tēnā koutou, tēnā koutou, tēnā koutou katoa.
No reira, nau mai haere mai, whakatau mai.

He Whakatauaki:

Ehara taku toa i te toa takitahi, engari he toa takitini

"Success is not the work of one but the work of many"

Whakatauaki: attributed to Ngati Kahungunu

The pikorua is a traditional Māori pendant of friendship and growth.
The watermark depicts two new shoots growing together, the joining of two cultures.

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TE TIRITI O WAITANGI

(a) Te Whatu Ora and the PSA acknowledge the importance of Te Tiriti o Waitangi as the constitutional basis of the relationship between Māori and the Crown, and the unique status of Māori as tangata whenua of Aotearoa/New Zealand.

(b) Te Whatu Ora and the PSA are committed to implementing Te Tiriti o Waitangi between Māori and the Crown and will promote and enable an understanding of the principles and their implementation in the workplace.

(c) The parties' obligations include:

1 developing a good understanding of the needs and aspirations of whānau, hapū, iwi and Māori communities, including through building awareness of the aims of He Korowai Oranga - the Māori Health Strategy and the Māori Health Action Plan.

2 developing the capability (skills, knowledge, and behaviour) required to engage meaningfully with Māori.

3 developing, in a supportive environment, knowledge of Te Tiriti o Waitangi and Te Ao Māori and how this applies in the context of the work we do and the communities we serve.

4 enabling all employees to gain an understanding of the responsibilities and obligations of Te Tiriti o Waitangi and be able to demonstrate this in our workplace.

5 encouraging the development in, and the promotion of, Te Reo Māori.

(d) Te Whatu Ora and PSA members acknowledge their respective responsibilities and commitments to the clauses above

1 AGREEMENT FORMALITIES

1.1 Parties

In accordance with the Employment Relations Act 2000 this collective agreement is made:

Between:

Health New Zealand / Te Whatu Ora (Hereinafter referred to as "the employer" or Health NZ)

and

New Zealand Public Service Association Te Pūkenga Here Tikanga Mahi Incorporated (hereinafter referred to as the PSA or the 'union')

1.2 Coverage

This is a collective agreement (CA) and is made pursuant to the Employment Relations Act 2000. This CA shall apply to all employees who are members of the PSA and who are employed by the employer party to this CA in the following services and professions:

1.2.1 Public Health

Public health professionals provide services directly to patients and/or communities for the purpose of improving, promoting, or protecting public health including preventing population-wide disease, disability, or injury; through

a) Health Protection Services, which include regulatory functions; and

b) Health Promotion Services.

For clarity, Public Health positions covered by this CA provide services directly to the public and/or communities e.g., providing information or support to the public/community including assessment and referral where appropriate.

Public Health positions that provide indirect services (e.g., advisory, policy, research, planning or analysis) are excluded from coverage.

1.2.2 Technical/Scientific (including Food Supervisors & Vision Hearing Testers/ Technicians)

A range of technical or scientific positions that either:

a) Provide clinical support services to clinicians who provide direct patient care; or

b) Provide direct patient care; or

c) Provide public health services.

These positions can be supervised or non-supervised depending on the level of skill, education and qualification.

1.2.3 Health Assistant

A Health Assistant works under the direction and supervision of an Allied Health, Public Health, Technical/Scientific professional, or Dentist.

1.2.4 Allied Health

The Allied Health professions each have a distinct, specialised body of knowledge and skills, and actively work with people accessing health and disability services across a range of settings. In their practice, allied health professionals provide services and engage in activities that may include prevention, assessment/evaluation, identification/diagnosis, treatment, rehabilitation/habilitation, promotion of health and wellbeing, education, research and health services management.

To be part of the Allied Health professional workforce, health professionals must be:

a) Involved in direct patient contact providing patient treatment, intervention or assistance, assessment, patient management and education, working in primary, secondary and tertiary care settings.

b) Tertiary trained undertaking recognised university degrees at undergraduate and/or graduate entry level.

c) Required to obtain specific qualifications to either obtain (or be eligible for) professional registration to practice, or to join the relevant professional association and have a specific professional qualification recognised by NZQA.

d) Allied to each other and the Medical, Nursing/Midwifery and Technical/Scientific professions, working together as part of multidisciplinary or inter-professional teams to achieve best practice outcomes for the client across the primary, secondary and tertiary health sectors; and

e) 'Allied' with clients, the client's family/whānau and other carers, and with the community in order to achieve best outcomes for the client.

The parties recognise that historically, Allied Health professions have not always required a university degree as an entry point to the profession. This coverage clause is not intended to exclude employees who:

a) do not hold a university degree but who have achieved registration with their regulatory authority; or

b) hold a position for which the current requirement is to have a university degree and/or registration but who does not hold that university degree

c) are involved in the training and development of other Allied Health Clinicians (e.g. Educators, Allied Health CCDM Programme Consultants) but who do not directly provide patient care as part of that role.

For avoidance of doubt, the broad category of Allied includes employees employed as Psychologists in the prevention, assessment, diagnosis, intervention and treatment of children, adolescents, adults and families.

1.2.5 Alcohol & Other Drug Clinicians

A health professional whose role is to provide assessment and intervention for those experiencing harm related to the use of alcohol & other drugs and those concerned about another person's use.

1.2.6 Hauora Māori Workers, Health & Clinical Support Workers:

A range of positions that work in mental, physical and public health services. These positions provide services directly to patients, whanau and/or Iwi/hapu/communities and may have some, or a combination, of the following elements:

a) A strong cultural element

b) Co-ordination

c) Clinical Support

d) Assessment

e) Advisory

f) Educating

g) Counselling

h) Facilitating

1.2.7 Interpreters

Interpreters are employed to facilitate communication between patients and health professionals when there is a language/communication barrier. They ensure that medical information, diagnoses, treatment plans, and instructions are conveyed accurately and comprehensively to the patient, and that the patient's information, concerns and questions are accurately relayed to the healthcare provider.

1.2.8 Allied Health/ Public Health/ Technical Management Positions

Management positions will only be covered by this CA if they meet the following criteria:

a) reports to service managers or equivalent and below.

b) who comes from an allied health, public health or technical profession; and

c) who manages allied health, public health or technical employees covered by this CA, noting that these employees may work as part of a multidisciplinary team that includes other professional backgrounds; but

d) who doesn't solely manage employees covered by other collective agreements; and

e) who does not also have a professional/ clinical component to their role. (NB These managers shall be paid on the relevant professional salary scale).

1.2.9 Any other employees substantially employed in one of the above positions who may from time to time use an alternative title.

Nothing in the above coverage clause shall act to exclude any employee who is a member of the PSA and was covered by the 2005-07 regional MECA that preceded this Agreement, nor shall it act to include any employee whose position was explicitly excluded from coverage of

the regional MECA that preceded this Agreement unless the PSA and the District concerned specifically agree otherwise.

1.2.10 The parties agree that, where new or emerging roles are identified that either consider are within the general ambit of coverage of this Agreement, but not specifically listed above or in Appendix K, they shall work together to determine the appropriateness of coverage by the Agreement and, if so, the salary scale(s) that should apply. Any outcomes shall be recorded by way of formal variation to this Agreement or through formal exchange of letter or memorandum.

1.3 Existing Employees on IEAs

1.3.1 Where the employee joins the PSA, and their position is covered by this Agreement that employee's terms and conditions of employment shall from the date on which they join the PSA be those contained in this Agreement unless otherwise agreed between the parties. The employer recognises that the employee has an entitlement to seek advice from the PSA in this regard.

1.3.2 Any existing employee who joins the PSA shall translate to the relevant scale on the basis of an assessment by the employer, which places the employee on a step consistent with existing union members, taking account of length of service, skills and responsibilities. This is necessary to avoid new members, who may currently be on different salary scales, translating to the CA scales at points higher than the equivalent union member. The assessment may result in a lower salary and, if so, the employer undertakes to maintain the employee's current salary until the assessed salary exceeds the current salary.

1.4 New Employees

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

1.4.2 New employees who are not members of the PSA shall be offered an individual employment agreement, which is based on the terms and conditions of this CA for the first 30 days of their employment, pursuant to Section 62 of the Employment Relations Act 2000. At the conclusion of this 30-day period, the employee may elect to join the PSA and in doing so shall be bound by this collective agreement or remain on an individual employment agreement if they do not join the PSA.

1.5 Partnership Agreement

Please refer to the Agreement for a Bipartite Relationship Framework *Appendix H*

1.6 Definitions

Ordinary hourly rate of pay for 40 hours per week workers shall be 1/2086, correct to three decimal places of a dollar of the yearly rate of salary payable.

Ordinary pay means the annual salaries provided for in this Agreement. For part time employees, the annual salary shall be pro-rated.

Ordinary or normal hours mean 80 hours per fortnight.

District in the context of Te Whatu Ora/Health New Zealand means the geographic area and the related worksites of the former District Health Board (clause 12, Schedule 1, Pae Ora (Healthy Futures) Act 2022 refers)

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

of a duty falls on a particular day the whole duty shall be regarded as being worked on that day.

Employee means any person employed by an employer and whose position is covered by this Agreement

Employer means Health NZ.

Fortnight means the 14 days commencing midnight Sunday/Monday. When the major part of a shift falls on a particular day the whole shift shall be regarded as being worked on that day.

Penal rate is rate of pay for time worked (other than overtime) within ordinary hours of work during times specified in clause 2.2.

Region means one of the regional divisions as defined by Health NZ.

Service means the current continuous service with the employer and its predecessors (District Health Boards, Hospital and Health Services, Crown Health Enterprises, Regional Health Authorities, Health Funding Authority, Area Health Boards and Hospital Boards), except where otherwise defined in the applicable clause. As of the 1 November 2007, service shall not be deemed to be broken by an absence of less than three months. However, where the employee remains actively engaged on related work to their profession or study whilst absent, the period of three months shall extend to twelve months. This period of absence does not count as service for the purpose of attaining a service-related entitlement.

Service recognised at the commencement of this Agreement shall continue to be recognised.

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

T1 means the ordinary hourly rate of pay.

T 1.5 means one and one half the ordinary hourly rate of pay.

T 2 means double the ordinary hourly rate of pay.

1.7 Categories of Employment

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. Casual agreements shall not be used to deny staff security of employment. The employer reserves the right however, to employ casual employees where necessary to meet the demands of service delivery.

Part time employee means an employee, other than a casual employee, employed on a permanent basis but works less than the ordinary or normal hours set out in the hours of work clause. Any wages and benefits, for example, leave; will be pro rata according to the hours worked unless specifically stated otherwise in this Agreement.

Permanent employee means an employee who is employed for an indefinite term; that is, an employee who is not employed on a temporary or casual basis.

Fixed term employee as defined by Section 66 of the Employment Relations Act 2000 means a full time or part time employee who is employed for a specific limited term for a specified project or situation or, for example, to replace an employee on parental leave or long-term accident or sickness. There is no expectation of ongoing employment. Fixed-term agreements shall not be used to deny staff security of employment.

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

2 HOURS OF WORK

2.1 Hours of Work

2.1.1 Statement of Intent

The employer recognises the need for employees to balance their work life with their recreational and home life and is committed to active participation in the management of workloads and working time that achieves staff and management goals, and results in realistic work expectations. Health NZ and the PSA recognise that a degree of stress is a part of the modern workplace. The employer makes a commitment to working with staff to develop policies and practices that attempt to minimise the negative impact stress has on workers' lives and that workloads are reasonable.

The parties recognise that flexibility is needed to adapt to changing models of care to ensure quality patient care is delivered.

Nothing in this document is intended to vary the hours of work arrangement that apply at the time that this CA comes into force. The hours of work can only be varied by application of clause 2.1.6.

2.1.2 The Week

The week shall start and end at midnight each Sunday/Monday. When the major part of a duty falls on a particular day, the whole duty shall be regarded as being worked on that day. This provision does not relate to remuneration but only to rostering conventions for days off.

2.1.3 Ordinary Hours of Work

a) Unless otherwise specified the ordinary hours of work shall be either

   i. Eighty (80) hours in each two-week period (14 days), worked as not more than ten (10) duties, provided that for rostered shift work the ordinary hours of work may average forty (40) hours per week during a period of up to seven (7) weeks, or the applicable roster period, whichever is the lesser; or

   ii. Eighty (80) hours in each two-week period (14 days), worked as not more than ten (10) duties between 0600 and 2000 hours, Monday to Friday, or

   iii. Forty (40) hours in each week worked as not more than five (5) duties between 0600 and 2000 hours, Monday to Friday.

b) The ordinary hours of work for a single duty shall be up to a maximum of ten (10) hours.

c) A duty shall be continuous except for the meal periods and rest breaks provided for in this Agreement.

d) Except for overtime, and except where an alternative arrangement is operating, each employee shall have a minimum of four (4) days off during each two (2) week period (14 days). Days off shall be additional to a nine (9) hour break on completion of the previous duty.

e) Except for overtime, no employee shall work more than five (5) consecutive duties before a day(s) off, provided that an alternative arrangement may be implemented by agreement between the employer and a majority (measured in full-time equivalents) of the directly affected employees.

f) There are a range of hours are worked across the employer that are defined as full-time. There is no intention, as a result of these negotiations, to change the existing 'full time' hours of work in each District unless otherwise agreed.

2.1.4 Rosters

a) The Health and Safety at Work Act 2015 requires the employer to ensure, so far as is reasonably practicable, the health and safety of workers while at work.

b) Therefore, in designing and implementing shift rosters to meet service needs, the employer shall ensure the disruption, personal health effects and fatigue associated with shift work are minimised for the group of workers involved. Roster templates and changes to roster templates shall be jointly developed and reviewed by the employer, representatives of affected employees and the PSA.

c) Where an employee is required to start and/or finish work at changing times of the day and/or on changing days of the week, then a roster shall be produced.

d) The roster period shall be four (4) weeks (28 days) or greater, except that it may be less for services where unpredictable service demands make this impracticable.

e) Rosters shall be notified to the employees involved at least four (4) weeks (28 days) prior to commencement of the roster period, except that the minimum period of notification for roster periods of less than four (4) weeks shall be two (2) weeks (14 days). Less notice may be given in exceptional circumstances.

f) Single days off shall be avoided as a routine rostering device, and there shall be no more than one single day off for an employee during a four (4) week period. Employees shall be discouraged from requesting single days off.

g) Notwithstanding the foregoing conditions staff may be permitted to change shifts one with another by mutual arrangement and with the prior approval of the manager. Additional overtime or other penalty provisions shall not apply in these instances, that is, the swapping of shifts will be a cost neutral exercise.

h) For employees working on 4&2 roster the roster cycle shall be for a six-week period of four days on duty followed by two days off duty.

i) Night rosters shall provide for adequate rest following any period of consecutive night duties.

2.1.5 Hours of Work Requirements

a) The employer shall document the hours of work requirements for each position for which an employee, other than a casual employee, has been engaged or is for the time being fulfilling. The written hours of work requirements shall be provided to the employee.

b) Hours of work requirements shall comply with all of the provisions of clause 2.1.3 of this Agreement.

c) Hours of work requirements shall reflect actual hours of work and shall be specified in terms of:

i. The times of the day for which an employee is required to be available for the ordinary duty hours of work and

ii. The days of the week for which an employee is required to be available for the ordinary weekly hours of work, and

iii. Any overtime or on-call requirements or opportunities.

2.1.6 Variation of Hours of Work Requirements

a) Emergencies

The employer may require variations to hours of work requirements to meet the needs of emergencies.

b) Occasional variations

Occasional variations to the times of day and/or days of week to meet service requirements shall be by agreement between the employer and the directly affected employee(s).

c) Long term / permanent changes to hours of work requirements

Except as provided for above, where the employer requires an employee to change their hours of work requirements to meet service needs, then a minimum of twelve (12) weeks prior notice of the change shall be given for the purpose of reaching written agreement between the employee and the employer. Such agreement shall not be unreasonably withheld. A shorter period of notice than twelve (12) weeks may be applied by agreement. Should mutual agreement not be reached the employer reserves the right to use the management of change provisions to effect the change. The employee's representative shall also be advised of the notice of the change at the same time as the employee. The parties note that this provision is not in lieu of the management of change provisions.

d) No employee shall be discriminated against for not agreeing to change their hours of work requirement.

2.1.7 Minimum Breaks

a) A break of at least nine (9) continuous hours must be provided wherever possible between any two qualifying periods of work. Qualifying periods of work for the purposes of this clause are:

i. A duty, including any overtime worked either as an extension or as a separate duty; or

ii. Call-back where eight (8) hours or more are worked continuously.

b) Except that if a ten (10) hour duty has been worked then a break of twelve (12) consecutive hours must be provided wherever possible.

c) If a call-back of less than a continuous eight (8) hour period is worked between two other qualifying periods of work, a break of nine (9) continuous hours must be provided either before or after the call-back. If such a break has been provided before the call-back it does not have to be provided afterwards as well.

d) Except, for those employees who are called back between 2300 and 0500 hours, the break must be provided afterwards as specified below, unless otherwise agreed between the employer and the employee:

i. a 9-hour break shall be provided in those Districts where a provision was in place as at 1 October 2008

ii. where no mandatory break has previously been provided in other Districts, the roster should facilitate a 9 hour break wherever possible

iii. Time spent off duty during ordinary working hours solely to obtain a 9-hour break, shall be paid at ordinary time rates. Any absence after the ninth continuous hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.

e) If a break of at least nine (9) continuous hours –or twelve (12) – cannot be provided between qualifying periods of work, the period of work is to be regarded as continuous until a break of at least nine (9) or twelve (12) continuous hours is taken, and it shall be paid at the overtime rate.

f) Time spent off duty during ordinary hours of work solely to obtain a nine (9) – or twelve (12) – hour break shall be paid at the normal hourly rate of pay. Any absence after the ninth – or twelfth – continuous hour of such a break, if it occurs during ordinary hours of work, shall be treated as a normal absence from duty.

g) Following a period of on-call, if the employee considers they are still too fatigued to return to work and work safely then they shall raise this with their immediate manager and

arrangements shall be agreed to address and mitigate the personal and professional risks associated with this situation. These arrangements may include not being required to work the balance of their rostered shift without deduction or loss of pay.

2.1.8 Meal Breaks and Rest Periods

a) Except when required for urgent or emergency work and except as provided in 2.1.8 b) below, no employee shall be required to work for more than five hours continuously without being entitled to a meal break of not less than half an hour. There will be only one meal break of not less than half an hour during a 10-hour shift.

b) An employee unable to be relieved from the workplace for a meal break (as defined in 2.1.8 a)) shall be entitled to have a meal while on duty and this period shall be regarded as working time paid at the appropriate rate (the rate payable at that time).

c) Except where provided for in 2.1.8 b) above an employee unable to take a meal after five hours shall, from the expiry of five hours until the time when a meal can be taken, be paid T0.5 in addition to the hourly rate that would otherwise be payable.

d) Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, and the equivalent breaks for night duty where these occur during duty, shall be recognised as time worked.

e) 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 $1.66 per week in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay.

2.1.9 Changing Time

Where an employee is required by the employer to wear a particular uniform or set of clothing on duty and is not permitted by the employer to wear that uniform/clothing other than within the precincts of the workplace, the employee shall be allowed a period of six minutes, both at the start and end of each duty, as changing time.

2.1.10 Flexible Work

The parties support the Public Service Commission/Te Kawa Mataaho's "flexible by default" principles:

i. IF NOT, WHY NOT - All roles are treated as flexible unless there is a genuine business reason for a role not to be. Flexibility is equally available to women, men and gender-diverse employees, irrespective of the reason for wanting it. Working flexibly will not undermine career progression or pay.

ii. WORKS FOR THE ROLE - Every role should be suitable for some form of flexibility but not every type of flexibility will work for every role. Genuine business reasons may mean that some types of flexibility cannot be implemented for some roles.

iii. WORKS FOR AGENCIES AND TEAMS - Flexible working should not be viewed as something which is just agreed between an employee and manager. This means that the impact of flexible arrangements should be considered on teams, and the agency as a whole.

iv. REQUIRES GIVE AND TAKE - Flexibility requires give and take between the employee, manager and team. It also places collective obligations on employees, managers, and teams to be open and adaptable so that it works for everyone.

v. MUTUALLY BENEFICIAL - Flexible working needs to work for the agency, teams, and employees. Consideration should be given to how flexible work arrangements can maintain or enhance service delivery and the performance of the agencies, teams and

employees. It should not result in increased workloads for employees working flexibly, or for other team members who are not.

vi. ACTIVELY CHAMPIONED BY LEADERS - Leader's support, champion and role model flexible working for their teams and themselves.

2.2 Overtime and Penal Time

2.2.1 Eligibility restricted for Designated Positions (including Advanced Clinician and Advanced Practitioner positions).

This clause 2.2 shall apply to all employees except that for Designated Positions, overtime and penal rates will only apply as outlined in 2.2.1 (a) and (b) below:

a) Penal - Payment of weekend and night 'penal' rates shall be payable where 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 Designated Positions only 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 circumstances; 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.

2.2.2 Overtime

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 as set out in clauses 5.2 to 5.8.

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 2.2.2 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 rate of 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 at double 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 (that is, 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 2.2.2 c).

iv. For all other employees working alternative hours of work, overtime shall apply after 80 hours per two-week period (clause 2.2.2 c)) shall apply.

2.2.3 Penal Rates

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 (as defined in clause 1.6).

Except that employees (other than Genetic Counsellors/Associates and Psychologists) employed in the three Auckland Districts (Waitemata, Auckland/Te Toka Tumai, and Counties-Manukau) shall be paid:

i. time one (T1.0) in addition to the ordinary hourly rate of pay after three ordinary hours worked between midnight Friday/Saturday and midday Saturday; and

ii. time one (T1.0) in addition to the ordinary hourly rate of pay for ordinary hours worked after midday Saturday until midnight Sunday/Monday

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 (as defined in clause 1.6). (See clauses 7.4 to 7.8 for further clarification.)

c) Night rate – applies to ordinary hours of duty (other than overtime) that fall between 2000hrs and until the completion of a rostered night duty from midnight Sunday/Monday to midnight Friday/Saturday and shall be paid at quarter time (T0.25) in addition to the ordinary hourly rate of pay (as defined in clause 1.6).

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

3 CALL BACKS

3.1 Call-back occurs when the employee:

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

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

Call-back is to be paid at the appropriate overtime rate (clauses 2.2.2 c) and d)) 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.

3.2 Transport

Where an employee who does not reside in employer accommodation 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.

Where an employee is "on call" the allowance set out in clause 4 below will be paid.

4 ALLOWANCES

4.4 On Call

4.4.1 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.

4.4.2 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.

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

4.4.4 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.

4.4.5 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.

4.4.6 An employee who is required to be on call and report on duty within 20 minutes shall have access to an appropriate locater or a cell phone.

4.4.7 Remote work while on call arrangements

a) 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:

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

   ii. their relevant overtime rate under clause 2.2 for the duration of the call where this is greater than 15 minutes.

b) Where more than one call is received and resolved within the same 15-minute period, the payment in 4.1.7(a)(i). shall only be made once or, where the time combined extends beyond 15 minutes, paid under 4.1.7(a)(ii) as one call.

c) Where the employee is unable to resolve the issue or provide the necessary assistance or is called back to the workplace in relation to the same issue, they shall be paid in accordance with clause 3.1 and will not receive the payment under this clause as well.

d) The requirements of clause 2.1.7 shall not apply where an employee provides assistance or resolves an issue remotely.

e) Notwithstanding the above, where an alternate remote on call payment or equivalent arrangements are formally in place at the commencement of this Collective Agreement these shall continue to operate on their terms until agreed otherwise by the parties.

4.5 Meal Allowance

A shift worker 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.

4.6 Higher Duties Allowance

4.6.1 A higher duties allowance shall be paid to an employee who, at the request of the employer is substantially performing the duties and carrying the responsibilities of a position or grade higher than the employee's own.

4.6.2 Except as provided for under clause 4.3.3, the higher duties allowance payable shall be $3.00 per hour provided a minimum of 8 consecutive hours of qualifying service is worked per day or shift.

4.6.3 Where an employee performs the duties of the higher position for more than five consecutive days, the allowance payable shall be the difference between the current salary of the employee acting in the higher position, and the minimum salary the employee would receive if appointed to that position.

4.6.4 It is recognised that on a day/shift basis, an employee performing these responsibilities may not fulfil all the substantive duties of a higher position.

4.7 Tikanga Māori Pūtea

4.7.1 He pūtea tēnei mā ngā kaimahi kāhore anō rātou i mahia ēnei whakaritenga Pūkenga Māori i a te ra, i a te ra. He pūtea mā ngā kaimahi e mahi ana i ngā Pūkenga Māori hei whakamana, hei piki ake i te mana o Te Whatu Ora.

4.7.2 E ora ana tēnei whakaritenga mā i a whiringa kōrero kia arotake.

Whakapākehatia:

Tikanga Māori Pūtea/Allowance

4.7.3 A Pūtea will be paid where, by mutual agreement, the kaimahi will deliver Pūkenga Māori on behalf of the service or organisation, where this knowledge is not recognised in their role or remuneration.

4.7.4 The Pūtea shall be valued by the frequency and regularity of delivery described in an Allowance Matrix cited in Appendix G.

4.7.5 Where the delivery of Pūkenga Māori exceeds 48 hours per quarter x 4, their role will be rescoped.

4.7.6 This process for Pūtea is open for review and evaluation at each successive bargaining round.

4.7.7 This clause will come into effect from April 2024.

4.8 Duly Authorised Officer (DAO) and Authorised Officers Allowance

From 1 December 2025 employees who are designated as Duly Authorised Officers or Authorised Officers shall receive a $3,500 annual allowance payable fortnightly. The allowance will be paid pro rata for part time staff. Those employees already in receipt of a higher allowance as at 30 November 2025 will be entitled to continue to receive the higher allowance.

See Appendix B for District-specific provisions for Canterbury and the Capital and Coast CAT team.

4.9 Duly Authorised Officer means an employee appointed by the Director of Area Mental Health Services to undertake Duly Authorised Officer role and function as defined under S93 (Duly Authorised Officers) of the Mental Health (Compulsory Assessment and Treatment) Act 1992. Authorised Officer means an employee appointed to undertake the Authorised Officer role and function as defined in s91 (Authorised Officers) of the Substance Addiction (Compulsory Assessment and Treatment) Act 2017.

5 REMUNERATION

5.1 Application of All Salary Scales

5.1.1 Full Time Salary Rates

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

5.1.2 Designated Positions

a) The Degree and non-Degree scales provide for separate salary scales for the appointment of staff to Designated Positions. These are positions that have been formally established as Designated Positions by the employer. Designated Positions are positions commonly involving both advanced clinical/technical practise /leadership and/or management responsibilities. Holders of Designated Positions usually have job titles, for example, Team Leader, Section Head, or Professional Advisor and appointment normally occurs after advertising of the position.

b) The employer will determine the appropriate band for a Designated Position having regard to the duties, responsibilities and scope of the position relative to other positions with the employer. The parties acknowledge that Health NZ intend to introduce a common job sizing methodology for Designated positions to assist in determining appropriate allocation to a Designated band. Te Whatu Ora will engage with the PSA throughout this process.

5.1.3 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 be subject to the specified minimum and maximum steps for the specific occupation and take into account the placement of current employees employed in the same role.

5.2 Clinical/degree-qualified scales

5.2.1 Access to this scale is for the range of positions under coverage of this Collective Agreement that generally require a minimum relevant three-or four-year University degree or equivalent to enter the profession. This requirement will in most instances be set by the relevant Regulatory Authority under the Health Practitioners Competence and Assurance Act (HPCAA) but may include by the accepted registration bodies for professions not subject to the HPCAA, or by explicit requirement by the employer as a minimum qualification.

5.2.2 The parties recognise that historically, Allied Health professions have not always required a university degree as an entry point to the profession. This clause is not intended to exclude employees who:

a) do not hold a university degree but who have achieved registration with their regulatory authority; or

b) hold a position for which the current requirement is to have a university degree and/or registration but who does not hold that university degree.

5.2.3 Subclause 5.2.2 does not act to exclude any employee who was paid on the Allied & Public Health Salary Scale or Alcohol & Other Drug Clinical scale in a regional MECA that preceded this Agreement nor does it act to include any employee who was paid on a salary scale other than the Allied & Public Health Salary Scale in a regional MECA that preceded this Agreement, unless otherwise agreed.

5.2.4

Positions Covered
Degree-based Allied, Public Health & Technical Pay Scale (incl Level 3 Health & Clinical Support Workers)
Medical Laboratory Scientists
Level 3 Hauora Māori Workers
Genetic Counsellors/Associates

5.2.5 **Designated positions scale**

Designated Grade	Step	2-Sept-24	1-Dec-25	7-Dec-26
Designated F	**4***	$151,410	$155,195	$158,299
	3	$147,290	$150,972	$153,992
	2	$143,170	$146,749	$149,684
	1	$139,050	$142,526	$145,377
Designated E	**3**	$139,050	$142,526	$145,377
	2	$135,960	$139,359	$142,146
	1	$132,870	$136,192	$138,916
Designated D	**3**	$132,870	$136,192	$138,916
	2	$130,295	$133,552	$136,223
	1	$127,720	$130,913	$133,531

Designated C	**3**	$127,720	$130,913	$133,531
	2	$125,145	$128,274	$130,839
	1	$122,570	$125,634	$128,147
Designated B	**3**	$122,570	$125,634	$128,147
	2	$119,995	$122,995	$125,455
	1	$117,420	$120,356	$122,763
Designated A	**3**	$117,420	$120,356	$122,763
	2	$114,330	$117,188	$119,532
	1	$111,240	$114,021	$116,301

* = Recognition Step (see clause 5.2.11)

5.2.6 Designated position scale – Placement & Progression

a. The employer will place staff appointed to Designated Positions into a specific grade based on:

i. the relevant career framework; and

ii. taking into account relativity with the grading of existing designated positions within the service, District and across the employer.

The parties have committed to undertake work to develop a common job-sizing methodology to underpin the operation of the Designated Positions scale.

b. 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.

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

5.2.7 **Core salary scale**

Step	2-Sept-24	1-Dec-25	7-Dec-26
Recognition step 10	$116,390	$119,300	$121,686
Recognition step 9	$113,300	$116,133	$118,455
Additional Progression Step 8	$110,210	$112,965	$115,225
Step 7	$107,600	$110,290	$112,496
Step 6	$104,794	$107,414	$109,562
Step 5	$100,163	$102,667	$104,720
Step 4	$94,394	$96,754	$98,689
Step 3	$88,627	$90,843	$92,660
Step 2	$82,856	$84,927	$86,626
Step 1	$77,087	$79,014	$80,594

5.2.8 Commencing Salaries

The minimum entry level for disciplines covered by the Allied and Public Health salary scale shall be:

a) Step 1 where the minimum professional requirements is a three or four-year Bachelor degree

b) Step 2 where the minimum professional qualification for practice is a Bachelor degree plus a one year internship or up to 2 years of graduate qualification

c) Step 3 where the minimum professional qualification for practice is a Bachelor degree and a 2 year graduate or Master's Degree qualification

The minimum professional requirements are those specified by the relevant registration body. There is no provision for a higher commencing salary for individuals holding a higher qualification than the minimum professional requirement.

5.2.9 Progression – Automatic Steps

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

b) Notwithstanding the above,

i. no Clinical Physiologist may progress beyond step 2 without having completed the requirements of supervised practice and obtained professional certification in accordance with the requirements of the Clinical Physiology Registration Board

ii. from 1 November 2021, Pharmacy Interns shall be appointed on step 1 of the Degree based scale but shall not progress to step 2 until they have completed their internship.

5.2.10 Additional Progression Step

a) The Clinical/degree qualified core salary scale includes an Additional Progression Step (Step 8). 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 on the Health NZ website.

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.

5.2.11 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 Appendix A to this Agreement.

5.2.12 Minimum steps for certain advanced practice roles

a) Recognition of Advanced Cardiac Physiology qualifications.

i. A Clinical Physiologist who holds the following qualification/certification will be paid a minimum of step 9.

- Cardiac Electrophysiology Institute of Australasia (CEPIA) Graduate Diploma of Cardiac Electrophysiology
- International Board of Heart Rhythm Examiners (IBHRE) certification:
  - Cardiac Device Specialist (CCDS) or
  - Electrophysiology Specialist (CEPS)
- North American Society of Pacing and Electrophysiology (NASPE) certification

ii. Merit progression for steps above this minimum continues.

From 1 April 2025, the Anaesthetic Technicians Annual Practising Certificate (APC) will no longer specify Medical Sciences Council-endorsed expanded practice. This change is because the relevant training is now considered part of the standard Anaesthetic Technicians qualification rather than an expanded practice component.

For the duration of the 2025 – 2027 Collective Agreement, Anaesthetic Technicians who are on a Step 8 or Step 9 and are required by the employer to complete training previously identified as expanded practice on the APC will have this training recognised and documented through the GEPP assessment process within a reasonable timeframe. Progression will apply from the date the required training is completed.

5.2.13 Medical Laboratory Scientists – Intern

Step	2-Sept-24	1-Dec-25	7-Dec-26
Intern	$71,070	$72,847	$74,304

a) On achieving full registration, a Medical Laboratory Scientist – Intern shall move to step 1 on the clinical/degree-based core scale and this will become their anniversary date for the purpose of progression through the automatic steps

5.3 Technical/non-degree qualified scales

5.3.1 Access to this scale is for the range of positions under coverage of this Collective Agreement that do not require a degree-level qualification.

5.3.2

5.3.3 Designated Positions

Designated Scale	2-Sept-24	1-Dec-25	7-Dec-26
Designated 4	$97,850	$100,296	$102,302

Designated 3	$94,378	$96,737	$98,672
Designated 2	$91,749	$94,043	$95,924
Designated 1	$89,197	$91,427	$93,255

a) The employer will place staff appointed to Designated Positions into a specific grade based on:

i. the relevant career framework; and

ii. taking into account relativity with the grading of existing designated positions within the service, District and across the employer.

b) Movement into the designated salary scales and movement through the designated salary scale is by appointment to a higher graded position. Progression does not occur between the designated salary scales.

5.3.4 Core Scales

a) Group B includes the following occupational groups:

i. Allied, Dental & Public Health Assistants (other than Pharmacy and Laboratory Assistants)

ii. Audiometrists

iii. Clinical Physiology Technicians

iv. Hauora Māori Workers - Levels 1 and 2

v. Health and Community/Clinical Workers - Levels 1 and 2

vi. Interpreters

vii. Medical Laboratory Technicians (incl. Pre-Analytical Technicians and Mortuary Technicians)

viii. Pharmacy Technicians

ix. Vision Hearing Testers/Technicians/Technical Officers and Newborn Hearing Screeners

x. Sterile Sciences Technicians

Core Scale - Group B	2-Sept-24	1-Dec-25	7-Dec-26
Step 7	$86,719	$88,887	$90,665
Step 6	$82,785	$84,855	$86,552
Step 5	$79,039	$81,015	$82,635
Step 4	$75,471	$77,358	$78,905
Step 3	$72,074	$73,876	$75,353

b) Group A includes the following occupational groups:

i. Electrocardiograph (ECG) Technicians

ii. Laboratory Assistants

iii. Pharmacy Assistants

iv. Trainee Sterile Sciences Technicians

v. Trainee Laboratory Technicians (incl. Pre-Analytical, Phlebotomists and Specimen Services Technicians)

vi. Trainee Pharmacy Technicians

Core Scale - Group A	2-Sept-24	1-Dec-25	7-Dec-26
Step 5	$79,039	$81,015	$82,635
Step 4	$75,471	$77,358	$78,905
Step 3	$72,074	$73,876	$75,353
Step 2	$68,838	$70,559	$71,970
Step 1	$65,842	$67,488	$68,838

c) Progression through the steps included within each of groups A and B will be on an annual basis, on the employee's anniversary date. Progression does not occur beyond the top step of each group.

d) Notwithstanding the above, the exceptions include:

i. Trainee Sterile Sciences Technicians will move through the steps with their training year corresponding to the salary step to a maximum of step 2.

ii. Trainee Laboratory (including Pre-Analytical) Technicians and Laboratory (including Pre-Analytical) Technicians with Provisional Registration will move through the steps with their training year corresponding to the salary step to a maximum of step/year 2.

iii. Any progression rules in existence prior to 1 June 2023 relate to training and qualification and provide for progression other than on an annual basis (either more or less frequent), will remain, with necessary modifications to reflect the new step numbering.

e) Movement between groups A and B shall only be on the basis of appointment to a higher graded position.

5.4 Psychologists

Step	2-Sept-24	1-Dec-25	7-Dec-26	
14	$150,000	$153,750	$156,825	M
13	$145,000	$148,625	$151,598	M
12	$140,000	$143,500	$146,370	M
11	$135,000	$138,375	$141,143	M
10	$130,000	$133,250	$135,915	A [C]
9	$125,000	$128,125	$130,688	A [C]
8	$120,000	$123,000	$125,460	M [C]
7	$115,000	$117,875	$120,233	A
6	$110,000	$112,750	$115,005	A
5	$105,000	$107,625	$109,778	A
4	$100,000	$102,500	$104,550	A
3	$95,000	$97,375	$99,323	A
2	$90,000	$92,250	$94,095	A
1	$85,000	$87,125	$88,868	A

M = Merit Progression (see clause 5.4.2), A = Automatic Annual Progression

Psychologist - Interns

Step	2-Sept-24	1-Dec-25	7-Dec-26	
2	$70,112	$71,865	$73,302	A
1	$66,319	$67,977	$69,337	A

A = Automatic Annual Progression

5.4.1 Progression

a) Automatic annual increments will continue for those on automatic progression steps. The increments will be implemented on the anniversary date of the individual.

b) Progression to step 8 shall be subject to the merit process set out in Appendix D. Thereafter, progression to step 9 and from step 9 to step 10 shall occur on an annual basis subject to continuing to a meet the Consultant Psychologists competencies as assessed in their annual performance review. Progression shall not be withheld where, through no fault of the individual, an annual performance review is not undertaken.

5.5 Sonographers

Step	4 Sept-23	1 Dec-25	
11	$137,710	$162,167	M
10	$133,929	$157,444	M
9	$130,517	$153,121	M
8	$127,106	$149,220	M
7	$123,697	$145,320	M
6	$120,285	$141,423	M
5	$115,807	$137,522	A
4	$112,430	$132,402	A
3	$109,052	$128,541	A
2	$105,676	$124,679	A
1	$102,298	$120,819	A

Sonographers - Trainees

Step	4 Sept-23	1 Dec-25	
2	$79,330	$87,550	A
1	$75,144	$82,400	A

5.5.1 Progression

a) Progression from step 1 to step 2 of the Trainee scale shall be by way of automatic annual increment.

b) Progression through the scale from step 1 to step 5 shall be by way of automatic annual increment.

c) Progression to step 6 shall be through Merit.

d) Designated positions shall be appointed to a minimum step 6. There shall be no automatic progression for designated positions. Progression to a higher step shall be dependent on job content, skill shortage, responsibilities of the position, and the employee's level of performance. Progression shall recognise that clinical skill, knowledge and responsibility, as well as managerial and leadership responsibilities shall be rewarded.

e) Notwithstanding the above:

i. the minimum step payable to a specialist, unit or area charge shall be step 6. The employee shall progress to step 7 on the achievement of mutually agreed objectives set prospectively at their performance review undertaken when the employee is on step 6. Progression shall not be denied where a performance review is not completed through no fault of the employee or where work objective are not met due to work reassignment directed by the employer.

ii. the minimum step payable to a charge sonographer shall be step 9. The employee shall progress to step 10 through merit or after two years of satisfactory performance in the Charge role.

Reporting Sonographers

Step	1-Dec-25	
11	$173,253	M
10	$168,207	M
9	$163,651	M
8	$159,749	M
7	$155,851	M
6	$151,950	A
5	$146,691	A
4	$142,830	A
3	$138,968	A
2	$135,107	A
1	$131,247	A

5.5.2 Reporting Sonographer progression

Movement through the Reporting Sonographer salary scale to step 6 shall be by automatic annual increments.

Reporting Sonographers will progress to Step 7 on the achievement of mutually agreed objectives set prospectively at the performance review undertaken when the employee is on Step 6. Progression shall not be denied where a performance review is not completed through no fault of the employee or where work objectives are not met due to work reassignment directed by the employer.

The minimum step payable to a sole Specialist Reporting Sonographer shall be step 8.

The minimum step payable to a Charge Reporting Sonographer shall be step 10.

5.6 Medical Physicists

Designation	Step	4 Sept-23	Designation	Step	1-Dec-25	7 Dec-26
	15	$161,600		14	$175,890	$179,408
Chief Physicist min step	14	$156,600	Chief Physicist min step	13	$170,560	$173,971
	13	$150,400		12	$164,103	$167,385
Principal Physicist min step	12	$145,300	Principal Physicist min step	11	$158,670	$161,843
	11	$141,900		10	$155,083	$158,184
	10	$138,500		9	$151,495	$154,525
	9	$135,200		8	$148,010	$150,970
	8	$131,800		7	$144,423	$147,311

	7	$126,700	Senior Physicist min step	6	$137,965	$140,724
Senior Physicist min step	6	$122,800		5	$133,865	$136,542
	5	$118,900		4	$129,765	$132,360
	4	$115,000		3	$125,665	$128,178
	3	$111,100		2	$121,565	$123,996
	2	$107,200		1	$117,363	$119,710
Medical Physicist	1	$103,300				

Registrars	Step	4 Sept-23	1 Dec-25	7 Dec-26
PhD/MSc only	6	$85,400	$96,453	$98,382
	5	$80,500	$91,328	$93,154
	4	$75,700	$86,305	$88,031
PhD minimum	3	$71,600	$79,848	$81,444
MSc minimum	2	$68,500	$76,568	$78,099
	1	$65,400	$73,288	$74,753

5.6.1 "Registrar in medical physics" (Medical Physics Registrar) means a person appointed on a fixed term basis within a District to allow that employee to undertake training under a recognized postgraduate training programme by the ACPSEM (Australasian College of Physical Scientists and Engineers in Medicine). Employment ceases on completion of the training programme or on leaving the training programme, unless the employee is offered continuing employment as a medical physicist.

5.6.2 Physics Registrars shall move through their scale by automatic annual increment to minimum step 6 on their scale except that step 6 shall only be available to those with a PhD or MSc.

5.6.3 Medical physicists shall move through their scale by automatic annual increment to step 6. Thereafter progression shall be on merit, dependent on job content, skill shortage, responsibilities of the position, or the employee's level of performance. Progression shall recognise that clinical skill, knowledge and responsibility, as well as managerial and leadership responsibilities shall be rewarded.

5.6.4 Senior medical physicists shall be paid a minimum step 6. Thereafter progression shall be on merit, dependent on job content, skill shortage, responsibilities of the position, or the employee's level of performance. Progression shall recognise that clinical skill, knowledge and responsibility, as well as managerial and leadership responsibilities shall be rewarded.

5.6.5 From 1 December 2025, Principal medical physicists shall be paid a minimum step 11. Thereafter progression shall be on merit, dependent on job content, skill shortage, responsibilities of the position, or the employee's level of performance. Progression shall recognise that clinical skill, knowledge and responsibility, as well as managerial and leadership responsibilities shall be rewarded.

5.6.6 Chief Physicists/Team Leader shall be paid a minimum step 13. Thereafter progression shall be on merit.

5.6.7 Medical Physicists who are not accredited by ACPSEM (or an equivalent accreditation acceptable to the employer) will not be able move through the salary scale beyond step 4.

Where a non accredited Medical Physicist is already on a step higher than step 4 their salary will be grandparented along with their current progression criteria.

5.6.8 Except that:

a) the minimum step payable to a registrar with MSc or equivalent shall be step 2 of the registrar scale.

b) the minimum step payable to a registrar with PhD or equivalent shall be step 3 of the registrar scale.

c) the minimum payable to an employee qualified as a medical physicist having obtained the ACPSEM accreditation or equivalent shall be step 1 of the medical physicist scale.

d) Progressing from the Registrar scale to that of Medical Physicist requires the employee to be recognised as qualified in medical physics having obtained the ACPSEM accreditation or equivalent.

5.7 Salary Increments While on Study Leave

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

5.8 Payment of Salary

5.8.1 Employees will be paid fortnightly in arrears by direct credit. Where significant errors have occurred as a result of employer action or inaction, corrective payment must be made within one working day of the error being brought to the employer's attention. All other instances corrective payments will be made as soon as practicable, but no later than the next fortnightly pay period. The parties also acknowledge that the financial impact on the employee must be taken into consideration when determining when payment will be made.

5.8.2 Where an employee has taken leave in advance of it becoming due, and the employee leaves before the entitlement has accrued, the employer will deduct the amount owing in excess of entitlement from the employee's final pay.

5.8.3 Any monies agreed, as being owed by the employee to the employer upon termination will be deducted from the employee's final pay except where ongoing arrangements have been made for repayments to continue following termination of employment.

5.8.4 The employees shall complete timesheets as required by the employer. Wherever practicable any disputed items shall not be changed without first referring it to the affected employee.

5.8.5 Overpayment Recovery Procedures: Attention is drawn to the Wages Protection Act 1983. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.

5.8.6 The employer shall use its best endeavours to direct credit payment of wages into the employee's bank account one clear banking day prior to a public holiday.

6 ANNUAL LEAVE

6.1 Employees shall be entitled to 4 weeks' annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause, except that on completion of five years' recognised service the employee shall be entitled to 5 weeks' annual leave. For the purposes of this clause, "service" shall be as defined in clause 1.6.

6.2 Notwithstanding the above:

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

6.2.2 Annual leave arrangements for Dental/Oral Health Therapists and Assistants employed at some Districts are set out in Appendix F.

6.3 Shift Employees

Employees who work rotating shift patterns or those who work qualifying shifts shall be entitled, on completion of 12 months employment on shift work, to up to an additional 5 days annual leave, based on the number of qualifying shifts worked. The entitlement will be calculated on the annual leave anniversary date. Qualifying shifts are defined as a shift which involves at least 2 hours work performed outside the hours of 8.00am to 5.00pm, excluding overtime.

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

6.4 Employees who do not work shift work as defined in clause 6.3 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 6.3 are not entitled to leave under this subclause.

6.5 Conditions

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

a) Annual leave may be granted in one or more periods.

b) In accordance with the Holidays Act 2003, the employee shall be given the opportunity to take two weeks leave at one time.

c) Annual leave is able to be accrued to a maximum of two years entitlement.

d) Annual leave shall be taken to fit in with service/work requirements and the employee's need for rest and recreation.

e) When an employee ceases employment, wages shall be paid for accrued annual leave, including shift leave, and the last day of employment shall be the last day worked.

f) Part time employees shall be entitled to annual leave on a pro rata basis.

g) An employee may anticipate up to one year's annual leave entitlement at the discretion of the employer.

6.6 The provisions of the Parental Leave and Employment Protection Act 1987 shall apply in relation to annual leave when an employee takes a period of parental leave or returns to work from parental leave in accordance with clause 10 of the Agreement.

7 PUBLIC HOLIDAYS

7.1 The following days shall be observed as public holidays:

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

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

7.2.1 Where an employee is required to work that Saturday or Sunday the holiday shall, for that employee, be observed on that Saturday or Sunday and transfer of the observance will not occur. For the purposes of this clause an employee is deemed to have been required to work if they were rostered on duty, or on-call and actually called in to work. They are not deemed to have been required to work if they were on-call but not called back to work.

7.2.2 If an employee is rostered on duty (i.e. does not apply to on-call work) on that Saturday or Sunday but does not work, they will be paid relevant daily pay for the day, and transfer of the observance will not occur.

NOTE: When the public holiday for the employee is observed on the Saturday or Sunday, the weekday is treated as a normal working day for that employee, subject only to the possible payment of weekend rates in accordance with clause 7.5 below.

7.2.3 Where an employee is not required to work that Saturday or Sunday, observance of the holiday shall be transferred to the following Monday and/or Tuesday in accordance with the provisions of Sections 45 (1) (b) and (d) of the Holidays Act 2003. For the purposes of this clause an employee is deemed NOT to have been required to work if they were NOT rostered on duty, or on-call, or were on-call but not called back to work.

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

7.4 When employees work on a public holiday which would otherwise be a working day for the employee, they will be paid the rate as set out in cl.2.2.3(b) (time one (T1) in addition to the ordinary rate of pay) for each hour worked and they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.

7.5 Should Christmas Day, Boxing Day, New Year's Day or 2 January fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 7.4 for time worked on the public holiday and then at weekend rates for the time worked on the corresponding weekday. Only one alternative holiday will be granted in respect of each public holiday.

7.6 Should Waitangi Day or Anzac Day fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out) on both the public holiday and the weekday to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 7.4 for time worked on the public holiday and then at ordinary rates for

the time worked on the Monday. Only one alternative holiday will be granted in respect of each public holiday.

7.7 An employee who is on call on a public holiday as provided above, but is not called in to work, shall be granted an alternative holiday, except where the public holiday falls on a Saturday or Sunday and its observance is transferred to a Monday or Tuesday which the employee is required to work, in which case an alternative holiday shall be granted in respect to the transferred day only and taken and paid as specified in the Holidays Act 2003.

7.8 Those employees who work a night shift which straddles a public holiday, shall be paid at public holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the shift. One alternative holiday shall apply in respect of each public holiday or part thereof worked.

7.9 Off duty day upon which the employee does not work:

7.9.1 Fulltime employees

Where a public holiday, and the weekday to which the observance of a public holiday is transferred where applicable, are both rostered days off for an employee, they will be granted one alternative holiday in respect of the public holiday.

7.9.2 Part-time employees

Where a part-time employee's days of work are fixed, the employee shall only be entitled to public holiday provisions if the day would otherwise be a working day for that employee.

Where a part-time employee's days are not fixed, the employee shall be entitled to public holiday provisions if they worked on the day of the week that the public holiday falls more than 40 % of the time over the last three months. Payment will be relevant daily pay

7.10 Public holidays falling during leave:

7.10.1 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.

7.10.2 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 holiday is observed.

7.10.3 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.

8 BEREAVEMENT/ TANGIHANGA LEAVE

8.1 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a Tupapaku/deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent) or hura kōhatu / unveiling. Bereavement / Tangihanga Leave is

available for miscarriage and still birth. The length of time off shall be at the discretion of the employer and should not be unreasonably withheld and will be exercised in accordance with the Holidays Act 2003.

8.2 If bereavement occurs while an employee is absent on annual leave, sick leave on pay or any other special leave on pay, such leave may be interrupted, and bereavement leave granted in terms of clause 8.1.

8.3 This provision will not apply if the employee is on leave without pay.

8.4 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally appropriate manner, especially in the case of Tangihanga.

8.5 The employer agrees that on application, it may be appropriate, to grant leave without pay in order to accommodate various special bereavement needs not recognised in clause 8.1 above.

9 SICK & DOMESTIC LEAVE

In applying the provisions of this clause, the parties note:

a) their agreed intent to have healthy staff and a healthy workplace

b) that staff attending work unwell is to be discouraged and the focus is on patient and staff safety

c) that they wish to facilitate a proper recovery and a timely return to work

d) that staff can have sick leave and domestic absences calculated on an hourly basis.

9.1 In accordance with the Holidays Act 2003 (as amended) on appointment to the employer, a full-time employee shall be entitled to ten (10) working days leave for sick or domestic purposes during the first twelve months of employment, and up to an additional ten (10) working days for each subsequent twelve-month period.

The 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.

9.2 Absences of two hours or less

Sick leave is to be debited on an hour-for-hour basis except for absence of two hours or less shall not be debited against sick leave where the absence is to attend scheduled health appointments related to an illness or injury, or the monitoring and treatment of medical issues, 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.

9.3 Additional Discretionary Leave

9.3.1 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 9.

9.3.2 In considering the next five (5) days discretionary leave under this clause the employer shall take into account the following:

a) The employee's length of service

b) The employee's attendance record

c) The consequences of not providing the leave

d) Any unusual and/or extenuating circumstances

9.3.3 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.

9.4 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.

9.5 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:

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

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

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

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

9.8 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.

9.8.1 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.

9.8.2 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.

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

9.9 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:

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

9.9.2 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 9.9 and 9.9.1 above apply.

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

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

9.11 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 employer'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.

9.12 ACC and Sick Leave

9.12.1 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.

9.12.2 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.

9.12.3 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.

9A FAMILY VIOLENCE LEAVE

The employer is committed to supporting staff that experience family violence, and staff seeking to address their issues with violence as and when occurrence of the violence is raised with the employer.

Employees affected by family violence have rights under the Employment Relations Act 2000, Holidays Act 2003 (relating to Family Violence Leave (ss72A-72)) and the Human Rights Act 1993.

In addition, any staff member experiencing family violence should talk to their manager or Human Resources Department regarding the support available under the employer's Family Violence (or equivalent) policy.

10 PARENTAL LEAVE

10.1 Statement of principle - The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave and is to be read in conjunction with the Parental Leave and Employment Protection Act 1987 (referred to as the Act in this clause 10), provided that where this clause 10 is more favourable to the employee, the provisions of this clause 10 shall prevail.

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

10.2.1 in respect of every child born to them or their partner.

10.2.2 in respect of every child up to and including five years of age, adopted by them or their partner.

10.2.3 where two or more children are born at the same time or adopted within a one-month period, for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.

Note: Whāngai arrangements are included in situations where the employee becomes a primary carer for one or more children.

10.3 Length of Parental Leave

10.3.1 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.

10.3.2 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.

10.3.3 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.

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

Except as provided for in 10.15, Parental Leave is unpaid.

10.4 In cases of adoption of children of less than five years of age, parental leave shall be granted in terms of 10.2 and 10.3 above, providing the intention to adopt is notified to the employer immediately following advice from Child, Youth and Family 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.

Note: Whāngai arrangements are included as primary care placements for the purposes of this clause.

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

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

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

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

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

10.9 Job protection

10.9.1 Subject to 10.10 below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:

a) at the equivalent salary, grading;

b) at the equivalent weekly hours of duty;

c) in the same location or other location within reasonable commuting distance; and

d) involving responsibilities broadly comparable to those experienced in the previous position.

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

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

10.10 Ability to Hold Position Open

10.10.1 Where possible, the employer must, hold the employee's position open or fill it temporarily until the employee's return from parental leave. However, in the event that the employee's position is a "key position" (as contemplated in the Parental Leave and Employment Protection Act 1987), the employer may fill the position on a permanent basis.

10.10.2 Where the employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 10.9.1 (a) above) is not available, the employer may approve one of the following options:

a) an extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or

b) an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 10.10.2 (a) above for up to 12 months; or

c) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 10.10.2 (a) above for up to 12 months:

Provided that, if a different position is accepted and within the period of extended parental leave in terms of 10.10.2 (a), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or

d) where extended parental leave in terms of 10.10.2 (a) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 31.4 of this Agreement.

10.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 10.9.1 above, parental leave shall cease.

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

10.13 Parental leave absence filled by temporary appointee - If a position held open for an employee on parental leave is filled on a temporary basis, the employer must inform the

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

10.14 Employees on parental leave may from time to time and by agreement work occasional duties during the period of parental leave and this shall not affect the rights and obligations of either the employee or the employer under this clause.

10.15 Paid Parental Leave

a) Where an employee takes parental leave under this clause 10, meets the eligibility criteria in 10.2 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full time) for a period of fourteen (14) weeks.

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

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

d) Where 10.3.4 applies and both partners are employed by the employer, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

10.16 Reappointment After Absence Due To Childcare

10.16.1 Employees who resign to care for a dependent pre-school child or children may apply to their former employer for preferential appointment to a position which is substantially the same in character and at the same or lower grading as the position previously held.

10.16.2 Parental leave is a distinct and separate entity from absence due to childcare.

10.16.3 The total period of childcare absence allowed is four years plus any increases in lieu of parental leave. Longer absence renders a person ineligible for preferential appointment.

10.16.4 Persons seeking reappointment under childcare provisions must apply to the former employer at least three months before the date on which they wish to resume duties.

10.16.5 This application for reappointment must be accompanied by:

a) The birth certificate of the pre-school child or children; and

b) A statutory declaration to the effect that the absence has been due to the care of a dependent pre-school child or children, that the four-year maximum has not been exceeded, and that paid employment has not been entered into for more than 15 hours per week. Where paid employment has exceeded 15 hours per week the reappointment is at the CEO's discretion.

10.16.6 The employer shall make every effort to find a suitable vacancy for eligible applicants as soon as their eligibility for preferential re-entry is established. Appointment to a position may be made at any time after the original notification of intention to return to work, provided the appointee agrees.

10.16.7 Where:

a) The applicant meets the criteria for eligibility; and

b) There exists at the time of notification or becomes available within the period up to two weeks before the intended date of resumption of duties a position which is substantially the same in character and at the same or lower grading as the position previously held; and

c) The applicant has the necessary skills to competently fill the vacancy; then the applicant under these provisions shall be appointed in preference to any other applicant for the position.

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

10.16.9 The period of absence will not count as service for the purpose of sick leave, annual leave, retiring leave or gratuities, long service leave or any other leave entitlement.

11 JURY SERVICE/WITNESS LEAVE

11.1 Employees called on for jury service 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.

11.2 An employee called on for jury service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain the juror's fees (and expenses paid).

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

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

11.5 Where an employee is required to be a witness in a matter arising out of his/her employment, he/she shall be granted paid leave at the salary rate consistent with their normal rostered duties. The employee is to pay any fee received to the Employer but may retain expenses.

12 LEAVE TO ATTEND MEETINGS

12.1 The Employer shall grant paid leave (at ordinary rates) to employees required to attend formal meetings of registration body (except where the matter arises out of employment with another employer) and the PSA Board.

12.2 Paid leave shall also be granted where an employee is required to attend meetings of Boards or Statutory Committees provided that the appointment to the Board or Committee is by ministerial appointment.

12.3 Any remuneration received by the Employee for the period that paid leave was granted shall be paid to the Employer.

13 LONG SERVICE LEAVE

13.1 An employee shall be entitled to long service leave of one week upon completion of a five-year period of recognised service as defined in Clause 1.6. 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.

13.2 Long Service Leave will be paid for each week of leave on the same basis as annual leave (clause 6) in accordance with the Holidays Act 2003. This will be based on the employees FTE status at the time of taking the leave. Wherever practicable long service leave is to be taken in periods of not less than a week.

13.3 For the purposes of 13.1 recognised service shall be from 1 October 2008 unless the employee has an ongoing or grand-parented provision.

For employees with an ongoing or grand-parented provision, the following shall apply. The employee shall accrue the entitlement in accordance with clause 13.1 above, with their service being deemed to commence, for the purpose of this calculation, on the date service was previously deemed to commence under the scheme. Any long service leave actually taken, shall be deducted from that entitlement and the residue shall become the remaining entitlement. That shall be added to any further accrual, with the leave being taken in accordance with clause 13.1 above.

13.4 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.

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

13.6 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.

14 LEAVE WITHOUT PAY

Fulltime or part-time employees are able to take 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.

15 HEALTH & SAFETY

15.1 The employer and employees shall comply with the provisions of the Health and Safety At Work Act 2015 and subsequent amendments. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken, including the provision of protective clothing/ equipment (as per clause 17 of this CA).

15.2 It shall be the responsibility of the employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided and is fit for purpose.

15.3 It shall be the responsibility of every employee covered by this agreement to work safely and to report any hazards, accidents or injuries as soon as practicable to the appropriate person. It is a condition of employment that safety equipment and clothing required by the employer is to be worn or used and that safe working practices must be observed at all times.

15.4 Attention is also drawn to the employer's policies and procedures on health and safety, this includes the Worker Participation Agreement (WPA). The Worker Participation Agreement, agreed between Health NZ and unions representing employees, includes commitments by Health NZ to support the work of health and safety representatives. This Collective Agreement should be read in conjunction with the Worker Participation Agreement when fulfilling the role of, or supporting the work of, Health and Safety Representatives

15.5 The employer recognises that to fulfil their function Health and Safety Representatives (HSRs) require adequate training, time and facilities. The Health and Safety at Work Act 2015 requires employers to allow a health and safety representative to spend as much time as is reasonably necessary to perform his or her functions or exercise his or her powers under the Act (clause 10(c), Schedule 2).

15.6 Health and Safety Representatives are protected from adverse conduct for a prohibited health and safety reason. Among other things, this means that disciplinary action cannot be taken against Health and Safety Representatives for carrying out their functions in good faith.

15.7 The parties to the Agreement recognise that effective Health and Safety Committees are the appropriate means for providing consultative mechanisms on Health and Safety issues in the workplace.

15.8 The parties understand that health and safety issues may arise. Eliminating, mitigating and addressing risks requires ongoing joint work between Health NZ, their employees, and their union representatives.

15.9 Parties acknowledge that it may not be possible to measure or identify these issues and associated risks in advance, and recognise it is important staff are able to participate and contribute to decision making about their and others' safety in real time.

15.10 The right to refuse unsafe work is outlined under Section 83 of the Health and Safety At Work Act 2015. When staff member/s exercise their right to refuse unsafe work, the employer will support the staff member/s and a review of the scenario will occur. The purpose of these reviews will be to learn from what occurred, and to take all necessary and reasonable steps to prevent or mitigate future occurrences. This process will be undertaken in good faith with a non-punitive approach. The Parties reiterate the importance of all those involved following the established reporting processes, including liaising with line managers/service managers.

15.11 Health NZ and PSA encourage all employees to actively use the relevant health and safety reporting system to record unsafe work situations/events, so we can capture this information accurately to assist in the review/evaluation process.

15.12 Health and Safety Committees will be briefed by the local H & S manager on relevant reviews and learnings of situations/events, being mindful of privacy requirements

16 ACCIDENTS – TRANSPORT OF INJURED EMPLOYEES

16.1 Transport of injured employees – Where the accident is work-related and the injury sustained by the employee necessitates immediate removal to a hospital, or to a medical practitioner for medical attention and then to their residence or a hospital, or to their residence (medical attention away from the residence not being required), the employer is to provide or arrange for the necessary transport, pay all reasonable expenses for meals and lodging incurred by or on behalf of the employee during the period she/he is transported, and claim reimbursement from ACC.

17 UNIFORMS, PROTECTIVE CLOTHING & EQUIPMENT

17.1 Where the employer requires an employee to wear a uniform, it shall be provided free of charge, but shall remain the property of the employer.

17.2 Suitable protective clothing, including foot/ eye/ hearing protection, shall be provided at the employer's expense where the duty involves a risk of excessive soiling or damage to uniforms or personal clothing or a risk of injury to the employee. Note that the foot protection above includes the employer's instruction that the employee wear specific shoes for infection control purposes. Where the employer and employee agree, the employee may purchase appropriate protective clothing/footwear/ prescription eyewear and the employer will reimburse actual and reasonable costs.

17.3 Damage to personal clothing – An employee shall be reasonably 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. Each case shall be determined on its merits by the employer.

18 REFUND OF ANNUAL PRACTISING CERTIFICATE AND CERTIFICATE OF COMPETENCY FEES

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

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

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

18.1.3 Any payment will be offset to the extent that the employee has received a reimbursement from another employer.

18.1.4 The Employer will only pay one APC unless there are operational requirements for an employee to maintain multiple APCs.

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

18.3 Competency Evaluation (Auckland/Te Toka Tumai, Counties Manukau & Waitemata Districts only)

18.3.1 Where the employee requires a professional competency (or like) evaluation to be performed by a recognised and accepted professional organisation for one-off registration or practice certification, or other reason associated with the employer's business, the employer shall refund the employee actual and reasonable expenses.

18.3.2 Where the employee obtains a professional competency evaluation in circumstances other than as a requirement of work, the employer may contribute towards incurred costs.

18.3.3 An employee may participate as a panel member in a competency evaluation process at the written request of a recognised and accepted professional organisation for one-off registration or practice certification or other reason associated with the employer's business only with the agreement of the employer. The employer shall refund the employee actual and reasonable expenses.

19 INITIAL REGISTRATION COSTS

It is anticipated that, during the term of this Agreement, a number of professions will be legally required to register with an Authority, as defined by the Health Practitioners' Competence Assurance Act 2003.

The employer will reimburse actual costs up to a maximum of $500 towards the initial registration costs where:

a) The employee is employed by Health NZ at the time that the profession is required to register; and

b) Where registration under legislation is a requirement for the job.

Where the employer requires the employee to become registered as a requirement of the employee's continuing employment, but registration with a regulatory body is not mandatory, the employer will reimburse actual costs up to a maximum of $500 towards the initial registration costs where the employee is employed by the employer at the time that profession is required to register. Should registration of that profession with a regulatory body become mandatory, the employer will not be required to reimburse additional monies.

20 PROFESSIONAL ASSOCIATION FEES

20.1 Employees will be reimbursed (on presentation of official receipts) the membership fee of no more than one professional association per annum (as listed below) up to the maximum level set out below if:

20.1.1 the membership is directly relevant to the employee's duties; and

20.1.2 the professional association does not act as the acting union for its members. Where an association does become the acting union, it will be removed from the list.

20.2 The parties will review the composition of this list and the amounts payable at each negotiation. The list may be amended as agreed by the parties.

20.3 Provided that, if the employee also works for another organisation or in private practice, the employer will only be required to pay the amount on a pro-rata basis.

Addiction Practitioners' Association Aotearoa New Zealand	$86.50
Aotearoa New Zealand Association of Social Workers	$259
Australasian Sleep Technologists Association	$100
Australasian Society of Diagnostic Genomics	$25
Australasian Society of Genetic Counsellors	$55
Australia and New Zealand Society of Respiratory Science	$143
British & Irish Orthoptic Society	$277
Dietitians New Zealand	$427
Hospital Play Specialists' Association of Aotearoa/ New Zealand Inc	$70
Human Genetic Society of Australasia & SIG	$400
New Zealand Anaesthetic Technicians' Society	$100
New Zealand Association of Child & Adolescent Psychotherapists	$250
New Zealand Association of Counsellors	$340
New Zealand Association of Hand Therapists Inc.	$105
New Zealand Association of Psychotherapists	$320

New Zealand Audiological Society	$500
New Zealand College of Clinical Psychologists	$350
New Zealand Oral Health Association (NZOHA)	$250
New Zealand Hospital Pharmacists' Association	$130
New Zealand Institute of Dental Technologists	$177.50
New Zealand Institute of Environmental Health	$140
New Zealand Institute of Healthcare Engineering	$100
New Zealand Institute of Medical Laboratory Scientists	$174.50
New Zealand Psychological Society	$403
New Zealand Society of Neurophysiological Technologists Inc	$16
New Zealand Speech-Language Therapists' Association	$350
New Zealand Sterile Sciences Association	$50
Occupational Therapy New Zealand	$414
Orthoptic Association of Australia	$158
Pharmaceutical Society of New Zealand Inc	$433
Physiotherapy New Zealand	$500
Podiatry NZ	$500
Public Health Association of New Zealand	$175
Society of Cardiopulmonary Technology NZ Inc.	$50
Vision Hearing Technicians Society	$19
Visiting Neurodevelopment Therapy Association	$30

20.4 Some collective agreements or District policies, in place prior to the commencement of this CA, have professional association fee provisions that are more favourable than those outlined above. Where more favourable conditions exist, these shall continue to apply.

20.5 Where the employer agrees, an individual may join an alternate professional association that is agreed as relevant to their practice and clinical setting and may be reimbursed the cost of membership up to the maximum specified in the table above for the equivalent professional association. For clarity, the provisions of 20.1 and 20.3 also apply to any alternate professional association.

20.6 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.

21 PROFESSIONAL DEVELOPMENT, EDUCATION & TRAINING LEAVE

21.1 Professional development is a way of valuing staff and is essential to the maintenance and development of a quality and efficient service. Staff maintaining and developing their roles is critical to the delivery of effective client care.

21.2 The objective of this clause is to ensure that the investment in training and development is commensurate with other groups similar to allied, public health and technical groups employed by Health NZ, that existing provisions are protected, and that PSA members are not disadvantaged compared to other employees whose entitlements continue during times of fiscal restraint.

21.3 Professional Development Fund

21.3.1 A Professional Development Fund of $400,000 per year will be available to support the professional development of employees in designated positions working towards advanced clinical practice and/or a relevant post-graduate qualification.

21.3.2 This Professional Development Fund is in addition to the professional development entitlements under clause 21.2.

21.3.3 Professional Development Fund Administration

The Professional Development Fund shall be administered by a National Professional Development Fund Committee (the Committee) chaired by the National Chief AHST (or their nominee) and operational leaders, with process oversight from a PSA Organiser.

Management of the fund must at least provide for the following:

- Ensure that the professional development is aligned to the achievement of health targets, clinical priorities and/or the Health NZ Workforce Plan.
- Is managed in a fair, transparent and consistent manner.
- The Committee will maintain a standard reporting record that includes:
  - Full financial records detailing the level and use of expenditure; and
  - Any declined applications and the reason for declination
- The reporting record shall be made available to PSA on request.

21.3.4 The Professional Development Fund will be reviewed at the end of the term of this Agreement.

21.4 Performance Appraisal and Professional Development Plans

21.4.1 Performance appraisal will be conducted annually and will record an agreed professional development plan. Participation in an annually agreed professional development plan is mutually beneficial and is a shared responsibility of the employee and her/his manager. The plan should:

a) Link to the employee's current position.

b) Align with the employee's career goals.

c) Align with the strategic direction and/or service plans of the employer.

d) Where applicable, assist the employee to meet the regulatory requirements to maintain professional competence.

e) Provide information and advice to employees regarding sources of and access to professional development funds/entitlements.

f) Require that employees share the knowledge and expertise gained from professional development as appropriate.

21.4.2 The allocation of professional development funds/ study leave will be agreed prospectively wherever practicable and will be based on the principles of transparency, fairness and consistency and link to annual performance appraisal.

21.4.3 Where an individual application for professional development, education or training leave and/or other support is declined by the manager, the employee must be given reasons for that decision as part of the response.

Review Process

Where an employee is dissatisfied with the outcome of their training and development application, they have the right to ask the manager's manager to formally review the decision within 1 month.

21.5 Training Plans

21.5.1 Each District in consultation with PSA, will develop a training and development plan covering PSA members. The plans will:

a) be designed to meet the requirements of the District and advance employee's individual skill and competence relevant to the service needs; and

b) comply with the professional development, education & training leave clauses in this agreement ensuring that information is be provided to employees regarding sources of and access to funds/entitlements.

21.6 Reporting Timeframes and Process

In individual Local Engagement Forums, the District and PSA representatives will agree professional development items that can be reported on and the reporting frequency of this information necessary to enable the parties to review the operation of the District's Training Plan.

21.7 Existing Entitlements, Consolidated Funds and Scholarships

The parties acknowledge that a range of professional development entitlements exist across the DHBs and include consolidated funds, individual entitlements and non-specified provisions. The grants, scholarships, reimbursement and leave practices in existence prior to 1 October 2008 shall continue in place in Districts where they apply.

21.8 The parties acknowledge that monitoring the application of these provisions is of mutual interest and arrangements shall be in place locally to ensure that these principles are consistently applied and that the needs of each party are met.

21.9 Learning Representatives

The PSA will establish elected delegate(s) at local District level as learning representatives to support and encourage individual uptake of appropriate learning & development opportunities and monitor the implementation of the training plan. The provisions of clause 29 in relation to the recognition and support of delegates will apply to these positions.

21.10 Attendance at Professional Development in non-work time

21.10.1 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 time is explicitly agreed and documented.

21.10.2 Where the employee works full-time, then by agreement with their manager, the employee may take equivalent time-off-in-lieu in the following working week instead of payment under 21.10.1.

21.10.3 Where the employee has a specified professional development leave entitlement (including pooled arrangements), then non-work days paid under 21.10.1 or time in lieu taken in 21.10.3 will be debited against this entitlement.

22 POLICIES AND PROCEDURES

22.1 All employees covered by the Agreement shall comply with the employer's policies and procedures in force from time to time, to the extent that such policies and procedures are not inconsistent with the terms and conditions of this Agreement.

22.2 The union will be consulted regarding any additions/amendments to those policies and procedures, where such additions/amendments have a material effect on employees' conditions of employment. Failure to consult shall not void any additions/ amendments.

NB: These provisions do not override the requirements of s.27 of the Pae Ora (Healthy Futures) Act 2023.

23 INSURANCE PROTECTION

Insurance protection for employees travelling on work related business is provided in accordance with the employer's insurance policy. The provisions of the insurance policy are available through the Human Resources department.

24 TRAVELLING EXPENSES AND INCIDENTALS

24.1 When travelling on employer business, the employee will be reimbursed for costs on an actual and reasonable basis on presentation of receipts, including staying privately.

24.2 Where mutually agreed, employees who use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time. Any change to this rate shall be effective from the first pay period following the date of promulgation by the IRD.

24.3 Relocation Expenses

Employees may be reimbursed relocation expenses in accordance with the employer's relocation policy.

24.4 In circumstances not addressed by this clause, any expenses incurred on behalf of the employer shall be reimbursed in accordance with District policies.

25 INDEMNITY INSURANCE

25.1 The employer agrees to indemnify employees for legal liability for costs and expenses, including legal representation where required, in respect of claims, actions or proceedings brought against the employer and/or employees arising in respect of any:

- Negligent act, or
- Error, or
- Omission

Whilst acting in the course of employment.

25.2 Employees will not be covered where such claim, action or proceeding:

- arises from any wilful or deliberate act, or
- is restricted solely to any disciplinary proceedings being taken by the governing registration body and/or professional association, or
- relates to activities undertaken by the employee that are outside the scope of the employment agreement with the employer, or
- relates to activities undertaken by the employee that are outside the scope of practice or the employees' position and/or profession.

25.3 Provided that any such reasonable costs or expenses are first discussed with the employer before they are incurred. If the employee or the employer identifies a conflict of interest, the employer will provide and pay for independent legal representation for both parties.

25.4 The above arrangements shall apply to employees who are appearing at coronial inquests arising from circumstances of their Health NZ employment and as part of the Health NZ representation at the hearing.

26 EMPLOYEE ACCESS TO PERSONAL INFORMATION

Employees are entitled to have access to their personal file in accordance with the Organisation's procedures.

27 PAY & EMPLOYMENT EQUITY

The parties to this Agreement have a commitment to pay and employment equity.

28 SUPERANNUATION

Unless an employee is already receiving an employer contribution to a superannuation scheme, when an employee becomes (or where an employee is already) a member of a KiwiSaver scheme (as defined in the KiwiSaver Act 2006), the employer agrees to make an employer contribution to the employee's KiwiSaver scheme in accordance with the requirements of the KiwiSaver Act 2006.

29 WORKING BETTER TOGETHER

29.1 Deduction of PSA Subscriptions

The employer shall deduct employee PSA fees from the wages/ salaries of employees when authorised in writing by members and shall remit such subscriptions to the PSA at agreed intervals. A list of members shall be supplied by the PSA to the employer on request.

29.2 Union Meetings

29.2.1 The employer shall allow every employee covered by this collective agreement to attend on ordinary pay, two meetings (each of a maximum of two hours' duration) of their union in each year (being the period beginning on the 1st day of January and ending on the following 31st day of December). This is inclusive of any statutory entitlement.

29.2.2 The union shall give the employer at least 14 days' notice of the date and time of any meeting to which sub-clause 29.2.1 of this clause applies.

29.2.3 The union 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.

29.2.4 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.

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

29.3 Delegates/Union Workplace Representatives

29.3.1 Delegate means an employee who is nominated by the employees, who is covered by this CA and who is elected to act on the PSA's behalf. The managers shall be advised of the delegates' names.

29.3.2 The employer accepts that elected delegates are the recognised channel of communication between the union (PSA) and the employer in the workplace.

29.3.3 To enable the delegates to effectively carry out their role, including the promotion and facilitation of the objectives outlined in the statement of intent, sufficient time off should be available during working hours, subject to the employer's service requirements.

29.3.4 Prior approval for such activity shall be obtained from the manager in the area and such approval shall not be unreasonably withheld. PSA in return acknowledges that adequate notice shall be provided to the employer where possible.

29.4 Leave to Attend Employment Relations' Education Leave

29.4.1 Employers shall grant paid Employment Relations Education Leave to members of the PSA covered by the Agreement in accordance with the provisions of Part 7 of the Employment Relations Act 2000. The purpose of this leave is for improving relations among unions, employees and the employer and for promoting the object of the Act.

29.4.2 EREL: the number of days education leave granted is based on the formula of 35 days for the first 281 employees (employees covered by this document who have authorised the PSA to act on their behalf) and a further 5 days for every 100 full time equivalent (defined as an employee who works 30 hours or more per week) eligible employees or part of the number which exceeds 280.

29.4.3 The PSA shall send a copy of the programme for the course and the names of employees attending, at least 28 consecutive days prior to the course commencing.

29.4.4 The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.

29.5 Right of Entry

The authorised officers of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises for the purposes of union business or interviewing any union member or enforcing this Agreement, including where authorised access to wages and time records, but not so as to interfere unreasonably with the employer's business.

30 BARGAINING FEE

30.4 It is agreed that a bargaining fee shall be applied to those employees whose work is covered by this Agreement but who are not members of PSA and who are not members of another union, and who do not otherwise opt out of this clause, in accordance with the Employment Relations Amendment Act 2004 (S.69P and following).

30.5 For the purposes of this clause:

a) the "bargaining fee" shall be set at 100% of the current membership subscription rate and paid each pay period and shall not increase during the term of this clause. The fees are shown below:

Gross annual salary	*Fees per fortnight*
Under $23,346	$5.50

$23,346 - $57,824	$11.20
$57,825 - $65,415	$17.40
$65,416 - $89,202	$23.20
$89,203 - $118,936	$26.50
Over $118,936	$29.30

b) the date the bargaining fee commences is 14 days after the expiry of the specified period as advised to the affected employees in accordance with S.69R (1) (c) of the Employment Relations Act.

c) an “affected employee” is one

i. whose work is covered by the coverage clause of this Agreement and

ii. whose terms and conditions of employment comprise or include the terms and conditions of employment specified in this Agreement and

iii. who is not a member of the union and

iv. who is not a member of another union and

v. who is not an employee who has opted out.

d) an “employee who has opted out” is one who would otherwise be an affected employee but who has notified the employer by the end of the specified period that she/he does not wish to pay the bargaining fee, and whose terms and conditions of employment remain the same until such time as varied by agreement with the employer.

30.6 The employer shall at the end of the specified period deduct the bargaining fee from the wages of each affected employee and remit it to the union in the same manner in which union subscriptions are deducted and remitted to the union.

30.7 Nothing in this clause applies to new employees, that is, those who are employed after this Agreement has come into force.

30.8 This clause shall expire on 31 October 2027.

31 CONSULTATION, CO-OPERATION AND MANAGEMENT OF CHANGE

Note: For change that potentially impacts more than one District please be aware of the alternative approach set out in Appendix H.

31.1 Statement of Intent

It is recognised that ongoing changes are necessary to ensure the continuing quality of health services. These changes can be unsettling for staff.

The employer will consult when introducing change in order to seek solutions that consider the interests of the various groups involved. Information will be shared freely within the organisation and will be communicated in time for affected employees (and the PSA) to be involved in the consultative process.

All participants in the process have an equally valuable contribution to make to the process of managing change. A partnership in this process is highly desired.

31.2 Management of Change

31.2.1 The parties to this collective agreement accept that change in the health service is necessary in order to ensure the efficient and effective delivery of health services. They recognise a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard.

31.2.2 Regular consultation between the employer, its employees and the union is essential on matters of mutual concern and interest. Effective communication between the parties will allow for:

a) improved decision making.

b) greater cooperation between employer and employees; and

c) a more harmonious, effective, efficient, safe and productive workplace.

31.2.3 Therefore, the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.

31.2.4 The employer accepts that employee delegates are a recognised channel of communication between the union and the employer in the workplace.

31.2.5 Prior to the commencement of any significant change to staffing, structure or work practices, the employers will identify and give reasonable notice to employees who may be affected and to the PSA to allow them to participate in the consultative process so as to allow substantive input.

31.2.6 Reasonable paid time off shall be allowed for employee delegates to attend meetings with management and consult with employees to discuss issues concerning management of change and staff surplus.

31.2.7 Prior approval of such meetings shall be obtained from the employer and such approval shall not be unreasonably withheld.

31.3 Participation

Partnership relies on the participation of PSA members in decisions that affect their working lives. To be meaningful participation requires active involvement of the union in decision-making, (not just consultation on decisions already made) and workers having real influence over their working environment.

Partnership is underpinned by the principles contained in Appendix H.

The working relationship between the parties is based on principles that deliver constructive, timely and meaningful engagement between the parties around issues of common interest. In doing this the parties recognise each party has their individual objectives.

31.3.1 Consultation involves the statement of a proposal not yet finally decided upon, listening to what others have to say, considering their responses and then deciding what will be done. Consultation clearly requires more than mere prior notification.

31.3.2 The requirement for consultation should not be treated perfunctorily or as a mere formality. The person(s) to be consulted must be given sufficient opportunity to express their view or to point to difficulties or problems. If changes are proposed and such changes need to be preceded by consultation, the changes must not be made until after the necessary consultation has taken place.

31.3.3 Both parties should keep open minds during consultation and be ready to change. Sufficiently precise information must be given to enable the person(s) being consulted to state a view, together with a reasonable opportunity to do so – either orally or in writing.

31.3.4 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.

31.3.5 However, the final decision shall be the responsibility of the employer.

31.3.6 From time-to-time directives will be received from government and other external bodies, or through legislative change. On such occasions, the consultation will be related to the implementation process of these directives.

31.3.7 The process of consultation for the management of change shall be as follows:

a) The initiative being consulted about should be presented by the employer as a “proposal” or “proposed intention or plan” which has not yet been finalised.

b) Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.

c) Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.

d) Genuine consideration must be given by the employer to the matters raised in the response.

e) The final decision shall be the responsibility of the employer.

The above process shall be completed prior to the implementation of clause 31.4.

31.4 Staff Surplus

31.4.1 When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the re-organisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in sub-clause 31.4.4 below shall be invoked and decided on a case by case basis in accordance with this clause.

31.4.2 Notification of a staffing surplus shall be advised to the affected employees and their Union at least one month prior to the date of giving notice of severance to any affected employee. This date may be varied by agreement between the parties. During this period, the employer and employee, who can elect to involve their Union Representative, will meet to agree on the options appropriate to the circumstances. Where employees are to be relocated, at least three months' notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

31.4.3 The following information shall be made available to the Union representatives:

a) the location/s of proposed surplus

b) the total number of proposed surplus employees

c) the date by which the surplus needs to be discharged

d) the positions, grading, names and ages of the affected employees who are union members

e) availability of alternative positions in Health NZ.

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

31.4.4 Options

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

a) Reconfirmed in position

b) Attrition

c) Redeployment

d) Retraining

e) Severance

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in subclause 31.4.9 will be applied as a package.

31.4.5 Reconfirmed in position

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

31.4.6 Attrition

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

31.4.7 Redeployment

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

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

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

c) an ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).

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

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

31.4.8 Retraining

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

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

31.4.9 Severance

Payment will be made in accordance with the following:

a) “Service” for the purposes of this subclause means total aggregated service with the employer, its predecessors or any other District, but excludes any service with any

District or their predecessor which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any other District or their predecessors. Employees who commenced employment with the current employing District prior to 1 October 2008 will retain pre-existing severance provisions, which are more favourable than those in this clause.

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

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

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

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

f) A retiring gratuity or service payment if applicable (the retiring gratuity provision in the regional MECA that preceded this Agreement shall apply including, where applicable, the provisions that relate to employees with less than 10 years', eight years', and five years' service). The parties note that not all Districts had retirement gratuity provisions in the regional MECAs that preceded this Agreement).

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

h) Where there is an offer of redeployment to reduced hours, an employee may elect to take a pro-rata compensatory payment based on the above severance calculation.

i) Nothing in this agreement shall require the employer to pay compensation for redundancy where as a result of restructuring, and following consultation, the employee's position is disestablished, and the employee declines an offer of employment that is on terms that are:

    i. the same as, or no less favourable, than the employee's conditions of employment; and

    ii. in the same capacity as that in which the employee was employed by the employer, or

    iii. in any capacity in which the employee is willing to accept

31.4.10 Job Search

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

31.4.11 Counselling

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

31.4.12 Change of Ownership

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

a) The person acquiring the business, or the part being sold or transferred -

i. has offered the employee employment in the business or the part being sold or transferred; and

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

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

i. any service-related conditions; and

ii. any conditions relating to redundancy; and

iii. any conditions relating to superannuation -

under the employment being terminated; and

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

i. in the same capacity as that in which the employee was employed by the Employer, or

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

d) Where the person acquiring the business does not offer the employee employment on the basis of a, b and c above, the employee will have full access to the staff surplus provisions.

31.4.13 Employee Protection Provisions

The parties acknowledge that Section 69M of the Employment Relations Act 2000 requires all collective agreements to contain provisions in relation to the protection of employees where their employer's business is restructured. It is agreed that these provisions exist within the current collective agreement (e.g. Clause 31.2 Management of Change and Clause 31.4.12 Change of Ownership) or by virtue of the statutory provisions set out in Sections 19, 20 and 21 of Schedule 1B of the Employment Relations Act 2000.

32 RETIRING GRATUITIES

The retiring gratuity provisions that applied in the regional MECAs that preceded this Agreement shall continue to apply. [See Appendix C]

33 ENDING EMPLOYMENT

33.1 Notice Period

33.1.1 The employee/employer may terminate the employment agreement with four weeks' written notice, unless otherwise negotiated with the employer. Agreement for a shorter notice period will not be unreasonably withheld. When the agreed notice is not given, the unexpired notice may be paid or forfeited by the party failing to give the agreed notice.

33.1.2 This shall not prevent the employer from summarily dismissing any employee without notice for serious misconduct or other good cause in accordance with the employer's disciplinary procedures and/or rules of conduct.

33.2 Abandonment of Employment

An employee absent from work for three consecutive working days without notification to the employer or without appropriate authorisation from the employer will be considered by the

employer as having terminated their employment without notice, unless the employee is able to show they were unable to fulfil their obligations under this section through no fault of their own. The employer will make all reasonable efforts to contact the employee during the three days period of unnotified absence.

34 HARASSMENT PREVENTION

34.1 Employees should refer in the first instance to the provisions and procedures specified in the employer's Harassment Policy. The employee's attention is also drawn to clause 35 - Employment Relationship Problems. Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence, and other forms of intimidating behaviour.

34.2 Guidelines for Supervisors and Guidelines for Complainants are available from the Human Resources Department.

35 EMPLOYMENT RELATIONSHIP PROBLEMS:

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

Let the Employer Know

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

Representation

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

The PSA Membership and Support Centre is on-line between 8:30am and 5:00pm, Monday to Friday.

Freephone	0508 FOR PSA
	0508 367 772
Email	enquiries@psa.org.nz
Website	www.psa.org.nz

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

Mediation Services

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

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

Employment Relations Authority

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

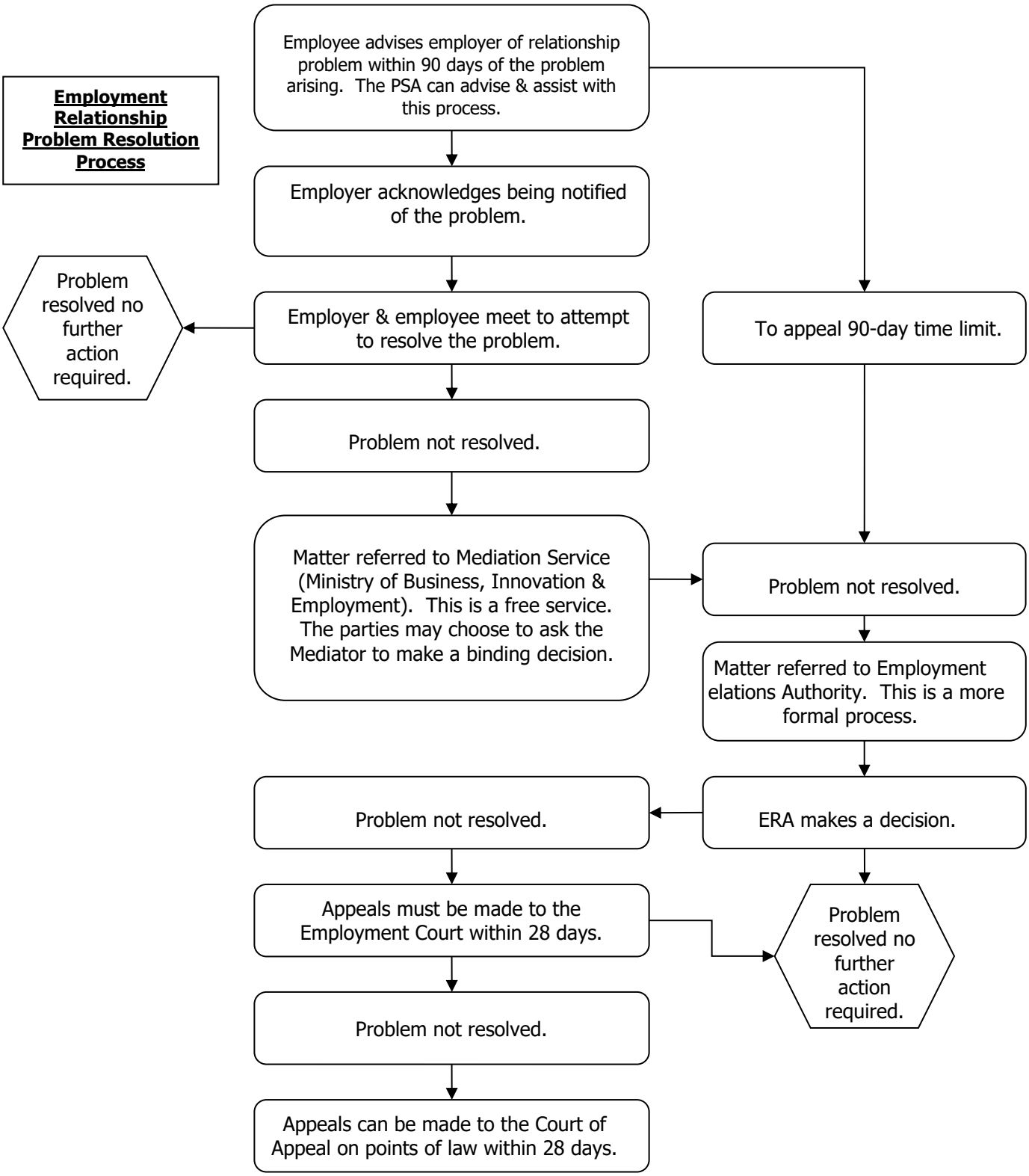
Again, employees can ask a union organiser to provide assistance in accessing this service.

Personal Grievances

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

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

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


Employment Relationship Problem Resolution Process
Employee advises employer of relationship problem within 90 days of the problem arising. The PSA can advise & assist with this process.
Employer acknowledges being notified of the problem.
Employer & employee meet to attempt to resolve the problem.
Problem resolved no further action required.
Problem not resolved.
Matter referred to Mediation Service (Ministry of Business, Innovation & Employment). This is a free service. The parties may choose to ask the Mediator to make a binding decision.
To appeal 90-day time limit.
Problem not resolved.
Matter referred to Employment elations Authority. This is a more formal process.
ERA makes a decision.
Problem not resolved.
Appeals must be made to the Employment Court within 28 days.
Problem resolved no further action required.
Problem not resolved.
Appeals can be made to the Court of Appeal on points of law within 28 days.

36 VARIATION TO COLLECTIVE AGREEMENT

This Agreement may be varied in writing by the signed agreement between the employers and the PSA, subject to their respective ratification processes. Any variation will apply only to those employees directly affected. Employees are "directly affected" only if their terms of employment will be altered as a result of the proposed variation. At the time of entering into this agreement, the employers' ratification process requires the signature of all employer parties.

Notwithstanding the above, new models of service provision/care may be trialled at the local level by written agreement between the relevant local management and union officials. Such agreed trials may modify the operation of identified clauses in the CA for the defined period of the trial without the need for formal variations to the CA. There is no obligation to propose, or to agree to, a trial, nor does the agreement to the trial compel either party to subsequently agree to make the changes on a permanent basis.

37 SAVINGS

Except as specifically varied by this Agreement, nothing in this Agreement shall operate so as to reduce the wages and conditions of employment applying to any employee at the date of this Agreement coming into force.

The parties acknowledge that all matters discussed during the negotiation of this Agreement have been dealt with, and where intentionally deleted, the savings clause does not apply.

38 NON- WAIVER UNDERSTANDING

Failure by either party to enforce any right or obligation with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to that matter, or any other matter, either then or in the future.

39 TERM OF DOCUMENT

This agreement shall be deemed to have come into force on 1 December 2025 and shall expire on 31 October 2027.

Signed this 23 day of March 2026

For an on behalf of the PSA:



Fleur Fitzsimons

National Secretary

19 March 2026

For an on behalf of Health NZ:



Dale Bramley

Chief Executive Officer

APPENDIX A - 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.

APPENDIX B – DISTRICT SPECIFIC PROVISIONS

1. Auckland/Te Toka Tumai District

1.1 Auckland/Te Toka Tumai District - Pharmacy Variation

Additional standard clauses in nominated newly appointed pharmacist, pharmacy intern, and pharmacy technician letters must state:

Under the terms of the Pharmacy Variation within the PACT CEA, there is a nominated pharmacists and pharmacy interns roster for **Saturday morning** work, 0800 to 1200 and a roster for **late lock up** in the dispensary from 1630 **Monday – Friday**. This variation allows for this overtime to be entered as either T1.5 hours paid or CRED on your timesheet which gives you time in lieu (TIL). If CRED is entered these hours are added to your TIL balance and this leave can be accumulated up to 40 hours or taken as individual days as agreed with your manager. Inclusion in the Saturday and/or late lock up roster must be authorised by the Pharmacy Manager or delegated Principal Pharmacist.

On Call:

1.1.1. 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.

1.1.2. 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.

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

1.1.4. 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.

1.1.5. 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.

1.1.6. An employee who is required to be on call and report on duty within 20 minutes shall have access to an appropriate locater or a cell phone.

1.1.7. Remote work while on call arrangements

a) 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:

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

ii. their relevant overtime rate under clause 2.2 for the duration of the call where this is greater than 15 minutes.

b) here more than one call is received and resolved within the same 15-minute period, the payment in 7(a)(i). shall only be made once or, where the time combined extends beyond 15 minutes, paid under 7(a)(ii) as one call.

c) Where the employee is unable to resolve the issue or provide the necessary assistance or is called back to the workplace in relation to the same issue, they shall be paid in accordance with clause 3.1 and will not receive the payment under this clause as well.

d) The requirements of clause 2.1.7 shall not apply where an employee provides assistance or resolves an issue remotely.

e) Notwithstanding the above, where an alternate remote on call payment or equivalent arrangements are formally in place at the commencement of this Collective Agreement these shall continue to operate on their terms until agreed otherwise by the parties.

1.2 Level 6 Support Building Pharmacy Clauses

1.2.1 Level 6 On Call Pharmacists

There is a requirement for nominated registered pharmacists to be available for the Level 6 On Call roster. A minimum of eight pharmacists participate in this roster to cover all call backs, phone contact and transport.

1.3 Alternative Payment System: Weekends and/or Nights

1.3.1 When agreed between the District, the PSA and the majority of Employees affected, Employees whose ordinary hours of work regularly fall outside the hours of Monday to Friday 0600 to 2000 hours shall be paid for such work in terms of clause 3.5 of this Appendix. Such payments shall be in lieu of any payments which would otherwise be payable in terms of clauses 2.2.3 of the Core CA (night and weekend penal rates).

1.3.2 For Employees working irregular or infrequent hours outside Monday to Friday 0600 to 2000 hours, or in other areas where the parties agree that an alternative payment system shall not apply, the penal rates set out in clause 2.2.3 of the Core CA will be used.

1.3.3 Should a dispute arise over the agreement or otherwise, of the implementation of the alternative payment system, a “disputes committee” shall be convened comprising equal representation from the District and the PSA, with an agreed chairperson. The role of this committee shall be to reach a mediated decision.

1.3.4 After implementation, and where the hours of work in any particular unit change by such an extent as to alter the basis of the system, any of the parties to this Agreement may request a review of the system being used. Such a review shall be carried out within two (2) months of the initial request being made with any agreed changes in payments to include arrangements for any required backdating.

1.3.5 In terms of clauses 1.3.1-1.3.4, the parties agree that the following principles shall apply to any alternative payment system introduced during the currency of this document.

a) The potential for introducing such a system shall be evaluated on a unit by unit basis.

b) The cost of introducing such a system shall be cost neutral, relative to penal rates prior to 1 January 1993, to the service unit into which it is to be introduced.

c) Such a system shall also endeavour to ensure that income levels are relative to the frequency of nights and weekends required to be worked.

d) Wherever it is proposed to introduce such a system, a joint working party comprising equal numbers of District and PSA representatives shall develop and evaluate an appropriate system for the service unit concerned.

e) The alternative payment system shall be based on converting penal and/or night rate earnings into an allowance, based on the frequency of nights and weekends required to be worked, such allowance to be paid additional to base salary.

1.3.6 Each such system shall incorporate rules to prescribe:

a) How the payment of allowances to individuals shall be determined, and

b) When and how the rate of allowances to individuals shall be changed.

1.4 Professional Development, Education & Training

1.4.1 In recognition of the importance of continuing education and training the District encourages Employees to obtain appropriate qualifications, to attend relevant courses and seminars and to undertake research or projects which support the strategic direction of the District and which facilitate their own growth or development.

1.4.2 The District shall ensure that adequate resources are made available to meet the training requirements.

1.4.3 Provision of study assistance and payment of courses fees and conference expenses will be in terms of the Company Policy "Education Training and Development".

1.4.4 The District will provide Employees access to well researched and high quality internal and external training and development opportunities. Details of the criteria are contained in the Company Policy Manual – "Education, Training and Development".

1.5 Radio Pratique Allowance

Health Protection Officers shall be paid an allowance as set out below for each radio pratique duty performed outside normal working hours, for which no other payment (such as call out) is received.

Auckland Region: $22.00

1.6 Home Dialysis Training Centre Allowance

A technician employed at a Home Dialysis Training Centre, approved by the employer, who is rostered to provide regular telephone advice to home dialysis patients shall be paid an allowance of $ $12.00 at Auckland for each seven days that the employee is rostered to be on call. The seven days shall be made up of one continuous period or of intermittent days over a period of two months.

1.7 Clothing Allowance

An allowance shall be paid for each working day on which, because of therapeutic requirements or in the interests of patient care/rehabilitation, an employee is directed by the employer to wear civilian clothes instead of the normal uniform. Provided that this allowance shall not be payable to staff wholly or mainly employed in an administrative role or staff who, with the employer's permission elect to wear civilian clothing on duty, at the following rate (or proportionate part thereof for an employee employed part-time):

$3.15 (Auckland/Te Toka Tumai District)

Where it is identified by the PSA or the employees concerned that anomalies exist between occupational groups working in similar circumstances in respect to the payment of clothing allowance, an agreement may be made between the PSA and the employer to rectify these anomalies.

1.8 Employer-supplied Uniforms, Protective Clothing & Safety Wear

Where the employer supplies uniforms, protective clothing and safety wear (footwear, eye protection, gloves, etc), it shall remain the property of the employer and shall be laundered or otherwise cleaned free of charge, and replaced on a fair wear and tear basis. These items will be supplied free of charge to the individual employee.

1.9 Vision Hearing Testers (VHT) Smock Allowance

An allowance shall be paid to all employees employed as Vision Hearing Testers in lieu of providing smocks:

Auckland/Te Toka Tumai District $81.00 p.a

2. Bay of Plenty District

2.1 Study Leave

Employees covered by this Agreement are entitled to two paid study days per annum for study, learning, research linked to an individual learning plan. The two days are for in-house or self-directed learning and therefore staff will arrange this time to minimise the need for replacement staff to be brought in.

2.2. Study Leave (Clinical Physiology)

For study towards the Certificate in Cardio Pulmonary Technology, Stage I and II the employer shall allow each employee one paid day per exam for study and up to three days leave without pay or annual leave prior to the exam for study.

For other exams related to clinical physiology each employee shall be allowed one paid day per exam (up to a maximum of three days per annum).

2.3. Educational Assistance

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

2.4. Sabbatical Leave

(i) The intent of sabbatical leave is:

- The proposed course of study or further development or research that directly bears a beneficial relationship to the vision of the employer.
- The proposed courses and/or institutions must align with the vision and philosophy of the employer.
- The purposed study or further development or research must be part of the staff member's performance and career development plan as it relates to the relevant Business Unit Plan.

(ii) Operation

Employees who have been employed for not less than 24 months may apply for sabbatical leave from three months up to twelve (12) months duration. Such leave may be paid, part paid, or unpaid and/ or contribution may be made toward costs.

Employees making application for sabbatical leave shall apply to the human resource manager within the following timeframes:

- For formal courses of study – by 1 April of the year preceding the financial year in which the cost of the proposed study is incurred
- For all other study/ development/ research – a minimum of three months prior to the date the proposed leave will commence

All applications must specify the date the proposed leave will commence and the date on which the applicant will return to work.

All applications for sabbatical leave will be considered having careful regard to the maintenance of safe staff levels and skill mix.

At least twenty-one (21) days prior to the commencement date of the leave, the employer shall advise of the approval or decline of the application.

Upon return to work on the agreed date the employee shall return to the same or similar duties, shifts and service entitlements as they enjoyed prior to their sabbatical leave.

2.5 Radio Pratique Allowance

Health Protection Officers shall be paid an allowance as set out below for each radio pratique duty performed outside normal working hours, for which no other payment (such as call out) is received.

Bay of Plenty: $22.45

2.6 Clothing Allowance

Clinical Physiology Uniforms & Protective Clothing: Employees are not required to wear a particular uniform per se but have decided to wear similar clothing replacing a uniform. In acknowledgement of this, each employee shall receive a $150 per annum non taxable allowance.

3. Canterbury/Waitaha District

3.1 Duly Authorised Officer (DAO) Allowances

3.1.1 Schedule A2 – Mental Health Division & The Former Princess Margaret Hospital Division

DAOs required to take part in the DAOs roster shall be paid an allowance of $500 per annum (paid in fortnightly instalments). DAOs required to be available to be on call during normal off duty hours, on at least 30 occasions but on not more than 50 occasions per annum shall be paid an availability allowance of $3000 per annum (paid in fortnightly instalments). Clause 4 of the Core CA will have no application to DAOs.

3.1.2 Schedule A3 – Clinical Psychologists

DAOs required to take part in the DAOs roster shall be paid an allowance of $500 per annum (paid in fortnightly instalments). DAOs required to be available to be on call during normal off duty hours, on at least 30 occasions but not more than 50 occasions per annum shall be paid an availability allowance of $3000 per annum (paid in fortnightly instalments).

3.2 Clothing Allowance

Schedule A1 – Excluding Mental Health Division & The Former Princess Margaret Hospital Division: Where an Employee qualifies for a uniform allowance as prescribed in the next sentence, she/he shall be paid $3.44 per day. A uniform allowance as per the previous sentence shall be paid for each working day on which, because of therapeutic requirements or in the interests of patient care/rehabilitation, an employee is required by the employer to wear mufti clothes instead of the normal uniform; provided that this allowance shall not be payable to employees wholly or mainly employed in an administrative role, or employees who, with the employer's agreement, elect to wear mufti on duty.

3.3 Payment for Calls resolved by Telephone not resulting in a Return to Work for Allied Health Staff covered by the PSA Allied Health Collective Agreement

3.3.1 This guideline outlines the process for claiming payments for on-call situations that are managed remotely by the staff member using telephone contact and without needing to attend the location of work. It sets out the arrangements agreed with the PSA in response to the requirements specified in Clause 4.17. Telephone On-Call arrangements set out in the PSA Allied, Public Health & Technical Collective Agreement expiring on 30 June 2023.

The two relevant clauses are:

a) Due to variation of practice and need across Districts, services and workforces, the parties have agreed it is not desirable to have a single national approach to telephone on call arrangements.

b) Therefore, the parties confirm that local arrangements may be developed to respond to the issues of telephone on call, recognising the differing service contexts of such arrangements. Any such agreements should be recorded in writing.

3.3.2 Applies to: All Waitaha and Te Tai O Poutini Te Whatu Ora staff covered by the Public Service Association (PSA) Allied, Public Health, Scientific & Technical Collective Agreement (CA) who participate with an on-call roster within their clinical services.

3.3.3 Reason: Staff cover on call situations and are, at times, able to offer advice and/or resolve specific clinical patient enquiries to support patient care without returning to their workplace. This results in a timely and appropriate service for our patients but in a manner that is outside the current definition of paid call back work. This guideline is a local solution to these situations for Allied Health staff covered by the PSA collective agreement.

3.3.4 Definitions:

a) Telephone call work - Work completed by an Allied Health Professional (AHP) when away from base whilst not on duty who may or may not be rostered on call. Not on duty applies where the staff member is contacted by the staff member on-call who needs to consult a senior colleague. This could apply to social work where the social worker on call needs to discuss with the social work duty manager, or to a less experienced junior Dietitian/Physio/Pharmacist who needs to consult a colleague who works in a specialised area.

b) Nuisance telephone calls - a telephone call when the specified service's on-call guidelines have not been appropriately adhered to. The AHP will highlight the call to the appropriate line manager in the phone call log. The Clinical Manager will review the phone call log and work with Services to minimise nuisance calls.

3.3.5 Exclusions:

a) Telephone calls which result in an AHP returning to the workplace are not covered by this guideline as they are covered by the normal on call process set out in Clause 3 of the PSA collective agreement.

3.3.6 Payment for work completed by Telephone Call

a) Timing for payment will commence when the call is answered and include any time on the call, including seeking clarification or further information from caller or other multi-disciplinary team members, completing any necessary work required, giving advice/treatment plans including the waiting time if the AHP asks the referrer to contact them again, or if the AHP needs to contact the referrer again. It will also include the time taken to document the telephone call in the clinical notes, including any advice, direction or outcomes as specified by the AHP as per their required professional standards. Payments will be made at the appropriate overtime / penal rates as per the PSA Allied, Public Health & Technical Collective Agreement– Clause 2.2.

b) The on-call allowance rate is not impacted by this policy, including whilst performing 'Telephone Call Work' as defined below and as per the PSA APHST MECA – Clause 4.1.3; "The on-call allowance is payable for all hours the employee is rostered on call including time covering an actual call out".

3.3.7 Examples and Information for Clarification

a) Telephone Call Work as defined above is aggregated for the on-call period. A period is 24 hours and includes rostered time worked i.e. the staff member does a morning shift beginning at 7am and is then rostered on call until the start of their next shift at 7am the next day so 7am to 6.59am is the 24-hour period. If the staff member is on call over the weekend and begins work at 3pm on Friday afternoon is on call over the weekend and commences work at 7am on Monday, then there are 3 periods on call. The first 24 hours beginning at 3pm on Friday afternoon and which ends at 2.59pm on Saturday, the second period begins at 3pm Saturday and ends at 2.59pm on Sunday and the third period begins at 3pm Sunday and ceases when the staff member begins work at 7am on Monday morning. Should the staff member start work at 3pm on Monday then it is still 3 periods of on call.

b) Telephone Call Work as defined above is aggregated and recognised for payment over the period.

i. Example 1: an on-call staff member completed two phone calls and associated documentation. This took a total of 35 mins over the on-call period. Payment claimed would be 1 hour.

ii. Example 2: An on-call staff member has four calls and associated documentation taking a total of 2 hours and 10 mins over the on-call period. Total payment claimed would be 2 hours 10 minutes.

Aggregated Time Worked in One On-Call Period	Payment Claim
1 – 60 minutes	1 hour
> 60 minutes and < 3hours	Pay for total time worked
> 3 hours	Pay for total time worked

c) If a staff member is not on call but is contacted for expert advice e.g. a less experienced Physiotherapist on call contacting a more experienced Physiotherapist not on call – both can claim for the call and for the associated documentation.

d) There are minimum break obligations set out in the Agreement which need to be considered where on-call work is undertaken. Telephone Call Work is recognised as a qualifying period of work as per clause 2.1.7 of the PSA APHST MECA

e) If the call back starts as a telephone call and then the work requires the staff member to come in, and the total time for both the telephone work and on-site presence work exceeds 3 hours then the staff member is paid for all time worked.

f) Nuisance calls are included in Telephone Call Work payments; however, an education piece is required as outlined in the nuisance telephone call definition, “The Clinical Manager will review the phone call log and work with Services to minimise nuisance calls”.

3.3.8 Documentation

a) Due to the differing needs and functions of the professions this document does not dictate how the documentation is to occur, but services must develop a process which meets the following principles. Documentation must:

i. occur during or on completion of telephone call back

ii. include the start and end times

iii. meet the district’s relevant professional standards

iv. include summary of work completed and outcomes

v. be filed in patient’s clinical notes (paper or electronic) in a timely manner

b) Any payments claim may be audited and it is important that documentation meets the professional standards required and validates the claim. If the documentation is insufficient, then payment may not be made.

c) Where clinical notes can be accessed remotely and can be completed electronically, then documentation is expected to be completed as part of the phone call work. Clinicians are expected in this scenario to have appropriate device (provided by Health NZ) to complete clinical notes with them whilst rostered on call.

3.3.9 Claiming Payment

Claims for payment should be entered in microster and the approval for the payments will be completed by the clinical manager of that cost centre. Where possible the use of exception sheets should be minimised and therefore reporting the payments should be completed by the end of the weekly roster pay period.

3.3.10 Associated Document

This guideline should be read with the TE WHATU ORA/PSA ALLIED, PUBLIC HEALTH, SCIENTIFIC & TECHNICAL COLLECTIVE AGREEMENT expiring on 30 June 2023

3.4 ChCh Campus Payment for work completed by Telephone Call:

a) Timing for payment will commence when the call is answered and include any time on the call, including seeking clarification or further information from caller or other multi-disciplinary team members, completing any necessary work required, giving advice/treatment plans including the waiting time if the AHP asks the referrer to contact them again, or if the AHP needs to contact the referrer again. It will also include the time taken to document the telephone call in the clinical notes, including any advice, direction or outcomes as specified by the AHP as per their required professional standards.

b) Payments will be made at the appropriate overtime / penal rates as per the PSA Allied, Public Health & Technical Collective Agreement– Clause 2.2.

c) The on-call allowance rate is not impacted by this policy, including whilst performing 'Telephone Call Work' as defined below and as per the PSA APHST CA – Clause 4.1.3; "The on-call allowance is payable for all hours the employee is rostered on call including time covering an actual call out".

4. Capital and Coast District

4.1 Reimbursement of Telephone Rental When On Call

Employees shall be provided with a cell phone or pager. The employer shall reimburse half the cost of the private telephone rental where no cell phone coverage is available.

4.2 Telephone On-Call Arrangements

4.2.1 When an Allied health professional (excluding Health Protection Officers/Advisors and Heath Promotion Officers/Advisors) (on the 5.2 scale) is required to provide a telephone on-call service to provide clinical advice and/or intervention that is required to meet urgent or time critical care or will expedite discharges out of normal working hours then the following rates will apply.

4.2.2 The method of how the payment will be applied is as follows:

a. The payment of one hour is for any length of call up to an hour.

b. Multiple calls could occur within an hour. Only one hour of pay will occur unless going into the next hour.

c. If a phone call goes beyond one hour, the employee is paid for the actual time over the hour.

d. Further phone calls occurring during a different hour would result in another hour of payment - Calls received during any period of a call back are paid by the call back and will not be paid by a separate or additional payment.

e. Calls resulting in a call back are paid by the call back and will not be paid by a separate of additional payment

4.2.3 The rates that will be applied for phone calls while on call after hours are as follows:

a. Time responding to phone calls on any day (other than a public holiday) for Weekdays - from midnight Sunday/Monday to midnight on the following Friday shall be paid at one and one half times the ordinary hourly rate of pay (T1.5) for the first three hours of pay and at double the ordinary hourly rate of pay (T2) thereafter, and

b Time responding to phone calls from 2200 until the completion of a period on call Sunday to Friday, or for Weekends from midnight Friday to midnight Sunday/Monday, or on a public holiday shall be paid at double the ordinary hourly of rate of pay (T2)

4.2.4 All Allied Health professions/services who have telephone on-call arrangements are required to have criteria and guidelines in place to ensure employees are only contacted as per the agreed criteria.

4.3 Staff Development & Study Assistance — Combined Health Professionals' Schedule

4.3.1 All PSA members covered by the Allied, Public Health, Scientific & Technical CA will have proportionate access to a $50 000 fund per annum and shall be made aware of this fund, and how it can be accessed. This fund is in addition to service/team training budgets and is managed by the Chief Allied Professions Officer.

4.3.2 A group representative of the employer and PSA will meet regularly to monitor the efficiency and effectiveness of the expenditure of the above study assistance fund. In the event of problems the group will have the ability to change the criteria to better meet the needs of employees and the employer.

4.3.3 Additional for PSA members who work in Mental Health services (covered by the Allied, Public Health, Scientific & Technical CA)

a. The employer may grant paid leave up to 5 days to enable a full time employee covered by this agreement to attend courses of study, seminars, or conferences, or to undertake specific research on projects considered by the employer to be of benefit to the professional growth and development of the employee. The granting of such leave will be at the sole discretion of the employer.

b. The employer may grant reimbursement of expenses, in part or full incurred by the employees attending training courses. The amount to be reimbursed shall be formalised before the employee incurs any expenses.

c. Part time employees may receive the above entitlements on a pro rata basis

4.4 Wellness

Wellness arrangements in place at Capital & Coast District at the date of ratification will continue to operate on their terms.

4.5 Retirement Gratuities – see Appendix C.

4.6 CAT team Duly Authorised Officer (DAO) Allowance

The payment when an employee is properly appointed as a DAO in the Community Assessment & Treatment (CAT) team is $5177 per annum.

4.7 Clothing Allowance

4.7.1 Capital & Coast – Social Workers & Psychotherapists

Employees who, at the date that the regional MECA that applied 2005-07 came into force are currently receiving an allowance for clothing and/or footwear shall retain that allowance at its present rate.

5. Counties-Manukau District

5.1 Radio Pratique Allowance

Health Protection Officers shall be paid an allowance as set out below for each radio pratique duty performed outside normal working hours, for which no other payment (such as call out) is received.

Auckland Region: $22.00

5.2 Home Dialysis Training Centre Allowance

A technician employed at a Home Dialysis Training Centre, approved by the employer, who is rostered to provide regular telephone advice to home dialysis patients shall be paid an allowance of $ $12.04 at Counties-Manukau for each seven days that the employee is rostered to be on call. The seven days shall be made up of one continuous period or of intermittent days over a period of two months.

5.3 Clothing Allowance

An allowance shall be paid for each working day on which, because of therapeutic requirements or in the interests of patient care/rehabilitation, an employee is directed by the employer to wear civilian clothes instead of the normal uniform. Provided that this allowance shall not be payable to staff wholly or mainly employed in an administrative role or staff who, with the employer's permission elect to wear civilian clothing on duty, at the following rate (or proportionate part thereof for an employee employed part-time):

$3.19 (Counties Manukau District)

Where it is identified by the PSA or the employees concerned that anomalies exist between occupational groups working in similar circumstances in respect to the payment of clothing allowance, an agreement may be made between the PSA and the employer to rectify these anomalies.

5.4 Vision Hearing Testers (VHT) Smock Allowance

An allowance shall be paid to all employees employed as Vision Hearing Testers in lieu of providing smocks:

Counties Manukau District $87.84 p.a

5.5 Professional Development, Education & Training

5.5.1 Entitlements

a) To assist individuals in updating and enhancing their clinical skills the employer shall grant employees on the basis of each full time equivalent:

   i. In their first year of service up to 20 hours leave on pay per annum and up to three hundred dollars per annum as a reimbursing allowance to cover associated costs.

   ii. In their second year of service up to 30 hours leave on pay per annum and up to four hundred dollars as a reimbursing allowance to cover associated costs.

   i. In their third and subsequent years of service up to 40 hours leave on pay per annum and up to five hundred dollars as a reimbursing allowance to cover associated costs.

b) Approval for individuals to take education leave over and above these provisions will be made in accordance with the procedure detailed in Appendix 2 of the CMDHB Collective Agreement dated 30 June 2002.

c) Also refer to Clause 10.5.1 of the CMDHB Collective Agreement dated 30 June 2002.

5.5.2 Guidelines for Access

a) Process

   i. Performance development plans (PDP)

- All staff to have performance development plans and annual reviews. Training needs should be identified prior to or during this process and agreed by both parties.

ii. Process for applying for training
- Training need outlined in PDP
- Nominate course
- Identify costs
- Negotiate with supervisor / manager for approval and or time to attend particular course
- Leave application form to be completed
- Arrangements for cover
- To appeal, approach supervisor / manager directly
- If appeal is unsuccessful, approach relevant HR Manager for reconsideration in consultation with supervisor / manager and / or their manager if necessary.

b) Monitoring

i. Supervisor / Manager And Staff Member To Keep Records Of Training Received.
- Supervisor / manager to keep record of training hours and costs.

ii. Amounts
- Use clinical allocations and approval rationale as a guideline
- Basic principle would be to access internal courses first

iii. Education: Performance Development Plans
- Education of team leaders, managers and staff on how and why of PDP
- Setting of goals e.g.
  - Personal
  - Professional
  - Quality
  - Teamwork
  - Organisational

c) Unused Funds

The paid leave and money prescribed by the clause is for each individual to use. If an individual does not use their expense entitlement within a year it goes into the PACT Accrued Education Fund for discretionary allocation within their service centre and the organisation. Unused leave hours are not carried forward. A year is defined beginning 1 July each year and finishing 30 June the following year. The process and requirements for applying for Accrued Funds is as set out in Appendix L of the Auckland Region Allied, Public Health, Scientific and Technical MECA (2022-2023).

d) Professional Association Fees

i. The employee can access up to $100 from the Clinical Staff entitlement with proof of payment of recognised Professional Association fees. The employee may access this reimbursement once only in any financial year (1 July – 30 June). This payment comprises part of the entitlement contained in 10.6.2 of the CMDHB Collective Agreement dated 30 June 2002, and is not in addition to it.

ii. The employer shall reimburse to the employee membership fees of one of the Professional Associations listed in Clause 21 of this Agreement, up to a maximum of $100.00 p.a. as a charge against the employee's Clinical Education Entitlement, provided:
- The membership is directly relevant to their duties.
- The Professional Association does not act as a Union in terms of the ERA for its members.
- The application should include official receipt of payment and an endorsement from the employee's manager of the relevance to the employer's work.

- Employees or groups of employees as at 1 July 2002 who are already in receipt of payment in excess of the sum prescribed above shall not have their entitlements affected as a result of coming into force of this agreement.

e) Annual Update Day

In addition, one days education leave per annum will be provided for undertaking annual update requirements.

5.5.3 The allocation of professional development funds/ study leave will be agreed prospectively wherever practicable and will be based on the principles of transparency, fairness and consistency.

5.5.4 Participation in an annually agreed professional development plan is mutually beneficial. The plan should:

a) Link to the employee's current position; and/or

b) Align with the employee's career goals;

c) Align with the strategic direction and/or service plans of the District;

d) Where applicable, assist the employee to meet the regulatory requirements to maintain professional competence.

5.5.5 The organisation's training and professional development processes shall

a) Be clear to employees; and

b) Provide information and advice to employees regarding sources of and access to professional development funds/entitlements; and

c) Require that the employee's professional development plan and activities are recorded; and

d) Require that employees will share the knowledge and expertise gained from professional development as appropriate.

5.5.6 The parties acknowledge that monitoring of the application of these provisions is of mutual interest and arrangements shall be in place locally to ensure that these principles are consistently applied and that the needs of each party are met.

5.6 Dietitians Flexible Hours of Work Arrangement

5.6.1 For fulltime dietitians at Counties Manukau only (whose annual divisor is 2086) the flexible hours of work arrangement set out in clause 4.2.2 of CMDHB collective agreement dated 30 June 2002 shall apply except that:

a) Core hours (Monday to Friday) of 1000 to 1500 hours shall apply unless otherwise agreed with the department manager.

b) At least one person in the department is required to be rostered to be present (Monday to Friday) at the beginning and end of each day outside of these core hours.

5.7 Employer-supplied Uniforms, Protective Clothing & Safety Wear

Where the employer supplies uniforms, protective clothing and safety wear (footwear, eye protection, gloves, etc), it shall remain the property of the employer and shall be laundered or otherwise cleaned free of charge, and replaced on a fair wear and tear basis. These items will be supplied free of charge to the individual employee.

6. Hawke's Bay District

6.1 Radio Pratique Allowance

Health Protection Officers shall be paid an allowance as set out below for each radio pratique duty performed outside normal working hours, for which no other payment (such as call out) is received.

Hawke's Bay: $21.17

6.2 Clothing Allowance

An allowance of $3.04 per day shall be paid for each working day on which a community occupational therapist is directed by the employer to wear civilian clothes instead of the normal occupational therapist uniform. This allowance shall not be payable to employees wholly or mainly employed in an administrative role or employees who with the employer's permission elect to wear civilian clothing on duty.

6.3 Hawke's Bay District Springhill Residential Centre – Hostel Supervisors Sleepover Allowance

This applies to the Hostel Supervisors working at Springhill Residential Centre

6.3.1 Salary Scale

The Hostel Supervisors will be placed on the Community Health Workers salary scale Level 1.

6.3.2 Hours of Work

1645 to 2300

2300 to 0600 (sleepover)

0600 to 0815

6.3.3 Ordinary hours of work

Ordinary hours of work are between the hours of 0600 and 2000 hours, Monday to Friday.

6.3.4 Penal rates

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

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

c) Night rate – applies to ordinary hours of duty (other than overtime) that fall between 2000hrs and 0600hrs 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.

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

6.3.5 Sleepover allowance – 2300 to 0600 (7 hours)

The sleepover will paid as an allowance equivalent to the minimum wage per hour times the rate of 7.00. Sleepovers are excluded from Clause 2 Hours of work provisions in the CA and 6.3.2 outlined above. The sleepover does not attract overtime and penal rates, nor does the sleepover count as time worked for the purposes of overtime.

6.3.6 Furnishings

Where sleepovers are required, a separate furnished bedroom shall be provided by the employer for this purpose including lockable cupboard/drawer for the personal effects and a bed in good repair.

6.3.7 Maximum sleepover shifts

No employee shall be required to sleepover on regular basis on more than 5 nights per week or be required to sleepover on the night preceding days off without consent.

7. Hutt Valley District

7.1 Physiotherapist Callout

In cases where the physiotherapist is requested to return to the workplace, payment for the hours worked will be as per the overtime clause in the CA. Physiotherapists employed on a part time basis will also be paid at the overtime rate for the hours worked due to a call out on Saturday and Sunday.

7.2 Telephone On-Call Arrangements

When an Allied Health professional (excluding Health Protection Officers/Advisors and Health Promotion Officers/Advisors) on the 5.2 scale is required to provide a telephone on-call service to provide clinical advice and/or intervention that is required to meet urgent or time critical care or will expedite discharges out of normal working hours then the following rates will apply.

The method of how the payment will be applied is as follows:

1.1.1 The payment of one hour is for any length of call up to an hour.

1.1.2 Multiple calls could occur within an hour. Only one hour of pay will occur unless going into the next hour.

1.1.3 If a phone call goes beyond one hour, the employee is paid for the actual time over the hour.

1.1.4 Further phone calls occurring during a different hour would result in another hour of payment

1.1.5 Calls received during any period of a call back are paid by the call back and will not be paid by a separate or additional payment.

1.1.6 Calls resulting in a call back are paid by the call back and will not be paid by a separate of additional payment

The rates that will be applied for phone calls while on call after hours are as follows:

- Time responding to phone calls on any day (other than a public holiday) for Weekdays - from midnight Sunday/Monday to midnight on the following Friday shall be paid at one and one half times the ordinary hourly rate of pay (T1.5) for the first three hours of pay and at double the ordinary hourly rate of pay (T2) thereafter, and
- Time responding to phone calls from 2200 until the completion of a period on call Sunday to Friday, or for Weekends from midnight Friday to midnight Sunday/Monday, or on a public holiday shall be paid at double the ordinary hourly of rate of pay (T2)

All Allied Health professions/services who have telephone on-call arrangements are required to have criteria and guidelines in place to ensure employees are only contacted as per the agreed criteria.

7.3 Grand-Parented/Transitional Provisions

7.3.1 Superannuation

Employees who are members of the now closed National Provident Fund Schemes or Government Superannuation Fund and who are employed by the Corporation as at the date of the coming into effect of this Agreement shall continue to receive the Employer subsidy applicable as at the date and as required by the respective scheme.

Employees who are employed at Hutt Valley District after the date of the Agreement coming into effect will not have access to the employer subsidy for any superannuation fund. Employees who are currently members of these superannuation funds will not be able to increase the employer contribution.

7.3.2 Telecommunications Contact Remuneration for Health Protection Officers

When an Employee is contacted in relation to work, while on call but not ‘called-out’, the Employee will be entitled to a minimum of 30 minutes or the time worked whichever is greater at time and a half (T1½).

8. Lakes District

8.1. Grandparented Long Service Leave

The long service leave provision contained below applies to employees with 10 or more years of service as at 1 October 2008, who were employed at Lakes DHB as at that date and who continue service with Lakes District. For all other employees, the CA provisions apply.

Lakes will provide PSA with a list of members who, at the date of settlement:

- Have received and utilised the entitlement
- Have further leave to accrue and/or maintain an entitlement

The grandparented clause is as per below:

"Long Service Leave

Criteria for qualification	After 10 years	After 15 years	After 20 years	After 25 years	After 30 years
All recognised service	1 week	1 week	4 weeks	5 weeks	6 weeks

The leave must be taken within 5 years of qualification or it will be forfeited, that is, if it is not used it is lost.

Long Service Leave is paid at ordinary rates.

The leave may be split into weeks, that is, it need not be taken in one period."

9. MidCentral District

9.1. On Call:

Employees shall be provided with a cell phone or pager. The employer shall reimburse half the cost of the private telephone rental where no cell phone coverage is available. This provision is grandparented to a single employee, until renegotiated between the parties.

9.2. Special On Call Provisions – Health Protection Officers (HPOs):

In addition to the on-call allowance specified in the CA, all HPOs will be paid an allowance equivalent to $2,000 per annum. This allowance will be pro rata per fortnight, based on timesheet entries.

When the organisation receives notification regarding any proposed changes by the agencies responsible for issuing warrants to HPOs that could impact on the on-call provisions specific to HPOs, the parties will meet to determine any necessary amendments to the relevant provisions.

9.3. Education Leave:

The following provisions 3.1 to 3.4 inclusive, applies to all MidCentral District employees previously covered by the Professional, Technical and Related Employees Collective Employment Agreement - 2 August 2004 to 31 July 2005 and to **all new employees who were employed on and after 1 July 2005.**

9.3.1 Every full time and part time employee will receive in every anniversary year a minimum of eight hours study leave, paid at ordinary rates.

9.3.2 This leave will enhance knowledge, skills and competencies of the employee, as agreed between the Departmental Head and the employee.

9.3.3 This leave will be additional to CPR, Fire and Earthquake updates, induction/orientation and intravenous certification requirements.

9.3.4 Should an employee attend an approved course/conference spanning a Saturday/Sunday the employee may utilize 3.1 and take one day's leave on special pay at a time suitable to both parties and subject to the prior approval of the appropriate Manager/Team Leader.

NB: The following applies only to the following occupational groups previously covered by the MidCentral DHB Therapists Collective Agreement 1 July 2004 to 30 June 2005 and is grandparented to named employees:

Occupational Therapists

Physiotherapists

Psychologists

Social Workers

Speech Language Therapists

Visiting Neurodevelopmental Therapists

9.3.5 For the purposes of clauses 3.5 to 3.5.9 permanent senior therapy staff are those permanent staff , Occupational Therapists, Physiotherapists, Speech Language Therapists, Social Workers and Visiting Neurodevelopmental Therapists, on Steps 6 and 7 of the Allied & Public Health Salary Scale (5.2) and Psychologists on Steps 6 to 10 of the Psychologists Salary Scale (5.5). **These provisions replace and are not in addition to the leave entitlement stated in 3.1 above.**

a) The employer will grant education leave of up to 2 days per annum to permanent staff on Steps 1, 2 & 3 of the Allied & Public Health Salary Scale (clause 5.2) and on Steps 1 to 3 of the Psychologists Salary Scale (5.5)

OR

b) The employer will grant education leave of up to 3 days per annum to permanent staff on Steps 4 & 5 of the Allied & Public Health Salary Scale (5.2) and Steps 4 & 5 of the Psychologists Salary Scale (5.5), OR

OR

c) The employer will grant education leave of up to 5 days per annum to senior staff, as defined in 3.5 above, to enable the employee to attend approved courses of study, seminars or conferences or to undertake specific research or projects considered by the employee and the employer to be of benefit to the professional development of the employee and of benefit to MidCentral District.

The employer will provide PSA with a list of all members who of members who, at the date of settlement, qualify for leave under 9.3.5 a)-c).

d) The entitlements in 9.3.5 a)-c) are pro-rated for part-time staff and may not be accumulated year to year. These entitlements are also in addition to core training required by the organisation.

Note of Interpretation – Although self-directed education leave will not exceed the amounts detailed above, education leave for attendance at seminars or conferences may be granted in addition to this allocation.

e) The employer is committed to working alongside staff to identify their education and professional development needs. An annual performance management plan identifying needs, will be completed with each employee intending to apply for education leave as specified above, by the designated reporting officer. The parties acknowledge that not all education needs may be apparent at the date of establishing the performance management plan and that staff may request education leave within their allocation during the year as the need arises.

f) Where the employer has determined that additional applicable qualifications are a requirement of the position or would enhance the knowledge and clinical practice of a permanent senior therapy staff member in a manner that will significantly contribute to

service delivery, a further five days study leave will be granted in addition to that specified in 9.3.5 c) above. This entitlement may not be accumulated.

g) Where the employer has determined that an additional degree qualification is a requirement of the position, on successful completion of the papers the employer will reimburse a minimum of 70% of up to two papers per year. This reimbursement is not cumulative.

h) Where an additional qualification is not a requirement of the position but the employee and the employer agree that this is desirable, reimbursement will be on a case by case basis.

i) Should an employee attend an approved course/conference spanning a Saturday/Sunday the employee may utilize 39.3.5 a)-c) above and take one day's leave on special pay at a time suitable to both parties and subject to the prior approval of the appropriate Manager/Team Leader.

j. Principles of considering education support/professional development

i. Professional advisors within each occupational group will work with their particular occupational group to identify the professional development needs of that group.

ii. The Team Leader will take the needs of each group into account when considering applications for education or development support, including courses and conferences.

iiii When considering applications for education and development support the Team Leader will consider the needs of the individual, each occupational group, the service and the organization alongside the available resources.

9.4 Reimbursement of Professional Association Fees:

MidCentral District's previous collective agreement had set maximum rates for reimbursement of professional fees. Therefore where the set rates in the previous collective are higher than the current collective, those rates would continue to apply. Rates to be reimbursed are specified in the table below:

Professional Association	**Maximum Reimbursement CA Cl.20.3**	**MDHB Grandparented Provision**	**MidCentral Maximum Payment**
Aotearoa New Zealand Association of Social Workers	$259	$283	$283
New Zealand Anaesthetic Technicians' Society	$100	$150	$150
New Zealand Society of Neurophysiology Technicians	$16	$20	$20
Physiotherapy New Zealand	$500	$540	$540
Podiatry New Zealand	$500	$632	$632
NZ Nurses Organisation for Professional Development		$150	$150
New Zealand College of Nurses		$225	$225

9.5. Retiring Gratuities – see Appendix C.

9.6. Dental Therapists and Dental Assistants

The parties to this agreement recognize that there are separate hours of work provisions and allowances that existed for Dental Therapists and Dental Assistants prior to the implementation of the Child & Adolescent Oral Health Service Strategy in 2009. The provisions and allowances were grandparented to those employees that wished to remain on their existing conditions as listed under Appendix J in the MECA as at 1 March 2010.

The employer will provide PSA with a list of all members who, at the date of settlement, these provisions remain grandparented to, until renegotiated between the parties.

9.7 Radio Pratique Allowance

Health Protection Officers shall be paid an allowance as set out below for each radio pratique duty performed outside normal working hours, for which no other payment (such as call out) is received.

MidCentral: $21.38

9.8 Clothing Allowance

9.8.1 Day Support Staff: An allowance at the rate of $172 per annum shall be payable to Day Support Staff who were previously employed as Recreational Officers in lieu of an issue of special clothing by the organisation.

9.8.2 Civilian Clothing for Occupational Therapists, Physiotherapists & Visiting Neurodevelopmental Therapists – An allowance of $3.07 per day (or proportionate part thereof for occupational therapists/ physiotherapists employed part time) shall be paid for each working day on which ,because of therapeutic requirements or in the interests of patient care/ rehabilitation, an occupational therapist/ physiotherapist is directed by the CEO to wear civilian clothes instead of the normal occupational therapist/ physiotherapist uniform. Provided that this allowance shall not be payable to staff wholly or mainly employed in an administrative role or staff who, with the CEO's permission elect to wear civilian clothing on duty.

10. Nelson-Marlborough District

No provisions

11. Northland District

11.1. Part Time No Fixed Hours

11.1.1 Part time employees will normally be engaged to work an agreed minimum number of hours each fortnight. Part time employees may also be engaged with no stated minimum hours only to provide relief cover for unscheduled increases in workload, unscheduled staff absences and in other circumstances that may be agreed from time to time between the employer and the representative of the affected employees. The monitoring of staff ratios in each of these part time employment categories is to be a standard agenda item at the regularly scheduled meetings of the joint committee provided for by clause 9.1 of the Collective Agreement that preceded the Midland MECA* (expired 30 June 2007).

11.1.2 A part time employee shall be entitled to an hourly payment, salary progression and other service related entitlements which are the same as those of full time employees doing comparable work.

11.1.3 A part time employee shall be entitled to other payments applicable to full time employees, including overtime and appropriate allowances where the employee meets the payment or allowance pre-conditions.

11.1.4 A part time employee shall receive a proportion of annual holiday, sick leave and other leave entitlements based on the number of hours worked.

* The preceding Collective Agreement was the Northland District Health Board/PSA Core Health Services Collective Employment Agreement 2002-2005.

It is acknowledged that while the joint committee referred to in 11.1.1 above is now disbanded, the parties will continue to monitor staff ratios in each of these part time categories as required.

11.2 Clothing Allowance

Where in the interests of patient care or rehabilitation the employer requires an employee to wear civilian clothing instead of issue uniform or work clothing, the employee may claim by way of a timesheet entry code (code CCA) a daily allowance of $3.05 for each day civilian clothing is worn at the employer's request.

12. South Canterbury District

12.1 Clothing Allowance

Employees who would usually be provided with a uniform but are required by the Employer to wear civilian clothes for therapeutic reasons or in the interests of patient care or rehabilitation. Where these employees are not provided with protective clothing and are exposed to risk of excessive soiling or damage to their clothes they shall be paid an allowance of $3.10 per day for each working day they are directed to wear civilian clothes.

13. Southern District

13.1. Clinical Psychologists (Variation, based on the Otago Variation to South Island Allied Health Professional / Technical Collective Agreement 2005 – 2007 and the Southland side letter variation dated 19 May 2015)

This variation replaces any entitlements that clinical psychologists would otherwise have received under clause 20, Professional Association Fees, and clause 21, Professional Development, Education and Training Leave of the CA and the Otago and Southland specific professional development clauses above.

13.1.1 To assist clinical psychologists to further develop their skills, knowledge and/or qualifications, each clinical psychologist is entitled to reimbursement of expenses of up to $3,500 per annum, pro rata for approved professional development activities. If not accessed, up to 75% of this entitlement per year (i.e. up to $2,625) may be accrued for up to three years.

Professional development activities shall include, but are not restricted to, the cost of travel to and from conferences, training and education courses, journal subscriptions, purchase of relevant books and software, and membership of professional organisation (other than a professional college) that offer education and/or training activities.

Psychologists will be mindful of the needs of the organisation and their own professional development when applying for leave and/or expenses for professional development activities.

13.1.2 Reimbursement of professional college fee: full time or part time clinical psychologists whose only income as clinical psychologists is derived from their Southern District employment shall be reimburses the membership fee of up to one professional college per year, provided membership of the college is relevant to the employee's employment. Other part time employees shall be reimbursed on a pro rata basis.

13.1.3 Each clinical psychologist shall be entitled to up to 10 days per annum leave (inclusive of travel time) for the purposes of professional development for approved courses and/or conferences. This leave does not accumulate.

13.3 Clothing Allowance - Southland

13.3.1 Clothing Allowance: An allowance of: $0.53 per day shall be paid for each working day where an employee is directed by the employer to wear civilian clothing instead of a uniform. Provided this allowance shall not be payable to employees wholly or mainly employed in an administrative role or employees who, with the employer's permission, elect to wear civilian clothing on duty.

13.3.2 Occupational Therapists/Assistants and Physiotherapists /Assistants: NB: The provisions of 13.3.3 below shall NOT apply to employees of Southland District employed after 1 July 2001.

13.3.3 Civilian Clothing Allowance: An allowance of $3.21 per day (or proportionate part thereof for occupational therapists employed part-time) shall be paid for each working day on which, because of therapeutic requirements or in the interests of patient care/rehabilitation, an occupational therapist is directed by the employer to wear civilian clothes instead of the normal occupational therapist uniform. Provided that this allowance shall not be payable to staff wholly or mainly employed in an administrative role or staff who, with the employer's permission elect to wear civilian clothing on duty.

In the case of the formation of the Southern DHB it is acknowledged that Public Health employees in Southland are covered by the Otago provisions.

13.4 Southland: Sterilising Technology Certificate Allowance

Employees who have obtained the Sterilising Technology Certificate shall receive an annual allowance of $360.57 pro rata for part timers.

14. Tairawhiti District

14.1 Radio Pratique Allowance

Health Protection Officers shall be paid an allowance as set out below for each radio pratique duty performed outside normal working hours, for which no other payment (such as call out) is received.

Tairawhiti: $21.59

14.2 Clothing Allowance

14.2.1 Civilian Clothing Allowance: An allowance of $306 per year (pro rata for part time staff) shall be paid to staff who, because of therapeutic requirements or in the interests of patient care and rehabilitation), are instructed or required by the employer to wear civilian clothing instead of the usual uniform. This allowance shall not be payable to tutorial staff, staff wholly or mainly employed in an administrative role, or staff who with the employer's permission elect to wear civilian clothing on duty.

14.2.2 Physiotherapist & Occupational Therapist Clothing Allowance: Physiotherapists and Occupational Therapists who are required to purchase a uniform shall be paid an annual clothing allowance of $200.00. Such allowance to be payable upon completion of each 12 months of service.

15. Taranaki District

15.1. Professional Training and Development Professional Development Fund

The Districts is committed to your ongoing professional development. To fund this development, the District will allocate $38,000 per annum (in each organisational financial year) for the term of this agreement. This allocation covers all three PSA MECAs (Allied, Public Health & Technical; Mental Health and Public Health Nursing; Lower North Island Admin/Clerical) and is referred to in each of these documents. This figure will be reviewed annually prior to the start of the financial year.

This fund will be for professional development and will not apply to the District compulsory or compliance training requirements. Neither will it apply to covering salary costs. It will cover the approved percentage of fees, travel, accommodation and other incidental costs associated with professional development. These costs will apply to external courses and non-compulsory courses run by the District.

The parties agree to establish a Professional Development Approval Committee (PDAC) consisting of the District representatives and employee representatives, one of whom will be a PSA member and another being Māori. The selection process for employee representatives will be organised in an open manner that will include input from Professional Associations, the PSA, and the Employer.

The PDAC, in consultation with the various occupational groups covered by this agreement, will establish the criteria for funding allocation for professional development within the requirements of the District. The PDAC will allocate funding for such collective and individual professional activities consistent with these criteria.

Applications are as per the PDAC guidelines and the the District Professional Development Policy and should be forwarded to the PDAC through the relevant manager.

NB: The Professional Development Fund excludes the Public Health Units due to their separate funding arrangements.

15.2 Radio Pratique Allowance

Health Protection Officers shall be paid an allowance as set out below for each radio pratique duty performed outside normal working hours, for which no other payment (such as call out) is received.

Taranaki: $27.32

15.3 Core MECA - 8.3.1 – Reimbursement of Telephone Rental When On Call

Employees shall be provided with a cell phone or pager. The employer shall reimburse half the cost of the private telephone rental where no cell phone coverage is available.

<Note to confirm agreement on SLT starting rates post Pay Equity settlement>

16. Waikato District

No provisions

17. Wairarapa District

17.1 Clothing Allowance

An allowance of $3.20 per day (or proportionate part thereof for part time employees) shall be paid to Occupational Therapists for each working day on which, because of therapeutic requirements or in the interest of patient care/ rehabilitation, the occupational therapist is directed by their manager to wear civilian clothes instead of the normal occupational therapist uniform.

18. Waitemata District

18.1 Radio Pratique Allowance

Health Protection Officers shall be paid an allowance as set out below for each radio pratique duty performed outside normal working hours, for which no other payment (such as call out) is received.

Auckland Region: $22.00

18.2 Clothing Allowance

An allowance shall be paid for each working day on which, because of therapeutic requirements or in the interests of patient care/rehabilitation, an employee is directed by the employer to wear civilian clothes instead of the normal uniform. Provided that this allowance shall not be payable to staff wholly or mainly employed in an administrative role or staff who, with the employer's permission elect to wear civilian clothing on duty, at the following rate (or proportionate part thereof for an employee employed part-time):

$3.04 (Waitemata District)

Where it is identified by the PSA or the employees concerned that anomalies exist between occupational groups working in similar circumstances in respect to the payment of clothing allowance, an agreement may be made between the PSA and the employer to rectify these anomalies.

18.3 Vision Hearing Testers (VHT) Smock Allowance

An allowance shall be paid to all employees employed as Vision Hearing Testers in lieu of providing smocks:

Waitemata District $81.00 p.a

18.4 Professional Development, Education & Training

18.4.1 Where it is considered desirable in the interests of Waitemata District and/or the career development of an individual employee, approval may be granted for study leave. This includes the provision of paid leave for Dental Therapists to attend approved Dental Therapy conferences, according to agreed criteria.

18.4.2 Such leave shall include leave to attend lectures or block courses and to sit examinations.

18.4.3 Waitemata District will produce and make available to employees, quarterly reports by service and position indicating what support (financial or otherwise) and leave from work (paid and unpaid) has been approved for employee's educational and training purposes.

18.5 Waitemata District Anaesthetic Technicians Emergency Response On Site Cover Variation

Variation of the Auckland Region District Health Boards/PSA Allied, Public Health & Technical CA – Emergency Response On Site Cover, North Shore Hospital.

18.5.1 Unless specified in this variation all other provisions of the above named Collective Agreement will apply. Participation is voluntary and will apply to positions appointed as Anaesthetic Technicians who are rostered to provide emergency response cover.

18.5.2 This variation overrides the Collective agreement clauses for ordinary hours of work, minimum breaks, meal breaks, overtime, and on-call. Emergency response cover will require the employee to remain on site for the entire duration of the employee's rostered period. Shifts will be rostered fairly between all participants.

18.5.3 This variation will take effect on 15th July 2013 and shall remain in place until such time as it can be removed or replaced by an alternative staffing system

18.5.4 Hours of work

a) Participating employees may be rostered on Emergency Cover response from 2000 – 0800 Monday to Saturday, and 1600 – 0800 Saturday to Monday morning.

b) All hours rostered will be paid at double time (T2).

c) The employer and employee will mutually agree on safe and practicable provision of a minimum break between an emergency response and the next period on duty.

18.5.5 Accommodation

Suitable secure single accommodation with access to a toilet, washing and showering facilities will be provided on site. Participating employees will not be permitted to leave the North Shore Hospital site during periods of emergency response cover. At the discretion of the employer either a meal will be provided or a meal allowance at appropriate CA rates, which may change from time to time, shall be paid per occasion worked on the emergency response roster.

18.5.6 Review

It is agreed that from the date of signing this variation and it coming into force, the roster will be reviewed by a panel consisting of the responsible District HR representative and PSA organiser and the anaesthetic technician elected delegates. This review will occur no later than 6 roster periods following the first Emergency Response shift being rostered. The review will undertake to determine the health and safety and work/life impact of the variation, the sustainability and fairness of the variation and any alternatives that could be considered.

18.5.7 Notice

Any employee who wishes to cease participating in the Emergency cover roster is required to give 4 weeks' notice of their intention to withdraw to the Charge Anaesthetic Technician. Notice must be given in writing. No employee will be discriminated against or otherwise disadvantaged by not agreeing to join the roster.

18.6 Waitemata District Anaesthetic Technicians 12 Hours Rosters Variation

18.6.1 This agreement, pursuant to the Districts PSA multi-employer Allied, Public Health, and Technical collective agreement 28 October 2011 – 30 April 2014 and its successors, applies only to the current and future employees appointed to the Anaesthetic Technician roster at Waitemata District while the employees are working the 12 Hour Roster.

18.6.2 This agreement may be varied in writing by the signed agreement between the employers and the PSA, subject to their respective ratification procedures. Any variation will apply only to those employees directly affected. Employees are "directly affected" only if their terms of employment will be altered as a result of the proposed variation.

18.6.3 12 Hour Shift variations in this workplace were effective from 1 July 2013.

18.7 Additional Provisions for Employees working Alternative Rosters

18.7.1 In specific instances, i.e. shifts of longer or variable lengths, the ordinary hours for a full time employee are able to be averaged over a roster cycle of greater than one fortnight e.g.: an employee who works 12 hour shifts may work 120 hours over a 3 week roster and be considered to be fulltime.

18.7.2 Alternative hours of work may be implemented by agreement between the employer, the employees directly affected and the PSA. Such agreement shall be in writing and signed by the representatives of the parties.

18.7.3 12 hour shifts are not recommended as a standard rostering pattern and shall occur only where clear clinical / service rationale supports this practice. Such shift patterns shall not compromise those employees who elect to work an eight hour roster.

18.7.4 Every employee shall have at least 2 consecutive 24 hour periods off duty each week.

18.7.5 No employee working 12 hours per rostered shift shall work more than 4 consecutive duties. Where 4 consecutive 12 hour duties are worked, by agreement with the employee, then the employee must then have a minimum of 4 consecutive 24 hour periods off duty. It is recognised that 3 consecutive 12 hours shifts is the preferred maximum. Where 3 consecutive 12 hour shifts are worked the employee must have a minimum of 3 consecutive periods 24 hours off duty.

18.7.6 Notwithstanding the foregoing, these off duty periods may fall separately no more than once every four weeks at the request of the employee or to facilitate rostering.

18.7.7 Meal Breaks and rest periods shall be observed in accordance with clause 2.1.9. In addition, an employee who works a 12 hour shift shall be allowed two meal breaks, one paid and one unpaid, each of not less than half an hour. Such meal breaks shall be arranged so as to be spaced as near as possible at equal intervals.

18.7.8 Minimum breaks between duties: No 12 hour roster shall contain breaks between duties of less than eleven consecutive hours. If the actual breaks are not achieved then the payment provisions of the overtime clause 2.2 shall apply. Note: if the employee requests a lesser break the overtime payments will not apply.

18.7.9 Overtime payments shall apply as outlined in clause 2.2.2(g)

18.7.10 Annual Leave / Sick Leave: each day of annual leave or sick leave shall be calculated and paid according to the number of hours rostered to work on the day of such leave.

18.7.11 Every employee who completes one year on alternative hours of work as above shall receive one week shift leave in place of the provisions set out in clause 6.3.

18.8 Waitemata District Anaesthetic Technician Standby Duty Roster Variation

This variation to the current Auckland Region District Health Board/PSA Allied, Public Health and Technical MECA 28 October 2011 – 30 April 2014, shall apply to employees who are appointed to the position of Anaesthetic Technician and who chose to participate in the Standby Duty roster. Unless

varied by this agreement all other provisions of the Collective agreement shall apply. This variation overrides the Collective agreement clauses for minimum breaks, overtime payments, and hours of work for rostered standby duties specific to Waitakere Maternity Services, Obstetric Theatre

18.8.1 TERM OF VARIATION

This variation is effective from 1 July 2013 and replaces any previous agreements relating to Standby Duty that may have been in place.

The participating employees agree to enter into this variation as an interim arrangement until sufficient staffing is engaged or alternative staffing arrangements are made to cover service delivery at Waitakere Maternity Services. It is Waitemata District's preferred position that sufficient technicians will be employed to provide a roster of cover 24 hours,7 days a week across the District.

18.8.2 PARTICIPATION

Participation in the Standby Duty roster is voluntary. Employees who wish to participate are required to confirm their agreement by signing at the end of this document. Any employee who wishes to cease participating in the Standby Duty roster is required to notify the Unit Manager and Service Manager of their intention in writing. This written notification must to be received no less than two weeks prior to the publication of the next roster.

18.8.3 HOURS OF WORK

a) For participating employees a rostered day duty in the Maternity Theatre will be from 0700 hours to 1900 hours, Monday to Friday. These hours will attract the following payments:

i. 0700 hours until the end of the employee's normal rostered 12 hour shift (1900hrs) will be paid as per the current CA provisions for week days and Public Holidays.

ii. 1900 hours to 0700 hours will be paid at the current CA provisions (Monday to Thursday nights).

b) A rostered Standby Duty shall be from 1900 hours Friday to 0700 hours on Monday. Payment for each twelve hour Standby duty shall be at T2 (double the ordinary hourly rate of pay).

18.8.4 DEFINITION

For the purpose of this Variation the definition of a Standby Duty is when an employee is rostered to remain in readiness for duty at an agreed location, within a maximum of 10 minutes of Waitakere Hospital, for the purpose of immediate call back on duty.

18.8.5 ACCOMMODATION

Paid accommodation (single) will be provided where required in an agreed motel (Lincoln Green) whilst the Anaesthetic Technician is on Standby Duty for Waitakere Hospital. This is to enable immediate response to callback. The cost of meals and any other sundry items will be met by the employee. Waitemata District will pay the cost of accommodation directly to the motel.

18.8.6 MILEAGE

Mileage may be claimed for actual travel of up to one return trip every 24 hours. Payment will be made for either the journey between North Shore Hospital and Waitakere Hospital or the journey from the Anaesthetic Technician's home address to Waitakere Hospital, whichever is the lesser.

18.9 Waitemata District – Maternity, Paediatrics & SCBU, Waitakere Hospital & North Shore Hospital Social Work On Call Agreement.

These variations to the Auckland, Counties-Manukau and Waitemata DHBs & PSA Allied, Public Health & Technical Multi-Employer Collective Agreement apply to the current and future individuals employed as Social Workers by the Child, Women & Family Services and appointed to the Maternity & Paediatric Units at Waitakere Hospital and North Shore Hospital.

Unless varied by this agreement all other provisions of the Collective Agreement shall apply.

This variation may be subject to change following review if required for operational safety before the expiry date of this CA.

18.9.1 Clause 4.0 Allowances

The on call allowance (4.1) is to be deleted and replaced with the following:

On Call Allowance for Social Workers employed in Maternity, Paediatrics and SCBU Units

All participating Social Workers who agree to be rostered on call to provide cover for the Maternity & Paediatrics Units at Waitakere Hospital & North Shore Hospital will receive the benefits outlined in clauses (a) to (c).

This will be on the basis of a rotating 1:4 on-call roster. Where operational cover and Social Worker availability require it, an on-call roster of 1:3 or 1:5 may be worked by agreement with the Social Workers covered by this variation.

a. All Social workers participating in the on-call roster as defined above will receive an allowance of $2,000 per annum.

b. Payment for all hours worked on site when a Social Worker on call is called back to either North Shore Hospital or Waitakere Hospital will be as per Clause 4.9 (Call-back) of the PSA Allied & Technical CA.

18.9.2 Clause 6.4 Extra leave for Shift Workers

All Social Workers agreeing to this variation shall be deemed to qualify for one weeks extra annual leave. This leave will be paid at the average earnings rate. This leave will be prorated for part time employees in line with their contracted hours of work. For clarity, this additional leave is only available to those social workers who are participating in the on-call roster under this variation, and only in relation to the period of their participation.

18.10 Employer-supplied Uniforms, Protective Clothing & Safety Wear

Where the employer supplies uniforms, protective clothing and safety wear (footwear, eye protection, gloves, etc), it shall remain the property of the employer and shall be laundered or otherwise cleaned free of charge, and replaced on a fair wear and tear basis. These items will be supplied free of charge to the individual employee.

19. West Coast District

No provisions

20. Whanganui District

20.1 Clothing Allowance

20.1.1 Where an employee is specifically instructed by the employer to wear clothes other than the uniform provided, during the course of their duties, an allowance of $3.51 allied health employees $3.41 mental health service employees per day (or proportionate part thereof for part time employees) will be paid.

20.1.2 Letter of understanding (applicable to mental health service employees): The parties recognise that the clothing allowance above and Clause 14 of the Whanganui Schedule (Uniforms & Protective Clothing) of the regional MECA that applied 2005-07 have been incorrectly applied. Those employees receiving this allowance as at 25 September 2000 shall continue to receive it.

APPENDIX C – DISTRICT RETIRING GRATUITIES

1.1.6.1 Auckland Region (Waitemata, Auckland/Te Toka Tumai, and Counties-Manukau Districts)

1.1 Recognition of service for each District appears in 2) below

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

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

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

1.1.4 See 1.3 for conditions on payments.

1.1.5 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.

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

1.1.7 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.

1.1.8 Notice requirements for retirement are specified in employer policies.

Scale Of Maximum Gratuities	
Period of Total Service	**Maximum Gratuity Pay Entitlement**
Not less than 10 years and less than 11 years	31 Days
Not less than 11 years and less than 12 years	35 Days
Not less than 12 years and less than 13 years	39 Days
Not less than 13 years and less than 14 years	43 Days
Not less than 14 years and less than 15 years	47 Days
Not less than 15 years and less than 16 years	51 Days
Not less than 16 years and less than 17 years	55 Days
Not less than 17 years and less than 18 years	59 Days
Not less than 18 years and less than 19 years	63 Days
Not less than 19 years and less than 20 years	67 Days
Not less than 20 years and less than 21 years	71 Days
Not less than 21 years and less than 22 years	75 Days
Not less than 22 years and less than 23 years	79 Days
Not less than 23 years and less than 24 years	83 Days
Not less than 24 years and less than 25 years	87 Days
Not less than 25 years and less than 26 years	92 Days

Not less than 26 years and less than 27 years	98 Days
Not less than 27 years and less than 28 years	104 Days
Not less than 28 years and less than 29 years	110 Days
Not less than 29 years and less than 30 years	116 Days
Not less than 30 years and less than 31 years	123 Days
Not less than 31 years and less than 32 years	129 Days
Not less than 32 years and less than 33 years	135 Days
Not less than 33 years and less than 34 years	141 Days
Not less than 34 years and less than 35 years	147 Days
Not less than 35 years and less than 36 years	153 Days
Not less than 36 years and less than 37 years	159 Days
Not less than 37 years and less than 38 years	165 Days
Not less than 38 years and less than 39 years	171 Days
Not less than 39 years and less than 40 years	177 Days
Not less than 40 years	183 Days

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

1.2 Retiring Gratuities Recognition of Service

1.2.1 Auckland/Te Toka Tumai District

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

1.2.2 Waitemata District

a. For all employees engaged before 01 July 1992 -The employer shall pay a retiring gratuity to staff retiring from the District who have had not less than 10 years' service with the employing District, with that District and one or more other Districts and with one or more of the following services: the Health Service, the Public Service, the Post Office, N.Z. Railways, or any University in New Zealand.

b. For employees engaged after 01July 1992 and prior to 01 August 1999 - Provided that for employees engaged after 1 July 1992 only service with the Health Service (CHEs, HHSs and subsidiaries, Area Health Boards, Hospital Boards or Health Service Community Trusts, Public Health Commission, RHA) shall be recognised.

c. For employees engaged after 01 August 1999 - Providing also that for employees engaged after 1 August 1999 only service with Waitemata Health Ltd/DHB shall be recognised.

1.2.3 Counties-Manukau District

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

"Service" Means The Aggregate Of:

a. service with the employer (including any individual employees' service previously recognised at the commencement date of this contract)

b. Service with any DHB, Crown Health Enterprise, Regional Health Authority, or Public Health Commission.

1.3 Conditions For Payment

1.3.1 Auckland/Te Toka Tumai District

The Employer may also grant half the normal entitlement to those Employees resigning after not less than 10 years' service to take up other employment.

1.3.2 Waitemata District

a. The employer shall, in exceptional circumstances, consider approving the payment of half or all of the normal entitlement to those employees who leave the District service after 10 years service. Such exceptional circumstances shall include, but not be limited to, sickness or retirement on medical grounds but would not normally include resignation to take up other employment.

b. Waitemata District agree to explore the accessing of retiring Gratuity days prior to the date of actual retirement on a case by case basis

1.3.3 Counties Manukau District

The Employer shall grant a full gratuity to those employees resigning after not less than 10 years' qualifying service, who are retiring from employment (and who sign a statutory declaration verifying this as their reason for resignation - such declaration to include provisions for repayment of the gratuity in the event that they resume significant paid employment). A full gratuity shall also be granted to those employees who have had not less than 10 years qualifying service and who are resigning for reasons of ill health or incapacity to continue with the same type of work.

2. Capital & Coast District

The following retiring gratuity provisions (that applied in the regional MECAs that preceded the current agreement) have been grand-parented below.

Eligibility

2.1 The employer shall pay a retiring gratuity to employees retiring who have had not less than ten years' service recognised as at:

10 August 1994 for clinical Services

30 June 1993 for Social workers, Psychotherapies and Therapies

No further service shall accrue regarding the payment of retiring gratuities from the dates specified above.

2.2 For the purposes of establishing eligibility for this allowance, total continuous service shall 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.

2.3 Where part-time service is involved the allowance shall 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 allowance purposes.

2.4 Allowances shall 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 an allowance. Spouse is defined as a person with whom a marriage agreement has been made or who is in a de facto relationship.

2.5 For the purposes of calculating the amount of gratuity which the employer shall pay, the rate of pay on retirement shall be the ordinary rate of pay only.

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

3. MidCentral District

3.1 Eligibility

MidCentral District - shall pay a retiring allowance to employees who on 1 February 1994 have no less than 10 years' continuous service and are an employee of MidCentral District Health Board on that date.

3.2 For the purposes of establishing eligibility for this allowance, total continuous service shall 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.

3.3 Where part-time service is involved the allowance shall 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 allowance purposes.

3.4 Allowances shall 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 an allowance. Spouse is defined as a person with whom a marriage agreement has been made or who is in a de facto relationship.

3.5 For the purposes of calculating the amount of gratuity which the employer shall pay, the rate of pay on retirement shall be the ordinary rate of pay only.

3.6 Employees who have more than 10 but less than 15 years continuous service on 1 February 1994 will be paid 50% of the relevant retiring allowance (subclause 5.10) when they retire.

3.7 Employees who have more than 15 years continuous service on 1 February 1994 will be paid a retiring allowance in accordance with the scale of retiring allowances (subclause 5.10), when they retire.

3.8 Employees who have less than 10 years continuous service on 1 February 1994, or who are employed after that date shall not receive any retirement allowance.

3.9 For the sake of clarity the CEO and the employee organisations party to this agreement will jointly prepare a list of employees who are eligible for a retirement allowance.

3.10 Discretionary Retiring Gratuity**:** The CEO may grant half of their retirement allowance entitlement to those employees resigning after not less than 10 years continuous service due to ill health.

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

4 Northland District

5.6 RETIRING GRATUITIES

a. Employees who have no less than 10 years' service with the employer may be paid a Retirement Gratuity within the scale given in Fourth Schedule.

b. The provisions of this clause will also apply where early retirement is taken by an employee as an alternative to redundancy.

SCALE OF MAXIMUM GRATUITIES:

SERVICE (years)				**GRATUITY (consecutive days)**
Not less than	10	less than	11	31
	11		12	35
	12		13	39
	13		14	43
	14		15	47
	15		16	51
	16		17	55
	17		18	59
	18		19	63
	19		20	67
	20		21	71
	21		22	75
	22		23	79
	23		24	83
	24		25	87
	25		26	92
	26		27	98
	27		28	104
	28		29	110
	29		30	116
	30		31	123
	31		32	129
	32		33	135
	33		34	141
	34		35	147
	35		36	153
	36		37	159
	37		38	165
	38		39	171
	39		40	177
	40 plus		183	

"Service" is service with the employer broken only by authorised absences, which includes absences with or without pay. Service of employees who resign for childcare reasons and are subsequently re-engaged by the employer will be classified for continuity of service purposes as having interrupted, not broken service with the employer excepting where the interruption to service is greater than 4 years.

49. RETIRING GRATUITIES

NOTE: This clause shall not apply to employees employed after 30 June 1992

(1) Retiring gratuities shall only be paid to eligible staff who are retiring from the organisation (with the express intention of retirement from the paid workforce) who have had not less than 1O years' service with the employer, with that employer and one or more other District Health Board, Health and Hospital Service, Crown Health Enterprise, Hospital or Area Health Board and with one or more of the following services: the Public Service, the Post Office, New Zealand Railways or any university in New Zealand.

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

(2) For the purposes of establishing eligibility for a gratuity, total service with the employer 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.

(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.

(4) Gratuities shall be paid to the spouse or If no surviving spouse, the dependent child(ren) or the estate of employees who died having given notice of the intention to retire 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.

(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.

(6) For the purposes of calculating the amount of gratuity which the employer may pay the rate of pay on retirement shall be the basic rates of salary or wages.

(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.

6 Whanganui

Whanganui – retirement of the employee shall be by mutual agreement between the employee and the employer.

Those employees that have an agreed retirement date or who meet the entitlement criteria as per sub clause 40.7(g) and who were employed prior to 1 October 1997 (Mental Health service employees) or 23 February 1994 (Allied Health employees), shall be paid a retiring gratuity.

No further service shall accrue regarding the payment if retiring gratuities from the dates specified above.

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.

7 West Coast

17. RETIRING GRATUITIES

Note: Clause 17, Retiring Gratuities shall apply to those Employees employed by the Employer prior to 01/07/98.

17.1 The Employer shall pay a retiring gratuity to staff retiring from the West Coast District Health Board who have had no less than 10 years' service with the Health Service. Employees of the West Coast District Health Board employed before 31 July 1992 will continue to have all eligible periods of service recognised before that date credited for this purpose while employed by the West Coast District Health Board.

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

17.3 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.

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

17.5 The Employer shall also grant half the normal entitlement to those employees resigning after not less than 10 years' service to take up other employment.

17.6 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.

17.7 For the purposes of calculating the amount of gratuity which the West Coast District Health Board shall pay, the rate of pay on retirement shall be the basic rates of salary or wages.

17.8 An employee who is granted leave without pay and who remains in the service of the West Coast District Health Board, 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

8 Nelson Marlborough

30. RETIRING GRATUITIES

30.1 For employees who commenced employment with the employer prior to 7th December 1992, the employer may pay a retiring gratuity to those employees retiring from the company, who have had no less than ten years' service with qualifying organisations (ie the existing qualifying service of employees employed by the employer p1ior to 7th December 1992 is recognised).

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

30.3 For the purposes of establishing eligibility for a gratuity, total service (as per clause 32.1 or 32.2) may be aggregated, whether this be part time or full time, or a combination of both at different periods. Part time service is not to be converted to its full time equivalent for the purposes of establishing eligibility.

30.4 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.

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

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

30.7 The calculation of a gratuity entitlement shall be in accordance with the scale detailed in clause 32.10 below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.

30.8 For the purposes of calculating the amount of gratuity which the employer may pay the rate of pay on retirement shall be the basic rates of salary or wages. The entitlement is calculated in consecutive days' pay.

30.9 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.

30.10 Scale of Maximum Gratuities

Total Period of Service	**Maximum Gratuity**
Not less than 10 years and less than 11 years	31 consecutive days' pay
Not less than 11 years and less than 12 years	35 consecutive days' pay
Not less than 12 years and less than 13 years	39 consecutive days' pay
Not less than 13 years and less than 14 years	43 consecutive days' pay
Not less than 14 years and less than 15 years	47 consecutive days' pay
Not less than 15 years and less than 16 years	51 consecutive days' pay
Not less than 16 years and less than 17 years	55 consecutive days' pay
Not less than 17 years and less than 18 years	59 consecutive days' pay
Not less than 18 years and less than 19 years	63 consecutive days' pay
Not less than 19 years and less than 20 years	67 consecutive days' pay

Not less than 20 years and less than 21 years	71 consecutive days' pay
Not less than 21 years and less than 22 years	75 consecutive days' pay
Not less than 22 years and less than 23 years	79 consecutive days' pay
Not less than 23 years and less than 24 years	83 consecutive days' pay
Not less than 24 years and less than 25 years	87 consecutive days' pay
Not less than 25 years and less than 26 years	92 consecutive days' pay
Not less than 26 years and less than 27 years	98 consecutive days' pay
Not less than 27 years and less than 28 years	104 consecutive days' pay
Not less than 28 years and less than 29 years	110 consecutive days' pay
Not less than 29 years and less than 30 years	116 consecutive days' pay
Not less than 30 years and less than 31 years	123 consecutive days' pay
Not less than 31 years and less than 32 years	129 consecutive days' pay
Not less than 32 years and less than 33 years	135 consecutive days' pay
Not less than 33 years and less than 34 years	141 consecutive days' pay
Not less than 34 years and less than 35 years	147 consecutive days' pay
Not less than 35 years and less than 36 years	153 consecutive days' pay
Not less than 36 years and less than 37 years	159 consecutive days' pay
Not less than 37 years and less than 38 years	165 consecutive days' pay
Not less than 38 years and less than 39 years	171 consecutive days' pay
Not less than 39 years and less than 40 years	177 consecutive days' pay
Not less than 40 years	183 consecutive days' pay

9 Tairawhiti

46.0 RETIRING GRATUITIES

46.1 The employer will pay a gratuity for those persons who are made redundant or retire. Those persons who have had their entitlements to gratuity frozen will receive the amount frozen if they are made redundant or retire through age or ill health.

46.2 The retiring gratuity shall be calculated on the basis of the employees salary (wage) rate at 31 December 1996 and on the basis of their years of qualifying service completed to 31 December 1996, ie., the rates of pay and years service are frozen at those 31 December 1996 levels.

46.3 In the case of employees with less than 10 years service at 31 December 1996 a retiring gratuity may be paid calculated on the basis of 3.1 consecutive days pay (31 December 1996 pay rate) for each complete year of qualifying service.

46.4 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.

46.5 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.

46.6 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.

46.7 The calculation of 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.

46.8 For the purposes of calculating the amount of gratuity the rate of pay as at 31 December 1996 shall be the basic rate of wage.

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

46.10 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. Employees employed after 1st July 1993 shall only have service with Tairawhiti District Health recognised for the purposes of this clause.

10 Wairarapa

Schedule 2

COMMON DHB SCHEDULED CLAUSES

1. RETIREMENT GRATUITIES

General Provisions

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

1.1 For the purposes of establishing eligibility for this allowance, total continuous service shall 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.

1.2 Where part-time service is involved the allowance shall 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 allowance purposes.

1.3 Allowances shall 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 an allowance. Spouse is defined as a person with whom a marriage Agreement has been made or who is in a de facto relationship.

1.4 For the purposes of calculating the amount of gratuity which the employer shall pay, the rate of pay on retirement shall be the ordinary rate of pay only.

1.5 Eligibility

Wairarapa - shall apply only to full and part time employees who qualified for a gratuity and were employed as at 1 February 1995. The gratuity shall be paid out on retirement subject to satisfactory performance and the employees individual entitlement as at 01 February 1995.

No further service shall accrue regarding the payment of retiring gratuities from the dates specified above.

11 South Canterbury

6.0 RETIRING GRATUITIES

6.1 The Employer may pay a retiring gratuity to staff retiring from the Company

i. Who have had no less than 10 years' service with the Company, or

ii. With the Company or one or more other Companies and with one or more of the following services; the Public Service, or any university in New Zealand.

6.2 Provided for employees engaged after 1 July 1992 that only service with Area Health Boards should be recognised.

6.3 For the purposes of establishing eligibility for a gratuity, total Company 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.

6.4 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.

6.5 Gratuities may be paid to the spouse or if no surviving spouse, the dependant 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 fact in a de facto relationship.

6.6 The calculation of 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.

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

6.8 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.

6.9 Scale of Maximum Gratuities

Period of Total Service	**Maximum Gratuity**
Not less than 10 years	31 days
Not less than 11 years and up to 25 years	4 days for each full year of service.
Not less than 25 years and up to 40 years	6 days for each full year of service.

Note: These are consecutive rather than working days.

12 Southern

Southland

NOTE: The provisions of Clause 25, Retiring Gratuities, shall not apply to employees of Southland District Health Board employed after 1 August 1996.

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

For the purposes of establishing eligibility for a gratuity, total Southland District Health Board service may be aggregated, whether this be part-time or whole-time, or a combination of both at different periods.

Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.

25.3 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.

25.4 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.

25.5 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 seNice taken into account in the calculation shall be deducted.

24.6 For the purposes of calculating the amount of gratuity which Southland District Health Board may pay the rate of pay on retirement shall be the basic rates of salary or wages.

25.7 An employee who is granted leave without pay and who remains in the service of Southland District Health Board, 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.

Otago

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

i) Qualifying age in 8.3 below;
ii) Not less than 10 years continuous service with the employer; and
iii) The current period of employment commenced on or before 01 February 1999, and has remained continuous since.

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

Qualifying age:

With the exception of employees on the Physiotherapist, and Occupational Therapist salary scales, employees are entitled to retire after reaching age 60 years or completing 40 years service if they:

a) were aged 55 years or more at 01 April 1992 and
b) have been in continuous employment with the Otago DHB and its predecessors since being employed with:

Cherry Farm Hospital prior to 01 August 1964
Department of Health prior to 01 August 1964

Public Service prior to 01 August 1964, then continuously with the Department of Health Maniototo, Otago or Vincent Hospital Boards prior to 01 June 1982

Waitaki Hospital Board prior to 01 July 1988

Waitaki Health District during the period 01 July 1988 to 01 August 1990.

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

Eligible service

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

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

8.5 For the purposes of establishing eligibility for a gratuity, total service as above 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 full-time equivalent for the purpose of establishing eligibility.

8.6 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.

8.7 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.

8.8 Where the employee is within five years of the eligible age for retirement in 11.3 above and is required to leave the paid workforce on medical advice, the employer shall pay a retiring gratuity. The employer may require the employee to provide evidence in support of their claim, including relevant medical reports.

8.9 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.

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

8.11 The parties agree that, in terms of section 30A of the Human Rights Act 1993:
the retiring gratuity is a "benefit paid to an employee"
the employer used "age" on and prior to 01 February 1999 to determine eligibility to the retiring gratuity, and indirectly to calculate the benefit

the retiring gratuity was a written term of the collective employment contract that applied on 01 February 1999.

SCALE OF MAXIMUM GRATUITIES

PERIODS 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 year	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 and a "day" is the equivalent to eight hours pay at T1.

To calculate the gratuity, the following formula is used:

$$\text{Salary} \times \frac{\text{Days Entitlement (above)}}{365} \times \textbf{FTE}$$

Otago Anniversary Day, for the purpose of this clause, shall be deemed to fall and be observed on the day that the employer determines.

13 Hutt Valley

Eligibility

Staff who, as at 30 January 1995, have qualified for a retiring gratuity according to their previous agreement of employment will have their number of days of retiring gratuity entitlement identified. The entitlement will be frozen and paid according to the provisions of the previous agreement of employment. Staff with less than ten (10) years' service will not be entitled to any gratuity on cessation of service.

No further service shall accrue regarding the payment of retiring gratuities from the dates specified above.

For the purposes of establishing eligibility for this allowance, total continuous service shall be aggregated, whether this be part-time or whole-time, or a combination of both at different

periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.

Where part-time service is involved the allowance shall be calculated to reflect this. The applied to the rate of pay established for allowance purposes.

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 1Allowances shall 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 an allowance. Spouse is defined as a person with whom a marriage Agreement has been made or who is in a de facto relationship.

For the purposes of calculating the amount of gratuity which the employer shall pay, the rate of pay on retirement shall be the ordinary rate of pay only.

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

APPENDIX D – PSYCHOLOGIST MERIT CRITERIA

Psychologist Merit Criteria (per clause 5.4.2(b))

1 Employees in the merit step ranges of the scale may apply for progression to a higher salary step at any time, but not more frequently than once a year unless otherwise agreed by both parties.

2. The employer will consider the application in good faith and will process the application, where practicable within 6 weeks, using a merit progression process typically involving the employee, an appropriate representative of the employer (e.g. the employee's line manager), and the Professional Leader - Psychology or (if not available) other appropriate senior psychological colleague.

3. Successful applications will be backdated to the date the application is received.

4. Where an application is unsuccessful the employee will be advised promptly of the reasons in writing and have an opportunity to have the decision reviewed, should they request in writing, by someone senior to the decision maker.

5. The request for review and the review must be conducted in a timely manner. If after the review process has been completed and the application is successful, the application must be backdated to the date the original application was received. The implementation of a salary increase as a result of a successful merit step application should not be unnecessarily delayed and where practicable implementation should occur within 6 weeks.

6. Progression to a higher merit step requires agreement by the employer that the employee has met the following criteria:

7 As a minimum, the employee must be fulfilling the Core Tasks and must meet at least 3 of the Optional Tasks. However, this minimum of 3 can be reduced to 2 by agreement, following a 3 way meeting of the Psychologist, Professional Leader and Service Manager, or their delegate.

7.1 Core Tasks:

a. The employee is undertaking clinical work at the level expected of a senior practitioner, as evidenced by satisfactory annual performance reviews and demonstration of overall competency at the Consultant level using the New Zealand DHB Psychology Leadership Council's Core Competency for Psychologists document (as may be reviewed) as a guide (unless the employee is not working in a clinical role).

b. Clinical Supervision of Psychologists, trainee psychologists, and/or other staff (unless it is agreed between the employee and employer that this is not an appropriate component of the employee's job role).

7.2 Optional Tasks

NOTE: It is intended that Optional Tasks show growth, development and continuing contribution to the service. As such, optional tasks will generally be relevant to the service, wider organisation and/or profession.

Some of the following will require that the task has been completed, and in other cases the task may be in progress.

The same activity can apply for more than one of the optional tasks provided it is recognized by all parties as a task of sufficient complexity or scope. If an activity is intended to be used for more than one qualifying optional task, it is preferable that this is agreed in advance.

a. Has authored work that has been published in recognised scientific or clinical publications since last progression.

b. Has presented a paper or a poster of a quality agreed by the employer and employee as being appropriate for the level being sought to a national or international conference, or has been an invited keynote speaker to such a conference since the last merit progression.

c. Has had a substantial role in one or more service development initiative that is regarded as important for the service since last progression.

d. Has undertaken a mandated leadership role such as clinical director, clinical leader, professional leader, or team leader for an extended period since last progression.

e. Has had a major role in the development of one or more significant programmes (eg a new clinical initiative) since last progression.

f. Takes leadership in promoting culturally appropriate delivery of services to Māori, Pacific People, and other cultural groups.

g. Is recognised as a consultant to other staff with clients with complex difficulties on an ongoing basis.

h. Is recognised as an expert by other staff and approached as a consultant and teacher in at least one clinical area.

i. Has had a substantial role in one or more research projects of relevance to the service since last progression.

j. Has had a significant role in professional groups at a regional or national level.

k. Has had a significant role in teaching or training psychologists or other health professionals or students in a formal setting.

l. Acts as the Responsible Clinician/Approved Specialist for a patient under the Mental Health (Compulsory Assessment and Treatment) Act 1992 or the Substance Addiction (Compulsory Assessment and Treatment) Act 2017.

m. Other criteria as agreed upon from time to time.

APPENDIX E - MEDICAL LABORATORY SCIENTISTS AND TECHNICIANS

Definitions of positions used to describe Medical Laboratory Scientists and Technicians within different Districts.

Section Head: Means a person appointed in charge of a section within a department of the laboratory and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

Charge Medical Laboratory Scientist: Means a person appointed in charge of a department or section of the laboratory and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

Technical Specialist: Means a person who is appointed to lead a designated technical area of the laboratory e.g. automation, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

Medical Laboratory Scientist: Means a person employed in a medical laboratory work who is registered with, and holds a current practising licence issued by, the Medical Laboratory Science Board, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

Co-ordinator: Means a person who is appointed to coordinate and lead a functional activity within the laboratory, such a Quality Coordinator, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

Laboratory Scientist: Means an employee who holds a science degree or equivalent who is employed to perform medical laboratory science but is not a registered Medical Laboratory Technologist / Scientist, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

Intern: Means an employee who has completed their degree and is still meeting their work experience requirements to gain registration as a MLS from the MLSB or equivalent and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

Medical Laboratory Technician: Means a person with QTA / QPT or other relevant qualification who is registered to practise by the Medical Laboratory Science Board. For purposes of clarification a relevant qualification may include a New Zealand BSc based on biological sciences, NZCS or other recognised medical laboratory qualification or degree.

Medical Laboratory Assistant: Means a person employed in a medical laboratory to do manual or technical work ancillary to those of a medical scientist, but who is not a medical laboratory scientist, medical laboratory technician or a trainee / intern.

Phlebotomist: Means a person who collects blood and other specimens as requested by an authorised referrer, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

APPENDIX F - DENTAL/ORAL HEALTH THERAPY PROVISIONS

Salary Scales – Adjusted For Common Annual Divisors

Dental/Oral Health Therapists - with effect from 1 December 2025

Rest of New Zealand Districts only

						Northland Only
Step	**Divisor:**	**1950**	**1903**	**1885**	**1846**	**1890**
Recognition Step 10	$119,300	$111,522	$108,834	$107,805	$105,574	$108,091
Recognition Step 9	$116,133	$108,562	$105,945	$104,943	$102,772	$105,221
Additional Progression Step 8	$112,965	$105,600	$103,055	$102,080	$99,968	$102,351
Step 7	$110,290	$103,099	$100,615	$99,663	$97,601	$99,927
Step 6	$107,414	$100,411	$97,991	$97,064	$95,056	$97,321
Step 5	$102,667	$95,973	$93,660	$92,774	$90,855	$93,020
Step 4	$96,754	$90,446	$88,266	$87,431	$85,622	$87,663
Step 3	$90,843	$84,920	$82,874	$82,090	$80,391	$82,307
Step 2	$84,927	$79,390	$77,477	$76,744	$75,156	$76,947
Step 1	$79,014	$73,863	$72,082	$71,400	$69,923	$71,590

The 1890 divisor applies to Dental/Oral Health Therapists/Hygienists employed at Northland District and appointed to hours of work of 7 hours and 15 minutes / 36.25 hours per week to be worked between 6:00am and 6:00pm from Monday to Friday inclusive.

Auckland Region only

		Category 1	Category 2	Category 3	Category 4	Category 5
Step	**Divisor:**	**1846**	**1768**	**1647**	**1569**	**1608**
Recognition step 10	$119,300	$105,574	$101,113	$94,193	$89,732	$91,963
Recognition step 9	$116,133	$102,772	$98,429	$91,693	$87,350	$89,522
Additional Progression Step 8	$112,965	$99,968	$95,744	$89,191	$84,967	$87,079
Step 7	$110,290	$97,601	$93,477	$87,079	$82,955	$85,017
Step 6	$107,414	$95,056	$91,039	$84,809	$80,792	$82,800
Step 5	$102,667	$90,855	$87,016	$81,061	$77,222	$79,141
Step 4	$96,754	$85,622	$82,004	$76,392	$72,774	$74,583
Step 3	$90,843	$80,391	$76,994	$71,725	$68,328	$70,027
Step 2	$84,927	$75,156	$71,980	$67,054	$63,878	$65,466
Step 1	$79,014	$69,923	$66,969	$62,385	$59,431	$60,908

Designated salaries will be pro-rated on the same basis: ((Full rate / 2086) * applicable annual divisor)

Dental/Oral Health Therapists - with effect from 7 December 2026

Rest of New Zealand Districts only

The 1890 divisor applies to Dental/Oral Health Therapists/Hygienists employed at Northland

						Northland Only
Step	**Divisor:**	**1950**	**1903**	**1885**	**1846**	**1890**
Recognition Step 10	$121,686	$113,752	$111,011	$109,961	$107,686	$110,252
Recognition Step 9	$118,455	$110,732	$108,063	$107,041	$104,826	$107,325
Additional Progression Step 8	$115,225	$107,713	$105,117	$104,122	$101,968	$104,398
Step 7	$112,496	$105,162	$102,627	$101,656	$99,553	$101,926
Step 6	$109,562	$102,419	$99,950	$99,005	$96,957	$99,268
Step 5	$104,720	$97,893	$95,533	$94,630	$92,672	$94,881
Step 4	$98,689	$92,255	$90,031	$89,180	$87,335	$89,416
Step 3	$92,660	$86,619	$84,531	$83,732	$81,999	$83,954
Step 2	$86,626	$80,978	$79,026	$78,279	$76,659	$78,487
Step 1	$80,594	$75,340	$73,524	$72,828	$71,321	$73,021

District and appointed to hours of work of 7 hours and 15 minutes / 36.25 hours per week to be worked between 6:00am and 6:00pm from Monday to Friday inclusive.

Auckland Region only

		Category 1	Category 2	Category 3	Category 4	Category 5
Step	**Divisor:**	**1846**	**1768**	**1647**	**1569**	**1608**
Recognition Step 10	$121,686	$107,686	$103,136	$96,077	$91,527	$93,802
Recognition Step 9	$118,455	$104,826	$100,397	$93,526	$89,097	$91,311
Additional Progression Step 8	$115,225	$101,968	$97,660	$90,976	$86,667	$88,822
Step 7	$112,496	$99,553	$95,347	$88,821	$84,615	$86,718
Step 6	$109,562	$96,957	$92,860	$86,505	$82,408	$84,456
Step 5	$104,720	$92,672	$88,756	$82,682	$78,766	$80,724
Step 4	$98,689	$87,335	$83,644	$77,920	$74,230	$76,075
Step 3	$92,660	$81,999	$78,534	$73,160	$69,695	$71,427
Step 2	$86,626	$76,659	$73,420	$68,396	$65,156	$66,776
Step 1	$80,594	$71,321	$68,308	$63,633	$60,619	$62,126

Designated salaries will be pro-rated on the same basis: ((Full rate / 2086) * applicable annual divisor)

Dental Assistants – with effect from 1 December 2025

Core Scale - Group B	Full Rate	Northland only Divisor 1890	Divisor 1846
Step 7	$88,887	$80,535	$78,660
Step 6	$84,855	$76,882	$75,092
Step 5	$81,015	$73,403	$71,694
Step 4	$77,358	$70,089	$68,458
Step 3	$73,876	$66,935	$65,376

Dental Assistants – with effect from 7 December 2026

Core Scale - Group B	Full Rate	Northland only Divisor 1890	Divisor 1846
Step 7	$90,665	$82,146	$80,234
Step 6	$86,552	$78,420	$76,594
Step 5	$82,635	$74,871	$73,128
Step 4	$78,905	$71,491	$69,827
Step 3	$75,353	$68,273	$66,683

Designated salaries will be pro-rated on the same basis: ((Full rate / 2086) * applicable annual divisor)

Preamble

The parties acknowledge the need to develop the models of community oral health services to meet the Government's policy objectives for which these services are funded. This includes alignment of delivery and accessibility of community oral health services with other health services. The parties commit to constructively engaging to manage service changes in accordance with their mutual obligations and the principles expressed in the document, during the term of this agreement.

Hours of Work

The Hours of Work provisions in this CA make it clear that all existing hours of work arrangements continue unless they are changed using the processes set out in the Hours of Work provisions.

The parties have endeavoured to update the provisions of Appendix J to capture variations agreed through the change process set out in the original 2007/08 settlement; an inadvertent omission from this Appendix does not negate any such local variation that has been agreed.

Long Service Leave Exclusion

Unless formally agreed and documented otherwise, where a community oral health service operates during school-term time only, but Oral Health/Dental Therapists are paid their standard salary for a full 52-week year without any discount to acknowledge this, then they shall not be eligible for Long Service Leave (clause 13). For clarity, this exclusion will not apply where the salary is pro-rated for working weeks of the year and paid as a 'smoothed' amount over the course of the calendar year.

Dental/Oral Health Therapy specific provisions are outlined below, by District:

Notwithstanding the above, the limitations in the following District -specific provisions (or in side letters) at:

i. MidCentral District

ii. Wairarapa District

iii. Whanganui District

iv. Bay of Plenty District

v. Canterbury District

vi. West Coast District

that operate to effectively limit employment and hours of work to school-term time only shall not apply to any new employee engaged from 1 November 2018. New employees may be employed on the default working arrangements applying to other allied health professions as set out in the body of the CA, specifically the standard 2086 annual hours basis of full-time employment and hours of work arrangements. This does not preclude the service and the new employee agreeing alternate arrangements to reflect service models and the employee's availability.

For clarity, the above change shall not impact on current employees at these Districts, whose working arrangements will continue until, and unless, varied by agreement or through the relevant change management processes.

Hawke's Bay:

The following provisions are grand parented for Dental/Oral Health Therapists permanently employed at Hawke's Bay District Health Board as at 5 March 2012;

a) Annual Leave

(i) Dental/Oral Health Therapists employed in dental clinics shall be entitled to 35 working days annual leave (pro rata for part time staff) to be taken throughout the year as agreed by the manager.

(ii) Dental clinics shall be closed at a time to be determined by the manager during the Christmas vacation. Dental/Oral Health Therapists can normally expect to have uninterrupted leave over the Christmas/New Year break.

(iii) Hawke's Bay District may provide in-service training to meet CPD requirements under the New Zealand Dental Council.

(iv) Where Hawke's Bay District does not organise such training or other activities Dental/Oral Health Therapists will be entitled to special leave on pay to meet CPD requirements.

(v) For safety reasons when school staff are not in attendance and Dental/Oral Health Therapists are required to be in the dental clinic, two employees will be present.

All new Dental/Oral Health Therapists employed at Hawke's Bay District thereafter will have annual leave provisions and hours of work as per clause 2.0 and 6.0.

b) Dental/Oral Health Therapists Supervising Allowance.

Charge Dental/Oral Health Therapists supervising new graduates in designated clinics shall be paid $1,623 per annum.

MidCentral:

1. Charge Dental/Oral Health Therapists In Designated Clinics

Charge Dental/Oral Health Therapists supervising new graduates in designated clinics shall be paid $1,639 per annum.

2. Annual Leave.

Dental/Oral Health Therapists shall not be required to attend clinics on days when primary school teachers are not in attendance. However, they may be required to attend refresher and in-house courses on days when they are not required to attend clinics.

Taranaki:

1. Annual Leave

i. Dental/Oral Health Therapists employed by Taranaki District Health Board prior to 01 July 2010 will be grand-parented their existing entitlement to thirty-five (35) days annual leave (pro rata for part timer staff).

ii. Dental/Oral Health Therapists employed by Taranaki District after to 01 July 2010 shall be entitled to thirty (30) days annual leave (pro rata for part-time staff). On completion of five (5) years recognised service (service as defined in clause 1.6), the employee shall be entitled to thirty-five (35) days annual leave (pro rata for part-time staff).

iii. Annual leave is to be taken at mutually agreed times throughout the calendar year.

2. Staff Safety

i. For safety reasons and where mutually agreed, where either school staff (for mobile or facilities) or other health centre staff are not present (other than lunch-times or short duration absences) two employees will be present in a facility or mobile for it to open and operate.

3. Dental Therapist and Dental Assistant Travel Reimbursement

i. The following sub-clauses shall apply upon the employee being formally allocated and commencing work at a regional hub or satellite.

ii. Where an employee is required to work at another location other than their allocated normal place or work, the employer shall initially endeavour to provide a District fleet vehicle where practical.

iii. Where an employee is required to use their own vehicle, a travel allowance shall be paid. The employer will reimburse mileage (at 70 cents per kilometre) where the employee has to travel further (to a temporary location except between Te Henui and Rangiatea community dental centres) than they would otherwise have to for their primary allocated place of work.

iv. For travel circumstances outside of these, including travel to work on mobile dental units, separate provisions will be made.

4. Professional Development Leave

a) The employer acknowledges a commitment to supporting the continued safe practice of its workforce and to supporting opportunities for the development of knowledge and skills which will benefit the patient, organisational effectiveness and workforce.

From 01 August 2010, the employer shall grant professional development leave of up to 40 hours per calendar year for full-time employees (pro-rated to no less than 16 hours per calendar year for part-time employees) who are registered Dental/Oral Health Therapists. This leave is to enable employees to complete qualifications, CPD, and to attend courses that are relevant to the employer, and which facilitate the employee's growth and development.

Professional Development Leave is to be taken at mutually agreed times throughout the calendar year, rather than confined to school holiday periods

Prior approval of the employer must be obtained before taking professional Development Leave.

Professional Development Leave will be granted at T1 rates and shall not accumulate for one year to the next.

Any claim for expenses must be approved in advance and will be considered on a case by case basis.

The previously allocation clinical administration time (the first week of the third term) is not incorporated as part of the normal working hours/role.

Dental/Oral Health Therapists and Dental Assistants will have access to the District/PSA PDF Fund with effect 01 August 2010, or mutually agreed earlier date.

Wairarapa:

1. Dental Therapist Additional Duty Allowance

The Dental/Oral Health Therapists group shall maintain a fund of a minimum value of $1,311 per annum. The amount of the allowance to be paid individually is determined by the number of additional duties unit points accumulated by a therapist over 12 months. Points are awarded on the following basis: -

a) for every 100 children seen - 1 unit point

b) for every 10 children seen thereafter - 0.1-unit point

c) for each *extra duty performed - 1 unit point

d) for each clinic and school serviced - 0.2-unit points.

To determine the dollar value of the unit points each year the total amount of the allowance fund is divided by the total unit points earned by all the therapists. Each therapist is then paid their individual allowance according to the number of unit points she/he has accumulated at the time of the December returns.

extra = xrays and buddying new employees.

Whanganui:

1. Allowances Charge School Dental/Oral Health Therapists in Designated Clinics

Charge Dental/Oral Health Therapists supervising new graduates in designated clinics shall be paid $1873.25 per annum.

2. School Dental/Oral Health Therapists Charge Allowance

An allowance of $104.79 per annum shall be paid to any school dental therapist who is placed in charge of one of the following patient groups:

a) where the main treatment centre is located in a primary school and is located in a community with fluoridated water - 650 patients.

b) where the main treatment centre is located in a primary school and is located in a community with non-fluoridated water - 450 patients.

c) where the main treatment centre is located in an intermediate school of Form 1 to Form 2 and is located in a community with non-fluoridated water - 300 patients.

Note: For each 10 percent or part thereof, that the number of patients exceed the respective figures set out above the charge allowance shall be increased by 10 percent of the base allowance.

3. Annual Leave

Dental/Oral Health Therapists /Dental Therapy Assistants employed in dental clinics attached to schools shall not normally be required to attend clinics on days when primary school teachers are not in attendance.

However Full-time Dental/Oral Health Therapists /Dental Therapy Assistants will attend five clinic days per year during school holidays and part-time Dental/Oral Health Therapists /Dental Therapy Assistants will attend pro rata clinic days per year during school holidays, or during the school term on days not normally worked.

On days when primary school teachers are not in attendance and Dental/Oral Health Therapists /Dental Therapy Assistants are required to attend clinics on school property, two employees will always be in a clinic.

The employer will provide five days of in-service education per annum in school holidays, and it is expected that employees will not take leave without pay on these days.

Three of the in-service days will be scheduled to occur at the beginning of school holiday breaks to ensure uninterrupted leave for Dental/Oral Health Therapists /Dental Therapy Assistants. Two in-service days will be held on the two days prior to the end of the Christmas/New Year school holiday break.

Subject to the above, Dental/Oral Health Therapists /Dental Therapy Assistants can normally expect to have uninterrupted leave over the Christmas/New Year primary school closure.

Dental/Oral Health Therapists /Dental Therapy Assistants are able to take leave without pay providing such leave is mutually agreed between the Employer and the Employee.

Waikato:

1. School Holidays — applies to school Dental Therapists employed prior to 1 November 2018 who are based in school dental clinics / mobiles.

    a) On school holidays, or otherwise when teachers are no in attendance, school Dental Therapists may be required to attend school dental clinics, for purposes within the scope of school dental services, provided that at least one other member of the school dental service staff is present, and provided that a reasonable level of security exists within the dental clinic.

    b) Alternatively, on school holidays, or otherwise when teachers are not in attendance, school Dental Therapists may be required to do work within the scope of the school dental services including dental health promotion, enrolment, and in-service training and education.

    c) These provisions shall be used in such a way that the work requirements arising from them shall be spread fairly and reasonably among school dental therapists. Eight weeks prior notification of a requirement to work during school holidays shall be given to school Dental Therapists affected.

    d) During the term of this Agreement, the number of days used under these provisions for all work, including in-service training and education, shall be a maximum of ten days for each school Dental Therapist. This is pro rata for part time employees.

2. In the event of the normal school hours being extended by a school or all schools, the implications for the normal working hours of school Dental Therapists shall be addressed by the parties.

3. Mobile Clinic Allowance – applies to all Dental Therapists and Dental Assistants

    A per annum allowance at a fixed aggregate amount of $5.00 shall be paid to any school Dental Therapist and Dental Assistant in one of the mobile dental clinics.

4. Dental Therapists employed before 1 November 2018 shall take their leave entitlements during the school holidays.

5. Recreation Leave for Dental Therapists

    a) Entitlement

- Dental therapists employed before 30 June 1992 shall be granted two days (or four half days) "recreation leave" with pay per year.
- Dental therapists employed after 30 June 1992 shall be granted one day (or two half days) "recreation leave" with pay per year.

b) Subject to the employer's convenience, leave granted in a) above may be taken either for such recreational purposes as the employee wishes or during the period between Christmas & New Year.

c) Employees will become entitled to recreation leave only after completion of 12 months' service and thereafter on the anniversary of appointment each year.

d) Employees resigning or retiring are not to be paid for any recreation leave untaken at date of resignation or retirement.

e) If untaken during any particular leave year, the recreation leave is to be cancelled, i.e. it may not be carried forward.

6. All Dental Therapists employed before 1 November 2018 will be offered the opportunity to transfer to the 2086 divisor and annual leave provisions in the body of the CA. The District will consider each request on a case by case basis dependent on service delivery requirements. Dental Therapists who have transferred to these provisions and who later wish to reduce their hours will be deemed part time employees

Tairawhiti:

Annual Eye Test

Tairawhiti agrees to provide an annual eye test for Dental staff.

Bay of Plenty:

1. In-Service – Dental/Oral Health Therapists

   In-service of 10 days will be held at the beginning or end of a school holiday period with the dates to be determined at least eight weeks prior. Attendance at in-service will be on pay for both full time and part time staff.

2. Dental/Oral Health Therapists employed in Dental Clinics attached to schools shall not be required to attend clinics during primary school holidays. It is agreed that Dental/Oral Health Therapists shall take their full annual leave entitlement during the December/ January school holiday. However, by prior arrangement, providing a minimum of eight weeks' notice prior to school holidays is given, Dental/Oral Health Therapists may be required to attend inservice courses or carry out other relevant dental duties during school holidays up to a maximum of ten days in any year. This however does not apply to the December/ January school holiday period, apart from the closure and set-up days.

3. Dental Mobile Clinic

   A per annum allowance at a fixed aggregated amount shall be paid to any Dental Therapist who is placed in charge of one of the mobile dental clinics, the respective amount of allowance being as prescribed annually by the employer for each such mobile clinic.

Northland:

1. Radiology Allowance

   A radiology allowance of $500 per annum, shall be paid to Dental/Oral Health Therapists designated to take x-rays.

2. Mobile Clinic Allowance

An annual mobile clinic allowance, determined by the employer, shall be paid to Dental/Oral Health Therapists working out of mobile clinics.

3. Mentor's Allowance

An allowance of $2,000 per annum shall be paid to Dental/Oral Health Therapists appointed by the Employer to mentor new Dental Therapy/Dental Hygienist graduates in designated clinics.

4. Travelling Reimbursement for Dental/Oral Health Therapists and Assistants

When travelling to and from work, Dental/Oral Health Therapists and Assistants will be reimbursed for travel when they use their own car within their established positions. The mileage will be calculated from an agreed central location, with the first 20 kilometres per day being at the SDS Dental Therapist's own expense. Mileage in addition to the first 20 kilometres will be reimbursed at $0.75 per kilometre, which shall be paid fortnightly.

Lakes:

All Dental/Oral Health Therapists employed at Lakes District from 1 May 2015 will have their terms and conditions, including but not limited to the hours of work clause and annual leave, as per the main body of the CA and will be employed on the 2086 divisor. The salary scale shall be the Allied & Public Health scale.

These provisions are for Dental/Oral Health Therapists employed at Lakes DHB who were employed with Lakes DHB as at 30 April 2015 and remain in continuous employment with Lakes District.

1. An allowance equivalent to $311.67 per annum shall be paid on an annual basis to each Dental Therapist employed at Lakes DHB prior to 1 May 2015 on a pro rata basis. This allowance replaces previously identified allowances at Lakes District.

2. Charge Dental/Oral Health Therapists in designated clinics shall receive an allowance of $40.38 per week pro rata when assigned to supervise a new graduate.

3. Dental/Oral Health Therapists employed at Lakes DHB before 1 May 2015 shall be required to work during school term and up to 10 days during the school holidays. By mutual agreement, school term working time may be swapped to school holidays. The days worked during school holidays will be used for in-service training, approved courses and conferences held on weekends, project work or providing dental treatment in appropriate clinics. The programme covering these days will be set by the Employer in conjunction with the employees. There will however need to be a negotiated contingency to meet any acute or requested needs, which may arise over these periods.

Nelson Marlborough:

1. Dental/Oral Health Therapists treating hospital patients in the Nelson or Wairau Hospital Dental Clinics will be paid a 50 cent per hour allowance for each hour worked in addition to their other remuneration.

2. Uniforms & Protective Clothing – Dental/Oral Health Therapists & Assistants

- All items of protective clothing supplied by the employer shall be laundered at the employer's expense, as and when required. Each case is to be determined on its merits by the employer. Employees will be paid $1.60 per working day in return for laundering their own protective clothing when the employer is unable to provide a laundry service

The employer may approve the wearing of alternative uniforms with no obligations to the employer in accordance with Clause 17 of the core CA and subclause a) above.

3. Leave and hours of work

- Annual leave for Dental/Oral Health Therapists and Dental Assistants will be in terms of the body of this CA (i.e., 4 or 5 weeks depending on tenure).

  Full time employment will comprise an 8-hour working day. The divisor used for remuneration will be 2086 (prior to 1 August 2011, 1846, was applied).

  In addition to annual leave, NM District will provide Dental/Oral Health Therapists and dental assistants in the community dental service (former School Dental Service) with special leave on full pay for the 2 weeks Christmas closedown, together with the three working days immediately following the 2-week closedown period. This special leave will only be paid in respect of the days and times that would have been worked by the particular employee but for this closedown period.

4. Travelling Allowance

   Notwithstanding Clause 22.1 of the Core CA, Therapists & Assistants required to work and stay overnight at Murchison will receive $60 per day plus accommodation.

<u>West Coast:</u>

- Charge Allowance

  An allowance of $96.32 per annum shall be paid to any school dental nurse who is placed in charge of one of the following patient groups:

  d) where the main treatment centre is located in a primary school and is located in a community with fluoridated water - 650 patients.

  e) where the main treatment centre is located in a primary school and is located in a community with non-fluoridated water - 450 patients.

  f) where the main treatment centre is located in an intermediate school or Form I to VII school and is located in a community with fluoridated water - 450 patients.

  g) where the main treatment centre is located in an intermediate school or Form I to VII school and is located in a community with non-fluoridated water - 300 patients.

  Note: For each 10 per cent or part thereof, that the number of patients exceeds the respective figures set out above the charge allowance shall be increased by 10 per cent of the base allowance.

- Charge Dental Nurses in Designated Clinics

  Charge Dental Nurses supervising new graduates in designated clinics shall be paid $1,721 per annum.

- Mobile Clinic Allowance

  A per annum allowance at a fixed aggregated amount shall be paid to any school dental nurse who is placed in charge of one of the mobile dental clinics, the respective amount of allowance being as prescribed annually by the department for each such mobile clinic

- Annual Leave

  Clause 6.1 of the Core CA shall apply except that Dental/Oral Health Therapists employed in dental clinics attached to schools shall not be required to attend clinics on days when primary school teachers are not in attendance. However, they may be required to attend refresher and in service courses on days when they are not required to attend clinics. Leave shall be granted for 35 working days to be taken during primary school holidays as directed by the Employer.

  Notwithstanding the above, in recognition of the West Coast District's intention to provide a dental service during the school holidays, Dental/Oral Health Therapists and the West Coast District undertake to reach a mutually acceptable arrangement to provide a dental service.

Canterbury:

1. Annual Leave

   a) Dental/Oral Health Therapists and Assistants shall retain the annual leave entitlement that existed in the regional MECA prior to this Agreement coming into force.

   Dental/Oral Health Therapists and Assistants shall not be required to attend clinics on days when primary schools are closed, and their absence shall be paid time off. They may be requested however to attend continuing education and in-service courses for no more than 3 days per annum as directed by the employer on days when clinics are closed provided one school term's notice is given. Dental/Oral Health Therapists and Assistants are required to take their annual holidays when primary schools are closed.

   Notwithstanding the provisions of a) above, Dental/Oral Health Therapists and Assistants may by agreement between an individual employee and the employer attend work when primary schools are closed. When this occurs, the provisions of sub-clause 2.2.2 of the Core CA (overtime) shall not apply but the employee will receive the ordinary hourly rate in addition to being paid the ordinary hourly rate.

2. Private Use of Motor Vehicle

   For School and Community Dental Service employees only, the following provisions apply from the start of the school term in May 2005:

   a) One Board vehicle will be made available full-time within each of the three rural teams. This vehicle needs to be managed as per the Employer's Vehicle and Transport Policy. How this vehicle is utilised within the team, will be at the team's discretion.

   b) All approved work-related travel between clinics or other District workplaces/ locations is to be reimbursed. This includes any travel specifically for the purposes of delivery of equipment between workplaces.

   c) Employees will be able to claim reimbursement of all work-related travel, including distances travelled to and from work, over 20 kilometres per day. This is to be claimed fortnightly and signed off by the relevant manager / coordinator before being forwarded to Payroll for processing. The parties acknowledge that this arrangement is in recognition of the travel requirements / service delivery needs that are specific and unique to the School and Community Dental Service and that this will not apply or be made to apply to any other service within the organisation.

   Note: This subclause incorporates the terms of the agreement reached between the parties during 2005 in accordance with the developed and agreed principles relating to the reimbursement of travel expenses.

Southern District: Southland:

1. Annual Leave

   Dental/Oral Health Therapists and Dental Assistants are entitled to 4.6 weeks' annual leave per year, except that employees with 5 or more years of recognised service will instead be entitled to 5 weeks of annual leave per year.

2. Uniforms

   Each Therapist/ Assistant shall be provided with coveralls which shall remain the property of the employer and shall be laundered by the employer free of charge.

3. Relieving Dental Therapist Allowance

   The permanent occupant of the relieving dental therapist position is to receive an annual allowance of $772.65.

Southern District: Otago:

1. Annual Leave

   In accordance with the terms of the 5 July 2011 agreement between Southern DHB and the PSA, Dental/Oral Health Therapists and Assistants are entitled to 4.6 weeks of annual leave per year, except that employees with 5 or more years of recognised service will instead be entitled to 5 weeks of annual leave per year.

Hutt Valley:

1. Annual Leave - School Dental Service

   Employees are entitled to the annual leave provisions of the core CA.

   Due to the special nature of the School Dental Service, employees are entitled to 30 days annual leave after the completion of one (1) year's service if the employee agrees to take all annual leave during the school holidays or alternatively employees can elect to take 10 weeks leave, during the school holidays, (30 days annual and 20 days special leave without pay) and have their salary pro-rated at 0.9231FTE (240 days per year) on an annual basis. Employees can elect either option in July each year, to take effect at the beginning of the following calendar year i.e. 1 January to 31 December

Auckland Region – Waitemata, Auckland/Te Toka Tumai, and Counties-Manukau

1 Transport for Dental Therapists Travelling Between Clinics

   Dental Therapists required to travel more than five kilometres past their principal clinic (the clinic where the therapist works most of the time) shall be paid a travel allowance at the rate promulgated from time to time by the Inland Revenue Department.

2. Dental Therapists - Additional Responsibility Allowance

   An additional responsibility allowance of $2,500 per annum, pro-rated where applicable shall be paid for relevant periods of time to dental therapists who take on additional responsibility according to agreed criteria. This allowance shall be applicable for a minimum period of two weeks.

3. Leave for Dental/Oral Health Therapists/ Assistants - Subject to annual leave provisions in body of CA.

   a) Dental Managers, Quality Manager and Training Coordinator and Category 1 Dental/Oral Health Therapists and Clinical Team Leaders shall be granted leave of absence on full pay in respect of each leave year as follows:

Dental Manager Quality Manager and Training Coordinator	22 working days
Clinical Team Leaders	25 working days
Category 1 Therapists	25 working days

   b) Category 2, 3, 4 and 5 Dental/Oral Health Therapists shall be granted leave of absence in respect of each leave year as follows:

Category 2 Therapists	24 working days
Category 3 Therapists	22 working days
Category 4 Therapists	21 working days
Category 5 Therapists	21.5 working days

The deferred salary contribution for payment during periods of unpaid leave shall continue to be deducted, from annual leave payment calculated on average weekly earnings.

c) Leave shall be taken annually at times approved by the employer. Except that flexible leave as outlined in Table 1 below may be carried forward to the following year. All leave must be taken during the school holidays except that leave may be taken during term at the convenience of the employer according to the following table:

Category of Therapist	Number of working days flexible annual Leave which may be taken during school term time
Category 3,4 and 5	Nil
Category 2	5 Days
Category 1	10 Days
Clinical Team Leaders	10 Days
Dental Managers, Quality Manager and Training Coordinator	22 Days

The employer requires that category 1 and 2 Therapists shall take 3 weeks annual leave over the Christmas period where the dates of this period are dictated by the Employer taking into consideration the dates of school holidays. Those Dental/Oral Health Therapists employed for 47 weeks shall be able to work up until Christmas if they wish, with the actual dates being set annually by agreement with the PSA. Category 3, 4 and 5 Therapists shall take all their annual leave at the discretion of the Employer during the school breaks between February and December.

Special leave without pay shall not be granted during term except in exceptional circumstances, usually compassionate grounds. All requests will be considered on a case by case basis and at the discretion of School Dental Service Management.

d) Dental Assistants

Dental Assistants will have six flexible annual leave days per annum for the first four years and eleven flexible annual leave days thereafter. Dental Assistants will be required to take some annual leave when the service closes for the Christmas break.

APPENDIX G: HAUORA MĀORI WORKER

Assessment of Clinical and Cultural Competency

for the Purpose of Placement on the

Hauora Māori Worker Salary Scale.

The DHBs and the PSA acknowledge the significant contribution that Te Rau Matatini has made to the development of this Appendix, the process for assessment and the assessment criteria.

1. Introduction

This framework is designed to provide a consistent approach to the assessment of employees in positions that come within the definition of Hauora Māori Workers in terms of their cultural knowledge and expertise. When combined with an assessment of the employee's clinical competence, it allows the relevant District manager to determine the appropriate level on which to place the employee.

2. Hauora Māori Workers

These are defined as positions that work almost exclusively with Māori patients/clients and where the employee has been engaged because of their knowledge and expertise in Māori cultural matters.

Job titles within the Districts are listed below. This should not be viewed as an exclusive list.

Apiha Kaitohu	Cultural Advisor/ Worker	Kai Awhina
Kai Manaaki	Kaiatawhai	Kaiawhina Māori
Kaimahi Toiora Māori	Kaitakawaenga	Kaiwhiriwhiri
Kaumatua	Kuia	Māori Advisor
Māori Community Health	Te Tauawhiri	Kaimahi Hauora
Kaitiaki	Te Pou Kokiri	Whai Manaaki
Whānau Support Worker	Whaea Matua	Kaioranga Hauora Māori
Pukenga Atawhai Kaituitui	Māori Community Support Worker	

3. Placement On & Movement Through Salary Scale Levels

There is a two-prong process for determining the placement of Hauora Māori Workers on the salary scale. The first part of the process is to determine which of the three salary levels most appropriately reflects the employee's cultural and clinical competence. This process occurs either on appointment to the position or as outlined in 4 below. The second process occurs when the employee reaches the top automatic step of the salary level to which they have been appointed. At this point, the employee may choose to apply for the merit steps within the salary level. Hauora Māori Workers who have been appointed to Level Two or Level Three of the salary scale apply for merit using the Career & Salary Progression (CASP) process, which is detailed in Appendix A.

4. Assessment Process

The assessment process comprises three stages and follows a formal request from the employee to have their competence assessed. Normally such a request will not be made more than once in any twelve-month period. The process involves:

- Self-Assessment: This involves the employee assessing themselves against the cultural competency framework as well as providing an assessment of their clinical competence (in line with the requirements of the employee's position description). It is up to the employee to assemble the evidence that they consider supports their various assessments. It is this self-

assessment and supporting evidence that forms the basis for the assessments described in b) and c) below.

- Peer and Senior Professional Assessment: The self-assessment will be presented to one peer and one senior professional mutually agreed by the employee and the employee's service manager or the manager's proxy. Where agreement cannot be reached the service manager/proxy shall decide who will carry out this aspect of the assessment. In addition to the self-assessment, the two assessors, working jointly, may seek further evidence and/or input from others nominated by the employee, including the whānau of clients/patients. Where there is a therapeutic relationship between the employee and someone nominated for the assessors to speak with, particular care must be taken not to impinge on that therapeutic relationship. The merit of any additional evidence will be evaluated based on the assessors' knowledge and understanding of the employee's role.
- Kaumatua and Service Manager (or proxy): The report from the process described in b) above, together with the employee's self-assessment and all evidence gathered, shall be assessed jointly by a Kaumatua with no potential or actual conflict of interest in relation to the employee and the employee's service manager or proxy. Following the critique of the evidence if there are any doubts as to the outcome of the assessment process, the Kaumatua and Service Manager/Proxy may interview the employee and/or the peer and senior professional assessors. Following this evaluation process, the Kaumatua and Service Manager/Proxy shall make a decision on the appropriate level of competence. If the Kaumatua and Service Manager/ Proxy cannot reach agreement with respect to the evaluation, the decision rests with the Service Manager/ Proxy. Where the assessment justifies advancement to a higher scale then this is a matter for the Service Manager/ Proxy to recommend or approve according to the organisation's delegated authority policy.
- Where the final assessment is inconsistent with the employee's own assessment, or the recommendation is that they are correctly placed relative to their overall competence and expertise, the employee shall be given appropriate feedback including details of those areas where improvement is required to proceed to a higher level.
- Discretionary Additions/Alterations to the Process:

  The employer may agree to additions/alterations to the process such as the following:

  - A peer (Tuakana/ Teina) process that allows the team and or roopu tautoko to have input into the validation of the practice of the worker.
  - A hui process that includes discussions around the employee's years of experience and the level at which the employee should be assessed.
  - Submission of portfolio.

  Note: The employee may withdraw their request for assessment at any stage

5. Cultural Competency/ Expertise Framework

Cultural competency highlights the commonalities of Māori responsiveness. This should include competencies that are Māori, Clinical and Community.

This section contains the details of the cultural competency framework against which employees are to be assessed.

The purpose of the assessment is to place the employee on the most appropriate of the three levels. Those employees with a basic understanding should be placed on level one, those who are fully competent on level two and those who are advanced/ expert should be on level three. When making decisions the employer should have regard to the placement of other Hauora Māori Workers.

Pukenga Māori Motuhake

Tuakiri – Identity **Secure cultural identity, ready access to tangata whenua cultural, social and physical resources.**		
Au	**Whānau**	**Whanaunga**
Displays self awareness. Ko wai au? No hea au?	Enables patients/whānau to rediscover their identity & rediscover their mana.	Facilitates an environment that acknowledges tangata whenua cultural and spiritual values and beliefs integral to the healing process.
Has access to/ knowledge of own Whakapapa/ pepeha.	Builds appropriate relationships.	Utilises relationships/ networks to seek out appropriate resources.
Has access to, or knowledge of, own mana whenua (turangawaewae), Marae, Maunga, Awa, Moana, Waka.	Supports patients to establish or enhance bonds with own whānau, hapu or iwi.	Promotes, initiates and facilitates the access to resources that emphasise patient/whānau wellbeing.
Identifies a tikanga or whakatauki from their turangawaewae and reflects on the core values.	Provides awhi, tautoko, aroha for patients/whānau.	Understands the impact of colonisation and the Treaty of Waitangi non-compliance on Tangata Whenua.
Understands the impact of own culture, values and life experiences on relationships with patients/ whānau.	Displays knowledge of local tikanga/ kawa of Tangata Whenua in order to demonstrate respect for their mana whenua.	Marae – the employee is able to identify the importance of Whare Tupuna, Maraeatea, Nga Pou, Tikanga, Kawa, Kaupapa, Mauri with regards to self and whānau and others.
Ukaipo is able to identify food that promotes the growth of the body, the mind, the whānau and the spirit.	Participates in and understands the varying forms in which Tangata Whenua partake and contribute.	Ko au ko koe ko taua – able to identify the significant relationships within and without the whānau and what is required to maintain these relationships.
Whanaungatanga **He aha te mea nui o te Ao, maku e ki atu, he tangata, he tangata, he tangata**		
Knows and determines own whānau links, e.g. whakapapa, pepeha, own position with a purpose.	Connects and engages with Tangata whenua whānau.	Identifies or accesses assistance to identify the impact of whakapapa upon a current situation.
Demonstrates in practice an understanding of the diverse nature of whānau and relationships in contemporary Tangata Whenua interactions and how this influences your practice.	Acknowledges whānau, pepeha, whakapapa, pakiwaitara, korero purakau, stories.	Identifies the key role-players with patients/whānau i.e. hoa rangatira (partner/ spouse), tuakana, teina, kuia, kaumatua, tohunga etc.
Demonstrates a critical awareness of how to establish a relationship with patients/whānau.	Ensures whānau are nurtured, well informed, involved and supported.	Understands Tangata Whenua principles of whānau relationships such as Tuakana-Teina and how those relationships influence the dynamics of supporting patients/whānau.

Pukenga Māori Motuhake

Establishes rapport with patients/whānau to support a situation.	Establishes an awareness of the different role-players and responsibilities within whānau.	Ensures that appropriate forms of information and knowledge are communicated to whānau including a clear breakdown of technical terms.
Understands the importance of whānau participation at all levels of service planning, delivery and evaluation.	Incorporates whānau participation in all (professional) interventions.	Encourages whānau to make decisions and find solutions.
Pupuri ki te Arikitanga **Hold fast to the chiefly things** **Setting the standard. Maintaining the standard. Living the standard.**		
Demonstrates a code of conduct in practice incorporating: Kaua e whakahihi Kaua e kangakanga Kaua e tukino Kaua e takahi Tika, pono, aroha, rangimarie	Incorporates the dynamics of tikanga as a code of best practice standards in professional conduct in daily practice.	Understands and implements the principles of tika, pono and aroha within practice.
Demonstrates an understanding and is able to incorporate into practice the concepts of tapu and noa.	Recognises in practice that patients/whānau will have certain forms of control and authority, sanctions and rewards.	Applies principles of the dynamics of tapu, noa and rahui into scope of practice.
Identifies personal goals towards maintaining code of conduct and strengthening aspirations to “walk the talk” of a committed Hauora Māori Worker to the kaupapa.	Understands and is able to experience positive benefits for patients/whānau through a strengthened and living commitment.	Promotes an understanding of, and knowledge of how to incorporate into practice tikanga as a code of behaviour and conduce for other Hauora Māori Workers.
Demonstrates within Māori community and/or whānau, hapu and iwi tikanga Māori code of conduct.	Patients/Whānau able to identify clearly that the Hauora Māori Worker works within a tikanga Māori code of practice.	Supports community to understand tikanga Māori code of practice and its value to Hauora Māori Worker best practice standards.
Te Reo me ona Tikanga **Kia mau ki o tikanga me to reo tangata whenua, konei ra to turanga teitei e.** **Retain your customs and your tangata whenua language, for this is what gives you status.** **Toi te kupu. Toi te mana. Toi te whenua.**		
Engages in korero tangata whenua (introductory level) and has access to karakia, mihi and waiata.	Engages in korero tangata whenua (lower intermediate level) and has access to powhiri	Engages in korero tangata whenua (medium intermediate level) and has access to those who are fluent in te reo, i.e. kuia, kaumatua whānau.

Pukenga Māori Motuhake

	processes, whaikorero, karangatanga, waiata, tapu, noa.	
Demonstrates an emerging knowledge base of tikanga and tuturu tangata whenua concepts and practices (aim to enhance and/ or restore cultural identity).	Displays respect for others' tikanga/ kawa.	Supports and guides proactively patient/whānau with tikanga tangata whenua.
Articulates pepeha: ingoa, Waka, Maunga, Awa, Moana, Marae Hapu/Iwi in te reo tangata whenua.	Integrates the importance and impact of tangata whenua processes in practice.	Affirms tangata whenua processes through transfer of practices in varying areas, e.g. karakia, waiata.
Demonstrates in practice an understanding of behaviours consistent with tikanga/ kawa in relationships with tangata whenua, i.e. tika, pono, aroha.	Investigates culturally appropriate practice amongst colleagues, patients/whānau.	Incorporates and practices the concept of koha and reciprocity.
Identifies local Iwi and their boundaries.	Consults with Iwi to ensure appropriate processes (tikanga/ kawa) are adhered to.	Incorporates and practices the concept of Te Wa: Time is governed by processes.
Hauora Māori **Te Ha a Koro ma a Kui ma**		
Applies key aspects of tangata whenua health perspectives in practice such as the importance of wairua, hinengaro, whānau and tinana when working with tangata whenua.	Undertakes cultural assessments based on tangata whenua concepts and values.	Plans, implements and evaluates integrated plans that address all dimensions of Hauora tangata whenua and maintain wellbeing including cultural management plans.
Demonstrates in practice an understanding of the role of patients/whānau in their own recovery.	Displays a balanced appreciation of physical, social, cultural, spiritual and mental aspects of health and health care.	Facilitates access to traditional and contemporary healing options for patients/whānau e.g. Tohunga, matekite, rongoa, mirimiri and karakia.
Demonstrates in practice an understanding of the determinants of tangata whenua health, e.g. housing, education and employment.	Acknowledges patients/ whānau perspectives of health determinants.	Promotes further learning and knowledge of health determinants on patients/ whānau wellbeing amongst team and colleagues.
Investigates the key needs of tangata whenua population groups, e.g. tangata whenua mental health needs.	Respects patients/ whānau in determining their choice of rongoa.	Proactively supports tangata whenua positive health gains.
Understands the term "taonga" and how it influences the way in which you support patients/whānau.	Affirms understanding of taonga by acknowledging what patients/whānau believe is precious/ important.	Analyses and identifies areas where taonga has an impact in varying dimensions, e.g. taha wairua, taha whānau, taha tinana and taha hinengaro.

Pukenga Māori Motuhake

Applies knowledge of the differing health and socio-economic status of tangata whenua and non-tangata whenua.	Utilises Māori models of practice for the benefit of all on case load and/ or in shared interventions with other health professionals.	Demonstrates the positive effects of the use of Māori models within one's scope of practice.
Nga Mahi Awhina **He kokonga whare e kitea, he kokonga ngakau e kore kitea** **One can see the corners of a house; one cannot see the corners of a heart.**		
Demonstrates in practice the importance of whakarongo and engages in effective communications.	Ensures patients/ whānau are listened to.	Is supported as a Hauora Māori Worker working within a rohe with mana whenua endorsement.
Establishes relationships/ rapport with patients/ whānau.	Implements kanohi ki te kanohi.	Acknowledges reciprocity in a relationship.
Applies in practice the importance of tautoko manaakitanga, whanaungatanga and wairuatanga to ensure whānau are comfortable.	Adheres to the kawa/ tikanga of the rohe, wahi, persons' home or environment.	Implements and ensures appropriate Māori processes including: whakawhitiwhiti korero/ whakaaro, powhiri, whakangnahau, hakari whakawatea and hui.
Identifies and acknowledges tikanga and mahi whakairo as effective and appropriate means of supporting relationship building and modes of communication to support patients/ whānau.	Supports mahi a raranga, korikori a iwi waiata, katakata, pakiwaitara as alternative ways to communicate/ relate with Māori and support patients/ whānau.	Able to identify the significance of relationships, i.e. whānau a whakapapa and whānau a kaupapa in all cultural, community and clinical interactions and allows whānau involvement in all aspects of care.
Recognises cultural supports are necessary for safe and best practice.	Organises regular cultural supervisory hui with a senior colleague and/ or kaumatua.	Demonstrates commitment to cultural supervision and promotes its validity as of equal importance as community and clinical supervisory support.
Through cultural best practice recognises the rights of patients/ whānau.	Whakamanatia te patients/whānau.	Supports patients/ whānau to self-advocate for personal rights in receiving health services.
Wairuatanga **Taha wairua is the most important dimension of health.**		
Incorporates tangata whenua creation belief.	Acknowledges wairua as a force that can join and bind everyone and everything.	Recognises that wairua will shape the outcome of a hui and assist to form appropriate actions, i.e. karakia/ mihi.
Demonstrates in practice an understanding of taha wairua as an integral part of Hauora through the use of whakatauaki, whakamoemiti, karakia and korero.	Acknowledges Mauri (life force) in all things.	Recognises the role of those who uphold the tikanga, kawa and rangatiratanga within whānau, hapu, iwi.

Pukenga Māori Motuhake

Displays self-awareness and encompasses own spiritual awareness.	Recognises and acknowledges one's request, need for spiritual guidance (whakamoemiti, Inoi, whakaritenga, whakawatea, karakia, wairua).	Acknowledges moemoea (aspirations) of patients/ whānau through assisting them to plan and set goals to achieve aspirations.
Demonstrates in practice a respect and sensitivity towards patients/ whānau and others with their own values and beliefs.	Acknowledges forms of tangata whenua cleansing, e.g. tangi, karakia and whakawatea.	Assists patients/ whānau to work towards achievement of spiritual goals.
Understands the distinction between tangata whenua spiritual concepts and religious philosophies.	Adheres to the tikanga of whakapono observed and practised in a rohe, workplace or home.	Recognises, respects and supports those who have been identified by whānau to undertake certain rituals.
Understands the diversity of whānau and their lifestyles and the need to support their understanding or wairua.	Supports patients and whānau in a way that respects and incorporates their spiritual concepts and needs.	Acknowledges mamae, pouritanga within some whānau and processed "in a safe" manner when supporting patient need.

Mahi Hapori/ Tangata Whenua

Tautoko **Supporting essential life skills and whānau ora**		
Au	**Whānau**	**Whanaunga**
Understands theories and models of health care education directed towards health promotion to enhance tangata whaiora in learning & accessing essential life skill programmes.	Integrates theories and models of health care education directed towards health promotion into practice.	Uses knowledge of advanced health promotion strategies to enhance delivery to patients/ whānau by self, others hapu and community agencies.
Articulates components of health promotion models.	Incorporates health promotion models into practice.	Evaluates health promotion models in work practice.
Recognises and values the reality that whānau ora – health and wellness – are culturally defined.	Develops and implements supports for patients/ whānau and the community in health promotion that aids in preventing risk of illness.	Promotes the development of whānau, hapu and iwi health promotion resources to enhance the knowledge of patients/ whānau and the wider community.
Assists patients/ whānau and the community to attain access to accurate and relevant cultural health activities, e.g. kappa haka, waka ama, mau rakau, whakangahau.	Participates in the development of resources to enhance the knowledge and experience of patients/ whānau, e.g. social skills, internet use, using public transport.	Assists others to utilise effective strategies to evaluate their practice in supporting patients and whānau achievements in cultural and social goals and modify programmes to meet identified needs.
Encourages patients/ whānau and the community to promote health and decrease the risk of illness to whānau ora.	Actively supports patients/ whānau to lead in cultural based health promotion activities.	Assists others within the service to support patients/ whānau leadership in cultural based health promotion activities.
Whanaungatanga **Networking, accessing resources & being a team player.**		
Recognises and acknowledges the need for effective whānau, hapu, iwi and community agency relationships.	Demonstrates effective and appropriate relationships that support patients/ whānau in accessing essential whānau, hapu, iwi and community resources.	Empowers patients/ whānau in maintaining essential and elective whānau, hapu, iwi and community resources.
Able to critically examine own practice and modify as required.	Demonstrates commitment to inclusive practice and ongoing education. Sets goals and plans for future learning.	Encourages and supports colleagues in their professional development.
Attends compulsory training and seminars related to specific area of practice.	Develops specialised areas of interest and undertakes relevant further education as appropriate.	Incorporates area of specialty into professional practice as a Hauora Māori Worker.

Mahi Hapori/ Tangata Whenua

Understands the need for supervision/ mentoring and peer support of practice.	Establishes a supervisor/ mentor.	Develops mentoring relationships with Hauora Māori Worker students and new employees.
Understands the importance of continuing development of Hauora Māori Worker practice, theory and quality improvement in health services.	Demonstrates a commitment to continuing development of Hauora Māori Worker practice, theory and quality improvement in health services.	Promotes and contributes to the continuing development of Hauora Māori Worker practice, theory and quality improvement in health services.
Taunaki **Advocating, innovative practice and sound judgement. Best practice standards in community support work.**		
Recognises and acknowledges that innovative practice is solution focused and includes skill and knowledge to support the learning of patients/ whānau.	Participates in the development and delivery of relevant education and resources to patients/ whānau.	Advocates and assists
Identifies patients/ whānau levels of knowledge and their illness and its importance for them.	Increases patient/ whānau knowledge about their health and develop appropriate strategies to support them in complex situations.	Acts as a resource on strategies to effectively support patients/ whānau to be solution focussed in complex situations.
Understands and acknowledges that sound judgment enhances best practice, safe practice and organisational safety that contribute to patient/ whānau best health outcomes.	Able to critically examine own thinking and reasoning and put goals and action plan in place to modify as required.	Demonstrate commitment to competent practice through effective identification of risk factors to own practice and to employing organisation.
Uses judgment and makes decisions in consultation with senior health professionals/ mentor.	Uses knowledge, good judgement and accurate decision making to mediate enhanced outcomes for patients/ whānau.	Demonstrates sound judgement in decision making, both independently and as a team member.
Understands best practice standards/ quality improvement principles as they relate to the Hauora Māori Worker role.	Role models implementation of best practice/ quality improvement activities.	Integrates and advocates for best practice/ quality improvement into practice at team level.
Identifies areas for improvement of practice and quality systems.	Critically analyses and promotes research relating to quality practice.	Supports others to analyse and implement quality outcome measures.
Recognises and understands principles of patient/ whānau participation in best practice/ quality improvement activities.	Facilitates patient/ whānau participation in best practice/ quality improvement activities.	Proactively advocates to others in team and organisation to support patient/ whānau in best practice/ quality improvement activities.

Mahi Hapori/ Tangata Whenua

Takawaenga **Papapounamu te Moana – reducing risk and enhancing protection and mediating a proactive approach in risk management. Resilience.**		
Recognises a range of appropriate Māori treatment modalities/ approaches within risk management.	Identifies specialised skills required in the professional area of cultural risk management and assessment practices and uses these safely in consultation with senior health workers/ mentors.	Practices requiring specialised cultural technical skills and knowledge are implemented confidently and competently.
Recognises the significance of symptoms and behaviours for patients/ whānau health status, including threats to safety.	Mediates with health workers holistic risk assessments safely and sensitively in collaboration with patients/ whānau.	Provides a monitoring function. Assesses and valuates to adapt the health worker plan in response to changing patient/ whānau needs in collaboration with patients/ whānau.
Identifies health worker responsibilities in managing crises, complex or unexpected situations.	Contributes to team decisions around managing crises, complex or unexpected situations safely.	Demonstrates initiative and resilience in managing crises, complex or unexpected situations safely and competently.
Recognises the professional standards of documentation required of health workers and in developing skills and seeking feedback from colleagues/ mentors.	Clearly documents interaction with patients/ whānau.	Assists colleagues to chart, report and record health worker care accurately when required.
Recognises the importance of patient/ whānau participation and input into risk management and assessment.	Supports patients/ whānau participation in team/ organisation policy/ protocol development.	Assists team to implement patient/ whānau participation in team/ organisation risk management/ assessment policy/ protocol development.

Haumanu

Whakaoranga **Recovery principles and educating and counselling tools.**		
Au	**Whānau**	**Whanaunga**
Recognises the major categories of recovery principles (listed below).	Incorporates the recovery competencies in planning and evaluating community support work.	Contributes to the promotion of recovery-based initiatives within community support work.
Displays knowledge of the common themes in the process of recovery.	Values the contribution of patients/ whānau to health care.	Works in partnership with patients/ whānau at all levels and supports them to lead own recovery process.
Understands the major barriers to recovery.	Actively works to reduce discrimination and stigma in the whānau through supporting whānau to value patient contributions to own wellness.	Works effectively within the workplace with colleagues and management to reduce discrimination and stigma and to promote a health and unbiased work environment.
Displays knowledge of issues that may affect therapeutic relationship with patients.	Acknowledges and maintains professional responsibilities within relationships with patients/ whānau.	Establishes partnership and clear parameters as a working basis for therapeutic relationships.
Identifies dynamics of transference and counter transference in health worker/ patient/ whānau relationships.	Understands dynamics of transference and counter transference in health worker/ patient/ whānau relationships.	Illustrates the ability to recognise, avert and if appropriate stop the development of co-dependent behaviour within professional responsibilities with patients/ whānau.
Acknowledges patient/ whānau initiatives particularly service user organisations.	Practices safely taking paitent/ whānau perspectives and local service user group views into consideration.	Consults with appropriate service user groups when new initiatives are presented that will affect patient/ whānau treatment and care.
Demonstrates respect for patients/ whānau and acknowledges their perspectives and concerns.	Recognises when whānau and patient interests differ and what to do about it.	Reflects on own practice to analyse strengths and weaknesses.
He Hanganga Māori mo te Hauora **Retaining the Hauora Māori Worker's perspective.**		
Understands own role and the roles of others in the team.	Demonstrates ability to retain the Hauora Māori Worker's perspective and awareness of and recognises own learning needs.	Participates in relevant continuing education activities and promotes greater understanding amongst colleagues about the Hauora Māori Worker's perspective and role.
Identifies the importance of Māori models of practice pertaining to health practice.	Incorporates Māori models of practice in health support work.	Demonstrates appropriate application of Māori models of health within own scope of practice.

Haumanu

		Promotes and develops initiatives to enhance the delivery of culturally safe care.
Recognises and acknowledges the influence of traditional practices on patient/ whānau wellbeing and recovery.	Establishes in partnership with patients/ whānau their access to Māori traditional practices in relations to their cultural need and choice.	Facilitates access to traditional healing resources and treatments for patients/ whānau according to their aspirations and choice.
Is aware of gaps in personal cultural knowledge and consults with cultural supports/ supervisors to establish self-directed learning programme.	Demonstrates responsibility for cultural learning and development through regular hui with cultural supervisor and kaumatua.	Contributes to team service initiatives to enhance the delivery of culturally safe care.
Respects patients/ whānau understandings of health in relation to their cultural belief system.	Works in partnership with patients/ whānau towards the provision of safe cultural care.	Promotes understanding of the way in which cultural bias can impact on holistic functioning and mental health status of patients/ whānau.
Te Whare Tapa Wha **Personal advocacy for safe work practices.** **Community & professional supervision**		
Identifies importance of understanding about te oranga of one's own Whare Tapa Wha.	Develops and establishes personal self-care goals and plan to support appropriate and safe work practices.	Demonstrates effective implementation of self-care goals and plan.
Recognises and acknowledges the Whare Tapa Wha of the patient/ whānau and the effects (whether positive or negative) that each taha has on the other taha.	Demonstrates application of holistic approach in health support work through safe work practices that encompass all three domains of cultural, community and clinical support work.	Demonstrates empowerment and enablement of patient occurs through the delivery of safe work practices.
Acknowledges patient/ whānau initiatives.	Practices safely taking patient/ whānau perspectives into consideration.	Includes patients/ whānau in Hauora Māori Worker decisions including planning and evaluating care.
Identifies own beliefs, values and prejudices and their influence on patients/ whānau from same or from a different culture.	With supervisors identifies personal learning objectives in relation to addressing prejudices of patient/ whānau from same or different culture.	Develops further skills to work with people from a diverse range of cultures.
Recognises inbuilt prejudices and barriers that are present within health care system.	Acknowledges cultural diversity and believes of other groups within the community (ethnicity, marital status, disability, age, gender, sexual orientation, employment).	Respects the cultural values, diversity and beliefs of all groups within the community.

Haumanu

Recognises the importance of professional development.	Utilises supervision, mentoring and coaching sessions/ resources to develop a holistic professional development plan.	Implements holistic professional development plan.
Oranga Hinengaro **Health knowledge, systems & processes.** **Medication knowledge & correct use.** **Knowledge, understanding of health legislation & associated risks.**		
Identifies gaps in personal health knowledge, systems and processes and develops a self-directed learning programme.	Implements self-directed learning programme and actively seeks to increase personal knowledge.	Demonstrates the positive effects of learning programme by contributing to service initiatives that enhances appropriate service delivery.
Respects patient/ whānau understandings of health in relation to their cultural belief system.	Works in partnership with patients/ whānau towards growing their knowledge of health processes and systems.	Promote team/ organisation to implement strategies that support ongoing health learning and knowledge about systems and processes for patients/ whānau.
Identifies necessary medication knowledge, its correct use, side effects and possible benefits.	Supports patient/ whānau in their understanding of medication and promotes opportunity amongst the health team and health service to understand the effects medication has on the patient/ whānau.	Facilitates/ leads educational sessions for service to increase understanding of the way in which cultural bias can impact on holistic functioning and health status of patients/ whānau in regards to the use of medication.
Develops and implements a self-directed learning programme on health legislation and other legislation relevant to the Hauora Māori Worker professional responsibilities.	Demonstrates the understanding of relevant legislation within one's scope of practice that benefits patient/ whānau understanding.	Advocates on behalf of patients/ whānau the appropriate and where necessary the reduced need for implementation of the specific legislation, e.g. the Mental Health (Compulsory Assessment & Treatment) Act 1992.
Seeks advice on appropriate health strategies to de-escalate a potentially dangerous situation.	Uses health worker strategies to prevent the escalation of potentially dangerous situations.	Role models and supports others to use health worker strategies to prevent the development and escalation of potentially dangerous situations.
Participates in debriefing procedures with patients/ whānau and team.	Initiates debriefing procedures with patients/ whānau and team.	Facilitates debriefing, analyses the event and makes recommendations.
Recognises limitations of own abilities and refer to other team members or specialist resource where appropriate.	Able to recognise ethical and safety dilemmas as they arise and alerts/ refers to the appropriate persons as necessary.	Brings ethical and safety issues to the clinical review meeting and actively works with the team to resolve these.

Haumanu

Mahi Whakahaerenga Marae Resource management, effective verbal & written communication skills		
Au	**Whānau**	**Whanaunga**
Demonstrates knowledge of available resources.	Demonstrates knowledge of, and ability to utilise, available resources for specific situations.	Demonstrates extensive knowledge of available resources and acts as an advisor on specific resource utilisation.
Is able to prioritise workload to meet needs of assigned patients/ whānau.	Manages assigned workload and utilises resources effectively, with assistance.	Manages a workload autonomously and demonstrates effective resource management.
Displays an understanding of appropriate relevant procedures to access resources if required.	Applies guidelines for effective resource utilisation.	Contributes to resource management decisions in own area.
Recognises report writing skills, accurate recording and keeping of notes supports effective assessment, treatment and care plans for patients/ whānau.	Identifies any training required within written responsibilities of Hauora Māori Worker role and with supervisor/ management support puts a training plan in place.	Demonstrates effective, timely and accurate written communication skills within one's scope of practice.
Acknowledges the importance of effective verbal communication that gives clear, respectful messages to colleagues and patients/ whānau.	Demonstrates effective and timely verbal communication skills with patients/ whānau and colleagues.	Facilitates understanding in organisation of the importance of non-verbal forms of communication as an essential cultural trait of Māori and tangata whenua.
Has an awareness of organisational documentation and auditing requirements.	Meets legal and organisational documentation standards.	Actively participates in organisational documentation audits.

Tikanga Māori Pūtea/Allowance (see clause 4.4).

A cultural contribution allowance matrix (Figure 4) has been established through a process of assessment against the framework listed in Appendix 1 and the Strategic Pay SP10® job evaluation methodology. The value of the allowance determined for each contributor can be anchored against this matrix based on volume of contribution and will be paid during the period of contribution.

CULTURAL CONTRIBUTION ALLOWANCE MATRIX					
		Q 1	Q 2	Q 3	Q 4
CONTRIBUTION LEVEL	**25%** 1 hour per week	$ 500	$ 500	$ 500	$ 500
	50% 2 hours per week	$ 1,000	$ 1,000	$ 1,000	$ 1,000
	75% 3 hours per week	$ 1,500	$ 1,500	$ 1,500	$ 1,500
	100% 4 hours per week	$ 2,000	$ 2,000	$ 2,000	$ 2,000
MAXIMUM PER QUARTER: ALLOWANCE - $2,000 and TIME – 4 HOURS PER WEEK					
MAXIMUM PER ANNUM: ALLOWANCE - $8,000 AND TIME – 188 HOURS					
CONTRIBUTIONS EXCEEDING 4 HOURS PER WEEK TO BE INCLUDED IN EMPLOYEE'S POSITION DESCRIPTION ROLE TO BE RESCOPED					

APPENDIX H - AGREEMENT FOR BIPARTITE RELATIONSHIP FRAMEWORK

NB: The Health Sector Relationship Agreement (HSRA) is now known as He Ara Taputahi and the National Bipartite Action Group (NBAG) as Kāhui Kōkiri

Purpose

The purpose of this Agreement is to provide a national framework in conjunction with the strategic direction and leadership of the HSRA to:

- Support national and local bipartite structures
- Achieve healthy workplaces
- Constructively engage in change management processes
- Provide for dispute and problem resolution

The BRF seeks to:

- take shared responsibility for providing high quality healthcare on a sustainable basis.
- ensure the parties' dealings with each other are in accord with the principles of good faith and are characterised by constructive engagement based on honesty, openness, respect and trust.
- promote productive and effective relationships.
- assist in the delivery of a modern, sustainable, high quality and healthy workforce
- align the principles, processes, procedures and goals adopted under this framework with those agreed by the Health Sector Relationship Agreement.
- improve decision making and inter party cooperation.
- co-ordinate the trialling, and where appropriate, introduction of innovative initiatives which will improve healthcare delivery; and
- ensure that all collective agreements reached between the parties are applied fairly, effectively and consistently in all District Health Boards.

The principles of the relationship framework:

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

The parties agree that they will:

- To the extent they are capable, provide appropriate health care to the communities they serve in an efficient and effective manner.
- To the extent they are capable, ensure the availability and retention of an appropriate trained and educated workforce both now, and in the future.
- Promote the provision of a safe, healthy and supportive work environment where the recommendations of the "Safe Staffing and Healthy Workplaces Committee of Inquiry" are evident.
- Recognise the environmental and fiscal pressures which impinge upon the parties and work practices and accept the need to constantly review and improve on productivity, cost effectiveness and the sustainable delivery of high-quality health services.
- Commit to making decisions that will be reached through genuine consultation processes
- Be good employers and employees.

- To the extent they are capable, ensure workforce planning, rosters and resources meet patient and healthcare service requirements, whilst providing appropriate training opportunities and a reasonable work/life balance.
- Recognise the interdependence and value of all the contributions of the health workforce, their collegiality and the need for a team approach to the delivery of health care.
- Accept that all parties have responsibilities, obligations and accountability for their actions.
- Accept that the need to deploy resources appropriately may lead to a review of traditional job functions, the reallocation or substitution of tasks.
- Work towards enhanced job satisfaction for all employees.

1. Supporting national and local bipartite structures

Bipartite Action Group (BAG)

These structures substitute any existing comparable bi-partite structures.

National Bipartite Action Group (National BAG)

This relationship framework, and the undertaking of activities required by it, shall be overseen by a committee of representatives of the parties, known as the Bipartite Action Group (BAG). The parties will decide their respective membership with members representing NZNO, SFWU, PSA members and DHBs. All parties will have representatives at the National BAG meetings with sufficient status to enter into agreement on matters raised. BAGs will be chaired on a rotational basis by DHBs and the union parties. Both the DHBs and union parties will have the same number of votes with union parties deciding how their voting rights will be determined.

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

The BAG will as necessary advise and participate in the work programme and or other initiatives of the Health Sector Relationship Agreement. It will determine the process on resolving individual and collective union and DHB issues. These will include implementation, application and interpretation issues that have a national relevance. It will also be the responsibility of the National BAG to support the ongoing activity of Local BAGs and to deal with any issues that are submitted from these groups through regular reports. The National BAG will agree on processes for its own operation and will circulate them as guidelines for Local BAGs.

All parties to the relationship have an interest in promoting the work of the BAG and will in the first instance seek to agree on the content and form of any communications relating to the work of the BAG. BAG may develop proposals / projects for the improvement of workforce practices and planning involving the DHB health workforce or receive such initiatives from others.

Secretarial services shall be provided by TAS.

Local BAGs

Where they do not already exist, a BAG will be established in each DHB. The local BAG will provide a forum for workers and their union to engage in discussions and decision making on matters of common relevance. This will not prevent unions discussing individual issues with the DHB directly. But where the issue/s have relevance to more than one union all relevant parties should have the opportunity to be present and be part of the decision-making process.

Issues discussed at local level should be focussed on improving productivity and efficiency of the DHB and instigating local change that will benefit the parties in the effective running of the DHB and wellbeing of employees.

2. Healthy workplaces

This BRF supports the principles and joint work contained in the Healthy Workplaces Agreement.

3. Change Management:

This clause provides a change management approach, and national oversight arrangements for management of change.

This approach is to be used where the change is multi-dimensional and will challenge the ability of existing change management clauses in this agreement to respond efficiently and effectively; and where the proposed change will impact at one or more of the following levels:

a) Nationally,

b) Regionally,

c) Across a number of DHBs, impacting on one or more unions,

d) Where changes are likely to result to the structure of employment relationships in the sector.

Either party may also make a request to the HSRA steering group to use this process. All parties to the HSRA steering group must then agree/disagree whether this approach is appropriate.

If it is agreed to use this process, the issue will effectively be placed with the HSRA Change Management Framework (CMF) sub-committee.

The CMF sub-committee will include union and DHB representatives appropriate to the change initiative.

The CMF sub-committee is tasked with making a considered decision on the processes to be used in the implementation of the policy or initiative and will provide a forum to decide the appropriate process for the change management.

The CMF sub-committee will ensure the change to be implemented in a coordinated fashion at the appropriate level across the sector and involve appropriate stakeholders as each situation requires.

Where this clause has been used, it will be considered to meet the requirements for consultation as detailed in this agreement. {refer to specific CA and CEA sub clauses}

4. Disputes and problem resolution

The parties accept that differences are a natural occurrence and that a constructive approach to seeking solutions will be taken at all times. The object of this clause is to encourage the National BAG to work cooperatively to resolve any differences and share in the responsibility for quality outcomes.

When a consensus decision on interpretation of an agreement has been reached at the national, BAG the decision will be formally captured and signed by the parties and will be binding on all parties from that time.

Any matter that cannot be resolved will be referred by the BAG to a mutually agreed third party who will help facilitate an agreement between the parties. Failing identification of a mutually acceptable third party, the matter shall be referred to the Mediation Service of the Ministry of Business, Innovation, and Employment (MBIE) (or its successors) to appoint someone.

In the event that the parties cannot reach an agreed solution and unless the parties agree otherwise, after no less than two facilitation meetings, the third party will, after considering relevant evidence and submissions, provide a written but non-binding recommendation to the parties.

Nothing in this agreement shall have the effect of restricting either party's right to access statutory resolution processes and forums such the Employment Relations Authority or the Employment Court or seek other lawful remedies..

APPENDIX I - INDICATIVE JOB TITLE TABLE

This CA has moved away from the traditional listing of all positions in the coverage clause and instead describes professions that are covered by this CA. The job titles listed below are indicative of the types of positions that are covered by this CA and have been brought into this schedule from the coverage clauses of the expired regional CAs that preceded this Agreement.

Technical	Allied	Hauora Māori Workers / Health & Clinical Support Workers	Public Health	Assistants
Anaesthetic Technicians	A&OD Clinicians	Activities Officer	Drinking Water Assessors	Biomedical Technician Assistant
Anaesthetic Technician Trainees	Audiologists	Bone Density Scanners	Food Act Officers	Clinical Assistants
Audiology Technicians	Dental/Oral Health Therapists	Care Co-ordinators	Health Informatics	Dental Assistants
Audiometrists	Dietitians	Care Managers	Health Promotion with direct patient or community interactions	Dietitian Assistants
Biomedical Technicians	Dual Diagnosis Therapist/Clinician	CFMH Support Workers	Health Protection with direct patient or community interactions	Diversional Therapists
Clinical Engineers	Early Intervention Teachers	Child Birth Educators	Sampling Officers	Health Assistants
Charge ECG Technicians	Family Therapists	Community Health Workers (Māori Designated)	Smokefree Officers	Health Auxiliaries
Clinical Physiologists	Needs Assessors/ Service Co-ordinators (also under Health & Clinical Support Workers)	Consumer Advisors	Technical Officers	Hospital Dental Assistants
Clinical Physiology Technicians	Occupational Therapists	Counsellors		Hydrotherapy Assistants

Technical	Allied	Hauora Māori Workers / Health & Clinical Support Workers	Public Health	Assistants
Dental Technicians	Optometrists	Creative Therapists		Occupational Therapy Assistants
ECG Technicians	Orthoptists	Cultural Advisors with direct patient, whanau and/or Iwi/hapu/communities interactions		Pharmacy Assistants
Electrical Technicians	Paediatric Therapists	Diversional Therapists		Physiotherapy Assistants
Embryologists	Pharmacists (including interns)	Family Advisors		Public Health Assistants
Food Supervisors	Physiotherapists	Home Support Coordinators		Radiography Assistants
ICU/PICU Techs	Play Specialists	Instructors		Social Work Assistants
Maxillofacial technicians	Podiatrists	Lactation Consultants		Therapy Assistants
Medical Illustrators and Photographers	Professional Advisors	Māori Health Workers with direct patient, whanau and/or Iwi/hapu/communities interactions		
Medical Laboratory Scientists	Psychologists	Matua		
Medical Laboratory Technician Trainee	Psychotherapists	Mental Health Professionals		
Medical Laboratory Technicians	Social Workers	Needs Assessors/ Service Co-ordinators (also under Allied)		
Mobility Technicians	Specialist Assessors - wheelchair and seating	Occupational Therapy Instructors		
Mortuary Technicians	Speech Language Therapists	Recreation & Welfare Officers		
Neurophysiology Technicians	Visiting Neurodevelopment Therapists	Rehab Support Workers		
Ophthalmic Technicians		Rehab Therapists & Assistants		
Orthotic Technicians Productions				
Orthotists				

Technical	Allied	Hauora Māori Workers / Health & Clinical Support Workers	Public Health	Assistants
Pharmacy Technicians and Trainees				
Phlebotomists				
Physiology Technicians and Trainees				
Renal Dialysis Technicians (aka Clinical Physiologists (Dialysis))				
Scientific Officer				
Scientists				
Sonographers and Echo Sonographers				
Specimen Services Technicians				
Sterile Supply Technicians/ Assistants/ Coordinators/ Shift Leaders				
Vision & Hearing Technicians/ Testers /Technical Officers (incl. Newborn Hearing Screeners)				
Wheelchair technicians				

APPENDIX J – HEALTHY WORKPLACES (FEBRUARY 2010)

The parties to the DHB / CTU Health Unions National Terms of Settlement agree that all employees should have healthy workplaces.

Achieving healthy workplaces requires:

1. Effective care capacity management[1]; having the appropriate levels of staff, skill mix, experience, and resourcing to achieve a match between demand and capacity
2. Systems, processes and work practices that ensure efficient scheduling and a credible, consistent and timely response to variance in demand
3. A workplace culture between employees and their managers that reflects an understanding and actively advocates a balance between safe quality care, a safe quality work environment and organisational efficiency.
4. Recognition that everyone can be a leader by using the authority (expertise) vested in their role to participate and constructively engage with others.
5. The development of a learning culture that emphasizes employees at all levels being given the opportunity to extend their knowledge and skills, as identified in their performance development plans where they are in place.
6. Appreciation that good patient outcomes rely on the whole team and that teams need opportunities to work and plan together.
7. Having the right tools, technology, environment and work design to support health and safety and to ensure effective health care delivery. This includes the opportunity to be involved in the decisions about what is needed and when.

The parties agree that these seven elements should be evident in all DHB workplaces and apply to all employees, and agree to work jointly towards the implementation of them by the following:

- The parties agree to work together to establish a national framework for a whole of system approach to care capacity management which;
    - provides efficient, effective, user friendly processes and structures
    - provides centralized, multi stakeholder governance
    - is used consistently and effectively at all levels to manage and monitor care capacity
    - includes a core data set by which the health of the system is monitored and is used to inform forecasting, demand planning, and budgeting
    - includes consistent, credible, required responses to variance in care capacity
    - recognises the need for local solutions consistent with the principles of healthy workplaces
- Each party will undertake to promote and model behaviour that demonstrates productive engagement and builds a workplace culture that enables everyone to feel their contribution is valued and respected. Opinions of those performing the work will be sought when new

[1] Care capacity management is the process of ensuring that the demand for service placed on an organisation can be adequately met within a context of quality patient care, a quality work environment for staff, and fiscal and procedural efficiency.

innovations, improvements and changes are required, in a manner consistent with consultation and change management processes referred to below

- Quality of care and quality of the work environment are agreed priorities that underpin productivity and will be incorporated in all workplace processes and actively sponsored at all levels of the organization
- Developing and maintaining policies and practices that actively encourage all employees to be confident in leading and making decisions within their levels of expertise and experience.
- Access for all employees to appropriate professional development and appropriate learning opportunities, including appropriate national qualifications, in order to give them greater opportunities to extend their roles and responsibilities within the public health system.
- Facilitating appropriate release time to attend relevant professional development and learning opportunities;
- A wider team approach to planning and evaluation of service capacity and service delivery will be used to ensure the right people with the right skills are providing the right care (role) at the right time in the right place. This will support staff in taking responsibility and accountability for their own services' performance, and using the tools and policies in place to effect improvement
- Nationally consistent consultation and change management processes to facilitate both input into decision making on issues affecting the workplace and active engagement in the development and /or problem solving of initiatives to address the issues.

Escalation Processes
Escalation will focus on the development of locally based variance response management processes.

The parties endorse the development of locally based variance response management processes and commit to constructive engagement with the Care Capacity Demand Management (CCDM) program within the Safe Staffing Unit for implementation.

The parties commit to developing these methodologies / tools throughout the term of this Collective Agreement.

Escalation Pathway for Allied, Public Health and Technical workload issues
The parties acknowledge their mutual interest in ensuring services across all settings are appropriately resourced so they can safely and effectively deliver care, or support the delivery of care, for patients, their families/whānau and communities. Resourcing includes the numbers, skill mix and deployment of staffing. Service-level Standard Operating Procedures (SOPs) for dealing with variance between staffing levels and demand will be developed with and understood by team members.

Where workload demand exceeds capacity, the following process shall be followed:

1. The member or team will notify their manager, who will implement the service's SOPs to alleviate the immediate workload issues.
2. Strategies that managers consider implementing may include but is not limited to:
    - Team huddles
    - Sourcing casual, cross-site, community and/or inter-team cover taking into consideration impact on service demand and workloads/capacity
    - Cancelling or deferring non-clinical activities
    - Extending hours, overtime -taking level of overtime required into consideration to ensure time for rest and recuperation. Ensuring staff breaks are scheduled into workloads
    - Increasing the clinical load of the Clinical co-ordinator or other leadership/management roles
        - Reviewing any emerging demand likely to impact service delivery in the service area that may require prioritised therapeutic interventions

Depending on the extent of the variance between capacity and demand, the Integrated Operations Centres or service leadership team will undertake the following actions:

- Operations Centre manager/service leadership team determines plan for immediate management and communicates with stakeholders – such plans may include cancellation or deferral of planned procedures or clinics
- Review staffing for next 24 hours
- Check with allied health, scientific and technical leaders that all demand data is up-to-date and accurately reflects current workloads, waiting lists, and acuity (where this exists)
- Checks the impact of forecasted demand for service provision for the next 24 hours against known capacity
- Checks capacity and demand for each team/ward/unit
- Mitigation plan documented and implemented

In the event that the steps above do not resolve the workload issue, the member or team will be supported to resolve the issue as follows:

1. The member or team will notify the most senior Allied Health Manager in the District as soon as immediately practicable, including a summary of the workload issue and steps already taken.
2. This manager will escalate to Executive team as per the SOPs
3. PSA and relevant Allied Managers will agree to an appropriate level of review or evaluation of the incident.

Vacancy Management

Health NZ will take all reasonable and practicable steps to ensure that vacancies are filled as soon as they occur or are reasonably foreseen.

Where vacancy and workload management issues are identified, PSA may raise these with the recruiting manager and local solutions will be discussed. Any unresolved issues may be escalated to the Local Engagement Forum, District Chief, or Group Director of Operations (GDO). If a resolution cannot be found at a District level, the issue may be escalated to the Health NZ/PSA Allied, Public Health, Scientific & Technical National Engagement Forum.

Where possible, Health NZ will provide PSA with vacancy and recruitment data, including information about any barriers to recruitment. District level data will be provided to the PSA through local engagement forums.

APPENDIX K - HEALTH NZ/PSA ALLIED, PUBLIC HEALTH, SCIENTIFIC & TECHNICAL NATIONAL ENGAGEMENT FORUM

The parties agree to resume national engagement through the National Engagement Forum (NEF) and local engagement through the Local Engagement Forums (LEFs) at each District.

TERMS OF REFERENCE

PURPOSE

The purpose of the National PSA-Health NZ APHST Engagement Forum is to support engagement between the parties on national issues of significance for the health professions covered by the APHST CA including innovation, professional development, recruitment and vacancy management, safe staffing, health and safety, and changing work practices/service delivery models and appropriate salary scales.

STRUCTURE

The Forum is comprised of six PSA and six Health NZ nominees. Each party will determine its own representation; however, it is expected that the Health NZ will be represented by National Chief Allied Health, HR and/or an IR representative and DAH nominees.

The Forum will select one member as chair, with the Deputy Chair being from the other party. The chair shall rotate on an annual basis.

MEETINGS

The Forum will meet as and when agreed but generally four times per annum.

A quorum will comprise not less than 8 members: 4 from each party.

AGENDAS

Members of the Forum shall advise the Chair of items to be included on the agenda not less than four weeks before the meeting. The agenda for each meeting will be finalised by the chair and the deputy-chair in time to be provided, with any associated papers or supporting documentation, to members two weeks prior to the actual meeting.

The Chair will invite any subject-matter experts he or she considers necessary to inform the Forum's discussion on any specific agenda item.

DECISION MAKING

Every endeavour shall be made to achieve consensus in decision making. The Forum, having considered fully matters put to it, may make recommendations to the CE. If accepted, these may result in formal advice to the sector, a formal offer to vary the CA during their term and/or will inform subsequent bargaining.

MINUTES

Minutes of the Forum will be prepared in note form confirming agreements and action and will not be a verbatim record of proceedings.

Minutes shall have no status until confirmed by members of the Forum.

Confirmed minutes will be made available to all stakeholders.

APPENDIX L - ADDITIONAL PROVISIONS APPLYING TO ANAESTHETIC TECHNICIANS AT SPECIFIED DHBS

1. Coverage

This Schedule sets out provisions that apply to Anaesthetic Technicians employed at the following DHBs:

Bay of Plenty	Waikato
Capital and Coast	Northland
Canterbury	Nelson-Marlborough
Hawke's Bay	Southern
MidCentral	Lakes

3. Emergency Calls

The parties acknowledge and accept that given, the nature of the health sector and patient demand, there may be emergencies where planned capacity is insufficient, and staff (including Anaesthetic Technicians) need to be called on to provide service outside their normal working time.

Where there is a pattern of regular – twice or more in a four week period – instances of off duty Anaesthetic Technicians being called back to theatre to support an emergency/unplanned event, then the service and Anaesthetic Technicians will review the extent of after-hours cover and take steps to address any identified gaps in this cover – these steps could include introducing a night shift, extended hours shifts, providing a second on call, or utilizing an alternate, suitably qualified workforce to support the Anaesthetic Technician(s) on call.

If after the first instance of the above review being triggered, the service,

a) has not developed a plan – in consultation with its Anaesthetic Technicians – to address the matter within two months, or

b) has not implemented the resulting plan to address the matter within three months

Then from the relevant date under 1 or 2 above, the following shall apply:

Where an Anaesthetic Technicians who is not on duty or on call has left their workplace for the day and returns to work at the request of their service to assist with an emergency or unplanned event then they shall be paid $150 in addition to the standard call-back arrangements in clause 3.1.

4. Continuing Professional Development

These provisions replace the provisions of clause 21 at the listed DHBs for Anaesthetic Technicians (including Trainee Anaesthetic Technicians)

4.1 The employer acknowledges a commitment to supporting the continued safe practice of its workforce and to supporting opportunities for the development of knowledge and skills which will benefit the patient, organisational effectiveness, and workforce.

4.2 The employer shall grant professional development leave of up to 20 hours per calendar year for full time employees that can be accumulated up to two years (maximum of 40 hours). This amount shall be pro-rated for part-time employees where they have concurrent employment as an Anaesthetic Technician, including with another DHB.

4.3 Grants, scholarships, reimbursement and leave practices in existence prior to this collective agreement, shall continue in place in DHBs where they apply.

4.4 Professional development leave will be granted at T1 rate and can apply on weekends or off duty days

a. Where the employer requires employees to attend classes of instruction or examinations as part of their education the time so occupied shall be deemed to form part of their hours of work.

b. Continuing Professional Development (CPD) Committee

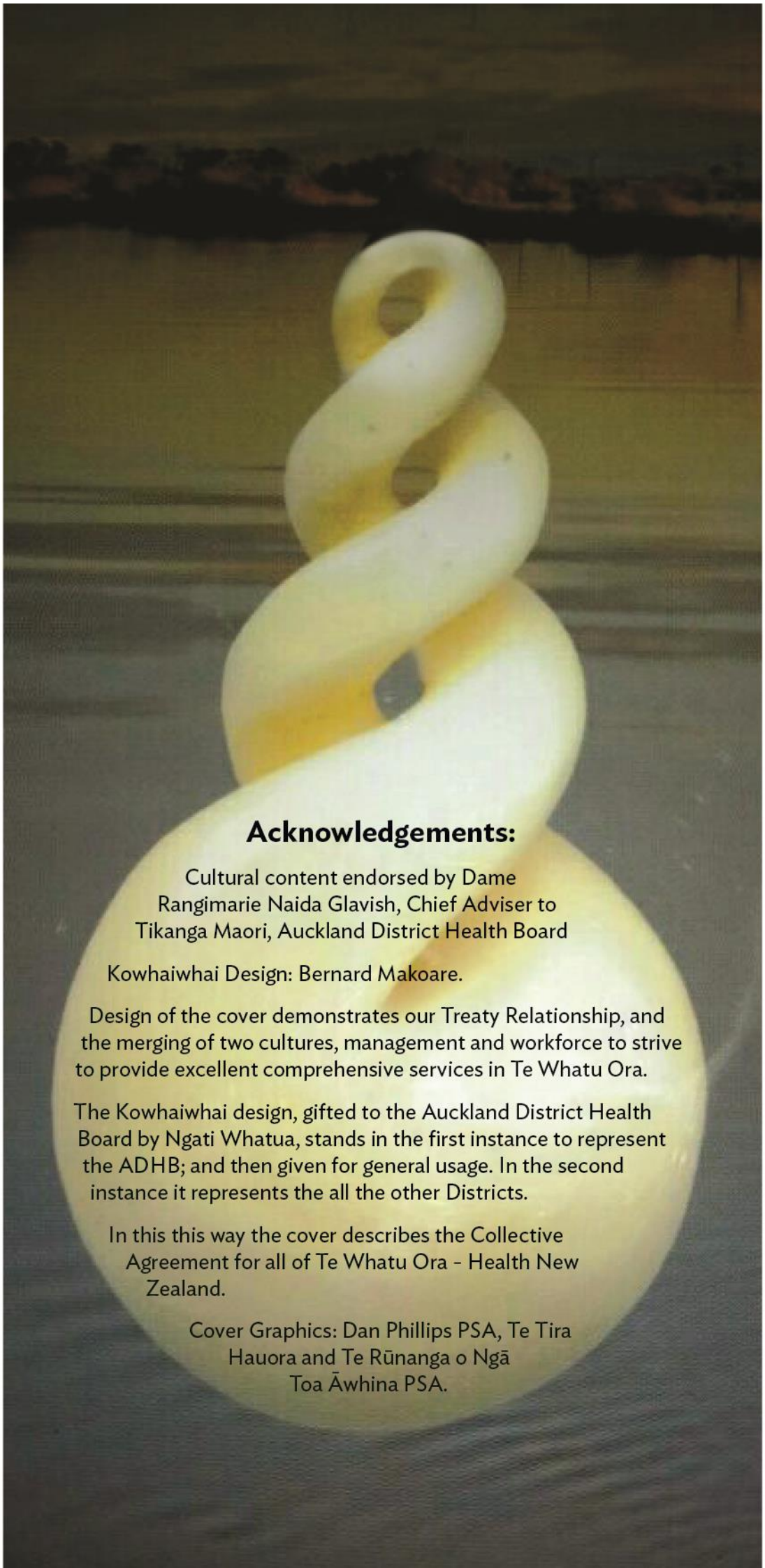
Each DHB shall establish a CPD Committee to identify priorities and provide advice on professional development activity for the DHB's Anaesthetic Technician workforce.

This Committee will include both APEX and PSA representations.

4.7 Professional Association Fees

The employer will reimburse professional fees to the NZATS to a maximum of $170 for employees at Lakes, MidCentral, Canterbury and Southern DHBs





Acknowledgements:

Cultural content endorsed by Dame Rangimarie Naida Glavish, Chief Adviser to Tikanga Maori, Auckland District Health Board

Kowhaiwhai Design: Bernard Makoare.

Design of the cover demonstrates our Treaty Relationship, and the merging of two cultures, management and workforce to strive to provide excellent comprehensive services in Te Whatu Ora.

The Kowhaiwhai design, gifted to the Auckland District Health Board by Ngati Whatua, stands in the first instance to represent the ADHB; and then given for general usage. In the second instance it represents the all the other Districts.

In this this way the cover describes the Collective Agreement for all of Te Whatu Ora - Health New Zealand.

Cover Graphics: Dan Phillips PSA, Te Tira Hauora and Te Rūnanga o Ngā Toa Āwhina PSA.