AUCKLAND REGION DISTRICT HEALTH BOARDS / PSA

ALLIED, PUBLIC HEALTH & TECHNICAL

MULTI EMPLOYER

COLLECTIVE AGREEMENT

Expires 06 October 2017

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1.0 AGREEMENT FORMALITIES

1.1 Parties

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

Between:

a) Auckland District Health Board,
Counties Manukau District Health Board,
Waitemata District Health Board,

(hereinafter referred to as "the employer" or DHB)

and

b) New Zealand Public Service Association Incorporated (hereinafter referred to as the PSA or the 'union')

1.2 Coverage

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

1.2.1 Public Health

Public health professionals provide services 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.

1.2.2 Technical/Scientific (including Food Supervisors, Hyperbaric Technicians & 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 well being, 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/whanau 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.

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 Maori Workers, Health & Clinical Support Workers:
A range of positions that work in mental, physical and public health services. These positions may have some, or a combination, of the following elements:
(i) A strong cultural element
(ii) Co-ordination
(iii) Clinical Support
(iv) Assessment
(v) Advisory
(vi) Educating
(vii) Counselling
(viii) Facilitating

1.2.7 Allied Health/ Public Health/ Technical Management Positions
Management positions will only be covered if they meet the specific criteria outlined in Clause 5.6.

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

1.2.9 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 DHB concerned specifically agree otherwise.

1.2.10 Genetic Counsellors are excluded from coverage under this MECA.

1.2.11 Dental Assistants employed by the ADHB at Green Lane Hospital and Middlemore Hospital are excluded from coverage under this MECA.

1.3 Existing Employees on IEAs

Where the employee joins the PSA and their position is covered by this Agreement that employee's terms and conditions of employment shall 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.

1.4 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 MECA 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 Schedule 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.

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 the relevant DHB employing the particular employee.

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.

Service means the current continuous service with the employer and its predecessors (Hospital and Health Services, Crown Health Enterprises, Regional Health Authorities, Health Funding Authority, Area Health Boards and Hospital Boards), except where otherwise defined in the applicable clause. From 1 November 2007 service will transfer between DHBs. From 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.

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.

1.5 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 e.g. 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.

2.0 HOURS OF WORK

2.1 Hours of Work

2.1.1 Statement of Intent

The employer recognises the need for staff 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. DHB's 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.

Nothing in this document is intended to vary the hours of work arrangement that apply at the time that this MECA 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.

   (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) A range of hours are worked across the DHBs 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 DHB unless otherwise agreed.

2.1.4 Rosters

a) The Health & Safety In Employment Act 1992 section 6 (d) requires the employer to take all practical steps to prevent harm occurring to employees from the way work is organised.

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 three (3) weeks (21 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, i.e. 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.

2.1.5 Special Provisions

For full-time Dietitians at CMDHB 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.

2.1.6 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.

2.1.7 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.

2.1.8 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 roster should facilitate a 9 hour break wherever possible.

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.

2.1.9 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, with effect from 1 October 2008. This allowance shall continue during all periods of leave except leave without pay.

2.2 Overtime and Penal Time

2.2.1 Eligibility restricted for Advanced Clinician/ Advanced Practitioner/ Designated Positions.

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

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

b) Overtime shall be payable to Advanced Clinician/ Advanced Practitioner/ Designated 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 pay (T2).

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

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

g) The following overtime payments shall apply where employees work a 10 or 12 hour shift roster pattern:
   (i) Ten hour shifts: T1.5 after 10 hours for the 11th hour, then T2 for all hours worked thereafter;
   (ii) Twelve hour shifts: T2 for all hours worked in excess of a rostered 12 hour shift;
   (iii) For those fulltime employees working 12 hour shifts, overtime shall apply after 120 hours averaged over 3 weeks at the rate specified in clause 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) Saturday morning - applies to ordinary time (other than overtime) worked after midnight Friday/Saturday until midday Saturday. In addition to the ordinary hourly rate of pay, the employee shall be paid at time one half (T0.5) for the first three hours, and then time one (T1.0).

b) Saturday afternoon - applies to ordinary time (other than overtime) worked after midday Saturday until midnight Sunday/Monday. These hours shall be paid at time one (T1.0), in addition to the ordinary hourly rate of pay.

c) 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.)

d) 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.

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

3.0 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 DHB shall either:

3.2.1 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

3.2.2 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.

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

4.0 ALLOWANCES

4.1 On Call

4.1.1 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.

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

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.

4.1.4 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.

4.1.5 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.

4.1.6 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.

4.2 Meal Allowance

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

4.3 Higher Duties Allowance

4.3.1 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.

4.3.2 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.

4.3.3 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.

4.4 Radio Practique Allowance

Health Protection Officers shall be paid an allowance of $22.00 for each radio practique duty performed outside normal working hours, for which no other payment (such as call out) is received.

4.5 Home Dialysis Training Centre Allowance

Auckland & Counties Manukau: 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 and $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.

4.6 Duly Authorised Officer & Care Manager Allowances (Intellectual Disability – Waitemata only)

4.6.1 Until otherwise varied, employees appointed as DAOs in terms of the Mental Health (Compulsory Assessment & Treatment) Act 1992 shall receive an allowance of $2,500 per annum.
Note – this is a non-reimbursement salary related allowance.

This rate will also apply to designated care managers employed at Waitemata DHB..

4.7 Clothing Allowance

4.7.1 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 WDHB
- $3.19 CMDHB
- $3.15 ADHB

4.7.2 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.

4.8 VHT Smock Allowance

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

- CMDHB $87.84 p.a.
- WDHB $81.00p.a.
- ADHB $81.00 p.a

4.9 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.

5.0 REMUNERATION

Lump Sum Payment

A one-off, lump sum payment of $400 will be made to all permanent full time staff employed as at 6 April and still employed as at 27 June 2016. The payment will be pro-rated for part-time permanent employees on the basis of their ordinary contracted hours of work.

The payment will also be made to fixed term employees, other than casuals, who were employed as at 6 April and still employed as at 27 June 2016. The payment will be pro-rated for part-time fixed term employees on the basis of their ordinary contracted hours of work.

The DHBs will endeavour to process the payment in the earliest pay period following formal ratification and signing of the MECA document.

Qualifying staff who are on approved leave without pay on 27 June 2016 shall be eligible to receive the payment on their return to work.

No individual shall receive more than one lump-sum payment under this arrangement.

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

b) The employer will determine the appropriate salary for appointment to a Designated Position having regard to the duties, responsibilities and scope of the position relative to other positions in the DHB with similar duties, responsibilities and scope. Movement on the scale will be by way of the appropriate scheduled merit provisions (refer to 5.1.5 and 5.2.7).

c) Where an employee in a designated position considers that the duties and responsibilities of their position have increased significantly since their position was last reviewed, they may request in writing that their employer re-evaluate their position. This review shall be undertaken through the following process:

i. The employer and employee agree on current job description or update the job description as necessary.

ii. The employer compares the employee position with similar positions that have already been job sized/ scoped, looking at factors such as education, experience, complexity, scope of work,

problem solving, scope for decision making, impact of decision making, breadth and function of activities, authority exercised, supervisory and managerial responsibility.

iii. Within six weeks of receipt of the review request, the employer makes a decision regarding the salary level and placement comparable with other positions assessed as being of a similar size/ scope and advises the employee in writing of the decision including a summary of the assessment of comparable positions.

iv. A two week period will be available for the employee to consider the outcome. Once agreed any changes to pay will be processed.

v. An employee who remains dissatisfied will make a submission to the DHB panel, outlining in writing the reasons for disagreement. This shall occur within two weeks of receipt of the information under iv. above.

The information submitted under v. above will be assessed by a panel appointed by the CEO of the DHB plus one person appointed by the PSA. The CEO will consider the panel's recommendation before conveying his/her decision to the employee in writing.

5.1.3 Placement of New Employees on Salary Scales

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.

5.1.4 Additional Progression Step

a) The following salary scales have an additional progression step: Allied & Public Health, Alcohol & Other Drug Clinicians, Anaesthetic/ Biomedical etc Technicians, Biomedical Electrical Technicians (BMET), Clinical Physiologists, Dental Technicians, Medical Laboratory Scientists and Orthotists (3 year degree qualified). The additional progression is intended to reflect and value the professional/technical skills and personal attributes of an Experienced Practitioner in contributing to improving health outcomes. It is distinct from the CASP/Technical Merit processes that have a more specific focus and a higher level of expectation of advanced skills (clinical leadership, clinical practice, etc).

b) Progression from the top automatic salary step to the additional progression step is dependant on the achievement of mutually agreed objectives, which are set prospectively when the employee reaches the top automatic salary step. These objectives should align with the qualities of an experienced practitioner (the Expectations of Practice provides guidance on these) and reflect the expected professional/technical skills and personal attributes.This would normally occur in conjunction with the employee's annual performance review.

Process

c) The employee will write to the team leader/ manager requesting a meeting to set objectives. In the event that the manager and the employee cannot agree on the objectives the employee may consult with the PSA. 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.

d) Progression will not be denied where the employer has failed to engage in the objective setting process and/ or the assessment of whether or not the objectives have been achieved. The assessment shall commence 12 months after the objectives have been set with any movement arising from this assessment being back dated to 12 months from the date the employee wrote to his/her team leader/ manager under c) above.

e) Progression occurs not earlier than the anniversary date of the employee's movement to the top automatic step.

f) Progression to the additional progression step is not available to employees who are below the top automatic salary step.

5.1.5 CASP, Technical Merit, Hauora Maori Workers and Health/Support Workers, and Assistants Merit Progression

a) Most of the salary scales provide movement to salary steps above the automatic steps that provide employees with a pathway for career development within their professional role. Employees on these steps will be required to function at an advanced level. The process providing for movement through these steps is set out in schedules to this Agreement and are known as Career and Salary

Progression (CASP), Technical Merit, Hauora Maori Worker and Health/Support Workers Progression and Assistants Merit Progression.

b) Management of Expectations. The parties agree that there are limits to the extent to which employees may progress using the merit processes and criteria in the relevant schedule. The employer will determine the extent of merit progression available to each position. Progression is dependent on the scope, responsibilities, service needs and opportunities available in the DHB or service in which the employee works. These limitations should become apparent during the discussion required for objective setting under the merit processes.

5.2 Allied & Public Health

5.2.1 Access to this scale is for positions that currently require a minimum relevant three year University degree or equivalent to enter the profession but not otherwise provided for in other scales in this document and will include:

Audiologists, Counsellors (with a relevant three year degree), Dieticians, Dental Therapists, Health Protection Officers/Advisors, Health Promotion Officers/Advisors, Neurodevelopmental Therapists, Paediatric Therapists, Pharmacists, Physiotherapists, Play Specialists, Psychotherapists, Podiatrists, Occupational Therapists, Social Workers, Speech Language Therapists, (positions that currently require a minimum three year University degree or equivalent to enter the profession but not otherwise provided for in other scales in this document).

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 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.

5.2.4 Commencing Salaries

The minimum entry level for disciplines covered by the Allied & Public Health Salary Scale shall be:

a) Step 1 where the minimum professional requirement is a 3 or 4 year bachelor's degree.
b) Step 2 where the minimum professional qualification for practice is a Bachelors Degree + 1 year Internship or up to 2 years of graduate qualifications.
c) Step 3 where the minimum professional qualification for practice is a Bachelors degree and a 2 year graduate or Masters Degree qualification.
d) Entry levels above the minimum provided for above shall be determined with due consideration to service which is directly relevant to the position.

Band/ Position	Step	11-Apr-16	10-Apr-17
Advanced Clinician/ Advanced Practitioner/ Designated Positions	15	$98,204	$99,186
	14	$94,986	$95,936
	13	$92,851	$93,779
	12	$89,080	$89,970
	11	$85,310	$86,163
	10	$81,245	$82,057
	9	$76,777	$77,545
	8	$73,542	$74,277
	7	$71,345	$72,058

Additional Progression Step	6	$67,360	$68,033
Graduate to Experienced Clinicians	5	$64,603	$65,249
	4	$58,143	$58,724
	3	$55,032	$55,582
	2	$51,802	$52,320
	1	$47,853	$48,332

5.2.5 Progression - Graduate to Experienced Clinicians

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

b) Progression from step 5 to step 6 is as per the Additional Progression Step process outlined in Clause 5.1.4

5.2.6 Progression – Advanced Clinician/Advanced Practitioner/Designated Positions

a) Progression from step 6 of the Graduate to Experienced Clinicians' scale to step 7 of the Advanced Clinician/Advanced Practitioner/ Designated Positions' scale shall be through operation of the Career and Salary Progression (CASP) process detailed in Appendix A.

b) Progression to the Advanced Clinician/Advanced Practitioner scale shall denote an extension in the requirements of the position and will require comparable duties and skills to other positions on that scale as well as with other comparable positions. This progression is personal to employee and may not necessarily apply to any replacement.

5.2.7 Further Progression - Advanced Clinician/ Advanced Practitioner/ Designated Positions

There shall be no automatic progression for Advanced Clinician/ Advanced Practitioner/ Designated Positions. Progression to a higher step shall be through operation of the Career and Salary Progression process detailed in Appendix A.

5.2.8 Dental Therapists Annualised Salary Payment

Category 2, 3, 4 and Dental Therapists shall have their annual salaries paid out over 52 weeks each year. For this purpose the calculation of the hourly rate of pay shall be the employee's annual salary divided by 1,846 hours (whole-time ordinary hours per annum).

Note: Dental Therapy Salary Scales, adjusted for the differing annual divisors, are in Appendix I to the Agreement.

5.2.9 **Pharmacy Interns**

11-Apr-16	10-Apr-17
$44,774	$45,222

5.3 Alcohol & Other Drug Clinicians

To qualify for placement on this scale, the employee must have a minimum of a relevant three year degree.

The sentence above does not act to exclude any employee who was paid on the Alcohol & Other Drug Clinician Salary Scale in the MECA that preceded this Agreement.

Band/ Position	Step	11-Apr-16	10-Apr-17
Advanced Clinician/ Advanced Practitioner/ Designated Positions	11	$81,245	$82,057
	10	$76,777	$77,545
	9	$73,542	$74,277
Graduate to Experienced Clinicians	8	$71,345	$72,058
	7	$67,360	$68,033
	6	$64,603	$65,249
	5	$61,809	$62,427
	4	$58,143	$58,724
	3	$55,032	$55,582
	2	$51,802	$52,320
	1	$47,853	$48,332

5.3.1 Progression - Graduate to Experienced Clinicians

a) Progression through the scale from step 1 to step 6 shall be by way of automatic annual increment.
b) Progression from Step 6 to Step 7 and Step 7 to Step 8 is subject to satisfactory performance.
c) Further Progression - Graduate to Experienced Clinicians
Progression from step 8 of the Graduate to Experienced Positions scale to step 9 on the Advanced Clinician/ Advanced Practitioner/ Designated Positions scale shall be through operation of the CASP process detailed in Appendix A. Progression to the Advanced Clinician/Advanced Practitioner scale shall denote an extension in the requirements of the position and will require comparable duties and skills to other positions on that scale as well as with other comparable positions. This progression is personal to employee and may not necessarily apply to any replacement.

5.3.2 Progression - Advanced Clinician/ Advanced Practitioner/ Designated Positions

There shall be no automatic progression for advanced clinicians/ advanced practitioners. Progression to a higher step shall be through operation of the Career and Salary Progression process detailed in Appendix A.

5.4

a) Health & Clinical Support Workers
b) Hauora Maori Workers

5.4.1 This scale is available for Health & Clinical Support Workers and Hauora Maori Workers employed in mental, physical and public health services. Positions paid under this scale may have some, or a combination, of the following elements:

- A strong cultural element
- Co-ordination
- Clinical Support
- Assessment
- Advisory
- Educating
- Counselling
- Facilitating

When determining which level is applicable to the cultural qualifications and competence of individual Hauora Maori Workers the process and criteria set out in Appendix G shall apply.

5.4.2 When determining the appropriate level for placement of Alcohol & Other Drug Workers and Health Promotion Officers/ Advisors who do not hold a relevant three year degree, the employer will undertake an assessment, within six months of the employee's appointment, which will include consideration of the following:

- The employee's job description
- The detail of the employee's job including factors such as the scope, complexity, equivalence with other positions
- The employee's qualifications
- The relevance of the employee's qualifications to the employee's position
- Any other specific factors relating to the employee that could be considered equivalent to a degree (including experience).

The relevant material will be considered by the employer who will make a fair and reasonable decision as to the appropriate salary scale and level at which the employee should be remunerated.

5.4.3 Level 3

To qualify for placement on this Level, the employee must have a minimum of a relevant three year degree or cultural qualification established through the processes set out in Appendix G (Hauora Maori Worker – Assessment Process). Roles placed on level 3 may include Community Health Workers, Community Support Workers, Maori and Pacific Island Community Support Workers and Nutritionists), Alcohol & Other Drug Workers & Health Promotion Officers/ Advisors.

Access to level 3 may also be granted where the employer deems that the assessment (described in 5.4.2 above) undertaken for Alcohol & Other Drug Workers and Health Promotion Officers/ Advisors demonstrates that the employee has the equivalent of a relevant three year degree, and/or is undertaking the same duties and responsibilities to the same level of performance as other relevant degree qualified Alcohol & Other Drug Workers and Health Promotions Officers/Advisors.

Step	11-Apr-16	10-Apr-17
10	$76,777	$77,545
9	$73,542	$74,277
8	$71,345	$72,058
7	$67,360	$68,033
6	$64,603	$65,249
5	$61,809	$62,427
4	$58,339	$58,922
3	$55,032	$55,582
2	$51,802	$52,320
1	$47,853	$48,332

Progression

Progression from step 1 to step 6 shall be by automatic annual increment.

Progression above step 6 shall be on merit or by appointment to a designated position. Merit progression to a higher step shall be through operation of the Career & Salary Progression process detailed in Appendix A.

5.4.4 Level 2

Access to this scale is for those staff with relevant advanced certificate/diploma qualifications at National Qualification Framework Level 5 or higher, including cultural qualifications established through the processes set out in Appendix G (Hauora Maori Worker – Assessment Process). Roles may include Community Health Workers, Community Support Workers, Maori and Pacific Island Community Support Workers, Nutritionists, Alcohol & Other Drug Workers and Health Promotion Workers.

Step	11-Apr-16	10-Apr-17
7	$66,413	$67,077
6	$63,320	$63,953
5	$60,225	$60,827
4	$57,131	$57,703
3	$54,037	$54,577
2	$50,380	$50,884
1	$47,743	$48,221

Progression from step 1 to step 4 shall be by automatic annual increment. Progression above step 4 shall be on merit or by appointment to a designated position. Merit progression shall be through operation of the Career & Salary Progression process detailed in Appendix A.

5.4.5 Level 1

Access to this scale is for those staff with certificate/diploma qualifications at National Qualifications Framework Level 4 or lower, and some cultural qualifications established through the processes set out in Appendix G (Hauora Maori Worker – Assessment Process). This scale also applies to those staff who have no formal qualifications.. Roles may include Rehabilitation Support Workers, Maori Health Workers, Maori Mental Health Workers, Community Health Workers, Community Support Workers, Alcohol & Other Drug Workers and Health Promotion Workers.

Step	11-Apr-16	10-Apr-17
7	$50,380	$50,884
6	$49,041	$49,531
5	$47,743	$48,221
4	$44,774	$45,222
3	$41,379	$41,793
2	$38,192	$38,574
1	$35,013	$35,363

Progression

Progression from step 1 to step 5 shall be by automatic annual increment. Progression above step 5 shall be on merit. In order to achieve progression to step 6, employees must complete the Merit One criteria set out in Appendix C. In order to achieve progression to step 7, employees must complete the Merit Two criteria set out in Appendix C.

5.5 Psychologists

Band/ Position	Step	11-Apr-16	10-Apr-17
Advanced Clinician/ Advanced Practitioner/ Designated Positions	18	$112,956	$114,085
	17	$110,460	$111,564
	16	$107,965	$109,045
	15	$105,468	$106,523
	14	$102,622	$103,648
	13	$99,905	$100,904
	12	$98,204	$99,186
	11	$94,986	$95,936
	10	$92,851	$93,779
Graduate to Experienced Clinicians	9	$89,080	$89,970
	8	$85,310	$86,163
	7	$81,245	$82,057
	6	$76,777	$77,545
	5	$73,542	$74,277
	4	$71,345	$72,058
	3	$68,693	$69,380
	2	$67,360	$68,033
	1	$64,263	$64,906

5.5.1 Graduate to Experienced Clinicians

a) Progression
Progression through the scale from step1 to step 9 shall be by way of automatic annual increment

b) Further Progression
Progression from step 9 of the Graduate to Experienced Scale to step 10 on the Advanced Clinician/ Advanced Practitioner/ Designated Position Scale shall be through operation of the CASP process detailed in Appendix A. Progression to the Advanced Clinician/Advanced Practitioner scale shall denote an extension in the requirements of the position and will require comparable duties and skills to other positions on that scale as well as with other comparable positions. This progression is personal to employee and may not necessarily apply to any replacement.

5.5.2 Advanced Clinician/ Advanced Practitioner/ Designated Positions - Progression

There shall be no automatic progression for advanced clinician/ advanced practitioner/ designated positions. Progression to a higher step shall be through operation of the Career and Salary Progression process detailed in Appendix A.

5.5.3 **Psychologists-Interns**

Steps	11-Apr-16	10-Apr-17
2	$55,330	$55,883
1	$51,965	$52,485

Progression from step 1 to step 2 shall be automatic after one year's service.

5.6 Management

Application of salary scale:

a) Applies to managers who report to service managers or equivalent and below.
b) Applies to managers who come from an allied health, public health or technical profession; and
c) Applies to managers who manage allied health, public health or technical employees covered by this MECA, noting that these employees may work as part of a multidisciplinary team that includes other professional backgrounds; but
d) Does not apply to managers who solely manage employees covered by other collective agreements.
e) Does not apply to managers who also have a professional/ clinical component to their role. These managers shall be paid on the relevant professional salary scale.

The criteria above do not act to exclude any employee who was paid on the Management Salary Scale in the MECA that preceded this Agreement.

Steps	11-Apr-16	10-Apr-17
8	$98,204	$99,186
7	$94,986	$95,936
6	$92,851	$93,779
5	$89,080	$89,970
4	$85,310	$86,163
3	$81,245	$82,057
2	$76,777	$77,545
1	$73,542	$74,277

Progression

Apart from progression from step 1 to step 2 which shall be automatic after one year's service no other progression is automatic. Further progression shall be determined by the employer taking into account the duties, responsibilities and scope of the position relative to other management positions within the DHB.

5.7 Assistants

5.7.1 Allied Health, Public Health & Dental Assistants

Placement on this scale applies to employees providing assistance to health professionals covered by the Allied and Public Health scale (or dentists) where the work comes within the coverage clause of this agreement except for Pharmacy Assistants.

Steps	11-Apr-16	10-Apr-17
8	$50,380	$50,884
7	$49,041	$49,531
6	$47,743	$48,221
5	$44,774	$45,222
4	$41,379	$41,793
3	$38,192	$38,574
2	$35,013	$35,363
1	$32,824	$33,152

Progression

Progression from Step 1 to step 6 shall be by automatic annual increment. Progression from step 6 to step 7 shall be on merit using the Merit 2 criteria set out in Appendix C.

Access to Step 8 is available only to Solo or Charge Hospital Dental Assistants. Progression from Step 7 to Step 8 shall be on merit using the criteria set out in Appendix C.

5.7.2 Public Health Assistants

Placement on this scale applies to employees who work in the Auckland Regional Public Health Service who provide assistance to employees who are paid on the Allied and Public Health scale.

Steps	11-Apr-16	10-Apr-17
7	$49,041	$49,531
6	$47,743	$48,221
5	$44,774	$45,222
4	$41,379	$41,793
3	$38,192	$38,574
2	$35,013	$35,363
1	$32,824	$33,152

Progression

Progression from Step 1 to step 7 shall be by automatic annual increment.

5.7.3 Pharmacy Assistant

Steps	11-Apr-16	10-Apr-17
5	$44,774	$45,222
4	$41,379	$41,793
3	$38,192	$38,574
2	$35,013	$35,363
1	$32,824	$33,152

Progression

Progression from Step 1 to step 4 shall be by automatic annual increment. Progression from step 4 to step 5 shall be on merit using the criteria set out in Appendix C.

5.8 Technical

The Technical salary scales below (except for Sterile Supply) are derived from a single 25 step salary scale that is attached at Appendix D. So as to show the salary steps on this single scale that apply to each technical group, the salary step numbering derives from the single salary scale. By way of example where a salary scale shows step 9 this is a reference to the ninth step on the single salary scale.

The scales are set out below:

5.8.1 Anaesthetic/ Biomedical/ Neurophysiology/ Renal Dialysis (aka Clinical Physiologists (Dialysis)) / ICU & PICU Technicians

5.8.2 Audiometrists

5.8.3 Biomedical Electrical Technicians (BMET) and Hyperbaric Technicians (Qualified)

5.8.4 Clinical Physiologists (formerly known as Cardiac/ Pulmonary/ Respiratory Technologists and Sleep Technologists/ Scientists)

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

5.8.6 Dental Technicians (3 year degree qualified)

5.8.7 Electrocardiograph (ECG) Technicians
5.8.8 Food Supervisors
5.8.9 Medical Laboratory Scientists
5.8.10 Medical Laboratory Technicians, Phlebotomists & Qualified Specimen Services Technicians
5.8.11 Assistant/ Trainee Medical Laboratory Technicians, Assistant/ Trainee Phlebotomists & Assistant/ Trainee Specimen Services Technicians
5.8.12 Medical Photographers & Illustrators
5.8.13 Mortuary Technicians
5.8.14 Orthotists (3 year degree qualified)
5.8.15 Orthotists/ Productionists (without degree)
5.8.16 Pharmacy Technician
5.8.17 Scientific Officers
5.8.18 Sonographers
5.8.19 Sterile Supply Technicians
5.8.20 Trainee Technician Scale (where not otherwise provided for)
5.8.21 Vision Hearing Testers/ Technicians and Newborn Hearing Screeners

5.8.1 Anaesthetic/ Biomedical/ Neurophysiology/ Physiology/ Renal Dialysis (aka Clinical Physiologists (Dialysis)) / ICU & PICU Technicians

a) Designated Positions

Steps	11-Apr-16	10-Apr-17
18	$84,546	$85,391
17	$81,245	$82,057
16	$77,946	$78,726
15	$74,646	$75,392
14	$71,345	$72,058

Progression

There shall be no automatic progression for designated positions. Progression to a higher step shall be through operation of the Technical Merit Progression process detailed in Appendix B.

b) Technicians

Steps	11-Apr-16	10-Apr-17
15	$74,646	$75,392
14	$71,345	$72,058
Additional Progression Step - 13	$68,045	$68,726
12	$64,413	$65,057
11	$61,917	$62,536
10	$58,941	$59,530
9	$56,230	$56,792
8	$54,083	$54,624
7	$50,353	$50,857
6	$48,488	$48,973

Progression
Progression through the scale from step 6 to step 12 shall be by way of automatic annual increment

Progression from step 12 to step 13 shall be by way of the Additional Progression Step process outlined in Clause 5.1.4.

Progression to Step 14 and beyond shall be through operation of the Technical Merit Progression process detailed in Appendix B.

c) Trainees

Steps	11-Apr-16	10-Apr-17
5	$44,761	$45,208
4	$41,774	$42,192
3	$38,791	$39,179
2	$35,805	$36,163
1	$32,824	$33,152

Progression

Progression through the scale from step 1 to step 2 shall occur after six months, subject to the employee making satisfactory progress with their academic studies. This progression shall have the effect of re-fixing the employee's salary anniversary date.

Progression from step 2 to step 5 shall be by way of automatic annual increment. Upon qualification the trainee shall be appointed to the 1st step of the qualified scale from the 1st day of the month in which the qualification is awarded.

5.8.2 Audiometrists

Steps	11-Apr-16	10-Apr-17
8	$54,083	$54,624
7	$50,353	$50,857
6	$48,488	$48,973
5	$44,761	$45,208
4	$41,774	$42,192

Progression

Progression through the scale from step 4 to step 8 shall be by way of automatic annual increment

5.8.3 Biomedical Electrical Technicians (BMET) and Hyperbaric Technicians (Qualified)

a) Designated Positions

Steps	11-Apr-16	10-Apr-17
18	$84,546	$85,391
17	$81,245	$82,057
16	$77,946	$78,726
15	$74,646	$75,392
14	$71,345	$72,058

Progression

There shall be no automatic progression for designated positions. Progression to a higher step shall be through operation of the Technical Merit Progression process detailed in Appendix B.

b) BMETs and Hyperbaric Technicians

Steps	11-Apr-16	10-Apr-17
17	$81,245	$82,057
16	$77,946	$78,726
15	$74,646	$75,392
14	$71,345	$72,058
Additional Progression Step - 13	$68,045	$68,726
12	$64,413	$65,057
11	$61,917	$62,536
10	$58,941	$59,530
9	$56,230	$56,792
8	$54,083	$54,624
7	$50,353	$50,857
6	$48,488	$48,973

Progression

Progression through the scale from step 6 to step 12 shall be by way of automatic annual increment

Progression from step 12 to step 13 shall be by way of the Additional Progression Step process outlined in Clause 5.1.4.

Progression to Step 14 and beyond shall be through operation of the Technical Merit Progression process detailed in Appendix B.

5.8.4 Clinical Physiologists (formerly known as Cardiac/Pulmonary/Respiratory Technologists and Sleep Technologists/Scientists)

a) Designated Positions

Steps	11-Apr-16	10-Apr-17
21	$94,445	$95,389
20	$91,145	$92,057
19	$87,845	$88,724
18	$84,546	$85,391
17	$81,245	$82,057
16	$77,946	$78,726
15	$74,646	$75,392
14	$71,345	$72,058

Progression

There shall be no automatic progression for designated positions. Progression to a higher step shall be through operation of the Technical Merit Progression process detailed in Appendix B.

b) Clinical Physiologists

Steps	11-Apr-16	10-Apr-17
15	$74,646	$75,392

14	$71,345	$72,058
Additional Progression Step - 13	$68,045	$68,726
12	$64,413	$65,057
11	$61,917	$62,536
10	$58,941	$59,530
9	$56,230	$56,792
8	$54,083	$54,624
7	$50,353	$50,857
6	$48,488	$48,973

Progression

Progression through the scale from step 6 to step 12 shall be by way of automatic annual increment.

Progression from step 12 to step 13 shall be by way of the Additional Progression Step process outlined in Clause 5.1.4.

Progression to Step 14 and beyond shall be through operation of the Technical Merit Progression process detailed in Appendix B.

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

a) Designated Positions

Steps	11-Apr-16	10-Apr-17
9	$56,230	$56,792
8	$54,083	$54,624
7	$50,353	$50,857
6	$48,488	$48,973
5	$44,761	$45,208

Progression through the scale from step 5 to step 9 shall be by way of automatic annual increment.

b) Clinical Physiology Technicians

Steps	11-Apr-16	10-Apr-17
7	$50,353	$50,857
6	$48,488	$48,973
5	$44,761	$45,208
4	$41,774	$42,192
3	$38,791	$39,179

Progression through the scale from step 3 to step 7 shall be by way of automatic annual increment. An employee who has completed the requirements for CPM qualification and certification criteria shall be paid at Step 5.

5.8.6 Dental Technicians (3 year Degree Qualified)

a) Designated Positions

Steps	11-Apr-16	10-Apr-17
18	$84,546	$85,391
17	$81,245	$82,057
16	$77,946	$78,726
15	$74,646	$75,392
14	$71,345	$72,058

Progression

There shall be no automatic progression for designated positions. Progression to a higher step shall be through operation of the Technical Merit Progression process detailed in Appendix B.

b) Dental Technicians

Steps	11-Apr-16	10-Apr-17
15	$74,646	$75,392
14	$71,345	$72,058
Additional Progression Step - 13	$68,045	$68,726
12	$64,413	$65,057
11	$61,917	$62,536
10	$58,941	$59,530
9	$56,230	$56,792
8	$54,083	$54,624
7	$50,353	$50,857
6	$48,488	$48,973

Progression

Progression through the scale from step 6 to step 12 shall be by way of automatic annual increment.

Progression from step 12 to step 13 shall be by way of the Additional Progression Step process outlined in Clause 5.1.4.

Progression to Step 14 and beyond shall be through operation of the Technical Merit Progression process detailed in Appendix B.

5.8.7 Electrocardiograph (ECG) Technicians

a) Designated Positions

Steps	11-Apr-16	10-Apr-17
7	$50,353	$50,857
6	$48,488	$48,973
5	$44,761	$45,208

Progression

Progression through the scale shall be by automatic annual increment.

b) ECG Technicians

Steps	11-Apr-16	10-Apr-17
5	$44,761	$45,208
4	$41,774	$42,192
3	$38,791	$39,179
2	$35,805	$36,163

Progression

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

5.8.8 Food Supervisors

Steps	11-Apr-16	10-Apr-17
8	$54,083	$54,624
7	$50,353	$50,857
6	$48,488	$48,973
5	$44,761	$45,208
4	$41,774	$42,192
3	$38,791	$39,179

Progression

Progression through the scale from step 3 to step 6 shall be by way of automatic annual increment

Progression to Step 7 and 8 shall be through operation of the Technical Merit Progression process detailed in Appendix B.

5.8.9 Medical Laboratory Scientists

a) Designated and Staff Positions

See appendices E & F for definitions and minimum steps for designated positions.

Band/Position		Steps	11-Apr-16	10-Apr-17
Designated Positions		21	$94,445	$95,389
		20	$91,145	$92,057
		19	$87,845	$88,724
		18	$84,546	$85,391
		17	$81,245	$82,057
		16	$77,946	$78,726
	Staff Positions	15	$74,646	$75,392
		14	$71,345	$72,058
		Additional Progression Step - 13	$68,045	$68,726
		12	$64,413	$65,057
		11	$61,917	$62,536
		10	$58,941	$59,530
		9	$56,230	$56,792
		8	$54,083	$54,624
		7	$50,353	$50,857

Progression

For Designated Positions

There shall be no automatic progression for designated positions. Progression to a higher step shall be through operation of the Technical Merit Progression process detailed in Appendix B.

See Appendix F for the minimum steps for designated positions.

For Medical Laboratory Scientists

Progression through the scale from step 7 to step 12 shall be by way of automatic annual increment

Progression from step 12 to step 13 shall be by way of the Additional Progression Step process outlined in Clause 5.1.4.

Progression to Step 14 and 15 shall be through operation of the Technical Merit Progression process detailed in Appendix B. The maximum step for a Medical Laboratory Scientist in a staff position shall be step 15.

b) Medical Laboratory Scientist – Intern

Step	11-Apr-16	10-Apr-17
MLS Intern	$45,431	$45,885

Progression

On achieving full registration, a Medical Laboratory Scientist – Intern shall move to step 7 on the Medical

Laboratory Scientists scale and this will become their anniversary date for the purpose of progression through the automatic steps.

5.8.10 Medical Laboratory Technicians, Phlebotomists and Qualified Specimen Services Technicians

Steps	11-Apr-16	10-Apr-17
8	$54,083	$54,624
7	$50,353	$50,857
6	$48,488	$48,973
5	$44,761	$45,208
4	$41,774	$42,192

Appointment to this scale shall be on registration with the Medical Laboratory Scientists' Board as a Medical Laboratory Technician. The scale shall also apply to Qualified Specimen Services Technicians (QSST)

Progression

Progression through the scale from step 4 to step 6 shall be by way of automatic annual increment

Progression to Step 7 and beyond shall be through operation of the Technical Merit Progression process detailed in Appendix B.

5.8.11 Assistant/Trainee Medical Laboratory Technicians, Assistant/Trainee Phlebotomists and Assistant/Trainee Specimen Services Technicians

Steps	11-Apr-16	10-Apr-17
5	$44,761	$45,208
4	$41,774	$42,192
3	$38,791	$39,179
2	$35,805	$36,163
1	$32,824	$33,152

This scale is for assistants/trainees who are working towards registration with the Medical Laboratory Scientists' Board or undertaking training towards the Qualified Specimen Services Technician qualification and for those positions where registration is not required.

Upon obtaining registration as a Medical Laboratory Technician or qualification as a Qualified Specimen Services Technician, an assistant/trainee will move the next highest step on the Medical Laboratory Technicians, Phlebotomists and Qualified Specimen Services Technician Scale but not higher than Step 5.

Progression
Progression from step 1 to step 5 shall be by automatic annual increment.

5.8.12 Medical Photographers & Illustrators

a) Designated Positions

Steps	11-Apr-16	10-Apr-17
13	$68,045	$68,726
12	$64,413	$65,057
11	$61,917	$62,536
10	$58,941	$59,530
9	$56,230	$56,792

Progression

There shall be no automatic progression for designated positions. Progression to a higher step shall be through operation of the Technical Merit Progression process detailed in Appendix B.

b) Medical Photographers & Illustrators

Steps	11-Apr-16	10-Apr-17
9	$56,230	$56,792
8	$54,083	$54,624
7	$50,353	$50,857
6	$48,488	$48,973
5	$44,761	$45,208

Progression

Progression through the scale from step 5 to step 8 shall be by way of automatic annual increment

Progression from step 8 to step 9 shall be through operation of the Technical Merit Progression process detailed in Appendix B.

5.8.13 Mortuary Technicians

Steps	11-Apr-16	10-Apr-17
8	$60,474	$61,078
7	$58,326	$58,909
6	$56,137	$56,698
5	$53,950	$54,489
4	$51,743	$52,260
3	$48,680	$49,166
2	$46,064	$46,525
1	$43,619	$44,055

Progression

Employees who meet the appropriate progression criteria below shall only progress 1 step per annum up to the appropriate level.

Step 1
On commencement.

Step 2
Progress through set goals:
- Set-up for basic autopsy
- Ability to complete basic autopsy
- Fully conversant in receiving and dispensing of hospital cases and release of coroner's cases

Step3
Obtaining a QTA (Mortuary Hygiene & Technique)

Step 4
Ability to undertake specific autopsies – suspicious homicide cases

Step 5
Fully competent in all aspects of the mortuary technician role and be able to cover for the Technical Specialist.

Step 6
Technical Specialist in Mortuary

Step 7
Performance, skills, qualifications and experience. Taking into account job content and complexity and level of responsibility. This may include the following:
- Supervision of other Staff
- Working in isolation
- Deputisation in a specific management role
- Training others

Step 8
Technical Head

5.8.14 Orthotists (3 year Degree Qualified)

Steps	11-Apr-16	10-Apr-17
15	$74,646	$75,392
14	$71,345	$72,058
Additional Progression Step - 13	$68,045	$68,726
12	$64,413	$65,057
11	$61,917	$62,536
10	$58,941	$59,530
9	$56,230	$56,792
8	$54,083	$54,624
7	$50,353	$50,857
6	$48,488	$48,973

Progression

Progression through the scale from step 6 to step 12 shall be by way of automatic annual increment. Progression from step 12 to step 13 shall be by way of the Additional Progression Step process outlined in Clause 5.1.4.

Progression to Step 14 and beyond shall be through operation of the Technical Merit Progression process detailed in Appendix B.

5.8.15 Orthotists/Productionist (without Degree)

Steps	11-Apr-16	10-Apr-17
12	$64,413	$65,057
11	$61,917	$62,536
10	$58,941	$59,530
9	$56,230	$56,792
8	$54,083	$54,624
7	$50,353	$50,857
6	$48,488	$48,973
5	$44,761	$45,208

Progression

Progression through the scale from step 5 to step 10 shall be by way of automatic annual increment

Progression to Step 11 and beyond shall be through operation of the Technical Merit Progression process detailed in Appendix B.

5.8.16 Pharmacy Technician

a) Designated Positions

Steps	11-Apr-16	10-Apr-17
9	$56,230	$56,792
8	$54,083	$54,624

Progression

There shall be no automatic progression for designated positions. Progression to a higher step shall be through operation of the Technical Merit Progression process detailed in Appendix B.

b) Technician – Qualified

Steps	11-Apr-16	10-Apr-17
8	$54,083	$54,624
7	$50,353	$50,857
6	$48,488	$48,973
5	$44,761	$45,208
4	$41,774	$42,192

Progression

Progression through the scale from step 4 to step 7 shall be by way of automatic annual increment

Progression to step 8 shall be through operation of the Technical Merit Progression process detailed in Appendix B.

c) Trainee

Steps	11-Apr-16	10-Apr-17
4	$41,774	$42,192
3	$38,791	$39,179
2	$35,805	$36,163

Progression

Progression through the scale from step 2 to step 4 shall be by way of automatic annual increment. Upon qualification the trainee shall be appointed to the next highest step on the qualified scale from the 1st day of the month in which the qualification is awarded.

5.8.17 Scientific Officers

Steps	11-Apr-16	10-Apr-17
25	$105,468	$106,523
24	$102,622	$103,648
23	$99,905	$100,904
22	$97,057	$98,028
21	$94,445	$95,389
20	$91,145	$92,057
19	$87,845	$88,724
18	$84,546	$85,391
17	$81,245	$82,057
16	$77,946	$78,726
15	$74,646	$75,392
14	$71,345	$72,058
13	$68,045	$68,726
12	$64,413	$65,057
11	$61,917	$62,536
10	$58,941	$59,530
9	$56,230	$56,792
8	$54,083	$54,624
7	$50,353	$50,857
6	$48,488	$48,973

Progression

Progression through the scale from step 6 to step 13 shall be by way of automatic annual increment

Progression to Step 14 and beyond shall be through operation of the Technical Merit Progression process detailed in Appendix B.

5.8.18 Sonographers

a) Designated Positions (with DMU)

Steps	11-Apr-16	10-Apr-17
24	$102,622	$103,648
23	$99,905	$100,904
22	$97,057	$98,028
21	$94,445	$95,389
20	$91,145	$92,057

Progression

There shall be no automatic progression for designated positions. Progression to a higher step shall be through the operation of the Technical Merit Progression process detailed in Appendix B.

b) Sonographers (with DMU)

Steps	11-Apr-16	10-Apr-17
21	$94,445	$95,389
20	$91,145	$92,057
19	$87,845	$88,724
18	$84,546	$85,391
17	$81,245	$82,057
16	$77,946	$78,726

Progression

Progression through the scale from step 16 to step 19 shall be by way of automatic increment.

Progression to step 20 and beyond shall be through the operation of the Technical Merit Progression process detailed in Appendix B.

c) Sonographers – Trainees

Steps	11-Apr-16	10-Apr-17
12	$64,413	$65,057
11	$61,917	$62,536
10	$58,941	$59,530

Progression through the scale from step 10 to step 12 shall be by way of automatic increment.

5.8.19 Sterile Supply Technicians

a) Designated Positions

Steps	11-Apr-16	10-Apr-17
6	$55,977	$56,536
5	$54,627	$55,173
4	$51,768	$52,286
3	$50,380	$50,884
2	$49,041	$49,531
1	$47,743	$48,221

Progression

There shall be no automatic progression for designated positions. Progression to a higher step shall be through operation of the Technical Merit Progression process detailed in Appendix B.

b) Sterile Supply Technicians

Steps	11-Apr-16	10-Apr-17
8	$50,380	$50,884
7	$49,041	$49,531
6	$47,743	$48,221
5	$44,774	$45,222
4	$41,379	$41,793
3	$38,192	$38,574
2	$35,013	$35,363
1	$32,824	$33,152

Progression

Progression through the scale from step 1 to step 6 shall be by way of automatic annual increment.

Progression to Step 7 and beyond shall be through operation of the Technical Merit Progression process detailed in Appendix B.

5.8.20 Trainee Technician Scale (where not otherwise provided for)

Steps	11-Apr-16	10-Apr-17
5	$44,761	$45,208
4	$41,774	$42,192
3	$38,791	$39,179
2	$35,805	$36,163
1	$32,824	$33,152

Progression

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

5.8.21 Vision Hearing Testers/ Technicians and Newborn Hearing Screeners

a) 40 hours per week

Step	11-Apr-16	10-Apr-17
8	$54,083	$54,624
7	$50,353	$50,857
6	$48,488	$48,973
5	$44,761	$45,208
4	$41,774	$42,192
3	$38,791	$39,179
2	$35,805	$36,163
1	$32,824	$33,152

b) 37.5 hours per week (1950 divisor)

Step	11-Apr-16	10-Apr-17
8	$50,559	$51,065
7	$47,071	$47,542
6	$45,327	$45,780
5	$41,842	$42,261
4	$39,050	$39,440
3	$36,262	$36,625
2	$33,470	$33,805
1	$30,684	$30,990

Progression

Progression through the scale from step 1 to step 6 shall be by way of automatic annual increment

Progression, to Step 7 and beyond shall be through operation of the Technical Merit Progression process detailed in Appendix B.

5.9 Salary Increments While On Study Leave

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

5.10 Payment of Salary

5.10.1 Employees will be paid fortnightly in arrears by direct credit. Where 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.

5.10.2 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.

5.10.3 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.

5.10.4 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.

5.10.5 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.

5.10.6 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.

6.0 ANNUAL LEAVE

6.1 Employees, other than casuals, 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 Casual employees shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement, dependant on recognition of an individuals' service.

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 Leave for Dental Therapists/ Assistants - Subject to annual leave provisions above.

a) Dental Managers, Quality Manager and Training Coordinator and Category 1 Dental 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 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:

Table 1:

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 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.

6.7 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.

7.0 PUBLIC HOLIDAYS

7.1 The following days shall be observed as public holidays:
New Year's Day
2 January
Waitangi Day
Good Friday
Easter Monday
ANZAC Day
Sovereign's Birthday
Labour Day
Christmas Day
Boxing Day
Anniversary Day (as observed in the locality concerned)

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

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, 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 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.

7.2.3 Should a public holiday fall on a weekend, and an employee is required to work on both the public holiday and the week day to which the observance is transferred, the employee will be paid at weekend rates for the time worked on the weekday/transferred holiday. Only one alternative holiday will be granted in respect of each public holiday.

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 as provided above they will be paid at double the ordinary hourly rate of pay (T2) for each hour worked and they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.

7.5 An employee who is on call on a public holiday as provided above, but is not called in to work, shall be granted an alternative holiday, except where the public holiday falls on a Saturday or Sunday and its

observance is transferred to a Monday or Tuesday which the employee also works. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.

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

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

7.7.1 Fulltime employees –
For fulltime employees and where a public holiday, other than Waitangi Day and ANZAC Day when they fall on either a Saturday or Sunday, falls on the employee's rostered off duty day, the employee shall be granted an alternative holiday at a later date.

In the event of Christmas Day, Boxing Day, New Year's Day or 2 January falling on either a Saturday or Sunday and a full time employee is rostered off duty on both that day and the weekday to which the observance is transferred, the employee shall only receive one alternative holiday in respect of each public holiday.

7.7.2 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.

7.8 Public holidays falling during leave:

7.8.1 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.

7.8.2 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.

7.8.3 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.

8.0 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). 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 above. This provision will not apply if the employee is on leave without pay.

8.3 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.

8.4 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.

9.0 SICK & DOMESTIC LEAVE

In applying the provisions of this clause the parties note:

- their agreed intent to have healthy staff and a healthy workplace
- that staff attending work unwell is to be discouraged and the focus is on patient and staff safety
- that they wish to facilitate a proper recovery and a timely return to work
- that staff can have sick leave and domestic absences calculated on an hourly basis.

9.1 On appointment to a DHB, a full time employee shall be entitled to ten (10) working days leave for sick or domestic purposes during the first twelve months of employment, and up to an additional ten (10) working days for each subsequent twelve month period. The entitlement shall be pro-rated for part time employees except that a part-time employee shall receive no fewer than five (5) working days paid sick leave for the first twelve months of employment and a minimum of five (5) additional working days for each subsequent twelve month period. The employee shall be paid at relevant daily pay as prescribed in the Holidays Act 2003, for the first five days in each twelve month period. Thereafter they shall be paid at the normal rates of pay (T1 rate only). A medical certificate may be required to support the employee's claim.

9.2 Transportability of Sick Leave
The following applies only to employees employed in a position that requires registration under the HPCAA (Health Practitioners Competence Assurance Act) and shall also apply to all employees employed under salary scales 5.2 Allied, and 5.3 Alcohol and Other Drug Clinicians.

From 1 April 2012, an employee who ceases employment at one DHB and commences employment at another DHB may transfer to their new employment a maximum of up to 20 days (at their normal/ordinary rate of pay, T1) of their unused sick leave entitlement from their previous DHB employment, provided that any break in service between finishing at their previous DHB and commencing employment at the new DHB is not more than one calendar month.

Any unused sick leave entitlement that is transferred shall be in addition to the sick leave entitlement the employee will receive on commencement of employment with the new DHB under clause 9.1, and shall not impact on their anniversary date for future sick leave entitlements.

9.3 In the event an employee has no entitlement left, they may be granted an additional 10 days per annum. In considering the grant of leave under this clause the employer shall recognise 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. Requests should be considered at the closest possible level of delegation to the employee and in the quickest time possible, taking into account the following:

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

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.

Leave granted under this provision may be debited as an advance on the next years' entitlement up to a maximum of 5 days.

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 employees entitlement at the time of cessation of employment may be deducted from the employees 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; 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 special leave 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 DHB's policy and Sick Leave practices. The focus of the review will be to assist the employee in establishing practical arrangements to recover from sickness or injury.

9.12 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.

9.13 For 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.

10.0 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:

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

10.3 Length of Parental Leave

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

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

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

Except as provided for in 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 the Department of Child, Youth and Family services to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an approved adoption placement shall be provided to the employer's satisfaction.

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 Paid Parental Leave and Employment Protection Amendment Act 2002), 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 30 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 – 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.

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

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

Where 10.3 (c) applies and both partners are employed by the DHB, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

10.15.1 Reappointment After Absence Due To Childcare

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

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

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

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

e) This application for reappointment must be accompanied by:
   (i) The birth certificate of the pre-school child or children; and
   (ii) A statutory declaration to the effect that the absence has been due to the care of a dependent pre-school child or children, that the four year maximum has not been exceeded, and that paid employment has not been entered into for more than 15 hours per week. Where paid employment has exceeded 15 hours per week the reappointment is at the CEO's discretion.

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

g) Where:
   (i) The applicant meets the criteria for eligibility; and
   (ii) There exists at the time of notification or becomes available within the period up to two weeks before the intended date of resumption of duties a position which is substantially the same in character and at the same or lower grading as the position previously held; and
   (iii) The applicant has the necessary skills to competently fill the vacancy; then the applicant under these provisions shall be appointed in preference to any other applicant for the position.

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

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

11.0 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.

12.0 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.

13.0 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 estate.

14.0 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.

15.0 HEALTH & SAFETY

15.1 The employer and employees shall comply with the provisions of the Health and Safety in Employment Act 1992 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 MECA).

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.

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.

15.5 The employer recognises that to fulfil their function health and safety delegates require adequate training, time and facilities.

15.6 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 work place.

16.0 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 DHB 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.

17.0 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 and the employer will reimburse actual and reasonable costs.

17.3 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.

17.4 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.

18.0 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:

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

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.

19.0 COMPETENCY EVALUATION

19.1 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.

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

19.3 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.

20.0 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 (for example, anaesthetic technicians, psychotherapists).

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

a)The employee is employed by the DHB 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 (for example, social workers), the employer

will reimburse actual costs up to a maximum of $500 towards the initial registration costs where the employee is employed by the DHB 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.

21.0 PROFESSIONAL ASSOCIATION FEES

21.1 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:

a) the membership is directly relevant to the employee's duties; and
b) 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.

21.2 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.

21.3 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.

Aotearoa New Zealand Association of Social Workers	$259
Australasian Sleep Technologists' Association	$100
Australasian Society of Cytogeneticists	$25
Australia New Zealand Society of Respiratory Science	$143
British & Irish Orthoptic Society	$277
New Zealand Dental & Oral Health Therapists Association	$250
Drug & Alcohol Practitioners' Association Aotearoa New Zealand	$86.50
Hospital Play Specialists ' Association of Aotearoa/ New Zealand	$70
Human Genetic Society of Australasia	$149
New Zealand Anaesthetic Technicians' Society	$100
New Zealand Association of Child & Adolescent Psychotherapists	$250
New Zealand Association of Counsellors	$340
Occupational Therapy New Zealand	$414
New Zealand Association of Psychotherapists	$320
New Zealand Audiological Society	$500
New Zealand College of Clinical Psychologists	$350
New Zealand Dietetic Association	$427
New Zealand Healthcare Pharmacists' Association	$130
New Zealand Institute of Dental Technologists	$177.50
New Zealand Institute of Environmental Health	$140
New Zealand Institute of Health Estate & Engineering Management	$100
New Zealand Institute of Medical Laboratory Scientists	$174.50
New Zealand Psychological Society	$403
New Zealand Society of Hand Therapists	$105
New Zealand Society of Neurophysiology Technicians	$16
New Zealand Society of Physiotherapists	$500
New Zealand Speech-Language Therapists' Association	$350
New Zealand Sterile Services' Association	$50
Orthoptic Association of Australia	$158
Pharmaceutical Society of New Zealand	$433
Podiatry New Zealand	$500
Public Health Association of New Zealand	$175
Society of Cardiopulmonary Technology Inc.	$50
VHT Society	$19
Visiting Neurodevelopment Therapy Association	$30

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

22.0 PROFESSIONAL DEVELOPMENT, EDUCATION & TRAINING LEAVE

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

The DAH group has agreed to work with the PSA to determine the professional development items that we can report on and to determine the reporting frequency of this information.

Each DHB will develop, in consultation with PSA, a training and development plan covering PSA members which provides for training and development that is designed to meet the requirements of the DHB and advance employee's individual skill and competence relevant to the service needs and complies with the professional development, education & training leave clauses in this agreement ensuring that information will be provided in each DHB regarding sources of and access to funds/entitlements.

The PSA will establish elected delegate(s) at local DHB 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 30 in relation to the recognition and support of delegates will apply to these positions.

22.1 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.

22.2 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 DHBs where they apply. These entitlements are listed below:

22.2.1 Auckland

a) In recognition of the importance of continuing education and training the ADHB 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 ADHB and which facilitate their own growth or development.

b) The ADHB shall ensure that adequate resources are made available to meet the training requirements.

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

d) ADHB 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".

22.2.2 Waitemata

a) Where it is considered desirable in the interests of Waitemata District Health Board 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.

b) Such leave shall include leave to attend lectures or block courses and to sit examinations.

c) Waitemata DHB 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.

22.2.3 Counties Manukau

a) Entitlements

(i) To assist individuals in updating and enhancing their clinical skills the employer shall grant employees on the basis of each full time equivalent:
1. 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.
2. 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.
3. 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.

(ii) 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.

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

b) Guidelines for Access

(i) Process
1. 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.
2. 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.

(ii) Monitoring
1. Supervisor / Manager And Staff Member To Keep Records Of Training Received.
   - Supervisor / manager to keep record of training hours and costs.
2. Amounts
   - Use clinical allocations and approval rationale as a guideline
   - Basic principle would be to access internal courses first
3. 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

(iii) 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 for applying for Accrued Funds is set out n Appendix II to this agreement.

(iv) Professional Association Fees

1. 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.
2. 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.

(v) Annual Update Day

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

22.3 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.

22.4 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 DHB;
d) Where applicable, assist the employee to meet the regulatory requirements to maintain professional competence;

22.5 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.

22.6 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.

23.0 POLICIES AND PROCEDURES

23.1.1 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.

23.1.2 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.

24.0 INSURANCE PROTECTION

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

25.0 TRAVELLING EXPENSES AND INCIDENTALS

25.1 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.

25.2 Employees who are instructed to 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.

25.3 General: In circumstances not addressed by this clause, any expenses incurred on behalf of the employer shall be reimbursed in accordance with individual DHB policies.

25.4 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.

25.5 **Relocation Expenses**

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

26.0 INDEMNITY INSURANCE

26.1 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.

26.2 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.

26.3 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 DHB will provide and pay for independent legal representation for both parties.

27.0 EMPLOYEE ACCESS TO PERSONAL INFORMATION

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

28.0 PAY & EMPLOYMENT EQUITY

The parties to this Agreement have a commitment to pay and employment equity. The pay and employment equity review in the public health service has now been completed and the parties agree to work together to address any issues that have been raised in the response plan.

29.0 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 KiwiSaver Act 2006.

30.0 WORKING BETTER TOGETHER

30.1 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 PSA to each DHB on request.

30.2 Union Meetings

30.2.1 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.

30.2.2 The union shall give the employer at least 14 days' notice of the date and time of any meeting to which sub-clause 30.2.1 of this clause applies.

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

30.2.4 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.

30.2.5 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.

30.3 Delegates/Union Workplace Representatives

30.3.1 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.

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

30.3.3 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.

30.3.4 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.

30.4 Leave to Attend Employment Relations' Education Leave

30.4.1 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.

30.4.2 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.

30.4.3 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.

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

30.5 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.

31.0 BARGAINING FEE

This Clause takes effect from 27 June 2016

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).

31.1 For the purposes of this clause:

31.1.1 The "bargaining fee" shall be set at 100% of the current PSA membership subscription rate

Gross annual salary of over $39,103	$16.70 per fortnight
Gross annual salary of between $18,380 – $39,103	$8.30 per fortnight
Gross annual salary of under $18,380	$4.10 per fortnight

and paid each pay period and shall not increase during the term of this clause;

31.1.2 The "specified period" is the period of 14 days prior to the date on which this Clause comes into effect.

31.1.3 An “affected employee” is one

a) Whose work is covered by the coverage clause of this Agreement and
b) Whose terms and conditions of employment comprise or include the terms and conditions of employment specified in this Agreement and
c) Who is not a members of the union and
d) Who is not a member of another union and
e) Who is not an employee who has opted out.

31.1.4 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 the employee 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.

31.2 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.

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

31.4 This clause shall expire on 06 October 2017 , which is the expiry date of this Agreement.

32.0 CONSULTATION, CO-OPERATION AND MANAGEMENT OF CHANGE

Note For change that potentially impact more than one DHB please be aware of the alternative approach set out in Schedule H.

32.1 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.

32.2 Management of Change

32.2.1 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.

32.2.2 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.

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

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

32.2.5 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.

32.2.6 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.

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

32.3 Participation

Partnership for Quality 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 for Quality 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.

32.3.1 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.

32.3.2 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.

32.3.3 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.

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

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

32.3.6 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.

32.3.7 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 32.4.

32.4 Staff Surplus

32.4.1 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 32.4.4 below shall be invoked and decided on a case by case basis in accordance with this clause.

32.4.2 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).

32.4.3 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 the DHB.

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

32.4.4 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 32.4.9 will be applied as a package.

32.4.5 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.

32.4.6 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.

32.4.7 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.

32.4.8 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.

32.4.9 Severance

Payment will be made in accordance with the following:

a) “Service” for the purposes of this subclause means total aggregated service with the employing DHB, its predecessors or any other DHB, but excludes any service with any DHB or their predecessor which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any other DHBs or their predecessors. Employees who commenced employment with the current employing DHB prior to 1 October 2008, will retain pre-existing severance provisions , which are more favourable than those in this clause.

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

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

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

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

f) If the employee has ten or more years service, the full retiring gratuity as set out in the scale contained in the retirement gratuity schedules shall be paid.

g) Employees with not less than eight years service but less than ten years service, shall be paid two weeks' basic salary (t1 rate only).

h) Employees with not less than five years service but less than eight years service, shall be paid one week's basic salary (t1 rate only).

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

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

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

- the same as, or no less favourable, than the employee's conditions of employment; and
- in the same capacity as that in which the employee was employed by the employer, or
- in any capacity in which the employee is willing to accept

32.4.10 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.

32.4.11 Counselling

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

32.4.12 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.

32.4.13 Employee Protection Provisions

The parties acknowledge that Section 69M of the Employment Relations Act requires all collective agreements to contain provisions in relation to the protection of employees where their employer's business is restructured. It is agreed that these provisions exist within the current collective agreement (e.g. Clause 32.2 Management of Change and Clause 32.4.12 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.

33.0 RETIRING GRATUITIES

The retiring gratuity provisions that applied in the regional MECA that preceded this Agreement are set out in Appendix N to the MECA.

34.0 ENDING EMPLOYMENT

34.1 Notice Period

34.1.1 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.

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

34.2 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.

35.0 HARASSMENT PREVENTION

35.1 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.

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

36.0 EMPLOYMENT RELATIONSHIP PROBLEMS:

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

Let The Employer Know

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

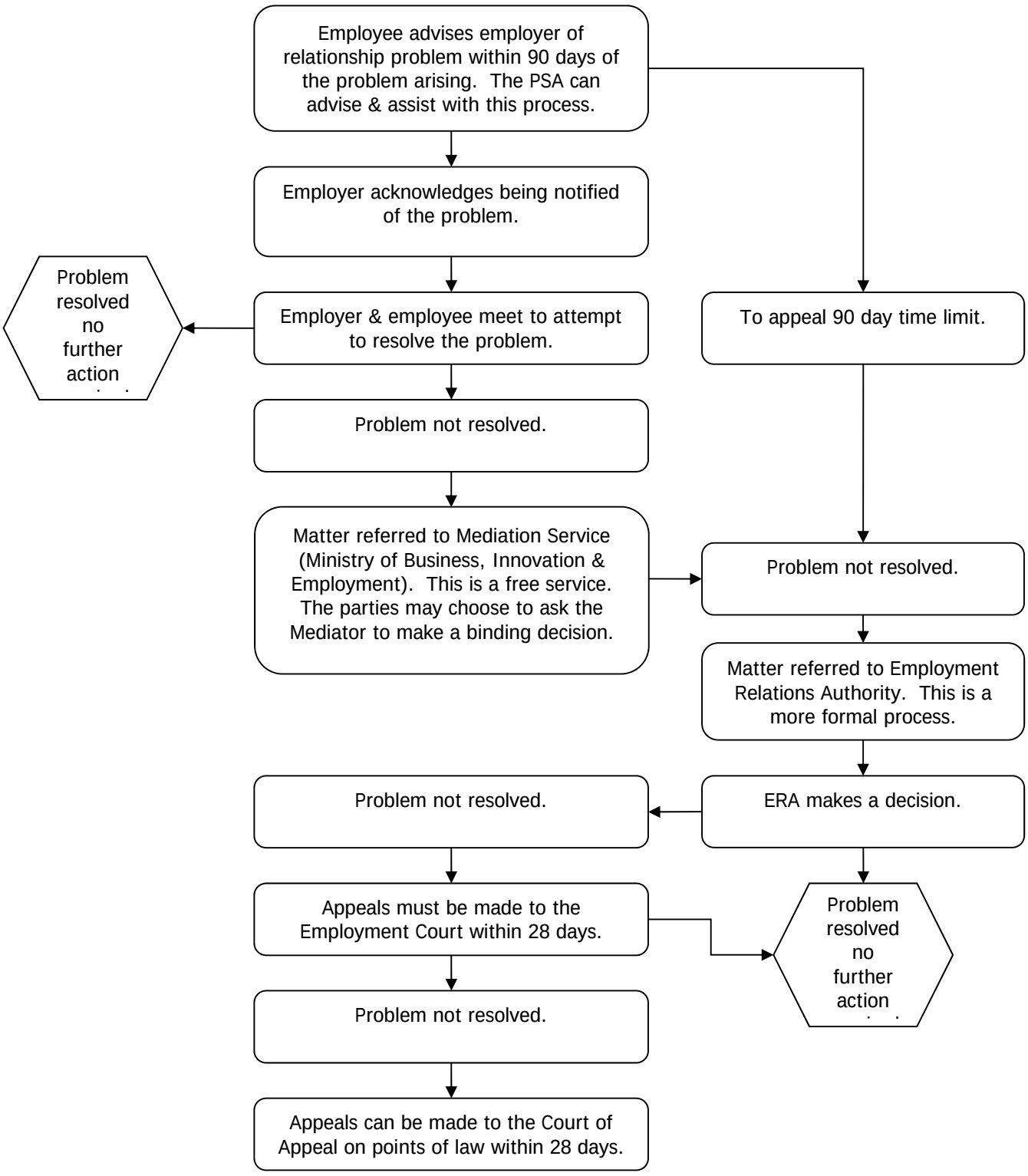
Personal Grievances

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. 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



37.0 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.

38.0 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.

39.0 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.

40.0 TERM OF DOCUMENT

This agreement shall be deemed to have come into force on 13 June comes into effect and 6 October 2017 expiry.

Signed this _____ day of _____ 2014.

For an on behalf of the PSA:

Warwick Jones
Assistant Secretary

For and on behalf of the employer parties:

Dale Bramley Chief Executive Officer Waitemata District Health Board	Ailsa Claire Chief Executive Officer Auckland District Health Board	Geraint Martin Chief Executive Officer Counties & Manukau District Health Board

Appendix A- Career and Salary Progression (CASP) Framework

Applies to:

Allied Health & Public Health Salary Scale
Alcohol & Other Drug Clinicians
Hauora Maori Workers (Levels 2 & 3)
Health & Clinical Support Workers (Levels 2 & 3)
Psychologists

Introduction
The Career and Salary Progression (CASP) framework establishes a fair, transparent and consistent process for career and salary progression for practitioners on the non-automatic salary steps on the following salary scales who wish to apply for salary progression: Allied Health, Alcohol & Other Drug Clinicians, Hauora Maori Workers (Grades 2 & 3), Health & Clinical Support Workers (Grades 2 & 3) and Psychologists.

This Schedule provides all practitioners and their managers with the framework and process agreed between District Health Boards (DHBs) and the Public Service Association (PSA). The framework has been developed as a single document that will be used by all professions and is a prospective process involving the mutual setting of goals between a practitioner and their manager.

The framework provides practitioners with a pathway for career progression and salary review appropriate to their individual, profession and service requirements. Practitioners on the non-automatic salary steps who choose not to participate in the CASP process must continue to demonstrate ongoing competency at their current salary step.

Many of the activities described in this document could be applicable to practitioners on the automatic salary steps. However, for practitioners participating in CASP, the objectives that they develop will further extend their practice. Their work will contribute to the ongoing development of both themselves and the service that they work in. It is also expected that they will be leading other practitioners to integrate the DHB's Vision, Values and organisational Goals into practice. Practitioners accessing this framework may be working in either specialist or generalist areas of practice and their activity may occur in acute, ambulatory, community, rural, public health or other settings involving clients with physical and/or mental health issues, and other key stakeholders.

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

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

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

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

The practice domain of Advanced Māori Responsiveness has been developed to extend the acquisition, acknowledgement and implementation of specialised cultural knowledge, skills and competencies when Māori are specifically working with Māori. This practice domain provides scope for Māori practitioners who may be employed in any health care setting, however will be supportive to Māori focused contexts.

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

Statement of Accountability
The CASP Framework process requires mutual responsibility and accountability of all staff involved. This should include the individual practitioner, their manager(s) and the professional representative for that discipline. The process is prospective and includes setting objectives, preparing the agreed evidence within the practitioner's portfolio, and presenting achievements at the annual performance review meeting. However, the setting of objectives may take into consideration work that has been initiated within a reasonable timeframe of the objectives being set as long as objectives remain current to service need/service development and of benefit to professional development.The practitioner being appraised is responsible for meeting their own tasks and highlighting issues with their manager that may impact on their ability to complete activities within agreed timelines. If this does not occur the salary progression process could be discontinued at that time, although the annual performance review process will be completed.

Principles
The principles of fairness, transparency and consistency in the application of the Career and Salary Progression (CASP) Framework will be achieved by:

1. Establishing agreed expectations and associated evidence required between the individual, their manager and professional representative
    a) The CASP framework is a prospective process (note the Statement of Accountability)and will take a minimum of one year to complete
    b) It will align with regulatory and professional standards as appropriate
    c) It requires achievement of a satisfactory performance review as agreed by both parties prior to the commencement of CASP
    d) It requires that a practitioner is not under a performance management process
    e) It establishes challenging expectations within the practitioner's current role, which could be via a clinical/practice and/or a managerial pathway
    f) Where a professional representative is not available for practitioners within a local DHB, one will be appropriately sourced from the region in the first instance
    g) Both the individual and their manager share accountability for initiating and maintaining the CASP process

Process

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

Occupational Group	Compulsory Domains
Allied Health, AOD Clinicians, Health & Clinical Support Workers (Level 3)	– Clinical & Professional Practice – One objective demonstrating Maori responsiveness (can come out of any of the practice domains & may be part of the Clinical & Professional Practice objective)
Hauora Maori Workers (Level 3) & practitioners in Maori designated positions/ services.	– Advanced Maori Responsiveness – Clinical & Professional Practice
Hauora Maori Workers (Level 2)	– Advanced Maori Responsiveness – Clinical & Professional Practice
Health & Clinical Support Workers (Level 2)	– Clinical & Professional Practice

3. The employee may consult the PSA if there is a dispute between them and their manager over the size of the objectives.
4. The manager and the employee will discuss the appropriate support required for the employee to complete the CASP process at the time their objectives are set. Any reasonable resources, including time, must be identified and agreed when objectives are initially set, with consideration given to the maintenance of normal service requirements. The objectives are then signed off by the manager
5. The practitioner completes the work during the year, with the evidence kept in their professional portfolio
6. The objectives and evidence of the completed activity is reviewed at the end of the year by the line manager, with discipline-specific professional input
7. Consultation between the practitioner and their manager(s) should be ongoing throughout the year to allow for any amendments should circumstances change or additional opportunities present themselves
8. If all agreed activities have been completed, then the salary progression occurs
9. Where there are disagreements during this process, local DHB dispute resolution processes will apply

Professional & Clinical Practice
This practice domain is fundamental to the CASP Framework. All practitioners are employed in clinical and/or professional practice roles where this activity forms the majority of their outputs.

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

Themes	**Examples of Activities**
Demonstrates professional/clinical (practice) leadership/knowledge	- Acts as a resource person - Demonstrates innovation in practice - Critical consumer of literature and demonstrates integration into practice - Acknowledges the significance and use of te reo Māori and can communicate using basic greetings with appropriate pronunciation - Acknowledges and actively engages in the impact of whaka whanaunga on a person's life story
Acts as a clinical/professional resource person	- Provides peer review - Provides clinical guidance/mentoring - Develops formal teaching/papers - Develops resource materials for populations - Influences community and population health issues - Involvement in service specific contract negotiation - Uses advanced professional knowledge and expertise to act as a resource - Provides formal review of professional practice of a colleague external to the organisation - Welcomes manuhiri by providing a welcoming environment and facilitates interactive communication
Develops collaborative partnerships that impact on clinical/professional practice	- Develops and maintains strategic relationships internal/external to the organisation - Advances strategic relationships internal/external to the organisation

Themes	**Examples of Activities**
	- Advances consumer involvement in the provision of health or health services - Advances effective team working - Demonstrates the acknowledgement of the significance and use of te reo Māori and communicates using basic greetings with appropriate pronunciation - Aligns frameworks, practices and concepts to Māori paradigms of health
Advances strategic relationships internal/external to the organisation	- Demonstrates the development of new relationships or expands current relationships between provider arm services and the primary/NGO sector and/or other agencies - Demonstrates consumer involvement in service development/review and/or the provision of health or health services - Advances effective team working - Demonstrates the acknowledgement of the significance and use of te reo māori and communicates using basic greetings with appropriate pronunciation - Demonstrates the acknowledgement of frameworks align practices and concepts to Māori paradigms of health
Demonstrates advancing clinical /professional competency	- Identifies and responds to clinical /professional risk - Demonstrates clinical/professional effectiveness - Manages increasingly complex ethical/professional/clinical situations, acknowledging cultural linkages and views (tuakiri) - Demonstrates advancing assessment/intervention skills, acknowledging concepts and perceptions of Māori spirituality - Demonstrates an understanding of traditional views of health of other cultures and aligns this with practice
Contributes to relevant Professional Body	- Participates in Advisory Committees, Competency Panels, Registration Authorities or other groups relevant to the profession/discipline - Contributes to the development of national standards of practice - Presents a paper at a national/international professional meeting/conference/workshop - Presents as an invited keynote speaker at a national/international professional meeting/conference/workshop - Participates in a professional working group / review group (external to the DHB) at a local /regional /national or international level - Participates as a reviewer in a profession-wide peer review process

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

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

Theme	**Examples of Activities**
Actively seeks opportunities to develop self professionally	- Undertakes post-graduate work relevant to the profession and/or the service - Writes an article/paper for publication relevant to the profession/service - Undertakes research relevant to the profession and/or the service - Implements new directions and/or areas of service provision - Is a critical consumer of the literature and can demonstrate changes in service provision following implementation of practice change - Specialises or provides practice to a niche area, benefiting the service provided - Aligns frameworks, practices and concepts to Māori paradigms of health
Actively seeks opportunities to develop staff within or external to the service/discipline	- Provides supervision and/or peer review (where this is not a core requirement of the role) to other staff which may include specific problem solving sessions - Implements quality projects aimed at directly improving services provided - Organises and provides continuing education of staff which may include development and implementation of in-service programmes, relevant educational materials and inter-professional educational activities - Organises and delivers presentations external to the organisation to a variety of stakeholders and the development of educational materials if required - Is involved with teaching professional/clinical practice at a relevant tertiary organisation for undergraduate or postgraduate students of the same or another discipline - Organises and participates in a relevant professional course/conference/workshop - Demonstrated involvement with iwi, other Māori providers and Māori trainers

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

Theme	**Examples of Activities**
Maintains and updates knowledge in practice	- Critically evaluates current research literature and shares this information with others - Searches for and critiques research material in areas of practice - Initiates service improvements through validated research findings in clinical practice/service delivery - Develops treatment protocols or evidenced based guidelines - Takes responsibility for the generation, implementation and review of relevant protocols/procedures
Participates in outcome measurement and reflects this in practice	- Participates in evaluation and outcome measurement and incorporates recommendations into practice - Initiates ideas/ programmes/ interventions and/or strategies that may lead to improvements in practice, operational service delivery or wider community health outcomes - Implements research within the constraints of the organisation – may include quality assurance, evaluation projects and consumer outcome measurement systems
Research participation and development	- Actively participates in research activity in professional development /management /leadership issues - Leads (or actively participates) in research projects which may include service reviews, documentation audits, practice audits and change of practice - Submits a research activity/paper for publication - Leader of a project that involves a multidisciplinary team at local or national level - Acts as a peer reviewer for academic journal - Reviews research protocols at local or national level - Actively participates in the development of standards of practice based on theory, research and evaluation - Conducts research as a principle investigator/co-investigator in research activity within/external to organisation
Undertakes relevant post graduate/tertiary study	- Completes all study requirements - Applies and disseminates knowledge to colleagues and peers to enhance practice and improve health outcomes - Applies key research principles for Māori involvement - Sources mandate from appropriate forums for Māori research projects

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

Theme	***Examples of Activities***
Demonstrates Leadership	- Demonstrates and promotes integration of the DHB's Vision, Values and Goals - Provides leadership and/or management for a group of health practitioners within a team (where this is not a core requirement of the role) - Leads appropriate change management initiatives - Provides representation of the team perspective to senior managers - Develops and extends networks with peers and professional colleagues internal and external to the DHB, including training institutions - Resolves ethical and professional issues relating to self and others clinical/professional practice - Leads and supports an aspect of Māori /other cultural competence development within a service area - Challenges culturally inappropriate practices and supports staff to make changes
Understands and integrates national or international policies, guidelines, strategies and/or legislation into clinical/professional practice	- Demonstrates an understanding of national policies, strategies and/or legislation and their impacts on Māori health care delivery - Integrates the requirements / recommendations into specific clinical/professional situations - Provides guidance to other practitioners regarding the impact of requirements / recommendations on clinical/professional practice - Contributes to consultation on the implementation and practice of legislation and policies etc
Advocates for the professional group within wider political arena and / or work environment	- Represents the views of their professional group - Represents their profession while participating in working parties, professional groups, in areas of review and professional policies/procedures - Actively supports and advocates within their profession to meet the core health goals identified by the Ministry of Health and/or the strategy within the District Annual Plan
Demonstrates operational management skills	- Contributes to the efficient organisation and performance of the team - Deputises for Service Manager/ Professional Leader/Advisor or representative when required - Leads team building and development activities - Leads conflict resolution processes - Identifies and resolves risk management issues - Leading and prioritising work at times of staff shortages

Theme	**Examples of Activities**
Undertakes project management activities	- Demonstrates project management skills e.g. scoping, business case development, stakeholder and risk management, communication plans, resource management, reporting requirements, project implementation and evaluation - Demonstrates understanding of the financial implications/budget restraints/resources available and works within these - Demonstrates consultation with stakeholders - Promotes and markets the project - Manages change related to the project
Demonstrates advancing team-member skills	- Values and encourages the diverse contribution of team members - Facilitates a problem solving approach - Demonstrates effective negotiation skills - Demonstrates a constructive approach to conflict resolution - Identifies and constructively manages disruptive behaviour within the team - Advocates for and supports the team members - Raises the profile of the team / profession - Demonstrates of role modelling the principles of whanaungatanga

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

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

Theme	**Examples of Activities**
Contributes to quality projects or activities (individual or team)	- Leads (or actively participates) in quality initiatives and quality assurance activities including service reviews, clinical audits and change of practice - Takes responsibility for service changes and developments in alignment with DHB objectives - Identifies gaps in the service and takes steps to remedy them - Takes an active role in resolving ethical professional or service issues - Initiates effective processes with another service to enhance collaborative working - Initiates ideas/ programmes/ interventions and/or strategies that may lead to improvements in clinical practice, operational service delivery or wider community health outcomes - Relates goals and actions to strategic aims of the organisation and profession
Takes a leadership or proactive role with the team/ service that supports the Service Manager/Line Manager in achieving strategic direction	- Enhances the team's achievement of the organisational goals/strategic direction - Takes a primary role in the strategic direction of the service - Provides coaching, mentoring, supervision and development of other staff - Initiates ideas/ programmes/ interventions and/or strategies that may lead to improvements in clinical practice, operational service delivery or wider community health outcomes - Contributes to the development and delivery of service plans - Influences the direction of the service e.g. projects, contracts etc. - Challenges culturally inappropriate practices and supports staff to make changes
Develops, updates and/or implements clinical policies, procedures, standards or guidelines	- Uses the available evidence as the basis of development/ review - Implements improvements which may relate to aspects of clinical, cultural or service provision/ delivery - Prioritises policies and practices that achieve fair and effective allocation of resource and improved health outcomes

Advanced Māori Responsiveness /
Te Toi o Te Anga Atu ki ngā Hiahia o te Iwi Māori

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

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

Theme	**Examples of Activities**
Wairua Recognises an individuals spirituality and the significance in their well-being	- Demonstrates processes and an understanding of the depth of the spiritual realm that a person may encounter, (inclusive of people and environment) e.g. o Guides tangata whaiora to identify tapu, noa and rahui and the impact on (for example) their hinengaro, whenua or whakapapa o Utilises Māori frameworks to gauge the realm tangata whaiora is sitting in e.g. te whare tapa wha, te wheke, pae tonga, takarangi framework etc
Te Reo Recognises the diversity of cultures and languages. Respects the value of te reo Māori and its usage in the health setting	- Demonstrates leadership and fluency of communication in a range of settings, exchanges and dialects e.g. o Develops resource materials for the team/service o Introduces Māori language to other team members o Acts as a resource person within the organisation o Seeks leadership and guidance from pakeke, koroua and kuia
Whakawhanaunga Recognises an individual's choice of family and friends and their inter-connected relationships	- Demonstrates leadership in the context of inter-generational principles around Ko Āu, Whānau and Whanaunga e.g. the development of a case study that is available as a learning activity for other practitioners that includes: o Whākapapa o Familial and other relationships of tangata whaiora o The importance of relationships of tangata whaiora o A clear understanding of the way the family operates and explores how their patterns of behaviour can impact on subsequent generations o Recommends appropriate intervention taking the above concepts into consideration
Tuakiri Recognises the importance of a person's unique identity	- Demonstrates and facilitates positive changes in maintaining hauora o Promotes tangata whaiora to make appropriate choices for healthy lifestyles

Theme	**Examples of Activities**
	o Demonstrates Māori frameworks to facilitate hauora e.g. pōwhiri poutama, rangi matrix, te whare tapa wha, te wheke
Manaaki Recognises the extent of importance in showing respect or kindness to people	- Leads and responds to a variety of settings that engage with tangata whaiora and their whanau i.e. marae, hui, whanau etc as tangata whenua or manuhiri o Develops resource for the team/service o Role models and leads the concepts of manaaki to tangata whaiora/whānau and other team members o Respects others in the practice of manaaki, inclusive of koha and reciprocity
Ngakau Māori Recognises and understands the strategic direction of Māori concepts or ideas	- Develops and delivers education based upon Māori frameworks to inform professional/clinical practice - Provides cultural supervision for other Māori practitioners - Actively leads strategic planning and direction of Māori services that improve Māori outcomes - Monitors and evaluates effectiveness of planned intervention

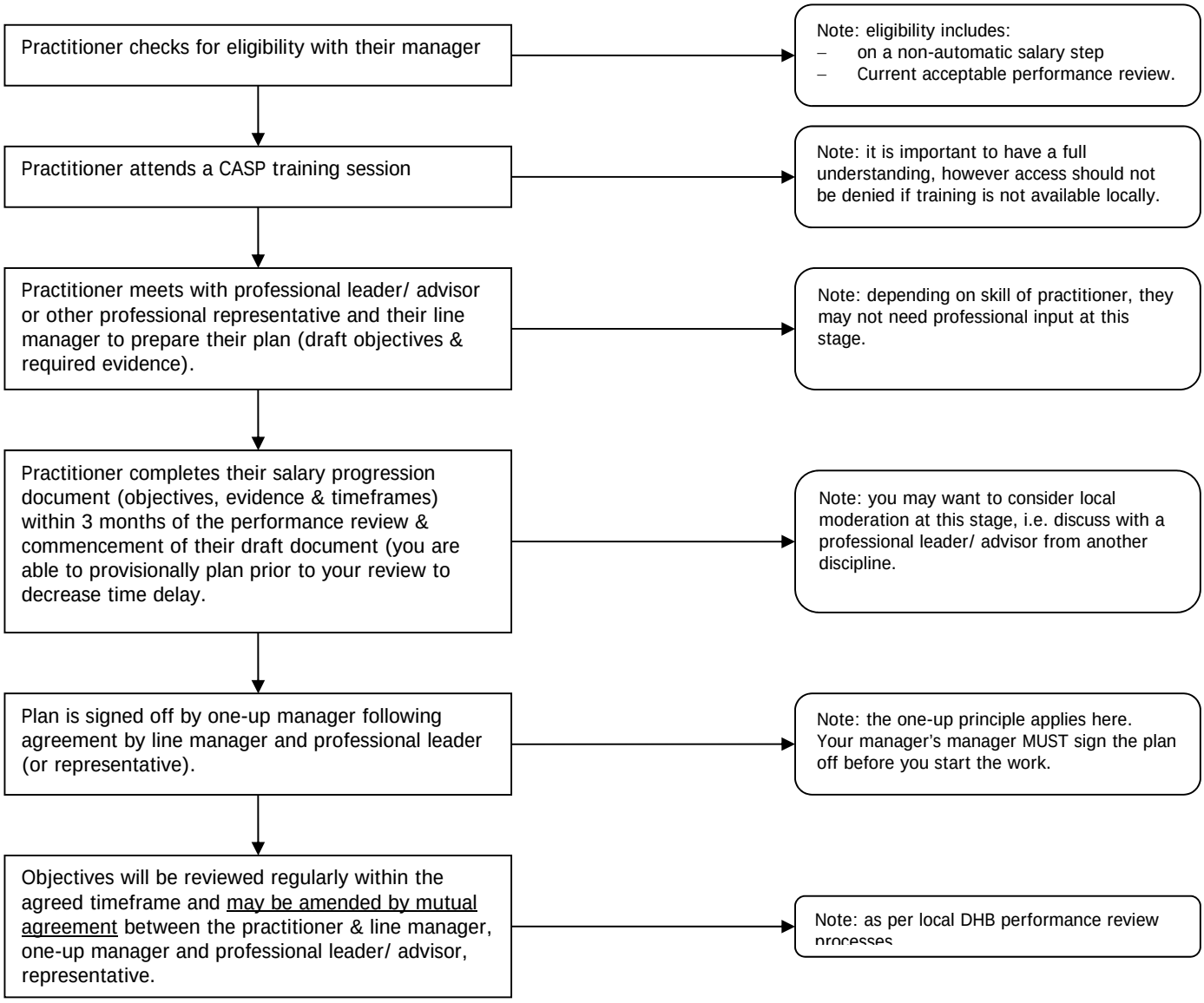
Cultural Responsiveness

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

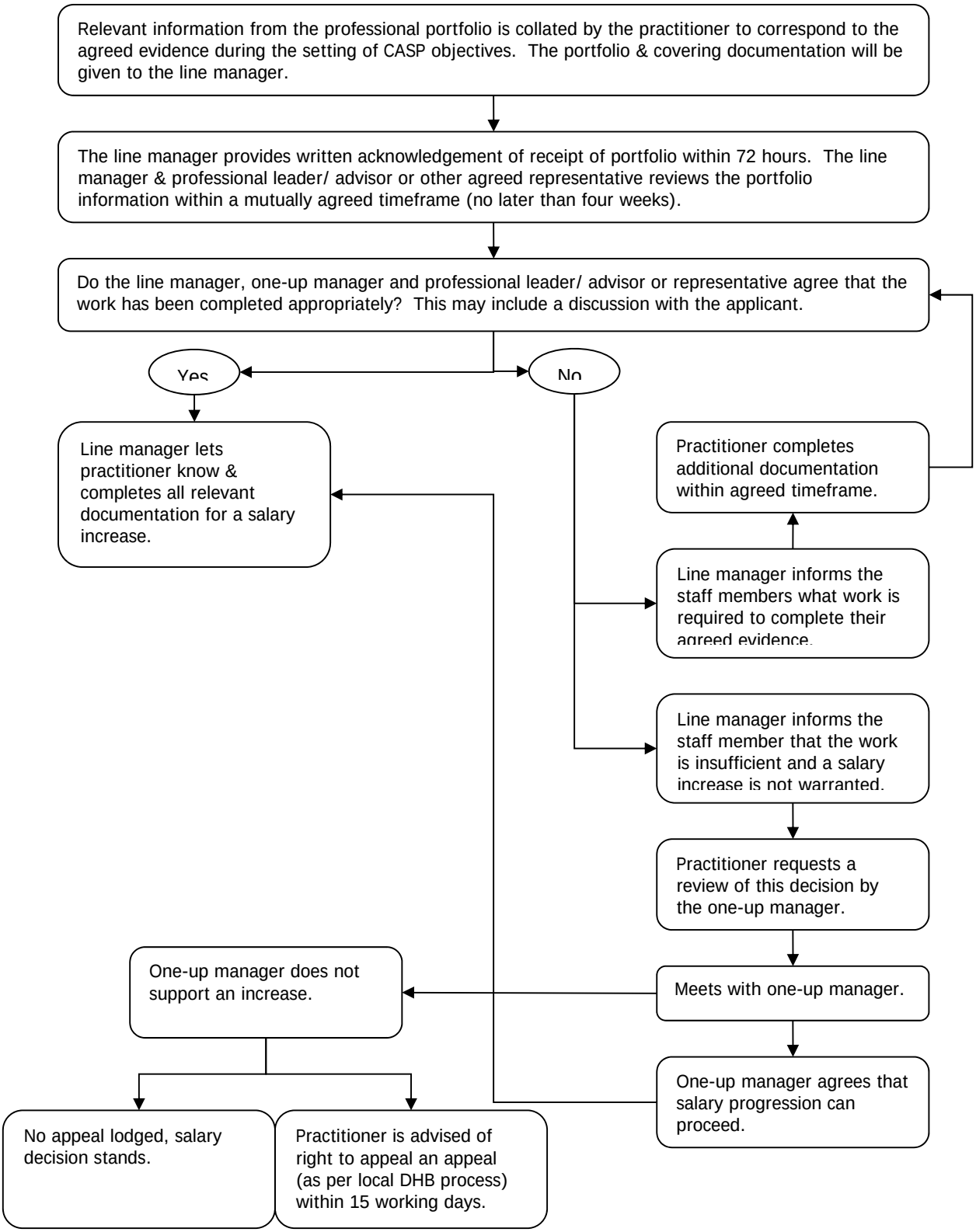
Theme	**Examples of Activities**
Demonstrates alignment of clinical /professional practice and appropriateness with the DHB's Pacific Policy	- Develops and maintains relationships with the Pacific Health services - Demonstrates a working relationship with Pacific Health providers (including NGOs) - Develops understanding and analysis of current issues in specific client groups - Links DHB Strategic Plan with clinical practice in key target areas identified by Pacific Health
Develops an in-depth understanding of Pacific approaches to health	- Researches an identified Pacific culture, its wider environmental context, leadership structure and its interplay with clinical practice - Researches DHB vision and values and their link with Pacific cultural values and principles - Researches Pacific People's traditional views on health - Researches governance/partnership systems in the DHB and kinks this to own role and responsibilities - Researches disparities in the DHB population and links to issues within own service

Theme	**Examples of Activities**
Demonstrates alignment of clinical /professional practice and appropriateness with policies related to other cultural population groups represented in your DHB	- Develops and maintains relationships with groups representing an identified culture - Demonstrates a working relationship with relevant community resources - Demonstrates an understanding and analysis of current issues in specific client groups - Links DHB Strategic plan with clinical practice in key target areas
Develops an in-depth understanding of an identified cultural group within your DHB	- Researches into an identified culture, its wider environmental context, leadership structure and its interplay with clinical practice - Researches DHB vision and values and that culture's population groups principles of health, linking this town role and responsibilities - Researches disparities in the DHB population and links this to own service
Leads and supports an aspect of cultural responsiveness within own service area	- Demonstrates leadership and role- modelling in both clinical and professional practice and service delivery - Challenges culturally inappropriate practices and supports staff to make changes - Is actively involved in developing cultural policies within own service - Develops needs assessment of cultural requirements for staff - Cultural knowledge and appropriateness is applied to clinical and professional practice - Demonstrates an understanding of own issues regarding cultural intervention - Demonstrates a working relationship with relevant community groups - Develops understanding and analysis of current issues in specific client groups - Leads the DHB Strategic Plan with clinical practice in key target areas

CASP – Setting Objectives



CASP – Submitting Your Evidence



Appendix B – Merit Progression

Applies to:

Technical Positions

The merit progression process will be based on the principles of Transparency, Consistency and Fairness. The following standard criteria and practices will apply to all merit progression programs:

1. Agreeing and achieving the desired outcome(s) of a merit progression program will be the joint responsibility of the manager and employee.
2. Merit 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 of the objectives being set as long as objectives remain current to service need/service development and of benefit to professional development. The employee may consult the PSA if there is a dispute between them and their manager over the size of the objectives.
3. Merit objectives must not conflict with professional legislation or the requirements of relevant regulatory bodies.
4. Progression on merit can only occur if an individual has transitioned the automatic salary increment steps or has been appropriately appointed to a position/salary step within the merit progression scale. A minimum interval of one year will also apply

   a) before the first merit step increment subsequently occurs and
   b) between any merit step increments thereafter.

   Merit objectives should therefore be agreed and/or outcomes assessed during the employee's annual performance plan/appraisal process.

5. Merit objectives can be renegotiated and/or extended timelines agreed if unforeseen circumstances arise.
6. The employee will be expected to take a self directed approach to meeting their merit objectives.
7. Employees will be required to provide agreed, relevant and supportive evidence that demonstrates the merit objectives have been met in full.
8. Merit progression must
   a) add value to the organisation
   b) take into account the relativity (both salary and responsibility/accountability) with designated positions within the service structure
   c) either involve duties and/or responsibilities that are additional to those stated within a person's position description or
   d) require the employee to achieve performance targets that clearly require additional effort on the employee's part.

9. The manager of the employee will ensure appropriate support is provided to employees undertaking the merit progression process. Any reasonable resource requirements, including time, must be identified and agreed when merit objectives are initially set. As part of this process consideration must be given to the maintenance of normal service requirements.
10. A review process will be available to employees undertaking the merit progression program.
11. Participation in the merit progression program must be jointly considered by the manager and employee each year but subsequent employee participation in the merit progression process is optional. However employees who choose not to participate are expected to continue to demonstrate ongoing competency at their current salary step.
12. A moderation process will used at a local, regional and national level to ensure the transparency, consistency and fairness of the merit progression programme, within and across occupational groups and DHBs.

Merit Progression Framework

Number of Merit Objectives Required
The choice of domains required to set merit objectives is outlined below. The employee type has been identified in four groups with merit objective expectations defined for each group – those in "Designated Positions with staff responsibilities" (Professional Leaders, Team Leaders, Section Heads etc) , those in "Senior Positions without staff management responsibilities", those whose roles are predominantly "technical" and those whose roles are predominantly "clinical".

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

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

There remains flexibility around these choices and the final decision must be agreed with the team leader / manager.

Employee Type	**Compulsory Domain**	Elective Domain
Designated Position with staff management responsibilities	x2 Leadership, Minimum x1 Service Development	x1 from any domain
Senior Position without staff management responsibilities	x1 Service Development x1 Advancing Technical / Clinical Knowledge and/or Practice x1 Professional Development	x1 from any domain
Technical role	x1 Advancing Technical Knowledge and/or Practice x1 Professional Development	x2 from any domain
Clinical role	x1 Advancing Clinical Knowledge and/or Practice x1 Professional Development	x2 from any domain

EVIDENCE

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

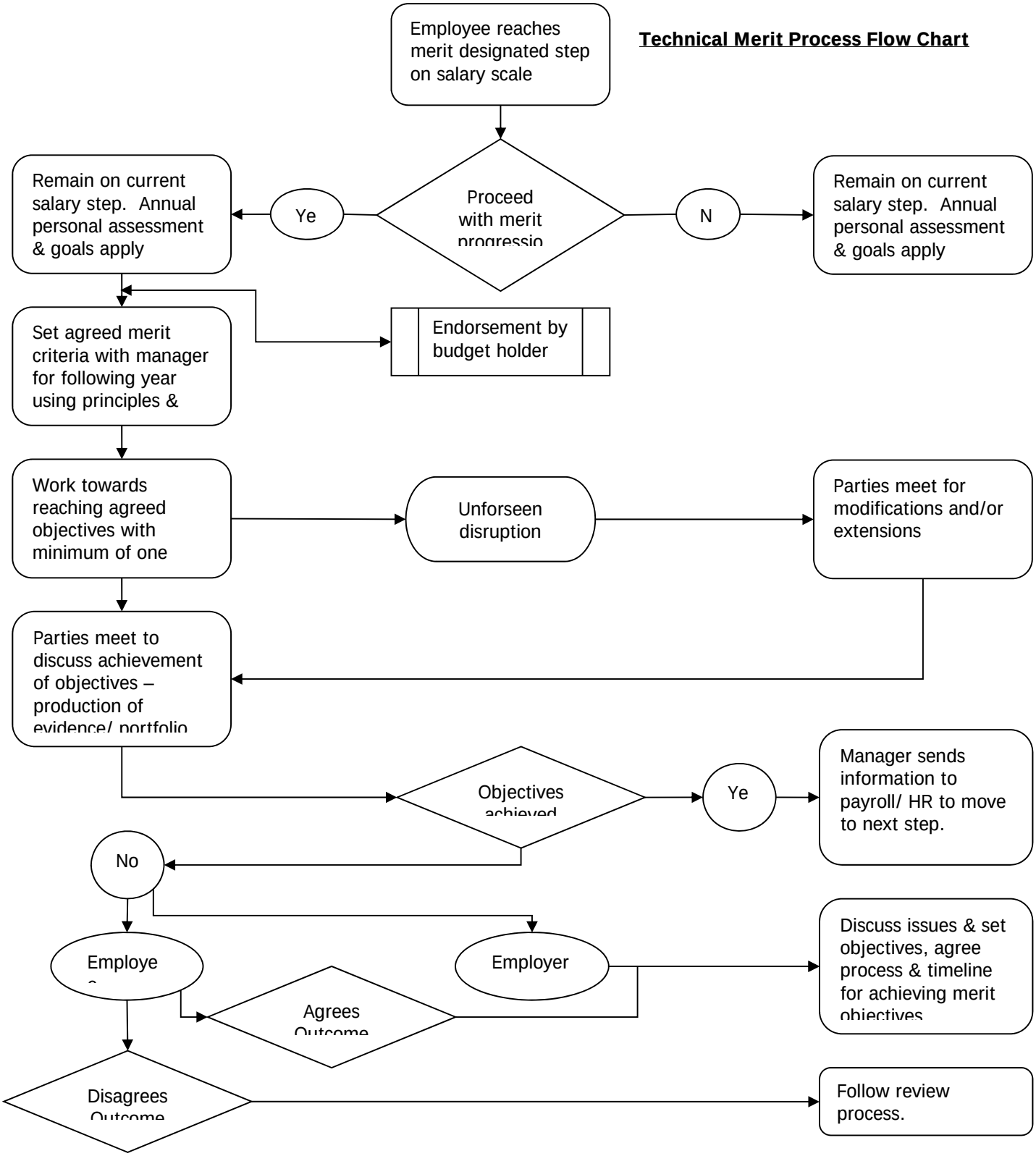
Domains and Activities

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

DOMAIN	This is a guideline only and activities are not limited to the following options
ADVANCING TECHNCIAL KNOWLEDGE AND/OR PRACTICE	- Shares specialist knowledge or applies technical practice skills locally, inter-district or nationally - Resource person for specialty area to other professional groups / hospitals / management - Introduction and implementation of new technology and/or processes - This may include research related objectives
ADVANCING CLINICAL KNOWLEDGE AND/OR PRACTICE	- Shares specialist knowledge or applies clinical practice skills locally, inter-district or nationally - Resource person for specialty area to other professional groups / hospitals / management - Introduction and implementation of new clinical practices - This may include research related objectives
LEADERSHIP Developing and applying leadership and management skills within the service. This domain is particularly relevant for staff in designated roles or beginning to undertake management support responsibilities	NB: If an individual is in a "designated position" the leadership merit objective(s) must involve tasks and/or challenges in excess of that normally associated with the position. - Demonstrates leadership and/or management of staff either as individuals or within a team where this is not a core requirement of the role. This may include deputising for the service manager for a reasonable period of time. - Responsibility for a defined part of the service or for a specialist group on a permanent basis. (Give consideration to size / complexity of service and FTE) - Takes a relevant leadership role in service projects including those relating to change management - Makes significant contribution to relevant professional body and/or develops and extends internal/external networks with peers and professional colleagues including those within training institutions. - Acts as advocate for team/profession/specialist group within the work environment e.g. to senior management - Understands and integrates national or international strategies, policies, guidelines and/or legislation into professional practice
PROFESSIONAL DEVELOPMENT Improving one's learning and professionalism while enhancing the quality of health outcomes and service delivery of the organisation and/or wider health community	NB: Some options not available to those who are in designated educator roles e.g. a) Person required to train staff as part of job description b) Peer group mentor c) Tutor for outside agencies within specialty (e.g. professional groups) - Completes further relevant professional education or qualifications e.g. tertiary/postgraduate including modular course(s) - Peer group mentoring - Internal staff training - Major / active role in research paper - Publication of article in professional journal - Involved in relevant course facilitation and education inside or outside

DOMAIN	This is a guideline only and activities are not limited to the following options
	the wider health community/organisation - Advisor to other occupational groups - Conference / course organiser, presenter (poster/paper/workshop) or invited/keynote speaker - Review/critique of published article, paper, journal, book for peers/service - Presentation of research to relevant staff/group/body - Acting in 'super-user" role for clinical equipment/IT Maintains advanced and diverse level of expertise / knowledge to support service flexibility
SERVICE DEVELOPMENT Leading, initiating or supporting service development or quality/risk management initiatives	- Taking a significant role in determining service strategic plan and subsequent successful implementation - Taking a primary role in setting up a new service - Identifying gaps in current operations and developing and implementing appropriate action plan - Developing, updating or implementing relevant policies, procedures and standards of practice or guidelines in line with accreditation requirements - Responsibility for the determination and regular review of relevant budgets and/or expenditure (if not part of one's normal duties) - Management of service assets/clinical equipment (if not part of one's normal duties) - Providing coaching, mentoring, supervision and development of other staff - Full participation as staff representative on a service-wide committee e.g. H&S or Quality of Service - Taking an active role in ethical and professional issues relevant to service
MAORI RESPONSIVENESS Tuakiri – recognises the importance of a person's unique identity Ngakau Maori – recognises and understands the strategic direction of Maori concepts or ideas	- Demonstration of implementation of the principles of the Treaty of Waitangi within an organisation, service or occupational group - Develops and delivers education based upon Maori framework to enhance professional / clinical practice - Actively leads programme to improve Maori cultural awareness within the service - Actively leads strategic planning and direction of services that improve Maori health outcomes - Monitors and evaluates effectiveness of programme
CULTURAL COMPETENCY Recognising the multi- cultural nature of the health population	- Actively leads programme to improve multi-cultural awareness within the service - Actively leads strategic planning and direction of services that improve multi-cultural health outcomes - Monitors and evaluates effectiveness of programme

Technical Merit Process Flow Chart



Appendix C - Merit Criteria.

Applies to:

Health Assistants
Level One Hauora Maori Workers
Level One Health & Support Worker Positions

Principles

The principles of fairness, transparency and consistency in the application of the merit process will be achieved by:

a) Establishing agreed expectations and associated evidence required between the individual, their manager and professional representative. The employee may consult the PSA if there is a dispute between them and their manager over the size of the objectives.
b) The Merit process will be a prospective process and will take a minimum of one year to complete. However, the setting of objectives may take into consideration work that has been initiated within a reasonable timeframe of the objectives being set as long as objectives remain current to service need/service development and of benefit to professional development.
c) It requires that an assistant is not under a performance management process
d) It establishes challenging expectations within the assistant's current role,
e) Both the individual and their manager share accountability for initiating and maintaining the merit process

Criteria Number	Expectations	Performance Indicator
	Merit One: employees must meet: - criteria1 and: - criteria 2; and - either criteria 3A or 3B; and - one bullet point from criteria 4;and - either criteria 5A, 5B, 5C or 5D **Merit Two:** employees must meet all criteria, that is: - criteria1 and: - criteria 2; and - criteria 3A or 3B; and - two bullet points in criteria 4;and - two of criteria 5A, 5B, 5C and 5D	
1.	**PERFORMANCE APPRAISAL**	
	Is meeting the requirements of the Job Description by applying the necessary skills in an appropriate way to achieve job goals (on the basis of a Job Description that has been agreed between employee and manager), and is meeting obligations as an employee of the DHB.	• Has received a satisfactory performance appraisal including completing an agreed performance plan. • Works according to DHB policies
2	**CULTURAL SENSITIVITY**	
	Demonstrates an awareness, sensitivity and respect of others acknowledging and responding to each persons individual and cultural needs	• Provide examples of how you demonstrate and maintain respect and sensitivity to patients/family/whanau or health care team

Criteria Number	Expectations	Performance Indicator
3	**ADVANCED COMPETENCIES/ PROFESSIONALDEVELOPMENT**	
3A **3B**	Is achieving agreed standards of excellence, and is applying advanced or new skills in the workplace, demonstrated by improvements in: • Practice knowledge and observation • Skills (applied training) • Organisational Knowledge • Customer service(describe customer base) Is able to train other staff. **OR** Has demonstrated commitment to professional development relevant to current work area. Has undertaken advanced education relevant to the area. Has applied this learning to the workplace	• Evidence of performance in two or more of the following - agreed extra tasks - improvements in productivity and accuracy - excellent customer service (evidence: peer or line supervisor) - use of organisational knowledge to improve quality of service provided - application of new skill - able to train /mentor allied health assistants as delegated to do so by Team Leader • Summary of education activities or papers taken over the last 12 months. • Written explanation showing appropriate application of learning in the workplace
4	**LEADERSHIP COMPETENCIES**	
	Shows demonstrable and consistent leadership behaviour through activities such as the following (this is not exhaustive): • Acts as resource to new staff accepting responsibility for orientation • Influences others through mentorship • Is used as a resource person • Advances quality initiatives(identifies problem in work process or service delivery, develops plan for improvements and assists in implementation) • Motivates others • Takes a positive role in team function, can be depended upon to seek resolution of conflict in the group by building on the constructive ideas and comments of others.	• Description of activities over the last 12 months. • Reference (written) from Team Leader, Allied Health Professional, Professional Supervisor, Nursing staff, Allied health practitioner, customer and/or peer confirming description of activities described.
5	**ORGANISATIONAL DEVELOPMENT**	**PERFORMANCE INDICATOR**
5A	Demonstrates commitment to DHB goals by organizing and promoting in the work area any two activities such as: (list is not exhaustive) • Health and Safety	• Written description of activities over last 12 months/evidence of document • Reference (written) from Team Leader, Professional Supervisor,

Criteria Number	Expectations	Performance Indicator
	• Resource Management • Project Participation • Cost Effective Practice • In-service education • Environmental Initiatives/Responsibilities • Infection Control • Technical/IT skills • Team Building Activities	Allied Health Professional, nursing staff, customer and/or peer attesting to activities described.
5B	Takes a proactive role within the team or service which enhances organisational achievement / direction	• Evidence of responsibility for service-wide activities which enhance organisational achievement / direction • Evidence of meeting objectives which reflect service enhancement /direction • Reference from Professional Supervisor or Team Leader
5C	Demonstrates a commitment to co-operation between teams or services where appropriate. Initiates effective planning with another team or service in a way that enhances collaborative working. This might demonstrate good skills in respect of enabling improved relationships between teams or services	• Written description of activities over last 12 months. • Reference (written) from Team Leader, Allied Health Professional, Professional Supervisor, nursing staff, customer and/or peer attesting to activities described.
5D	Performance of other services to DHB or clients not listed in 4 above such as innovative proposals for systems improvements	• Written description • Evidence that proposal has been developed and submitted.

Appendix D– Technical Pay Spine

Step	11-Apr-16	10-Apr-17
25	$105,468	$106,523
24	$102,622	$103,648
23	$99,905	$100,904
22	$97,057	$98,028
21	$94,445	$95,389
20	$91,145	$92,057
19	$87,845	$88,724
18	$84,546	$85,391
17	$81,245	$82,057
16	$77,946	$78,726
15	$74,646	$75,392
14	$71,345	$72,058
13	$68,045	$68,726
12	$64,413	$65,057
11	$61,917	$62,536
10	$58,941	$59,530
9	$56,230	$56,792
8	$54,083	$54,624
7	$50,353	$50,857
6	$48,488	$48,973
5	$44,761	$45,208
4	$41,774	$42,192
3	$38,791	$39,179
2	$35,805	$36,163
1	$32,824	$33,152

Trainee Scale

Step	11-Apr-16	10-Apr-17
5	$44,761	$45,208
4	$41,774	$42,192
3	$38,791	$39,179
2	$35,805	$36,163
1	$32,824	$33,152

Appendix E- Medical Laboratory Scientists and Technicians - Definitions

Definitions of positions used to describe Medical Laboratory Scientists and Technicians within different DHBs.

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 hold a current practising licence issues 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 - Medical Laboratory Scientists & Technicians - Application of Minimum Steps

The following minimum steps apply to the designations below or their equivalent* at the following laboratories:

Group 1

- Head / Charge of Departments Step 15
- Technical Specialists Step 14

Northland DHB (Whangarei), Hutt Valley DHB (Section Head), Tairawhiti DHB, Lakes DHB (Rotorua), Hawke's Bay DHB (Hastings), Taranaki DHB (New Plymouth), West Coast DHB and NZBS.

Group 2

- Head / Charge of Departments Step 18
- Section head / Leader / PTA Step 15
- Technical Specialists / Experts Step 14

Auckland DHB, Counties Manukau DHB (Middlemore), Waitemata DHB (North Shore), Waikato DHB (Waikato), Capital & Coast DHB and Canterbury DHB (Canterbury Health Laboratories)

Canterbury have no heads of department at this time.

Group 3

- Charge / Manager of Laboratory Step 15

Northland DHB (Kaitaia, Bay of Islands, Dargaville), Waitemata DHB (Waitakere), Counties Manukau DHB (Manukau Superclinic), Waikato DHB (Thames, Taumarunui, Te Kuiti, Tokoroa), Lakes DHB (Taupo), Hawkes Bay DHB (Wairoa) Taranaki DHB (Hawera), Canterbury DHB (Ashburton), Whakatane.

- * Head / Charge of Department could also be called Charge Scientist, Technical Head or Team Leader.

Appendix G - Hauora Maori Worker – Assessment Process

Assessment of Clinical and Cultural Competency
for the Purpose of Placement on the
Hauora Maori 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 Maori Workers in terms of their cultural knowledge and expertise. When combined with an assessment of the employee's clinical competence, it allows the relevant DHB manager to determine the appropriate level on which to place the employee.

2. Hauora Maori Workers

These are defined as positions that work almost exclusively with Maori patients/clients and where the employee has been engaged because of their knowledge and expertise in Maori cultural matters.

Job titles within the DHBs are listed below. This should not be viewed as an exclusive list.

Apiha Kaitohu	Cultural Advisor/ Worker	Kai Awhina
Kai Manaaki	Kaiatawhai	Kaiawhina Maori
Kaimahi Toiora Maori	Kaitakawaenga	Kaiwhiriwhiri
Kaumatua	Kuia	Maori Advisor
Maori Community Health	Te Tauawhiri	Kaimahi Hauora
Kaitiaki	Te Pou Kokiri	Whai Manaaki
Whanau Support Worker	Whaea Matua	Kaioranga Hauora Māori
Pukenga Atawhai Kaituitui	Maori Community Support Worker	

3. Placement On & Movement Through Salary Scale Levels

There is a two prong process for determining the placement of Hauora Maori 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 Maori 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. Hauora Maori Workers who have been appointed to Level One of the salary scale apply for merit using the merit process, which is detailed in Appendix C.

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:

a) 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.

b) 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 whanau 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.

c) 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.

d) 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.

e) Discretionary Additions/Alterations to the Process:

The employer may agree to additions/alterations to the process such as the following:

(i) 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.
(ii) A hui process that includes discussions around the employee's years of experience and the level at which the employee should be assessed.
(iii) 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 Maori responsiveness. This should include competencies that are Maori, 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 Maori Workers.

Pukenga Maori Motuhake

Tuakiri – Identity Secure cultural identity, ready access to tangata whenua cultural, social and physical resources.		
Au	**Whanau**	**Whanaunga**
Displays self awareness. Ko wai au? No hea au?	Enables patients/whanau 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 whanau, hapu or iwi.	Promotes, initiates and facilitates the access to resources that emphasise patient/whanau wellbeing.
Identifies a tikanga or whakatauki from their turangawaewae and reflects on the core values.	Provides awhi, tautoko, aroha for patients/whanau.	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/ whanau.	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 whanau and others.
Ukaipo is able to identify food that promotes the growth of the body, the mind, the whanau 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 whanau 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 whanau links, e.g. whakapapa, pepeha, own position with a purpose.	Connects and engages with Tangata whenua whanau.	Identifies or accesses assistance to identify the impact of whakapapa upon a current situation.
Demonstrates in practice an understanding of the diverse nature of whanau and relationships in contemporary Tangata Whenua interactions and how this influences your practice.	Acknowledges whanau, pepeha, whakapapa, pakiwaitara, korero purakau, stories.	Identifies the key role-players with patients/whanau i.e. hoa rangatira (partner/ spouse), tuakana, teina, kuia, kaumatua, tohunga etc.
Demonstrates a critical awareness of how to establish a relationship with patients/whanau.	Ensures whanau are nurtured, well informed, involved and supported.	Understands Tangata Whenua principles of whanau relationships such as Tuakana-Teina and how those relationships influence the dynamics of supporting patients/whanau.

Establishes rapport with patients/whanau to support a situation.	Establishes an awareness of the different role-players and responsibilities within whanau.	Ensures that appropriate forms of information and knowledge are communicated to whanau including a clear breakdown of technical terms.
Understands the importance of whanau participation at all levels of service planning, delivery and evaluation.	Incorporates whanau participation in all (professional) interventions.	Encourages whanau 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/whanau 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 Maori Worker to the kaupapa.	Understands and is able to experience positive benefits for patients/whanau 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 Maori Workers.
Demonstrates within Maori community and/or whanau, hapu and iwi tikanga Maori code of conduct.	Patients/Whanau able to identify clearly that the Hauora Maori Worker works within a tikanga Maori code of practice.	Supports community to understand tikanga Maori code of practice and its value to Hauora Maori 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 processes, whaikorero, karangatanga, waiata, tapu, noa.	Engages in korero tangata whenua (medium intermediate level) and has access to those who are fluent in te reo, i.e. kuia, kaumatua whanau.

Pukenga Maori Motuhake

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/whanau 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/whanau.	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 Maori 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, whanau 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/whanau 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/whanau 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/ whanau perspectives of health determinants.	Promotes further learning and knowledge of health determinants on patients/ whanau wellbeing amongst team and colleagues.
Investigates the key needs of tangata whenua population groups, e.g. tangata whenua mental health needs.	Respects patients/ whanau 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/whanau.	Affirms understanding of taonga by acknowledging what patients/whanau believe is precious/ important.	Analyses and identifies areas where taonga has an impact in varying dimensions, e.g. taha wairua, taha whanau, taha tinana and taha hinengaro.
Applies knowledge of the differing health and socio-economic status of tangata whenua and non-tangata whenua.	Utilises Maori models of practice for the benefit of all on case load and/ or in shared interventions with other health professionals.	Demonstrtes the positive effects of the use of Maori models within one's scope of practice.

Pukenga Maori Motuhake

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/ whanau are listened to.	Is supported as a Hauora Maori Worker working within a rohe with mana whenua endorsement.
Establishes relationships/ rapport with patients/ whanau.	Implements kanohi ki te kanohi.	Acknowledges reciprocity in a relationship.
Applies in practice the importance of tautoko manaakitanga, whanaungatanga and wairuatanga to ensure whanau are comfortable.	Adheres to the kawa/ tikanga of the rohe, wahi, persons' home or environment.	Implements and ensures appropriate Maori processes including: whakawhitiwhiti korero/ whakaaro, powhiri, whakangahau, 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/ whanau.	Supports mahi a raranga, korikori a iwi waiata, katakata, pakiwaitara as alternative ways to communicate/ relate with Maori and support patients/ whanau.	Able to identify the significance of relationships, i.e. whanau a whakapapa and whanau a kaupapa in all cultural, community and clinical interactions and allows whanau 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/ whanau.	Whakamanatia te patients/whanau.	Supports patients/ whanau to self advocate for personal rights in receiving health services.

Pukenga Maori Motuhake

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 whanau, hapu, iwi.
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/ whanau through assisting them to plan and set goals to achieve aspirations.
Demonstrates in practice a respect and sensitivity towards patients/ whanau and others with their own values and beliefs.	Acknowledges forms of tangata whenua cleansing, e.g. tangi, karakia and whakawatea.	Assists patients/ whanau 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 whanau to undertake certain rituals.
Understands the diversity of whanau and their lifestyles and the need to support their understanding or wairua.	Supports patients and whanau in a way that respects and incorporates their spiritual concepts and needs.	Acknowledges mamae, pouritanga within some whanau and processed "in a safe" manner when supporting patient need.

Mahi Hapori / Tangata Whenua

Tautoko Supporting essential life skills and whanau ora		
Au	**Whanau**	**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/ whanau 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 whanau ora – health and wellness – are culturally defined.	Develops and implements supports for patients/ whanau and the community in health promotion that aids in preventing risk of illness.	Promotes the development of whanau, hapu and iwi health promotion resources to enhance the knowledge of patients/ whanau and the wider community.
Assists patients/ whanau 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/ whanau, e.g. social skills, internet use, using public transport.	Assists others to utilise effective strategies to evaluate their practice in supporting patients and whanau achievements in cultural and social goals and modify programmes to meet identified needs.
Encourages patients/ whanau and the community to promote health and decrease the risk of illness to whanau ora.	Actively supports patients/ whanau to lead in cultural based health promotion activities.	Assists others within the service to support patients/ whanau leadership in cultural based health promotion activities.
Whanaungatanga **Networking, accessing resources & being a team player.**		
Recognises and acknowledges the need for effective whanau, hapu, iwi and community agency relationships.	Demonstrates effective and appropriate relationships that support patients/ whanau in accessing essential whanau, hapu, iwi and community resources.	Empowers patients/ whanau in maintaining essential and elective whanau, 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 Maori Worker.
Understands the need for supervision/ mentoring and peer support of practice.	Establishes a supervisor/ mentor.	Develops mentoring relationships with Hauora Maori Worker students and new employees.

Mahi Hapori / Tangata Whenua

Understands the importance of continuing development of Hauora Maori Worker practice, theory and quality improvement in health services.	Demonstrates a commitment to continuing development of Hauora Maori Worker practice, theory and quality improvement in health services.	Promotes and contributes to the continuing development of Hauora Maori 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/ whanau.	Participates in the development and delivery of relevant education and resources to patients/ whanau.	Advocates and assists
Identifies patients/ whanau levels of knowledge and their illness and its importance for them.	Increases patient/ whanau knowledge about their health and develop appropriate strategies to support them in complex situations.	Acts as a resource on strategies to effectively support patients/ whanau 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/ whanau 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/ whanau.	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 Maori 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/ whanau participation in best practice/ quality improvement activities.	Facilitates patient/ whanau participation in best practice/ quality improvement activities.	Proactively advocates to others in team and organisation to support patient/ whanau 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 Maori 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/ whanau health status, including threats to safety.	Mediates with health workers holistic risk assessments safely and sensitively in collaboration with patients/ whanau.	Provides a monitoring function. Assesses and valuates to adapt the health worker plan in response to changing patient/ whanau needs in collaboration with patients/ whanau.
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/ whanau.	Assists colleagues to chart, report and record health worker care accurately when required.
Recognises the importance of patient/ whanau participation and input into risk management and assessment.	Supports patients/ whanau participation in team/ organisation policy/ protocol development.	Assists team to implement patient/ whanau participation in team/ organisation risk management/ assessment policy/ protocol development.

Haumanu

Whakaoranga Recovery principles and educating and counselling tools.		
Au	**Whanau**	**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/ whanau to health care.	Works in partnership with patients/ whanau 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 whanau through supporting whanau 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/ whanau.	Establishes partnership and clear parameters as a working basis for therapeutic relationships.
Identifies dynamics of transference and counter transference in health worker/ patient/ whanau relationships.	Understands dynamics of transference and counter transference in health worker/ patient/ whanau relationships.	Illustrates the ability to recognise, avert and if appropriate stop the development of co-dependent behaviour within professional responsibilities with patients/ whanau.
Acknowledges patient/ whanau initiatives particularly service user organisations.	Practices safely taking paitent/ whanau perspectives and local service user group views into consideration.	Consults with appropriate service user groups when new initiatives are presented that will affect patient/ whanau treatment and care.
Demonstrates respect for patients/ whanau and acknowledges their perspectives and concerns.	Recognises when whanau and patient interests differ and what to do about it.	Reflects on own practice to analyse strengths and weaknesses.
He Hanganga Maori mo te Hauora Retaining the Hauora Maori Worker's perspective.		
Understands own role and the roles of others in the team.	Demonstrates ability to retain the Hauora Maori 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 Maori Worker's perspective and role.
Identifies the importance of Maori models of practice pertaining to health practice.	Incorporates Maori models of practice in health support work.	Demonstrates appropriate application of Maori models of health within own scope of practice. Promotes and develops initiatives to enhance the delivery of culturally safe care.

Haumanu

Recognises and acknowledges the influence of traditional practices on patient/ whanau wellbeing and recovery.	Establishes in partnership with patients/ whanau their access to Maori traditional practices in relations to their cultural need and choice.	Facilitates access to traditional healing resources and treatments for patients/ whanau 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/ whanau understandings of health in relation to their cultural belief system.	Works in partnership with patients/ whanau 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/ whanau.
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/ whanau 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/ whanau initiatives.	Practices safely taking patient/ whanau perspectives into consideration.	Includes patients/ whanau in Hauora Maori Worker decisions including planning and evaluating care.
Identifies own beliefs, values and prejudices and their influence on patients/ whanau from same or from a different culture.	With supervisors identifies personal learning objectives in relation to addressing prejudices of patient/ whanau 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.
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.

Haumanu

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/ whanau understandings of health in relation to their cultural belief system.	Works in partnership with patients/ whanau 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/ whanau.
Identifies necessary medication knowledge, its correct use, side effects and possible benefits.	Supports patient/ whanau in their understanding of medication and promotes opportunity amongst the health team and health service to understand the effects medication has on the patient/ whanau.	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/ whanau 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 Maori Worker professional responsibilities.	Demonstrates the understanding of relevant legislation within one's scope of practice that benefits patient/ whanau understanding.	Advocates on behalf of patients/ whanau the appropriate and where necessary the reduced need for implementation of the specific legislation, e.g. the Mental Health (Compulsory Assessment & Treatment) Act 1999.
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/ whanau and team.	Initiates debriefing procedures with patients/ whanau 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	**Whanau**	**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/ whanau.	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/ whanau.	Identifies any training required within written responsibilities of Hauora Maori 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/ whanau.	Demonstrates effective and timely verbal communication skills with patients/ whanau and colleagues.	Facilitates understanding in organisation of the importance of non-verbal forms of communication as an essential cultural trait of Maori and tangata whenua.
Has an awareness of organisational documentation and auditing requirements.	Meets legal and organisational documentation standards.	Actively participates in organisational documentation audits.

APPENDIX H

Agreement for a Bipartite Relationship Framework

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 DHBNZ.
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 MECA 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 Department of Labour (or its successors) to appoint someone.
In the event that the parties can not reach an agreed solution and unless the parties agree otherwise, after no less that two facilitation meetings, the third party will, after considering relevant evidence and submissions, provide a written but non-binding recommendation to the parties.
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 - Dental Therapy Provisions

Preamble

The parties acknowledge the need to develop the models of DHB 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 DHB 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 MECA 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 I 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.

Dental Therapists – with effect from 11-Apr-16

		Allied Scale 5.2.3	Category One	Category Two	Category Three	Category Four	Category Five
Band/Position	Step	2086 Divisor	1846 Divisor	1768 Divisor	1647 Divisor	1569 Divisor	1608 Divisor
Advanced Clinician/ Advanced Practitioner/ Designated Positions	15	$98,204	$86,905	$83,233	$77,536	$73,864	$75,700
	14	$94,986	$84,058	$80,507	$74,997	$71,445	$73,221
	13	$92,851	$82,168	$78,696	$73,310	$69,838	$71,574
	12	$89,080	$78,831	$75,500	$70,333	$67,002	$68,667
	11	$85,310	$75,494	$72,305	$67,357	$64,166	$65,761
	10	$81,245	$71,898	$68,859	$64,147	$61,109	$62,628
	9	$76,777	$67,944	$65,073	$60,620	$57,748	$59,184
	8	$73,542	$65,081	$62,331	$58,066	$55,316	$56,691
	7	$71,345	$63,137	$60,469	$56,331	$53,662	$54,996
Additional Progression Step	6	$67,360	$59,610	$57,091	$53,184	$50,665	$51,924
Graduate to Experienced Clinicians	5	$64,603	$57,170	$54,755	$51,007	$48,592	$49,799
	4	$58,143	$51,454	$49,279	$45,907	$43,733	$44,820
	3	$55,032	$48,701	$46,643	$43,451	$41,393	$42,422
	2	$51,802	$45,842	$43,905	$40,900	$38,963	$39,932
	1	$47,853	$42,347	$40,558	$37,783	$35,993	$36,888

Dental Therapists – with effect from 10-Apr-17

		Allied Scale 5.2.3	Category One	Category Two	Category Three	Category Four	Category Five
Band/Position	Step	2086 Divisor	1846 Divisor	1768 Divisor	1647 Divisor	1569 Divisor	1608 Divisor
Advanced Clinician/ Advanced Practitioner/ Designated Positions	15	$99,186	$87,774	$84,065	$78,312	$74,603	$76,457
	14	$95,936	$84,899	$81,312	$75,746	$72,159	$73,953
	13	$93,779	$82,990	$79,483	$74,044	$70,537	$72,290
	12	$89,970	$79,619	$76,255	$71,036	$67,672	$69,354
	11	$86,163	$76,249	$73,028	$68,030	$64,808	$66,419
	10	$82,057	$72,617	$69,548	$64,788	$61,720	$63,254
	9	$77,545	$68,624	$65,724	$61,226	$58,326	$59,776
	8	$74,277	$65,732	$62,954	$58,646	$55,869	$57,257
	7	$72,058	$63,768	$61,073	$56,894	$54,199	$55,546
Additional Progression Step	6	$68,033	$60,206	$57,662	$53,716	$51,172	$52,443
Graduate to Experienced Clinicians	5	$65,249	$57,742	$55,302	$51,517	$49,078	$50,297
	4	$58,724	$51,968	$49,772	$46,366	$44,170	$45,268
	3	$55,582	$49,188	$47,109	$43,885	$41,807	$42,846
	2	$52,320	$46,300	$44,344	$41,309	$39,353	$40,331
	1	$48,332	$42,771	$40,964	$38,161	$36,353	$37,257

Appendix J - Alternative Payment System

1 CMDHB

The alternative payment system can apply to the following employee groups:

- Community Mental Health services
- Anaesthetic Technicians services
- Sterile Supply Services

where the employees involved incur regular penal earnings in respect of routinely rostered shifts.

1.1 Alternative Payment System For Weekends And/Or Nights

a) When agreed between South Auckland Health, the PSA and the employees affected, employees whose ordinary hours of work regularly fall outside the hours of Monday to Friday 6.00 am to 8.00 pm shall be paid for such work in terms of clause 1.3(b) below. Such payments shall be in lieu of any payments which would otherwise be payable in terms of the penal time clauses 1.1 and 1.2 of this Schedule.

b) Should a dispute arise over the agreement or otherwise, of the implementation of the alternative payment system, then a 'disputes committee' shall be convened comprising equal numbers of representation from Counties Manukau DHB and the PSA and an agreed chairperson. The role of this committee shall be to reach a mediated decision.

c) After implementation 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 contract may request a review of the system being used. Such a review shall be carried out within two months of the initial request being made with any agreed changes in payments to include arrangements for any required backdating.

d) In terms of the above the parties agree that the following principles shall apply to any alternative payment system introduced during the currency of this document.

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

f) The alternative payment system shall be cost neutral for the service unit into which it is to be introduced, relative to penal rates where regular weekend or night penal hours are worked.

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

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

i) 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.

j) Each such system shall incorporate rules to prescribe:
   (i) How the payment of allowances to individuals shall be determined, and
   (ii) When and how the rate of allowances to individuals shall be charged.

2 WDHB

Alternative Payment System For Weekend And/Or Night Rates

2.1 Conditions Of Agreement

a) When agreed between the employer, the PSA and the majority of employees directly affected, the employees whose ordinary hours of work regularly fall outside the hours of Monday to Friday 6.00 am to 8.00 pm shall be paid for such work in terms of Clause 2.2 of this Appendix.

b) Such payments shall be in lieu of any payments which should otherwise be payable in terms of night and weekend penal rates. Where regular penal time is worked, employees shall continue to be paid the applicable penal rates, until an APS is implemented.

c) Where it is demonstrated and agreed that a Service is unable to accommodate the alternative payment system and where regular penal time is worked, employees shall continue to be paid the applicable penal rates in terms of Clause 2.2.3 of the Core MECA.

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

e) After implementation 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 months of the initial request being made with any agreed changes in payments to include arrangements for any required backdating.

2.2 Principles of alternative payment system

a) In terms of Clause 2.1 of this Appendix, the parties agree that the following principles shall apply to any alternative payment system introduced during the currency of this document.
b) The potential for introducing such a system shall be evaluated on a Unit by Unit basis.
c) The cost of introducing such a system shall be cost neutral, relative to the penal rates provisions to the Service Unit into which it is being introduced.
d) Such a system shall also endeavour to ensure that income levels are relative to the frequency of nights and weekends required to be worked.
e) Wherever it is proposed to introduce such a system, a joint working party comprising equal numbers of Waitemata District Health Board and PSA representatives shall develop and evaluate an appropriate system for the Service Unit concerned.
f) The alternative payment system shall be based on converting weekend 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.

2.3 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 charged.

3 ADHB

Alternative Payment System: Weekends and/or Nights

3.1 When agreed between the ADHB, 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 MECA (night and weekend penal rates).

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 MECA will be used.

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 ADHB and the PSA, with an agreed chairperson. The role of this committee shall be to reach a mediated decision.

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.

3.5 In terms of clauses 3.1-3.4, 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 ADHB 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.

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.

Appendix K Indicative Job Title Table

This MECA has moved away from the traditional listing of all positions in the coverage clause and instead describes professions that are covered by this MECA. The job titles listed below are indicative of the types of positions that are covered by this MECA and have been brought into this schedule from the coverage clauses of the expired regional MECAs that preceded this Agreement.

Technical	Allied	Hauora Maori Practitioners/ Health & Clinical Support Workers	Public Health	Assistants
Anaesthetic Technicians	A&OD Clinicians	Activities Officer	Drinking Water Assessors	Biomedical Technician Assistants
Anaesthetic Technicians Trainees	Audiologists	Bone Density Scanners	Food Act Officers	Dental Assistants
Audiology Technicians	Dental Therapists	Care Co-ordinators	Health Informatics	Dietitian Assistants
Audiometrists	Dietitian	Care Managers	Health Promotion	Diversional Therapists
Biomedical Technicians	Dual Diagnosis Therapist/Clinician	CFMH Support Workers	Health Protection	Health Assistants
BMET	Early Intervention Teachers	Community Health Workers (Maori Designated)	Sampling officers	Health Auxiliaries
Charge ECG Technicians	Family Therapists	Consumer Advisors	Smokefree officers	Hospital Dental Assistants
Clinical Physiologists (formerly known as cardiac/ pulmonary/ respiratory/ sleep technologists/ scientists	Genetic Associates/counsellors	Counsellors	Technical Officers	Hydrotherapy Assistants
Clinical Physiology Technicians (formerly known as cardiac/ respiratory technicians)	Needs Assessors/ Service Co-ordinators (also under Health & Clinical Support Workers)	Creative Therapists		Occupational Therapy Assistants
Dental Technicians	Occupational Therapists	Cultural Advisors		Pharmacy Assistants
ECG Technicians	Optometrists	Diversional Therapists		Physiotherapy Assistants
Electrical Technicians	Orthoptists	Family Advisors		Public Health Assistants
Electronic Technicians	Paediatric Therapists	Home Support Coordinators		Social Work Assistants
Embryologists	Pharmacists (including	Instructors		Therapy Assistants

Technical	Allied	Hauora Maori Practitioners/ Health & Clinical Support Workers	Public Health	Assistants
	interns)			
Food Supervisors	Physiotherapists	Maori Health Workers		
ICU/PICU Techs	Play Specialists	Matua		
Medical Illustrators and Photographers	Podiatrists	Mental Health Professionals		
Medical Laboratory Scientists	Professional Advisors	Needs Assessors/ Service Co-ordinators (also under Allied)		
Medical Laboratory Technician Trainee	Psychologists	Occupation Therapy Instructors		
Medical Laboratory Technicians	Psychotherapists	Recreation & Welfare Officers		
Mobility Technicians	Social Workers	Rehab Support Workers		
Mortuary Technicians	Specialist Assessors - wheelchair and Seating	Rehab Therapists & Assistants		
Neurophysiology Technicians	Speech language therapists	Child Birth Educators		
Ophthalmic Technicians	Visiting Neurodevelopment Therapists	Lactation Consultants		
Orthotic Technicians Productions				
Orthotists				
Pharmacy Technicians and Trainees				
Phlebotomists				
Physiology Technicians and Trainees				
Renal Dialysis Technicians (aka Clinical Physiologists (Dialysis))				
Scientific Officer				
Scientists				
Sonographers and Echo				

Technical	Allied	Hauora Maori Practitioners/ Health & Clinical Support Workers	Public Health	Assistants
Sonographers				
Specimen Services Technicians				
Sterile Supply Technicians/ Assistants/ Coordinators/ Shift Leaders				
Vision & Hearing Technicians/ Testers /Technical Officers (incl. Newborn Hearing Screeners)				
Wheelchair technicians				

Appendix L: Counties Manukau Accrued Education Fund

Counties Manukau PACT ACCRUED EDUCATION FUND 2004-07 AGREEMENT

Staff employed under the PACT Collective Agreement can apply for money from the PACT accrued fund to assist them to attend National or International Conferences, Courses or Seminars that are **directly related to their role and scope of practice**.
Training/education is provided as a means of valuing and empowering staff so that they are supported in acquiring the skills to meet the needs of patients and reflect the service/organisation's objectives and strategic direction. This education fund contains the money that has not been used by PACT staff each financial year for discretionary allocation within the organisation. ***Unused leave hours are not carried forward*.**

CRITERIA FOR APPLICATION

For an application to be considered a written plan **MUST** be submitted covering **ALL** of the following criteria:

A copy of your performance development plan for the year which clearly reflects the intention to participate in this activity

A statement of your learning outcomes, and how the knowledge gained will be shared with colleagues

A statement that a brief report on the education/course/conference etc you are attending will be provided to the relevant Line Manager and Professional Leader at the completion of the education/course/conference etc. **For conference, funding preference will be given to staff who will be presenting (a paper or poster)**

That a teaching session(s) will be held on completion of the training/course/conference etc to relevant CMDHB staff

A statement documenting any previous applications to the PACT Accrued (or other funds) for training/development support**.** Preference will be given to those applicants who have not applied for funds in the previous three years. **This should also include what your individual Training & Education fund balance currently is (your Team Leader will advise you)**

How you propose to spend the money (i.e. airfare, accommodation, course fees, meals). **Written quotes for airfares and accommodation must be requested from Stephanie Pettifor (spettifor@middlemore.co.NZ**). Please be aware that these prices could change from the time of quotation depending on when funding applications are decided, so please ensure Stephanie is aware what date your application is to be heard.

A photocopy of the educational information/course/conference/seminar details (provider/venue/programme/registration fee) etc

A letter of support from your Team Leader and Professional Leader or similar, including a statement that you have been employed by CMDHB for **a minimum of one year.**

PLEASE ENSURE THAT YOU KEEP A COPY OF YOUR APPLICATION

IMPORTANT INFORMATION FOR FUNDING APPLICATIONS

APPROVAL PROCESS

Applications are to be submitted to Mary Murdie, Executive Assistant, Room 229, Support Building MMH.
Applications must be submitted **NO LATER than 5.00 p.m. on the Monday prior to the Committee meeting.**
Applications will be considered **on the 2nd Friday of every month**, (see schedule below) by the selection committee (a minimum of two General Managers or their representatives, a Professional Leader and a PSA representative).
Applicants will be notified in writing of the outcome.
This process will be reviewed at the time of PACT CA renewal.
Preference will be given to applications from those employees who have not applied for funding in the previous three years. This is not however to prevent or deter those who have received funding from applying to the Fund again.

See Southnet for application dates:

PACT ACCRUED FUND - APPLICATION FORM

NAME: ----------

JOB TITLE: ---------- EMPLOYEE NUMBER: ----------

DATE OF APPLICATION: ----------

DATE OF COMMENCEMENT WITH CMDHB: ----------

$ AMOUNT APPLIED FOR: $ and what it will cover (please attach quote for airfare/accommodation if applicable): ----------

Attached
A written letter of application to include:

A summary of how you will share the knowledge gained with your colleagues ☐

The expected learning outcomes to be met by attendance ☐

How you will provide a brief report on the course, conference, etc you are attending at the completion of the course, conference, etc. **For *conference attendance*, funding preference will be given to staff who will be presenting (paper or poster).** ☐

Any access to previous accrued funds over the past three years, including purpose for use of the funds ☐

Please attach a copy of the following documentation*:*

A copy of your individual goals/development plan for the year which clearly reflect the intention to attend the activity ☐

A photocopy of the conference/course/seminar details (provider, venue, program, registration fee) ☐

A written letter of support from your Charge Nurse, Team Leader and Professional Leader or similar,
including a statement that you have been employed by CMDHB for a period of one year ☐

CRITERIA FOR APPLICATION

You will have been employed by CMDHB for a minimum of one year.
You are covered under the PACT CA (clinical and non-clinical staff).

Appendix M: Variations

1.0 Waitemata DHB – 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 MECA .

1.1 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 MECA.

1.2 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.

2.0 Auckland DHB - Medical Physicist Scale

Medical Physicist means an employee who provides part/all of the medical physics services concerned with cancer therapy, medical imaging and radiation protection.

Medical Physics Registrar means an employee who is employed by the DHB on a fixed term contract to undertake a postgraduate training programme under the ACPSEM** training scheme. Employment ceases on leaving or completing the training programme.

		11/04/2016	10/04/2017
Medical Physicist	26	130,660	131,967
	25	127,495	128,770
	24	124,330	125,573
	23	121,166	122,377
	22	118,002	119,182
	21	114,838	115,986
	20	111,674	112,790
	19	108,510	109,595
	18	105,346	106,399
	17	102,181	103,202
	16	99,422	100,417
	15	96,791	97,759
	14	94,032	94,972
	13*	91,500	92,415
	12*	88,304	89,188
	11*	85,107	85,958
	10*	81,910	82,729
	9*	78,712	79,500
	8*	75,517	76,272
	7*	72,318	73,041
	6*	69,121	69,813

Medical Physics	5	65,923	66,582
Registrar/Trainee	4*	62,405	63,029
	3*	59,987	60,587
	2*	57,102	57,673
	1*	54,477	55,022

* Auto inc to step above

** Australasian College of Physical Scientists & Engineers in Medicine

Appointment to scale

Steps 1 – 5 Medical Physics Registrars / Trainees

Step 1 BSc
Step 3 MSc (Medical Physics)
Step 4 PhD (in Medical Physics)
Relevant clinical experience may add up to one step to the starting salary.

Steps 6 – 14

Medical physicists with ACPSEM accreditation or equivalent appointed to Steps 6 – 14 based on the number of years of relevant experience following a training period equivalent to that required by the ACPSEM training programme. Overseas trained medical physicists without accreditation may be appointed to this level however the conditions listed in the progression criteria will apply.

Steps 15 – 19

Medical Physicists with a minimum of 9 years experience following a training period equivalent to that required by the ACPSEM training programme, and demonstrated experience at a high level of skill and/or responsibility. Overseas trained medical physicists without accreditation may be appointed to this level however the conditions listed in the progression criteria will apply.

Steps 20 – 26

Principal Physicist and Medical Physicists with extensive experience and demonstrated competence at a high level who are appointed to positions of significant responsibility.

Progression

Steps 1 – 5 automatic annual progression subject to satisfactory performance

Step 5 – 6 Only on offer of a Medical Physicist position. ACPSEM accreditation in the relevant specialty area is required

Steps 6 – 14 automatic annual progression subject to satisfactory performance

Steps 14 – 26 with the exceptions stated below, determined on the basis of

Job content, complexity and level of responsibility
Employee performance and skills
Ease or difficulty in recruitment and retention

1. Significant responsibilities and skills are required to progress beyond Step 19, eg section leader, Principal Physicist.
2. Staff who are appointed after implementation of this scale at Steps 15 - 19 will not be eligible for salary review until ACPSEM accreditation or equivalent requirements are met.
3. Existing staff who do not hold ACPSEM accreditation or equivalent and who are at or below Step 14 at the time of implementation of this scale, will not be considered for progress beyond Step 14 until ACPSEM accreditation or equivalent is gained. This also applies to staff appointed after implementation of the scale who do not have ACPSEM accreditation or equivalent at the time of appointment.

3.0 Auckland DHB - Pharmacy Variation

Additional standard clauses in nominated newly appointed pharmacists' and pharmacy intern 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: There is a requirement for nominated registered pharmacists to be available for the On Call roster. Eight pharmacists participate in this roster to cover all call backs, phone contact and transport. In place of individual rates being paid for the above, overtime and each call out, an agreed amount is paid per annum pro rata. Currently this is an extra allowance of $5,250.00 per annum. This will be increased to $6,500 from 1/11/07 and to $7,500 per annum from 1/7/08. Prior to participation in this roster, full familiarisation with the department must be completed, orientation to on call signed off and the Pharmacy Manager or delegated Principal Pharmacist must authorise the appointment to the On Call roster.

Technicians – April 2008

Additional standard clause in all newly appointed technician's letters must state:

Under the terms of the Pharmacy Variation within the PACT CEA, there is a technician roster for **Saturday morning** work, 0800 to 1200. 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 the Principal Technician..

3.1. Level 6 Support Building Pharmacy Clauses

3.1.1 Level 6 Pharmacists and Pharmacy Interns

Additional standard clauses in newly appointed pharmacists' and pharmacy intern letters must state:

> Under the terms of the Pharmacy Variation within the APT CEA, there is a nominated pharmacists and pharmacy interns roster for Saturday morning work 0800-1200 and a roster for late lock up in the dispensary from 1630 Monday-Friday. This variation allows for this overtime to be entered as 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 the delegated Principal Pharmacist. Inclusion in the Saturday and/or late roster must be authorized by the delegated Principal Pharmacist.

3.1.2 Level 6 On Call Pharmacists

There is a requirement for nominated registered pharmacists to be available for the Level 6 On Call roster. Eight pharmacists participate in this roster to cover all call backs, phone contact and transport. In place of individual rates being paid for the above, overtime and each call out, $7,500 is paid per annum pro rata. Prior to participation in this roster, full familiarisaton with the department must be completed, orientation to on call signed off and the delegated Principal Pharmacist must authorize the appointment to the On Call roster.

Level 6 Pharmacy Technicians
Additional standard clause in all newly appointed pharmacy technicians' letters must state:

> Under the terms of the Pharmacy Variation within the APT CEA, there is a nominated pharmacy technician roster for Saturday morning work 0800-1200 and a late roster from 1630 Monday-Friday. This variation allows for this overtime to be entered as 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 the Principal Technician or delegated Principal Pharmacist. Inclusion in the Saturday and/or late roster must be authorized by the delegated Principal Pharmacist.

3.2. Pharmacy Aseptic Production Unit (PAPU) Clauses
3.2.1 PAPU Pharmacists
Additional standard clauses in newly appointed PAPU pharmacists' letters must state:

> Under the terms of the Pharmacy Variation within the APT CEA, there is a nominated pharmacists' roster for Saturday work 0730-1230, a late roster from 1630 Monday-Friday and an after hours roster for planned compounding (that is separate to the on call roster) and opening/locking of Building 9.
> This variation allows for this overtime to be entered as 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 the PAPU Manager and delegated Principal Pharmacist. Inclusion in the Saturday roster, late roster or after hours' roster must be authorized by the delegated Principal Pharmacist.

3.2.2 On Call PAPU Pharmacists
There is a requirement for nominated registered pharmacists to be available for the PAPU Pharmacist On Call roster. Five pharmacists participate in the PAPU on call roster to cover all call backs, phone contact and transport. In place of individual rates being paid for the above and each call out, $7,500 is paid per annum pro rata. Prior to participation in this roster, full familiarisaton with the PAPU on call service must be completed, orientation to on call signed off and the delegated Principal Pharmacist must authorize the appointment to the On Call roster.

3.2.3 PAPU Pharmacy Technicians
Additional standard clauses in all newly appointed PAPU pharmacy technicians' letters must state:

> Under the terms of the Pharmacy Variation within the APT CEA, there is a nominated pharmacy technician roster for Saturday work 0730-1230 or 1200-1700, a late roster from 1630 Monday-Friday and an after hours roster for planned compounding that is separate to the on call roster. This variation allows for this overtime to be entered as T1.5 hours paid or CRED on your timesheets 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 the PAPU Manager and delegated Principal Pharmacist. Inclusion in the Saturday roster, late roster or after hours' roster must be authorized by the delegated Principal Pharmacist.

3.2.4 On Call PAPU Pharmacy Technicians
There is a requirement for nominated pharmacy technicians to be available for the PAPU Pharmacy Technician On Call roster. Ten pharmacy technicians participate in the PAPU on call roster to cover all call backs, phone contact and transport. In place of individual rates being paid for the above and each call out, $3,500 is paid per annum pro rata. Prior to participation in this roster, full familiarisaton with the technician's role in the PAPU on call service must be completed,

orientation to on call signed off and the delegated Principal Pharmacist must authorize the appointment to the PAPU On Call roster.

3.2.5 PAPU Pharmacy Assistants
Additional standard clause in all newly appointed PAPU Pharmacy assistants' letters must state:

> Under the terms of the Pharmacy Variation within the APT CEA, there is a nominated pharmacy assistant roster for Saturday work 0730-1230 or 1200-1700, a late roster from 1630 Monday-Friday and an after hours roster for planned compounding. This variation allows for this overtime to be entered as T1.5 hours paid or CRED on your timesheets 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 the PAPU Manager and delegated Principal Pharmacist. Inclusion in the Saturday roster, late roster or after hours' roster must be authorized by the delegated Principal Pharmacist.

4.0 Waitemata DHB 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

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 DHB's preferred position that sufficient technicians will be employed to provide a roster of cover 24 hours,7 days a week across the DHB.

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.

3. HOURS OF WORK
3.1. 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:

a) 0700 hours until the end of the employee's normal rostered 12 hour shift (1900hrs) will be paid as per the current MECA provisions for week days and Public Holidays.

b) 1900 hours to 0700 hours will be paid at the current MECA provisions (Monday to Thursday nights).

3.2. 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).

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.

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 DHB will pay the cost of accommodation directly to the motel.

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.

5.0 Waitemata DHB Anaesthetic Technicians Emergency Response On Site Cover Variation

Variation of the Auckland Region District Health Boards/PSA Allied, Public Health & Technical MECA – Emergency Response On Site Cover, North Shore Hospital.

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.

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.

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

Hours of work

Participating employees may be rostered on Emergency Cover response from 2000 – 0800 Monday to Saturday, and 1600 – 0800 Saturday to Monday morning.

All hours rostered will be paid at double time (T2).

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.

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 MECA rates, which may change from time to time, shall be paid per occasion worked on the emergency response roster.

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 WDHB 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.

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.

6.0 Waitemata DHB Anaesthetic Technicians 12 Hours Rosters Variation

This agreement, pursuant to the DHBs 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 Health Board while the employees are working the 12 Hour Roster.

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.

12 Hour Shift variations in this workplace were effective from 1 July 2013.

Additional Provisions for Employees working Alternative Rosters
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.

a) 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.

b) 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.

c) Every employee shall have at least 2 consecutive 24 hour periods off duty each week.
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.

d) 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.

e) 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.

f) 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.

g) Overtime payments shall apply as outlined in clause 2.2.2(g)

h) 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.

i) 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.

Appendix N – Retiring Gratuities

1. Recognition of service for each DHB appears in 2) below

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

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

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

d) See schedule for conditions on payments.

e) 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.

f) 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.

g) 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.

h) Notice requirements for retirement are specified in employer policies.

Scale Of Maximum Gratuities	
Period of Total Service	**Maximum Gratuity Pay Entitlement during These Consecutive Days**
Not less than 10 years and less than 11 years	31 Days
Not less than 11 years and less than 12 years	35 Days
Not less than 12 years and less than 13 years	39 Days
Not less than 13 years and less than 14 years	43 Days
Not less than 14 years and less than 15 years	47 Days
Not less than 15 years and less than 16 years	51 Days
Not less than 16 years and less than 17 years	55 Days
Not less than 17 years and less than 18 years	59 Days
Not less than 18 years and less than 19 years	63 Days
Not less than 19 years and less than 20 years	67 Days
Not less than 20 years and less than 21 years	71 Days
Not less than 21 years and less than 22 years	75 Days
Not less than 22 years and less than 23 years	79 Days

Not less than 23 years and less than 24 years	83 Days
Not less than 24 years and less than 25 years	87 Days
Not less than 25 years and less than 26 years	92 Days
Not less than 26 years and less than 27 years	98 Days
Not less than 27 years and less than 28 years	104 Days
Not less than 28 years and less than 29 years	110 Days
Not less than 29 years and less than 30 years	116 Days
Not less than 30 years and less than 31 years	123 Days
Not less than 31 years and less than 32 years	129 Days
Not less than 32 years and less than 33 years	135 Days
Not less than 33 years and less than 34 years	141 Days
Not less than 34 years and less than 35 years	147 Days
Not less than 35 years and less than 36 years	153 Days
Not less than 36 years and less than 37 years	159 Days
Not less than 37 years and less than 38 years	165 Days
Not less than 38 years and less than 39 years	171 Days
Not less than 39 years and less than 40 years	177 Days
Not less than 40 years	183 Days

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

2. Retiring Gratuities Recognition of Service

a) ADHB

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

b) WDHB

i. For all employees engaged before 01 July 1992 -The employer shall pay a retiring gratuity to staff retiring from the DHB who have had not less than 10 years' service with the employing DHB, with that DHB and one or more other DHBs 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.

ii. 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.

iii. 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.

c) CMDHB:

The Employer may pay a retiring gratuity to staff retiring from Counties Manukau District Health Board who have had not less than 10 years' service with Counties Manukau District Health Board 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;

i. service with the employer (including any individual employees' service previously recognised at the commencement date of this contract)
ii. Service with any DHB, Crown Health Enterprise, Regional Health Authority, or Public Health Commission.

3. Conditions For Payment

a) ADHB

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.

b) WDHB

i. The employer shall, in exceptional circumstances, consider approving the payment of half or all of the normal entitlement to those employees who leave the DHB 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.

ii. Waitemata District Health Board agree to explore the accessing of retiring Gratuity days prior to the date of actual retirement on a case by case basis

c) CMDHB

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.

Appendix O

Healthy Workplaces Agreement

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

[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.

-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 behavior 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 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.

Appendix P – National DHBs / PSA APHT Engagement Forum

TERMS OF REFERENCE

PURPOSE
The purpose of the National PSA-DHB APHT Engagement Forum is to support engagement between the parties on national issues of significance for the health professions covered by these documents (Auckland & Rest of New Zealand MECAs), including innovation, professional development, and changing work practices/service delivery models and appropriate salary scales

STRUCTURE
The Forum is comprised of six PSA and six DHB nominees. Each party will determine its own representation, however it is expected that the DHBs will be represented by COO/Service Manager, GMsHR 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 three to 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-matters 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 CEOs. If accepted, these may result in formal advice to the sector, a formal offer to vary the MECA (s) 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.