DISTRICT HEALTH BOARDS / PSA

ALLIED, PUBLIC HEALTH, SCIENTIFIC & TECHNICAL

MULTI EMPLOYER COLLECTIVE AGREEMENT

Bay of Plenty District Health Board

Canterbury District Health Board

Capital and Coast District Health Board

Hawke's Bay District Health Board

Hutt Valley District Health Board

Lakes District Health Board

MidCentral District Health Board

Nelson Marlborough District Health Board

Northland District Health Board

South Canterbury District Health Board

Southern District Health Board

Tairawhiti District Health Board

Taranaki District Health Board

Waikato District Health Board

Wairarapa District Health Board

West Coast District Health Board

Whanganui District Health Board

Expires 30 June 2023

TE TIRITI O WAITANGI

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

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

(c) The parties' obligations include:

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

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

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

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

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

(d) The DHBs and PSA members acknowledge their respective responsibilities and commitments to the clauses above

1 AGREEMENT FORMALITIES

1.1 Parties

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

Between:

Bay of Plenty District Health Board

Canterbury District Health Board

Capital and Coast District Health Board

Hawke's Bay District Health Board

Hutt Valley District Health Board

Lakes District Health Board

MidCentral District Health Board

Nelson Marlborough District Health Board

Northland District Health Board

South Canterbury District Health Board

Southern District Health Board

Tairawhiti District Health Board

Taranaki District Health Board

Waikato District Health Board

Wairarapa District Health Board

West Coast District Health Board

Whanganui District Health Board

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

and

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

Where a new DHB is established in the place of two or more DHBs who are parties to this Agreement during the term of this Agreement, any clause or term of this Agreement that refers to specific terms and conditions that apply to any of those DHBs will transfer to the DHB created in that DHB's place and will recognise the former DHB boundaries that existed prior to the new DHB being established which will become location specific terms and conditions.

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 & Vision Hearing Testers/ Technicians)

A range of technical or scientific positions that either:

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

b) Provide direct patient care; or

c) Provide public health services.

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

1.2.3 Health Assistant

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

1.2.4 Allied Health

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

rehabilitation/habilitation, promotion of health and wellbeing, education, research and health services management.

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

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

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

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

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

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

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

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

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

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

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

1.2.5 Alcohol & Other Drug Clinicians

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

1.2.6 Hauora Māori Workers, Health & Clinical Support Workers:

A range of positions that work in mental, physical and public health services. These positions may have some, or a combination, of the following elements:

a) A strong cultural element

b) Co-ordination

c) Clinical Support

d) Assessment

e) Advisory

f) Educating

g) Counselling

h) Facilitating

1.2.7 Allied Health/ Public Health/ Technical Management Positions

Management positions will only be covered by this MECA if they meet the specific criteria outlined in Clause 5.2.7(c).

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 of this MECA.

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

1.3 Existing Employees on IEAs

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

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

1.4 New Employees

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

1.4.2 New employees who are not members of the PSA shall be offered an individual employment agreement, which is based on the terms and conditions of this 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 *Appendix H*

1.6 Definitions

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

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

Ordinary or normal hours mean 80 hours per fortnight.

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. As of the 1 November 2007 service will transfer between DHBs. As of the 1 November 2007, service shall not be deemed to be broken by an absence of less than three months. However, where the employee remains actively engaged on related work to their profession or study whilst absent, the period of three months shall extend to twelve months. This period of absence does not count as service for the purpose of attaining a service-related entitlement.

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

T1 means the ordinary hourly rate of pay.

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

T 2 means double the ordinary hourly rate of pay.

1.7 Categories of Employment

Casual employee means an employee who has no set hours or days of work and who is normally asked to work as and when required. Casual agreements shall not be used to deny staff security of employment. The employer reserves the right however, to employ casual employees where necessary to meet the demands of service delivery.

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

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

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

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

2 HOURS OF WORK

2.1 Hours of Work

2.1.1 Statement of Intent

The employer recognises the need for 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. DHBs and the PSA recognise that a degree of stress is a part of the modern workplace. The employer makes a commitment to working with staff to develop policies and practices that attempt to minimise the negative impact stress has on workers' lives and that workloads are reasonable.

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, or

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

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

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

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

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

f) There are a range of hours are worked across the DHBs that are defined as full-time.

There is no intention, as a result of these negotiations, to change the existing 'full time' hours of work in each DHB unless otherwise agreed.

2.1.4 Rosters

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

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

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

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

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

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

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

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

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

2.1.5 Hours of Work Requirements

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

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

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

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

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

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

2.1.6 Variation of Hours of Work Requirements

a) Emergencies

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

b) Occasional variations

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

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

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

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

2.1.7 Minimum Breaks

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

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

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

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

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

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

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

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

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

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

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

2.1.8 Meal Breaks and Rest Periods

g) 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.

h) 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).

i) 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.

j) 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.

k) During the meal break or rest breaks prescribed above, free tea, coffee, milk, and sugar shall be supplied by the employer. Where it is impractical to supply tea, coffee, milk, and sugar free of charge, an allowance of $1.66 per week in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay.

2.1.9 Changing Time

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

2.1.10 Flexible Work

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

- IF NOT, WHY NOT - All roles are treated as flexible unless there is a genuine business reason for a role not to be. Flexibility is equally available to women, men and gender-diverse employees, irrespective of the reason for wanting it. Working flexibly will not undermine career progression or pay.
- WORKS FOR THE ROLE - Every role should be suitable for some form of flexibility but not every type of flexibility will work for every role. Genuine business reasons may mean that some types of flexibility cannot be implemented for some roles.
- WORKS FOR AGENCIES AND TEAMS - Flexible working should not be viewed as something which is just agreed between an employee and manager. This means that the impact of flexible arrangements should be considered on teams, and the agency as a whole.

- REQUIRES GIVE AND TAKE - Flexibility requires give and take between the employee, manager and team. It also places collective obligations on employees, managers, and teams to be open and adaptable so that it works for everyone.
- MUTUALLY BENEFICIAL - Flexible working needs to work for the agency, teams, and employees. Consideration should be given to how flexible work arrangements can maintain or enhance service delivery and the performance of the agencies, teams and employees. It should not result in increased workloads for employees working flexibly, or for other team members who are not.
- ACTIVELY CHAMPIONED BY LEADERS - Leader's support, champion and role model flexible working for their teams and themselves.

2.2 Overtime and Penal Time

2.2.1 Eligibility restricted for 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 rate (T2).

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

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

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

i. Ten-hour shifts: T1.5 after 10 hours for the 11th hour, then T2 for all hours worked thereafter.

ii. Twelve-hour shifts: T2 for all hours worked in excess of a rostered 12-hour shift.

iii. For those fulltime employees working 12-hour shifts, overtime shall apply after 120 hours averaged over 3 weeks at the rate specified in clause 2.2.2 c).

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

2.2.3 Penal Rates

a) Weekend rate - applies to ordinary time (other than overtime) worked after midnight Friday/Saturday until midnight Sunday/Monday shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay (as defined in clause 1.6)

b) Public Holiday rate – applies to those hours which are worked on the public holiday. This shall be paid at time one (T1) in addition to the ordinary hourly rate of pay (as defined in clause 1.6). (See clauses 7.4 to 7.8 for further clarification.)

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

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

3 CALL BACKS

3.1 Call-back occurs when the employee:

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

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

Call-back is to be paid at the appropriate overtime rate (clauses 2.2.2 c) and d)) for a minimum of three hours, or for actual working and travelling time, whichever is the greater, except that call-backs commencing and finishing within the minimum period covered by an earlier call-back shall not be paid for. Where a call-back commences before and continues beyond the end of a minimum period for a previous call-back, payment shall be made as if the employee had worked continuously from the beginning of the previous call-back to the end of the later call-back.

3.2 Transport

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

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

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

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

4 ALLOWANCES

4.1 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 $8.00 per hour except on Public Holidays when the rate shall be $10.00 per hour.

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.

4.1.7 Telephone On Call arrangements

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

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

4.2 Meal Allowance

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

4.3 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 Duly Authorised Officer (DAO) Allowance

An employee required by the employer to perform the role of a Duly Authorised Officer (DAO) in terms of the Mental Health (Compulsory Assessment and Treatment) Act 1992 shall be paid an allowance as set out below for the duration that the duties are required to be performed. The rates below shall have effect from 3 September 2018.

<table>
<tr><th>DHB</th><th>Value (per annum, pro rata)</th></tr>
<tr><td>Group One and Two</td><td></td></tr>
<tr><td>Hawke's Bay</td><td rowspan="12">$2,500</td></tr>
<tr><td>Hutt Valley</td></tr>
<tr><td>MidCentral</td></tr>
<tr><td>Nelson Marlborough</td></tr>
<tr><td>Taranaki</td></tr>
<tr><td>Wairarapa</td></tr>
<tr><td>Bay of Plenty</td></tr>
<tr><td>Lakes</td></tr>
<tr><td>Northland</td></tr>
<tr><td>Tairawhiti</td></tr>
<tr><td>Waikato</td></tr>
<tr><td>Whanganui</td></tr>
<tr><td></td><td></td></tr>
<tr><td>Group Three</td><td></td></tr>
<tr><td>Canterbury</td><td rowspan="6">Appendix I continues to apply.</td></tr>
<tr><td>Capital & Coast</td></tr>
<tr><td>Otago</td></tr>
<tr><td>South Canterbury</td></tr>
<tr><td>Southland</td></tr>
<tr><td>West Coast</td></tr>
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4.5 Authorised Officer (AO) Allowance

From 2 May 2022, an employee required by the employer to perform the role of Authorised Officer (AO) under the Substance Addiction (Compulsory Assessment and Treatment) Act 2017 shall be paid an allowance of $2,500 p.a. for the duration of that the duties are required to be performed. The allowance shall be pro-rated.

5 REMUNERATION

5.1 Application of All Salary Scales

5.1.1 Full Time Salary Rates

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

5.1.2 Designated Positions

a) 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 clause 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

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

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

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

5.1.4 Additional Progression Step

a) The Degree-based Allied, Public Health, Health & Clinical Support Workers & Technical, Medical Laboratory Scientists, and Level 3 Hauora Māori salary scales have an additional progression step. 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 dependent 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.

Process

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

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

e) 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.

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

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

   ii. Progression will not be denied where the employer has failed to engage in the objective setting process and/ or the assessment of whether or not the objectives have been achieved.

g) 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 Progression, Hauora Māori Worker and Health & Clinical Support Workers, and Assistants Merit Progression

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 Progression, Hauora Māori Worker and Health & Clinical Support Workers Progression and Assistants Merit Criteria.

5.1.6 Management of Expectations – CASP and Merit Progression

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 Degree-based Allied, Public Health & Technical Pay Scale

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

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

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

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

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

5.2.4 The scale replaces the following scales in the previous MECA (that expired 31 October 2020)

Previous MECA	Positions Covered
5.2	**Allied & Public Health** - Audiologists, Counsellors (with a relevant three-year degree), Dietitians, Dental/Oral Health 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.
5.3	Alcohol & Other Drug Clinicians
5.4.3	Level 3 Health & Clinical Support Workers
5.6	Management
5.8.1 (a) and (b)	Anaesthetic Technicians*, Biomedical, Neurophysiology,

	Physiology, Renal Dialysis/Clinical Physiologists (Dialysis)/Haemodialysis, ICU and PICU Technicians
5.8.3 (a) and (b)	Clinical Engineers (BMETS) and Hyperbaric Technicians (Qualified)
5.8.4 (a) and (b)	Clinical Physiologists (Other than Clinical Physiologists (Dialysis))
5.8.6 (a) and (b)	Dental Technicians and Clinical Dental Technicians (3 year Degree Qualified)
5.8.14	Orthotists (3-year Degree Qualified)
5.8.17	Scientific Officers

Translation to the scale below will be based on the employee's salary at date of settlement.

Band/ Position	Step	4-Aug-20	1-Nov-21	7-Mar-22	
Advanced Clinician / Advanced Practitioner / Designated Positions	17	$113,282	$116,082	$118,982	M
	16	$109,570	$112,370	$115,270	M
	15	$107,107	$109,907	$112,807	M
	14	$102,757	$105,557	$108,457	M
	13	$98,408	$101,208	$104,108	M
	12	$93,720	$96,520	$99,420	M
	11	$88,566	$91,366	$94,266	M
	10	$84,834	$87,634	$90,534	M
	9	$82,299	$85,099	$87,999	M
Additional Progression Step	8	$80,292	$83,092	$85,992	APS
Graduate to Experienced Clinicians	7	$77,330	$80,130	$83,030	A
	6	$75,078	$77,878	$80,778	A
	5	$72,005	$74,805	$77,705	A
	4	$67,337	$70,137	$73,037	A
	3	$62,671	$65,471	$68,371	A
	2	$58,002	$60,802	$63,702	A
	1	$53,335	$56,135	$59,035	A

A = Annual Progression; APS = Additional Progression Step; M = Merit (CASP or Technical Merit)

5.2.5 Commencing Salaries

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

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

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

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

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

5.2.6 Progression - Graduate to Experienced Clinicians

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

e) Progression from step 7 to 8 is as per the Additional Progression Step process outlined in Clause 5.1.4.

f) Notwithstanding the above,

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

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

5.2.7 Progression – Advanced Clinician/Advanced Practitioner/Designated Positions

a) The Advanced Clinician/Advanced Practitioner scale range (steps 9 and above) denotes 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.

b) 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 or through the Technical Merit Process detailed in Appendix B.

c) Notwithstanding the above, an employee in a Management role as defined below, and who is appointed to step 10 of the scale, shall progress to step 11 after one year's service in their role. Thereafter 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. Step 10 shall be the minimum salary step for an employee appointed to a Management role as defined below.

A Management role is defined as one where the individual:

i. reports to service managers or equivalent and below.

ii. who comes from an allied health, public health or technical profession; and

iii. who manages 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

iv. who doesn't solely manage employees covered by other collective agreements.

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

5.2.8 Minimum steps for certain advanced practice roles

a) Recognition of Advanced Cardiac Physiology qualifications.

i. From 2 May 2022 a Clinical Physiologist who holds the following qualification/certification will be paid a minimum of step 9.

- Cardiac Electrophysiology Institute of Australasia (CEPIA) Graduate Diploma of Cardiac Electrophysiology
- International Board of Heart Rhythm Examiners (IBHRE) certification:

- Cardiac Device Specialist (CCDS) or
- Electrophysiology Specialist (CEPS)

- North American Society of Pacing and Electrophysiology (NASPE) certification
- Merit progression for steps above this minimum continues.

b) From 2 May 2022 an Anaesthetic Technician who has a Medical Sciences Council-endorsed expanded practice specification on their APC and is required by the employer to perform such expanded practice activities as part of their regular duties shall be paid a minimum of step 9 on the salary scale.

5.2.9 Maximum Steps

a) Unless otherwise provided for in the DHB's applicable Career Framework, and subject to 5.1.6 (Management of Expectations), the maximum steps accessible through the applicable merit process shall apply for the following groups:

Position	Maximum Salary Step
Alcohol & Other Drug Clinicians	12
Health & Community Support Worker (Level 3)	11
Anaesthetic Technicians*, Biomedical, Neurophysiology, Physiology, Renal Dialysis/Clinical Physiologists (Dialysis)/Haemodialysis, ICU and PICU Technicians	15
Clinical Engineers (BMETS) and Hyperbaric Technicians (Qualified); Dental Technicians and Clinical Dental Technicians (3-year Degree Qualified)	13
Orthotists (3-year Degree Qualified)	10

b) Scientific Officers shall have access through the Merit process to the following further merit steps. Subject to the DHB's applicable Career Framework, and to 5.1.6 (Management of Expectations), these steps may be accessed through the Technical Merit Progression process detailed in Appendix B by those Scientific Officers who are on step 17 of the Degree-based Allied, Public Health & Technical Pay Scale.

	Step	4-Aug-20	1-Nov-21	7-Mar-22	
Further Merit Steps for Scientific Officers only	20	$121,660	$124,460	$127,360	M
	19	$118,378	$121,178	$124,078	M
	18	$115,244	$118,044	$120,944	M

5.3 Level 2 Health & Community Workers Scales

5.3.1 This scale is available for Health & Clinical Support Workers employed in mental, physical and public health services who do not hold a degree (or higher) level qualification but have a relevant advanced certificate/diploma qualifications at National Qualification Framework Level 5 or higher

5.3.2 Roles may include Community Health Workers, Community Support Workers, Māori and Pacific Island Community Support Workers, Nutritionists, Alcohol & Other Drug Workers and

Health Promotion Worker. Positions paid under this scale may have some, or a combination, of the following elements:

a) A strong cultural element

b) Co-ordination

c) Clinical Support

d) Assessment

e) Advisory

f) Educating

g) Counselling

h) Facilitating

5.3.3 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:

a) The employee's job description

b) The detail of the employee's job including factors such as the scope, complexity, equivalence with other positions

c) The employee's qualifications

d) The relevance of the employee's qualifications to the employee's position

e) 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

Step	4-Nov-19	1-Nov-21	7-Mar-22	
7	$74,022	$76,822	$79,722	M
6	$70,576	$73,376	$76,276	M
5	$67,126	$69,926	$72,826	A
4	$63,678	$66,478	$69,378	A
3	$60,229	$63,029	$65,929	A
2	$56,454	$59,254	$62,154	A
1	$53,214	$56,014	$58,914	A

A = Annual Progression; M = Merit Progression (CASP

5.3.4 Progression

Progression from step 1 to step 5 shall be by automatic annual increment. Progression above step 5 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 Level 1 Health & Community Workers & Allied, Public Health & Dental Assistants Scale

5.4.1 Access to this scale is for:

a) Health & Community Workers with certificate/diploma qualifications at National Qualifications Framework Level 4 or lower. This scale also applies to those staff who have no formal qualifications. Roles may include Rehabilitation Support Workers, Māori Health Workers, Māori Mental Health Workers, Community Health Workers, Community Support Workers, Alcohol & Other Drug Workers and Health Promotion Workers.

b) Employees providing assistance to allied health, public health, technical/scientific professionals or dentists where the work comes within the coverage clause of this agreement.

5.4.2 The scale replaces the following scales in the previous MECA (that expired 31 October 2020):

Previous MECA Scale	Positions Covered
5.4.5	Level 1 Health & Clinical Support Workers
5.7.1	Allied Health, Public Health & Dental Assistants
5.7.2	Pharmacy Assistant

Step	4-Nov-19		Step	1-Nov-21	7-Mar-22	
7	$56,454	->	5	$59,254	$62,154	A
6	$54,810	->	4	$57,610	$60,510	A
5	$53,214	->	3	$56,014	$58,914	A
4	$49,904	->	2	$52,704	$55,604	A
3	$46,120	->	1	$48,920	$51,820	A
2	$42,569	->				
1	$39,908	->				

A = Annual Progression

5.4.3 Translation

a) Those Health & Community Workers (Level 1) & Allied, Public Health & Dental Assistants who were paid on step 1 ($39,908) or step 2 ($42,569) at 1 November 2021 shall translate to step 1 ($48,920). This translation shall reset their anniversary date for future salary progression purposes, and they shall be required to complete a further 12 months' service on this step before being eligible to progress in accordance with the progression provisions below).

b) Pharmacy Assistants who had been on the previous step 4 ($49,904) of their scale for 12 months or more at 1 November 2021 shall translate to the new step 3 ($56,014) at that date. Other affected employees shall progress to the new step 3 twelve months after they moved to the previous step 4.

c) Those Health & Clinical Support Workers (Level 1) & Allied, Public Health & Dental Assistants who had been on the previous merit step 6 ($54,810) for 12 months or more at 1 November 2021 shall translate to the new step 5 ($59,254) at that date. Other affected employees shall progress to the new step 5 twelve months after they moved to the previous merit step 6.

5.4.4 Progression

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

5.5 Non-Degree Technical Scales

5.5.1 Access to this scale is for the range of Technician and Related positions under coverage of this Collective Agreement that do not require a minimum relevant three-year University degree or equivalent.

5.5.2 The scale replaces the following scales in the previous MECA (that expired 31 October 2020):

Previous MECA Scale	Positions Covered
5.8.1 (c)	**Trainee** Anaesthetic Technicians, Biomedical, Neurophysiology, Physiology, Renal Dialysis/Clinical Physiologists (Dialysis)/Haemodialysis, ICU and PICU Technicians
5.8.2	Audiometrists
5.8.5 (a) and (b)	Clinical Physiology Technicians
5.8.7 (a) and (b)	Electrocardiograph (ECG) Technicians
5.8.8	Food Supervisors
5.8.10 (b)	Medical Laboratory Technicians
5.8.11	Trainee/Assistant Medical Laboratory Technicians, Phlebotomists and Specimen Services Technicians
5.8.12 (a) and (b)	Medical Photographers and Illustrators
5.8.15	Orthotists/Productionist (without Degree)
5.8.16 (a), (b) and (c)	Pharmacy Technicians and Trainee Pharmacy Technicians
5.8.19 (a) and (b)	Sterile Supply Technicians
5.8.21 (a) and (b)	Vision Hearing Technical Officer (Hutt Valley DHB only)
5.8.22	Vision Hearing Testers/Technicians and Newborn Hearing Screeners

Translation to the scale below will be based on the employee's salary at date of settlement.

Step	4-Nov-19		Step	1-Nov-21	7-Mar-22
12	$75,842	->	10	$78,642	$81,542
11	$71,793	->	9	$74,593	$77,493
10	$69,012	->	8	$71,812	$74,712
9	$65,695	->	7	$68,495	$71,395
8	$62,673	->	6	$65,473	$68,373
7	$60,281	->	5	$63,081	$65,981
6	$56,123	->	4	$58,923	$61,823
5	$54,044	->	3	$56,844	$59,744
4	$49,890	->	2	$52,690	$55,590
3	$46,560	->	1	$49,360	$52,260
2	$43,236	->			
1	$39,908	->			

Unless otherwise provided for in the DHB's applicable Career Framework, and subject to 5.1.6 (Management of Expectations) where appropriate, the maximum steps accessible through

annual progression of the applicable merit process for each occupation shall be as set out in the following provisions.

5.5.3 Translation

Those employees covered by the Non-Degree Technical scale who were paid on step 1 ($39,908) or step 2 ($43,236) at 1 November 2021 shall translate to step 1 ($49,360). This translation shall reset their anniversary date for future salary progression purposes and they shall be required to complete a further 12 months' service on this step before being eligible to progress in accordance with the progression provisions below).

5.5.4 Trainee Anaesthetic Technicians, Biomedical, Neurophysiology, Physiology, Renal Dialysis/Clinical Physiologists (Dialysis)/Haemodialysis, ICU and PICU Technicians

a) The applicable steps in the Non-Degree Technical scale for Trainee Anaesthetic Technicians, Biomedical, Neurophysiology, Physiology, Renal Dialysis/Clinical Physiologists (Dialysis)/Haemodialysis, ICU and PICU Technicians are steps 1 to 2 inclusive.

b) Progression through this range shall be by way of automatic annual increment.

c) Upon qualification the trainee shall be appointed to the 1st step of the qualified scale from the date on which they gain their APC.

5.5.5 Audiometrists

a) The applicable steps in the Non-Degree Technical scale for Audiometrists are steps 1 to 5 inclusive.

b) Progression through this range shall be by way of automatic annual increment.

5.5.6 Clinical Physiology Technicians

a) The applicable steps in the Non-Degree Technical scale for Clinical Physiologist Technicians are steps 1 to 5 inclusive.

b) Progression through the scale from step 1 to step 4 shall be by way of automatic annual increment.

c) An employee who has completed the requirements for CPM qualification and certification criteria shall be paid at Step 2.

d) Progression from step 4 to step 5 shall be through operation of the Technical Merit Progression process detailed in Appendix B.

Designated Positions

e) The applicable steps in the Non-Degree Technical scale for Clinical Physiologist Technicians appointed to a Designated Position are steps 4 to 7 inclusive.

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

g) Progression from step 6 to step 7 shall be through operation of the Technical Merit Progression process detailed in Appendix B.

5.5.7 Electrocardiograph (ECG) Technicians

a) The applicable steps in the Non-Degree Technical scale for Electrocardiograph (ECG) Technicians are steps 1 to 2 inclusive.

b) Progression through this range shall be by way of automatic annual increment.

Designated Positions

c) The applicable steps in the Non-Degree Technical scale for Electrocardiograph (ECG) Technicians appointed to a Designated Position are steps 2 to 4

d) Progression through this range shall be by way of automatic annual increment.

5.5.8 Food Supervisors

a) The applicable steps in the Non-Degree Technical scale for Food Supervisors are steps 1 to 5 inclusive.

b) Progression through the scale from step 1 to step 4 shall be by way of automatic annual increment. Food Supervisors who, at 1 November 2021, were on step 4 of their previous scale ($54,044) for 12 months or more shall move to the new step 4 ($58,923) from that date.

c) Progression to step 5 shall be through operation of the Technical Merit Progression process detailed in Appendix B.

5.5.9 Medical Laboratory Technicians and Qualified Specimen Services Technicians

a) The applicable steps in the Non-Degree Technical scale for Medical Laboratory Technicians, Plebotomists and Qualified Specimen Services Technicians are steps 2 to 5 inclusive.

b) Progression through the scale from step 2 to step 4 shall be by way of automatic annual increment. Medical Laboratory Technicians, Plebotomists and Qualified Specimen Services Technicians who, at 1 November 2021, were on step 3 of their previous scale ($54,044) for 12 months or more shall move to the new step 4 ($58,923) from that date.

c) Progression to step 5 shall be through operation of the Technical Merit Progression process detailed in Appendix B.

5.5.10 Trainee/Assistant -Medical Laboratory Technicians, Phlebotomists and Specimen Services Technicians

a) The applicable steps in the Non-Degree Technical scale for Trainee/Assistant -Medical Laboratory Technicians, Phlebotomists and Specimen Services Technicians are steps 1 to 2 inclusive.

b) Progression through this range shall be by way of automatic annual increment.

c) Upon obtaining registration as a Medical Laboratory Technician or qualification as a Qualified Specimen Services Technician, an assistant/trainee will move to step 2. If already paid on step 2, they shall be able to progress to step 3 on their next anniversary of service for salary progression purposes.

5.5.11 Medical Photographers and Illustrators

a) The applicable steps in the Non-Degree Technical scale for Medical Photographers and Illustrators are steps 2 to 6 inclusive.

b) Progression through the scale from step 2 to step 5 shall be by way of automatic annual increment.

c) Progression from step 5 to step 6 shall be through operation of the Technical Merit Progression process detailed in Appendix B.

Designated Positions

d) The applicable steps in the Non-Degree Technical scale for Medical Photographers and Illustrators appointed to a Designated Position are steps 6 to 10 inclusive.

e) There shall be no automatic progression for designated positions. Progression through this range shall be by way of the Technical Merit Progression process detailed in Appendix B.

5.5.12 Orthotists/Productionist (without Degree)

a) The applicable steps in the Non-Degree Technical scale for Orthotists/Productionists (without Degree) are steps 2 to 9 inclusive.

b) Progression through the scale from step 2 to step 7 shall be by way of automatic annual increment.

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

5.5.13 Pharmacy Technicians and Trainee Pharmacy Technicians

Trainee Pharmacy Technicians

a) The applicable steps in the Non-Degree Technical scale for Trainee Pharmacy Technicians are steps 1 to 2 inclusive.

b) Progression shall be by way of automatic annual increment.

c) Upon qualification the trainee shall move to step 2. If already paid on step 2, they shall be able to progress to step 3 on their next anniversary of service for salary progression purposes.

Qualified Pharmacy Technicians

d) The applicable steps in the Non-Degree Technical scale for Qualified Pharmacy Technicians are steps 2 to 5 inclusive.

e) Progression through the scale from step 2 to step 4 shall be by way of automatic annual increment.

f) Progression from step 4 to step 5 shall be through operation of the Technical Merit Progression process detailed in Appendix B.

g) Except that that Pharmacy Technicians who hold the NQF Level 5 or 6 National or New Zealand Certificates in Pharmacy (Pharmacy Technician) (or an alternate title) shall be able to progress to step 5 by way of automatic annual increment.

Designated Positions

h) The applicable steps in the Non-Degree Technical scale for Qualified Pharmacy Technicians appointed to a Designated Position are steps 5 to 8 inclusive.

i) There shall be no automatic progression for designated positions. Progression through this range shall be by way of the Technical Merit Progression process detailed in Appendix B.

5.5.14 Sterile Supply Technicians

a) From 1 November 2021, Sterile Supply Technicians will translate onto the Non-Degree Technical scale on the following basis:

Designated positions:

Step	4-Nov-19		Step	1-Nov-21
11	$67,126	->	8	$71,812
10	$63,452	->	7	$68,495
9	$60,887	->	6	$65,473
8	$57,700	->	5	$63,081
7	$56,154	->	4	$58,923
6	$54,661	->		

Sterile Supply Technicians

Step	4-Nov-19		Step	1-Nov-21
7	$56,154	->	4	$58,923
6	$54,661	->		
5	$53,214	->	3	$56,844
4	$49,904	->	2	$52,960
3	$46,120	->	1	$49,360
2	$42,569	->		
1	$39,908	->		

b) The applicable steps in the Non-Degree Technical scale for Sterile Supply/Sciences Technicians are steps 1 to 4 inclusive.

c) Progression through the scale from step 1 to step 4 shall be by way of automatic annual increment.

Designated Positions

d) The minimum step for a Designated Sterile Supply/Sciences Position is step 4.

e) 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.

5.5.15 Vision Hearing Technical Officer (Hutt Valley DHB only)

a) The applicable steps in the Non-Degree Technical scale for Vision Hearing Technical Officers employed at Hutt Valley DHB only are steps 2 to 8 inclusive.

b) Progression through the scale from step 2 to step 5 shall be by way of automatic annual increment.

c) Progression from step 5 to step 6 and from step 6 to step 7 shall be on satisfactory performance.

d) Progression from step 7 to step 8 shall be through operation of the Technical Merit Progression process detailed in Appendix B.

Designated Positions

e) The applicable step in the Non-Degree Technical scale for Vision Hearing Technical Officers employed at Hutt Valley DHB only appointed to a Designated Position is step 8.

5.5.16 Vision Hearing Testers/Technicians and Newborn Hearing Screeners

a) The applicable steps in the Non-Degree Technical scale for Vision Hearing Testers/Technicians and Newborn Hearing Screeners are steps 1 to 6 inclusive.

b) Progression through the scale from step 1 to step 4 shall be by way of automatic annual increment.

c) Progression to step 5 and to step 6 shall be through operation of the Technical Merit Progression process detailed in Appendix B.

5.6 Medical Laboratory Scientists

5.6.1 Medical Laboratory Scientists

Band/ Position	Step	4-Aug-20	1-Nov-21	7-Mar-22	
Advanced Clinician / Advanced Practitioner / Designated Positions	15	$106,289	$109,089	$111,989	M
	14	$102,576	$105,376	$108,276	M
	13	$98,861	$101,661	$104,561	M
	12	$95,148	$97,948	$100,848	M
	11	$91,434	$94,234	$97,134	M
	10	$87,721	$90,521	$93,421	M
	9	$84,008	$86,808	$89,708	M
Additional Progression Step	8	$80,292	$83,092	$85,992	APS
Graduate to Experienced Clinicians	7	$75,842	$78,642	$81,542	A
	6	$71,793	$74,593	$77,493	A
	5	$69,012	$71,812	$74,712	A
	4	$65,695	$68,495	$71,395	A
	3	$62,673	$65,473	$68,373	A
	2	$60,281	$63,081	$65,981	A
	1	$56,123	$58,923	$61,823	A
Intern		$50,637	$53,437	$56,337	

Progression

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

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

c) Progression from step 7 to 8 is as per the Additional Progression Step process outlined in Clause 5.1.4.

d) Progression to Step 9 shall be through operation of the Technical Merit Progression process detailed in Appendix B. Unless otherwise provided for in the DHB's applicable Career Framework, and subject to 5.1.6 (Management of Expectations) the maximum step for a Medical Laboratory Scientist in a staff (i.e. non-Designated) position shall be step 9.

e) 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.

f) The Minimum Step for a Designated Medical Laboratory Sciences Position is step 8.

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

    i. Group 1 – Northland DHB (Whangarei), Tairawhiti DHB, Lakes DHB (Rotorua), Hawke's Bay DHB (Hastings), Taranaki DHB (New Plymouth) and West Coast DHB:

        - Head / Charge of Departments Step 10

- Technical Specialist Step 9

ii. Group 2 – Waikato DHB (Waikato) and Canterbury DHB (Canterbury Health Laboratories):

- Head / Charge of Departments Step 13
- Section Head / Leader / PTA Step 10
- Technical Specialists / Experts Step 9

Note: Canterbury have no heads of department at this time.

iii. Group 3 – Northland DHB (Kaitaia, Bay of Islands, Dargaville), Waikato DHB (Thames, Taumarunui, Te Kuiti, Tokoroa), Lakes DHB (Taupo), Hawkes Bay DHB (Wairoa) Taranaki DHB (Hawera), Canterbury DHB (Ashburton), Bay of Plenty DHB (Whakatane)

- Charge / Manager of Laboratory Step 10

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

5.6.2 Medical Laboratory Technicians Supervisors

Step	4-Nov-19	1-Nov-21	7-Mar-22	
3	$64,102	$66,902	$69,802	M
2	$61,854	$64,654	$67,554	M
1	$59,883	$62,683	$65,583	M

a) Progression

Progression through the scale shall be dependent on merit, job content and value to the organization.

5.6.3 Mortuary Technicians

a) Supervising Medical Laboratory Technician (Mortuary)

Step	4-Nov-19	1-Nov-21	7-Mar-22	
3	$73,579	$76,379	$79,279	M
2	$70,233	$73,033	$75,933	M
1	$66,961	$69,761	$72,661	M

i. This scale applies to all Medical Laboratory Technicians (Mortuary) who are responsible for the management of a mortuary and includes those who supervise staff and those who work in a sole charge position.

ii. The level 2 and 3 references in this scale and the Medical Laboratory Technician (Mortuary) scale relate to the definitions agreed with the Ministry of Justice relating to Mortuary Services and were current on 1 June 2015.

iii. Appointment and Progression

Step 1 applies to Level 2 Mortuary

Step 2 and 3 apply to a Level 3 Mortuary. Progression from step 2 to step 3 shall be by automatic annual increment.

b) Mortuary Technician

Step	4-Nov-19	1-Nov-21	7-Mar-22
8	$67,402	$70,202	$73,102
7	$65,009	$67,809	$70,709
6	$62,569	$65,369	$68,269
5	$60,131	$62,931	$65,831
4	$57,672	$60,472	$63,372
3	$54,258	$57,058	$59,958
2	$51,342	$54,142	$57,042
1	$48,617	$51,417	$54,317

i. 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 – suspected 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

5.7 Psychologists

Step	4-Nov-19			Step	1-Mar-20	1 Jun-21	1-Mar-22	1-Jun-22	
				16	$135,000	$135,000	$136,200	$136,200	M
18	$127,122	M	-->	15	$130,000	$130,000	$131,200	$131,200	M
17	$124,312	M	-->	14	$124,312	$124,312	$125,512	$125,512	M
16	$121,504	M	-->	13	$121,504	$121,504	$122,704	$122,704	M
15	$118,693	M	-->						
14	$115,491	M	-->	12	$115,491	$115,491	$116,691	$116,691	M
13	$112,433	M	-->						
12	$110,519	M	-->	11	$110,519	$110,519	$111,719	$111,719	M
11	$106,858	M	-->						
10	$104,495	M	-->						
				10	$106,858	$106,858	$108,058	$108,058	A
9	$100,251	A	-->	9	$104,495	$104,495	$105,695	$105,695	A
			-->	8	$100,251	$100,251	$101,451	$101,451	A
8	$96,008	A	-->	7	$96,008	$97,208	$97,208	$98,408	A
7	$91,434	A	-->	6	$91,434	$92,634	$92,634	$93,834	A
6	$86,406	A	-->	5	$86,406	$87,606	$87,606	$88,806	A
5	$82,765	A	-->	4	$82,765	$83,965	$83,965	$85,165	A
4	$80,292	A	-->	3	$80,292	$81,492	$81,492	$82,692	A
3	$77,308	A	-->	2	$77,308	$78,508	$78,508	$79,708	A
2	$75,078	A	-->	1	$75,078	$76,278	$76,278	$77,478	A
1	$71,625	A	-->						

A = Annual Progression; M = Merit Progression (CASP)

5.7.1 Translation

a) A psychologist on step 1 ($71,625) will move to the new step 1 ($75,078) on 1 March 2020. This translation shall reset their anniversary date for future salary progression purposes, and they shall be required to complete a further 12 months' service on this step before being eligible to progress in accordance with the progression provisions below).

b) A psychologist who, at 1 March 2020, had been on step 9 ($100,251) for 12 months or more will move to new step 9 ($104,495). This translation shall reset their anniversary date for future salary progression purposes, and they shall be required to complete a further 12 months' service on this step before being eligible to progress in accordance with the progression provisions below).

c) A psychologist who, at 1 March 2020, had been on step 9 ($100,251) for less than 12 months will move to new step 8 ($100,251) and will move to step 9 ($104,495) once they have been on the old step 9/new step 8 for 12 months.

5.7.2 Progression

d) Progression through the scale from step1 to step 10 shall be by way of automatic annual increment.

e) There shall be no automatic progression beyond step 10. Progression to a higher step shall be through operation of the Career and Salary Progression process detailed in Appendix A.

f) Progression to step 11 and beyond 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.

5.7.3 Psychologists-Interns

Steps	4-Nov-19	1-Jun-21	1-Jun-22	
2	$61,670	$62,870	$64,070	A
1	$57,919	$59,119	$60,319	A

A = Annual Progression

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

5.8 Hauora Māori Workers

5.8.1 Access to the Hauora Māori scales is for positions that work almost exclusively with Māori patients/clients and where the employee has been engaged because of their knowledge and expertise in Māori cultural matters. Job titles within the DHBs are listed below. This should not be viewed as an exclusive list.

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

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

5.8.3 Level 3

a) To qualify for placement on Level 3, 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 Māori Worker – Assessment Process).

Step	4-Aug-20	1-Nov-21	7-Mar-22	
11	$88,566	$91,366	$94,266	M
10	$84,834	$87,634	$90,534	M
9	$82,299	$85,099	$87,999	M
8	$80,292	$83,092	$85,992	APS
7	$77,330	$80,130	$83,030	A
6	$75,078	$77,878	$80,778	A
5	$72,005	$74,805	$77,705	A

4	$67,337	$70,137	$73,037	A
3	$62,671	$65,471	$68,371	A
2	$58,002	$60,802	$63,702	A
1	$53,335	$56,135	$59,035	A

A = Annual Progression; APS = Additional Progression Step; M = Merit (CASP)

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

c) Progression from step 7 to 8 is as per the Additional Progression Step process outlined in Clause 5.1.4.

d) Progression above step 8 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.

5.8.4 Level 2

a) To qualify for placement on Level 2, the employee must have a relevant advanced certificate/diploma qualifications at National Qualification Framework Level 5 or higher, or cultural qualifications established through the processes set out in Appendix G (Hauora Māori Worker – Assessment Process).

Step	4-Nov-19	30-Aug-21	1-Aug-22	
7	$74,022	$75,222	$76,422	M
6	$70,576	$71,776	$72,976	M
5	$67,126	$68,326	$69,526	A
4	$63,678	$64,878	$66,078	A
3	$60,229	$61,429	$62,629	A
2	$56,454	$57,654	$58,854	A
1	$53,214	$54,414	$55,614	A

A = Annual Progression; M = Merit Progression (CASP)

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

c) Progression above step 5 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.

5.8.5 Level 1

a) To qualify for placement on Level 1, the employee must have a certificate/diploma qualifications at National Qualifications Framework Level 4 or lower, or cultural qualifications established through the processes set out in Appendix G (Hauora Māori Worker – Assessment Process).

Step	4-Nov-19		Step	1-Nov-21	7-Mar-22	
7	$56,454	->	5	$59,254	$62,154	A
6	$54,810	->	4	$57,610	$60,510	A
5	$53,214	->	3	$56,014	$58,914	A
4	$49,904	->	2	$52,704	$55,604	A

3	$46,120	->	1	$48,920	$51,820	A
2	$42,569	->				
1	$39,908	->				

A = Annual Progression.

b) Translation

Those Hauora Māori Workers (Level 1) who were paid on step 1 ($39,908) or step 2 ($42,569) at 1 November 2021 shall translate to the new step 1 ($48,920). This translation shall reset their anniversary date for future salary progression purposes and they shall be required to complete a further 12 months' service on this step before being eligible to progress in accordance with the progression provisions below).

c) Those Hauora Māori Workers (Level 1) who had been on the previous merit step 6 ($54,810) for 12 months or more at [date of settlement] shall translate to the new step 5 ($59,254) at that date. Other affected employees shall progress to the new step 5 twelve months after they moved to the previous merit step 6.

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

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

5.10.2 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 ANNUAL LEAVE

6.1 Employees shall be entitled to 4 weeks annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause, except that on

completion of five years recognised service the employee shall be entitled to 5 weeks annual leave. For the purposes of this clause, “service” shall be as defined in clause 1.6.

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

6.3 Shift Employees

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

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

6.4 Employees who do not work shift work as defined in clause 6.3 and who are required to participate on on-call rosters, shall be granted 2 hours leave for each weekend day or part there-of where the on-call period is 8 or more hours, they are required to be on-call during normal off duty hours, up to a maximum of 3 days additional leave per annum. Such leave shall be paid at annual leave averages and is accumulative. Employees who work qualifying shifts under sub-clause 6.3 are not entitled to leave under this subclause.

6.5 Conditions

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

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

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

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

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

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

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

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

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

7 PUBLIC HOLIDAYS

7.1 The following days shall be observed as public holidays:

New Year's Day

2 January

Waitangi Day

Good Friday

Easter Monday

ANZAC Day

Sovereign's Birthday

Matariki

Labour Day

Christmas Day

Boxing Day

Anniversary Day (as observed in the locality concerned)

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

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

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

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

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

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

7.4 When employees work on a public holiday which would otherwise be a working day for the employee, they will be paid the rate as set out in cl.2.2.3(b) (time one (T1) in addition to the

ordinary rate of pay) for each hour worked and they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.

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

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

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

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

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

7.9.1 Fulltime employees

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

7.9.2 Part-time employees

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

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

7.10 Public holidays falling during leave:

7.10.1 Leave on pay

When a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not debited against such leave.

7.10.2 Leave without pay

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

7.10.3 Leave on reduced pay

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

8 BEREAVEMENT/ TANGIHANGA LEAVE

8.1 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a Tupapaku/deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent) or hura kōhatu / unveiling. The length of time off shall be at the discretion of the employer and should not be unreasonably withheld and will be exercised in accordance with the Holidays Act 2003.

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

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

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

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

9 SICK & DOMESTIC LEAVE

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

- 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 In accordance with the Holidays Act 2003 (as amended) 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 employee shall be paid for minimum statutory sick leave entitlement as prescribed in the Holidays Act 2003. Additional contractual or discretionary sick leave that is taken or approved shall be paid at the normal rates of pay (T1 rate only).

A medical certificate may be required to support the employee's claim.

9.2 Transportability of Sick Leave

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 Additional Discretionary Leave

9.3.1 In the event an employee has no entitlement left, are entitled to apply for up to ten 10 days' discretionary leave per annum. The employer recognises that discretionary sick and domestic leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted. The first five (5) days of discretionary leave shall be approved on the same basis as leave under clause 9.

9.3.2 In considering the grant of leave under this clause the employer shall take into account the following:

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

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

9.3.4 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 employee's entitlement at the time of cessation of employment may be deducted from the employee's final pay.

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

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

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

9.6 The employee can accumulate their entitlement up to a maximum of 260 days. Any unused portion of the first five days entitlement, up to a maximum of 15 days, can be carried over

from year to year and will be paid at relevant daily pay, in accordance with the Holidays Act 2003.

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

9.8 Domestic Leave as described in this clause is leave used when the employee must attend a dependent of the employee. This person would, in most cases, be the employee's child, partner or other dependent family member.

9.8.1 It does not include absences during or in connection with the birth of an employee's child. Annual leave or parental leave should cover such a situation.

9.8.2 At the employer's discretion, an employee may be granted leave without pay, where the employee requires additional time away from work to look after a seriously ill member of the employee's family.

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

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

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

9.9.2 in cases where the period of sickness extends beyond the approved period of annual or long service leave, approval will also be given to debiting the portion, which occurred within the annual leave or long service leave period, against sick leave entitlement, provided the conditions in 9.9 and 9.9.1 above apply.

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

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

9.11 Where an employee has a consistent pattern of short-term Sick Leave, or where those absences are more than 10 working days/shifts or more in a year, then the employee's situation may be reviewed in line with the 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 ACC and Sick Leave

9.12.1 Work-related Accidents

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

9.12.2 Work related assaults

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

9.12.3 Non-Work-related Accidents

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

9A FAMILY VIOLENCE LEAVE

9A.1 The employer is committed to supporting staff that experience family violence, and staff seeking to address their issues with violence as and when occurrence of the violence is raised with the employer.

9A.2 Employees affected by family violence have rights under the Employment Relations Act 2000, Holidays Act 2003 (relating to Family Violence Leave (ss72A-72)) and the Human Rights Act 1993.

9A.3 In addition, any staff member experiencing family violence should talk to their manager or Human Resources Department regarding the support available under the DHBs Family Violence (or equivalent) policy.

10 PARENTAL LEAVE

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

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

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

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

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

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

10.3 Length of Parental Leave

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

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

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

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

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

10.4 In cases of adoption of children of less than five years of age, parental leave shall be granted in terms of 10.2 and 10.3 above, providing the intention to adopt is notified to the employer immediately following advice from Child, Youth and Family to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an approved adoption placement shall be provided to the employer's satisfaction.

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

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

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

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

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

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

10.9 Job protection –

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

a) at the equivalent salary, grading;

b) at the equivalent weekly hours of duty;

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

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

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

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

10.10 Ability to Hold Position Open

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

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

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

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

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

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

d) where extended parental leave in terms of 10.10.2 (a) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause31.4 of this Agreement.

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

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

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

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

10.15 Paid Parental Leave – 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 from the commencement of the parental leave and shall be calculated at the base rate (pro rata if applicable) applicable to the employee for the six weeks immediately prior to commencement of parental leave.

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.

10.16 Reappointment After Absence Due To Childcare

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

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

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

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

10.16.5 This application for reappointment must be accompanied by:

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

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

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

10.16.7 Where:

a) The applicant meets the criteria for eligibility; and

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

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

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

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

11 JURY SERVICE/WITNESS LEAVE

11.1 Employees called on for jury service are required to serve. Where the need is urgent, the Employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.

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

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

11.4 Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the employee is not

required by the Court, the employee is to report back to work where this is reasonable and practicable.

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

12 LEAVE TO ATTEND MEETINGS

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

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

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

13 LONG SERVICE LEAVE

13.1 An employee shall be entitled to long service leave of one week upon completion of a five year period of recognised service as defined in Clause 1.6. Such entitlement may be accrued. However, any service period for which a period of long service leave has already been taken or paid out shall not count towards this entitlement.

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

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

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

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

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

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

14 LEAVE WITHOUT PAY

Fulltime or part-time employees are able to take leave without pay, providing that such leave is mutually agreed between the employer and the employee and is in accordance with the employer's policy on leave without pay.

15 HEALTH & SAFETY

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

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

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

16 ACCIDENTS – TRANSPORT OF INJURED EMPLOYEES

16.1 Transport of injured employees – Where the accident is work-related and the injury sustained by the employee necessitates immediate removal to a hospital, or to a medical practitioner for medical attention and then to their residence or a hospital, or to their residence (medical attention away from the residence not being required), the 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 UNIFORMS, PROTECTIVE CLOTHING & EQUIPMENT

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

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

17.3 Damage to personal clothing – An employee shall be reasonably compensated for damage to personal clothing worn on duty or reimbursed dry cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling did not occur as a result of the

employee's negligence, or failure to wear the protective clothing provided. Each case shall be determined on its merits by the employer.

18 REFUND OF ANNUAL PRACTISING CERTIFICATE AND CERTIFICATE OF COMPETENCY FEES

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

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

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

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

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

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

19 INITIAL REGISTRATION COSTS

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

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

a) The employee is employed by 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, 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.

20 PROFESSIONAL ASSOCIATION FEES

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

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

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

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

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

Addiction Practitioners' Association Aotearoa New Zealand	$86.50
Aotearoa New Zealand Association of Social Workers	$259
Australasian Sleep Technologists Association	$100
Australasian Society of Diagnostic Genomics	$25
Australasian Society of Genetic Counsellors	$55
Australia and New Zealand Society of Respiratory Science	$143
British & Irish Orthoptic Society	$277
Dietitians New Zealand	$427
Hospital Play Specialists' Association of Aotearoa/ New Zealand Inc	$70
Human Genetic Society of Australasia	$149
New Zealand Anaesthetic Technicians' Society	$100
New Zealand Association of Child & Adolescent Psychotherapists	$250
New Zealand Association of Counsellors	$340
New Zealand Association of Hand Therapists Inc.	$105
New Zealand Association of Psychotherapists	$320
New Zealand Audiological Society	$500
New Zealand College of Clinical Psychologists	$350
New Zealand Oral Health Association (NZOHA)	$250
New Zealand Hospital Pharmacists' Association	$130
New Zealand Institute of Dental Technologists	$177.50
New Zealand Institute of Environmental Health	$140
New Zealand Institute of Healthcare Engineering	$100
New Zealand Institute of Medical Laboratory Scientists	$174.50
New Zealand Psychological Society	$403
New Zealand Society of Neurophysiological Technologists Inc	$16
New Zealand Speech-Language Therapists' Association	$350
New Zealand Sterile Sciences Association	$50
Occupational Therapy New Zealand	$414
Orthoptic Association of Australia	$158
Pharmaceutical Society of New Zealand Inc	$433
Physiotherapy New Zealand	$500
Podiatry NZ	$500
Public Health Association of New Zealand	$175
Society of Cardiopulmonary Technology NZ Inc.	$50
Vision Hearing Technicians Society	$19
Visiting Neurodevelopment Therapy Association	$30

20.4 Some collective agreements or 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.

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

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

21 PROFESSIONAL DEVELOPMENT, EDUCATION & TRAINING LEAVE

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.

The objective of this clause is to ensure that the investment in training and development is commensurate with other groups similar to allied, public health and technical groups employed by 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.

21.1 Performance Appraisal and Professional Development Plans

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

a) Link to the employee's current position.

b) Align with the employee's career goals.

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

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

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

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

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

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

Review Process

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

21.2 Training Plans

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

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

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

21.3 Reporting Timeframes and Process

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

21.4 Existing Entitlements, Consolidated Funds and Scholarships

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

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

21.6 Learning Representatives

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 29 in relation to the recognition and support of delegates will apply to these positions.

22 POLICIES AND PROCEDURES

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

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

23 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.

24 TRAVELLING EXPENSES AND INCIDENTALS

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

24.2 Where mutually agreed, employees who use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time.

Any change to this rate shall be effective from the first pay period following the date of promulgation by the IRD.

24.3 Relocation Expenses

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

25 INDEMNITY INSURANCE

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

- Negligent act, or
- Error, or
- Omission

Whilst acting in the course of employment.

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

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

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

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

26 EMPLOYEE ACCESS TO PERSONAL INFORMATION

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

27 PAY & EMPLOYMENT EQUITY

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

28 SUPERANNUATION

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

29 WORKING BETTER TOGETHER

29.1 Deduction of PSA Subscriptions

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

29.2 Union Meetings

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

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

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

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

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

29.3 Delegates/Union Workplace Representatives

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

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

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

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

29.4 Leave to Attend Employment Relations' Education Leave

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

29.4.2 EREL: the number of days education leave granted is based on the formula of 35 days for the first 281 employees (employees covered by this document who have authorised the PSA to act on their behalf) and a further 5 days for every 100 full time equivalent (defined as an

employee who works 30 hours or more per week) eligible employees or part of the number which exceeds 280.

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

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

29.5 Right of Entry

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

30 RESERVED

31 CONSULTATION, CO-OPERATION AND MANAGEMENT OF CHANGE

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

31.1 Statement of Intent

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

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

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

31.2 Management of Change

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

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

a) improved decision making.

b) greater cooperation between employer and employees; and

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

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

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

31.2.5 Prior to the commencement of any significant change to staffing, structure or work practices, the employers will identify and give reasonable notice to employees who may

31.2.6 be affected and to the PSA to allow them to participate in the consultative process so as to allow substantive input.

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

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

31.3 Participation

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

Partnership is underpinned by the principles contained in Appendix H.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31.4 Staff Surplus

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

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

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

a) the location/s of proposed surplus

b) the total number of proposed surplus employees

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

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

e) availability of alternative positions in the DHB.

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

31.4.4 Options

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

a) Reconfirmed in position

b) Attrition

c) Redeployment

d) Retraining

e) Severance

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

31.4.5 Reconfirmed in position

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

31.4.6 Attrition

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

31.4.7 Redeployment

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

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

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

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

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

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

31.4.8 Retraining

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

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

31.4.9 Severance

Payment will be made in accordance with the following:

a) “Service” for the purposes of this subclause means total aggregated service with the 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) A retiring gratuity or service payment if applicable (the retiring gratuity provision in the regional MECA that preceded this Agreement shall apply including, where applicable, the provisions that relate to employees with less than 10 years', eight years', and five years' service). The parties note that not all DHBs had retirement gratuity provisions in the regional MECAs that preceded this Agreement).

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

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

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

- 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

31.4.10 Job Search

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

31.4.11 Counselling

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

31.4.12 Change of Ownership

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

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

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

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

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

i. any service-related conditions; and

ii. any conditions relating to redundancy; and

iii. any conditions relating to superannuation -

under the employment being terminated; and

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

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

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

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

31.4.13 Employee Protection Provisions

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

32 RETIRING GRATUITIES

The retiring gratuity provisions that applied in the regional MECAs that preceded this Agreement shall continue to apply.

33 ENDING EMPLOYMENT

33.1 Notice Period

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

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

33.2 Abandonment of Employment

An employee absent from work for three consecutive working days without notification to the employer or without appropriate authorisation from the employer will be considered by the employer as having terminated their employment without notice, unless the employee is able to show they were unable to fulfil their obligations under this section through no fault of their

own. The employer will make all reasonable efforts to contact the employee during the three days period of unnotified absence.

34 HARASSMENT PREVENTION

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

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

35 EMPLOYMENT RELATIONSHIP PROBLEMS:

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

Let the Employer Know

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

Representation

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

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

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

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

Mediation Services

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

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

Employment Relations Authority

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

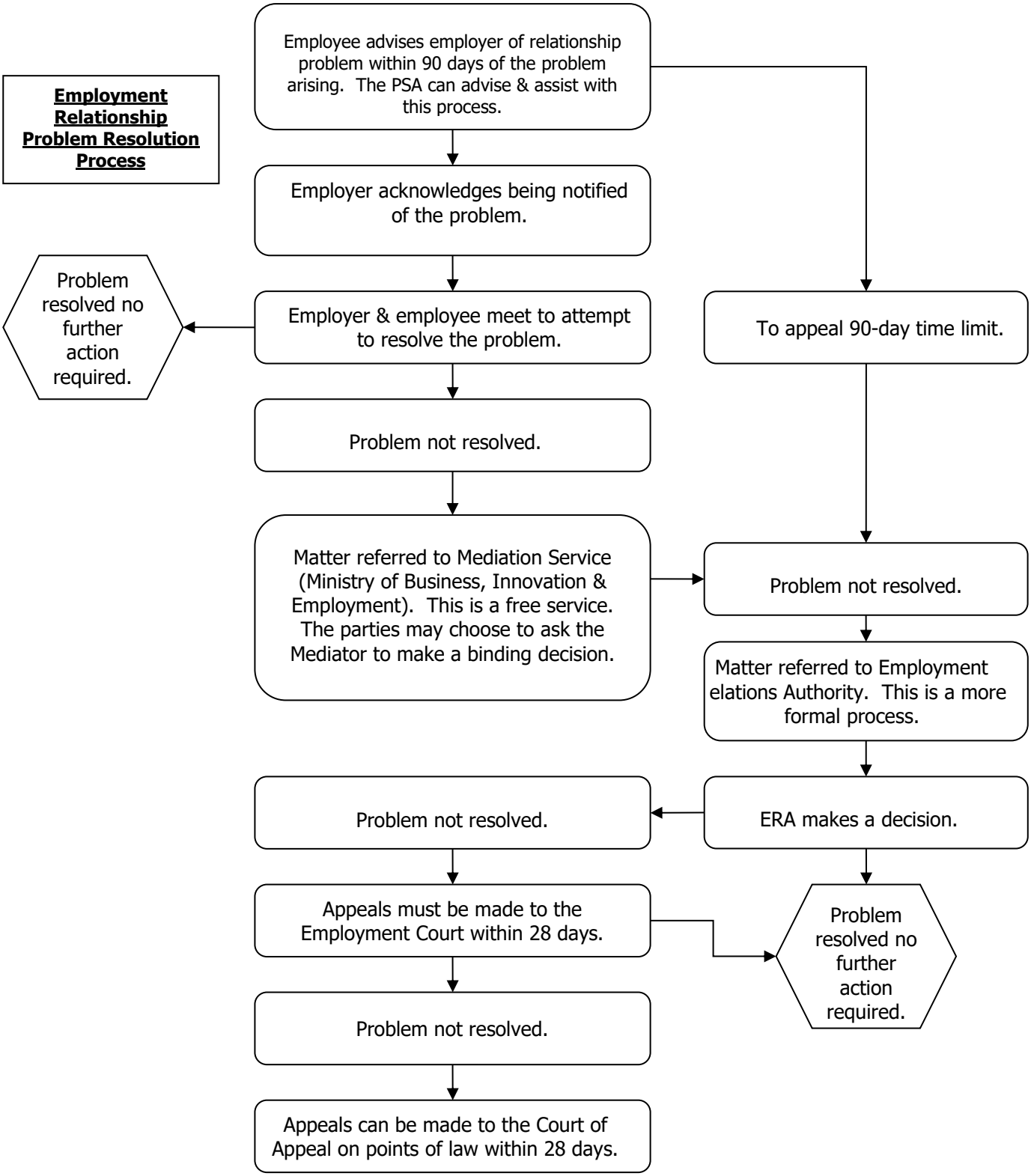
Again, employees can ask a union organiser to provide assistance in accessing this service.

Personal Grievances

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

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

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


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

36 VARIATION TO COLLECTIVE AGREEMENT

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

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

37 SAVINGS

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

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

Further, provisions from previous agreements that are to continue to apply have been recorded by way of letter provided to the union by the employer concerned.

38 NON- WAIVER UNDERSTANDING

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

39 TERM OF DOCUMENT

This agreement shall be deemed to have come into force on 2 May 2022 and shall expire on 30 June 2023.

Signed this 29th day of June 2022

For an on behalf of the PSA:

Warwick Jones

Assistant Secretary

For and on behalf of the employer parties:

	
Dr Nick Chamberlain Chief Executive Officer Northland District Health Board	Pete Chandler Chief Executive Officer Bay of Plenty District Health Board
	
Dr Kevin Snee Chief Executive Officer Waikato District Health Board	Gillian Campbell Acting Chief Executive Officer Taranaki District Health Board
	
Nick Saville-Wood Chief Executive Officer Lakes District Health Board	Andrew Boyd Acting Chief Executive Officer Hawke's Bay District Health Board

Jim Green Chief Executive Officer Tairawhiti District Health Board	Kathryn Cook Chief Executive Officer MidCentral District Health Board
Russell Simpson Chief Executive Officer Whanganui District Health Board	Dale Oliff Chief Executive Officer Wairarapa District Health Board
Fionnagh Dougan Chief Executive Officer Capital & Coast District Health Board	Lexi O'Shea Interim Chief Executive Officer Nelson/ Marlborough District Health Board
Fionnagh Dougan Chief Executive Officer Hutt Valley District Health Board	Dr Peter Bramley Chief Executive Officer Canterbury District Health Board
Dr Peter Bramley Chief Executive Officer West Coast District Health Board	Chris Fleming Chief Executive Officer Southern District Health Board
Jason Power Interim Chief Executive Officer South Canterbury District Health Board	

APPENDIX A - CAREER AND SALARY PROGRESSION (CASP) FRAMEWORK

Applies to:

Allied Health, Public Health,

Alcohol & Other Drug Clinicians and Health & Clinical Support Workers on the degree-based (5.2) scale

Hauora Māori Workers (Levels 2 & 3)

Health & Clinical Support Workers (Levels 2)

Psychologists

Introduction

The Career and Salary Progression (CASP) framework establishes a fair, transparent and consistent process for career and salary progression, this is for all practitioners who are on the non-automatic salary steps on the following salary scales and who wish to apply for salary progression:

- Allied Health,
- Alcohol & Other Drug Clinicians,
- Health & Clinical Support Workers on the degree-based (5.2) scale
- Hauora Māori Workers (Levels 2 & 3)
- Health & Clinical Support Workers (Levels 2 & 3)
- 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 mostly 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 and service delivery. Practitioners accessing this framework may be working in either specialist or generalist areasand 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.

Kaupapa Māori: Kia whai kaha me tono atu ki ngā kaumatua, ngā kuia ratou e pupuri ana ki ngā tikanga o te ao māori i roto i waho rānei i te hapoori, te tōpūtanga hoki.

Resonding 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.

Cultural advice and support should be sought from the appropriate people within the organisation and/or community", to ensure the effectiveness of application of the Maori responsiveness domain.

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, presenting associated evidence either on completion or in an agreed time frame, and final review of achievement of agreed CASP objectives. However, the setting of objectives may take into consideration retrospective 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, though retrospective work may also be considered (note statement of accountability)

   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. An employee who is considering entering into the CASP process should first confirm with their manager their eligibility and that there is appropriate scope, responsibilities, need and opportunities in their service to warrant this in accordance with clause 5.1.6.

2. The practitioner selects the themes within each domain and develops SMART objectives (in consultation with a suitable professional representative if required (note the CASP – Setting Objectives flow-chart)).

   Note - CASP Objectives may be project-based or work based as per the domain activities detailed below.

   All CASP based activity will exceed the usual expectations/day to day duties of a standard clinical role and clinical practice. Clinicians and managers should always consider current work environment and ongoing expectations when setting objectives.

3. 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. The number of objectives will be agreed between the manager and the employee.

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

Occupational Group	Compulsory Domains
Health & Clinical Support Workers (Level 2)	– Clinical & Professional Practice

4. The employee may consult the PSA if there is a dispute between them and their manager over the size of the objectives.
5. 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.
6. The practitioner completes the work during the year, with the evidence kept in their professional portfolio.
7. 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.
8. 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
9. If all agreed activities have been completed, then the salary progression occurs.
10. 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
- 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

Themes	**Examples of Activities**
	- 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 - 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)

Themes	Examples of Activities
	- 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
- Leading and initiating teaching & learning activities at local, national and international levels as appropriate
- 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

Theme	Examples of Activities
	- 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

Theme	Examples of Activities
	- 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

Theme	Examples of Activities
	- 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
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

Theme	Examples of Activities
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

Theme	Examples of Activities
	- 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 individual's 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.

Theme	Examples of Activities
	- Guides tangata whaiora to identify tapu, noa and rahui and the impact on (for example) their hinengaro, whenua or whakapapa - 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. - Develops resource materials for the team/service - Introduces Māori language to other team members - Acts as a resource person within the organisation - 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: - Whakapapa - Familial and other relationships of tangata whaiora - The importance of relationships of tangata whaiora - A clear understanding of the way the family operates and explores how their patterns of behaviour can impact on subsequent generations - 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 - Promotes tangata whaiora to make appropriate choices for healthy lifestyles - 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 whānau i.e. marae, hui, whānau etc as tangata whenua or manuhiri - Develops resource for the team/service - Role models and leads the concepts of manaaki to tangata whaiora/whānau and other team members - 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

Theme	Examples of Activities
	- Monitors and evaluates effectiveness of planned intervention

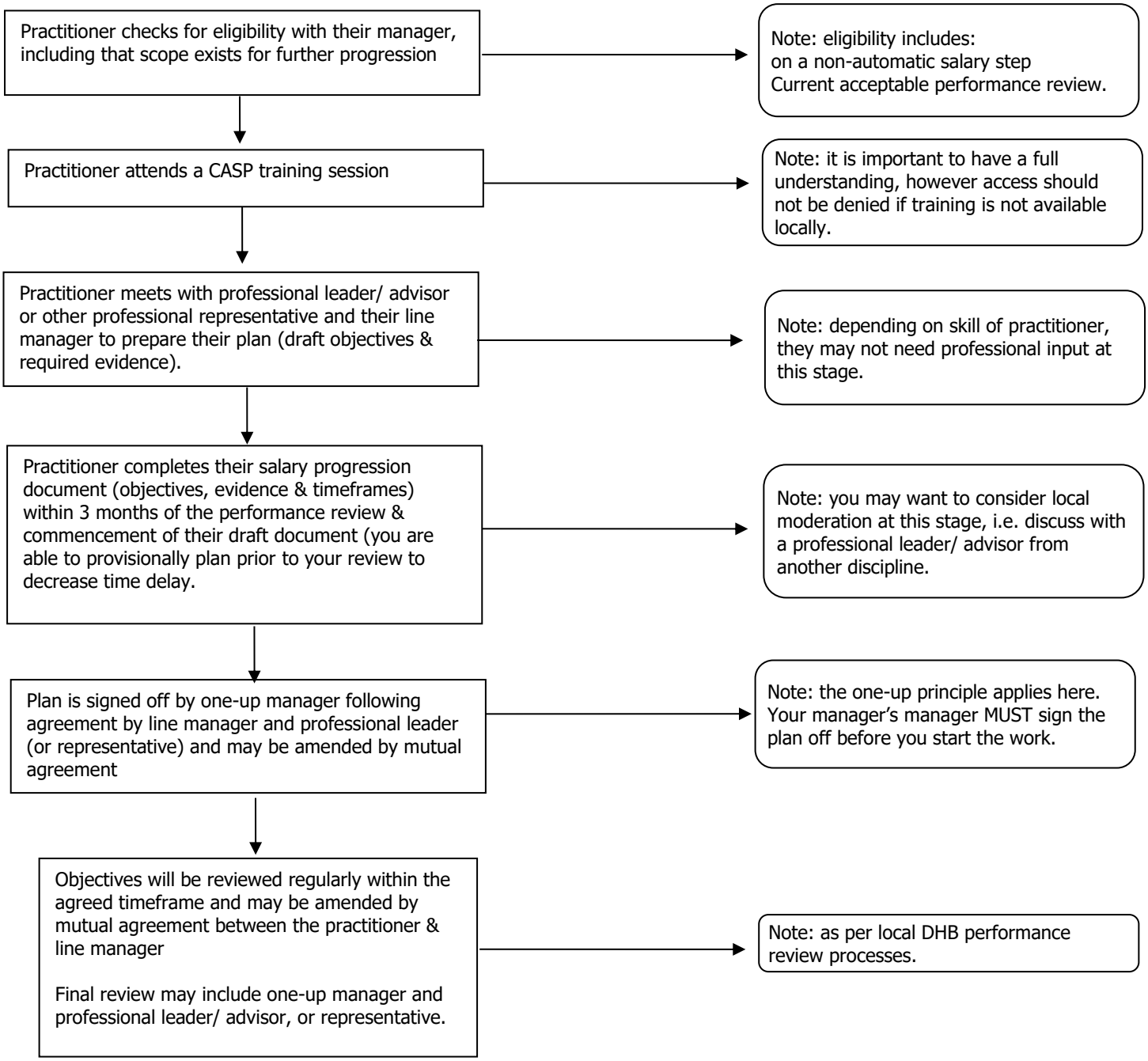
Cultural Responsiveness

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 beliefs, sexual orientation, abilities, lifestyle, beliefs, age, social status or perceived economic worth (NZ Psychologists Board, February 2011). 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 links this to own role and responsibilities - Researches disparities in the DHB population and links to issues within own service
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 to own role and responsibilities

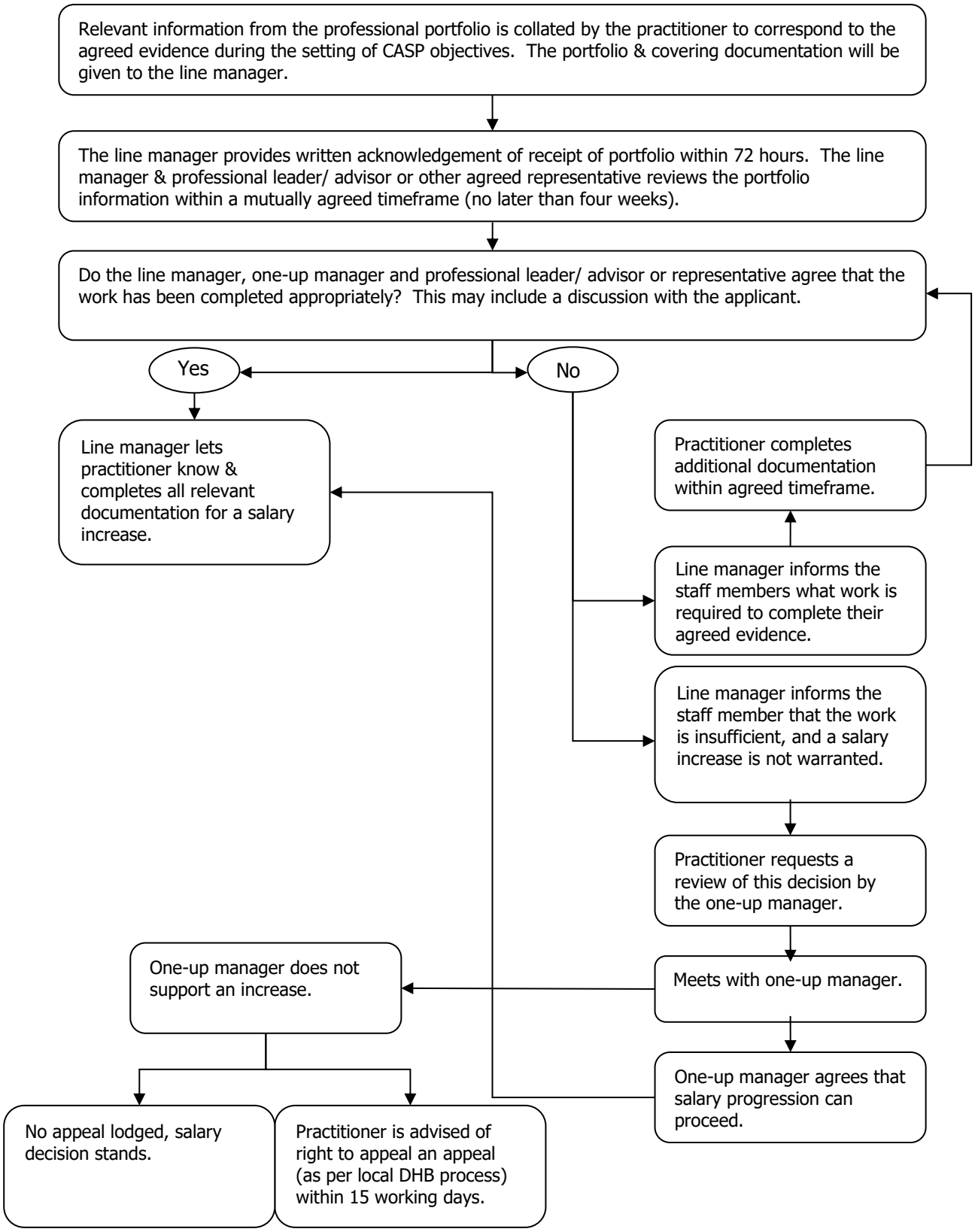
Theme	**Examples of Activities**
	- Researches disparities in the DHB population and links this to own service
Leads and supports an aspect of cultural responsiveness within own service area	- Demonstrates leadership and role-modelling in both clinical and professional practice and service delivery - 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



If there is a delay in the process solely due to timeliness of final sign off requirements, the employee shall not be disadvantaged.

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. An employee who is considering entering into the Technical Merit process should first confirm with their manager their eligibility and that there is appropriate scope, responsibilities, need and opportunities in their service to warrant this in accordance with clause 5.1.6.

3. 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.

4. Merit objectives must not conflict with professional legislation or the requirements of relevant regulatory bodies.

5. 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.

6. Merit objectives can be renegotiated and/or extended timelines agreed if unforeseen circumstances arise.

7. The employee will be expected to take a self-directed approach to meeting their merit objectives.

8. Employees will be required to provide agreed, relevant and supportive evidence that demonstrates the merit objectives have been met in full.

9. 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.

10. 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.

11. A review process will be available to employees undertaking the merit progression program.

12. 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.

13. A moderation process will be 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, 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 / whānau 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

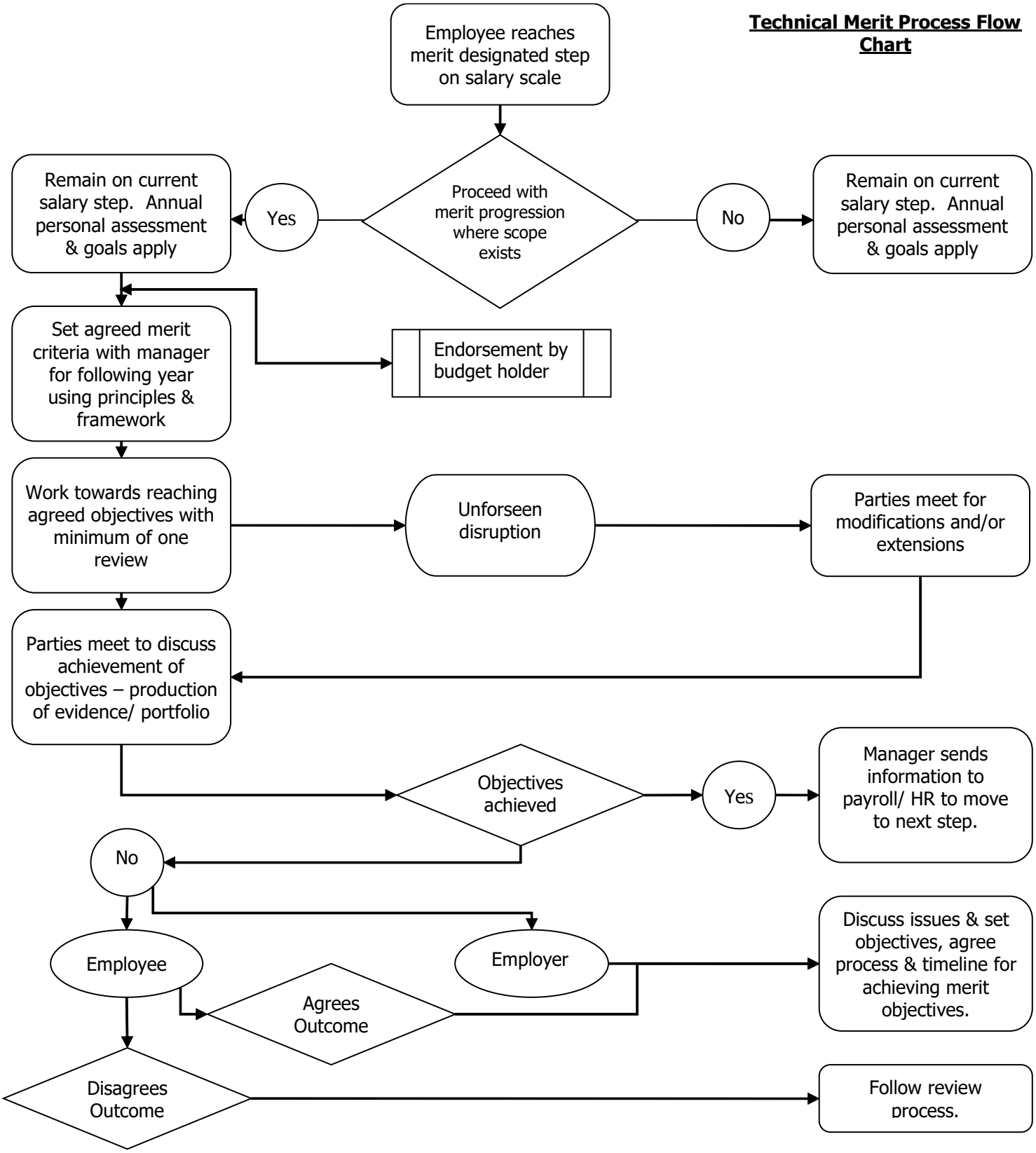
Domains and Activities

Note: 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 the wider health community/organisation

DOMAIN	This is a guideline only and activities are not limited to the following options
	- 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
MĀORI RESPONSIVENESS Tuakiri – recognises the importance of a person's unique identity Ngakau Māori – recognises and understands the strategic direction of Māori 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 Māori framework to enhance professional / clinical practice - Actively leads programme to improve Māori cultural awareness within the service - Actively leads strategic planning and direction of services that improve Māori 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 - RESERVED

APPENDIX D - RESERVED

APPENDIX E - MEDICAL LABORATORY SCIENTISTS AND TECHNICIANS

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 holds a current practising licence issued by, the Medical Laboratory Science Board, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

Co-ordinator: Means a person who is appointed to coordinate and lead a functional activity within the laboratory, such a Quality Coordinator, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

Laboratory Scientist: Means an employee who holds a science degree or equivalent who is employed to perform medical laboratory science but is not a registered Medical Laboratory Technologist / Scientist, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

Intern: Means an employee who has completed their degree and is still meeting their work experience requirements to gain registration as a MLS from the MLSB or equivalent and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

Medical Laboratory Technician: Means a person with QTA / QPT or other relevant qualification who is registered to practise by the Medical Laboratory Science Board. For purposes of clarification a relevant qualification may include a New Zealand BSc based on biological sciences, NZCS or other recognised medical laboratory qualification or degree.

Medical Laboratory Assistant: Means a person employed in a medical laboratory to do manual or technical work ancillary to those of a medical scientist, but who is not a medical laboratory scientist, medical laboratory technician or a trainee / intern.

Phlebotomist: Means a person who collects blood and other specimens as requested by an authorised referrer, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

APPENDIX F - RESERVED

APPENDIX G: HAUORA MĀORI WORKER

Assessment of Clinical and Cultural Competency

for the Purpose of Placement on the

Hauora Māori Worker Salary Scale.

The DHBs and the PSA acknowledge the significant contribution that Te Rau Matatini has made to the development of this Appendix, the process for assessment and the assessment criteria.

1. Introduction

This framework is designed to provide a consistent approach to the assessment of employees in positions that come within the definition of Hauora Māori Workers in terms of their cultural knowledge and expertise. When combined with an assessment of the employee's clinical competence, it allows the relevant DHB manager to determine the appropriate level on which to place the employee.

2. Hauora Māori Workers

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

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

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

3. Placement On & Movement Through Salary Scale Levels

There is a two-prong process for determining the placement of Hauora Māori Workers on the salary scale. The first part of the process is to determine which of the three salary levels most appropriately reflects the employee's cultural and clinical competence. This process occurs either on appointment to the position or as outlined in 4 below. The second process occurs when the employee reaches the top automatic step of the salary level to which they have been appointed. At this point, the employee may choose to apply for the merit steps within the salary level. Hauora Māori Workers who have been appointed to Level Two or Level Three of the salary scale apply for merit using the Career & Salary Progression (CASP) process, which is detailed in Appendix A.

4. Assessment Process

The assessment process comprises three stages and follows a formal request from the employee to have their competence assessed. Normally such a request will not be made more than once in any twelve-month period. The process involves:

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 whānau of clients/patients. Where there is a therapeutic relationship between the employee and someone nominated for the assessors to speak with, particular care must be taken not to impinge on that therapeutic relationship. The merit of any additional evidence will be evaluated based on the assessors' knowledge and understanding of the employee's role.

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 Māori responsiveness. This should include competencies that are Māori, Clinical and Community.

This section contains the details of the cultural competency framework against which employees are to be assessed.

The purpose of the assessment is to place the employee on the most appropriate of the three levels. Those employees with a basic understanding should be placed on level one, those who are fully competent on level two and those who are advanced/ expert should be on level three. When making decisions the employer should have regard to the placement of other Hauora Māori Workers.

Pukenga Māori Motuhake

Tuakiri – Identity **Secure cultural identity, ready access to tangata whenua cultural, social and physical resources.**		
Au	**Whānau**	**Whanaunga**
Displays self awareness. Ko wai au? No hea au?	Enables patients/whānau to rediscover their identity & rediscover their mana.	Facilitates an environment that acknowledges tangata whenua cultural and spiritual values and beliefs integral to the healing process.
Has access to/ knowledge of own Whakapapa/ pepeha.	Builds appropriate relationships.	Utilises relationships/ networks to seek out appropriate resources.
Has access to, or knowledge of, own mana whenua (turangawaewae), Marae, Maunga, Awa, Moana, Waka.	Supports patients to establish or enhance bonds with own whānau, hapu or iwi.	Promotes, initiates and facilitates the access to resources that emphasise patient/whānau wellbeing.
Identifies a tikanga or whakatauki from their turangawaewae and reflects on the core values.	Provides awhi, tautoko, aroha for patients/whānau.	Understands the impact of colonisation and the Treaty of Waitangi non-compliance on Tangata Whenua.
Understands the impact of own culture, values and life experiences on relationships with patients/ whānau.	Displays knowledge of local tikanga/ kawa of Tangata Whenua in order to demonstrate respect for their mana whenua.	Marae – the employee is able to identify the importance of Whare Tupuna, Maraeatea, Nga Pou, Tikanga, Kawa, Kaupapa, Mauri with regards to self and whānau and others.
Ukaipo is able to identify food that promotes the growth of the body, the mind, the whānau and the spirit.	Participates in and understands the varying forms in which Tangata Whenua partake and contribute.	Ko au ko koe ko taua – able to identify the significant relationships within and without the whānau and what is required to maintain these relationships.
Whanaungatanga **He aha te mea nui o te Ao, maku e ki atu, he tangata, he tangata, he tangata**		
Knows and determines own whānau links, e.g. whakapapa, pepeha, own position with a purpose.	Connects and engages with Tangata whenua whānau.	Identifies or accesses assistance to identify the impact of whakapapa upon a current situation.
Demonstrates in practice an understanding of the diverse nature of whānau and relationships in contemporary Tangata Whenua interactions and how this influences your practice.	Acknowledges whānau, pepeha, whakapapa, pakiwaitara, korero purakau, stories.	Identifies the key role-players with patients/whānau i.e. hoa rangatira (partner/ spouse), tuakana, teina, kuia, kaumatua, tohunga etc.
Demonstrates a critical awareness of how to establish a relationship with patients/whānau.	Ensures whānau are nurtured, well informed, involved and supported.	Understands Tangata Whenua principles of whānau relationships such as Tuakana-Teina and how those relationships influence the dynamics of supporting patients/whānau.

Pukenga Māori Motuhake

Establishes rapport with patients/whānau to support a situation.	Establishes an awareness of the different role-players and responsibilities within whānau.	Ensures that appropriate forms of information and knowledge are communicated to whānau including a clear breakdown of technical terms.
Understands the importance of whānau participation at all levels of service planning, delivery and evaluation.	Incorporates whānau participation in all (professional) interventions.	Encourages whānau to make decisions and find solutions.
Pupuri ki te Arikitanga **Hold fast to the chiefly things** **Setting the standard. Maintaining the standard. Living the standard.**		
Demonstrates a code of conduct in practice incorporating: Kaua e whakahihi Kaua e kangakanga Kaua e tukino Kaua e takahi Tika, pono, aroha, rangimarie	Incorporates the dynamics of tikanga as a code of best practice standards in professional conduct in daily practice.	Understands and implements the principles of tika, pono and aroha within practice.
Demonstrates an understanding and is able to incorporate into practice the concepts of tapu and noa.	Recognises in practice that patients/whānau will have certain forms of control and authority, sanctions and rewards.	Applies principles of the dynamics of tapu, noa and rahui into scope of practice.
Identifies personal goals towards maintaining code of conduct and strengthening aspirations to "walk the talk" of a committed Hauora Māori Worker to the kaupapa.	Understands and is able to experience positive benefits for patients/whānau through a strengthened and living commitment.	Promotes an understanding of, and knowledge of how to incorporate into practice tikanga as a code of behaviour and conduce for other Hauora Māori Workers.
Demonstrates within Māori community and/or whānau, hapu and iwi tikanga Māori code of conduct.	Patients/Whānau able to identify clearly that the Hauora Māori Worker works within a tikanga Māori code of practice.	Supports community to understand tikanga Māori code of practice and its value to Hauora Māori Worker best practice standards.
Te Reo me ona Tikanga **Kia mau ki o tikanga me to reo tangata whenua, konei ra to turanga teitei e.** **Retain your customs and your tangata whenua language, for this is what gives you status.** **Toi te kupu. Toi te mana. Toi te whenua.**		
Engages in korero tangata whenua (introductory level) and has access to karakia, mihi and waiata.	Engages in korero tangata whenua (lower intermediate level) and has access to powhiri	Engages in korero tangata whenua (medium intermediate level) and has access to those who are fluent in te reo, i.e. kuia, kaumatua whānau.

Pukenga Māori Motuhake

	processes, whaikorero, karangatanga, waiata, tapu, noa.	
Demonstrates an emerging knowledge base of tikanga and tuturu tangata whenua concepts and practices (aim to enhance and/ or restore cultural identity).	Displays respect for others' tikanga/ kawa.	Supports and guides proactively patient/whānau with tikanga tangata whenua.
Articulates pepeha: ingoa, Waka, Maunga, Awa, Moana, Marae Hapu/Iwi in te reo tangata whenua.	Integrates the importance and impact of tangata whenua processes in practice.	Affirms tangata whenua processes through transfer of practices in varying areas, e.g. karakia, waiata.
Demonstrates in practice an understanding of behaviours consistent with tikanga/ kawa in relationships with tangata whenua, i.e. tika, pono, aroha.	Investigates culturally appropriate practice amongst colleagues, patients/whānau.	Incorporates and practices the concept of koha and reciprocity.
Identifies local Iwi and their boundaries.	Consults with Iwi to ensure appropriate processes (tikanga/ kawa) are adhered to.	Incorporates and practices the concept of Te Wa: Time is governed by processes.
Hauora Māori **Te Ha a Koro ma a Kui ma**		
Applies key aspects of tangata whenua health perspectives in practice such as the importance of wairua, hinengaro, whānau and tinana when working with tangata whenua.	Undertakes cultural assessments based on tangata whenua concepts and values.	Plans, implements and evaluates integrated plans that address all dimensions of Hauora tangata whenua and maintain wellbeing including cultural management plans.
Demonstrates in practice an understanding of the role of patients/whānau in their own recovery.	Displays a balanced appreciation of physical, social, cultural, spiritual and mental aspects of health and health care.	Facilitates access to traditional and contemporary healing options for patients/whānau e.g. Tohunga, matekite, rongoa, mirimiri and karakia.
Demonstrates in practice an understanding of the determinants of tangata whenua health, e.g. housing, education and employment.	Acknowledges patients/ whānau perspectives of health determinants.	Promotes further learning and knowledge of health determinants on patients/ whānau wellbeing amongst team and colleagues.
Investigates the key needs of tangata whenua population groups, e.g. tangata whenua mental health needs.	Respects patients/ whānau in determining their choice of rongoa.	Proactively supports tangata whenua positive health gains.
Understands the term "taonga" and how it influences the way in which you support patients/whānau.	Affirms understanding of taonga by acknowledging what patients/whānau believe is precious/ important.	Analyses and identifies areas where taonga has an impact in varying dimensions, e.g. taha wairua, taha whānau, taha tinana and taha hinengaro.

Pukenga Māori Motuhake

Applies knowledge of the differing health and socio-economic status of tangata whenua and non-tangata whenua.	Utilises Māori models of practice for the benefit of all on case load and/ or in shared interventions with other health professionals.	Demonstrates the positive effects of the use of Māori models within one's scope of practice.
Nga Mahi Awhina **He kokonga whare e kitea, he kokonga ngakau e kore kitea** **One can see the corners of a house; one cannot see the corners of a heart.**		
Demonstrates in practice the importance of whakarongo and engages in effective communications.	Ensures patients/ whānau are listened to.	Is supported as a Hauora Māori Worker working within a rohe with mana whenua endorsement.
Establishes relationships/ rapport with patients/ whānau.	Implements kanohi ki te kanohi.	Acknowledges reciprocity in a relationship.
Applies in practice the importance of tautoko manaakitanga, whanaungatanga and wairuatanga to ensure whānau are comfortable.	Adheres to the kawa/ tikanga of the rohe, wahi, persons' home or environment.	Implements and ensures appropriate Māori processes including: whakawhitiwhiti korero/ whakaaro, powhiri, whakangnahau, hakari whakawatea and hui.
Identifies and acknowledges tikanga and mahi whakairo as effective and appropriate means of supporting relationship building and modes of communication to support patients/ whānau.	Supports mahi a raranga, korikori a iwi waiata, katakata, pakiwaitara as alternative ways to communicate/ relate with Māori and support patients/ whānau.	Able to identify the significance of relationships, i.e. whānau a whakapapa and whānau a kaupapa in all cultural, community and clinical interactions and allows whānau involvement in all aspects of care.
Recognises cultural supports are necessary for safe and best practice.	Organises regular cultural supervisory hui with a senior colleague and/ or kaumatua.	Demonstrates commitment to cultural supervision and promotes its validity as of equal importance as community and clinical supervisory support.
Through cultural best practice recognises the rights of patients/ whānau.	Whakamanatia te patients/whānau.	Supports patients/ whānau to self-advocate for personal rights in receiving health services.
Wairuatanga **Taha wairua is the most important dimension of health.**		
Incorporates tangata whenua creation belief.	Acknowledges wairua as a force that can join and bind everyone and everything.	Recognises that wairua will shape the outcome of a hui and assist to form appropriate actions, i.e. karakia/ mihi.
Demonstrates in practice an understanding of taha wairua as an integral part of Hauora through the use of whakatauaki, whakamoemiti, karakia and korero.	Acknowledges Mauri (life force) in all things.	Recognises the role of those who uphold the tikanga, kawa and rangatiratanga within whānau, hapu, iwi.

Pukenga Māori Motuhake

Displays self-awareness and encompasses own spiritual awareness.	Recognises and acknowledges one's request, need for spiritual guidance (whakamoemiti, Inoi, whakaritenga, whakawatea, karakia, wairua).	Acknowledges moemoea (aspirations) of patients/ whānau through assisting them to plan and set goals to achieve aspirations.
Demonstrates in practice a respect and sensitivity towards patients/ whānau and others with their own values and beliefs.	Acknowledges forms of tangata whenua cleansing, e.g. tangi, karakia and whakawatea.	Assists patients/ whānau to work towards achievement of spiritual goals.
Understands the distinction between tangata whenua spiritual concepts and religious philosophies.	Adheres to the tikanga of whakapono observed and practised in a rohe, workplace or home.	Recognises, respects and supports those who have been identified by whānau to undertake certain rituals.
Understands the diversity of whānau and their lifestyles and the need to support their understanding or wairua.	Supports patients and whānau in a way that respects and incorporates their spiritual concepts and needs.	Acknowledges mamae, pouritanga within some whānau and processed "in a safe" manner when supporting patient need.

Mahi Hapori/ Tangata Whenua

Tautoko **Supporting essential life skills and whānau ora**		
Au	**Whānau**	**Whanaunga**
Understands theories and models of health care education directed towards health promotion to enhance tangata whaiora in learning & accessing essential life skill programmes.	Integrates theories and models of health care education directed towards health promotion into practice.	Uses knowledge of advanced health promotion strategies to enhance delivery to patients/ whānau by self, others hapu and community agencies.
Articulates components of health promotion models.	Incorporates health promotion models into practice.	Evaluates health promotion models in work practice.
Recognises and values the reality that whānau ora – health and wellness – are culturally defined.	Develops and implements supports for patients/ whānau and the community in health promotion that aids in preventing risk of illness.	Promotes the development of whānau, hapu and iwi health promotion resources to enhance the knowledge of patients/ whānau and the wider community.
Assists patients/ whānau and the community to attain access to accurate and relevant cultural health activities, e.g. kappa haka, waka ama, mau rakau, whakangahau.	Participates in the development of resources to enhance the knowledge and experience of patients/ whānau, e.g. social skills, internet use, using public transport.	Assists others to utilise effective strategies to evaluate their practice in supporting patients and whānau achievements in cultural and social goals and modify programmes to meet identified needs.
Encourages patients/ whānau and the community to promote health and decrease the risk of illness to whānau ora.	Actively supports patients/ whānau to lead in cultural based health promotion activities.	Assists others within the service to support patients/ whānau leadership in cultural based health promotion activities.
Whanaungatanga **Networking, accessing resources & being a team player.**		
Recognises and acknowledges the need for effective whānau, hapu, iwi and community agency relationships.	Demonstrates effective and appropriate relationships that support patients/ whānau in accessing essential whānau, hapu, iwi and community resources.	Empowers patients/ whānau in maintaining essential and elective whānau, hapu, iwi and community resources.
Able to critically examine own practice and modify as required.	Demonstrates commitment to inclusive practice and ongoing education. Sets goals and plans for future learning.	Encourages and supports colleagues in their professional development.
Attends compulsory training and seminars related to specific area of practice.	Develops specialised areas of interest and undertakes relevant further education as appropriate.	Incorporates area of specialty into professional practice as a Hauora Māori Worker.

Mahi Hapori/ Tangata Whenua

Understands the need for supervision/ mentoring and peer support of practice.	Establishes a supervisor/ mentor.	Develops mentoring relationships with Hauora Māori Worker students and new employees.
Understands the importance of continuing development of Hauora Māori Worker practice, theory and quality improvement in health services.	Demonstrates a commitment to continuing development of Hauora Māori Worker practice, theory and quality improvement in health services.	Promotes and contributes to the continuing development of Hauora Māori Worker practice, theory and quality improvement in health services.
Taunaki **Advocating, innovative practice and sound judgement. Best practice standards in community support work.**		
Recognises and acknowledges that innovative practice is solution focused and includes skill and knowledge to support the learning of patients/ whānau.	Participates in the development and delivery of relevant education and resources to patients/ whānau.	Advocates and assists
Identifies patients/ whānau levels of knowledge and their illness and its importance for them.	Increases patient/ whānau knowledge about their health and develop appropriate strategies to support them in complex situations.	Acts as a resource on strategies to effectively support patients/ whānau to be solution focussed in complex situations.
Understands and acknowledges that sound judgment enhances best practice, safe practice and organisational safety that contribute to patient/ whānau best health outcomes.	Able to critically examine own thinking and reasoning and put goals and action plan in place to modify as required.	Demonstrate commitment to competent practice through effective identification of risk factors to own practice and to employing organisation.
Uses judgment and makes decisions in consultation with senior health professionals/ mentor.	Uses knowledge, good judgement and accurate decision making to mediate enhanced outcomes for patients/ whānau.	Demonstrates sound judgement in decision making, both independently and as a team member.
Understands best practice standards/ quality improvement principles as they relate to the Hauora Māori Worker role.	Role models implementation of best practice/ quality improvement activities.	Integrates and advocates for best practice/ quality improvement into practice at team level.
Identifies areas for improvement of practice and quality systems.	Critically analyses and promotes research relating to quality practice.	Supports others to analyse and implement quality outcome measures.
Recognises and understands principles of patient/ whānau participation in best practice/ quality improvement activities.	Facilitates patient/ whānau participation in best practice/ quality improvement activities.	Proactively advocates to others in team and organisation to support patient/ whānau in best practice/ quality improvement activities.

Mahi Hapori/ Tangata Whenua

Takawaenga **Papapounamu te Moana – reducing risk and enhancing protection and mediating a proactive approach in risk management. Resilience.**		
Recognises a range of appropriate Māori treatment modalities/ approaches within risk management.	Identifies specialised skills required in the professional area of cultural risk management and assessment practices and uses these safely in consultation with senior health workers/ mentors.	Practices requiring specialised cultural technical skills and knowledge are implemented confidently and competently.
Recognises the significance of symptoms and behaviours for patients/ whānau health status, including threats to safety.	Mediates with health workers holistic risk assessments safely and sensitively in collaboration with patients/ whānau.	Provides a monitoring function. Assesses and valuates to adapt the health worker plan in response to changing patient/ whānau needs in collaboration with patients/ whānau.
Identifies health worker responsibilities in managing crises, complex or unexpected situations.	Contributes to team decisions around managing crises, complex or unexpected situations safely.	Demonstrates initiative and resilience in managing crises, complex or unexpected situations safely and competently.
Recognises the professional standards of documentation required of health workers and in developing skills and seeking feedback from colleagues/ mentors.	Clearly documents interaction with patients/ whānau.	Assists colleagues to chart, report and record health worker care accurately when required.
Recognises the importance of patient/ whānau participation and input into risk management and assessment.	Supports patients/ whānau participation in team/ organisation policy/ protocol development.	Assists team to implement patient/ whānau participation in team/ organisation risk management/ assessment policy/ protocol development.

Haumanu

Whakaoranga **Recovery principles and educating and counselling tools.**		
Au	**Whānau**	**Whanaunga**
Recognises the major categories of recovery principles (listed below).	Incorporates the recovery competencies in planning and evaluating community support work.	Contributes to the promotion of recovery-based initiatives within community support work.
Displays knowledge of the common themes in the process of recovery.	Values the contribution of patients/ whānau to health care.	Works in partnership with patients/ whānau at all levels and supports them to lead own recovery process.
Understands the major barriers to recovery.	Actively works to reduce discrimination and stigma in the whānau through supporting whānau to value patient contributions to own wellness.	Works effectively within the workplace with colleagues and management to reduce discrimination and stigma and to promote a health and unbiased work environment.
Displays knowledge of issues that may affect therapeutic relationship with patients.	Acknowledges and maintains professional responsibilities within relationships with patients/ whānau.	Establishes partnership and clear parameters as a working basis for therapeutic relationships.
Identifies dynamics of transference and counter transference in health worker/ patient/ whānau relationships.	Understands dynamics of transference and counter transference in health worker/ patient/ whānau relationships.	Illustrates the ability to recognise, avert and if appropriate stop the development of co-dependent behaviour within professional responsibilities with patients/ whānau.
Acknowledges patient/ whānau initiatives particularly service user organisations.	Practices safely taking paitent/ whānau perspectives and local service user group views into consideration.	Consults with appropriate service user groups when new initiatives are presented that will affect patient/ whānau treatment and care.
Demonstrates respect for patients/ whānau and acknowledges their perspectives and concerns.	Recognises when whānau and patient interests differ and what to do about it.	Reflects on own practice to analyse strengths and weaknesses.
He Hanganga Māori mo te Hauora **Retaining the Hauora Māori Worker's perspective.**		
Understands own role and the roles of others in the team.	Demonstrates ability to retain the Hauora Māori Worker's perspective and awareness of and recognises own learning needs.	Participates in relevant continuing education activities and promotes greater understanding amongst colleagues about the Hauora Māori Worker's perspective and role.
Identifies the importance of Māori models of practice pertaining to health practice.	Incorporates Māori models of practice in health support work.	Demonstrates appropriate application of Māori models of health within own scope of practice.

Haumanu

		Promotes and develops initiatives to enhance the delivery of culturally safe care.
Recognises and acknowledges the influence of traditional practices on patient/ whānau wellbeing and recovery.	Establishes in partnership with patients/ whānau their access to Māori traditional practices in relations to their cultural need and choice.	Facilitates access to traditional healing resources and treatments for patients/ whānau according to their aspirations and choice.
Is aware of gaps in personal cultural knowledge and consults with cultural supports/ supervisors to establish self-directed learning programme.	Demonstrates responsibility for cultural learning and development through regular hui with cultural supervisor and kaumatua.	Contributes to team service initiatives to enhance the delivery of culturally safe care.
Respects patients/ whānau understandings of health in relation to their cultural belief system.	Works in partnership with patients/ whānau towards the provision of safe cultural care.	Promotes understanding of the way in which cultural bias can impact on holistic functioning and mental health status of patients/ whānau.
Te Whare Tapa Wha Personal advocacy for safe work practices. Community & professional supervision		
Identifies importance of understanding about te oranga of one's own Whare Tapa Wha.	Develops and establishes personal self-care goals and plan to support appropriate and safe work practices.	Demonstrates effective implementation of self-care goals and plan.
Recognises and acknowledges the Whare Tapa Wha of the patient/ whānau and the effects (whether positive or negative) that each taha has on the other taha.	Demonstrates application of holistic approach in health support work through safe work practices that encompass all three domains of cultural, community and clinical support work.	Demonstrates empowerment and enablement of patient occurs through the delivery of safe work practices.
Acknowledges patient/ whānau initiatives.	Practices safely taking patient/ whānau perspectives into consideration.	Includes patients/ whānau in Hauora Māori Worker decisions including planning and evaluating care.
Identifies own beliefs, values and prejudices and their influence on patients/ whānau from same or from a different culture.	With supervisors identifies personal learning objectives in relation to addressing prejudices of patient/ whānau from same or different culture.	Develops further skills to work with people from a diverse range of cultures.
Recognises inbuilt prejudices and barriers that are present within health care system.	Acknowledges cultural diversity and believes of other groups within the community (ethnicity, marital status, disability, age, gender, sexual orientation, employment).	Respects the cultural values, diversity and beliefs of all groups within the community.

Haumanu

Recognises the importance of professional development.	Utilises supervision, mentoring and coaching sessions/ resources to develop a holistic professional development plan.	Implements holistic professional development plan.
Oranga Hinengaro **Health knowledge, systems & processes.** **Medication knowledge & correct use.** **Knowledge, understanding of health legislation & associated risks.**		
Identifies gaps in personal health knowledge, systems and processes and develops a self-directed learning programme.	Implements self-directed learning programme and actively seeks to increase personal knowledge.	Demonstrates the positive effects of learning programme by contributing to service initiatives that enhances appropriate service delivery.
Respects patient/ whānau understandings of health in relation to their cultural belief system.	Works in partnership with patients/ whānau towards growing their knowledge of health processes and systems.	Promote team/ organisation to implement strategies that support ongoing health learning and knowledge about systems and processes for patients/ whānau.
Identifies necessary medication knowledge, its correct use, side effects and possible benefits.	Supports patient/ whānau in their understanding of medication and promotes opportunity amongst the health team and health service to understand the effects medication has on the patient/ whānau.	Facilitates/ leads educational sessions for service to increase understanding of the way in which cultural bias can impact on holistic functioning and health status of patients/ whānau in regards to the use of medication.
Develops and implements a self-directed learning programme on health legislation and other legislation relevant to the Hauora Māori Worker professional responsibilities.	Demonstrates the understanding of relevant legislation within one's scope of practice that benefits patient/ whānau understanding.	Advocates on behalf of patients/ whānau the appropriate and where necessary the reduced need for implementation of the specific legislation, e.g. the Mental Health (Compulsory Assessment & Treatment) Act 1992.
Seeks advice on appropriate health strategies to de-escalate a potentially dangerous situation.	Uses health worker strategies to prevent the escalation of potentially dangerous situations.	Role models and supports others to use health worker strategies to prevent the development and escalation of potentially dangerous situations.
Participates in debriefing procedures with patients/ whānau and team.	Initiates debriefing procedures with patients/ whānau and team.	Facilitates debriefing, analyses the event and makes recommendations.
Recognises limitations of own abilities and refer to other team members or specialist resource where appropriate.	Able to recognise ethical and safety dilemmas as they arise and alerts/ refers to the appropriate persons as necessary.	Brings ethical and safety issues to the clinical review meeting and actively works with the team to resolve these.

Haumanu

Mahi Whakahaerenga Marae Resource management, effective verbal & written communication skills		
Au	**Whānau**	**Whanaunga**
Demonstrates knowledge of available resources.	Demonstrates knowledge of, and ability to utilise, available resources for specific situations.	Demonstrates extensive knowledge of available resources and acts as an advisor on specific resource utilisation.
Is able to prioritise workload to meet needs of assigned patients/ whānau.	Manages assigned workload and utilises resources effectively, with assistance.	Manages a workload autonomously and demonstrates effective resource management.
Displays an understanding of appropriate relevant procedures to access resources if required.	Applies guidelines for effective resource utilisation.	Contributes to resource management decisions in own area.
Recognises report writing skills, accurate recording and keeping of notes supports effective assessment, treatment and care plans for patients/ whānau.	Identifies any training required within written responsibilities of Hauora Māori Worker role and with supervisor/ management support puts a training plan in place.	Demonstrates effective, timely and accurate written communication skills within one's scope of practice.
Acknowledges the importance of effective verbal communication that gives clear, respectful messages to colleagues and patients/ whānau.	Demonstrates effective and timely verbal communication skills with patients/ whānau and colleagues.	Facilitates understanding in organisation of the importance of non-verbal forms of communication as an essential cultural trait of Māori and tangata whenua.
Has an awareness of organisational documentation and auditing requirements.	Meets legal and organisational documentation standards.	Actively participates in organisational documentation audits.

APPENDIX H - AGREEMENT FOR 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:

1. Support national and local bipartite structures
2. Achieve healthy workplaces
3. Constructively engage in change management processes
4. Provide for dispute and problem resolution

The BRF seeks to:

- take shared responsibility for providing high quality healthcare on a sustainable basis.
- ensure the parties' dealings with each other are in accord with the principles of good faith and are characterised by constructive engagement based on honesty, openness, respect and trust.
- promote productive and effective relationships.
- assist in the delivery of a modern, sustainable, high quality and healthy workforce
- align the principles, processes, procedures and goals adopted under this framework with those agreed by the Health Sector Relationship Agreement.
- improve decision making and inter party cooperation.
- co-ordinate the trialling, and where appropriate, introduction of innovative initiatives which will improve healthcare delivery; and
- ensure that all collective agreements reached between the parties are applied fairly, effectively and consistently in all District Health Boards.

The principles of the relationship framework:

The parties acknowledge that they must work cooperatively to achieve their overarching goal of maintaining and advancing a DHB workforce which provides high quality healthcare on a sustainable basis to the New Zealand population.

The parties agree that they will:

- To the extent they are capable, provide appropriate health care to the communities they serve in an efficient and effective manner.
- To the extent they are capable, ensure the availability and retention of an appropriate trained and educated workforce both now, and in the future.
- Promote the provision of a safe, healthy and supportive work environment where the recommendations of the "Safe Staffing and Healthy Workplaces Committee of Inquiry" are evident.
- Recognise the environmental and fiscal pressures which impinge upon the parties and work practices and accept the need to constantly review and improve on productivity, cost effectiveness and the sustainable delivery of high-quality health services.
- Commit to making decisions that will be reached through genuine consultation processes
- Be good employers and employees.

- To the extent they are capable, ensure workforce planning, rosters and resources meet patient and healthcare service requirements, whilst providing appropriate training opportunities and a reasonable work/life balance.
- Recognise the interdependence and value of all the contributions of the health workforce, their collegiality and the need for a team approach to the delivery of health care.
- Accept that all parties have responsibilities, obligations and accountability for their actions.
- Accept that the need to deploy resources appropriately may lead to a review of traditional job functions, the reallocation or substitution of tasks.
- Work towards enhanced job satisfaction for all employees.

1. Supporting national and local bipartite structures

Bipartite Action Group (BAG)

These structures substitute any existing comparable bi-partite structures.

National Bipartite Action Group (National BAG)

This relationship framework, and the undertaking of activities required by it, shall be overseen by a committee of representatives of the parties, known as the Bipartite Action Group (BAG). The parties will decide their respective membership with members representing NZNO, SFWU, PSA members and DHBs. All parties will have representatives at the National BAG meetings with sufficient status to enter into agreement on matters raised. BAGs will be chaired on a rotational basis by DHBs and the union parties. Both the DHBs and union parties will have the same number of votes with union parties deciding how their voting rights will be determined.

The committee will meet through voice and or video conferencing as required and hold face to face meetings at periods to be agreed but no less frequently than quarterly. DHBs are required to support the functioning of the BAG through ensuring parties are able to be released from other duties for this purpose.

The BAG will as necessary advise and participate in the work programme and or other initiatives of the Health Sector Relationship Agreement. It will determine the process on resolving individual and collective union and DHB issues. These will include implementation, application and interpretation issues that have a national relevance. It will also be the responsibility of the National BAG to support the ongoing activity of Local BAGs and to deal with any issues that are submitted from these groups through regular reports. The National BAG will agree on processes for its own operation and will circulate them as guidelines for Local BAGs.

All parties to the relationship have an interest in promoting the work of the BAG and will in the first instance seek to agree on the content and form of any communications relating to the work of the BAG. BAG may develop proposals / projects for the improvement of workforce practices and planning involving the DHB health workforce or receive such initiatives from others.

Secretarial services shall be provided by TAS.

Local BAGs

Where they do not already exist, a BAG will be established in each DHB. The local BAG will provide a forum for workers and their union to engage in discussions and decision making on matters of common relevance. This will not prevent unions discussing individual issues with the DHB directly. But where the issue/s have relevance to more than one union all relevant parties should have the opportunity to be present and be part of the decision-making process.

Issues discussed at local level should be focussed on improving productivity and efficiency of the DHB and instigating local change that will benefit the parties in the effective running of the DHB and wellbeing of employees.

2. Healthy workplaces

This BRF supports the principles and joint work contained in the Healthy Workplaces Agreement.

3. Change Management:

This clause provides a change management approach, and national oversight arrangements for management of change.

This approach is to be used where the change is multi-dimensional and will challenge the ability of existing change management clauses in this agreement to respond efficiently and effectively; and where the proposed change will impact at one or more of the following levels:

a) Nationally,

b) Regionally,

c) Across a number of DHBs, impacting on one or more unions,

d) Where changes are likely to result to the structure of employment relationships in the sector.

Either party may also make a request to the HSRA steering group to use this process. All parties to the HSRA steering group must then agree/disagree whether this approach is appropriate.

If it is agreed to use this process, the issue will effectively be placed with the HSRA Change Management Framework (CMF) sub-committee.

The CMF sub-committee will include union and DHB representatives appropriate to the change initiative.

The CMF sub-committee is tasked with making a considered decision on the processes to be used in the implementation of the policy or initiative and will provide a forum to decide the appropriate process for the change management.

The CMF sub-committee will ensure the change to be implemented in a coordinated fashion at the appropriate level across the sector and involve appropriate stakeholders as each situation requires.

Where this clause has been used, it will be considered to meet the requirements for consultation as detailed in this agreement. {refer to specific 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 Ministry of Business, Innovation, and Employment (MBIE) (or its successors) to appoint someone.

In the event that the parties cannot reach an agreed solution and unless the parties agree otherwise, after no less than two facilitation meetings, the third party will, after considering relevant evidence and submissions, provide a written but non-binding recommendation to the parties.

Nothing in this agreement shall have the effect of restricting either party's right to access statutory resolution processes and forums such the Employment Relations Authority or the Employment Court or seek other lawful remedies.

APPENDIX I - OCCUPATION & DHB SPECIFIC ALLOWANCES

1. Radio Pratique Allowance

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

      i. Hawke's Bay: $21.17

      ii. MidCentral: $21.38

      iii. Taranaki $27.32

      iv. Tairawhiti $21.59

      v. Bay of Plenty $22.45

2. Duly Authorised Officer (DAO) Allowances

   a. Capital & Coast

      There are three levels of payment when an employee is properly appointed as a DAO:

      i. $1,450 per annum, to each employee appointed as a DAO; and

      ii. $1,000 per annum paid to DAOs working in teams/ wards other than the Community Assessment & Treatment (CAT) team; or

      iii. $3,727 per annum, paid to DAOs working in the CAT team.

   b. Canterbury

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

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

      ii. Schedule A3 – Clinical Psychologists

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

   c. Otago

      i. Duly Authorised Officer means an employee appointed to undertake Duly Authorised Officer duties. Duly Authorised Officer has the same meaning as in the Mental Health (Compulsory Assessment and Treatment) Act 1992.

      ii. Employees on a rural Duly Authorised Officer roster who work on call shall be paid an on-call allowance as set out in Clause 4 of the Core MECA.

      iii. Employees undertaking Duly Authorised Officer duties shall be paid an annual allowance of $3,400 (pro rata for part time and casual employees).

iv. The quantum of the Duly Authorised Officer allowances shall be negotiated separately from the PTR Agreement negotiations.

3. Clothing Allowances

a. Tairawhiti

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

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

b. Bay of Plenty

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

c. Northland

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

d. Hawke's Bay

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

e. MidCentral

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

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

f. Wairarapa

An allowance of $3.20 per day (or proportionate part thereof for part time employees) shall be paid to Occupational Therapists for each working day on which, because of therapeutic requirements or in the interest of patient care/ rehabilitation, the occupational therapist is directed by their manager to wear civilian clothes instead of the normal occupational therapist uniform.

g. Whanganui

i. Where an employee is specifically instructed by the employer to wear clothes other than the uniform provided, during the course of their duties, an allowance of $3.51 allied health employees $3.41 mental health service employees per day (or proportionate part thereof for part time employees) will be paid.

ii. Letter of understanding (applicable to mental health service employees): The parties recognise that the clothing allowance above and Clause 14 of the Whanganui Schedule (Uniforms & Protective Clothing) of the regional MECA that applied 2005-07 have been incorrectly applied. Those employees receiving this allowance as at 25 September 2000 shall continue to receive it.

h. Capital & Coast – Social Workers & Psychotherapists

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

i. Canterbury

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

j. South Canterbury

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

k. Southland

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

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

iii. Civilian Clothing Allowance: An allowance of $3.21 per day (or proportionate part thereof for occupational therapists employed part-time) shall be paid for each working day on which, because of therapeutic requirements or in the interests of patient care/rehabilitation, an occupational therapist is directed by the employer to wear civilian clothes instead of the

normal occupational therapist uniform. Provided that this allowance shall not be payable to staff wholly or mainly employed in an administrative role or staff who, with the employer's permission elect to wear civilian clothing on duty.

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

4. Hawke's Bay DHB Springhill Residential Centre – Hostel Supervisors Sleepover Allowance

This applies to the Hostel Supervisors working at Springhill Residential Centre

1. Salary Scale

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

2. Hours of Work

1645 to 2300

2300 to 0600 (sleepover)

0600 to 0815

2.1. Ordinary hours of work

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

2.2. Penal rates

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

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

c) Night rate – applies to ordinary hours of duty (other than overtime) that fall between 2000hrs and 0600hrs from midnight Sunday/Monday to midnight Friday/Saturday and shall be paid at quarter time (T0.25) In addition to the ordinary hourly rate of pay.

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

3. Sleepover allowance – 2300 to 0600 (7 hours)

The sleepover will paid as an allowance equivalent to the minimum wage per hour times the rate of 7.00. Sleepovers are excluded from Clause 2 Hours of work provisions in the MECA and 2.2 outlined above. The sleepover does not attract overtime and penal rates, nor does the sleepover count as time worked for the purposes of overtime.

4. Furnishings

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

5. Maximum sleepover shifts

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

Appendix J - Dental/Oral Health Therapy Provisions

Salary Scales – Adjusted For Common Annual Divisors

Dental/Oral Health Therapists - with effect from 1 November 2021

Band/ Position	Step	Allied scale (2086 Divisor)	1950 Divisor	1903 Divisor	Northland DHB only 1890 Divisor	1885 Divisor	1846 Divisor
Advanced Clinician/ Advanced Practitioner/ Designated Positions	17	$116,082	$108,514	$105,898	$105,175	$104,897	$102,726
	16	$112,370	$105,044	$102,512	$101,812	$101,542	$99,442
	15	$109,907	$102,741	$100,265	$99,580	$99,317	$97,262
	14	$105,557	$98,675	$96,297	$95,639	$95,386	$93,412
	13	$101,208	$94,610	$92,329	$91,699	$91,456	$89,564
	12	$96,520	$90,227	$88,053	$87,451	$87,220	$85,415
	11	$91,366	$85,409	$83,351	$82,781	$82,562	$80,854
	10	$87,634	$81,921	$79,946	$79,400	$79,190	$77,551
	9	$85,099	$79,551	$77,633	$77,103	$76,899	$75,308
Additional Progression Step	8	$83,092	$77,675	$75,803	$75,285	$75,086	$73,532
Graduate to Experienced Clinicians	7	$80,130	$74,906	$73,100	$72,601	$72,409	$70,911
	6	$77,878	$72,801	$71,046	$70,561	$70,374	$68,918
	5	$74,805	$69,928	$68,243	$67,776	$67,597	$66,198
	4	$70,137	$65,564	$63,984	$63,547	$63,379	$62,068
	3	$65,471	$61,203	$59,727	$59,319	$59,162	$57,938
	2	$60,802	$56,838	$55,468	$55,089	$54,943	$53,807
	1	$56,135	$52,475	$51,210	$50,861	$50,726	$49,677

The 1890 divisor applies to Dental/Oral Health Therapists/Hygienists employed at Northland DHB and appointed to hours of work of 7 hours and 15 minutes / 36.25 hours per week to be worked between 6:00am and 6:00pm from Monday to Friday inclusive

Dental/Oral Health Therapists - with effect from 7 March 2022

Band/ Position	Step	Allied scale (2086 Divisor)	1950 Divisor	1903 Divisor	Northland DHB only 1890 Divisor	1885 Divisor	1846 Divisor
Advanced Clinician/ Advanced Practitioner/ Designated Positions	17	$118,982	$111,225	$108,544	$107,802	$107,517	$105,293
	16	$115,270	$107,755	$105,158	$104,439	$104,163	$102,008
	15	$112,807	$105,452	$102,911	$102,208	$101,937	$99,828
	14	$108,457	$101,386	$98,942	$98,266	$98,006	$95,979
	13	$104,108	$97,321	$94,975	$94,326	$94,077	$92,130
	12	$99,420	$92,938	$90,698	$90,079	$89,840	$87,981
	11	$94,266	$88,120	$85,996	$85,409	$85,183	$83,420
	10	$90,534	$84,631	$82,592	$82,027	$81,810	$80,118
	9	$87,999	$82,262	$80,279	$79,731	$79,520	$77,874
Additional Progression Step	8	$85,992	$80,386	$78,448	$77,912	$77,706	$76,098
Graduate to Experienced Clinicians	7	$83,030	$77,617	$75,746	$75,229	$75,030	$73,477
	6	$80,778	$75,512	$73,692	$73,188	$72,995	$71,484
	5	$77,705	$72,639	$70,888	$70,404	$70,218	$68,765
	4	$73,037	$68,275	$66,630	$66,174	$65,999	$64,634
	3	$68,371	$63,913	$62,373	$61,947	$61,783	$60,505
	2	$63,702	$59,549	$58,114	$57,717	$57,564	$56,373
	1	$59,035	$55,186	$53,856	$53,488	$53,347	$52,243

The 1890 divisor applies to Dental/Oral Health Therapists/Hygienists employed at Northland DHB and appointed to hours of work of 7 hours and 15 minutes / 36.25 hours per week to be worked between 6:00am and 6:00pm from Monday to Friday inclusive.

Dental Assistants – 1890 Divisor Northland DHB

Step	4-Nov-19		Step	1-Nov-21	7-Mar-22	
7	$51,150	->	5	$53,687	$56,314	A
6	$49,660	->	4	$52,197	$54,824	A
5	$48,214	->	3	$50,751	$53,378	A
4	$45,215	->	2	$47,752	$50,379	A
3	$41,787	->				
2	$38,569	->	1	$44,323	$46,951	A
1	$36,158	->				

Dental Assistants – 1846 Divisor

Step	4-Nov-19		Step	1-Nov-21	7-Mar-22	
7	$49,959	->	5	$52,437	$55,003	A
6	$48,504	->	4	$50,982	$53,548	A
5	$47,092	->	3	$49,569	$52,136	A
4	$44,162	->	2	$46,640	$49,207	A
3	$40,814	->				
2	$37,671	->	1	$43,292	$45,858	A
1	$35,316	->				

Translations to the new scale will be as per clause 5.4.2.

NB: The parties acknowledge the Dental Assistant scales for the 1890 and 1846 Divisors were transposed in the previous MECA.

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 J to capture variations agreed through the change process set out in the original 2007/08 settlement; an inadvertent omission from this Appendix does not negate any such local variation that has been agreed.

Dental/Oral Health Therapy specific provisions are outlined below, by DHB:

Notwithstanding the above, the limitations in the following DHB-specific provisions (or in side letters) at:

- MidCentral DHB
- Wairarapa DHB
- Whanganui DHB
- Bay of Plenty DHB
- Canterbury DHB
- West Coast DHB

that operate to effectively limit employment and hours of work to school-term time only shall not apply to any new employee engaged from 1 November 2018. New employees may be employed on the default working arrangements applying to other allied health professions as set out in the body of the MECA, specifically the standard 2086 annual hours basis of full-time employment and hours of work arrangements. This does not preclude the service and the new employee agreeing alternate arrangements to reflect service models and the employee's availability.

For clarity, the above change shall not impact on current employees at these DHBs, whose working arrangements will continue until, and unless, varied by agreement or through the relevant change management processes.

Hawke's Bay:

The following provisions are grand parented for Dental/Oral Health Therapists permanently employed at Hawke's Bay District Health Board as at 5 March 2012;

1. Annual Leave

    a) Dental/Oral Health Therapists employed in dental clinics shall be entitled to 35 working days annual leave (pro rata for part time staff) to be taken throughout the year as agreed by the manager.

    b) Dental clinics shall be closed at a time to be determined by the manager during the Christmas vacation. Dental/Oral Health Therapists can normally expect to have uninterrupted leave over the Christmas/New Year break.

    c) Hawke's Bay District Health Board may provide in-service training to meet CPD requirements under the New Zealand Dental Council.

    d) Where Hawke's Bay District Health Board does not organise such training or other activities Dental/Oral Health Therapists will be entitled to special leave on pay to meet CPD requirements.

    e) For safety reasons when school staff are not in attendance and Dental/Oral Health Therapists are required to be in the dental clinic, two employees will be present.

    All new Dental/Oral Health Therapists employed at Hawke's Bay District Health Board thereafter will have annual leave provisions and hours of work as per clause 2.0 and 6.0.

2. Dental/Oral Health Therapists Supervising Allowance.

    Charge Dental/Oral Health Therapists supervising new graduates in designated clinics shall be paid $1,623 per annum.

MidCentral:

1. Charge Dental/Oral Health Therapists In Designated Clinics

    Charge Dental/Oral Health Therapists supervising new graduates in designated clinics shall be paid $1,639 per annum.

2. Annual Leave.

Dental/Oral Health Therapists shall not be required to attend clinics on days when primary school teachers are not in attendance. However, they may be required to attend refresher and in-house courses on days when they are not required to attend clinics.

Taranaki:

1. **Annual Leave**

a) Dental/Oral Health Therapists employed by Taranaki District Health Board prior to 01 July 2010 will be grand-parented their existing entitlement to thirty-five (35) days annual leave (pro rata for part timer staff).

b) Dental/Oral Health Therapists employed by Taranaki District Health Board after to 01 July 2010 shall be entitled to thirty (30) days annual leave (pro rata for part-time staff). On completion of five (5) years recognised service (service as defined in clause 1.6), the employee shall be entitled to thirty-five (35) days annual leave (pro rata for part-time staff).

c) Annual leave is to be taken at mutually agreed times throughout the calendar year.

2. **Staff Safety**

a) For safety reasons and where mutually agreed, where either school staff (for mobile or facilities) or other health centre staff are not present (other than lunch-times or short duration absences) two employees will be present in a facility or mobile for it to open and operate.

3. **Dental Therapist and Dental Assistant Travel Reimbursement**

a) The following sub-clauses shall apply upon the employee being formally allocated and commencing work at a regional hub or satellite.

b) Where an employee is required to work at another location other than their allocated normal place or work, the employer shall initially endeavour to provide a TDHB fleet vehicle where practical.

c) Where an employee is required to use their own vehicle, a travel allowance shall be paid. The employer will reimburse mileage (at 70 cents per kilometre) where the employee has to travel further (to a temporary location except between Te Henui and Rangiatea community dental centres) than they would otherwise have to for their primary allocated place of work.

d) For travel circumstances outside of these, including travel to work on mobile dental units, separate provisions will be made.

4. **Professional Development Leave**

a) The employer acknowledges a commitment to supporting the continued safe practice of its workforce and to supporting opportunities for the development of knowledge and skills which will benefit the patient, organisational effectiveness and workforce.

b) From 01 August 2010, the employer shall grant professional development leave of up to 40 hours per calendar year for full-time employees (pro-rated to no less than 16 hours per calendar year for part-time employees) who are registered Dental/Oral Health Therapists. This leave is to enable employees to complete qualifications, CPD, and to attend courses that are relevant to the employer, and which facilitate the employee's growth and development.

c) Professional Development Leave is to be taken at mutually agreed times throughout the calendar year, rather than confined to school holiday periods

d) Prior approval of the employer must be obtained before taking professional Development Leave.

e) Professional Development Leave will be granted at T1 rates and shall not accumulate for one year to the next.

f) Any claim for expenses must be approved in advance and will be considered on a case by case basis.

g) The previously allocation clinical administration time (the first week of the third term) is not incorporated as part of the normal working hours/role.

h) Dental/Oral Health Therapists and Dental Assistants will have access to the TDHB/PSA PDF Fund with effect 01 August 2010, or mutually agreed earlier date.

Wairarapa:

1. Dental Therapist Additional Duty Allowance

The Dental/Oral Health Therapists group shall maintain a fund of a minimum value of $1,311 per annum. The amount of the allowance to be paid individually is determined by the number of additional duties unit points accumulated by a therapist over 12 months. Points are awarded on the following basis: -

- for every 100 children seen - 1 unit point
- for every 10 children seen thereafter - 0.1-unit point
- for each *extra duty performed - 1 unit point
- for each clinic and school serviced - 0.2-unit points.

To determine the dollar value of the unit points each year the total amount of the allowance fund is divided by the total unit points earned by all the therapists. Each therapist is then paid their individual allowance according to the number of unit points she/he has accumulated at the time of the December returns.

extra = xrays and buddying new employees.

Whanganui:

1. Allowances Charge School Dental/Oral Health Therapists in Designated Clinics

Charge Dental/Oral Health Therapists supervising new graduates in designated clinics shall be paid $1873.25 per annum.

2. School Dental/Oral Health Therapists Charge Allowance

An allowance of $104.79 per annum shall be paid to any school dental therapist who is placed in charge of one of the following patient groups:

- where the main treatment centre is located in a primary school and is located in a community with fluoridated water - 650 patients.
- where the main treatment centre is located in a primary school and is located in a community with non-fluoridated water - 450 patients.
- where the main treatment centre is located in an intermediate school of Form 1 to Form 2 and is located in a community with non-fluoridated water - 300 patients.

Note: For each 10 percent or part thereof, that the number of patients exceed the respective figures set out above the charge allowance shall be increased by 10 percent of the base allowance.

3. Annual Leave

Dental/Oral Health Therapists /Dental Therapy Assistants employed in dental clinics attached to schools shall not normally be required to attend clinics on days when primary school teachers are not in attendance.

However Full-time Dental/Oral Health Therapists /Dental Therapy Assistants will attend five clinic days per year during school holidays and part-time Dental/Oral Health Therapists /Dental Therapy Assistants will attend pro rata clinic days per year during school holidays, or during the school term on days not normally worked.

On days when primary school teachers are not in attendance and Dental/Oral Health Therapists /Dental Therapy Assistants are required to attend clinics on school property, two employees will always be in a clinic.

The employer will provide five days of in-service education per annum in school holidays, and it is expected that employees will not take leave without pay on these days.

Three of the in-service days will be scheduled to occur at the beginning of school holiday breaks to ensure uninterrupted leave for Dental/Oral Health Therapists /Dental Therapy Assistants. Two in-service days will be held on the two days prior to the end of the Christmas/New Year school holiday break.

Subject to the above, Dental/Oral Health Therapists /Dental Therapy Assistants can normally expect to have uninterrupted leave over the Christmas/New Year primary school closure.

Dental/Oral Health Therapists /Dental Therapy Assistants are able to take leave without pay providing such leave is mutually agreed between the Employer and the Employee.

<u>Waikato:</u>

1. School Holidays — applies to school Dental Therapists employed prior to 1 November 2018 who are based in school dental clinics / mobiles.

   a) On school holidays, or otherwise when teachers are no in attendance, school Dental Therapists may be required to attend school dental clinics, for purposes within the scope of school dental services, provided that at least one other member of the school dental service staff is present, and provided that a reasonable level of security exists within the dental clinic.

   b) Alternatively, on school holidays, or otherwise when teachers are not in attendance, school Dental Therapists may be required to do work within the scope of the school dental services including dental health promotion, enrolment, and in-service training and education.

   c) These provisions shall be used in such a way that the work requirements arising from them shall be spread fairly and reasonably among school dental therapists. Eight weeks prior notification of a requirement to work during school holidays shall be given to school Dental Therapists affected.

   d) During the term of this Agreement, the number of days used under these provisions for all work, including in-service training and education, shall be a maximum of ten days for each school Dental Therapist. This is pro rata for part time employees.

2. In the event of the normal school hours being extended by a school or all schools, the implications for the normal working hours of school Dental Therapists shall be addressed by the parties.

3. Mobile Clinic Allowance – applies to all Dental Therapists and Dental Assistants

A per annum allowance at a fixed aggregate amount of $5.00 shall be paid to any school Dental Therapist and Dental Assistant in one of the mobile dental clinics.

4. Dental Therapists employed before 1 November 2018 shall take their leave entitlements during the school holidays.

5. Recreation Leave for Dental Therapists

   a) Entitlement

      - Dental therapists employed before 30 June 1992 shall be granted two days (or four half days) "recreation leave" with pay per year.
      - Dental therapists employed after 30 June 1992 shall be granted one day (or two half days) "recreation leave" with pay per year.

   b) Subject to the employer's convenience, leave granted in a) above may be taken either for such recreational purposes as the employee wishes or during the period between Christmas & New Year.

   c) Employees will become entitled to recreation leave only after completion of 12 months' service and thereafter on the anniversary of appointment each year.

   d) Employees resigning or retiring are not to be paid for any recreation leave untaken at date of resignation or retirement.

   e) If untaken during any particular leave year, the recreation leave is to be cancelled, i.e. it may not be carried forward.

5. All Dental Therapists employed before 1 November 2018 will be offered the opportunity to transfer to the 2086 divisor and annual leave provisions in the body of the MECA. The DHB will consider each request on a case by case basis dependent on service delivery requirements. Dental Therapists who have transferred to these provisions and who later wish to reduce their hours will be deemed part time employees

<u>Tairawhiti:</u>

Annual Eye Test

Tairawhiti agrees to provide an annual eye test for Dental staff.

<u>Bay of Plenty:</u>

1. In-Service – Dental/Oral Health Therapists

   In-service of 10 days will be held at the beginning or end of a school holiday period with the dates to be determined at least eight weeks prior. Attendance at in-service will be on pay for both full time and part time staff.

2. Dental/Oral Health Therapists employed in Dental Clinics attached to schools shall not be required to attend clinics during primary school holidays. It is agreed that Dental/Oral Health Therapists shall take their full annual leave entitlement during the December/ January school holiday. However, by prior arrangement, providing a minimum of eight weeks' notice prior to school holidays is given, Dental/Oral Health Therapists may be required to attend inservice courses or carry out other relevant dental duties during school holidays up to a maximum of ten days in any year. This however does not apply to the December/ January school holiday period, apart from the closure and set-up days.

3. Dental Mobile Clinic

A per annum allowance at a fixed aggregated amount shall be paid to any Dental Therapist who is placed in charge of one of the mobile dental clinics, the respective amount of allowance being as prescribed annually by the employer for each such mobile clinic.

Northland:

1. Radiology Allowance

   A radiology allowance of $500 per annum, shall be paid to Dental/Oral Health Therapists designated to take x-rays.

2. Mobile Clinic Allowance

   An annual mobile clinic allowance, determined by the employer, shall be paid to Dental/Oral Health Therapists working out of mobile clinics.

3. Mentor's Allowance

   An allowance of $2,000 per annum shall be paid to Dental/Oral Health Therapists appointed by the Employer to mentor new Dental Therapy/Dental Hygienist graduates in designated clinics.

4. Travelling Reimbursement for Dental/Oral Health Therapists and Assistants

   When travelling to and from work, Dental/Oral Health Therapists and Assistants will be reimbursed for travel when they use their own car within their established positions. The mileage will be calculated from an agreed central location, with the first 20 kilometres per day being at the SDS Dental Therapist's own expense. Mileage in addition to the first 20 kilometres will be reimbursed at $0.75 per kilometre, which shall be paid fortnightly.

Lakes:

All Dental/Oral Health Therapists employed at Lakes DHB from 1 May 2015 will have their terms and conditions, including but not limited to the hours of work clause and annual leave, as per the main body of the MECA and will be employed on the 2086 divisor. The salary scale shall be the Allied & Public Health scale.

These provisions are for Dental/Oral Health Therapists employed at Lakes DHB who were employed with Lakes DHB as at 30 April 2015 and remain in continuous employment with Lakes DHB.

1. An allowance equivalent to $311.67 per annum shall be paid on an annual basis to each Dental Therapist employed at Lakes DHB prior to 1 May 2015 on a pro rata basis. This allowance replaces previously identified allowances at Lakes DHB.

2. Charge Dental/Oral Health Therapists in designated clinics shall receive an allowance of $40.38 per week pro rata when assigned to supervise a new graduate.

3. Dental/Oral Health Therapists employed at Lakes DHB before 1 May 2015 shall be required to work during school term and up to 10 days during the school holidays. By mutual agreement, school term working time may be swapped to school holidays. The days worked during school holidays will be used for in-service training, approved courses and conferences held on weekends, project work or providing dental treatment in appropriate clinics. The programme covering these days will be set by the Employer in conjunction with the employees. There will however need to be a negotiated contingency to meet any acute or requested needs, which may arise over these periods.

Nelson Marlborough:

1. Dental/Oral Health Therapists treating hospital patients in the Nelson or Wairau Hospital Dental Clinics will be paid a 50 cent per hour allowance for each hour worked in addition to their other remuneration.

2. Uniforms & Protective Clothing – Dental/Oral Health Therapists & Assistants

   a) All items of protective clothing supplied by the employer shall be laundered at the employer's expense, as and when required. Each case is to be determined on its merits by the employer. Employees will be paid $1.60 per working day in return for laundering their own protective clothing when the employer is unable to provide a laundry service

   b) The employer may approve the wearing of alternative uniforms with no obligations to the employer in accordance with Clause 17 of the core MECA and subclause a) above.

3. Leave and hours of work

   a) Annual leave for Dental/Oral Health Therapists and Dental Assistants will be in terms of the body of this MECA (i.e., 4 or 5 weeks depending on tenure).

   b) Full time employment will comprise an 8-hour working day. The divisor used for remuneration will be 2086 (prior to 1 August 2011, 1846, was applied).

   c) In addition to annual leave, NMDHB will provide Dental/Oral Health Therapists and dental assistants in the community dental service (former School Dental Service) with special leave on full pay for the 2 weeks Christmas closedown, together with the three working days immediately following the 2-week closedown period. This special leave will only be paid in respect of the days and times that would have been worked by the particular employee but for this closedown period.

4. Travelling Allowance

   Notwithstanding Clause 22.1 of the Core MECA, Therapists & Assistants required to work and stay overnight at Murchison will receive $60 per day plus accommodation.

<u>West Coast:</u>

1. Charge Allowance

   An allowance of $96.32 per annum shall be paid to any school dental nurse who is placed in charge of one of the following patient groups:

   - where the main treatment centre is located in a primary school and is located in a community with fluoridated water - 650 patients.
   - where the main treatment centre is located in a primary school and is located in a community with non-fluoridated water - 450 patients.
   - where the main treatment centre is located in an intermediate school or Form I to VII school and is located in a community with fluoridated water - 450 patients.
   - where the main treatment centre is located in an intermediate school or Form I to VII school and is located in a community with non-fluoridated water - 300 patients.

   Note: For each 10 per cent or part thereof, that the number of patients exceeds the respective figures set out above the charge allowance shall be increased by 10 per cent of the base allowance.

2. Charge Dental Nurses in Designated Clinics

   Charge Dental Nurses supervising new graduates in designated clinics shall be paid $1,721 per annum.

3. Mobile Clinic Allowance

A per annum allowance at a fixed aggregated amount shall be paid to any school dental nurse who is placed in charge of one of the mobile dental clinics, the respective amount of allowance being as prescribed annually by the department for each such mobile clinic

4. Annual Leave

Clause 6.1 of the Core MECA shall apply except that Dental/Oral Health Therapists employed in dental clinics attached to schools shall not be required to attend clinics on days when primary school teachers are not in attendance. However, they may be required to attend refresher and in service courses on days when they are not required to attend clinics. Leave shall be granted for 35 working days to be taken during primary school holidays as directed by the Employer.

Notwithstanding the above, in recognition of the West Coast District Health Board's intention to provide a dental service during the school holidays, Dental/Oral Health Therapists and the West Coast District Health Board undertake to reach a mutually acceptable arrangement to provide a dental service.

Canterbury:

The parties are currently collaboratively working on a project relating to hours of work and leave, specifically with the purpose of agreeing alternative provisions to allow extended hours of operation, in line with the expectations agreed in the Child Oral Health Business Case between the CDHB and the Ministry of Health.

In order to be able to undertake a trial implementation during the term of this agreement, a local variation may be agreed for a specified number of staff. It is envisaged that this project will be completed before the end of the term of this MECA by which time the parties will have agreed the new provisions in time for bargaining.

The parties are also discussing the matter of mileage and the private use of motor vehicles. Changes to the existing provisions in Appendix J may also be required.

1. Annual Leave

a) Dental/Oral Health Therapists and Assistants shall retain the annual leave entitlement that existed in the regional MECA prior to this Agreement coming into force.

b) Dental/Oral Health Therapists and Assistants shall not be required to attend clinics on days when primary schools are closed, and their absence shall be paid time off. They may be requested however to attend continuing education and in-service courses for no more than 3 days per annum as directed by the employer on days when clinics are closed provided one school term's notice is given. Dental/Oral Health Therapists and Assistants are required to take their annual holidays when primary schools are closed.

c) Notwithstanding the provisions of a) above, Dental/Oral Health Therapists and Assistants may by agreement between an individual employee and the employer attend work when primary schools are closed. When this occurs, the provisions of sub-clause 2.2.2 of the Core MECA (overtime) shall not apply but the employee will receive the ordinary hourly rate in addition to being paid the ordinary hourly rate.

2. Private Use of Motor Vehicle

For School and Community Dental Service employees only, the following provisions apply from the start of the school term in May 2005:

- One Board vehicle will be made available full-time within each of the three rural teams. This vehicle needs to be managed as per the CDHB Vehicle and Transport Policy. How this vehicle is utilised within the team, will be at the team's discretion.

- All approved work-related travel between clinics or other CDHB workplaces/ locations is to be reimbursed. This includes any travel specifically for the purposes of delivery of equipment between workplaces.
- Employees will be able to claim reimbursement of all work-related travel, including distances travelled to and from work, over 20 kilometres per day. This is to be claimed fortnightly and signed off by the relevant manager / coordinator before being forwarded to Payroll for processing. The parties acknowledge that this arrangement is in recognition of the travel requirements / service delivery needs that are specific and unique to the School and Community Dental Service and that this will not apply or be made to apply to any other service within the organisation.

Note: This subclause incorporates the terms of the agreement reached between the parties during 2005 in accordance with the developed and agreed principles relating to the reimbursement of travel expenses.

Southern DHB: Southland:

1. Annual Leave

   Dental/Oral Health Therapists and Dental Assistants are entitled to 4.6 weeks' annual leave per year, except that employees with 5 or more years of recognised service will instead be entitled to 5 weeks of annual leave per year.

2. Uniforms

   Each Therapist/ Assistant shall be provided with coveralls which shall remain the property of the employer and shall be laundered by the employer free of charge.

3. Relieving Dental Therapist Allowance

   The permanent occupant of the relieving dental therapist position is to receive an annual allowance of $772.65.

Southern DHB: Otago:

1. Annual Leave

   In accordance with the terms of the 5 July 2011 agreement between Southern DHB and the PSA, Dental/Oral Health Therapists and Assistants are entitled to 4.6 weeks of annual leave per year, except that employees with 5 or more years of recognised service will instead be entitled to 5 weeks of annual leave per year.

Hutt Valley:

1. Annual Leave - School Dental Service

   Employees are entitled to the annual leave provisions of the core MECA.

   Due to the special nature of the School Dental Service, employees are entitled to 30 days annual leave after the completion of one (1) year's service if the employee agrees to take all annual leave during the school holidays or alternatively employees can elect to take 10 weeks leave, during the school holidays, (30 days annual and 20 days special leave without pay) and have their salary pro-rated at 0.9231FTE (240 days per year) on an annual basis. Employees can elect either option in July each year, to take effect at the beginning of the following calendar year i.e. 1 January to 31 December.

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 Māori Workers / Health & Clinical Support Workers	Public Health	Assistants
Anaesthetic Technicians	A&OD Clinicians	Activities Officer	Drinking Water Assessors	Biomedical Technician Assistant
Anaesthetic Technician Trainees	Audiologists	Bone Density Scanners	Food Act Officers	Clinical Assistants
Audiology Technicians	Dental/Oral Health Therapists	Care Co-ordinators	Health Informatics	Dental Assistants
Audiometrists	Dietitians	Care Managers	Health Promotion	Dietitian Assistants
Biomedical Technicians	Dual Diagnosis Therapist/Clinician	CFMH Support Workers	Health Protection	Diversional Therapists
Clinical Engineers	Early Intervention Teachers	Child Birth Educators	Sampling Officers	Health Assistants
Charge ECG Technicians	Family Therapists	Community Health Workers (Māori Designated)	Smokefree Officers	Health Auxiliaries
Clinical Physiologists	Needs Assessors/ Service Co-ordinators (also under Health & Clinical Support Workers)	Consumer Advisors	Technical Officers	Hospital Dental Assistants
Clinical Physiology Technicians	Occupational Therapists	Counsellors		Hydrotherapy Assistants

Technical	Allied	Hauora Māori Workers / Health & Clinical Support Workers	Public Health	Assistants
Dental Technicians	Optometrists	Creative Therapists		Occupational Therapy Assistants
ECG Technicians	Orthoptists	Cultural Advisors		Pharmacy Assistants
Electrical Technicians	Paediatric Therapists	Diversional Therapists		Physiotherapy Assistants
Embryologists	Pharmacists (including interns)	Family Advisors		Public Health Assistants
Food Supervisors	Physiotherapists	Home Support Coordinators		Radiography Assistants
ICU/PICU Techs	Play Specialists	Instructors		Social Work Assistants
Maxillofacial technicians	Podiatrists	Lactation Consultants		Therapy Assistants
Medical Illustrators and Photographers	Professional Advisors	Māori Health Workers		
Medical Laboratory Scientists	Psychologists	Matua		
Medical Laboratory Technician Trainee	Psychotherapists	Mental Health Professionals		
Medical Laboratory Technicians	Social Workers	Needs Assessors/ Service Co-ordinators (also under Allied)		
Mobility Technicians	Specialist Assessors - wheelchair and seating	Occupational Therapy Instructors		
Mortuary Technicians	Speech Language Therapists	Recreation & Welfare Officers		
Neurophysiology Technicians	Visiting Neurodevelopment Therapists	Rehab Support Workers		
Ophthalmic Technicians		Rehab Therapists & Assistants		
Orthotic Technicians Productions				

Technical	Allied	Hauora Māori Workers / Health & Clinical Support Workers	Public Health	Assistants
Orthotists				
Pharmacy Technicians and Trainees				
Phlebotomists				
Physiology Technicians and Trainees				
Renal Dialysis Technicians (aka Clinical Physiologists (Dialysis))				
Scientific Officer				
Scientists				
Sonographers and Echo Sonographers				
Specimen Services Technicians				
Sterile Supply Technicians/ Assistants/ Coordinators/ Shift Leaders				
Vision & Hearing Technicians/ Testers /Technical Officers (incl. Newborn Hearing Screeners)				
Wheelchair technicians				

APPENDIX L – HEALTHY WORKPLACES

The parties to the DHB / CTU Health Unions National Terms of Settlement agree that all employees should have healthy workplaces.

Achieving healthy workplaces requires:

1. Effective care capacity management[1]; having the appropriate levels of staff, skill mix, experience, and resourcing to achieve a match between demand and capacity
2. Systems, processes and work practices that ensure efficient scheduling and a credible, consistent and timely response to variance in demand
3. A workplace culture between employees and their managers that reflects an understanding and actively advocates a balance between safe quality care, a safe quality work environment and organisational efficiency.
4. Recognition that everyone can be a leader by using the authority (expertise) vested in their role to participate and constructively engage with others.
5. The development of a learning culture that emphasizes employees at all levels being given the opportunity to extend their knowledge and skills, as identified in their performance development plans where they are in place.
6. Appreciation that good patient outcomes rely on the whole team and that teams need opportunities to work and plan together.
7. Having the right tools, technology, environment and work design to support health and safety and to ensure effective health care delivery. This includes the opportunity to be involved in the decisions about what is needed and when.

The parties agree that these seven elements should be evident in all DHB workplaces and apply to all employees, and agree to work jointly towards the implementation of them by the following:

- The parties agree to work together to establish a national framework for a whole of system approach to care capacity management which;
  - provides efficient, effective, user friendly processes and structures
  - provides centralized, multi stakeholder governance
  - is used consistently and effectively at all levels to manage and monitor care capacity
  - includes a core data set by which the health of the system is monitored and is used to inform forecasting, demand planning, and budgeting
  - includes consistent, credible, required responses to variance in care capacity
  - recognises the need for local solutions consistent with the principles of healthy workplaces
- Each party will undertake to promote and model behaviour that demonstrates productive engagement and builds a workplace culture that enables everyone to feel their contribution is

[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.

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.

Escalation Processes

Escalation will focus on the development of locally based variance response management processes.

The parties endorse the development of locally based variance response management processes and commit to constructive engagement with the Care Capacity Demand Management (CCDM) program within the Safe Staffing Unit for implementation.

The parties commit to developing these methodologies / tools throughout the term of this MECA.

Escalation Pathway for Allied, Public Health and Technical workload issues

The parties acknowledge their mutual interest in ensuring services across all settings are appropriately resourced so they can safely and effectively deliver care, or support the delivery of care, for patients, their families/whānau and communities. Resourcing includes the numbers, skill mix and deployment of staffing. Service-level Standard Operating Procedures (SOPs) for dealing with variance between staffing levels and demand will be developed with and understood by team members.

Where workload demand exceeds capacity, the following process shall be followed:

1. The member or team will notify their manager, who will implement the service's SOPs to alleviate the immediate workload issues.
2. Strategies that managers consider implementing may include but is not limited to:
    - Team huddles
    - Sourcing casual, cross-site, community and/or inter-team cover taking into consideration impact on service demand and workloads/capacity
    - Cancelling or deferring non-clinical activities
    - Extending hours, overtime -taking level of overtime required into consideration to ensure time for rest and recuperation. Ensuring staff breaks are scheduled into workloads

- Increasing the clinical load of the Clinical co-ordinator or other leadership/management roles
- Reviewing any emerging demand likely to impact service delivery in the service area that may require prioritised therapeutic interventions

d) Depending on the extent of the variance between capacity and demand, the Integrated Operations Centres or service leadership team will undertake the following actions:

- Operations Centre manager/service leadership team determines plan for immediate management and communicates with stakeholders – such plans may include cancellation or deferral of planned procedures or clinics
- Review staffing for next 24 hours
- Check with allied health, scientific and technical leaders that all demand data is up-to-date and accurately reflects current workloads, waiting lists, and acuity (where this exists)
- Checks the impact of forecasted demand for service provision for the next 24 hours against known capacity
- Checks capacity and demand for each team/ward/unit
- Mitigation plan documented and implemented

In the event that the steps above do not resolve the workload issue, the member or team will be supported to resolve the issue as follows:

1. The member or team will notify the most senior Allied Health Manager in the DHB as soon as immediately practicable, including a summary of the workload issue and steps already taken.
2. This manager will escalate to Executive team as per the SOPs
3. PSA and relevant Allied Managers will agree to an appropriate level of review or evaluation of the incident.

APPENDIX M - NATIONAL DHB/PSA ALLIED, PUBLIC HEALTH & TECHNICAL ENGAGEMENT FORUM

The parties agree to put the National Engagement Forum (NEF) into abeyance for the term of this MECAs and focus on local engagement through the Local Engagement Forums (LEFs). To support ongoing engagement at the national level, the PSA will have a standing invitation to meet with the Directors of Allied Health at their quarterly meetings to discuss national issues.

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-matter experts he or she considers necessary to inform the Forum's discussion on any specific agenda item.

DECISION MAKING

Every endeavour shall be made to achieve consensus in decision making. The Forum, having considered fully matters put to it, may make recommendations to the 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.

APPENDIX N – SONOGRAPHER SALARY SCALES

Sonographers with DMU

Step	1-Dec-18	2-Dec-19	2-Dec-20	2-Dec-21	
11	$119,646	$124,432	$128,165	$132,010	M
10	$116,219	$120,868	$124,494	$128,229	M
9	$113,127	$117,652	$121,182	$124,817	M
8	$110,036	$114,437	$117,870	$121,406	M
7	$106,945	$111,223	$114,560	$117,997	M
6	$103,854	$108,008	$111,248	$114,585	M
5	$100,763	$103,786	$106,900	$110,107	A
4	$97,673	$100,603	$103,621	$106,730	A
3	$94,582	$97,419	$100,342	$103,352	A
2	$91,492	$94,237	$97,064	$99,976	A
1	$88,400	$91,052	$93,784	$96,598	A

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

Progression to step 6 shall be through the operation of the Technical Merit Progression process detailed in Appendix B.

Designated positions shall be appointed to a minimum step 6. There shall be no automatic progression for designated positions. Progression to a higher step shall be through the operation of the Technical Merit Progression process detailed in Appendix B.

Sonographers - Trainees

Step	1-Dec-18	2-Dec-19	2-Dec-20	2-Dec-21	
2	$67,382	$69,403	$71,485	$73,630	A
1	$63,550	$65,457	$67,421	$69,444	A

Progression from step 1 to step 2 shall be by way of automatic annual increment.

APPENDIX O - ADDITIONAL PROVISIONS APPLYING TO ANAESTHETIC TECHNICIANS AT SPECIFIED DHBS

1. Coverage

This Schedule sets out provisions that apply to Anaesthetic Technicians employed at the following DHBs:

Bay of Plenty	Waikato
Capital and Coast	Northland
Canterbury	Nelson-Marlborough
Hawke's Bay	Southern
MidCentral	Lakes

2. **Expanded Practice – Definition**

Expanded Practice" means an Anaesthetic Technician who has a Medical Sciences Council-endorsed expanded practice specification on their APC and is required by the employer to perform such expanded practice activities as part of their regular duties. Such individuals shall be paid a minimum of step 9 on the salary scale per clause [X-ref].

3. Emergency Calls

The parties acknowledge and accept that given, the nature of the health sector and patient demand, there may be emergencies where planned capacity is insufficient, and staff (including Anaesthetic Technicians) need to be called on to provide service outside their normal working time.

Where there is a pattern of regular – twice or more in a four week period – instances of off duty Anaesthetic Technicians being called back to theatre to support an emergency/unplanned event, then the service and Anaesthetic Technicians will review the extent of after-hours cover and take steps to address any identified gaps in this cover – these steps could include introducing a night shift, extended hours shifts, providing a second on call, or utilizing an alternate, suitably qualified workforce to support the Anaesthetic Technician(s) on call.

If after the first instance of the above review being triggered, the service,

1. has not developed a plan – in consultation with its Anaesthetic Technicians – to address the matter within two months, or
2. has not implemented the resulting plan to address the matter within three months

Then from the relevant date under 1 or 2 above, the following shall apply:

Where an Anaesthetic Technicians who is not on duty or on call has left their workplace for the day and returns to work at the request of their service to assist with an emergency or unplanned event then they shall be paid $150 in addition to the standard call-back arrangements in clause 3.1.

4. Continuing Professional Development

These provisions replace the provisions of clause 21 at the listed DHBs for Anaesthetic Technicians (including Trainee Anaesthetic Technicians)

4.1 The employer acknowledges a commitment to supporting the continued safe practice of its workforce and to supporting opportunities for the development of knowledge and skills which will benefit the patient, organisational effectiveness, and workforce.

4.2 The employer shall grant professional development leave of up to 20 hours per calendar year for full time employees that can be accumulated up to two years (maximum of 40

hours). This amount shall be pro-rated for part-time employees where they have concurrent employment as an Anaesthetic Technician, including with another DHB.

4.3 Grants, scholarships, reimbursement and leave practices in existence prior to this collective agreement, shall continue in place in DHBs where they apply.

4.4 Professional development leave will be granted at T1 rate and can apply on weekends or off duty days

4.5 Where the employer requires employees to attend classes of instruction or examinations as part of their education the time so occupied shall be deemed to form part of their hours of work.

4.6 Continuing Professional Development (CPD) Committee

Each DHB shall establish a CPD Committee to identify priorities and provide advice on professional development activity for the DHB's Anaesthetic Technician workforce.

This Committee will include both APEX and PSA representations.

4.7 Professional Association Fees

The employer will reimburse professional fees to the NZATS to a maximum of $170 for employees at Lakes, MidCentral, Canterbury and Southern DHBs

APPENDIX P-– MEDICAL PHYSICISTS SCALES

1. Definitions

"Medical Physicist" means an employee who performs diagnostic and/or therapeutic medical physics concerned with cancer treatment, medical imaging, radiation protection, ophthalmology and any other areas primarily involving ionizing and non-ionizing radiations.

"Registrar in medical physics" (Medical Physics Registrar) means a person appointed on a fixed term basis within a DHB to allow that employee to undertake training under a recognized postgraduate training programme by the ACPSEM (Australasian College of Physical Scientists and Engineers in Medicine).

Employment ceases on completion of the training programme or on leaving the training programme unless the employee is offered continuing employment as a medical physicist.

2. Salary Scales

Medical Physicists	Step	7-Sep-20
	15	$155,869
Chief Physicist min step	14	$150,803
	13	$144,614
	12	$139,550
Principal Physicist min step	11	$136,174
	10	$132,797
	9	$129,422
	8	$126,045
	7	$120,932
Senior Physicist min step	6	$117,031
	5	$113,130
	4	$109,229
	3	$105,328
	2	$101,427
Medical Physicist	1	$97,527

Medical Physics Registrars	Step	7-Sep-20
PhD/MSc only	6	$79,601
	5	$74,780
	4	$69,955
PhD minimum	3	$65,842
MSc minimum	2	$62,736
	1	$59,630

3 Operation of salary scales

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

3.2 Medical physicists shall move through their scale by automatic annual increment to step 7. Thereafter progression shall be on merit, dependent on job content, skill shortage,

responsibilities of the position, or the employee's level of performance. Progression shall recognise that clinical skill, knowledge and responsibility, as well as managerial and leadership responsibilities shall be rewarded.

3.3 Senior medical physicists shall be paid a minimum step 6 and move through their scale by automatic annual increment to step 7. Thereafter progression shall be on merit, dependent on job content, skill shortage, responsibilities of the position, or the employee's level of performance. Progression shall recognise that clinical skill, knowledge and responsibility, as well as managerial and leadership responsibilities shall be rewarded.

3.4 Principal medical physicists shall be paid a minimum step 11 and shall move through the scale by automatic annual increment to step 12.

Thereafter progression shall be on merit, dependent on job content, skill shortage, responsibilities of the position, or the employee's level of performance. Progression shall recognise that clinical skill, knowledge and responsibility, as well as managerial and leadership responsibilities shall be rewarded.

3.5 Chief Physicists/Team Leader shall be paid a minimum step 14. Thereafter progression shall be on merit.

3.6 Medical Physicists who are not accredited by ACPSEM (or an equivalent accreditation acceptable to the DHBs) will not be able move through the salary scale beyond step 5. Where a non-accredited Medical Physicist is already on a step higher than step 5 their salary will be grand parented along with their current progression criteria.

3.7 Except that:

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

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

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

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