WAITAKI DISTRICT HEALTH SERVICES
MEDICAL RADIATION TECHNOLOGISTS
COLLECTIVE AGREEMENT

4 December 2007 to 30 September 2009
# ARRANGEMENT

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WAITAKI DISTRICT HEALTH SERVICES
MEDICAL RADIATION TECHNOLOGISTS
COLLECTIVE AGREEMENT

PART ONE - APPLICATION OF COLLECTIVE AGREEMENT

This Agreement is made pursuant to the Employment Relations Act 2000.

1.0 PARTIES

1.1 This Collective Agreement shall apply to all employees who are employed or engaged to be employed for the purposes of diagnostic imaging, ultrasound, nuclear medicine and magnetic resonance imaging using ionising radiation, radio nuclides, magnetic resonance and ultrasound technologies for the purposes of diagnosis, evaluation, development, undertaking and/or assisting in interventional procedures, and/or associated duties, including but not restricted to the following designations:

Medical Radiation Technologists (including Grade, Staff, Professional Technical Advisors, Mammographers, Cardiology Radiographers, and MRI and Nuclear Medicine Technologists, Team Leaders / Coordinators), Darkroom Technicians, Radiology Clinical Assistants, Student Medical Radiation Technologists, Sonographers or Student/Trainee sonographers, and any employee substantially employed as one of the above but who may from time to time use different titles.

1.2 The parties to this Collective Agreement are:
   a) WAITAKI DISTRICT HEALTH SERVICES (hereinafter referred to as “the employer”)
   b) APEX (hereinafter referred to as “the union”)

1.3 This Agreement shall be binding on the parties to it.

1.4 The parties agree that any Employee who is engaged by the employer from the date this Agreement comes into effect and the expiry of this agreement shall, in the first instance, be offered in writing the opportunity to become a party to this Agreement.

2.0 DEFINITIONS

In this Agreement unless the context otherwise requires:

"Casual employee" means an employee who has no set hours or days of work and who is normally asked to work as and when required.
"Charge" means an employee who is appointed by the employer to be in charge of a department or staff.

“Clinical Assistant” means an employee who directly assists MRT’s in medical imaging procedures, and performs ancillary duties that do not require registration under the HPCA.

“Clinical Tutor” means a qualified MRT who is responsible for the teaching of students on behalf of a recognized training provider and is wholly or mainly employed in that work for a proportion of their work.

“Dark Room Technician” means an employee wholly or mainly employed in the developing of other such processing of non digital materials.

"Day” means a 24 hour period from the normal starting time of the DHB.

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

“Emergency circumstance” means a natural disaster or civil emergency.

“Hourly Rate of pay” shall be as follows corrected to three decimal places of a dollar of the yearly rate of salary payable:

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“Mammographer” means an employee who has skills in mammography and has the New Zealand Institute Medical Radiation Technologists (NZIMRT) certificate in mammography.

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

"Qualified medical radiation technologist" is a medical radiation technologist who has passed an examination that is approved by the Medical Radiation Technologists Board (or equivalent) as a registerable qualification.

“Unit or Area Charge” means an employee supervising an independent department in each of which imaging equipment is operated for the purpose of examination or treatment (e.g. angiography, CT, mammography, Nuclear Medicine, ultrasound, MRI, plain films, PACS), or any other employee who by reason of special duties or responsibilities is for the purposes of this Agreement designated as such by the employer.

“Service” means all service as a medical radiation technologist, student medical radiation technologist, mammographer, sonographer, trainee sonographer, dark room technician, MRI technologist, nuclear medicine technologist, clinical assistant, in health and service teaching radiation technology and/or sonography unless specifically stated
otherwise in this collective agreement. Provided that existing employees shall have all previous service under a previous employment agreement recognised.

“Shift Work” is the same work performed by 2 or more employees or 2 or more groups of employees working successive periods

“Sonographer” means an employee who has been registered and passed an examination that is approved by the Medical Radiation Technologists Board (or equivalent) to practice by the Board.

“Specialist ” means:
(a) an employee who has qualifications in MRI or nuclear medicine and undertakes specialised skills or procedures requiring additional training or, who is involved in the teaching of qualified staff in MRI or nuclear medicine.
(b) a sonographer who has qualifications and / or performs a special role (e.g. reporting on work that clinicians act on immediately), or is involved in non-invasive tests (e.g. Treadmill, ABPI, Liver transplant duplex, tertiary level scans) or teaching special skills to qualified sonographers.

"Student" means a person who whilst employed is concurrently undergoing a course of training leading to a qualification in Medical Radiation Technology that is recognised by the Medical Radiation Technologists Board (or equivalent) as registerable.

"Team Leader / Operations Coordinator / Grade medical radiation technologist’ means a charge medical radiation technologist.

“Trainee Sonographer, MRI Technologist or Nuclear Medicine Technologist” means a person who whilst employed is concurrently undertaking a post graduate qualification in the relevant scope of practice as recognized by the Medical Radiation Technologist Board including for sonographer trainees the Australasian Society of Ultra Sound Medicine (ASUM) Diploma of Medical Ultrasound (DMU) or equivalent qualification as recognised by the Medical Radiation Technologist Board.

"Training school" means an institution recognised by the Minister of Education as a training school for medical radiation technologists.

“Week” shall be 7 consecutive days, commencing on a Monday.

"Whole time employee" means an employee who works not less than the basic hours set out under "hours of work’ in this Agreement.
PART TWO - PROVISIONS RELATING TO HOURS OF WORK

3.0 HOURS OF WORK / ROSTERING / SAFE STAFFING

Preamble:

The employer is required to take all practical steps to prevent harm occurring to employees from the way work is organised. The employer is committed to safe staffing levels and appropriate skill mix. There shall be regular monitoring and any identified staffing deficiencies shall be addressed.

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.

Ordinary Hours of Work shall be as follows:

3.1 Ordinary hours of work shall be:
   a. 70, 75 or 80 per fortnight or
   b. 35, 37.5 or 40 per week,
   and not more than seven, seven and a half or 8 hours per day.

An employee shall be entitled to:

- For subclause a. above either 2 periods of 2 consecutive days off each fortnight, or by mutual agreement 3 consecutive days off (inclusive of a weekend) and one further day off during the fortnight.
- For subclause b. above 2 consecutive days off each week.

Provided, however, that in emergency circumstances, the employer may require an employee to work at other times and for periods other than those specified.

Except that the employer and employee may by mutual agreement work up to 10 hours per day. Such an agreement must be recorded in writing and must involve the prior consultation with APEX.

3.2.1 Individual employees with agreed weekly ordinary hours prior to the coming into force of this agreement, that are different from that listed, shall continue to have those weekly ordinary hour apply.

3.3 Rosters will be notified not less than 28 days prior to the commencement of the roster and show duties for a minimum eight week period, provided that less notice may be given in exceptional circumstances.

3.4 The normal working week shall commence on Monday at the normal starting time of the employer.

3.5 Each daily duty shall be continuous except for meal periods and rest breaks.
3.6 Employees may change duties one with another by mutual arrangement and with the prior approval of the employer. This approval will not be unreasonably withheld. In most circumstances the change must be with an employee of equivalent skills. When a change of duty is made due to service demands or by the employer within 24 hours of the duty being worked, the duty shall be paid at overtime rates for all hours worked.

3.7 Night rosters shall provide for a sleep day (that being the 24 hour period following the cessation of the night duty and not being a rostered day off) and as a minimum one further day off after any period of consecutive night duties.

3.8 Any of the hours of work provisions prescribed in this clause may be varied by agreement in writing between the employer, the employees directly affected and APEX.

3.9 **Maximum Consecutive Days**
An employee shall not be required to be on duty for more than 7 consecutive days unless otherwise mutually agreed and will be entitled to 2 periods of 24 hours off duty each week unless otherwise mutually agreed.

3.10 The parties accept that they may move to ordinary hours of 70, 75 or 80 per fortnight by mutual agreement between the employer and APEX. Such agreement shall be recorded in writing.

4.0 **MEAL PERIODS AND REST BREAKS**

4.1 Except when required for urgent or emergency work and except as provided in 4.3 below, no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.

4.2 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.

4.3 An employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time.

4.4 Except where provided for in 4.3 above an employee unable to take a meal after five hours' duty shall be paid at time-half rate in addition to normal salary from the expiry of five hours until the time when a meal can be taken. Except that on Saturdays, Sundays and Public Holidays an employee shall be paid at time half (T1/2) in addition to normal salary.

4.5 During the meal break or rest breaks prescribed above, free tea, coffee, milo, milk and sugar shall be supplied by the employer. Where it is impractical to supply tea, coffee, milk, milo and sugar free of charge, an allowance of $11 per week in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay.
PART THREE - RATES OF REMUNERATION

5.0 SALARIES AND WAGES

Employees shall be paid according to the following minimum salary scales.

5.1 Medical Radiation Technologists (excluding Sonographers, MRI Technologists and Nuclear Medicine Technologists).

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Effective 1/3/08

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### Progression

**5.1.1** Progression from Steps 1 to 6 shall be by automatic annual increment.

**5.1.2** Progression beyond Step 6 shall be dependent on job content, skill shortage, responsibilities of the position, and the employee’s level of performance. Progression shall recognise that clinical skill, knowledge and responsibility, as well as managerial and leadership responsibilities shall be rewarded.

**5.1.3** Provided that any employee who is a:

a) Charge Medical Radiation Technologist shall be paid a minimum of Step 13.

b) Unit/Area Charge shall be paid a minimum of Step 10.

c) Clinical Tutor shall be paid a minimum of step 8 for the proportion of time employed to undertake the clinical tutor duties.

**5.1.4** To recognize increased skills and flexibility those employees (subject to subclause 5.1.4.1 below) who are available and work across more than one skill set, or achieve a relevant post graduate diploma (or equivalent) in diagnostic general imaging, shall be entitled to be paid two steps above their existing salary. For the purposes of this clause a skill set shall include:

- CT, Angiography, PACS administration, mammography, plain films (including CR).

**5.1.4.1** Except that:

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(a) Nothing in this clause shall require an employee to be available to work in more than one skill set where agreement between the individual employee and employer to work in only one skill set exists.
(b) Employees who only work in plain film with no post graduate diploma (or equivalent) shall not receive two steps.
(c) Nothing in clause 5.1.4 shall apply to unit, area charge or charge MRTs.

5.2 Recognition of previous service for salary purpose shall include all service as defined in clause 2. In addition where an employee has not worked as they have undertaken a course of study approved by the Employer, that period shall be regarded as continuous service.

5.3 Employees (from overseas) who are completing registration requirements shall be paid as a minimum $40,000, $37,500 or $35,000 per annum (for 40, 37.5 or 35 hour ordinary hours respectively) when performing work.

5.4 MRI and Nuclear Medicine Technologists:

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MRI and Nuclear Medicine Technologists

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Trainee MRI and Nuclear Medicine Technologist

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<tr>
<th>Step</th>
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<td>88,318</td>
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MRI and Nuclear Medicine Technologists

<table>
<thead>
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<td>Step</td>
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<tr>
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</table>

5.4.1 Movement through Steps 1-5 of the scale shall be by automatic annual increments.

5.4.2 Progression beyond Step 5 shall be dependent on job content, skill shortage, responsibilities of the position, and the employee’s level of performance. Progression shall recognise that clinical skill, knowledge and responsibility, as well as managerial and leadership responsibilities shall be rewarded.

5.4.3 The minimum step payable to a specialist, unit or area charge shall be step 6.

5.4.4 The minimum step payable to a charge MRI Technologist and Nuclear Medicine Technologist shall be step 8.

5.4.5 All service as a MRI Technologist or Nuclear Medicine Technologist, trainee MRI Technologist or Nuclear Medicine Technologist, MRT and all periods of service in the employ of a DHB, CHE, HHS, Area Health Board, a separate institution or the crown in New Zealand shall be counted when determining the commencing step on the salary scale.

5.4.6 Notwithstanding the rates of salary specified above after having regard to the educational qualifications, and experience of a person appointed to this scale, the employer may pay a commencing salary higher than the first step (note: Whilst undertaking training towards qualification as a MRI or Nuclear Medicine Technologist, employees will continue to be employed on the MRT scale or the trainee scale above, whichever is the higher rate).

5.4.7 Where a trainee nuclear medicine technologist successfully completes Part I of the programme recognised by the Medical Radiation Technologists Board, plus completes six months current practical experience, or has gained 50% of the

And Waitaki Health Services MRT SECA 4 December 2007 to 30 September 2009 –
credit units of the programme recognised by the Medical Radiation Technologists Board in Nuclear Medicine, they shall advance to Step 2 of trainee nuclear medicine technologist salary scale.

5.4.8 Trainee MRI technologists shall advance to Step 2 of trainee MRI technologist salary scale when either of the following occurs:
a. The employee commences on the on call roster, or
b. The employee successfully completes a MRI post graduate certificate or equivalent and has completed a further six months practical experience as a trainee MRI technologist.

5.5 Sonographers:

<table>
<thead>
<tr>
<th>Step</th>
<th>40 hours</th>
<th>37.5 hours</th>
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<tbody>
<tr>
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Sonographers

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<td>53,586</td>
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Trainee Sonographers

<table>
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Effective 1/3/08

<table>
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<th>37.5 hours</th>
<th>35 hours</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>2</td>
<td>69,931</td>
<td>65,560</td>
<td>61,190</td>
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Sonographers

<table>
<thead>
<tr>
<th>Step</th>
<th>40 hours</th>
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<th>35 hours</th>
</tr>
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<tbody>
<tr>
<td>1</td>
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<tr>
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<td>55,193</td>
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Trainee Sonographers

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Effective 1/3/09

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</thead>
<tbody>
<tr>
<td>10</td>
<td>90,967</td>
<td>85,282</td>
<td>79,596</td>
</tr>
</tbody>
</table>
5.5.1 Movement through Steps 1-5 of the scale shall be by automatic annual increments.

5.5.2 Progression beyond Step 5 shall be dependent on job content, skill shortage, responsibilities of the position, and the employee’s level of performance. Progression shall recognise that clinical skill, knowledge and responsibility, as well as managerial and leadership responsibilities shall be rewarded.

5.5.3 The minimum step payable to a specialist, unit or area charge shall be step 6.

5.5.4 The minimum step payable to a charge sonographer, shall be step 8.

5.5.5 All service as a sonographer, trainee sonographer, MRT and all periods of service in the employ of a DHB, CHE, HHS, Area Health Board, a separate institution or the crown in New Zealand shall be counted when determining the commencing step on the salary scale.

5.5.6 Notwithstanding the rates of salary specified above after having regard to the educational qualifications, and experience of a person appointed to this scale, the employer may pay a commencing salary higher than the first step (note: Whilst undertaking training towards qualification as a sonographer, employees will continue to be employed on the MRT scale or the trainee scale above, whichever is the higher rate).

5.5.7 Except that all trainee sonographers with the successful completion of DMU1 (or equivalent) and one years employment as a trainee sonographer, shall move to step 2 of the trainee sonographers scale.

5.6 Clinical Assistants and Dark Room Technicians

<table>
<thead>
<tr>
<th>Step</th>
<th>40 Hours</th>
<th>37.5 Hours</th>
<th>35 Hours</th>
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</thead>
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<tr>
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<tr>
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<td>24,490</td>
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### Effective 1/3/08

<table>
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<th>35 Hours</th>
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</thead>
<tbody>
<tr>
<td>Merit 2</td>
<td>36,780</td>
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<td>32,182</td>
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<td>Merit 1</td>
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### Effective 1/3/09

<table>
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</table>

5.6.1 Movement through Steps 1-4 of the Clinical Assistants and Dark Room Technicians scale shall be by automatic annual increments.

5.6.2 Progression beyond Step 4 shall be dependent on job content, skill shortage, responsibilities of the position, and the employee’s level of performance. Progression shall recognise that clinical skill, knowledge and responsibility shall be rewarded.

5.6.3 Recognition of previous service for salary purpose shall include all service as defined in clause 2. In addition where an employee has not worked as they have undertaken a course of study approved by the Employer, that period shall be regarded as continuous service.

5.7 Employees on full-time study leave with or without pay shall continue to receive annual increments to which they would otherwise be entitled.

5.8 Part-time employees - A part-time employee shall be paid a rate of salary representing the proportion of the salary payable in respect of full-time employment.

### 6.0 EMPLOYMENT OF STUDENTS

6.1 The parties to this Agreement agree that students employed in terms of this Agreement will be released on leave to attend the relevant classroom based training at a training school, i.e. students will be paid the rate laid out below for those hours required to be on duty.
<table>
<thead>
<tr>
<th></th>
<th>$ per hour</th>
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</thead>
<tbody>
<tr>
<td>Year 3</td>
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<td>Year 2</td>
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</tr>
<tr>
<td>Year 1</td>
<td>12.23</td>
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Effective 1/3/08

<table>
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</thead>
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<tr>
<td>Year 2</td>
<td>13.54</td>
</tr>
<tr>
<td>Year 1</td>
<td>12.59</td>
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Effective 1/3/09

<table>
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<th></th>
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</thead>
<tbody>
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</tr>
<tr>
<td>Year 2</td>
<td>13.94</td>
</tr>
<tr>
<td>Year 1</td>
<td>12.97</td>
</tr>
</tbody>
</table>

Progression will be by annual increments, subject to satisfactory performance.

6.2 Other than as provided in 6.1, students will be treated as part-time employees and entitled to all other conditions of employment on a pro rata basis. Students' clinical experience shall have three facets:

6.2.1 Students may be rostered on pay for any 7, 7.5 or 8 hour shift between 0700 - 2230 Monday - Friday during the academic term.

6.2.2 Students employed will be engaged for 9 weeks paid employment during semester breaks. Shifts worked may be between 0700 - 2230.

6.2.3 Students may be requested to work rostered weekend shifts throughout their training period, including semester breaks. These shifts are paid in accordance with 6.1 and other relevant provisions of this SECA, and are deemed to be part of the students' training programme.

6.2.4 Rostered duties shall be determined through consultation between the student and the employer.

6.3 Minimum Adult Rate / Progression -

6.3.1 Appointees aged 20 and above shall be appointed to step 3.

6.3.2 Appointees aged less than 20 shall:
(a) be appointed to appropriate step;
(b) progress by annual increments to the maximum.

6.3.3 Appointees on less than step 3 shall progress to step 3 on their 20th birthday.

7.0 OVERTIME AND PENAL TIME
7.1 Overtime is time worked in excess of eight (8) hours per day or eighty hours per
fortnight as authorised in advance by the Manager. Employees agree to work a
reasonable amount of overtime on occasion if required by the employer to do so.

7.1.1 Overtime will be paid at time and one half (T1.5) of ordinary rate for the first
three hours worked, thereafter double time (T2).

7.2 Penal time is defined as time (other than overtime) worked within ordinary hours
on a Saturday or Sunday. Penal time shall be paid in addition to normal salary.

(ii) Weekend rate – shall be paid at half time (T0.50) in addition to the
ordinary hourly rate and applies to hours (other than overtime) worked
after midnight Fri/Sat until midnight Sun/Mon.

(iii) Public holiday rate – shall be paid at time one (T1.0) in addition to the
ordinary hourly rate and applies to hours worked on a public holiday.

(iii) Overtime and night, weekend or public holiday rates shall not be paid in
respect to the same hours, the higher rate shall apply.

7.3 Overtime and penal time shall not be paid in respect of the same hours.

7.4 Night Allowance

7.4.1 Night rate – An employee whose normal hours of duty fall between 2000 hours
and 0700 hours will be paid at time one quarter of the normal hourly rate of pay
(T0.25) in addition to normal salary for all hours which so fall provided that:

(i) The rate is to be calculated on the ordinary time hourly rate;

(ii) The minimum payment under this provision shall not be less than
payment for two hours at T 0.25 of the normal hourly rate even if the part
of a shift which falls between the hours of 2000 hours and 0600 hours is
less than two hours worked.

7.4.2 Night rate is not to be paid when overtime is being worked or a penal rate is
payable.

7.4.3 Night Allowance - In addition an employee who is rostered to work night shifts
where the substantial number of hours falls between 2200 and 0700 the following
day, shall be paid a night rate allowance of $25.00 per night for that shift.

7.5 Minimum Break Between Spells of Duty

7.5.1 A break of at least nine continuous hours must be provided wherever possible
between any two periods of duty of a full shift or more.
7.5.2 Periods of a full shift or more include:

(i) Periods of normal rostered work; or

(ii) Periods of overtime that are continuous with a period of normal rostered work; or

(iii) Full shifts of overtime/call-back duty.

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

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

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

7.5.6 Time spent off duty during ordinary hours solely to obtain a nine-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.

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

8.0 WEEKEND WORK PENALTY CLAUSE

8.1 For the purpose of this clause a weekend duty means period on call or on duty in which the majority of hours fall between 1630 hours Friday and 0800 hours Monday.

8.2 Where an employee is rostered to work one or more duties on three consecutive weekends, then a penalty payment of $250 per weekend, for the third and subsequent weekends shall apply until there has been one weekend completely unworked or rostered. This Clause shall apply to On Call work in weekends.

This clause shall not apply to employees who are employed to work solely on weekends or where fixed ordinary hours/days of work include a weekend (non rotating). Except that for employees who are currently employed to work solely on weekends, or where the fixed ordinary hours/days of work include a weekend (non rotating) this clause shall take effect from 1/7/2008.

9.0 ON CALL
9.1 Where an employee is instructed to be on call during normal off duty hours an on call allowance as per the following table shall be paid while on call.

<table>
<thead>
<tr>
<th>$ per hour on call, per roster, per employee per day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Midnight Sunday to Midnight Friday - $2.50</td>
</tr>
<tr>
<td>Midnight Friday to Midnight Sunday and on a public holiday - $4.00</td>
</tr>
</tbody>
</table>

9.2 When an employee is required to be on call, a cell phone shall be made available to the employee for the period of the on call period, at no expense to the employee.

9.3 Where practicable an employee who is instructed to be on call should report on duty within 30 mins.

9.4 Employees who are on call will accrue additional leave at a rate of 1 day leave for every 230 qualifying hours on call, up to a maximum of 5 days leave (1150 qualifying hours on call) per annum.

9.5 Where an employee is called back to duty outside that employees rostered hours of work the employer shall at their discretion either:
   - Provide the employee with transport;
   - Reimburse the employee for actual and reasonable travelling expenses;
   - Where the employee uses their private vehicle they shall be reimbursed at the applicable IRD rate.

Note: This is to and from duty.

9.6 Computer calls: Where the employer requires an employee to log on to the employers computer system, having left their place of employment, they shall be paid a minimum of three hours at T2, on the same terms as set out in this clause.

9.7 Part-time employees (call-backs) - Where part-time employees are part of an official on call roster and are called out from their place of residence, they shall be paid on the basis of a minimum number of two hours at the appropriate rates. The length of the call would be measured in respect of actual time worked and travelling time from the place of call to the place of duty and return to the place of call or residence. The minimum payment prescribed shall apply to each recall, except that:

   (a) call-outs commencing and finishing within the minimum period covered by an earlier call-out shall not attract any additional payment

9.8 Nuisance calls: Where an employee is called by the employer when not rostered on call or duty but having left the place of employment, the employer shall incur a penalty of $250, per such call made. The employee shall report the incident to
their service manager who must ensure that systems are put in place to prevent a repeat of the nuisance call.

The parties agree to review this provision during the term of this collective agreement. The aim is to prevent the practice of nuisance calls from occurring.

9.9 Call Back - An employee shall be paid for actual working and travel time or for a minimum of two hours at T2 whichever is the greater; where the call back exceeds two hours the first two hours shall be paid at T2 and the remainder at the appropriate overtime rate:

When the employee:

(1) is called back to work after
   - completing the day’s work, and
   - having left the place of employment, or

(2) is called back before the normal time of starting work, and does not continue working until such normal starting time, except that:
   - 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.

NOTE: If a call-back of less than a full shift is worked between two periods of duty of a full shift or more, a break of nine continuous hours must be provided either before or after the call-back. If such a break has been provided before the call-back it does not have to be provided afterwards as well, except for those employees who are called back between 2200 hours and 0600 hours, for whom the break must be provided after the call back unless otherwise mutually agreed.

10.0 HIGHER DUTIES ALLOWANCE

10.1 Where the employer requires an employee to substantially perform the duties and carry the responsibilities of a position of a class or grade higher than the employee’s own or where an employee is temporarily appointed to a higher graded position for three days or more, the employee will receive for the whole period the salary and conditions of the position to which they are temporarily appointed or performing.

10.2 The salary payment shall be the minimum salary the employee would receive if appointed to that position.

10.3 Where the employer requires an employee to co-ordinate a shift or shifts for less than three days in the absence of an employee appointed for that purpose, they shall be paid an allowance of $30.00 per shift in addition to the remuneration normally paid for such a shift.
11.0 REIMBURSEMENT OF EXPENSES ON EMPLOYER BUSINESS

11.1 Employees who are instructed by the employer to use their private motor vehicle on employer business shall be paid a motor vehicle allowance as promulgated from time to time by the IRD in terms of the agreed formula.

11.2 When employees are instructed to leave and return to their normal place of work on the same day on employer business, they shall be reimbursed for actual and reasonable expenses.

11.3 In all other circumstances with the prior approval of the employer, actual and reasonable expenses incurred while on the business of the employer shall be reimbursed.

11.4 Employees who are required by the employer to travel and stay away from their normal place of work may claim reimbursement of their accommodation costs on an actual and reasonable basis on presentation of receipts. In addition employees shall be paid an allowance of $60 per day (no receipts shall be required) to cover incidental costs including meals.

Mammography
A daily incidentals reimbursing allowance of $50 shall be paid to each employee working in the mobile screening unit when there is no overnight stay required. This figure is non taxable and linked to wage increases. Receipts are not required.

12.0 MEAL ALLOWANCE

A shift worker who works a qualifying shift of 7, 7.5 or 8 hours or more and who is required to work more than one hour beyond the end of any shift (including an ordinary day), (excluding any break for a meal), shall be paid a meal allowance of $11.00 or, at the option of the employer, be provided with a meal.

13.0 FORENSIC INVESTIGATION ALLOWANCE

An employee who is required to perform a radiological procedure as part of a post mortem examination shall be provided the equivalent time off within 48 hours of the procedure being performed. Where this is impractical, as a consequence of workloads in the relevant department, an allowance of $100 shall be paid per employee (to a maximum of 2 medical radiation technologists) required to perform the procedure.

14.0 RETIRING GRATUITIES

GENERALLY APPLICABLE CLAUSES
The employer may pay a retiring gratuity to staff retiring who have had no less than 10 years' service with the employer.

And Waitaki Health Services MRT SECA 4 December 2007 to 30 September 2009 –
For the purposes of the scale for calculation of gratuities, a “day” is the equivalent to the number of hours worked a fortnight divided by 10.

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

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

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

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

3.5 For the purposes of calculating the amount of gratuity which the employer “may” pay, the rate of pay on retirement shall be the basic rates of salary or wages plus adult allowance, dependants allowance and training allowance.

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

3.7 The scale for calculating gratuities referred to below is as follows (unless stated otherwise):

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

Note: These are consecutive rather than working days.
PART FOUR - PROVISIONS RELATING TO LEAVE

WHOLE HOLIDAYS

15.0 ANNUAL LEAVE

15.1 Employees, other than casual employees, shall be entitled to four (4) weeks annual leave, taken and paid in accordance with the provisions of the Holidays Act 2003, except that on completion of five (5) years current continuous service the employee shall be entitled to five (5) weeks annual leave.

Unless schedule 6 provides otherwise, for the purpose of calculating current continuous service, time taken on leave without pay in excess of three months on any one occasion (except for Parental Leave) shall be excluded. Except that where the employee remains engaged on MRT work or study whilst absent, the period of three months shall extend to twelve months.

For those employees gaining an increase in their annual leave entitlement as a result of the application of this clause, the employee shall commence accruing annual leave at the increased entitlement as of the next anniversary date of their employment with the employer.

15.2 Conditions -

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

15.2.2 For the purposes of this clause, “current continuous service” is as per the attached schedule 6.

15.2.3 The Employer may permit an employee to take annual leave in one or more periods.

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

Provided that, where an employee is on continuous leave without pay due to illness or accident the employee will be permitted to take or accumulate leave for up to two years. After this, an employee will not qualify for any further period of leave until duty is resumed.

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

15.2.6 Within two weeks of receipt of a written application for planned leave from an employee, the employer shall respond in writing confirming approval for the leave or stating the reasons leave is unable to be taken.
15.2.7 Except where the employer approves, where an employee is absent on special leave, whether with or without pay (i.e., including leave for study awards but excluding sick, accident or military leave) for an intermittent or continuous period of more than 35 days (including Saturdays and Sundays) during a leave year, annual leave shall be reduced in accordance with the scale below.

Note: A "study award", for the purpose of this sub clause shall be deemed to be a full-time course of study at a tertiary educational institute, during which the employee is able to take advantage of the mid-term holidays available to other full-time students of that institute. It shall not include leave to attend organised classes, lectures, block courses or examinations required for the attainment of essential basic qualifications.

15.2.8 Days of Absence by the (including Saturdays and Sundays) Annual Leave Entitlement to be reduced by the number of working days shown below

<table>
<thead>
<tr>
<th>Days</th>
<th>3 weeks</th>
<th>4 weeks</th>
<th>5 weeks</th>
<th>6 weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-35</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>36-71</td>
<td>1-1/2</td>
<td>2</td>
<td>2-1/2</td>
<td>3</td>
</tr>
<tr>
<td>72-107</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>108-143</td>
<td>4-1/2</td>
<td>6</td>
<td>7-1/2</td>
<td>9</td>
</tr>
<tr>
<td>144-179</td>
<td>6</td>
<td>8</td>
<td>10</td>
<td>12</td>
</tr>
<tr>
<td>180-215</td>
<td>7-1/2</td>
<td>10</td>
<td>12-1/2</td>
<td>15</td>
</tr>
<tr>
<td>216-251</td>
<td>9</td>
<td>12</td>
<td>15</td>
<td>18</td>
</tr>
<tr>
<td>252-287</td>
<td>10-1/2</td>
<td>14</td>
<td>17-1/2</td>
<td>21</td>
</tr>
<tr>
<td>288-323</td>
<td>12</td>
<td>16</td>
<td>20</td>
<td>24</td>
</tr>
<tr>
<td>324-359</td>
<td>13-1/2</td>
<td>18</td>
<td>22-1/2</td>
<td>27</td>
</tr>
<tr>
<td>360-365</td>
<td>15</td>
<td>20</td>
<td>25</td>
<td>30</td>
</tr>
</tbody>
</table>

15.3 Every part-time employee will be entitled to annual leave as prescribed. Salary during leave will be paid for the employee's usual working week.

15.4 Anticipation of annual leave for overseas trip - An employee with over 20 years' current continuous service may anticipate one year's annual leave entitlement for the purpose of taking a trip overseas.

15.5 Payment in lieu of annual leave for casual employees - Casual employees should be paid 8% gross taxable earnings in lieu of annual leave, to be added to each fortnightly wage payment (no annual taxable earnings calculation is therefore necessary).

15.6 Leave without pay in relation to annual leave entitlement - An employee who is granted leave without pay and who remains in the service of the employer, will, except where provision is made otherwise, have such leave counted as service for annual leave purposes.
15.7 Extra leave for shift workers

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

Employees who are shift workers may be granted up to one week (five working days) additional annual leave on completion of 12 months’ employment on shift work (or pro rata according to proportion of the year on shift work) in accordance with the provisions outlined below:

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

(a) the shift work performed each day:

   (i) extends over at least 13 continuous hours, and
   (ii) is performed by two or more workers working rostered shifts, and
   (iii) the shift involves at least two hours of work performed outside the hours of 8 a.m. to 5.00 p.m..

(b) the shift work does not extend over at least 13 continuous hours each day but at least four hours of the shift work are performed outside the hours of 8 a.m. to 5.00 p.m..

(c) the shift work performed:

   (i) is rostered and rotating, and
   (i) extends over at least 15 continuous hours each day, and
   (iii) not less than 40% of the hours worked in the period covered by the roster cycle is outside the hours of 8 a.m. to 5.00 p.m..

The following additional leave is granted:

<table>
<thead>
<tr>
<th>Number of qualifying shifts per annum</th>
<th>Number of days additional leave per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>121 or more</td>
<td>5</td>
</tr>
<tr>
<td>96-120</td>
<td>4</td>
</tr>
<tr>
<td>71-95</td>
<td>3</td>
</tr>
<tr>
<td>46-70</td>
<td>2</td>
</tr>
<tr>
<td>21-45</td>
<td>1</td>
</tr>
</tbody>
</table>

Provided however that staff who do not qualify for a full extra week’s leave in accordance with the above scale may alternatively qualify under one of the following criteria:

(B) Shift workers who work alternating shifts may qualify for additional leave according to the number of shift changes occurring during the year
provided that employees who alternate on shifts which fall wholly between the hours of 6 a.m. and 6 p.m. will not qualify for extra leave.

(a) Where the roster requires the shift worker to change as frequently as every week or less frequently (e.g., every two weeks), the following pro rata scale will apply:

<table>
<thead>
<tr>
<th>Shift Changes each year</th>
<th>Number of days additional leave per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>40 changes and over</td>
<td>5</td>
</tr>
<tr>
<td>32-39 changes and over</td>
<td>4</td>
</tr>
<tr>
<td>24-31 changes and over</td>
<td>3</td>
</tr>
<tr>
<td>16-23 changes and over</td>
<td>2</td>
</tr>
<tr>
<td>8-15 changes and over</td>
<td>1</td>
</tr>
</tbody>
</table>

(b) Where the roster requires the shift worker to change more frequently than every week (i.e.: every day or every other day, etc.), the following pro rata scale will apply:

<table>
<thead>
<tr>
<th>Number of weeks in leave year</th>
<th>Number of days additional leave per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>40 weeks and over</td>
<td>5</td>
</tr>
<tr>
<td>32-39 weeks</td>
<td>4</td>
</tr>
<tr>
<td>24-31 weeks</td>
<td>3</td>
</tr>
<tr>
<td>16-23 weeks</td>
<td>2</td>
</tr>
<tr>
<td>8-15 weeks</td>
<td>1</td>
</tr>
</tbody>
</table>

Provided that, where circumstances require, clauses (B) (a) and (b) shall be applied cumulatively but not concurrently in respect of a single leave year.

(C) Shift workers who work ordinary hours of work which regularly commence up to three hours prior to 6 a.m. or finish up to three hours later than 6 p.m. may also be considered for additional leave. The amount of leave will have regard to the following pro rata scale:

<table>
<thead>
<tr>
<th>Number of weeks on “early” or “late” duties each year</th>
<th>Hours outside 6 a.m. or 6 p.m.</th>
<th>Extra leave per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>40 or more weeks</td>
<td>Two hours up to three hours</td>
<td>5 days</td>
</tr>
<tr>
<td></td>
<td>One hour up to two hours</td>
<td>4 days</td>
</tr>
<tr>
<td>30-39 weeks</td>
<td>Two hours up to three hours</td>
<td>4 days</td>
</tr>
<tr>
<td></td>
<td>One hour up to two hours</td>
<td>3 days</td>
</tr>
<tr>
<td>20-29 weeks</td>
<td>Two hours up to three hours</td>
<td>3 days</td>
</tr>
<tr>
<td></td>
<td>One hour up to two hours</td>
<td>2 days</td>
</tr>
<tr>
<td>15-19 weeks</td>
<td>Two hours up to three hours</td>
<td>2 days</td>
</tr>
<tr>
<td></td>
<td>One hour up to two hours</td>
<td>1 day</td>
</tr>
</tbody>
</table>
15.7.2 An employee who is regularly required to work ordinary fixed hours of work which commence after 6 p.m. but are not part of a rostered shift system will not qualify for additional leave.

LONG SERVICE LEAVE

15.8 Long service leave as follows shall be allocated to the employee, on the basis of the employee’s FTE status at the time of taking the leave, and paid in accordance with the provisions of the Holidays Act 2003:

15.8.1 on the completion of ten (10) years of current continuous service (as defined below), two weeks of long service leave; and

15.8.2 on each subsequent five (5) years of current continuous service (as defined below), one weeks of long service leave.

15.9 For the purposes of clause 15.8, “current continuous service” means unbroken service with the employer. For the purpose of calculating current continuous service, time taken on leave without pay in excess of three months on any one occasion (except for Parental Leave) shall be excluded.

15.10 The provisions of clause 15.8 are intended to replace any employees’ previous entitlement to long service leave provided that, where an employee had a previous entitlement under a previous employment agreement, the following shall apply:

15.11 Long service leave must be taken in one period (except that an employee recalled from leave because of an emergency is entitled to resume leave after the emergency) and at a time mutually convenient to the employer and employee within 5 years of allocation.

16.0 PUBLIC HOLIDAYS

16.1 The following days shall be observed as public holidays:

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

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

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

16.2.3 Should a public holiday fall on a weekend, and an employee is required to work on both the public holiday and the week day to which the observance is transferred, the employee will be paid at their ordinary hourly rate of pay (T1) for the time worked on the weekday/transferred holiday. In a call-back situation, the callback rates identified in clause 9 and schedule 4 shall apply. Only one alternative holiday will be granted in respect of each public holiday.

16.3 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.

16.4 When employees are required to work on a public holiday as provided above they will be paid at double the ordinary hourly rate of pay (T2) for each hour worked and they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.

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

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

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

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

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

16.7.2 Part-time employees – Where a part-time employee’s days of work are fixed, the employee shall only be entitled to public holiday provisions if the day would otherwise be a working day for that employee.
Where a part-time employee’s days are not fixed, the employee shall be entitled to public holiday provisions if they worked on the day of the week that the public holiday falls more than 40% of the time over the last three months. Payment will be relevant daily pay.

16.8 Public holidays falling during leave:

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

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

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

SICK LEAVE

17.1 Upon commencement an employee is entitled to five days paid sick leave. After six months current continuous service an employee is entitled to an additional five days paid sick leave. After 12 months current continuous service an employee is entitled to 10 days paid sick leave per annum. Sick leave will be paid in accordance with the Holidays Act 2003, and taken in accordance with the provisions set out below. Unused sick leave may accumulate up to 90 days.

17.2 An employee may use sick leave where the employee is sick or injured or the employee’s spouse or dependent is sick or injured and requires the employee to care for them.

17.3 Notice shall be given to the Employer as soon as possible of absence due to sick/domestic leave, and where at all possible before the Employee is due to commence work. Notice of return to work shall be given to the Employer as soon as possible in order to facilitate rostering.

17.4 The Employer is able to require a claim for leave to be supported by a medical certificate where absence exceeds three days. Where such a request is made the Employee shall provide the medical certificate to the Employer as soon as possible. The Employer is also able to request a medical certificate on an individual basis (not as a blanket policy) in circumstances were an employee claims sick leave for an absence of five days or less in excess of the entitlement under the Holidays Act 2003.
17.5 Where the Employee is suffering from a minor illness (as defined in the Employer's policies and procedures) which could have a detrimental effect on patients in her/his care, the Employer may either:

a) Place the Employee on suitable alternative duties; or

c) direct the Employee to take paid sick leave for not more than eight working days in any one year, in addition to the normal entitlement to sick leave.

17.6 Casual employees have no entitlement to sick leave.

17.7 Discretionary Powers of Employer To Grant Leave In Excess Of The Above Prescribed Limits

(a) Where an employee is incapacitated by sickness or injury arising out of and in the course of employment, salary may be paid at the discretion of the Employer.

(b) In special cases the Employer may allow an employee to anticipate up to 5 days sick leave.

(c) Where an employee is suffering from an illness which could have a detrimental effect on the patients in the employer's care, the Employer may, at their discretion, either:

(i) Place the employee on suitable alternative duties.

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

17.8 Incapacitated Dependants

(a) The Employer may grant an employee leave on pay as a charge against sick leave entitlement when the employee must attend a person who through illness/injury becomes dependent on the employee. This person would in most cases be the employee's child or partner but may be another member of the employee's family or household.

(b) The production of a medical certificate or other evidence of illness may be required.

17.9 Sick Leave In Relation To Annual & Long Service Leave

(a) When sickness occurs during annual or Long Service Leave the Employer shall permit the period of sickness to be debited against sick leave entitlement, except where the sickness occurs during leave following resignation, provided:

(i) The period of sickness is more than three days.

(ii) A medical certificate is produced, showing the nature and duration of the illness.

(b) In cases where the period of sickness extended beyond the approved of annual or Long Service Leave, approval shall also be given to debiting the portion which occurred within the annual or Long Service Leave
period against sick leave entitlement if the total continuous period of sickness exceeds three days.

17.10 Debiting Sick Leave

Sick leave is to be debited to an hour for hour basis except that absences of less than 2 hours shall not be debited against sick leave.

17.11 Leave Without Pay In Relation To Sick Leave Entitlements

An employee who is granted leave without pay and who remains in the service of the employer, will have such leave included in determining sick leave entitlement.

17.12 Sick Leave For Part-Time Employees

(a) Part-time employees are entitled to the full sick leave entitlement (in days).
(b) When they are absent due to sickness they are to be paid the hours they would have worked.

17.13 Sick Leave For Casual Employees -

(a) Where a casual employee is unable to attend work as arranged due to sickness, then the employee shall be paid the hours they would have worked subject to (b) below.
(b) Casual employees shall be entitled to 5 days sick leave per annum.

18.0 BEREAVEMENT / TANGIHANGA LEAVE

18.1 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a tangihanga (or its equivalent). The length of time off shall be at the discretion of the employer.

18.2 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of 17.1 above. This provision will not apply if the employee is on leave without pay.

18.3 In granting time off and for how long, the employer must administer these provisions in a culturally sensitive manner.

19.0 PARENTAL LEAVE
19.1 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.

19.2 Parental leave is leave without pay (see clause 20.0 Re-appointment After Absence Due to Childcare).

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

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

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

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

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

19.5 In cases of adoption of children of less than five years of age, parental leave shall be granted in terms of 19.3 and 19.4 above, providing the intention to adopt is notified to the employer immediately following advice from the CYFS 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.

19.6 Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner independent practising midwife certifying the expected date of delivery. The provision may be waived in the case of adoption.
19.7 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.

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

19.9 Job protection -

19.9.1 Subject to 19.10 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 and 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.

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

19.10 Options -

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

19.10.2 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 19.9.1 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 19.10.2 (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 19.10.2 (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 19.10.2(b), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or

(d) where extended parental leave in terms of 19.10.2(a) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 31 of this Agreement.

19.11 If the employee declines the offer of appointment to the same or similar position in terms of subclause 19.9.1 above, parental leave shall cease.

19.12 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.

19.13 Paid Parental Leave

19.13.1 Where an employee who is granted leave in terms of 19.3 above returns to duty at or before the expiration of leave or extended leave and completes a further six calendar months’ service, s/he shall receive a payment equivalent to six weeks' leave on pay calculated at the rate applying for the six weeks immediately following cessation of duty. If employment prior to confinement was part-time, however, payment shall be based on the proportion that the part-time hours worked a week bears to 40.

19.13.2 Where, for reasons pertaining to the pregnancy, an employee, on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to the taking of leave, then the calculation of payment for the first 6 weeks of leave shall be based on the proportion of full-time employment immediately prior to any such enforced reduction in hours.

19.13.3 Where an employee is absent on parental leave for less than six weeks (30 working days), he/she shall be paid as calculated in clauses 19.13.1 and 19.13.2 above for the period of leave taken.

19.13.4 An employee returning from parental leave may request the employer to vary the proportion of whole time employment from that which applied before the leave was taken. The granting of such a request shall be at the discretion of the employer, that is the principle of job protection cannot be guaranteed.
19.14 Parental leave absence filled by temporary appointee - If a position held open for an employee on parental leave is filled on a temporary basis, the employer must inform the temporary appointee that their employment will terminate on the return of the employee from parental leave.

20.0 REAPPOINTMENT AFTER ABSENCE DUE TO CHILDCARE

20.1 Employees who resign to care for a dependent preschool child or children may apply to their 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.

20.2 Total period of childcare absence allowed is four years plus any increases in lieu of maternity leave. Longer absence renders a person ineligible for preferential appointment.

20.3 Parental leave is a distinct and separate entitlement from childcare absence. Some women may choose to resign rather than take maternity leave. In this case they shall be credited with one additional year or six additional months of childcare absence in lieu of each maternity leave entitlement. Should a woman resign during the course of maternity leave she shall similarly be credited with a period of absence in lieu of the remainder of her maternity entitlement.

20.4 An employee may resign more than once for childcare reasons and qualify each time for the preferential re-entry rights provided that the total time away from work does not in aggregate exceed four years.

20.5 If two persons caring for the same dependent child or children are employees of the employer, they are jointly eligible for a total of four years’ childcare absence plus any additional periods of absence in lieu of parental leave.

20.6 Wherever possible notice of intention to return to employment should be given upon resignation for childcare reasons. However, those who, for whatever reason, fail to give such notice shall not incur any penalty or disadvantage in their application for re-entry.

20.7 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.

20.8 This application for reappointment must be accompanied by:

(a) the birth certificate of the preschool child or children;

(b) a statutory declaration to the effect that the absence has been due to the care of a dependent preschool 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 employer’s discretion.
20.9 On receiving an application for preferential appointment, the employer shall acknowledge receipt of the application and confirm the employee's eligibility for re-entry within 21 days of receipt of such notice. Applicants must be informed at this point that:

(a) if they are not-appointed to a vacancy within three months after the expiry of the notice given in 20.7 above the benefits of these provisions lapse; and

(b) they are required to renew notice of intention to work at least one month prior to the intended date of return.

20.10 The employer shall acknowledge the notice given in 20.9(b) at least 14 days prior to the intended date of return informing the applicant as to whether or not a suitable vacancy exists.

20.11 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.

20.12 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.

20.13 Where a suitable vacancy is not available, the employer is required to notify the applicant as soon as possible and no later than 14 days prior to the intended date of resumption of duties.

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

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

20.16 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.

21.0 JURY SERVICE LEAVE
21.1 Employees called on for jury service leave are required to serve unless there are exceptional circumstances which preclude this, in which case the employer may apply to the court for postponement.

21.2 An employee called on for jury service may elect to take annual leave, special 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.

21.3 Where special 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 special 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.

21.4 Where special 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 practical.

22.0 ACCIDENT LEAVE

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

22.2 Where an employee has no sick leave and is off work due to a work related accident, the employer will give favourable consideration to providing additional leave.

22.3 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.
PART FIVE - TERMS OF EMPLOYMENT

23.0 UNIFORMS

23.1 Where the employer requires the employee to wear a uniform it shall be supplied free of charge but shall remain the property of the employer. Employees shall be supplied with uniform on the following annual basis:

<table>
<thead>
<tr>
<th>Hours worked per week</th>
<th>Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>If working 35-40 hours per week</td>
<td>7 items</td>
</tr>
<tr>
<td>If working 25-34 hours per week</td>
<td>5 items</td>
</tr>
<tr>
<td>If working 17-24 hours per week</td>
<td>4 items</td>
</tr>
<tr>
<td>If working up to 16 hours per week</td>
<td>3 items.</td>
</tr>
</tbody>
</table>

Or a uniform allowance equal to $11 per week shall be paid.

23.2 Where the employer stipulates a uniform is not to be worn then the uniform allowance of $11 per week shall be paid.

24.0 BARGAINING FEE CLAUSE

24.1 All employees employed by an employer party who:

(i) are not members of APEX, and

(ii) perform the work that comes within the coverage clause of this MECA, and

(iii) whose terms and conditions of employment comprise those specified in this SECA,

shall pay a bargaining fee to APEX. The fee shall be paid fortnightly, in accordance with the following tables:

<table>
<thead>
<tr>
<th>Hours worked per week</th>
<th>Fortnightly amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 hours or less</td>
<td>$6.46</td>
</tr>
<tr>
<td>Between 10 and 20 hours</td>
<td>$12.00</td>
</tr>
<tr>
<td>More than 20 hours</td>
<td>$17.54</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Student MRTs only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Income</td>
</tr>
<tr>
<td>Less than $10,000</td>
</tr>
<tr>
<td>$10,000-$25,000</td>
</tr>
<tr>
<td>$25,000-$35,000</td>
</tr>
<tr>
<td>More than $35,000</td>
</tr>
</tbody>
</table>

24.2 The fee shall be deducted from the employee's salary and forwarded to APEX within one month of its collection together with a list of names identifying to whom the fee applies.

24.3 If an employee does not wish to pay a bargaining fee, they must notify the employer in writing within 2 weeks of being notified of the ballot outcome.
24.4 This clause shall come into effect on the 2nd wage/salary pay run following the completion of the employees ballot (as required by the ERA) and the employer receiving a union membership list from APEX.

24.5 This clause shall come into force on the first pay period following ratification.

25.0 REFUND OF ANNUAL PRACTISING CERTIFICATE & PROFESSIONAL ASSOCIATION FEES

Where an employee is required by law to hold an annual practising certificate, licence or equivalent under HPCAA in order to practise that profession or trade with the employer, the cost of the certificate, licence or equivalent shall be refunded to the employee.

The employer shall reimburse to employees the annual membership fee of the New Zealand Institute of Medical Radiation Technologists (NZIMRT) or equivalent relevant professional organization to the value of up to $275 per annum on production of receipts.

26.0 CONTINUING PROFESSIONAL DEVELOPMENT AND TRAINING

26.1 The employer is committed to continuing professional development (CPD) and the ongoing professional development of its employees.

26.2 For employees not included in clause 26.3 below:

26.2.1 Training
The employer shall provide all actual and reasonable costs for qualifications, training courses and seminars as required by the employer. Attendance at such training is ‘work’ and time so spent shall be paid. Examples of qualifications include post graduate diplomas in CT or angiography. These are examples only, and not an exhaustive list.

26.2.2 Continuing Professional Development (CPD). The ongoing technical/scientific development within radiology requires qualified staff to
a. maintain competence, and
b. to attend national and international conferences in order to maintain their ongoing technical/scientific competence. The employee then has the obligation of bringing back the latest information to their employing DHB and incorporating any new knowledge into the strategic development of their department. Attendance at the conferences is to be balanced against the operational requirements of the employer, especially as the numbers of staff are not large. Forward planning and cooperation between management and staff is fundamental to ensuring CPD requirements are met.

c. Sufficient funding and leave must be provided to meet such CPD and training needs. All actual and reasonable costs (including registration, accommodation, travel and sundry expenses such as airport transfers, meals etc) will be met by the employer.
26.3 MRI, sonography and nuclear medicine employees shall be entitled to:
- A minimum of 5 days approved education leave each year accumulative to three years. Compulsory requirements are not included in this allocation.
- Reimbursement for all travel, accommodation, fees and expenses incurred in CPD to a maximum of $2,500 per annum as per the following provisions.
- This entitlement may be accumulated to a maximum of $7,500 over a three year period.
- Where an employee also undertakes ordinary hours work in the private sector in the specific field of work also performed in public, the sum of $2,500 shall be prorated down equivalent to the hours worked in that specific field in private (e.g. if working 2/10th in private general sonography, reimbursement shall be to a maximum of $2,000).

26.4 The employee who is to attend a course of study or conference shall present formal feedback via a presentation or practical teaching sessions as discussed and agreed with their manager.

In addition, on application to the employer, the employer may grant employees study leave and some financial assistance to enable employees to complete qualifications, to attend courses, conferences and seminars and to undertake research or projects.

For MRT’s who complete the NZIMRT Certificate of Proficiency in Mammography or another mammography training programme recognised by the NZIMRT, the employer will pay up to 65% of the costs towards training (up to a maximum of $950).

27.0 PROFESSIONAL MEDICAL INDEMNITY INSURANCE

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

28.0 VARIATION CLAUSE

This Agreement may be varied by agreement between all employer parties, APEX and a majority of directly affected employees. Such agreement shall be in writing and signed by all employer parties and the union party.

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

30.0 MANAGEMENT OF CHANGE

30.1 The parties to this Agreement accept that change in the health service is necessary in order to ensure the efficient and effective delivery of health services. Regular consultation between the employer, employees and their union is desirable on matters of mutual concern and interest. The aim of consultation is to contribute to:

- maintaining co-operation between the parties
- improved decision making
- contribute to a more harmonious, effective, efficient, safe and productive workplace.

30.2 (i) The Employer accepts that elected delegates are the recognised channel of communication between the Union and the Employer in the workplace.

(ii) Paid time off shall be allowed for recognised delegates to attend meetings with Management and to consult with employees covered by this Agreement, other recognised workplace Delegates and union officials. The purpose will be to consult and discuss the issues addressed in this clause, other clauses of this Agreement and employee participation, staff surplus, effectiveness studies and options for resolving staff surplus.

(iii) The amount of time off and facilities provided shall be sufficient to allow full consideration of these issues addressed by this clause.

30.3 Mechanisms established for the purpose of 'Management of Change' will allow input and recommendations to be made to the employer, who will consider these recommendations and will endeavour to take the views of their employees into account as far as possible before making final decisions.

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

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

30.5 Employment Protection Provisions
30.5.1 The intent of the following provisions is to meet the requirements of Part 6A, “Continuity of employment if employer’s business restructured” Section 69, subpart 2, of the Employment Relations Act 2000 (as amended by Employment Relations Amendment Act (No 2) 2004, and Schedule 1B, parts 19, 20 and 21 of the same Act. The definitions as contained in Subpart 2 of the Employment Relations Amendment Act (No 2) 2004 shall apply to this clause. These provisions shall only apply so long as a statutory obligation to include them in employment agreements remain in force.

30.5.2 The employer, before undertaking any restructuring, will identify any affected employees (as defined in section 69L (2), and quantify the full cost of their employment. This is for the purpose of advising the prospective employers of the cost of the affected employees’ employment by the new employer (as defined in section 69L (1)) should the new employer enter into a restructuring agreement with the employer and all affected employees choose to transfer to the new employer.

30.5.3 The employer will give written notice to all affected employees, and to APEX, of the proposed restructuring, including the work being performed which is part or the whole of the employers’ business that the employer is negotiating for restructuring. The notice must be given prior to or at the same time as any request for proposal (or equivalent) is publicly notified.

30.5.4 The employer will give written notice to the new employer before any agreement as to the restructuring is entered into. The notice will include:

a. A copy of this Agreement.

b. The terms of paragraphs 19 and 20 of the code of good faith for public health sector, Schedule 1B to the Employment Relations Amendment Act (No 2) 2004, as required by paragraph 21 of the code.

30.5.5 Upon a restructuring agreement being entered into by the new employer with the employer, the employer shall notify the new employer with whom it has entered into the restructuring agreement (“the Contracted New Employer” or “CNE”) and each affected employee of the specific following employment details (relating to that affected employee) which shall be transferred to the CNE:

a. Superannuation entitlements.

b. Long service entitlements.

c. Leave balances except annual leave that is required to be cashed up at the date of transfer.

d. Any conditions of employment enjoyed by the employee outside this agreement.

e. Provision for liability cover in the event of a future claim where the event arose during the employee’s employment with the employer.
30.5.6 The CNE shall provide offers of employment to the affected employees. The offer of employment must be on the same terms and conditions as applied to the employee immediately before the restructuring took effect.

30.5.7 The CNE shall give the affected employees the opportunity to meet with the CNE during the two weeks following the offer of employment being made to answer any questions the employee has and only for that purpose. The union shall be invited to attend all such meetings.

30.5.8 The employee shall be given a two week period from the date of receipt of the offer of employment to inform the CNE of whether they choose to transfer to the CNE (by accepting the offer of employment) or choose not to transfer to the CNE.

30.5.9 If any employee is unable to respond within the timeframe set out in clause 30.5.8 above, because they are away from the workplace or as a result of some other extenuating circumstance, the employee shall have until such time as is reasonable to respond. For example, should the employee be overseas on holiday, and then the time for response should be two weeks from their return from overseas.

30.5.10 Clause 31 shall apply to any employees who choose not to transfer to the CNE, except that the terms of clause 31.2.1 and the notice period in clause 31.3 shall be regarded as having been met, so that the employer shall not be required to pay compensation for redundancy to the employee as set out in clauses 31.11 and 31.12 of this agreement.

31.0 STAFF SURPLUS

31.1 When as a result of the substantial restructuring of the whole, or any parts, of the employees operations; either due to the reorganisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in sub clause 31.5 below shall be invoked and decided on a case by case basis by the employer having due regard to the circumstances of the affected employee.

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

Employee Protection Provisions may require updating as a result of the Employment Relations Amendment Act. Once negotiated nationally between the DHBS and APEX, the agreed provisions shall be incorporated into this SECA.

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

31.2.2 The conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are the same as, or are no less favourable than, the employee's conditions of employment, including:
(a) any service related conditions; and
(b) any conditions relating to redundancy; and
(c) any conditions relating to superannuation - under the employment being terminated; and

31.2.3 The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either:
(a) in the same capacity as that in which the employee was employed by the Employer; or
(b) in any capacity that the employee is willing to accept.

31.3 Notification - The employer will advise the employee at least six weeks prior to the date that notice is required to be given to the employee whose position is required to be discharged. Notification of a staffing surplus shall be advised to the affected employee. This date may be varied by agreement between the parties. During this period, the employer and the employee will meet to discuss the option most appropriate to the circumstances. Where employees are to be relocated, at least six weeks 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 circumstance warrant it (and agreement shall not be unreasonably withheld).

31.4 Upon written request the following information shall be made available to the employee representative if nominated:
(a) the location/s of proposed surplus
(b) the total number of proposed surplus employees
(c) the date by which the surplus needs to be discharged
(d) the positions, grading, names and ages of the affected employees
(e) availability of alternative positions with the employer.

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

31.5 Options - The following are the options in order of preference to be applied by the employer in staff surplus situations:
(a) Reconfirmed in position
(b) Attrition
Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in sub clause 31.11 will be applied as a package.

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

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

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

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

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

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

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

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

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

31.10 Retraining:

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

31.10.2 If an employee is redeployed to a position which is similar to his or her previous one, any retraining may be minimal, taking the form of "on the job' training such as induction or inservice 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 bridging programmes, etc.

31.11 Severance - Payment will be made in accordance with the following:

31.11.1 "Service" for the purposes of this sub clause means total aggregated service with the employer.

31.11.2 8.33 per cent of basic salary (TI 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

31.11.3 12 per cent of basic salary (TI rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and

31.11.4 4 per cent of basic salary (TI rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and

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

NB: The total amount paid to employees under this provision shall not exceed the basic salary (TI rate only) the employee would have received between their cessation and the date of their compulsory retirement.

31.11.6 If the employee has ten or more years' service, the full retiring gratuity as set out in the scale contained in schedule 1 shall be paid.

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

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

31.11.9 Outstanding annual leave and long service leave may be separately cashed up.
31.11.10 Job Search - The Employer should assist surplus staff to find alternative employment by allowing them a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the Employer being notified of the time and location of the interview before the employee is released to attend it.

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

32.0 PAYMENT OF WAGES

32.1 All wages shall be paid two weekly (14 day), no later than Thursday.

32.2 Each employee shall be supplied with a statement showing details of earnings, allowances and deductions for each pay period.

32.3 Wages shall be paid by cheque or direct lodgement at a financial institution to the credit of an account nominated, in writing, by the employee. Such authority may be withdrawn or altered by the employee at any time by application, in writing, specifying the alterations or cancellations required.

32.4 All wages shall be paid on termination in the event of the dismissal of an employee. When an employee leaves of their own accord they shall be paid on the final day of their employment, all monies owing them.
PART SIX - OTHER PROVISIONS

33.0 STOPWORK MEETINGS

33.1 Subject to subsections 33.2 to 33.5, the employer shall allow every employee covered by this agreement to attend, on ordinary pay, at least two meetings (each of a maximum of two hours' duration) in each year (being the period beginning on the 1st day of January and ending on the following 31st day of December) with their representatives.

33.2 The representative shall give the employer at least 14 days' notice of the date and time of any meeting to which subsection 33.1 is to apply.

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

33.4 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.

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

34.0 DEDUCTION OF APEX FEES

The employer shall deduct employee APEX fees from the wages/salaries of employees when authorised in writing by members. The employer will provide APEX, on a quarterly basis, with a lists of employees covered by this agreement specifying, also, occupations and workplaces. In each instance where APEX requests the employer to increase the fees deducted, APEX shall provide written confirmation of its legal entitlement to request such an increase.

35.0 EMPLOYEE REPRESENTATIVE RIGHT OF ENTRY

The authorised union representative shall be entitled to enter at all reasonable times upon the premises for the purposes related to:
- the employment of its members,
- and / or the union's business.
36.0 EMPLOYMENT RELATIONS EDUCATION LEAVE

The employer shall grant leave on pay annually for members of APEX to attend courses authorised by APEX to facilitate the employees’ education and training as employee representatives in the workplace.

The number of days education leave per annum granted shall be as follows:
- 1-5 members = 3 days;
- 6-50 members = 5 days;
- 51-280 members = 1 day for every 8 FTE or part thereof;
- Over 281 members = 35 days plus 5 days for every 100 FTE or part thereof that exceeds 280.

37.0 PERSONAL GRIEVANCE, DISPUTES & EMPLOYMENT RELATIONSHIP PROBLEMS

37.1 An “employment relationship problem” includes:
   i) A personal grievance
   ii) A dispute
   iii) Any other problem relating to or arising out of the employment relationship.

37.2 Where an Employment Relationship Problem arises the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:
   a) The Employee will be provided the opportunity to be represented by their union or other such support person of their choosing at any time during the resolution process.
   b) If the matter is unresolved either party is entitled to seek mediation from the Labour Department or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)

37.3 A “personal grievance” means a claim that you:
   i) have been unjustifiably dismissed; or
   ii) have had your employment, or your conditions of employment, affected to your disadvantage by some unjustifiable action by The employer; or
   iii) have been discriminated against in your employment; or
   iv) have been sexually harassed in your employment; or
   v) have been racially harassed in your employment; or
   vi) have been subjected to duress in relation to union membership.
37.4 If the employment relationship problem is a personal grievance, you must raise the grievance with the employer within a period of 90 days, beginning with the date on which the action alleged to amount to a personal grievance, occurred or came to your notice, whichever is the latter.

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

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

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

39.0 NOTICE PERIOD
Where the employer or employee wishes to terminate employment, a period of notice of four weeks is required. This period of notice may be varied by mutual agreement.

40.0 SUPERANNUATION
Subject to Ministerial approval, where an employee is a member of a KiwiSaver scheme under the KiwiSaver Act 2006, from 31 March 2008 the employer will make an employer contribution to that scheme matching the employee’s contribution dollar for dollar up to a maximum of 2% of the employee’s total gross earnings (unless a higher contribution is required by legislation).

41.0 TERM OF AGREEMENT
This Agreement shall have a term from 4 December 2007 until the 30th day of September 2009.

Dated this th day of July 2008

Signed:

Dr Deborah Powell
National Secretary
APEX

Robert Gonzalez
Manager, Oamaru Hospital
Waitaki Health Services