

**APEX**

ALLIED SCIENTIFIC AND TECHNICAL

And

**Te Whatu Ora**  
Health New Zealand

Psychologists

Collective Agreement

19 June 2023 – 30 June 2025

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*This agreement is made pursuant to the Employment Relations Act 2000 and its Amendments.*

## **PREAMBLE**

APEX and Te Whatu Ora are committed through this agreement to supporting the future of psychology in mental and physical health services in Aotearoa/New Zealand.

The parties recognise the importance of ensuring the wellbeing of psychologists in their workplace, providing appropriate support and resources for them to do their jobs; and to providing opportunities to participate in service improvement, clinical leadership and professional development.

In their relationship, both parties will pro-actively:

- Work to ensure New Zealanders have access to high quality psychological services through the health system.
- Provide for constructive participation of union delegates and members in decision-making where those decisions may have an impact on the work or working environment of those members, in accordance with Clauses 35 & 39.
- Recognise psychologists' role as advocates for their patients and respect and recognise the right of psychologists to comment publicly and engage in public debate on matters within their expertise and experience under the Code of Good Faith for Public Health.
- Recognise the obligations psychologists have to practice in accordance with their Code of Ethics.
- Work to reduce the burden of bureaucratic or administrative tasks on clinicians.
- Take all practicable steps not to cause psychologists harm by reason of volume, character or nature of the work provided.
- Support psychologists to develop all core competencies in an integrated way.
- Provide sufficient clinical resources and organisational support for psychologists, as appropriate, to focus on whanau and early intervention; to participate in work addressing systemic causes; innovate within and beyond our current models of care; improve managerial and clinical governance systems; and engage the full scope of their professional practice as appropriate.

The parties support the principle of retaining interns who complete their internship with Te Whatu Ora in the organisation.

## **1.0 PARTIES AND COVERAGE**

**1.1** The parties to this agreement shall be:  
Te Whatu Ora / Health New Zealand (referred to throughout this agreement as the "Employer"); and

The Association of Professional and Executive Employees Incorporated (referred to throughout this agreement as "APEX", or the "Union")

## 1.2 New Employees

Subject to the Employment Relations Act 2000 (the Act) and s62(3) of the Act, the Parties agree that any new employee who is covered by the application clause of this Agreement (clause 1.4 below) shall be offered coverage under this collective agreement for the first 30 days of their employment.

New employees shall, in the first instance, be offered the opportunity to become a member of APEX. The new employee shall from the date of becoming an APEX member, be entitled to all the benefits, and be bound by all the obligations, under this Agreement. The employer as a part of the appointment process shall provide new employees, APEX membership forms and recruitment materials where such membership forms and recruitment materials are supplied to the employer by APEX.

## 1.3 Existing Employees

Subject to the Act and s56, 57 & 58 of the Act existing employees who are covered by the application Clause of this Agreement (Clause 1.4) may become union members at any time. Employees shall, from the date of becoming a union member, be bound by all benefits and obligations relating to employees under this Agreement.

## 1.4 Application and Coverage

This agreement shall apply to all those employees defined below.

All employees employed or engaged to be employed as a Psychologist in the assessment, diagnosis, intervention and treatment of children, adolescents, adults and families.

## 2.0 INTERPRETATIONS/DEFINITIONS

**Note:** The title of Senior and Consultant Psychologist has no linkage to salary.

**“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.

**“Clinical Leader” / “Professional Advisor” / “Professional Leader: Psychology”, “Psychology Advisor” (or a like title)** means a person who satisfies the scope of practice requirements as per the Psychologist definition in this clause, meets the requirements for Senior or Consultant Psychologist and is appointed to a leadership position.

**“Consultant Psychologist”** means a person who

- i. holds an annual practicing certificate; and
- ii. is practising at an advanced to expert level (per the core competencies set out in Schedule C) including being able to supervise others and have some focus on overall service improvement e.g. through research, quality improvement initiatives, new service initiatives, workforce development.

Generally it is expected that a Consultant Psychologist would have a minimum of 8-10 years' practical experience post-registration. .

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

**“Duty”** means a single, continuous period of work required to be given by an employee. A duty shall be defined by a starting and finishing time.

**“Full Time Employee”** means an employee who works not less than the "ordinary" hours set out under "hours of work" in this agreement.

**“Intern” or “Trainee Psychologist”** means a person registered with the N.Z. Psychologists Board with the applicable Intern Psychologist Scope of Practice and holds an interim practising certificate.

The parties understand that the NZ Psychologists Board is considering removing the specific Intern scope of practice. If this occurs during the term of this collective agreement it is not the intent of the parties to exclude from coverage an individual who is employed by Te Whatu Ora and as a condition of employment is working towards full registration as a psychologist and would prior to such a change be covered by this Agreement.

**“On-Call”** means time when an employee is required to be available to be called back for employer business outside of their ordinary hours of work.

**“Ordinary / normal hourly rate of pay”** shall mean an employee’s annual salary divided by 2086 (correct to four decimal points).

**“Part Time Employee”** means an employee, other than a casual employee, who is engaged to work on a regular basis but less than the ordinary hours of work for full time employees. All provisions are pro rata for part time staff unless otherwise specified.

**“Psychologist”** means a person who has General registration with the Psychologists Board and holds a current practising certificate. Psychologists may also hold the applicable vocational scope of practice for the position (e.g. Clinical). Psychologists will be designated according to their scope of practise.

**“Roster”** means a list of employees and their duties over a period of time.

**“Senior Psychologist”** means a person who

- i. holds an annual practising certificate; and
- ii. practises at an advanced level (per the core competencies set out in Schedule C) and is able to supervise other Psychologists; and

Generally it is expected that a Senior Psychologist would have a minimum of 5 years' practical experience post-registration.

**“Service” (except as expressly provided under redundancy clauses) means:**

- (i) service with the employer (including any individual employees' service previously recognised at the commencement date of this agreement), and
- (ii) all other service as a psychologist the employer agrees to recognise.

**“T1 (Time One)”** means the ordinary hourly rate of pay.

**“T1.5” (time and one half)** means one and one half times the ordinary hourly rate of pay.

**“T2 (Time Two)”** means twice the ordinary hourly rate of pay.

### **3.0 TEMPORARY EMPLOYMENT AGREEMENTS**

- 3.1 Temporary employment agreements shall be used only to cover specific situations of a temporary nature, (e.g. to fill a position where the incumbent is on study or parental leave), or where there is a task of a finite duration.
- 3.2 Temporary employment agreements, while justified in some cases to cover situations of a finite nature, shall not be used to deny staff security of employment.

### **4.0 HOURS OF WORK**

- 4.1 The ordinary working hours shall be 40 in each week and shall not exceed 8 continuous hours in any one duty (excluding meal periods), Monday to Friday.
- 4.2 The hours or days of work of an employee may not be varied unless by written agreement between the employer and employees directly affected.
- 4.3 Alternatively, ordinary weekly hours of work shall be 40 per week in 4 consecutive 10-hour days. Employees employed under this provision shall not be paid overtime until they have worked 10 hours per day or 40 hours per week. Each daily duty shall be continuous except for meal periods and rest breaks.
- 4.4 A duty shall be continuous except for the meal periods and rest breaks provided for in this agreement.

- 4.5 For pay purposes the working week shall start and end at 0800 hours each Monday. When the major part of a duty falls on a particular day, the whole duty shall be regarded as being worked on that day.
- 4.6 Where applicable and other than in exceptional circumstances or unplanned absences rosters shall be notified to the employees involved at least four weeks (28 days) prior to commencement of the roster period. The roster period shall be for four weeks (28 days) or greater. Rosters may be changed by agreement between the directly affected employees and their manager.
- 4.7 The performance of any shift work shall be subject to genuine operational requirements necessitating the introduction of shift work and full consultation with the individuals concerned and APEX regarding remuneration, additional leave and conditions pertaining to the shift shall be undertaken. Such consultation is subject to the good faith provisions of the Act.
- 4.8 All employees have the right to request flexible working arrangements and have their request considered in accordance with Part 6AA of the Employment Relations Act 2000.

## **5.0 MINIMUM BREAKS**

- 5.1 A break of at least nine (9) continuous hours will be provided wherever possible between any two qualifying periods of work.
- 5.2 The qualifying periods of work for the purposes of this clause are:
- A duty, including any overtime worked either as an extension or as a separate duty; or
  - call-back where the daily ordinary hours or more are worked continuously.
- 5.3 If a call-back of less than a continuous nine hour period is worked between two other qualifying periods of work, 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.
- 5.4 If a break of at least nine continuous hours cannot be provided between qualifying periods of work, the period of work is to be regarded as continuous until a break of at least nine continuous hours is taken and it shall be paid at the overtime rate.
- 5.5 Time spent off duty during ordinary hours of work solely to obtain a nine-hour break shall be paid at the normal hourly rate of pay. Any absence after the ninth continuous hour of such a break, if it occurs during ordinary hours of work, shall be treated as a normal absence from duty.



## **6.0 MEAL PERIODS AND REST BREAKS**

- 6.1 Except when required for urgent or emergency work and except as provided in 6.2 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 or more than one hour.
- 6.2 An employee unable to be relieved from work for a meal break shall be allowed half an hour to have a meal on duty and this period shall be regarded as working time.
- 6.3 Except where provided for in 6.2 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.
- 6.4 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.
- 6.5 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer.

## **7.0 OVERTIME**

- 7.1 The overtime rate shall be payable if
- (a) the minimum break provisions of this agreement are not met.
  - (b) a duty exceeds the ordinary hours of work (per clause 4.1 or 4.3)
  - (c) a full-time employee works a further duty (or part of a duty) additional to their rostered ordinary hours of work.
  - (d) a part-time employee works more than the relevant full-time hours of work requirements.
  - (e) Payment for overtime shall only be made where prior management authorisation to work overtime has been received. Where prior authorisation could not reasonably be obtained, payment will not unreasonably be withheld.
- 7.2 Overtime worked on any day except a public holiday shall be paid at one and one half times the ordinary hourly rate of (T1-1/2) for the first three hours and thereafter double time except those employees working overtime between 2200 and 0600 will be paid at the rate of T2. In computing overtime each day shall stand-alone.
- 7.3 Overtime on Public Holidays. Overtime worked on public holidays shall be paid at twice the ordinary hourly rate of pay (T2).
- 7.4 Absence from Duty. For calculating the qualifying period for the payment of overtime employees absent from duty if on sick leave, annual leave, or other authorised leave (paid or unpaid) shall be regarded as having worked all the hours they were rostered for on that particular day.

## **8.0 ON CALL AND CALL-BACK**

### **8.1 On-Call Allowance**

The following on call allowance shall apply:

Where an employee is instructed to be on call during normal off duty hours, an on call allowance shall be paid at \$8.00 per hour (\$10.00 per hour on Public Holidays).

8.2 In respect of work which is not continuous with a duty, an employee shall be paid for a minimum of three (3) hours, or for actual working and travelling time, whichever is greater, when the employee:

- (a) is called back to work after
  - completing a duty, and
  - having left the place of work, or
- (b) is called back before the normal time of starting a duty, and does not continue working until such normal starting time; except that:
  - call-backs commencing and finishing within the minimum period covered by an earlier call-back shall not be paid for.
  - where a further call-back commences before and continues beyond the end of a minimum period for a previous call-back, payment shall be made as if the employee had worked continuously from the beginning of the previous call-back to the end of the later call-back.

8.3 Payment for call back shall be paid at the appropriate overtime rates.

### **8.4 Transport for Call Back Duty**

Transport for call back duty where an employee is called back to work outside the employee's normal hours of duty, the employer shall either:

- (a) Provide the employee with transport from the employee's place of residence to the institution and to the place of residence from the institution; or
- (b) Reimburse the employee the IRD mileage rates to the institution or from the institution to the employee's place of residence, or both travelling to and from the institution.

## 9.0 SALARY SCALES

### PSYCHOLOGISTS

Step	1-Jun-22		Step	5-Jun-23			Step	1-Jul-24	
							14	\$150,000	M
16**	\$136,200	➔	14	\$140,200	M	➔	13	\$145,000	M
15**	\$131,200	➔	13	\$135,200	M	➔	12	\$140,000	M
14**	\$125,512	➔	12	\$129,512	M	➔	11	\$135,000	M
13**	\$122,704	➔	11	\$126,704	A	➔	10	\$130,000	A[C]
12**	\$116,691	➔	10	\$120,691	A	➔	9	\$125,000	A[C]
11**	\$111,719	➔	9	\$115,719	M	➔	8	\$120,000	M
10	\$108,058	➔	8	\$112,058	A	➔	7	\$115,000	A
9	\$105,696	➔	7	\$109,696	A	➔			
8	\$101,451	➔	6	\$105,451	A	➔	6	\$110,000	A
7	\$98,408	➔	5	\$102,408	A	➔	5	\$105,000	A
6	\$93,834	➔	4	\$97,250	A	➔	4	\$100,000	A
5	\$88,806	➔							
4	\$85,165	➔	3	\$92,370	A	➔	3	\$95,000	A
3	\$82,692	➔	2	\$88,220	A	➔	2	\$90,000	A
2	\$79,708	➔	1	\$83,708	A	➔	1	\$85,000	A
1	\$77,478	➔							

#### \*\*Merit or Designated Position

A = Annual progression (see clause 9.1.1 and 9.1.2)

M = Merit progression (see clause 9.3)

[C] = Consultant Psychologist steps (see clause 9.1.5)

Notes: This is a minimum rates salary scale.

#### Transitional Arrangements

From 5 June 2023 the following translations shall apply:

- Psychologists employed on step 1 of the old scale (\$77,478) shall translate to step 1 of the new scale (\$83,708). This translation shall reset their anniversary for future salary progression purposes.
- Psychologists employed on step 2 of the old scale (\$79,708) shall translate to step 1 of the new scale (\$83,708) and shall be eligible to progress to step 2 on their next progression anniversary.
- Psychologists employed on step 5 of the old scale (\$88,806) shall translate to step 4 of the new scale (\$97,250). This translation shall reset their anniversary for future salary progression purposes.
- Psychologists employed on step 6 of the old scale (\$93,834) shall translate to step 4 of the new scale (\$97,250) and shall be eligible to progress to step 5 on their next progression anniversary.
- Psychologists employed on step 11 of the old scale (\$111,719) and who have been on this step for 12 months or more at 5 June 2023 shall translate to new step 10 (\$120,691) on this

date. This translation shall reset their anniversary for future salary progression purposes. Other psychologists on this step shall be eligible to progress on their next progression anniversary.

- Psychologists employed on step 12 of the old scale (\$116,691) and who have been on this step for 12 months at 5 June 2023 or more shall translate to new step 11 (\$126,704) on this date. This translation shall reset their anniversary for future salary progression purposes. Other psychologists on this step shall be eligible to progress on their next progression anniversary.

From 1 July 2024 the following translations shall apply:

- Psychologists employed on step 7 of the previous scale (\$109,696) shall translate to step 7 of the new scale (\$115,000). This translation shall reset their anniversary for future salary progression purposes.
- Psychologists employed on step 8 of the old scale (\$112,058) shall translate to step 7 of the new scale (\$115,000) and shall be eligible to progress to step 8 in accordance with the provisions of 9.1.5 or 9.3 below.

All other psychologists shall transfer horizontally as indicated in the salary scale

## INTERNS

Step	1 June 2022	5-Jun-23	1-Jul-24	
2	\$64,070	\$68,070	\$70,112	A
1	\$60,319	\$64,319	\$66,319	A

A = Annual progression (see clause 9.1.1)

### 9.1 Progression

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

9.1.2 Progression to step 9 (step 8 from 1 July 2024) shall be subject to the merit process set out in clause 9.3. Thereafter, progression to step 10 (step 9 from 1 July 2024) and from step 10 to step 11 (step 9 to step 10 from 1 July 2024) shall occur on an annual basis subject to continuing to meet the Consultant Psychologists competencies as assessed in their annual performance review. Progression shall not be withheld where, through no fault of the individual, an annual performance review is not undertaken. These provisions shall continue in force until replaced by the arrangement in 9.1.5.

9.1.3 For those on merit steps refer to clause 9.3 below.

9.1.4 Accelerated advancement

Accelerated advancement within the automatic scale may occur at any time. Advancement other than automatic advancement will be based on:

- (a) a successful merit application,

- (b) where exceptional circumstances exist, or
- (c) to take into account difficulties in attracting and retaining qualified Psychologists.

Only one accelerated advancement may be made in any twelve month period.

In exercising its discretion to advance employees other than through the automatic annual progression, the employer must consider any relativity issues.

#### 9.1.5 The parties agree they will:

- (a) review, update as necessary, and confirm the Core Consultant Psychologists competencies in Schedule C prior to 1 July 2024; and
- (b) develop a process and expectations for the assessment of individual Psychologists as meeting these competencies.

Once this work is completed and agreed by the parties then from 1 July (or later as applicable) progression to step 8 in the scale will be based on the psychologist being assessed as demonstrating the core competencies of a Consultant Psychologist.

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

#### Transitional Arrangements

The parties agree that where an individual psychologist has gone through a formal assessment process recognised by the employer to confer the title 'Consultant Psychologist' then they shall continue to be recognised as such for the purposes of this clause.

## 9.2 Access to salary scale (new appointments)

- (a) Intern Psychologist / Trainee– the starting scale for an intern is to be negotiated on their experience and their qualifications. Those interns who have qualified as a Psychologist awaiting confirmation shall be paid at the top of the Intern scale subject to satisfactory performance.

An intern who has completed their internship, and is awaiting their thesis examination/marking, or for graduation, is to be back paid to step 1 of the psychologists' scale from the date they submitted their thesis to the date they gain full registration as a psychologist.

- (b) Clinical Leader and/or Professional Advisor and or Professional Leader is an appointed position and starting salary should be negotiated with the individual.

- (c) Psychologist – The starting step shall be based on years’ experience post graduation but to address hard to fill vacancies or to recognise specialist skills or experience the employer may appoint a psychologist higher than their starting step would be calculated as years’ experience.
- (d) Merit – as for Psychologists above, psychologists with proven experience at an advanced level may be appointed into the merit steps.

9.2.1 For **Part Time employees**, the salary rates shall be pro-rata in accordance with the hours worked.

9.2.2 **RESERVED**

9.2.3 **Recognition of Previous Service for Salary Purposes**

Periods of service as a psychologist with previous employers may be recognised for the purposes of determining commencing steps on the salary scales.

9.2.4 **Salary Increments while on Study Leave**

Employees on full-time study leave with or without pay shall have this time recognised as service in the calculation of entitlement to annual increments.

### **9.3 Merit Progression Criteria**

9.3.1 Employees in the merit step ranges of the scale may apply for progression to a higher salary step at any time, but not more frequently than once a year unless otherwise agreed by both parties.

9.3.2 The process with regard to merit step progression in this clause 9.3 shall be the only process that is to apply to APEX psychologists. No other Merit Progression criteria will be accepted or used as an alternative to determine whether an APEX Psychologist has achieved merit step progression.

9.3.3 The employer will consider the application in good faith and will process the application, where practicable within 6 weeks, using a merit progression process typically involving the employee, an appropriate representative of the employer (e.g. the employee’s line manager), and the Professional Leader - Psychology or (if not available) other appropriate senior psychological colleague.

9.3.4 Successful applications will be backdated to the date the application is received.

9.3.5 Where an application is unsuccessful the employee will be advised promptly of the reasons in writing and have an opportunity to have the decision reviewed, should they request in writing, by someone senior to the decision maker.

9.3.6 The request for review and the review must be conducted in a timely manner. If after the review process has been completed and the application is successful, the application must be backdated to the date the original application was received. The

implementation of a salary increase as a result of a successful merit step application should not be unnecessarily delayed and where practicable implementation should occur within 6 weeks.

- 9.3.7 Progression to a higher merit step requires agreement by the employer that the employee has met the following criteria:

As a minimum, the employee must be fulfilling the Core Tasks and must meet at least 3 of the Optional Tasks. However, this minimum of 3 can be reduced to 2 by agreement, following a 3 way meeting of the Psychologist, Professional Leader and Service Manager, or their delegate.

#### **Core Tasks:**

- a. The employee is undertaking clinical work at the level expected of a senior practitioner, as evidenced by satisfactory annual performance reviews<sup>1</sup> and demonstration of overall competency at the Consultant level using the New Zealand DHB Psychology Leadership Council's Core Competency for Psychologists document<sup>2</sup> as a guide (unless the employee is not working in a clinical role).
- b. Clinical Supervision of Psychologists, trainee psychologists, and/or other staff (unless it is agreed between the employee and employer that this is not an appropriate component of the employee's job role).

#### **Optional Tasks**

NOTE: It is intended that Optional Tasks show growth, development and continuing contribution to the service. As such, optional tasks will generally be relevant to the service, wider organisation and/or profession.

Some of the following will require that the task has been completed, and in other cases the task may be in progress.

The same activity can apply for more than one of the optional tasks provided it is recognized by all parties as a task of sufficient complexity or scope. If an activity is intended to be used for more than one qualifying optional task, it is preferable that this is agreed in advance.

- a. Has authored work that has been published in recognised scientific or clinical publications since last progression.
- b. Has presented a paper or a poster of a quality agreed by the employer and employee as being appropriate for the level being sought to a national or

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<sup>1</sup> If a recent Annual Performance Review has not been undertaken, receipt of an application for Merit Progression should trigger undertaking such a review. If it is not possible to complete an Annual Performance Review process that is consistent with employer policy in a timely fashion, the requirement regarding the Annual Performance Review should be waived.

<sup>2</sup> Attached as Schedule C

international conference, or has been an invited keynote speaker to such a conference since the last merit progression.

- c. Has had a substantial role in one or more service development initiative that is regarded as important for the service since last progression.
- d. Has undertaken a mandated leadership role such as clinical director, clinical leader, professional leader, or team leader for an extended period since last progression.
- e. Has had a major role in the development of one or more significant programmes (eg a new clinical initiative) since last progression.
- f. Takes leadership in promoting culturally appropriate delivery of services to Maori, Pacific People, and other cultural groups.
- g. Is recognised as a consultant to other staff with clients with complex difficulties on an ongoing basis.
- h. Is recognised as an expert by other staff and approached as a consultant and teacher in at least one clinical area.
- i. Has had a substantial role in one or more research projects of relevance to the service since last progression.
- j. Has had a significant role in professional groups at a regional or national level.
- k. Has had a significant role in teaching or training psychologists or other health professionals or students in a formal setting.
- l. Acts as the Responsible Clinician/Approved Specialist for a patient under the Mental Health (Compulsory Assessment and Treatment) Act 1992 or the Substance Addiction (Compulsory Assessment and Treatment) Act 2017.
- m. Other criteria as agreed upon from time to time.

The parties will review the list of Optional Tasks as part of the review of the Consultant Psychologist competencies and remove any elements that they agree are already substantively covered in the expectations of these competencies

## **10.0 ALLOWANCES AND REIMBURSEMENTS**

### **10.1 Higher Duties Allowance**

A higher duties allowance shall be paid to any employee who, at the request of the employer performs the duties of a position of a grade or class higher than their own and performs them for five or more consecutive working days (on each occasion). The Higher Duties Allowance payable shall be the difference between the current salary of



the employee acting in the higher position, and the minimum salary of that position. Once the 5-day threshold has been reached the allowance shall be paid for all days on which the employee has substantially performed the higher duties for that occasion.

## **10.2 Refund of Annual Practising Certificate and Professional Fees**

Where it is a legal requirement to practice, the employer shall reimburse the cost of the Annual Practising Certificate. The employer shall also reimburse up to a maximum of 100% of one Professional Association fee upon production of a receipt for the coming year.

Reimbursement for the Annual Practising Certificate and Professional Association fee will be on a pro rata basis for employees in secondary employment or private practice as a psychologist.

Note: Where employees are currently (as at 1 October 2007) attracting Professional Association Fee provisions which are more favourable, these will be grand-parented to them on a personal-to-holder basis.

## **11.0 INDEMNITY**

The employer undertakes to indemnify employees against actions taken against them by persons suffering damage as a result of acts or omissions of the employee while acting in the course of his or her employment. Where an employee while acting in the course and within the scope of their employment by the employer, requires legal representation, this will be provided and paid for by the employer, irrespective of whether the employee is an employee or not.

The legal representatives provided shall be directed to give the employee 'Client Status'. If the employee or employer identifies a conflict of interest, the employer shall provide the employee(s) with agreed independent legal representation of suitable medico-legal experience, in consultation with the union.

This indemnity or legal representation shall not apply to any employee acting outside the course of his or her employment.

## **12.0 REIMBURSEMENT OF EXPENSES ON EMPLOYER BUSINESS**

12.1 Employees who are required 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.

12.2 When employees are instructed to leave and return to their normal place of work on employer business, or to temporarily work elsewhere, they shall be reimbursed for actual and reasonable expenses or provided with transport for that purpose. The transport shall be provided to the employee from the normal site of work to be returned to that site at the end of the vehicle use.

- 12.3 In all other circumstances with the prior approval of the employer actual and reasonable expenses shall be reimbursed, those expenses being incurred while on business of the employer.
- 12.4 An employee who is eligible for travelling allowance may claim an allowance of \$35 per day or part thereof for meals when staying privately.

### **13.0 WORKPLACE FACILITIES**

All employees within the application of this agreement shall have made available to them, subject to priority and availability, suitable office space with computer and telephone facilities for the purposes of performing their duties. Appropriate space for meeting clients and undertaking psychological testing, assessment and intervention (which may not be the employee's office) shall also be made available. Such accommodation will be provided on site and will be sufficient to ensure good clinical outcomes can be achieved in an environment that is safe and ethical for the client and the psychologist. Prioritisation of office space shall be done on the basis of the employees needs for such space. It is acknowledged that employees will require ready access to up-to-date test material, IT equipment and software and an appropriate confidential filing system for storing test materials and results, and that these should be provided by the employer.

### **14.0 FLEXIBLE WORKING**

- 14.1 Employees are able to request changes to their working arrangements pursuant to the employment Relations Act 2000, and employers must respond in accordance with the Act. There are two types of requests that can be made:

a) A request under Part 6AA which any employee can make at any time;

and

b) A request under Part 6AB which can be made by an employee who is affected by family violence, for the purposes of assisting the employee to deal with the effects of being a person affected by family violence. A request under Part 6AB is for a short-term change in working arrangements (up to two months).

- 14.2 Working arrangements means 1 or more of the following:

- a) hours of work;
- b) days of work;
- c) place of work (for example, at home or at the employee's place of work); and
- d) for requests under Part 6AB for persons affected by family violence only, additional terms that need variation.

- 14.3 Requests under Part 6AA must be in writing and contain the information required by Section 69AAC of the Employment Relations Act 2000. The employer must deal with the

request as soon as possible but not later than 1 month after receiving the request, and any request under Part 6AA must be refused if it relates to working arrangements to which this collective agreement applies and would result in the employee's work arrangements being inconsistent with this agreement.

- 14.4 Requests under Part 6AB for persons affected by family violence must be in writing and contain the information required by Section 69ABC of the Employment Relations Act 2000. The employer must deal with the request as soon as possible but not later than 10 working days after receiving the request, and must provide the employee with information about appropriate specialist family violence support services. The employer may require proof from the employee, provided the employee is advised of this requirement as soon as possible and within three working days of receiving the request. The employee has 10 working days to supply the proof, and if this does not occur, the employer may refuse the request. A request under Part 6AB will not be refused just because it relates to working arrangements to which this collective agreement applies and would result in the employee's work arrangements being inconsistent with this agreement.
- 14.5 The employer can refuse a request if the employer determines it cannot be accommodated for 1 or more of the following reasons;
- a) inability to reorganise work amongst existing staff,
  - b) inability to recruit additional staff
  - c) detrimental impact on quality
  - d) detrimental impact on performance
  - e) insufficiency of work during the periods the employee proposes to work
  - f) planned structural changes
  - g) burden of additional cost
  - h) detrimental effect on ability to meet customer demand

## **15.0 PROFESSIONAL DEVELOPMENT**

- 15.1 CPD is considered an essential requirement for psychologists to maintain currency. This is a dual responsibility between employer and employee. When considering an application for CPD the employer will have regard to the relevance and value of the proposed CPD to the organisation and the employee as set out in 15.2, 15.3 and 15.4 below.
- 15.2 Applications for professional development will be considered in good faith and will be processed within 21 days, typically involving the employee, the employee's line manager and the professional leader psychology, or an appropriate psychological colleague, amongst others. Where an application is unsuccessful the employee shall be advised of the reasons for the application being unsuccessful and have an opportunity for the decision to be reviewed, should they request a review in writing. The review will be undertaken by someone senior to the person who made the decision to decline the application.

- 15.3 Participation in an annually agreed professional development plan (annual performance review) is mutually beneficial and may be initiated by either the employee or their line manager. The plan should:
- a) Link to the employee's current position; and/or
  - b) Align with the employee's goals, including:
  - c) Consideration of leadership and career development;
  - d) Consideration of:
    - i. Service evaluation;
    - ii. Developing policies
    - iii. Participation in regional/national groups
    - iv. Supervision
    - v. Consultation
    - vi. Service training and development
  - e) Align with the strategic direction and /or service plans of the employer;
  - f) The process should present an opportunity for the employee and their manager to discuss longer term career opportunities together with consideration of the full range of the employee's skills and capabilities and those areas outside the employee's current role that the employee could make a significant contribution to, if appropriate opportunities become available.
  - g) Assist the employee to meet the regulatory requirements to maintain professional competence.
- 15.4 The organisation's training and professional development processes shall:
- a) Be clear to employees; and
  - b) Provide information and advice to employees regarding sources of and access to professional development fund/entitlements; and
  - c) Require that the employee's professional development plan and activities are recorded; and
  - d) Require that the employee will share the knowledge and expertise gained from professional development as appropriate
- 15.5 Current contractual and/or policy provisions and local arrangements are to be retained on a District by District basis for psychologists employed as of 1 June 2016 as per Schedule A for those District's listed therein.
- 15.6.1 The following clauses shall apply to all Districts and all employees, except where a more beneficial entitlement is applicable under 15.5, in which case Schedule A shall prevail in respect of the relevant employee covered by clause 15.5. Any entitlements provided under Schedule A are inclusive of, and not additional to, the entitlements provided under this clause 15.
- 15.6.2 In usual circumstances, approved CPD would be undertaken as part of normal work time and as such be paid accordingly. The maximum pay per day when undertaking approved CPD shall not exceed the employee's ordinary hours for that day.
- 15.6.3.1 Should an employee attend approved CPD on a Saturday and/or Sunday the employee may, at the discretion of the employer, subject to consultation with the employee, either take time off in lieu (TOIL) on an hour off for each hour of approved CPD, or be

paid at T1 rate for time spent undertaking this approved CPD ) up to the employees normal average daily working hours (for example, full-time employees up to 8 hours and a half time employee up to 4 hours per day). Where TOIL is approved it will be taken at a time suitable to both parties and subject to the prior approval of the appropriate manager/team leader. As part of the consultation the employer and the employee may agree to a mix of TOIL or paid time.

15.6.3.2 The maximum amount of TOIL or payment under this provision shall not exceed 32 hours in any year of service.

15.6.3.3 The time spent undertaking the approved CPD shall not be included when determining an employee’s entitlement to overtime under clause 7.0 of this agreement.

15.7.1 Psychologists shall be entitled to reimbursement for all actual and reasonable travel, accommodation, fees and expenses incurred in undertaking approved CPD and books necessary for clinical work, to a maximum of the following:

	Range on Psychologists Scale	Maximum CPD entitlement p.a.	Maximum accumulation over two-year period
Band A	Steps 1 - 4	\$2,500	\$5,000
Band B	Steps 5 - 7	\$4,000	\$8,000
Band C	Step 8 +	\$4,500	\$9,000

As a translation arrangement those Psychologists on the old step 6 (\$93,834) at date of settlement shall continue be entitled to the arrangements for psychologists in Band B.

15.7.2 The entitlements will be pro rata for part time employees who engage in private practice or secondary employment as a psychologist.

15.8 Mandatory training requirements are not included in the above allocation.

15.9 The parties acknowledge that monitoring of the application of these provisions is of mutual interest and arrangements shall be in place locally to ensure that the principles of transparency, fairness, timeliness and consistency are applied and that the needs of each party are met.

**16.0 PROFESSIONAL SUPERVISION**

The employer, in consultation with the professional advisor (or equivalent role) will ensure appropriate supervision is provided in relation to the psychologist’s level of clinical specialisation and experience, developing specialist skills, dual relationships and supervisory needs.

Wherever possible, dual relationships should be avoided. The blurring of social and supervisory relationships may compromise the supervision. Overlap of line management

and supervisory relationships may reduce the safety for the supervisee to acknowledge areas of difficulty.

When external supervision is necessary to meet the above needs, appropriate authorisation for payment must be sought in advance.

Supervision relationships within a District shall be subject to yearly reviews, and a psychologist has the right to seek a review of their supervision arrangements if not satisfied with them.

## **17.0 ANNUAL LEAVE**

17.1 This provision shall apply only until such time as clause 17.2 applies. Employees shall be entitled to 4 weeks annual leave, taken and paid in accordance with the Holidays Act 2003, and subject to the other provisions of this clause, except that:

17.1.1 Employees at Bay of Plenty District will be entitled to 4.4 weeks' annual leave on completion of their first year of service.

17.2 On completion of five years' continuous service recognised by the employer in accordance with 17.4 below, the employee shall be entitled to 5 weeks' annual leave. This replaces any additional entitlement to Board or Recreation days.

This 5<sup>th</sup> week of leave will start accruing from the employee's next anniversary date after 1 July 2008.

17.3 Conditions

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

(ii) The employer may permit an employee to take annual leave in one or more periods.

(iii) 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.

17.4 "Service" for the purposes of this clause, for those employed after the effective date of this agreement (1 October 2010), shall include all service recognised for annual leave entitlement at the time of commencement of employment (this may include overseas service or service with a New Zealand non Te Whatu Ora employer) and shall include all service with the employer that is continuous. For existing staff, service that is currently recognised at the commencement of this agreement will continue to be recognised (i.e. the same as you had at the time this agreement came into force). Where recognition of leave was not specified at commencement the employer will determine what service is recognised as per clause 2.

17.4.1 Where an employee has been granted special leave including leave without pay (but excluding sick, accident or military leave) for a period exceeding two (2) months, the employer may exclude such time from service for leave purposes.

17.5 Notwithstanding the above, casual employees may be paid 8% of gross taxable earnings in lieu of the annual leave entitlement in 17.1, to be added to each fortnightly or weekly wage payment, where this is agreed and they meet the requirements of s.28 of the Holidays Act 2003.

## **18.0 LONG SERVICE LEAVE**

18.1 An employee shall be entitled to long service leave of one week upon completion of each five year period of current continuous service with the employer.

18.2 Long Service Leave will be paid for each week of leave on the same basis as annual leave (clause 17) in accordance with the Holidays Act 2003. This will be based on the employees' FTE status at the time of taking the leave. Wherever practicable long service leave is to be taken in periods of not less than a week.

18.3 For the purposes of 18.1 current continuous service shall be recognised from 1 July 2008.

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

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

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

## **19.0 SICK & DOMESTIC LEAVE**

19.1 On appointment, an employee shall be entitled to ten (10) working days' leave for sick or domestic purposes during the first twelve months of employment, and an additional ten (10) working days for each subsequent twelve-month period.

19.2 Where an employee is granted sick leave they shall be paid in accordance with the Holidays Act 2003 for the minimum statutory entitlement prescribed therein. Additional contractual or discretionary sick leave that is taken or approved shall be paid at the ordinary rates of pay (T1 only).

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

19.4 An employee who has exhausted or is about to exhaust their entitlement to sick leave or domestic leave as provided for in this agreement may apply for further sick or domestic leave up to a maximum of 10 days per annum. At the employer's discretion, the employee may be granted:

- a) Additional paid sick or domestic leave and/or
- b) Additional leave without pay and/or
- c) Anticipated paid sick or domestic leave, whereby the anticipated leave to a maximum of 5 days per annum is deducted from an employee's entitlement as it accrues and any amount of leave taken in excess of an employee's entitlement at the time of cessation of their employment may be deducted (at the rate of pay which applied at the time the anticipated sick or domestic leave was taken by the employee) from the employee's final pay.

Any such application shall be responded to within a reasonable time, in writing, with reasons provided by the employer if any part of the employee's application has been declined.

In exceptional circumstances the employer may grant further leave entitlements.

19.5 The provisions of this clause are inclusive of the special leave provisions of the Holidays Act 2003.

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

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

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

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

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

19.7.1 The period of sick leave is more than three days and a medical certificate is produced.

19.7.2 In cases where the period of sickness extends beyond the approved period of annual or long service leave, approval will also be given to debiting the portion, which occurred within the annual leave or long service leave period, against sick leave entitlement, provided the conditions in 19.7.1 above apply.

19.7.3 Annual leave or long service leave may not be split to allow periods of illness of three days or less to be taken as sick leave.

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



19.7.5 Where an employee has a consistent pattern of short-term Sick Leave, or where those absences are more than 10 working days/shifts or more in a year, then the employee's situation may be reviewed in line with the employer's policy and Sick Leave practices. The focus of the review will be to assist the employee in establishing practical arrangements to recover from sickness or injury.

## **20.0 BEREAVEMENT/TANGIHANGA LEAVE**

For all employees the following provision shall apply for bereavement leave for death in New Zealand or overseas:

- 20.1 An employer shall approve 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 taking into account travel time. This is inclusive of the Holidays Act provisions.
- 20.2 If bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of 20.1. This provision will not apply if the employee is on leave without pay.
- 20.3 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner.
- 20.4 The employer agrees that upon application, it may be appropriate to grant leave without pay in order to accommodate various special leave needs not recognised in clause 20.1 above.

## **21.0 JURY AND WITNESS SERVICE LEAVE**

For all employees the following provision shall apply for jury/witness service leave:

- 21.1 Employees called on for jury service, or subpoenaed for witness duties are required to serve. Where the need is urgent, employers may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.
- 21.2 An employee called on for such service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain any official court fees (and expenses paid).
- 21.3 Where leave on pay is granted, a certificate is to be given to the employee by the employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of fees and expenses paid. The employee is to pay the fees received to the employer but may retain expenses.

- 21.4 Where leave on pay is granted, it is only in respect of time spent on such service, including reasonable travelling time. Any time during normal working hours when the Court does not require the employee, the employee is to report back to work where this is reasonable and practicable.
- 21.5 If the employee is required to attend court or similar institution to give evidence as a requirement of their employment the time incurred attending to such duties shall be treated as paid employment.

## **22.0 LEAVE TO ATTEND MEETINGS OF STATUTORY BOARDS AND COMMITTEES**

The employer shall grant leave on full pay at the request of the employee, to employees attending meetings of Boards or Committees convened by the Ministry of Health or the State Services Commission, the Psychologists Board and its committees or professional association executive or governance meetings provided that:

- a) any remuneration received for the period that paid leave was granted shall be paid to the employer.

## **23.0 PUBLIC HOLIDAYS**

- 23.1 The following days shall be observed as public holidays:

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

- 23.2 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:

- (a) 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.

- (b) 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.
- (c) 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 call back rates identified in clause 8.0 shall apply. Only one alternative holiday will be granted in respect of each public holiday.
- 23.3 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.
- 23.4 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.
- 23.5 An employee who is required to be on call on a public holiday as provided above, but is not called in to work, shall be granted an alternative holiday, except where the public holiday falls on a Saturday or Sunday and its observance is transferred to a Monday or Tuesday which the employee also works. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- 23.6 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.
- 23.7 Off duty day upon which the employee does not work:
- (a) 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.
- (b) 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.

#### 23.8 Public holidays falling during leave:

(a) 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.

(b) 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.

(c) 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.

### 24.0 PARENTAL LEAVE

24.1 Statement of principle - The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave and is to be read in conjunction with the Parental Leave and Employment Protection Act 1987 (referred to as the Act in this clause 24), provided that where this clause 24 is more favourable to the employee, the provisions of this clause 24 shall prevail.

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

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

24.3 Length of Parental Leave:

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

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

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

24.4 In cases of adoption of children of less than six years of age, parental leave shall be granted in terms of 24.2 and 24.3 above, providing the intention to adopt is notified to the employer immediately following advice from the Department of Child, Youth and Family services to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an approved adoption placement shall be provided to the employer's satisfaction.

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

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

24.7 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.

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

24.9 Job protection –

24.9.1 Subject to 24.10 below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:

- a) at the equivalent salary, grading;
- b) at the same 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.

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

24.9.3 Parental leave shall be recognised towards service-based entitlements, i.e.: annual leave and sick leave.

## 24.10 Ability to Hold Position Open

24.10.1 Where possible, the employer must hold the employee's position open or fill it temporarily until the employee's return from parental leave. However in the event that the employee's position is a "key position" (as contemplated in the Paid Parental Leave and Employment Protection Amendment Act 2002), the employer may fill the position on a permanent basis.

24.10.2 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 24.9.1 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 parental leave as in 24.3 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 parental leave in terms of 24.3 above for up to 12 months: provided that, if a different position is accepted and within the period of parental leave in terms of 24.3, 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 parental leave in terms of 24.3 above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 29 of this contract.

24.11 If the employee declines the offer of appointment to the same or similar position in terms of clause 24.9.1 above, parental leave shall cease.

24.12 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.

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

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

- 24.15 Paid Parental Leave – Where an employee takes parental leave under this clause 24, the employee shall be paid by the employer for a period of fourteen (14) weeks from the commencement of parental leave.

The employee who shall be paid by the employer at the base rate (pro rata if applicable) applicable to the employee will be the employee who receives the parental leave payment from public money under the Act only.

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

- 24.16 Conditions relating to parental leave lump sum payments, childcare, childcare support payments, and re-appointment after absence due to childcare provisions as contained in Schedule A shall continue to apply.
- 24.17 Employees returning to work following a period of parental leave can request flexible working arrangements, including part-time employment in accordance with the arrangements in clause 14.

## **25.0 VARIATIONS CLAUSE**

This Agreement may be varied by agreement between the employer (all employers) and APEX subject to normal ratification procedures. Such agreement shall be in writing and signed by the parties.

## **26.0 ACCIDENTS**

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 s/he is transported, and claim reimbursement from the Accident Rehabilitation and Compensation Insurance Corporation.

## **27.0 CHILD CARE FACILITIES**

The parties recognise the importance of good quality childcare facilities being readily available to employees, and support investigation of appropriate childcare facilities arrangements.

## **28.0 SAVINGS CLAUSE**

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

## **29.0 EMPLOYEES TRANSFERING FROM INDIVIDUAL EMPLOYMENT AGREEMENTS TO THIS AGREEMENT**

Where an employee on an individual employment agreement elects to be bound by this Collective Agreement (by virtue of coverage and union membership), their previous terms and conditions of employment shall no longer apply unless otherwise agreed in writing between that employee and their employer.

## **30.0 STAFF SURPLUS AND EMPLOYMENT PROTECTION (FOR EXISTING EMPLOYEES RECOGNITION OF PREVIOUS SERVICE FOR THE PURPOSE OF THIS CLAUSE WILL BE SERVICE THAT WAS RECOGNISED AS AT 1 JULY 2005.**

- (a) When as a result of the restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in subclause (d) below shall be invoked and agreed on a case by case basis.
- (b) Where an employee's employment is being terminated by the employer by reason of the employer arranging another employer to provide the services previously provided via the employee the provisions of Schedule 1B subclause 19 of the Employment Relations Act (the Act) apply, the new provider of services will be advised that a continuation of current terms and conditions of employment for those staff electing to be employed by the new provider is required under the Act. The provisions of the Act also require the new employer, under certain circumstances, to offer employment to the affected staff.

Nothing in this agreement shall require the employer to pay compensation for redundancy to the employee if:

- (i) The person acquiring the business or the part being sold or transferred -
  - (1) has offered the employee employment in the business or the part being sold or transferred; and
  - (2) has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and
- (ii) 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:
  - (1) any service related conditions; and
  - (2) any conditions relating to redundancy; and
  - (3) any conditions relating to superannuation - under the employment being terminated; and



- (iii) 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:
  - (1) in the same capacity as that in which the employee was employed by the employer; or
  - (2) in any capacity that the employee is willing to accept.
  
- (c) Notification of a staffing surplus shall be advised to the affected employees and their union/representatives at least one month prior to the date of giving notice of the position required to be discharged to the affected employee. This date may be varied by agreement between the parties. During this period, the employer and employee, who can elect to involve their representative, will meet to agree on the option most appropriate to the circumstances. Where employees are to be relocated, at least three months' notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).
  
- (d) The following information shall be made available to the employee organisation representatives in respect of affected employees they represent:
  - (i) the location/s of proposed surplus
  - (ii) the total number of proposed surplus employees
  - (iii) the date by which the surplus needs to be discharged
  - (iv) the positions, grading and names of the affected employees
  - (v) availability of alternative positions in Te Whatu Ora.
 On request the employee organisation representative will be supplied with relevant additional information where available.
  
- (e) Options - The following are the options to be applied in staff surplus situations:
  - (i) reconfirmed in position
  - (ii) attrition
  - (iii) redeployment
  - (iv) leave without pay
  - (v) enhanced early retirement
  - (vi) retraining
  - (vii) severance.

Option (i) will preclude employees from access to other options. The aim will be to minimise the use of Severance.

- (f) 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 affected candidate the position will be advertised between the affected candidates with appointment made as per normal appointment procedures.

- (g) 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.
- (h) Redeployment - Employees may be re deployed to a new job at the same or lower salary in the same or new location.
  - (i) 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:
    - (1) 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
    - (2) 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).
  - (ii) Where the new job is within the same local area and extra travelling costs are involved, actual additional travelling expenses by public transport shall be reimbursed for up to 12 months.
  - (iii) The redeployment may involve employees undertaking some on-the-job training.
- (i) 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.
- (j) Retraining -
  - (i) 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.
- (k) Enhanced early retirement -
  - (i) Employees are eligible if they are within 10 years of retirement and have a minimum of ten years' total aggregated service as follows (excl BOP):
    - (1) For employees who were employed by the Employer from the dates specified in the following Districts:
      - Lakes, as at 30 June 1995
      - Waikato, 30 June 1992
      - Counties, 1 July 1992
      - Waitemata, 31 July 1999

Whanganui, 1 October 1997

MidCentral 1 February 1994

BOP, are not included in enhanced early retirement provisions.

Service which was recognised under their previous collective employment agreement shall continue to be recognised for the remainder of their current continuous service, except that in the event of any such employee leaving the employ of the employer and then recommencing employment at a later date, the provisions of sub-clause (a) above shall apply.

(2) A break in service of one month or less shall not break the continuity of service -

But excludes any service with any of the above services or with any Board which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services or from any Boards.

- (i) Membership of a superannuation scheme is not required for eligibility.
- (ii) The provisions of the retiring gratuities shall be retained as they currently exist in each District.

(1) 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months in lieu of notice. This payment is regardless of length of service; and

(2) 12 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months service; and

(3) 4 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one up to a maximum of 19; and

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

NB: The total amount paid to employees under this provision shall not exceed the total basic salary (T1 rate only) the employee would have received between their actual retirement and the date of their compulsory retirement.

(5) If the employee has ten or more years' service, the full retiring gratuity set out in the scale within the Retiring Gratuities schedule shall be paid.

(6) outstanding annual leave and long service leave may be separately cashed up.

(l) Severance - Payment will be made in accordance with the following:

(i) "Service" for the purposes of this subclause (l) means

(a) For new employees joining the District or its predecessor after:

<b>DHB</b>	<b>Date</b>
Lakes DHB	1 July 1995
Waikato DHB	30 June 1992
Counties DHB	1 July 1992
Whanganui DHB	1 October 1998
BOP DHB	30 June 1992
Waitemata DHB	31 July 1999
MidCentral DHB	1 February 1994

service from the date of joining the District or its predecessor.

(b) For employees who were employed by the Employer prior to the dates in the table immediately above, service which was recognised under their previous collective employment contract (agreement) shall continue to be recognised for the remainder of their current continuous service, except that in the event of any such employee leaving the employ of the employer and then recommencing employment at a later date, the provisions of sub-clause (a) above shall apply.

(c) A break in service of one month or less shall not break the continuity of service -

But excludes any service with any of the above Services or with any Board which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services or from any Boards.

(ii) 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment is regardless of length of service; and

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

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

- (v) where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.
- (m) Outstanding annual leave and long service leave may be separately cashed up.
- (n) 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.
- (o) Counselling - Counselling for affected employees and family will be made available as necessary.

### **31.0 DEDUCTION OF APEX MEMBERSHIP FEES**

The employer shall deduct APEX fees from the wages/salaries of employees when authorised in writing by members. Fees so deducted will be forwarded to APEX. APEX shall provide to the employer upon request, a list of members on a quarterly basis. The employer shall provide APEX upon request, on a quarterly basis, lists of employees (APEX members) covered by this agreement specifying, also, occupations and workplaces.

### **32.0 PAID UNION MEETINGS**

- 32.1 Subject to subsections 32.2 to 32.5 of this clause, the employer shall allow every employee who is a member of APEX, on ordinary pay, to the extent that the employee would otherwise be working for the employer during the meeting, two stop work meetings (each of a maximum of two hours' duration) in each year (being the period beginning on the first day of January and ending of the following 31st day of December).
- 32.2 APEX shall give the employer at least 14 days' notice of the date and time of any meeting to which sub-clause (1) of this clause applies.
- 32.3 APEX shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any meeting, including, where appropriate, an arrangement for sufficient employees to remain available during the meeting to enable the employer's operation to continue.
- 32.4 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.
- 32.5 Only employees who actually attend an APEX meeting shall be entitled to pay in respect of that meeting and to that end APEX shall supply the employer with a list of employees who attended and shall advise the employer of the time the meeting finished.

### **33.0 APEX REPRESENTATIVES RIGHT OF ENTRY**

The authorised APEX representative shall with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises for the purpose of interviewing any employee(s), enforcing the agreement on behalf of any employee(s) covered by this agreement and any other lawful act, but not so as to interfere unreasonably with the business of the employer.

### **34.0 EMPLOYEE EDUCATION LEAVE**

The Employer shall grant Employment Relations Education leave in accordance with the Employment Relations Act 2000 for employees party to this agreement to attend courses authorised by the Minister of Workplace Relations and Safety. The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.

### **35.0 DELEGATE FACILITIES**

The Parties to this Agreement recognise the important role delegates play in providing support to union members, participating in union activities including consultative forums, negotiations and generally in a communicating role.

To enable delegates to effectively carry out their roles, the employer will allow them reasonable time off work on full pay during working hours, including attendance at APEX national and divisional executive meetings. Prior approval shall be obtained from the manager concerned and such approval shall not be unreasonably withheld.

### **36.0 TERMINATION OF EMPLOYMENT**

In the absence of specific written agreement between the employer and employee, four weeks' notice of resignation or dismissal shall be given by the employee or the employer, except in cases of misconduct where an employee may be subject to instant dismissal. This provision does not restrict or impair the statutory powers of the employer to appoint or dismiss.

### **37.0 DISPUTES AND PERSONAL GRIEVANCES**

This clause sets out how employment relationship problems are to be resolved.

#### **37.1 Definitions**

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 but does not include any problem with negotiating new terms and conditions of employment.

**37.2 A "personal grievance" means a claim that an employee**

- (i) Has been unjustifiably dismissed; or
- (ii) Has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
- (iii) Has been discriminated against in his/her employment; or
- (iv) Has been sexually harassed in his/her employment; or
- (v) Has been racially harassed in his/her employment; or
- (vi) Has been subjected to duress in relation to union membership.

NOTE: The terms used in this clause have precise legal meanings, which are in the Employment Relations Act. Employees who believe they have a personal grievance should seek the advice of their delegate or Union.

**37.3 A "dispute" is a disagreement over the interpretation, operation or application of an employment agreement.**

**37.4 Time limit on raising personal grievance**

An employee who believes he/she has a personal grievance must make the employer aware of the grievance within 90 days of the grievance arising (or of the employee becoming aware that he/she has a grievance). Where the personal grievance relates to sexual harassment this period is 12 months.

**37.5 Raising employment relationship problems**

An employment relationship problem should be raised and discussed with the employee's manager as soon as possible.

The employee is entitled to seek advice and assistance from a union representative in raising and discussing the problem.

The employee, employer and union will try in good faith to resolve the problem without the need for further intervention.

**37.6 Mediation**

If the problem is not resolved by discussion, any party may (without undue delay) seek the assistance of the mediation services provided by the Department of Labour.

All parties must co-operate in good faith with the mediator in a further effort to resolve the problem.

Mediation is confidential and, if it does not resolve the problem, is without prejudice to the parties' positions.

Any settlement of the problem signed by the mediator will be final and binding.

**37.7 Employment Relations Authority**

If the problem is not resolved by mediation, it may be referred to the Employment Relations Authority for investigation and determination.

NOTE: The powers of the Employment Relations Authority, and the remedies it may award, are set out in detail in the Employment Relations Act.

## **38.0 TERM**

The Agreement shall be deemed to have come into force on **19 June 2023** and shall continue in force until **30 June 2025**.

## **39.0 PARTNERSHIP AGREEMENT**

### **Objectives**

The Parties to this agreement seek to give practical and meaningful support to their working relationships in the spirit of Partnership, so that mutually beneficial gains can be made for both parties.

This agreement confirms an understanding between the parties that an effective partnership relationship will help enable both improved service delivery for our clientele and an improved work environment.

The parties acknowledge that the relationship will operate primarily at the individual District level. However, the parties may agree to undertaking projects at a regional or national level as appropriate. In this latter case, an appropriate group will be formed to consider and advise the local partnership forum.

### **Guiding Principles**

Te Whatu Ora and APEX members bound by this agreement acknowledge that they must work cooperatively to achieve their objectives of improving the delivery of services to our clientele and improving the work environment.

For this purpose the parties agree to deal with each other in good faith and, to the extent they are capable, agree:

- to aim to provide appropriate health care services to the communities they serve in an effective and efficient manner supported by appropriate numbers of registered competent psychologists.
- to promote the provision of a safe, healthy and supportive work environment, overcoming differences in a collegial and problem solving manner
- to improve the relationship, decision making and cooperation between the parties and where appropriate, involving both parties in service delivery, development, governance, leadership roles and change management
- to maximize efforts to review and improve our cost effectiveness, utilising the range of psychologist skills to support sustainable delivery of high quality health services, recognizing the changing needs of the clientele we serve and the need for adequate resources and facilities



- to recognize that delivery of high quality services is dependent upon well-trained employees, supported in their professional development and career pathways, delivering the service.

The parties shall conduct themselves with integrity and act in a principled manner, taking responsibility for and being accountable for their actions. The relationship is to be characterized by constructive engagement based on honesty, openness, commitment, trust and respect.

### **Key Initiatives**

The following are initial priorities to be considered for joint projects and/or trials in Districts where both parties agree to participate:

- in a review of the administrative and record-keeping work involved in servicing a client/patient with a view to eliminating/modifying unnecessary activity and improving output
- in a review of regional services to consider possible improvements to services and output
- flexibility in hours of work, provided sufficient availability of Psychologists, to be explored to better meet needs of clients for after-hours services including possible trialling of Saturday work on a voluntary basis.
- consideration of targets for psychologists for directly patient-attributable proportion of time, to help improve access and service delivery.
- work jointly to address any systemic and other issues impacting on staff turnover and improve staff retention.

### **General**

Both parties agree that effective dialogue and participation is dependent upon effective structures for engagement, an effective agenda for engagement, and the participants themselves being sufficiently representative, knowledgeable, skilled and committed to the relationship and process. They agree to exert their best endeavours to ensure that such dialogue and participation is facilitated.

## **40.0 KIWISAVER**

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

## **41.0 FAMILY VIOLENCE LEAVE**

The employer will apply the provisions specified in sub-part 5 of the Holidays Act 2003 (ss.72A-72J inclusive) including applications for leave and changes to working arrangements in accordance with the Act and the relevant employer policies.

## 42.0 TE AO MĀORI

The employer will take all reasonable steps and provide adequate resourcing to ensure all psychologists are culturally competent to work with Māori.

The employer will actively support, develop and implement strategies to increase the Māori psychology workforce.

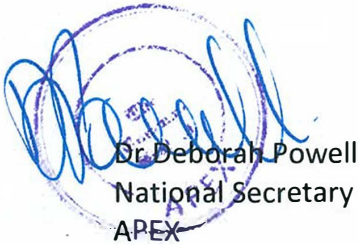
The employer will actively support and contribute to the development of an indigenous Maori psychology profession that is better able to meet the needs and aspirations of Maori consumers of psychological services.

## 43.0 ATTESTATION TO THE AGREEMENT

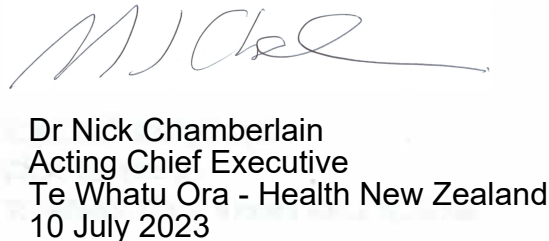
The duly authorised representatives attest to the agreement recorded and detailed within this collective agreement:

**Signed:**

Dated this 3<sup>rd</sup> day of July 2023



Dr Deborah Powell  
National Secretary  
APEX



Dr Nick Chamberlain  
Acting Chief Executive  
Te Whatu Ora - Health New Zealand  
10 July 2023

## SCHEDULE A

### **BOP SPECIFIC**

#### **Study Leave**

Study leave for up to three months to enable completion of qualifications, attendance at courses, seminars may be granted. The education must be relevant to the work of the District and must also facilitate your personal growth and development and be included in your professional development plan. Such leave may be fully paid, part paid, unpaid and/or contribution may be made by the employer towards costs.

#### **Special Leave**

From time to time at your Team Leader/Manager's discretion and on such conditions as are agreed you may be granted special leave on a paid or unpaid basis. You may need such leave, for example, for work-related study, or unusual personal circumstances. Team Leaders have delegated authority to approve up to five days leave without pay or for periods between one and twelve weeks to be decided by your Team Leader after consultation with Human Resources.

#### **Childcare**

A childcare subsidy paid as an allowance of \$60.00 a week for verifiable childcare for 12 months (or \$35 a week for 24 months) after return from parental leave is available, except during periods of leave without pay. BOP District may offer this allowance to new staff. This provision will be reviewed in the event that the District sponsors access to childcare or is involved in a childcare joint venture that staff can reasonably access.

#### **Sabbatical Leave**

Staff are encouraged to undertake courses of study or further development or research that will have a directly beneficial relationship to the District.

You are welcome to apply for sabbatical leave if you have been with the District not less than 24 months. Sabbatical leave for up to 12 months may be sought. You will be advised in reasonable time prior to the commencement date of the leave sought that your request has either been approved or declined, and whether such leave will be fully paid, part paid, unpaid and/or the level of contribution towards costs that the District is able to make. You will be able to return to the same or similar duties on your return from sabbatical leave.

#### **Continuing Professional Development**

The status quo shall be maintained.

### **COUNTIES MANUKAU SPECIFIC**

#### **Additional leave**

In recognition of the need for psychologists to regularly work in excess of 40 hours per week whole time psychologists shall receive 5 additional days annual leave on the following conditions:

- (a) The employee can clearly demonstrate that they are required to work more than 40 hours work per annum in addition to their ordinary hours of work.
- (b) Any arrangements for time off in lieu of additional hours worked shall take account of leave granted in terms of this clause.

### **Continuing Education and Professional Development Leave**

To assist individuals in updating and enhancing their clinical skills, the employer shall grant employees the following:

In the first year of service each employee shall be entitled to 20 hours CEPD leave on pay and up to \$2500 per annum, accumulated to a maximum of \$5000 over a two year period.

In the second year of service each employee shall be entitled to 30 hours CEPD leave on pay and up to \$2500 per annum, accumulated to a maximum of \$5000 over a two year period.

In the third and subsequent year of service each employee shall be entitled to 40 hours CEPD leave on pay and up to \$2500 per annum, accumulated to a maximum of \$5000 over a two year period.

Approval for individuals to take education leave over and above these provisions will be at the discretion of the employer.

### **Process for Applying to Utilise Entitlements**

- (a) Employees who wish to attend a course/conference during their work hours must apply in writing to their Team Leader, using the Application for Leave form giving appropriate reasons, justification/benefits etc.
- (b) The team leader/group manager in conjunction with the relevant professional leader then assesses the application.
- (c) The application will be evaluated based on the following criteria:
  - i. How the course/conference will benefit the employee, patients and/or the employer.
  - ii. Education leave previously granted to the applicant in the same year.
  - iii. Meeting the requirements of leave provisions within this Employment Agreement.
- (d) Copies of approval to be distributed to the following: team leader (original), applicant, human resources for applicants personal file.
- (e) If declined:
  - i. The team leader/group manager /professional leader must state in writing the reasons for leave being declined.

- ii. If the applicant is not satisfied with the reasons for leave being declined they may apply for a review of the decision by written submission to the Review Panel.
- iii. The Review Panel will consist of the Group Manager, Professional Leader and 2 APEX representatives.

(f) The table below outlines the elements that are included or excluded by the leave/expense entitlement in this clause.

Included	Excluded
<p>Clinically related seminars, conferences, workshops, courses of 2 hours or more duration, on or off site.</p> <p>IS training requirements other than the minimum needs associated with the employee's role.</p>	<p>Annual Update Day</p> <p>Welcome Day</p> <p>Grand Round</p> <p>Courses under 2 hours long</p> <p>IS requirements deemed a minimum requirements of the role.</p>

### **Annual Update Day**

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

## **LAKES SPECIFIC**

### **Continuing Professional Development**

To assist individuals in updating and enhancing their clinical skills, the employer shall grant employees 5 days leave per annum and up to \$3,000 per annum (cumulative for 3 years) reimbursement of costs on production of receipts or by prior payment of costs.

Approval for individuals to take professional development leave over and above these provisions will be at the discretion of the employer.

The employer shall support relevant research by employee(s).

Service for the purposes of annual leave shall include all service as a psychologist and assistant psychologist for those employed prior to 1 July 2011.

### **Leave to attend APEX Executive Meetings**

An aggregate of 3 days paid leave per annum shall be granted to cover APEX Executive meetings. Provided, that the Employer receives written notice from the employee representative 14 days prior to the date(s) for which leave is required, and service requirements can be reasonably satisfied. Notice shall be given for each meeting and shall state the name(s) of employees seeking leave, the number of days and the meeting(s) being attended. Except leave shall only be granted when correct notice has been received – where 14

days' notice cannot be given because of the calling of emergency meetings only, a reasonable lesser period of notice will be accepted.

## **WHANGANUI SPECIFIC**

### **Continuing Professional Development**

Whanganui District supports the need for ongoing Clinical Training/Professional Development for Employees and regards this as critical to the delivery of effective client care.

All employees' clinical training/professional development needs shall be identified at least annually. Each employee will have a written training programme developed and signed off annually. How each individual employee's clinical training/ professional development needs are met should be decided in consultation between the employer and the employee.

All employees shall be entitled to a minimum of 32 paid hours, pro rata for part-time employees, clinical training/professional development per annum. These hours are non-accruable. All clinical training/professional development should recognise the needs of the employee and the needs of Whanganui District as identified in the professional objectives.

Casual employees do not have any fixed entitlement to Training/Study leave but Whanganui District will ensure they are orientated and trained to appropriate levels for the areas they are working in.

## **WAIKATO SPECIFIC**

### **Continuing Professional Development**

NOTE: These provisions shall not apply to interns or locums who are employed for periods of six months or less or to employees who have formally notified the employer of their decision to resign.

- (i) Health Waikato and the ethical code of Psychologists requires Clinical Psychologists to be fully informed and updated in the latest evidence based practice to enhance the services they deliver at Health Waikato. To facilitate this, employees may apply to be released from duty for 5 working days per annum, a percentage of which may be accumulated up to three years. Where necessary travelling time shall also be covered by paid leave in addition to professional development leave.
- (ii) Professional development leave will be considered upon its merits in respect of enhancing the clinician's clinical practice. Professional development planning will be identified as part of performance planning, so that the best fit between the individual's professional development needs and the organisation's needs is achieved. Feedback in the form of training for other staff or updating colleagues should be appropriate to the needs of the organisation.

(iii)

## **MIDCENTRAL SPECIFIC**

### **Time in Lieu as an Alternative for Overtime Payment**

An employee who is eligible to be paid overtime shall as an alternative to such payment be entitled to choose time off equivalent to the extra time worked at the convenience of the employer.

MidCentral District recognise that there may be a need for employees to work additional hours at times to meet service requirements. These additional hours may be credited as time in lieu and both parties should ensure that this time is taken off as is convenient for the person and the service.

### **Guidelines**

- Time in lieu should only be accumulated up to 16 hours (2 days).
- Time accumulated should be taken within a month of accumulation.
- Time in lieu is credited time for time - if an hour is worked overtime an hour time in lieu is accumulated.
- Each area should have a system of recording time in lieu.
- Time in lieu can only be credited in blocks of 1/2 hour.
- Time in lieu is time worked outside employees' normal work hours.

These are guidelines and can be varied to meet individual circumstances in consultation with the Team leader.

### **Reappointment After Absence Due to Childcare**

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

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

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

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.

This application for reappointment must be accompanied by:

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

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.

Where:

- (i) The applicant meets the criteria for eligibility; and
- (ii) There exists at the time of notification or becomes available within the period up to two weeks before the intended date of resumption of duties a position which is substantially the same in character and at the same or lower grading as the position previously held; and
- (iii) The applicant has the necessary skills to competently fill the vacancy;

then the applicant under these provisions shall be appointed in preference to any other applicant for the position.

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

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

### **Professional Development**

MidCentral District is committed to the concept of education and the upgrading of skills for all employees.

MidCentral District supports the principle that performance management promotes continuous improvement in both individual and Organisation performance and as a consequence results in enhanced delivery of quality healthcare and disability support services to patients/ clients/ residents within available resources. MidCentral District also supports performance management as being an inherent component of ensuring that all employees receive fair and proper treatment in their employment.

MidCentral District's performance management process provides for the development of an Education and Development Plan to ensure each employee's identified learning and development needs will be met. Within this framework processes used to meet identified needs should be fair and consistent for all employees.

### **Principles of Considering Education Support/Professional Development**

a) The Psychology Professional Advisor will work with employees to identify the professional development needs of the group.

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



will include consultation with the Psychology Advisor and recognition of the need for training to support psychologists to develop their practice as appropriate to the discipline.

c) When considering applications for education and development support the Team Leader will consider the needs of the individual, the occupational group, the service, the organisation and the client group along side the available resources.

The District recognises the considerable personal investment Clinical Psychologists have made in their training to date as they enter into registration with a Masters or Doctoral Level Training with additional post graduate qualification completed during their internship training.

The District recognises ethical standards and competency requirements demand that psychologists maintain knowledge and skills through ongoing professional development.

Small numbers of the profession, and diversity of skills offered by psychologists within the organisation, mean relevant training opportunities often may not viably be offered internally.

Psychologists should plan their professional development requirements with their service leader during their annual performance review.

#### **Education Leave/Self Directed Leave**

Every full-time and part-time employee will receive in every anniversary year a minimum of eight hours self-directed education leave, paid at ordinary rates. Entitlements over and above this eight hours study leave may be granted, based on individual circumstances.

This leave may be taken to enable the employee to undertake self guided study, specific research or projects considered by the employee, professional advisor and employer, as to be of benefit to the professional development of the employee and of benefit to the clients of MidCentral Health District.

Timing of this leave should take into consideration the needs of the service.

#### **MidCentral District will grant education leave of:**

- Two days per annum to permanent staff on steps 1-4 inclusive of the Psychologists Salary Scale, or
- Three days per annum to permanent staff on steps 5-9 inclusive of the Psychologists Salary Scale, or
- Five days per annum for permanent staff on steps 10 and above of the Psychologists Salary Scale.

to enable the employee to attend approved courses of study, seminars or conferences or to undertake specific research or projects considered by the employee and the employer to be of benefit to the professional development of the employee and of benefit to MidCentral District.

This entitlement will be pro-rated for part-time staff.

This entitlement will be in addition to core training required by the organisation.

This entitlement may not be accumulated.

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

The parties acknowledge that not all education needs may be apparent at the date of establishing the performance management plan and that staff may request education leave within their allocation during the year as the need arises.

Where MidCentral District has determined that additional applicable qualifications are a requirement of the position or would enhance the knowledge and clinical practice of a permanent senior staff member in a manner that will significantly contribute to service delivery, a further five days study leave will be granted in addition to that specified above. This entitlement may not be accumulated.

Where MidCentral District has determined that additional applicable qualifications are a requirement of the position, on successful completion, the District will reimburse a minimum of 70% of course costs of up to two papers per year.

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

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

Where self-directed education leave requires purchase of texts/manuals and other training tools, application for these can be made as per application for training costs.

In addition to leave granted above, MidCentral District supports Psychologists to attend professional development seminars or courses of study to maintain professional standards.

The District supports Psychologists to attend one conference per year, either the conference of their professional organisation, or a conference of another appropriate professional group directly related to practice, in addition to seminars or courses. Leave to attend will be granted in addition to leave granted for Self directed leave. This entitlement will be in addition to core training required by the organisation.

MidCentral District recognises the changes by which learning can be provided and that training may be provided in formats other than face to face. E.g. where clinicians identify a course/training programme offered by internet (by an appropriate tertiary level or equivalent supplier) leave should be granted as for traditional courses. In some instances this may be taken in portions smaller than a full day.

### **Extended Professional Development Education Leave**

In some instances, senior staff will have reached a level of clinical competence whereby their ongoing professional education can only be accomplished by attendance at international conferences.

Any senior psychologist who identifies the need to attend such training should apply in writing, with written support from Professional Advisor and Supervisor (or peer supervisor). Consideration of such applications should include a meeting between the above individuals, the Service Leader, and the Group Manager.

**Competency Payments**

Level One	\$200
Level Two	\$400
Level Three	\$600
Level Four	\$800

**Guiding Principles**

The intention of this process is to acknowledge the competence of staff and to promote further professional development. This process will be conducted in good faith and should be affirming for all parties.

This process is intended to allow applicants to demonstrate their competence. The method by which competence is exhibited may vary. It is expected that once a staff member has met their minimum professional standards, that staff member will be able to meet the Level One competency for their discipline.

The Level achieved by a staff member on this Competence Scale will reflect the competence demonstrated by that person. These Competence Levels are not dependent on an individual’s job description, position in the organisation, length of service, or the Competence Level of other staff in their team. Any Level on the Competence Scale may be achieved by any staff member, regardless of their current salary grading. Movement on the scale is not automatic but neither does it need to be sequential (i.e. there is no barrier to an applicant moving from Level One to Level Four in one review, providing they are able demonstrate competence in accordance with the relevant criteria). Notwithstanding this, it is not expected that movement from level 1 to level 4 on the scale would be a common occurrence.

It is intended that the review committee will have representation across all therapy groups covered by this agreement. This is to provide consistency in the application of this process across professions. If there is a vacancy in the Professional Advisor position for a particular discipline, appropriate representation will be sought from members of the profession within the organisation.

The Competency Payment process sits alongside the performance management system, although is separate from it. It is anticipated that employees can use the same material in support of both Competency and for Performance Reviews in relation to progression on the salary scales.

**Process of Application**

Each staff member will self-assess against the criteria to determine their current level. Each self-assessment will be reviewed by a committee comprising the Professional

Advisor, one representative Team Leader (relevant to the staff member being assessed), and a staff representative from the applicant's own discipline. If the committee has queries about whether an applicant meets the required competency criteria in any particular area, they can request further information from the applicant to clarify this. This committee will then make a recommendation to the Group Manager for their approval.

An applicant will be promptly informed of the outcome of this review process. Where an applicant is deemed to have not demonstrated achievement of the Competency Level identified, representatives of the committee will meet with the applicant to provide feedback on the specific area in which further demonstration of competence is required. At that time, the opportunity of deferring the final assessment for three to six months will be offered to the applicant. During this time the applicant will have the opportunity to demonstrate their competence in the identified area.

Where an applicant disagrees with the final outcome of this process, an appeal process will be established in accordance with MidCentral District disputes resolution policies.

An initial application can be made at the time of a new appointee's first performance review, three months after appointment. Further assessments will occur on an annual basis, following the above process.

## Definition

"**Continuous service**" means current continuous service with MidCentral Health and its predecessors which may be broken by periods of up to three months. Any break in service of longer than three months shall debar an employee from counting the service prior to that break towards any continuous service entitlement. Provided that employees of MidCentral Health as at 1 February 1994 who have a continuous service entitlement recognised under a previous collective employment contract (or award) shall retain such entitlement until that employee ceases to be an employee of MidCentral Health.

## Capital and Coast District

Capital & Coast District agrees to continue the arrangements which exist as at 1 July 2011 for the reimbursement of the cost of indemnity insurance for those who work in the forensic and intellectual disability services. Those who have indemnity insurance funded by the District shall not also be entitled to the indemnity provided in clause 11 of the MECA.

## Schedule B

### SCALE OF MAXIMUM GRATUITIES (Gratuity Scale where applicable)

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

**NOTE:** These are consecutive rather than working days.

## Schedule C

### Core Competencies of Psychologists Employed in District Health Boards of New Zealand

#### Introduction

The intent of this document is to establish a framework for the core competencies expected from Psychologists working in Health Board settings in New Zealand. Though written largely with the Clinical Psychologist in mind it is recognised that other specialist psychologists work in District Health Board (DHB) settings such as Health Psychologists, Educational Psychologists, Counselling Psychologists and Community Psychologists.

The working group comprised of recent and current Psychology Leaders or Advisors of most District Health Boards. Many past and present documents relating to the development or defining of core competencies were used for reference purposes including those from BPS, APA and CPS. Documents currently in use by specific District Health Boards were also used to guide the process.

The challenge in such a document is to present sufficient information without being over-inclusive. It is also important to stress that the document is a framework and should enable variations by psychology groups in individual DHBs, particularly those distant to main centres and those where there are small numbers of psychologists.

A total of nine specific areas of competence were agreed upon and defined for the initial draft:

- |                                      |                     |
|--------------------------------------|---------------------|
| 1) Assessment;                       | 2) Intervention;    |
| 3) Evaluation;                       | 4) Consultation;    |
| 5) Supervision;                      | 6) Professionalism; |
| 7) Education, Training and Research; | 8) Leadership;      |
| 9) Cultural.                         |                     |

Each area was then categorised in four ways

- |                          |                          |
|--------------------------|--------------------------|
| a) knowledge required;   | b) skills required;      |
| c) examples of evidence; | d) possible application. |

Finally, four levels of practice were named:

- i) The **assistant psychologist** – where the competencies are developing;
- ii) The **clinical psychologist** – where the competencies are established;
- iii) The **senior clinical psychologist** – where the competencies are moving to and at an advanced level;
- iv) The **consultant clinical psychologist** – where the competencies are moving to and at an expert level.

The behaviours exhibited within each competence are expected to reflect the third standard of psychological practice as defined by MAS. That is, where a specific skill might initially seem

'generic' it is not so, as it relates this skill practised in the context of psychological expertise. Behaviours described in each competence also 'accumulate' as the reader moves from left (assistant) to right (consultant). That is, a behaviour identified as necessary for an assistant is also necessary for the expert and at a correspondingly greater performance level.

References:

## **Psychological Assessment**

**Preamble:** Assessment is derived from the theory and practice of academic and applied psychology. It is ideally a collaborative process. Procedures include the use of formal and informal interviews, collateral information, the application of systematic observation and measurement of behaviour, the development and use of psychometric instruments. Results of these assessments are placed firmly within the context of the historical, developmental and cultural processes that shape an individual, family, group or organisation. The summation and integration of the knowledge acquired through the assessment process is presented in a formulation and diagnosis. Assessment and formulation are fundamental for understanding current needs and devising appropriate interventions.

## Assessment

	Assistant Psychologist	Clinical Psychologist	Senior Clinical Psychologist	Consultant Clinical Psychologist
Knowledge	<ul style="list-style-type: none"> <li>Under direct supervision of a registered psychologist is developing the knowledge necessary to become a clinical psychologist (as listed to the right)</li> </ul>	<ul style="list-style-type: none"> <li>Thorough knowledge of assessment processes including behavioural analysis</li> <li>Knowledge of:               <ul style="list-style-type: none"> <li>Current psychological theory, ideologies and conceptual frameworks relating to assessment practices in general and especially those relating to their clients.</li> <li>Interviewing techniques and styles and their relevance to information collection.</li> <li>Detailed risk assessment</li> <li>Impact of the wider context on assessment processes</li> <li>Impact of culture on assessment processes</li> <li>Understanding of assessment practices used by other disciplines</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Knowledge of innovations in assessment practices applicable to current workplace</li> <li>Developing advanced knowledge in a specialist area of assessment</li> <li>Knowledge of assessment practices used by other disciplines.</li> </ul>	<ul style="list-style-type: none"> <li>Advanced knowledge in a specialist area of assessment</li> <li>Knowledge of innovations in assessment practices used by other disciplines applicable to current workplace</li> </ul>
Skills	<ul style="list-style-type: none"> <li>The ability to be self-aware, communicate respectfully and establish working relationships</li> <li>Demonstrate core facilitative skills in interpersonal interaction (acceptance, warmth, empathy, genuineness, disclosure, listening)</li> </ul>	<ul style="list-style-type: none"> <li>Collect data necessary for a thorough assessment through different processes (such as interviews, formal records, behavioural observation and documents)</li> <li>Conduct detailed mental status examinations</li> <li>Interview at a high standard resulting in respectful and</li> </ul>	<ul style="list-style-type: none"> <li>Use psychological assessments for clients with complex presentations and problems</li> <li>Develop and demonstrate sophisticated and creative assessment approaches for clients with complex presentations</li> </ul>	<ul style="list-style-type: none"> <li>Multiple theoretical basis to assessment processes</li> <li>Contribute to the development of psychological assessment tools and protocols</li> <li>Mastery in their current area of practice</li> </ul>



	<b>Assistant Psychologist</b>	<b>Clinical Psychologist</b>	<b>Senior Clinical Psychologist</b>	<b>Consultant Clinical Psychologist</b>
	<ul style="list-style-type: none"> <li>Under direct supervision of a registered psychologist is developing the skills necessary to become a clinical psychologist (as listed to the right)</li> </ul>	<p>collaborative outcomes</p> <ul style="list-style-type: none"> <li>Conduct behavioural analysis</li> <li>Produce professional documentation relating to the assessment</li> </ul>		
Examples of Evidence	<ul style="list-style-type: none"> <li>Appropriate tertiary training at undergraduate or possibly postgraduate level psychology courses</li> <li>Documentation</li> <li>Third party reports</li> <li>Performance appraisals</li> <li>Consumer feed back</li> </ul>	<ul style="list-style-type: none"> <li>Postgraduate training in clinical psychology and other relevant postgraduate training</li> <li>Professional documentation and communication</li> <li>Peer review</li> <li>Professional presentations/publications</li> </ul>	<ul style="list-style-type: none"> <li>(As listed to columns to the left with reference to advanced standards)</li> </ul>	<ul style="list-style-type: none"> <li>(As listed to columns to the left with reference to expert standards)</li> </ul>
Possible Application	<ul style="list-style-type: none"> <li>As listed at the right though under direct supervision of a registered psychologist</li> </ul>	<ul style="list-style-type: none"> <li>Clinical reviews</li> <li>Provide a psychological perspective in MDT processes</li> <li>Independent and shared assessment interviews</li> <li>Ongoing assessment during intervention period</li> </ul>	<ul style="list-style-type: none"> <li>Assessment of complex presentations</li> <li>Supervision</li> </ul>	<ul style="list-style-type: none"> <li>National &amp; International forums</li> <li>Teaching</li> </ul>

## Formulation

	<b>Assistant Psychologist</b>	<b>Clinical Psychologist</b>	<b>Senior Clinical Psychologist</b>	<b>Consultant Clinical Psychologist</b>
Knowledge	<ul style="list-style-type: none"> <li>Under direct supervision of a registered psychologist is developing the knowledge in formulation necessary to become a clinical psychologist (as listed to the right)</li> </ul>	<ul style="list-style-type: none"> <li>Knowledge of how to develop formulations using psychological theory (including different explanatory models) &amp; assessment data</li> </ul>	<ul style="list-style-type: none"> <li>Basic understanding of other theory outside psychology (and relevant to current work place)</li> </ul>	<ul style="list-style-type: none"> <li>Knowledge of other theory outside psychology &amp; relevant to current workplace</li> </ul>
Skill	<ul style="list-style-type: none"> <li>Under direct supervision of a registered psychologist is developing the skill in formulation necessary to become a clinical psychologist (as listed to the right)</li> </ul>	<ul style="list-style-type: none"> <li>Evaluation and Integration of assessment data</li> <li>Develop psychological formulations and develop provisional hypotheses</li> <li>Clarify and address referral questions</li> <li>Develop and formulate recommendations and treatment plans</li> <li>Modify plans as new information arises, changes occur, or circumstances evolve</li> </ul>	<ul style="list-style-type: none"> <li>Develop sophisticated and creative psychological formulations for clients and systems with complex presentations</li> <li>Develop integrated, comprehensive treatment plans for clients and systems with complex needs</li> </ul>	
Examples of Evidence	<ul style="list-style-type: none"> <li>Presentation of formulation</li> <li>Documentation of formulation</li> </ul>			
Possible Application	<ul style="list-style-type: none"> <li>Intervention plans</li> </ul>	<ul style="list-style-type: none"> <li>Clinical activities and reviews</li> </ul>	<ul style="list-style-type: none"> <li>Senior clinical forums</li> <li>Supervision</li> </ul>	<ul style="list-style-type: none"> <li>Teaching</li> </ul>

## Diagnosis

	<b>Assistant Psychologist</b>	<b>Clinical Psychologist</b>	<b>Senior Clinical Psychologist</b>	<b>Consultant Clinical Psychologist</b>
Knowledge	<ul style="list-style-type: none"> <li>Under direct supervision of a registered psychologist is developing the knowledge about diagnostic systems necessary to become a clinical psychologist (as listed to the right)</li> </ul>	<ul style="list-style-type: none"> <li>Knowledge of psychopathology</li> <li>Knowledge of diagnostic classification system particular to workplace</li> </ul>	<ul style="list-style-type: none"> <li>Awareness of other diagnostic systems</li> </ul>	
Skills	<ul style="list-style-type: none"> <li>Ability to participate in clinical discussions</li> </ul>	<ul style="list-style-type: none"> <li>Use of assessment data to develop diagnoses and differential diagnoses using classification system particular to workplace.</li> </ul>	<ul style="list-style-type: none"> <li>Develop differential diagnoses for clients with complex presentations and problems</li> </ul>	
Examples of Evidence	<ul style="list-style-type: none"> <li>Appropriate accredited training in undergraduate and/or postgraduate level psychology courses</li> <li>Workplace training</li> </ul>	<ul style="list-style-type: none"> <li>Diagnosis and differential diagnoses (where appropriate) can be regularly assigned</li> <li>Documentation</li> </ul>		
Possible Application	<ul style="list-style-type: none"> <li>Assessment interviews</li> <li>Clinical reviews</li> </ul>	<ul style="list-style-type: none"> <li>Treatment plans and recommendations</li> </ul>	<ul style="list-style-type: none"> <li>Supervision</li> <li>Senior clinical reviews</li> </ul>	

## Psychometrics

	Assistant Psychologist	Clinical Psychologist	Senior Clinical Psychologist	Consultant Clinical Psychologist
Knowledge	<ul style="list-style-type: none"> <li>Under direct supervision of a registered psychologist is developing the knowledge in psychometric testing necessary to become a clinical psychologist (as listed to the right)</li> </ul>	<ul style="list-style-type: none"> <li>Knowledge of the role of psychometric tools in psychological assessment</li> <li>Knowledge of psychometric tools relevant to particular workplace</li> <li>Knowledge of theory and development of psychological tests</li> <li>Knowledge of norms and their relevance to different population/cultural groups</li> </ul>	<ul style="list-style-type: none"> <li>Show familiarity with use and application of other psychometric tools used in areas related to particular workplace.</li> </ul>	
Skills	<ul style="list-style-type: none"> <li>Under direct supervision of a registered psychologist is developing the skill in psychometric testing necessary to become a clinical psychologist (as listed to the right)</li> </ul>	<ul style="list-style-type: none"> <li>Tests are administered in accordance with standards</li> <li>The ability to integrate test results with other assessment data</li> </ul>		
Examples of Evidence	<ul style="list-style-type: none"> <li>Appropriate accredited training in undergraduate and/or postgraduate level psychology courses in Psychometric Testing</li> <li>Third-party reports</li> </ul>	<ul style="list-style-type: none"> <li>Reports</li> </ul>		
Possible Application	<ul style="list-style-type: none"> <li>Assessment interviews</li> <li>Surveys</li> <li>Clinical reviews</li> </ul>	<ul style="list-style-type: none"> <li>Questionnaire/Survey construction</li> </ul>	<ul style="list-style-type: none"> <li>Supervision</li> </ul>	<ul style="list-style-type: none"> <li>Contribute to development of psychometric tools</li> </ul>

## Intervention

Intervention is based on a comprehensive psychological formulation. Intervention involves the application of a formal process of behaviour change, in terms of a specific psychological therapy (e.g. Cognitive Behavioural Therapy, Interpersonal Psychotherapy, Family Therapy, Psychodynamic Therapy, and Behaviour Modification). Intervention strategies can be either individual, group based, or system-family orientated. The Scientist-Practitioner model of Clinical Psychology requires that the model of therapy/interventions used are based on well-founded theory and the outcomes of treatment focused research (i.e. **evidence-based practice**). The ability to develop interventions for complex problems is a key competency for Clinical Psychologists. **Adapted from Cox and Ramsay (2002), Tuck paper**

	Assistant Psychologist	Clinical Psychologist	Senior Clinical Psychologist	Consultant Psychologist
Knowledge	<p>Developing knowledge of psychological theories and models of change.</p> <p>Developing knowledge of therapeutic interventions.</p> <p>Developing knowledge of the research literature on efficacy and outcome of therapeutic interventions and the ability to critically evaluate this.</p> <p>Developing knowledge/awareness of ethical and cultural issues relating to therapy/interventions.</p>	<p>Demonstrates a comprehensive knowledge of psychological theories and models of change as a general process and for the particular psychologist's area of speciality</p> <p>Specific knowledge of therapeutic interventions that might be particular to the area of speciality.</p> <p>Knowledge of the variables pertaining to the client, therapist and the wider social and political context that might influence the outcome of the therapeutic intervention.</p> <p>Knowledge of the research literature on efficacy and outcome of therapeutic interventions, the ability to critically evaluate this and to reflect on own practice.</p>	<p>As for the clinical psychologist, though will have a broader base of knowledge.</p> <p>In depth knowledge of interventions appropriate for own area of practice.</p>	<p>Has a broad base of knowledge and skill with at least one area of expertise.</p> <p>Has a sophisticated understanding of process issues and how these impact on patient progress.</p> <p>Broad knowledge base facilitates provision of consultation to clinical psychologists and other mental health professionals in unit/service, regarding complex treatment issues.</p>

	Assistant Psychologist	Clinical Psychologist	Senior Clinical Psychologist	Consultant Psychologist
		Knowledge/awareness of ethical and cultural issues relating to therapy/interventions.		
Skills	Able to implement some therapeutic interventions under supervision	<p>Able to deliver a variety of therapeutic interventions to individuals, couples, families, or groups, with complex needs as appropriate to the setting and presenting problems, drawing on multi theoretical basis.</p> <p>Uses appropriate accepted models of intervention/therapy based on current literature and cultural appropriateness.</p> <p>Able to devise behavioural or psychological programmes for other mental health disciplines, or client” significant others to implement. Works within the limits of competence seeking further training/supervision and undertaking appropriate research before utilising new techniques and models.</p> <p>In applying the Scientists/Practitioner Model of clinical psychology practice on an individual patient by patient basis would evaluate therapeutic treatment programmes utilising</p>	<p>Able to deliver a variety of therapeutic intervention to individuals, couples, families, or groups, with complex needs as appropriate to the setting, culture and presenting problems, drawing on multi theoretical basis.</p> <p>Has broad experience in the delivery of therapeutic interventions.</p> <p>Developing at least one area of specialist expertise in delivery of psychological intervention.</p>	<p>Is able to utilise a range of interventions and models appropriate to the presenting problems in a range of clinical treatment areas.</p> <p>Has developed at least one area of specialist expertise in delivery of psychological intervention.</p> <p>Carries significant clinical responsibility – e.g., works with patients with more difficult problems; tending to work with people with higher risk behaviours which require sound judgement, knowledge and experience.</p> <p>Able to provide consultation and supervision to psychologists and other professionals who are involved in the delivery of psychological interventions.</p>

	Assistant Psychologist	Clinical Psychologist	Senior Clinical Psychologist	Consultant Psychologist
		psychometric measures as appropriate.		
Evidence (examples)	Documentation  Supervisor's reports	Appropriate Treatment plans  Treatment Outcome reports.  Consumer feedback.  Feedback from colleagues.  Supervisor's reports.	Evidence of training (course/workshop attendance records) in specialist areas.  As for CP – examples of application of specialised treatment procedures.  Feedback from consumers and colleagues.  Supervisor's reports.	Examples of treatment interventions with a wide range of problems.  Examples of specialised interventions for complex presentations.  Feedback from consumers and colleagues.  Supervisor's reports.
Application (examples)	Provision of a limited range of psychological interventions under supervision.	Application of appropriate treatment interventions to a range of problems, as required.	Application of specialist treatment interventions as required.  Provision of Supervision regarding treatment interventions – Clinical Psychologists, students and other disciplines.  Contributing to teaching/training for clinical Psychologists and other health professionals relating to treatment interventions.	Treatment interventions for complex presentations.  Consultation to other members of multi-disciplinary teams regarding management/treatment of complex cases.  Contribution to National forums regarding treatment intervention.  Providing teaching/training for clinical Psychologists and other health professionals relating to treatment interventions.  Provision of supervision regarding treatment interventions.

## Evaluation

**Preamble:** This competency has a research and an applied focus. The skills required for evaluation draw on diverse research methods and are applied to tasks such as the review of clinical processes (e.g. through audit) and the evaluation of programs and systems. Evaluation should provide an understanding that informs a practical plan for action leading to quality improvement.

	Assistant Psychologist	Clinical Psychologist	Senior Clinical Psychologist	Consultant Clinical Psychologist
Knowledge	<ul style="list-style-type: none"> <li>▪ Quantitative and qualitative evaluation methodologies</li> </ul>	<ul style="list-style-type: none"> <li>▪ Scientific methodology, research design and statistical analysis.</li> <li>▪ Functional analysis and psychometric assessment</li> <li>▪ Principles of clinical Audit</li> <li>▪ Diagnostic classification systems</li> <li>▪ Human development parameters and populations served</li> <li>▪ Local and specialist resources</li> <li>▪ Evidence based practice</li> <li>▪ Relevant literature</li> </ul>		



	<b>Assistant Psychologist</b>	<b>Clinical Psychologist</b>	<b>Senior Clinical Psychologist</b>	<b>Consultant Clinical Psychologist</b>
Skills	<ul style="list-style-type: none"> <li>Utilise relevant research and journal articles to support clinical work</li> </ul>	<ul style="list-style-type: none"> <li>Carry out critical analysis of literature relevant to the evaluation</li> <li>Formulate specific questions and/or research hypotheses</li> <li>Be able to select and use research methods and designs</li> <li>Be able to gather and process information and psychometric data</li> <li>Carry out statistical analysis</li> <li>Evaluate, interpret and integrate research findings</li> <li>Formulate recommendations and action plans</li> <li>Write reports</li> <li>Engage in evaluation procedures to monitor and guide findings</li> </ul>		
Examples of Evidence		<ul style="list-style-type: none"> <li>Appropriate data collected</li> <li>Data analysis</li> <li>Documentation including reports</li> <li>Quality initiatives</li> <li>Publications and presentations</li> <li>Theses</li> </ul>		

	<b>Assistant Psychologist</b>	<b>Clinical Psychologist</b>	<b>Senior Clinical Psychologist</b>	<b>Consultant Clinical Psychologist</b>
Possible Application		<ul style="list-style-type: none"> <li>▪ Clinical audit</li> <li>▪ Literature review</li> <li>▪ Quantitative and qualitative evaluation to teams</li> </ul>	<ul style="list-style-type: none"> <li>▪ Evaluation of outcomes of service projects or processes</li> <li>▪ Involvement with service – level quality assurance initiatives</li> </ul>	<ul style="list-style-type: none"> <li>▪ Involvement in development and evaluation of organisational policies and procedures</li> <li>▪ Involvement with organisation – level quality assurance initiatives</li> <li>▪ Analysis of institutional programs</li> <li>▪ Evaluation of clinical audit</li> </ul>

## Consultation

**Preamble:** Psychological consultation involves applying psychological theory and research to help others identify, formulate, and solve specific problems or undertake specific tasks. Consultation is usually focused on meeting the needs of a third party (e.g. client, team, organization). It includes building others' competencies to address similar problems in the future and/or providing expert advice. Psychological knowledge should be applied both to the process and content of consultation. Consultation involves an essentially voluntary and egalitarian relationship between two or more parties (consultant and consultee) and may have a formal or informal basis. It differs from supervision in that it is usually short term, focused on a particular issue, and does not monitor professional practice.

	Assistant Psychologist	Clinical Psychologist	Senior Clinical Psychologist	Consultant Clinical Psychologist
Knowledge	<ul style="list-style-type: none"> <li>Basic knowledge of skills as listed in column to right.</li> </ul>	<ul style="list-style-type: none"> <li>Knowledge as listed in all other competencies of this document</li> <li>Policy and procedures</li> <li>Roles and functions of other disciplines within the multidisciplinary team.</li> <li>Clarity about own role</li> </ul>	<ul style="list-style-type: none"> <li>Systems and application of theory to systems.</li> </ul>	<ul style="list-style-type: none"> <li>Systems and application of theory to organization.</li> <li>Interaction between group, organizational and political factors.</li> </ul>
Skills	<ul style="list-style-type: none"> <li>Basic clinical skills</li> <li>Good written &amp; oral communication</li> </ul>	<ul style="list-style-type: none"> <li>Clinical skills</li> </ul>	<ul style="list-style-type: none"> <li>Supervision</li> <li>May be developing expertise in a specialist area</li> </ul>	<ul style="list-style-type: none"> <li>Leadership</li> <li>Expertise in a specialist area</li> </ul>
Examples of Evidence	<ul style="list-style-type: none"> <li>Formal consultation sessions are documented</li> <li>Feedback from team leaders/ other professionals</li> </ul>		<ul style="list-style-type: none"> <li>Service development</li> </ul>	<ul style="list-style-type: none"> <li>Recognized as expert/consultant in specific areas within the team, organization or nationally.</li> </ul>
Possible Applications	<ul style="list-style-type: none"> <li>Building consultation skills through provision of informal consultation to other professionals about clients.</li> </ul>	<ul style="list-style-type: none"> <li>Providing a psychological perspective within the team meetings (client or team issues).</li> <li>Providing formal consultation in clinical cases or situations.</li> </ul>	<ul style="list-style-type: none"> <li>Providing formal consultation in difficult clinical cases or situations.</li> <li>Providing consultation services to others regarding programme development.</li> <li>Local service development</li> </ul>	<ul style="list-style-type: none"> <li>Providing consultation to professionals/management on service development issues.</li> <li>Applying consultation skills to team, service or organizational problems /issues.</li> <li>Involved in consultation on a regional or national level.</li> </ul>

## Supervision

**Preamble:** Supervision is the activity of using a formal relationship with a suitably experienced and skilled person to examine one's current clinical practice. It is an essential component for ensuring best practice including culturally safe practice. It is an integral part of professional development and the maintenance of personal well-being.

	Assistant Psychologist	Clinical Psychologist	Senior Clinical Psychologist	Consultant Clinical Psychologist
Knowledge	<ul style="list-style-type: none"> <li>▪ The use of supervisory relationships to ensure safe practice and promote new learning</li> <li>▪ The code of ethics</li> </ul>	<ul style="list-style-type: none"> <li>▪ Methods and techniques of supervision</li> <li>▪ Other supervision models used in current work place</li> <li>▪ The developmental process of supervisee learning &amp; the place of supervision in professional development</li> <li>▪ Relevant legislation, policy and procedures</li> <li>▪ Professional standards for supervision</li> <li>▪ The effect of power in relationships</li> </ul>	<ul style="list-style-type: none"> <li>▪ Complex interpersonal and transference issues</li> <li>▪ Literature on supervision theory and research</li> </ul>	<ul style="list-style-type: none"> <li>▪ Application of models of supervision in supervising supervisors</li> </ul>
Skills	<ul style="list-style-type: none"> <li>▪ Negotiation of supervision agreements</li> <li>▪ Presentation of all situations of risk to the clinical supervisor and appropriate other team members as soon as possible</li> <li>▪ Application of input from the supervisor into work practice</li> <li>▪ Basic application of code of ethics to issues in</li> </ul>	<ul style="list-style-type: none"> <li>▪ Follow risk management procedures, advising/involving clinical supervisor as appropriate</li> <li>▪ As experience allows, apply supervision skills as a supervisor enabling others to acquire knowledge and skills to practice competently</li> <li>▪ Application of the code of ethics, professional standards, relevant policy and legislation to</li> </ul>	<ul style="list-style-type: none"> <li>▪ Apply supervision skills as a supervisor enabling others to acquire knowledge and skills to practice competently</li> <li>▪ Apply an appropriate model of supervision to supervisory practice in a comprehensive and consistent manner</li> <li>▪ Integration of theory, practice, research, professional &amp; process issues into supervisory</li> </ul>	<ul style="list-style-type: none"> <li>▪ Able to focus on complex interpersonal processes and transference issues</li> </ul>

	<b>Assistant Psychologist</b>	<b>Clinical Psychologist</b>	<b>Senior Clinical Psychologist</b>	<b>Consultant Clinical Psychologist</b>
	psychological practice e.g. confidentiality	supervision practice	practice <ul style="list-style-type: none"> <li>Provision of professionally effective ethical, safe and competent supervision (e.g. able to work with differences in power)</li> </ul>	
Examples of Evidence	<ul style="list-style-type: none"> <li>Supervision contract</li> <li>Supervision log</li> <li>Supervision notes</li> <li>Live supervision records or recordings</li> </ul>	<ul style="list-style-type: none"> <li>Individual supervision with a senior psychologist within professional guidelines</li> <li>Attendance at appropriate training course</li> <li>Is receiving regular formal supervision</li> </ul>	<ul style="list-style-type: none"> <li>Regularly provides supervision to clinical psychologists to promote their development</li> <li>Conducts clinical supervision while receiving supervision of that activity.</li> <li>Provides supervision to placement students and intern psychologists</li> <li>Attendance at training courses and workshops</li> <li>Able to articulate model of supervision</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrates continuing education in supervision of clinical supervision</li> <li>Regularly provides supervision to other psychologists providing supervision</li> <li>Provides clinical supervision in speciality area(s)</li> </ul>
Possible Applications	<ul style="list-style-type: none"> <li>Conduct all activities under direct clinical supervision</li> <li>Safe practice</li> </ul>	<ul style="list-style-type: none"> <li>Contribution to the learning of psychology students</li> <li>Contribute to learning of specific aspects of clinical work of clinicians of other disciplines</li> <li>Receipt of supervision</li> <li>Commencement of supervising others</li> </ul>	<ul style="list-style-type: none"> <li>Supervision of students, interns and recent graduates</li> <li>Provides supervision of specific aspects of clinical work of clinicians of other disciplines</li> <li>Formal ongoing supervision of other psychologists</li> </ul>	<ul style="list-style-type: none"> <li>Can contribute to the supervision training of all staff</li> <li>Can contribute to workforce policy on supervision</li> </ul>

## Professionalism

**Preamble:** The professional standards of clinical psychologists should be grounded in personal values of integrity, the rights of the individual, the ethical standards of the professional psychologist and their respect for the dignity of others. Psychologists accept a primary responsibility to promote the well being of those with whom they work. These values and responsibilities are codified in legislation, standards, practice guidelines and protocols and codes of ethics. It is the duty of all clinical psychologists to be familiar with the relevant documents as well as cultivating a high level of self-awareness.

### Legislative Responsibilities

	Assistant Psychologist	Clinical Psychologist	Senior Clinical Psychologist	Consultant Clinical Psychologist
Knowledge	<ul style="list-style-type: none"> <li>Under direct supervision of a registered psychologist is developing the knowledge necessary to become a clinical psychologist (as listed to the right)</li> </ul>	<ul style="list-style-type: none"> <li>Good working knowledge of all relevant legislation such as:               <ul style="list-style-type: none"> <li>Mental Health Act (1992) and amendments (1999)</li> <li>Code of Health and Disability Service Consumers' Rights</li> <li>Privacy Act (1993) including explanation of confidentiality</li> <li>The Psychologists Act (1981)</li> <li>Other legislation relevant to workplace</li> </ul> </li> <li>Awareness of relevant pending legislation (e.g. the Health Practitioners Competence Assurance Bill 2002)</li> </ul>	<ul style="list-style-type: none"> <li>In depth knowledge of all relevant legislation</li> </ul>	<ul style="list-style-type: none"> <li>Have an extensive knowledge of all relevant legislation</li> </ul>
Skills	<ul style="list-style-type: none"> <li>The ability to give information within knowledge limits or to defer to appropriate others</li> </ul>			
Examples of Evidence	<ul style="list-style-type: none"> <li>Attendance at training courses</li> </ul>	<ul style="list-style-type: none"> <li>Maintain Annual Practising Certificate</li> </ul>		

	<b>Assistant Psychologist</b>	<b>Clinical Psychologist</b>	<b>Senior Clinical Psychologist</b>	<b>Consultant Clinical Psychologist</b>
Possible Application	<ul style="list-style-type: none"> <li>▪ Giving information on and obtaining informed consent</li> <li>▪ Comply with all relevant legislation</li> </ul>	<ul style="list-style-type: none"> <li>▪ Operate within Scope of Practise</li> </ul>	<ul style="list-style-type: none"> <li>▪ Provide information and education to other psychologists regarding legislative issues</li> </ul>	<ul style="list-style-type: none"> <li>▪ Contribute to dialogue with other DHBs, professional and government agencies regarding legislative issues</li> <li>▪ Draw to other psychologists' attention issues related to legislation</li> <li>▪ Provide advice to other psychologists regarding legislative issues</li> <li>▪ Contribute to development of legislation and national policy (e.g. making formal submissions, participating in national working groups)</li> </ul>

### Professional and ethical standards

	<b>Assistant Psychologist</b>	<b>Clinical Psychologist</b>	<b>Senior Clinical Psychologist</b>	<b>Consultant Clinical Psychologist</b>
Knowledge	<ul style="list-style-type: none"> <li>▪ Under direct supervision of a registered psychologist is developing the knowledge necessary to become a clinical psychologist (as listed to the right)</li> <li>▪ Understand Scientist-Practitioner Model</li> <li>▪ Understand the Code of Ethics for psychologists</li> </ul>	<ul style="list-style-type: none"> <li>▪ Understand boundaries in clinical practice</li> <li>▪ Understand issues related to transference and counter-transference</li> <li>▪ Understand and implement the Code of Ethics for psychologists working in Aotearoa/New Zealand <ul style="list-style-type: none"> <li>▪ Principle I: Respect for the</li> </ul> </li> </ul>		

	<b>Assistant Psychologist</b>	<b>Clinical Psychologist</b>	<b>Senior Clinical Psychologist</b>	<b>Consultant Clinical Psychologist</b>
	<p>working in Aotearoa/New Zealand</p> <ul style="list-style-type: none"> <li>▪ Principle I: Respect for the dignity of persons and peoples</li> <li>▪ Principle II: Responsible caring</li> <li>▪ Principle III: Integrity in relationships</li> <li>▪ Principle IV: Social justice and responsibility to society</li> </ul> <ul style="list-style-type: none"> <li>▪ Awareness of power differentials, potential misuse of power and maintenance of appropriate professional boundaries</li> <li>▪ Awareness of personal issues that affect client interactional processes</li> </ul>	<p>dignity of persons and peoples</p> <ul style="list-style-type: none"> <li>▪ Principle II: Responsible caring</li> <li>▪ Principle III: Integrity in relationships</li> <li>▪ Principle IV: Social justice and responsibility to society</li> </ul>		
Skills	<ul style="list-style-type: none"> <li>▪ Communicate in a sensitive, functional manner</li> <li>▪ Maintain professional demeanour</li> <li>▪ Recognise need for and seek clinical supervision of professional activities</li> <li>▪ Recognise need for safeguarding 'fitness for practice'</li> <li>▪ Respects the skills of other professions</li> <li>▪ Co-operates and consults</li> </ul>	<ul style="list-style-type: none"> <li>▪ Identify ethical issues in practise</li> <li>▪ Maintain professional boundaries</li> <li>▪ Identify transference and counter-transference</li> <li>▪ Effectively manage personal issues, counter transference, parallel processes, interactions with others and organisations</li> </ul>		



	<b>Assistant Psychologist</b>	<b>Clinical Psychologist</b>	<b>Senior Clinical Psychologist</b>	<b>Consultant Clinical Psychologist</b>
	with other organisations/professionals to serve the best interests of clients.			
Examples of Evidence	<ul style="list-style-type: none"> <li>▪ Produce information and documentation to standard within identified timeframes using appropriate templates as necessary</li> <li>▪ Submit all reports for review and co-signature * Identify self as an Assistant Psychologist being trained and supervised to become a clinical psychologist</li> <li>▪ Demonstrate appropriate accredited training in undergraduate/postgraduate level psychology courses</li> <li>▪ Membership of a professional organisation</li> <li>▪ Open to evaluation of clinical practise</li> </ul>	<ul style="list-style-type: none"> <li>▪ Solicit feedback from others regarding one's clinical practice and any other work roles</li> </ul>	<ul style="list-style-type: none"> <li>▪ Practise reflects considerable balance between professional ethics, relevant legislation and research</li> </ul>	<ul style="list-style-type: none"> <li>▪ Identify and design programmes to correct deficits in practise of clinical psychologists</li> </ul>
Possible Application	<ul style="list-style-type: none"> <li>▪ Practise in accordance with the Code of Ethics for Psychologists working in Aotearoa/New Zealand</li> <li>▪ Demonstrate responsible use of psychometric tests</li> <li>▪ Working towards postgraduate Diploma in Clinical Psychology and</li> </ul>	<ul style="list-style-type: none"> <li>▪ Participate in performance appraisal and career path evaluations</li> </ul>	<ul style="list-style-type: none"> <li>▪ Provide advice regarding application of current code of ethics and ethical standards</li> </ul>	<ul style="list-style-type: none"> <li>▪ Contribute to further development of ethical standards</li> <li>▪ Contribute to dialogue with other DHBs, professional and government agencies regarding ethical issues</li> <li>▪ Provide advice to other psychologists regarding</li> </ul>

	Assistant Psychologist	Clinical Psychologist	Senior Clinical Psychologist	Consultant Clinical Psychologist
	registration <ul style="list-style-type: none"> <li>▪ Recognise need for and seek clinical supervision of professional activities</li> <li>▪ Recognise need for safeguarding 'fitness for practice'</li> </ul>			ethical issues <ul style="list-style-type: none"> <li>▪ Draw to other psychologist's attention issues related to ethics</li> <li>▪ Participate in complaints assessment committees</li> </ul>

## Education, Training and Research

**Preamble:** Education is the process of receiving, or providing, systematic instruction in order to develop a person’s knowledge, mental powers or character. A programme of education may be offered to individuals or a group, and will usually be designed to increase their knowledge and comprehension, and their ability to appraise syntheses and apply information for the benefit of themselves or others. Ideally education is a lifelong process across broad range of disciplines of professional and personal relevance.

In training one is prepared for the activity or job by instruction and practise. The focus is on learning skills, through physical and/or mental exercise, so the trainee achieves the desired standard of competence, and efficiency. Practise, together with a wide range of resources and techniques may be used to ensure that proficiency in an activity is increased. Effective training and education require good learning skills. Characteristics of an effective learner include motivation, having clear goals, curiosity, enjoyment, being active, independent and taking responsibility for one’s own learning.

Research means systematically investigating a question or issue in a subject domain to develop or contribute to generalisable knowledge. Thus it is a detailed study of a defined subject which (may) include analysis, testing, review, and interpretation to discover new information or reach a new understanding. Persons may engage in research either individually, or as a member of a team. In the social sciences the focus is on describing, explaining and predicting human behaviour as practised by individuals and groups. A researcher is continually asking who, what, when, where, why, how questions – and seeking to answer them.

An issue may be analysed by examining its numerical, measurable characteristics (i.e. quantitatively), or in qualitative analysis the collected data is not exposed to analysis by formulae. Effective research demands knowledge, competence in the relevant discipline, planning, research methodology, data collection, evaluation, integration, interpretation, and the communication and dissemination of the research outcomes, and the adherence to sound ethical principles.

In this context it is not intended to include clinical applications of training and education provided for clients.

	<b>Assistant Psychologist</b>	<b>Clinical Psychologist</b>	<b>Senior Clinical Psychologist</b>	<b>Consultant Clinical Psychologist</b>
Knowledge	<ul style="list-style-type: none"> <li>▪ Under direct supervision of a registered psychologist is developing the knowledge necessary to become a clinical psychologist (as listed to the right)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Library services</li> <li>▪ Data bases</li> </ul>	<ul style="list-style-type: none"> <li>▪ Demonstrate sound knowledge about applied research</li> <li>▪ Teaching theory</li> <li>▪ Relevant quality standards for Mental Health</li> </ul>	<ul style="list-style-type: none"> <li>▪ In depth knowledge in specialist area of practise</li> <li>▪ Programme evaluation</li> </ul>

	<b>Assistant Psychologist</b>	<b>Clinical Psychologist</b>	<b>Senior Clinical Psychologist</b>	<b>Consultant Clinical Psychologist</b>
	<ul style="list-style-type: none"> <li>Developing knowledge of clinical psychology theory and practise</li> </ul>			
Skills	<ul style="list-style-type: none"> <li>Consult relevant research literature to inform practise</li> <li>Able to perform data analyses</li> </ul>	<ul style="list-style-type: none"> <li>Apply principles as a scientist-practitioner to appraise relevant research, enhance knowledge and incorporate learning into practice</li> <li>Design research, utilise methodologies of appropriate complexity, analyse and interpret data</li> <li>Group presentations</li> <li>Audit and Service evaluation</li> </ul>	<ul style="list-style-type: none"> <li>Teaching skills</li> <li>Conference paper and workshop presentation skills</li> </ul>	<ul style="list-style-type: none"> <li></li> </ul>
Examples of Evidence	<ul style="list-style-type: none"> <li>Is completing or has completed requirements for Postgraduate Diploma in Clinical Psychology</li> <li>Regularly attend in-service activities</li> <li>Develop an approved professional development plan</li> <li>Attend team or Mental Health Service training as directed by supervisor</li> <li>Shares information through Journal Club presentations or in equivalent forum</li> </ul>	<ul style="list-style-type: none"> <li>Has completed requirement of Postgraduate Diploma in Clinical Psychology or its equivalent</li> <li>Engage in continuing education activities</li> <li>Attends training/educational workshops, seminars, and conferences to maintain professional standards.</li> </ul>	<ul style="list-style-type: none"> <li>Prepare and present materials for clinical training programmes</li> <li>Conduct a research project directly benefiting the service</li> <li>Critical review of relevant literature</li> <li>Identify opportunities for research</li> </ul>	
Possible Application	<ul style="list-style-type: none"> <li>Participate in formal educational activities required to develop clinical psychologist core</li> </ul>	<ul style="list-style-type: none"> <li>Provide in-service training</li> <li>Researches literature on clinical issues and bases practice on this.</li> <li>Updates [practice as indicated</li> </ul>	<ul style="list-style-type: none"> <li>Develop syllabus for clinical training programme(s) for psychologists (though other disciplines may also attend)</li> </ul>	<ul style="list-style-type: none"> <li>Present at university post-graduate training programmes</li> <li>Provide analysis of data for</li> </ul>

	Assistant Psychologist	Clinical Psychologist	Senior Clinical Psychologist	Consultant Clinical Psychologist
competencies	<ul style="list-style-type: none"> <li>▪ Actively participates in in-service education and training.</li> <li>▪ Attends compulsory training days and completes core training requirements</li> <li>▪ Presents psychological material to team or to psychology study days</li> </ul>	<ul style="list-style-type: none"> <li>▪ Liaise with university post-graduate training programmes in area of specialist expertise</li> <li>▪ Support organisation’s research activities</li> <li>▪ Researches literature on clinical issues and bases practise on this.</li> <li>▪ Updates practice as indicated</li> <li>▪ Contributes to education and training by at least one of the following: <ul style="list-style-type: none"> <li>▪ Present a paper at a psychology forum</li> <li>▪ Present a paper at a professional conference</li> <li>▪ Formal presentation to community agency</li> <li>▪ Run a training/seminar workshop for a group</li> </ul> </li> <li>▪ Promotes and encourages evidence based practice within team</li> <li>▪ Complete one of the following to be formally presented (verbally or written) to peers <ul style="list-style-type: none"> <li>▪ Single case study</li> <li>▪ Evaluation of an existing programme</li> <li>▪ Design and evaluation of a new intervention</li> <li>▪ Design and evaluation of Quality Assurance activities</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▪ Liaise with university post-graduate training programmes in area of specialist expertise</li> <li>▪ Support organisation’s research activities</li> <li>▪ Researches literature on clinical issues and bases practise on this.</li> <li>▪ Updates practice as indicated</li> <li>▪ Contributes to education and training by at least one of the following: <ul style="list-style-type: none"> <li>▪ Present a paper at a psychology forum</li> <li>▪ Present a paper at a professional conference</li> <li>▪ Formal presentation to community agency</li> <li>▪ Run a training/seminar workshop for a group</li> </ul> </li> <li>▪ Promotes and encourages evidence based practice within team</li> <li>▪ Complete one of the following to be formally presented (verbally or written) to peers <ul style="list-style-type: none"> <li>▪ Single case study</li> <li>▪ Evaluation of an existing programme</li> <li>▪ Design and evaluation of a new intervention</li> <li>▪ Design and evaluation of Quality Assurance activities</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▪ decision-makers</li> <li>▪ Design and/or conduct service/ programme evaluations and project future service requirements</li> <li>▪ Assist leaders to develop, co-ordinate and facilitate professional training and education programmes to meet the identified professional development needs of Psychologists</li> <li>▪ Contributes to education and training within team, sector or to Mental Health Service by at least one of the following <ul style="list-style-type: none"> <li>▪ Formal teaching contribution to professional training courses e.g. Post Graduate Diploma in Clinical Psychology, CBT training programme, Psychiatric Registrar training programme</li> <li>▪ Write a report or article in a hospital bulletin or other health sector publication</li> </ul> </li> <li>▪ Act in advisory capacity to psychology students completing Master, PhD or</li> </ul>

	Assistant Psychologist	Clinical Psychologist	Senior Clinical Psychologist	Consultant Clinical Psychologist
				Post Doctoral research <ul style="list-style-type: none"> <li>▪ Act in advisory capacity to colleagues of other disciplines carrying out clinical research</li> <li>▪ Review and make comments on draft papers prepared by others for publication or presentations</li> <li>▪ Review Service research proposals</li> </ul>

## Clinical Leadership

**Preamble:** Clinical Leadership refers to a set of characteristics, which incorporate the application of psychological theory and capability to direct, guide, influence and inform others. Leadership refers to both the clinical and managerial contexts as well as to the profession of psychology itself. A Psychologist with a training background in human behaviour and systems along with skills in observation, analysis, and conceptualisation and communication enable the Psychologist to take on Clinical Leadership roles. Clinical Psychologists may also have managerial leadership roles in addition to their clinical role.

	Assistant Psychologist	Clinical Psychologist	Senior Clinical Psychologist	Consultant Clinical Psychologist
Knowledge	<ul style="list-style-type: none"> <li>Under direct supervision of a registered psychologist is developing the knowledge necessary to become a clinical psychologist (as listed to the right)</li> </ul>	<ul style="list-style-type: none"> <li>Assessment and Evaluation Methods.</li> <li>Human communication and learning</li> <li>Policies, Procedures and Protocols</li> <li>Research methodology and Statistics</li> <li>Systems Theory</li> <li>Broad understanding of various psychological theories</li> <li>Group dynamics</li> <li>Social Psychology</li> <li>Applied Behavioural Analyses</li> <li>Protocol and purpose of clinical meetings</li> </ul>	<ul style="list-style-type: none"> <li>Understanding and application of psychological theory to systems</li> <li>Good Understanding of Legislation as it applies to health care and human rights.</li> <li>Understanding of the organisations/companies structure, planning and strategic processes.</li> <li>Debriefing processes</li> </ul>	<ul style="list-style-type: none"> <li>Understanding of individual, group, organisational and political structures and systems.</li> <li>In depth knowledge of Psychological Theory and Practice.</li> <li>Change Management Theory</li> <li>Crisis and Disaster Management Theory</li> </ul>
Skills		<ul style="list-style-type: none"> <li>Clinical Skills</li> <li>Good written &amp; oral communication</li> <li>Presentation Skills</li> <li>Group facilitation</li> </ul>	<ul style="list-style-type: none"> <li>Networking Skills</li> <li>Policy, procedures and Protocol Writing</li> <li>Debriefing facilitation.</li> </ul>	<ul style="list-style-type: none"> <li>Articulates clear aims, objectives and vision for psychology services and evaluation of it.</li> <li>Mentorship</li> <li>Project Management</li> <li>Change Management</li> <li>Crisis Management</li> </ul>

	<b>Assistant Psychologist</b>	<b>Clinical Psychologist</b>	<b>Senior Clinical Psychologist</b>	<b>Consultant Clinical Psychologist</b>
Examples of Evidence	<ul style="list-style-type: none"> <li>Attend groups and meetings</li> </ul>	<ul style="list-style-type: none"> <li>Leadership documented at individual clinical (case management), group, and team levels.</li> <li>Teaching of Psychological Material</li> <li>Peer presentations</li> <li>Membership of working/planning groups</li> <li>Feedback from peers / colleagues</li> <li>Contribute to the development of policy and procedures</li> <li>Participate in clinical groups</li> </ul>	<ul style="list-style-type: none"> <li>Supervision Records</li> <li>Policy, Procedures and Protocols Developed</li> <li>Membership Service Wide Planning /Policy forums/Working Groups</li> <li>Clinical Leadership Roles</li> </ul>	<ul style="list-style-type: none"> <li>Meeting chairmanship</li> <li>Formal Leadership Roles – service and organisational.</li> <li>National representation.</li> <li>Feedback from Management</li> <li>Recognised as expert/consultant in specialty area within team, organisation or nationally.</li> </ul>
Possible application	<ul style="list-style-type: none"> <li>Takes co-facilitation role in leading groups.</li> </ul>	<ul style="list-style-type: none"> <li>Taking lead role to disseminate psychological knowledge, perspectives and influence in clinical arena.</li> <li>Representation of psychology at service wide meetings.</li> <li>Takes lead role in facilitating groups</li> </ul>	<ul style="list-style-type: none"> <li>Takes active Clinical Leadership roles within the work context</li> <li>Develops specialty and promotes authority in this area to others.</li> <li>Leads Psychology representation at various service management forums.</li> </ul>	<ul style="list-style-type: none"> <li>Takes lead role at service wide or organisational level</li> <li>Identifies service gaps and initiates projects to meet identified needs.</li> <li>Represents Psychology at management level meetings and</li> <li>Actively promotes psychology within DHB.</li> <li>Expert and mentor resource to peers and University Programmes.</li> </ul>



## Cultural

**Preamble:** Cultural Competence is the integration and transformation of knowledge about individuals and groups of people into specific standards, policies, practices, and attitudes to improve the quality of care. Psychologists will, as cultural beings, hold attitudes and beliefs that influence their perceptions of and interactions with individuals who are different from themselves. These differences can include culture, nationality, ethnicity, colour, race, religious beliefs, gender, marital status, sexual orientation, physical or mental abilities, age, socio-economic status, and/or any other personal characteristic, condition or status. Psychologists are encouraged to recognise the importance of sensitivity, responsiveness, knowledge, and understanding about such persons. They should strive to apply culturally appropriate skills in clinical and other applied psychological practices. They are further encouraged to use organisational change processes to support culturally informed organisational (policy) development and practices. *(Adapted in part from the APA Guidelines on Multicultural Education, Training, Research, Practice, and Organisational Change for Psychologists, August 2002).* Psychologists will be aware of the heterogeneity within cultural groups, and be sensitive to individual differences.

	Assistant Psychologist	Clinical Psychologist	Senior Clinical Psychologist	Consultant Clinical Psychologist
Knowledge	<ul style="list-style-type: none"> <li>▪ Under direct supervision of a registered psychologist is developing the knowledge necessary to become a clinical psychologist (as listed to the right)</li> <li>▪ Understand the needs of target population(s).</li> <li>▪ Knowledge of cultural, social, psychological, political, economic, and historical material specific to the particular group(s) being served.</li> <li>▪ Knowledge of the Treaty of Waitangi</li> <li>▪ Knowledge of the impact of colonisation.</li> <li>▪ Knowledge of the impact of dominant cultures and beliefs</li> </ul>	<ul style="list-style-type: none"> <li>▪ Knowledge of how their own cultural background, experiences, attitudes, values, and biases influence psychological processes.</li> <li>▪ Understand the role that culture and ethnicity/race play in the psychosocial and economic development of diverse groups.</li> <li>▪ Understand that socio-economic and political factors significantly impact upon the psychosocial, political, and economic development of diverse groups.</li> <li>▪ Knowledge of relevant research and practice issues as related to the population being served.</li> <li>▪ Knowledge of tinana, hinengaro, wairua and whanau as integral components of Maori health</li> </ul>		

	Assistant Psychologist	Clinical Psychologist	Senior Clinical Psychologist	Consultant Clinical Psychologist
	on minority groups	<ul style="list-style-type: none"> <li>Knowledge of the issues relating to validity for any given instrument or procedure and resulting data given the initial reference population</li> </ul>		
Skills	<ul style="list-style-type: none"> <li>The ability to recognise, acknowledge, respect &amp; value individuals' cultures &amp; differences.</li> <li>Recognise ethnicity, culture and membership of minority groups as significant parameters in understanding psychological processes.</li> <li>Seek consultation and/or make referrals as appropriate.</li> <li>Translator services used appropriately</li> </ul>	<ul style="list-style-type: none"> <li>Able to establish effective communication across diverse cultures.</li> <li>Consider cultural beliefs and values of the clients and his/her community in providing services.</li> <li>Consider the impact of adverse social, environmental, and political factors in assessing problems and designing interventions</li> <li>Appropriately consults and/or includes religious/spiritual leaders/ practitioners relevant to the client's cultural and belief systems.</li> </ul>		
Examples of Evidence	<ul style="list-style-type: none"> <li>Psychometric instruments are used appropriately.</li> <li>The roles of family members and community structures, hierarchies, values, and beliefs within the client's culture are respected.</li> <li>Maori clients receive offer of available cultural support and kaumatua/kuia</li> <li>Family/whanau/fono are involved appropriately within</li> </ul>	<ul style="list-style-type: none"> <li>Cultural components and consultation are incorporated in clinical practise</li> <li>Prejudices and biases are corrected.</li> <li>Maori practitioners are integrated within psychological assessment and treatment processes</li> <li>Clients are supported to understand, maintain, and/or resolve their own socio-cultural</li> </ul>	<ul style="list-style-type: none"> <li>Discriminatory practices at the social and community level that may be affecting the psychological welfare of the population being served are identified.</li> </ul>	

	<b>Assistant Psychologist</b>	<b>Clinical Psychologist</b>	<b>Senior Clinical Psychologist</b>	<b>Consultant Clinical Psychologist</b>
	<p>psychological assessment and treatment processes</p> <ul style="list-style-type: none"> <li>▪ Behaviours that are likely to be considered offensive or embarrassing are avoided</li> <li>▪ Participation in Treaty of Waitangi workshop and training</li> <li>▪ Where appropriate, participation in Pacific Island Peoples workshop</li> </ul>	<p>identification.</p> <ul style="list-style-type: none"> <li>▪ Practices are developed which share power with clients</li> <li>▪ Resources in the family and the larger community are identified.</li> <li>▪ Culturally and socio-politically relevant factors are documented in the records.</li> </ul>		
Possible application	<ul style="list-style-type: none"> <li>▪ Assessment and treatment processes</li> <li>▪ Appropriate referrals made to other professionals</li> </ul>		Contributes to the cultural competence and principles of operation of the Service as a whole.	

## Schedule D

### Contestable Extended Professional Development Leave Positions

During the term of the collective agreement, the parties will trial and review the following Contestable Extended Professional Development Leave (CEPDL) positions.

- 1 Te Whatu Ora will introduce a total of 14 CEPDL positions in the 12 months beginning 1 July 2023 and in the 12 months beginning 1 July 2024 to support service-priority related activity. A total of 5 will be allocated across the Northern region, 3 each in the Te Manawa Taki (Midlands), Central, and Te Waipounamu (Southern) regions.
- 2 Each CEPDL position shall be of a maximum of 10 weeks' duration, during which the recipient will continue to receive their ordinary/base salary.
- 3 CEPDL positions are open to all Consultant psychologists (i.e. those on step 9 or above from June 2023, or step 8 or above from July 2024).
- 4 CEPDL positions shall be allocated at a regional level by a panel comprising:
  - (a) A Te Whatu Ora nominated Psychology Professional Lead;
  - (b) A Te Whatu Ora nominated Allied Health Director; and
  - (c) An APEX nominated psychologist

All these individuals must be employees of Te Whatu Ora in the region for which the positions are being considered and cannot be applicants themselves.
- 5 There will be one round of applications for CEPDL positions each year. The parties will develop detailed national application process following ratification of the Collective Agreement, but these will require:
  - (a) detail of the proposed activity the psychologist plans to undertake during the CEPDL position, including its links to service priority areas;
  - (b) support from the psychologist's service; and
  - (c) the service improvement or improved outcomes for whai ora that this activity will deliver, how these will be delivered, and how these will be assessed/demonstrated on their return from the CEPDL position.
- 6 Once allocated, the CEPDL positions shall be undertaken and completed by 30 June of the following year at an agreed time taking into account the ability of the service to cover the absence of the recipient. If a psychologist resigns prior to taking up their CEPDL position, then the entitlement will be forfeited.
- 7 A psychologist may use their CPD entitlement to support their CEPDL position, subject to the usual organisational policy around such expenditure.

- 8 The Employer, APEX and its psychology members agree to support services cover the absence of a psychologist undertaking a CEPDL position.
- 9 The parties agree that there will be a joint evaluation of the CEPDL positions in 2025 to establish the benefit the initiative has delivered to service improvement and client outcomes.