

17 May 2019

APEX and DHBs Medical Physicists Collect Employment Agreement

Terms of Settlement

1. **Term:** 36 months from 1 September 2018 to 31 August 2021. The current Agreement expired on 31 August 2018. The MECA will come into force from the date of Ratification.
2. **Remuneration.** There are several parts of the proposal that relate to remuneration.
 - General Increase 1 – 3% on 6 May 2019 except that Medical Physicists on Step 8 and above will receive 4.0% on 6 May 2019
 - General Increase 2 – 3% on 2 September 2019
 - General Increase 3 – 3% on 7 September 2020
 - On Call Allowance - Ordinary, from \$4.04 to \$8.00 - Public Holiday, from \$6.06 to \$10.00 on 6 May 2019
Salary Scales at Appendix 1
 - Lump Sum Payment = \$1900 per FTE on 6 May 2019 reflecting the time passed since expiry of the MECA.

The lump sum payment will be paid to current employees at the DHB who members of APEX at the date of ratification are, and will be pro rata FTE, and for new employees commencing at the DHB after 1 September 2018, a further pro rata by the period from commencement date to 6 May 2019. For casual employees the payment will be assessed on worked hours pro rata full-time FTE.

NB Salary scales attached. It is agreed to remove the asterisks beside the step numbers.

3. Hours of Work/Rostering/Safe Staffing

Replace Clause 4.4 with new wording applicable at any DHB:

It is acknowledged that to meet service requirements, the need for implementing shiftwork could arise. This may be for a fixed period or as an ongoing requirement. Arrangements for implementing shifts, and how the MECA provisions for shift leave and penal rates will or will not apply, will be discussed and agreed locally. Once agreed, employees may be rostered accordingly. The parties shall confirm those arrangements in writing. On-going arrangements should include a review provision.

4. Professional Development

Amend the eligibility criteria in Schedule 5 to read:

What are the eligibility criteria?

To be eligible for a Professional Development Leave you must:

- be employed as a medical physicist in a New Zealand DHB have support from your Chief Physicist (or for Chief Physicists their immediate manager) and your Chief Executive
- be a fully certified medical physicist

Preference will be given to Physicists who have completed at least five years' service as a medical physicist, at least three of which must have been spent in their current DHB

Preference is also given to applicants who have not received professional development leave in the last five years.

5. Parental Leave

Technical changes to the Parental Leave provision, and adopting the 14 weeks pay top-up provision, instead of the current lump sum arrangement.

New Clause:

22.0 Parental Leave and Reappointment after Childcare

22.1 Statement of principle

The parties acknowledge the parental leave provisions in this agreement are to protect the rights of employees during pregnancy and on their return to employment following parental leave and are to be read in conjunction with the Parental Leave and Employment Protection Act 1987, provided that where the parental leave provisions are more favourable to the employee, the provisions of this agreement shall prevail.

22.2 Entitlement and eligibility

Provided that the employee assumes or intends to assume the primary care as defined in the Act, or is the primary carer or partner of a primary carer, the entitlement to parental leave is:

- (a) in respect of every child born to them or their partner;
- (b) in respect of every child under six years of age, where the employee becomes a primary carer for the child;
- (c) where two or more children are born at the same time or where the employee becomes a primary carer for two or more children under six years of age within a one-month period, for the purposes of these provisions the employee's entitlement shall be the same as if there were only one child.

22.3

- (a) Parental leave of up to twelve 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. The parental leave may be taken in more than one continuous period, with the start and finish dates of each additional period, and any extension of parental leave past the anniversary date of the commencement of parental leave, to be agreed between the employer and the employee.
- (d) Pursuant to Part 3 (A) of the Act employees who are not entitled to primary carer leave may request a period of negotiated carer leave from their employment. Negotiated carer leave may enable the employee to receive parental leave payments from IRD if they meet the parental leave payment threshold test.

- 22.4 In cases where the employee becomes the primary carer for children under six years of age, parental leave shall be granted in terms of 22.2 and 22.3 above, providing that fourteen days' notice is given before the employee intends to assume the responsibility for the care of the child. Evidence of an approved primary care placement shall be provided to the employer's satisfaction.
- 22.5 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 where the employee becomes a primary carer for a child under the age of six or in circumstances outside the control of the employee.
- 22.6 The commencement of leave shall be in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.
- 22.7 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.
- 22.8 Parental leave is not to be granted as sick leave on pay.
- 22.9 Job protection -

- (a) Subject 22.10 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:
- (i) at the equivalent salary, grading;
 - (ii) at the equivalent weekly hours of duty;
 - (iii) in the same location or other location within reasonable commuting distance; and
 - (iv) involving responsibilities broadly comparable to those experienced in the previous position.
- (b) Where applicable, employees shall continue to be awarded increments when their incremental date falls during absence on parental leave.
- (c) Parental leave shall be recognised towards service-based entitlements, i.e.: annual leave and sick leave. However, parental leave will not contribute to Retiring Gratuities allowance calculations.

22.10

- (a) 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", the employer may fill the position on a permanent basis if they meet the requirements set out in the Act.
- (b) 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 22.9(a) above) is not available, the employer may approve one of the following options:

- (i) 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
- (ii) an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 22.10(b)(i) above for up to 12 months; or
- (iii) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 22.10(b)(i) above for up to 12 months:

provided that, if a different position is accepted and within the period of extended parental leave in terms of 22.10(b)(i), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or

- (iv) where extended parental leave in terms of 22.10(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 30 of this Agreement.

22.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 22.9(a) above, parental leave shall cease.

22.12 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 starting parental leave, 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.

22.13 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.

22.14 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.

22.15 Paid Parental Leave – Where an employee takes parental leave under this clause, meets the eligibility criteria in 22.2 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full-time) for a period of up to 14 weeks.

Employees who negotiate carer leave under Part 3 (A) of the Act are not eligible for the Parental Leave payment under Clause 22.15.

These payments shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata if appropriate) applicable to the employee for the six weeks immediately prior to commencement of parental leave. From 1 June 2017 an employee who takes a period of paid leave (e.g. annual leave) at the start of his or her parental leave may elect to start his or her parental leave payment period on the day after the date on which that period of paid leave ends, even if it is later than the child's arrival or due date.

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

Where 22.3(c) applies and both partners are employed by the DHB, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

Transitional Arrangement

Until the expiry of this MECA, and subject to meeting the criteria for payment under clause 22.15 above, employees may alternatively opt to keep the current provisions of Clause 22.13 instead.

22.13 Lump Sum Payments:

22.13.1 Where an employee, who is entitled to parental leave of up to 12 months, returns to duty before or at the expiration of leave or extended leave, they qualify for a payment equivalent to 30 working days at the rate applying for the 30 working days immediately following their ceasing duty. An employee returning to work from parental leave may make application to their manager for this payment any time up to 6 months after return to work. The manager shall then make the payment on the next occurring payday. In the event an employee who has received the payment terminates their employment with the employer prior to completing a further 6 months service after returning from parental leave, the employee may be required to pay the lump sum back on a pro-rata basis. This may be deducted from an employee's final pay and agreement will be reached with employees on a case by case basis as to how the balance is to be paid back.

6. Working Group

During the Term of the MECA the parties will meet and consider options and terms and conditions for Physicists associated with operating linear particle accelerator (Linacs) in satellite centres away from their base location.

The group will also consider issues and options for collective agreement coverage for "Associate Physicists".

Signed on Behalf of the DHBs
Laurie Biesiek
Advocate

Signed for APEX
David Munro
Advocate

Appendix 1
Salary Scales

Title	Step	4 Sept 2017	6 May 2019	2 Sept 2019	7 Sept 2020
	15	\$141,270	\$146,921	\$151,328	\$155,868
Chief Physicists min step	14	\$136,680	\$142,147	\$146,412	\$150,804
	13	\$131,070	\$136,313	\$140,402	\$144,614
	12	\$126,480	\$131,539	\$135,485	\$139,550
Principal Physicist min step	11	\$123,420	\$128,357	\$132,208	\$136,174
	10	\$120,360	\$125,174	\$128,930	\$132,798
	9	\$117,300	\$121,992	\$125,652	\$129,421
	8	\$114,240	\$118,810	\$122,374	\$126,045
	7	\$110,670	\$113,990	\$117,410	\$120,932
Senior Physicist min step	6	\$107,100	\$110,313	\$113,622	\$117,031
	5	\$103,530	\$106,636	\$109,835	\$113,130
	4	\$99,960	\$102,959	\$106,048	\$109,229
	3	\$96,390	\$99,282	\$102,260	\$105,328
	2	\$92,820	\$95,605	\$98,473	\$101,427
Medical Physicist	1	\$89,250	\$91,928	\$94,685	\$97,526
Registrars					
PhD/MSc only	6	\$72,847	\$75,032	\$77,283	\$79,602
	5	\$68,434	\$70,487	\$72,602	\$74,780
	4	\$64,018	\$65,939	\$67,917	\$69,954
PhD minimum	3	\$60,254	\$62,062	\$63,923	\$65,841
MSc minimum	2	\$57,413	\$59,135	\$60,909	\$62,737
	1	\$54,570	\$56,207	\$57,893	\$59,630