
All District Health Boards

18 October 2019

Dr Deborah Powell
National Secretary APEX
PO Box 11369 Ellerslie
Auckland 1542

By E-mail: secretary@apex.org.nz

Dear Deborah

APEX and DHBs Medical Imaging Technologists MECA

This letter is a formal offer to settle the APEX and DHBs Medical Imaging Technologists Collective Agreement.

Core elements of the settlement offer include:

- A collective agreement term from date of settlement to 31 August 2022
- Inclusion of Student Assessor into the definition clause
- Clause 3.9 “Rostering guidelines” included in the body of the document
- Four (4) general salary increases effective 14 October 2019, 3 February 2020, 1 February 2021 and 1 February 2022
- A lump sum payment of \$1,600 (pro-rated where less than full time) to union members to acknowledge the delays in the bargaining process
- Changes to the Medical Imaging Technologists salary progression including the removal of the modality clause either:
 - with effect from 14 October 2019 or
 - with effect from 1 December 2020
- Changes to the MRI and Nuclear Medicine scale progression criteria by providing one additional automatic annual increment step
- Increasing the minimum step payable to a specialist, unit or area charge NM/MRIT to step 7
- Changes to clause 5.4.1
- Clause 6.0 - Employment of students reworded
- Clause 8.2 - Add wording “or requested by the employer”
- Clause 9.0 - On-call allowance rates increased to \$8 per hour and \$10 per hour for public holidays
- Clause 13.0 - Inclusion of Forensic allowance monitoring
- Clause 24.0 Adjusted wording
- Delete bargaining fee clause 40
- Change to Schedule 3, Bay of Plenty DHB
- Changes to other MECA clauses as set out below

The DHBs have agreed to include in the terms of settlement:

1. a review of the on-call rosters in place at each DHB using the process outlined in this terms of settlement. The on-call roster review will not form part of the MECA or appendices.
2. The DHBs have also agreed to include "There is an expectation that MITs will obtain step 8 unless there are exceptional circumstances related to the individual"
3. The parties agree that the terms and conditions of this MECA shall not be passed onto non-union people until at least 3 months after the date of ratification. For the sake of clarity, this includes no payment of salary increases until at least this date, nor back payment thereof.

The bargaining team acknowledges the difficulties and frustrations that we have faced in bringing these negotiations to a conclusion.

This offer is at the extent of the DHBs' mandate.

As a package, the DHB offer is a fair one. It provides general salary increases aligned to those accepted by other DHB clinical workforces in the current bargaining round.

It also contains specific recognition of MIT issues, including through increasing the length of the scale for general MITs, and for Nuclear Medicine and MRI Technologists.

In two areas – timing of the removal of the modality clause and the process for merit progression - we have indicated a range of options that would be acceptable to the DHBs. We are happy to take your view on which options are most acceptable to APEX.

Given our detailed discussions this week on the substance of the offer, you and your bargaining team should be able to decide on your response relatively quickly.

Accordingly, the offer remains 'on the table' until **3pm Wednesday, 23 October 2019**.

If you decide to take the offer out to your members for ratification, we strongly urge you to lift the current strike notices while the offer is under consideration.

If this offer is rejected by you or your membership, then the DHBs are of the view we are at an impasse in these negotiations. We will be considering what steps we can take to resolve bargaining in this context.

We look forward to your considered response.

Yours sincerely



Pat Hartung
Advocate

APEX and DHBs MITs MECA Terms of Settlement

This document sets out all changes to the MECA clauses that form part of the DHBs' offer for settlement. Where there is no proposed change, the current MECA wording remains.

Term: 36 months from 1 September 2019 – 31 August 2022

3.9 Best rostering guidelines (to be included in the body of the MECA)

The following have been agreed as best practice through joint MITAC DHB/APEX seminars and should be read in conjunction with this MECA. The intention is to support the health and safety of employees including adequate time off and recuperative time, employees work life balance, efficient rostering in line with evidence-based parameters concerning fatigue, productivity and optimum performance.

- No more than 4 consecutive night shifts.
- 3 sleeps after nights (if less than 3 night shifts, 2 sleeps off)
- overnight on call should not be followed by a pm (late or afternoon) shift
- No more than 7 days rostered in a row (ideally 5)
- Call rosters should be considered as if duty rosters to ensure the impact on the MIT is appropriately considered.
- Two consecutive days off a week.
- No more than 1 weekend rostered on call in every 4 consecutive weekends
- Forward rotating shift patterns.
- Fewer shift changes as possible.
- One work period per 24 hours – no split shifts

Remuneration

There are several parts of the proposal that relate to remuneration. Salary scales are attached at Appendix 1.

Lump Sum Payment

Payment of \$1,600 (gross and pro rata FTE) for all full- and part-time employees who are APEX members. The lump sum will be payable to those members employed by the DHBs at the date of ratification.

Note that Lump Sum Payments for part-time will be based on the greater of actual hours worked over the previous 12 months, or contractual FTE.

Qualifying staff who are on approved leave without pay on the date of settlement shall be eligible to receive the payment on their return to work.

MITs Scale

- General Increase 1 – 3% on 14 October 2019 except that MITs on Step 8 and above will receive 4.0% on 14 October

- General Increase 2 – 3% on 3 February 2020
- General Increase 3 – 3% on 1 February 2021
- General Increase 4 – 1.5% on 1 February 2022

Effective from either

- with effect from 14 October 2019 (option 1) or
- with effect from 1 December 2020 (option 2)

The provisions of clause 5.1.1 and 5.1.4 are replaced by:

5.1.1 Progression from Steps 1 to 7 shall be by automatic annual increment.

Translation and transition - New Automatic Annual Increment Step 7

At the point at which it is introduced [14 October 2019 (option 1) or 1 December 2020 (option 2)], employees who have been on step 6 for 12 months or more shall move to the new top automatic step. This translation shall reset their anniversary date for future salary progression purposes (i.e. they shall be required to complete a further 12 months' service on this step before being eligible to progress in accordance with the relevant progression provisions). Otherwise progression is available after 12 months on Step 6.

Current employees who are already receiving two extra salary steps through the existing clause 5.1.4 as [14 October 2019 (option 1) or 1 December 2020 (option 2)], shall retain their paid salary step for the purposes of automatic annual progression and may progress up to a maximum of Step 8 on the salary scale.

All other employees are eligible for automatic annual progression up to Step 7 on the salary scale.

New Increment Step 8 [Available from 13 October 2020 (option 1) or 6 December 2021 (option 2)]

The new appraisal-based increment step 8 is intended to reflect and value the professional/technical skills, performance and personal attributes of an Experienced Practitioner in contributing to improving health outcomes.

The employee shall progress to step 8 on the achievement of mutually agreed objectives set prospectively at the performance review undertaken when the employee is on Step 7.

Progression shall not be denied where a performance review is not completed through no fault of the employee or work objectives are not met due to work reassignment directed by the employer.

To be eligible for progression to Step 8, employees must have spent a minimum of 12 months on Step 7.

5.1.2 [Merit progression - See Appendix]

5.3 MRI and Nuclear Medicine Scale

- General Increase 1 – 3% on 14 October 2019 except that MRI and Nuclear Medicine Technologists on Step 6 and above will receive 4.0% on 4 February 2019
- General Increase 2 – 3% on 3 February 2020
- General Increase 3 – 3% on 1 February 2021
- General Increase 4 – 1.5% on 1 February 2022

5.3.1 With effect from 14 October 2019, movement through Steps 1 -6 shall be by automatic annual increments.

5.3.3 Current clause wording to be replaced with “The minimum step payable to a specialist, unit or area charge shall be step 7”.

Transitional provisions for new automatic annual increment for Step 6

At the point at which it is introduced, 14 October 2019 employees who have been on step 5 for 12 months or more shall move to Step 6. This translation shall reset their anniversary date for future salary progression purposes (i.e. they shall be required to complete a further 12 months’ service on this step before being eligible to progress in accordance with the relevant progression provisions).

Otherwise progression is available after 12 months on Step 5.

5.3.6 Notwithstanding the rates of salary specified above after having regard to the educational qualifications, and experience of a person appointed to this scale, the employer may pay a commencing salary higher than the first step. If at the time of obtaining post graduate qualification those MITs that currently sit on step 5 or higher on the general MIT scale will translate to a minimum of step 2 on the MRI and Nuclear Medicine Technologists scale

(note: Whilst undertaking training towards qualification as a MRI or Nuclear Medicine Technologist, employees will continue to be employed on the MIT scale or the trainee scale above, whichever is the higher rate.).

5.4 Clinical Assistants Scale

Replace the current Clinical Assistants scales with the following:

Step	11-Dec-17			14-Oct-19	3-Feb-20	1-Feb-21	1-Feb-22	
Merit 3	44,796	-->	7	53,214	54,810	56,455	57,302	M
Merit 2	42,462	-->	6	51,664	53,214	54,810	55,632	M
Merit 1	40,450	-->	5	50,159	51,664	53,214	54,012	A
			4	47,039	48,450	49,904	50,652	A
3	39,298	-->	3	43,473	44,777	46,121	46,812	A
2	37,565	-->	2	40,125	41,329	42,569	43,207	A
1	35,174	-->	1	37,617	38,746	39,908	40,506	A

With pro-rated rates for Clinical Assistants employed on the basis of a 37.5 or 35 hour working week.

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

In the event that any salary on the clinical assistant scale falls below the minimum wage at any point during the term of this agreement, the minimum wage rates will apply.

EMPLOYMENT OF STUDENTS

- 6.1 The parties agree that students taking part in rostered clinical-based training shall not be paid where they are supernumerary and under on-site supervision of a registered Medical Imaging Technologist.
- 6.2 Other than as provided in 6.1, students will be entitled to all conditions of employment on a pro rata basis. In consultation with the student, rostering of (supervised) work shifts shall occur as follows:
- 6.2.1 When performing the duties of an MIT who would have normally been rostered to work.
- 6.2.2 Students may be rostered to work for any 8-hour shift between 0700 - 2230 Monday – Friday as required by the employer.
- 6.2.3 Students will be offered employment during semester or course block breaks in Auckland, Northland, Waitemata and Waikato DHBs.
- 6.2.4 Students may be requested to work rostered weekend shifts. These shifts will still be considered to be training but will be paid.
- 6.3 Whilst engaged to perform work as per clause 6.2, students will be remunerated as per the Student Salary Scale below.

Students

	11-Dec-17	14-Oct-19	3-Feb-20	1-Feb-21	1-Feb-22
Year 3	\$18.06	\$19.13	\$19.94	\$21.22	\$21.54
Year 2	\$16.80	\$18.57	\$19.36	\$20.60	\$20.91
Year 1	\$15.63	\$18.03	\$18.57	\$19.13	\$19.41

- 6.5 Minimum Adult Rate / Progression.
- 6.4.1 Appointees aged 20 and above shall be appointed to Step 3
- 6.4.2 Appointees aged less than 20 shall;
b) progress by annual increments to the maximum
- 6.4.3 Appointees on less than step 3 shall progress to step 3 on their 20th Birthday

8.0 Weekend work penalty clause

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

9.0 On Call

From 14 October 2019 increase the On-Call Allowance from \$4.04 to \$8.00 and on Public Holiday, from \$6.06 to \$10.00

13.0 Forensic Allowance

Add "For monitoring purposes, where the allowance is paid to the employees performing the procedure, the union will be notified. The union will work with the respective DHB to minimise such occurrences."

21.0 PARENTAL LEAVE

21.1 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 21), provided that where this clause 16 is more favourable to the employee, the provisions of this clause 16 shall prevail. Employees should seek the advice of their manager, Human Resources or APEX in applying for parental leave. Advice on parental leave is also available from Employment New Zealand. Advice on parental leave payments is available from the Inland Revenue Department.

21.2 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.

21.3

- (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.

21.4 In cases of adoption of children of under six years of age, parental leave shall be granted in terms of 21.2 and 21.3 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.

21.5 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.

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

21.7 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.

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

21.9 Job protection -

- (a) Subject to 21.10 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.

21.10

- (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 21.9 (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 21.10(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 21.10(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 21.10(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 21.10(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 28 of this contract.

21.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 26.9(a) above, parental leave shall cease.

21.12 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.

- 21.13 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.
- 21.14 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.
- 21.15 Paid Parental Leave – Where an employee takes parental leave under this clause, meets the eligibility criteria in 21.2 (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 21.15.

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 21.3(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.

24.0 Refund of Annual practicing certificate & Professional association fees

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

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

25.0 Continuing professional development and training

In the implementation plan, it will be noted that an MRI or NM MIT who are required by the employer to hold a General scope of practice, are eligible to apply to the CPD committee for access to the CPD pool to meet any CPD requirements of the General scope of practice

Included in definitions

“**Student Assessor**” means an employee who is recognised by the Technical Learning Institute (Education provider) as a student assessor, or an employee who performs all of some of the following activities:

- Written student assessments;
- Longitudinal Evaluation Programmes (LEPs);
- Is involved in final practical and oral assessments (e.g. SOAP @Unitec; SPA @ ARA; CBA @ UCOL). To be clear, a student assessor is not an MIT who agrees to assess a student’s competency in relation to a patient examination.

Changes to other MECA clauses

Clause 3.1 Amend to read

All individual employees who have stayed on 35 (1820 divisor) or 37.5 (1950 divisor) hours will have these hours individually grand parented and shall continue to be treated as full time.

Except that in Northland and West Coast DHBs the provisions of clause 3.1 of the MECA dated 1 October 2013 to 7 October 2015 shall continue to apply.

Clause 9.6

Update the table to read:

DHB	Minimum number of hours per call
BOP	3
Taranaki - New Plymouth	3
Taranaki - Hawera	2

New Clause – Domestic Violence Leave

The employer will apply the provisions specified in the Domestic Violence Victims Protection Act 2018 including applications for leave and changes to working arrangements in accordance with the Act and the relevant employer policies.

Clause 25.5 Add “when requested”

Clause 40 – delete and reserve

Schedule 2 Delete NMDHB sections

Schedule 3 Bay of Plenty DHB – new wording below

1.1 Where an employee is granted leave of absence from duty on account of sickness or non-work related accident he/she shall be entitled to payment for such leave at relevant daily pay (RDP)

Schedule 4 Waitemata DHB Delete 2.3

Schedule 4 Update to include current rates at Taranaki DHB

1. In regard to MECA clause 9.6, TDHB the following will be included:

DHB	Minimum number of hours paid per call
Taranaki – New Plymouth	3
Taranaki – Hawera	2

2. The following be added for Schedule 4 of the MECA 'On Call Rates' in respect of Taranaki DHB:

Taranaki Base Hospital: All employees shall be paid for a minimum of three hours or for actual working and traveling time, whichever is the greater – at double the normal hourly rate (T2).

Hawera Hospital: All employees shall be paid for a minimum of two hours or for actual working and traveling time, whichever is the greater – at double the normal hourly rate (T2).'

3. The following be added for Schedule 4 of the MECA 'On Call Rates' in respect of Taranaki DHB:

Taranaki Base Hospital: All employees shall be paid for a minimum of three hours or for actual working and traveling time, whichever is the greater – at double the normal hourly rate (T2).

Hawera Hospital: All employees shall be paid for a minimum of two hours or for actual working and traveling time, whichever is the greater – at double the normal hourly rate (T2).'

4. The following be added to Schedule 4 'Overtime, Penal Time' in respect of Taranaki DHB:

Penal time is time worked (other than overtime) within the following periods:

- (i) Weeknight – between 2000 and 0700 hours from midnight Sunday to midnight Friday / Saturday*
- (ii) Weekend – between midnight Friday / Saturday and midnight Sunday*
- (iii) Public Holiday – between 0000 and 2400 on a public holiday*

Overtime Rates

(a) From midnight Sunday to 1200 Saturday at one and on-half time (T1.5) the normal hourly rate of pay for the first three hours and at double the normal hours rate of pay (T2) thereafter.

(b) From 1200 Saturday to midnight Sunday or on a public holiday at double the normal hourly rate of pay (T2)

Penal Rates

(a) Weeknight: T1.25

(b) Weekend: T1.5

(c) Public Holiday: T2

Update to schedule 4 under On Call Rates

Bay of Plenty DHB

For those employees who are called back to work after completing their normal rostered shift (7, 7.5 or 8) payment shall be at a minimum of T1.5.

Subject to the provisions of clause 9 (on call), Tauranga employees who are rostered on call and called back to work shall be paid for a minimum 3 hours at T1.5 except that:

- All hours that fall between 2000 and 0800 shall be paid at T2; and
- Public Holidays shall be paid at T2; and
- Weekends between Saturday Midday to Sunday/Monday Midnight shall be paid at T2.

From 23 December 2011, all callbacks on statutory holidays shall be paid at T2.

APEX MEDICAL IMAGING TECHNOLOGIST SCALES

NB scales will be pro-rated where current for MITs, MRI/NMTs, and Clinical Assistant employed on the basis of a 37.5 or 35 hour working week

Medical Imaging Technologists

(excluding MRI and Nuclear Medicine Technologists)

OPTION 1:

40 Hrs

Step	11-Dec-17		14-Oct-19		3-Feb-20		13-Oct-20		1-Feb-21		1-Feb-22	
15	100,366	M	15	104,381	M	107,512	15	107,512	110,737	112,398	M	
14	98,341	M	14	102,275	M	105,343	14	105,343	108,503	110,131	M	
13	94,769	M	13	98,560	M	101,517	13	101,517	104,562	106,130	M	
12	91,196	M	12	94,844	M	97,689	12	97,689	100,620	102,129	M	
11	87,624	M	11	91,129	M	93,863	11	93,863	96,679	98,129	M	
10	84,053	M	10	87,415	M	90,038	10	90,038	92,739	94,130	M	
9	80,480	M	9	83,699	M	86,210	9	86,210	88,796	90,128	M	
8	76,908	M	8	79,984	M	82,384	8	82,384	84,855	86,128	NIS	
7	73,336	M	7	75,536	A	77,802	7	77,802	80,136	81,338	A	
6	70,778	A	6	72,901	A	75,088	6	75,088	77,341	78,501	A	
5	66,191	A	5	68,177	A	70,222	5	70,222	72,329	73,414	A	
4	62,618	A	4	64,497	A	66,431	4	66,431	68,424	69,451	A	
3	59,046	A	3	60,817	A	62,642	3	62,642	64,521	65,489	A	
2	55,474	A	2	57,138	A	58,852	2	58,852	60,618	61,527	A	
1	51,902	A	1	53,459	A	55,063	1	55,063	56,715	57,565	A	

OPTION 2:

Step	11-Dec-17	14-Oct-19	3-Feb-20		7-Dec-20	1-Feb-21			6-Dec-21	1-Feb-22	
15	100,366	104,381	107,512	M	107,512	110,737	M	15	110,737	112,398	M
14	98,341	102,275	105,343	M	105,343	108,503	M	14	108,503	110,131	M
13	94,769	98,560	101,517	M	101,517	104,562	M	13	104,562	106,130	M
12	91,196	94,844	97,689	M	97,689	100,620	M	12	100,620	102,129	M
11	87,624	91,129	93,863	M	93,863	96,679	M	11	96,679	98,129	M
10	84,053	87,415	90,038	M	90,038	92,739	M	10	92,739	94,130	M
9	80,480	83,699	86,210	M	86,210	88,796	M	9	88,796	90,128	M
8	76,908	79,984	82,384	M	82,384	84,855	M	8	84,855	86,128	NIS
7	73,336	75,536	77,802	M	77,802	80,136	A	7	80,136	81,338	A
6	70,778	72,901	75,088	A	75,088	77,341	A	6	77,341	78,501	A
5	66,191	68,177	70,222	A	70,222	72,329	A	5	72,329	73,414	A
4	62,618	64,497	66,431	A	66,431	68,424	A	4	68,424	69,451	A
3	59,046	60,817	62,642	A	62,642	64,521	A	3	64,521	65,489	A
2	55,474	57,138	58,852	A	58,852	60,618	A	2	60,618	61,527	A
1	51,902	53,459	55,063	A	55,063	56,715	A	1	56,715	57,565	A

MRI and Nuclear Medicine Technologists

40 Hrs

Step	11-Dec-17			14-Oct-19	3-Feb-20	1-Feb-21	1-Feb-22	
10	101,960	M	10	106,038	109,220	112,496	114,184	M
9	98,847	M	9	102,801	105,885	109,061	110,697	M
8	95,735	M	8	99,564	102,551	105,628	107,212	M
7	93,692	M	7	97,440	100,363	103,374	104,924	M
6	90,736	M	6	94,365	97,196	100,112	101,614	A
5	88,236	A	5	90,883	93,610	96,418	97,864	A
4	85,738	A	4	88,310	90,959	93,688	95,094	A
3	83,243	A	3	85,740	88,312	90,962	92,326	A
2	80,732	A	2	83,154	85,649	88,218	89,541	A
1	78,176	A	1	80,521	82,937	85,425	86,706	A

Trainee MRI and Nuclear Medicine Technologists

40 Hrs

	11-Dec-17	14-Oct-19	3-Feb-20	1-Feb-21	1-Feb-22
3	66,366	68,357	70,408	72,520	73,608
2	63,719	65,631	67,599	69,627	70,672
1	61,176	63,011	64,902	66,849	67,851

Clinical Assistants

40 Hrs

Step	11-Dec-17			14-Oct-19	3-Feb-20	1-Feb-21	1-Feb-22	
Merit 3	44,796	-->	7	53,214	54,810	56,455	57,302	M
Merit 2	42,462	-->	6	51,664	53,214	54,810	55,632	M
Merit 1	40,450	-->	5	50,159	51,664	53,214	54,012	A
			4	47,039	48,450	49,904	50,652	A
3	39,298	-->	3	43,473	44,777	46,121	46,812	A
2	37,565	-->	2	40,125	41,329	42,569	43,207	A
1	35,174	-->	1	37,617	38,746	39,908	40,506	A

Students

	11-Dec-17	14-Oct-19	3-Feb-20	1-Feb-21	1-Feb-22
Year 3	\$18.06	\$19.13	\$19.94	\$21.22	\$21.54
Year 2	\$16.80	\$18.57	\$19.36	\$20.60	\$20.91
Year 1	\$15.63	\$18.03	\$18.57	\$19.13	\$19.41

On Call Roster Review Process

In line with the commitments outlined in the MECA Introduction section point 3, the DHBs have agreed to a review of the on-call rosters in place at the DHBs.

The overall aim is to progressively review all rosters to ensure they (all) provide for the safety and health of staff. The parties will monitor the effectiveness of the roster review processes through the MIT Action Committee workplan.

Shift implementation for high risk on call periods

Within 1 month from the date of ratification, the preceding three months of all on call rosters shall be reviewed by the DHB and APEX delegate(s) to determine their risk level and respond in accordance with points (iii) – (v) below.

Where an on call period is high risk, the employer shall:

- a) Notify APEX this clause is in effect and for which rosters.
- b) Consult with the employees concerned (who may choose to have APEX assist them in this process) on options to implement a shift or alternative arrangements that will be made to reduce on call activity and/or minimize the impact of fatigue on staff;
- c) Where a new shift roster is to be implemented, the DHB will recruit sufficient MITs to staff new (shift) rosters and give 28 days' notice of the new rosters prior to implementation. The employer will endeavour to complete this process within 6 months of notification to APEX.
- d) Where alternative arrangements are to be implemented, these must be operational as soon as practical and reassessed 3 months later as to effectiveness. The criteria for triggering review shall again be applied and if the roster remains above the trigger levels, a shift must be reconsidered for implementation as per b) and c) above.

Ongoing monitoring and review of impact of on call rosters shall be completed at least annually.

Risk Level Assessment

- (i) On call periods are defined for the purposes of this clause as follows:

‘Days on call’ refers to the period 0800–1600 Monday through Sunday.

‘Evenings on call’ refers to the period 1600–2400 Monday through Sunday.

‘Nights on call’ refers to the period 2400-0800 Monday through Sunday.

(ii) The fatigue risk level for each on call period shall be monitored in accordance with the applicable fatigue risk matrix provided at point (vii).

(iii) Where the fatigue risk level for an on call period is 'low risk' or medium risk, the employer shall continue to actively monitor for increased fatigue risk. Risk mitigation actions should be deployed where applicable.

(iv) Where the fatigue risk level for an on call period is 'high risk', the employer begins the consultation process in b) above.

(vi) Note: In setting out these points as the triggers to mandate review and action, the parties are not condoning the level of fatigue that may arise if a roster falls short of this trigger, it is simply a starting point for the automatic activation of review and does not preclude review below this starting point.

(vii) Fatigue risk matrices:

These matrices are used as guidance to trigger the review process to show where patterns of higher risk periods occur.

Fatigue risk matrix for Days and Evenings (0800-1600 and 1600-2400) on call

For each 8-hour on call period	3 points		
	1 point	2 points	
Average number of call backs	1 or less	2	3 or more
Maximum days on call for any MIT per week	1 or less	2	3 or more
Ave. Total hours at work (including travel)	Up to 2	2 to 4	4 or more

Evening periods

Low risk = 1-3 points Medium risk = 4 points High risk = 5-9 points

Daytime Periods

Low risk = 1-4 points Medium risk = 5 points High risk = 6-9 points

Fatigue risk matrix for Nights (2400-0800) on call

For each 8-hour on call period	3 points		
	1 point	2 points	
Average number of call backs	1 or less	2	3 or more
Maximum days on call for any MIT per week	1 or less	2	3 or more
Ave. Total hours at work (including travel)	Up to 2	2 to 4	4 or more
Ave. Single longest uninterrupted period of sleep	8 or more	6 to 8	Less than 6

Low risk = 4-5 points Medium risk = 6-7 points High risk = 8-12 points

Reducing Fatigue – Related risk

Additional activities to support fatigue related risk reduction include: Adequate policies, procedures and protocols being in place for:

- Calling in when fatigued and ensuring sufficient cover is available when this occurs
- Workplace napping (when, where, how)
- Analysis of data for monitoring fatigue
- Acting on data, feedback to staff and management
- Appropriate workload and type of work (only necessary work to be performed)
- Best Practice Rostering Guidelines
- Getting home safely – risk to self and others on the road but noting if the risk is prevalent, the risk of clinical practice prior to driving home is also likely to be present.

Fatigue management education

- Causes of fatigue and safety issues in your workplace
- Personal strategies to use at home (how to get better sleep)
- Personal strategies to use at work (strategic use of caffeine, napping)
- DHB policies relating to fatigue management (for calling in as too fatigued, how to report fatigue hazards)

APPENDIX MERIT PROGRESSION OPTIONS

At mediation on 23 September 2019 APEX tabled wording on merit progression processes.

This included:

1. wording the was part of the DHB offer of 22 August 2019;
2. a process timeline of 10 days for responding to applications for merit progression; and
3. a 'Super User' provision providing a mechanism for 'in scale' progression

Element 1 is clearly acceptable to the DHBs

The DHBs are concerned that Element 2 is focussed solely on an application and decision process.

There is no clear process around how expectations for merit progression are discussed and agreed between the MIT and their manager, which means there will be a lack of common understanding on how the decision on merit will be made. This could mean:

- the different expectations between the MIT and their manager will not be uncovered until the application
- the merit process will not clearly inform individual and service work plans for the year
- there is a lack of a common framework for merit progression decisions which leads to potential disparity of treatment

The DHBs are concerned that Element 3 is essentially a variant of the modality model that is being removed.

In response the DHBs think there are a number of options that would be acceptable.

- **Option 1** leave as is (with adjustment to step reference and linked to timing of removal of modality)
- **Option 2** as per DHB offer (linked to timing of removal of modality)
- **Option 3** agree a merit progression framework is developed during the term linked to the deferred date of the removal of modality – model could look like APEX Med Lab Workers or Clinical Physiologists
- **Option 4** the following wording – tracked from the APEX mediation proposal – (linked to timing of removal of modality):

New clause 5.1.2

Merit Progression to Step 9 and Step 10 on the MIT Scale is available on an annual basis for Medical Imaging Technologists and their managers to recognise clinical excellence, flexibility, knowledge, leadership and responsibility.

Progression beyond Step 10 shall be dependent on job content, skill shortage, responsibilities of the position, and the employee's level of performance. Progression shall recognise that clinical skill, knowledge and responsibility, as well as managerial and leadership responsibilities shall be rewarded.

To be eligible for progression to Step 9, employees must have spent a minimum of 12 months on Step 8. To be eligible for progression to Step 10, employees must have spent a minimum of 12 months on Step 9

~~To be applied to all non-automatic progression processes: Applications shall be considered and either approved or declined in writing within 10 working days of their receipt.~~

- ~~1. If approved, the new applicable salary shall take effect the first Monday of the month following the application having been received.~~
- ~~2. If a progression application is declined, the employer shall within 10 working days provide in writing to the applicant the reasons for the decision and what steps might be taken for a successful application being achieved in the future.~~

~~Progression shall not be denied where a performance review is not completed through no fault of the employee or work objectives are not met due to work reassignment directed by the employer.~~

~~Effective 1 December 2020~~

~~Super Users~~

~~At any time through the salary progression, nothing precludes a manager from recognizing additional responsibilities, roles and/or competencies in addition to the normal expectations of the staff member's position. Examples include student assessors, colonography, drug administration, consenting patients and triage, or specialist technology knowledge and application. These responsibilities, roles and/or competencies shall be confirmed in writing.~~

~~Where a role that attracts such salary progression is applicable for a specific time period e.g. the Health and Safety rep, the requisite salary shall apply only for the time of that appointment.~~

~~Such salary progression does not apply where the responsibilities, role or competencies constitute a formal position for which remuneration is recognized under this collective agreement.~~

After moving to Step 8 or 9, the MIT shall advise their manager in writing of their intention to seek merit progression.

Within one month of receipt of this advice, the MIT and manager shall meet to agree a set of merit objectives for the year (or other agreed timeframe) on which progression will be determined. These objectives should include consideration across the following areas:

- Advanced practice
- Leadership and management
- Professional development
- Service development

The agreed objectives should be recorded in writing and signed off by the appropriate manager(s).

The manager(s) of the employee will ensure appropriate support is provided to the employee undertaking the merit progression process. Any reasonable resources including time must be identified and agreed when the merit objectives are initially set.

Any retrospective recognition of work carried out within the last three months towards these objectives will be agreed at this time.

Consultation between the employee and their manager(s) should be ongoing throughout the year to allow for any amendments should circumstances change or additional opportunities present themselves and recognises retrospective attainment where appropriate/applicable.

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

The employee completes the work during the agreed timeframe, with the evidence appropriately documented.

The objectives and evidence of the completed activity is reviewed at the end of the agreed timeframe by the line manager(s), with discipline-specific professional input as appropriate.

A moderation process can be initiated if deemed necessary.

If all agreed activities have been completed to the standards agreed when the objectives were set, or as subsequently modified, then the merit progression occurs.

Where there are disagreements during this process, local DHB dispute resolution processes will apply.