



APEX
ALLIED SCIENTIFIC AND TECHNICAL



Explore
Specialist Advice^{NZ}

APEX & EXPLORE

**BEHAVIOURAL SPECIALISTS
COLLECTIVE AGREEMENT**

01 JANUARY 2022 - 30 JUNE 2023

If you have any issues with this employment agreement including:

- hours of work
- salaries
- rosters
- annual leave
- public holidays
- sick leave
- bereavement leave
- parental leave
- health & safety
- any part of your working life

Contact your delegate or APEX

Phone	(09) 526 0280
Fax	(09) 579 6213
Email	psychologist@apex.org.nz ask@apex.org.nz
Website	www.apex.org.nz



and



Behaviour Specialists - Collective Agreement

1 January 2022 to 30 June 2023

Contents

CLAUSE NUMBER	TITLE	PAGE NUMBER
1.0	Parties	3
2.0	Coverage and Application	3
3.0	Term	3
4.0	Variation	3
5.0	Right to Work	3
6.0	Vetting	3
7.0	Hours of Work	3
8.0	Meal and Rest Breaks	4
9.0	On call	4
10.0	Salaries	4
11.0	Public Holidays/Alternative Holidays	5
12.0	Annual Leave	5
13.0	Sick Leave	5
14.0	Bereavement Leave	6
15.0	Domestic Violence Leave	7
16.0	Parental Leave	7
17.0	Special Leave	7
18.0	Expenses	7
19.0	Termination	8
20.0	Redundancy/Redeployment	8
21.0	Health and Safety	9
22.0	Refund of APC, Professional Memberships And Annual Fees	9
23.0	Professional Development	10
24.0	Supervision	10
25.0	Superannuation	10
26.0	Indemnity	10
27.0	Resolution of Employment Relations Problems	10
28.0	Confidentiality	11
29.0	Savings	11

1.0 Parties

Healthcare New Zealand Limited/Explore (The “Employer”)

AND

Association of Professionals and Executive Employees (APEX) (The “Union”).

2.0 Coverage and Application

This agreement is made pursuant to the Employment Relations Act 2000 and its amendments and shall apply to all employees of Explore who are members of APEX and who are employed as Behaviour Specialists, Supervising Behaviour Specialists, Senior Behaviour Specialists, including those who hold registration as speech language therapists, occupational therapists, and social worker.

The parties agree that any employee whose work is covered by the coverage clause of this agreement, who is engaged by the employer after the date this agreement comes into effect shall be offered information about becoming a member of the union. Further to this, the provisions of Section 62 of the Employment Relations Act 2000 shall apply.

Existing employees who are covered by the coverage clause who become members during the term of the collective agreement shall, from the date of becoming a union member, be bound by all benefits and obligations relating to employees under this collective agreement subject to the restrictions set out in the Employment Relations Act 2000.

Employees who are registered psychologists, intern psychologists, or employed in positions as managers and above, shall not be covered by this collective agreement.

3.0 Term

This collective agreement shall come into force on 1 January 2022 and continue in force until 30 June 2023.

4.0 Variation

Any variation to this collective agreement shall be mutually agreed between the parties and such variation shall be in writing and signed by the parties.

5.0 Right to Work

It is a condition of employment that employees are legally entitled to work in New Zealand. Copies of current work permits will be held by the employer.

6.0 Vetting

It is a condition of employment that employees have a satisfactory police record and are required to inform the employer of any pending charges or convictions.

Employees are required to maintain their practicing certificate and meet the requirements of the Vulnerable Children’s Act 2014.

7.0 Hours of Work

The ordinary hours of work are forty (40) per week, to be worked between the hours of 0800 and 1800 Monday to Friday inclusive. Work outside these hours will be by agreement of the employee and their manager.

All employees are eligible to receive TOIL if they have worked in excess of their normal hours of work. Equivalent time off in lieu will apply on the basis of one hour off for one hour worked. The additional time worked and time off in lieu must be mutually agreed by the manager and employee.

8.0 Meal and Rest Breaks

No employee shall be required to work for more than five hours continuously without being entitled to a meal break of not less than half an hour.

Rest breaks of 10 minutes each for morning tea and afternoon tea shall be recognised as time worked. Tea, coffee, milk and sugar shall be supplied by the employer at no cost to the employee.

Employees who are infant feeding and wish to express milk while at work, may arrange breaks to do so in discussion with their manager.

9.0 Salaries and Placement

Salary will be paid fortnightly by direct credit to the nominated bank account.

Grade	Annual Salary Range	Placement Criteria
1	\$55,000 – \$66,000	Relevant Degree; registration or relevant experience up to 3 years'
2*	\$66,001 – \$75,000	Relevant Degree; registration or relevant experience up to 6 years'
3	\$75,001 – \$80,000	Relevant Degree; registration or relevant experience up to 9 years'
4	\$80,001 – \$86,000	Relevant Degree; registration or relevant experience of 10 years' or more

**Those with a relevant Masters Degree and Post Graduate Diploma (Pg dip) with no experience start in grade 2.*

The initial placement for new employees into the relevant wage grade shall be based on the applicable Placement Criteria being met per the table above. For example, those with a relevant undergraduate degree and up to 3 years of relevant experience would be placed in Grade 1. Those with a relevant undergraduate degree and between 4 and 6 years' of relevant experience would be placed in Grade 2. Those with a relevant Masters degree and post graduate diploma but no years of relevant experience would start in grade 2 to recognise the years spent studying toward the achievement of this qualification.

For employees that do not have a relevant degree but up to 3 years of experience they would start in grade 1. For employees who do not have a relevant degree and have 4 to 6 years' experience they would be placed in grade 2.

Employees shall be offered an appropriate salary within their relevant salary Grade based on the breadth and depth of an employee's professional knowledge, skill, and performance.

Apex union members as at 4 April 2022 with greater than 6 month tenure with Explore shall receive a \$3,500 (FTE, and pro-rata for part time employees) increase to their annual salary, effective 1 January 2022.

Effective 1 September 2022, Apex union members as at 1 September 2022 with greater than 6 months tenure with Explore shall receive a 5% increase to their annual salary.

11.0 Public Holidays/Alternative Holidays

11.1 The following days are recognised as statutory (or public) holidays:

11.1.1 New Year's Day, and the following day, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Anniversary Day observance in each province, the birthday of the reigning Sovereign, Matariki, Labour Day, Christmas Day and Boxing Day. Should New Year's Day and the following day, Christmas Day or Boxing Day fall on either a Saturday or Sunday, the holiday will be treated in accordance with the Holidays Act 2003.

11.2 The employee is entitled to a paid day off on a statutory holiday provided the day would otherwise have been a working day. Payment for statutory holidays will be made in accordance with the provisions of the Holidays Act 2003 and its amendments. These days will not be considered as part of annual leave.

11.3 Where an employee is required to work on a public holiday, then the work performed will be paid at ordinary rates plus 50% (T1.5), with an alternative day off granted if the public holiday worked falls on a day that would otherwise be a working day. A public holiday is otherwise a working day if an employee worked on the day for four of the eight preceding weeks.

12.0 Annual Leave

12.1 Upon completing 12 months continuous service, the Employee shall be entitled to four weeks annual leave.

12.2 Where possible, annual leave shall be taken during the year in which it falls due. Annual leave shall be taken following prior agreement with the employer.

12.3 Payment for annual leave will be made in accordance with the provisions of the Holidays Act 2003 and its amendments

12.4 Annual leave will be paid in the standard pay that relates to the period during which the holiday is taken, unless requested otherwise

12.5 On a case by case basis, annual leave may be taken in advance with the approval of the employee's manager

12.6 If the employee is sick while on annual leave and have a sick balance available, on production of a medical certificate the employee's annual leave will be reinstated, and the period of sickness will be offset against the employee's sick leave entitlement

13.0 Sick leave

13.1 The Employee shall be entitled to 10 days sick leave per annum after six months continuous employment, in accordance with the Holidays Act 2003. This leave may only be used in the circumstances set out in that Act which, by way of clarification are:

13.1.1 When the Employee is sick;

13.1.2 When the spouse of the Employee is sick; or

13.1.3 When a dependent of the Employee is sick.

13.2 Unused sick leave can be accumulated to a total of 30 days.

13.4 Any additional sick leave required should be requested in writing and will be at the discretion of your manager.

13.5 Production of medical certificates may be required.

13.6 If the employee needs to attend a medical appointment (which may include a doctor, dentist, physiotherapist or similar professional) and where evidence of the employee's appointment is produced, reasonable time off on pay may be approved at the employers discretion and will not be deducted from any leave entitlement. It is expected that the employee will take business considerations into account when coordinating medical appointments, and where possible, the employee should make effort to make medical and dental appointments outside of work hours.

13.7 Accident compensation will be granted according to the provisions of the Accident Compensation Act 2001.

14.0 Bereavement Leave

14.1 The Employee is entitled to 3 days' bereavement leave where the bereavement results from the death of the Employee's spouse, parent, child, brother, sister, grandparent, grandchild, father-in-law, and mother-in-law.

14.2 The Employee is entitled, to 1 days' bereavement leave where the bereavement results from the death of any other person only in agreement with the Company where the Company will take into account:

- the closeness of the relationship or association between the Employee and the deceased
- whether the Employee may have any responsibility for arrangements for the ceremony
- any cultural responsibilities the Employee has in relation to the death

14.3 'Spouse' includes a de facto spouse or same sex partner.

14.4 Employees can apply for bereavement leave in respect of each bereavement suffered.

- 14.5 The Employee agrees to complete the Company's bereavement application form in respect of each bereavement and when requested to do so.
- 14.6 If annual holidays have started, or about to start and the Employee suffers a bereavement then the Company will allow the Employee to take the period related to the bereavement as bereavement leave rather than annual leave.
- 14.7 If bereavement leave is exhausted (that is the 3 or 1 days leave for that particular bereavement) the Company may allow the Employee to take annual holiday entitlements if any entitlements are available.
- 14.8 Employees are to notify the Company of the need to take Bereavement Leave in advance where possible, and as soon as possible or alternatively before the start of the working day.

15.0 Domestic Violence Leave

- 15.1 The employee is entitled to at least 10 days paid Domestic Violence leave per annum in accordance with the Domestic Violence – Victims Protection Act 2018. The employee can also request short term flexible working patterns for up to two months.
- 15.2 Under clause 72E of the Act ("Employee must notify employer of intention to take domestic violence leave") the employee shall be entitled to choose the manager to whom they feel comfortable in making an application, and that manager shall keep information pertaining to that application confidential other than any reasonable disclosure necessary for the application of the Acts provisions and employer's business.
- 15.3 Any unused Domestic Violence leave does not accumulate each year and is not payable to the employee on termination of employment.

16.0 Parental leave

The employee is entitled to take Parental Leave in accordance with the Parental Leave and Employment Protection Act 1987, and Explore's Parental Leave guidelines.

17.0 Special leave

Court attendance will be granted as paid leave if the employee is required to be on jury service, a subpoenaed witness, or to attend at court on matter connected with the employee's employment. Any fees (excluding reimbursing payments) paid to the employee must be reimbursed to Explore.

Paid leave for military service will be provided under the Volunteers Employment Protection Act 1973. Any fees (excluding reimbursing payments) paid to the employee must be reimbursed to Explore.

18.0 Expenses

With prior agreement from the employee's manager, the employee will be reimbursed for any reasonable expenses incurred through the employee's role at Explore, upon production of receipts. Expenses covered include any reasonable travel, accommodation, meals and other out of pocket expenses, which are determined by the employer's policies.

When the Employee is required to use their private motor vehicle for the normal conduct of business other than to travel to and from work, the employer shall reimburse at the rate of 65 cents for the first 5000km and 41 cents over 5000km per year, or higher if the employer rate increases.

19.0 Termination

- 19.1 The employee is required to give no less than 6 weeks written notice should the employee resign from their role at Explore. In this event, the employer can elect to have the employee work out their notice period, pay the employee in lieu of notice, or require the employee to observe all or part of their notice period away from the office. During the notice period, the employee and employer will make all reasonable efforts to ensure completion of casework and orderly handover of duties.
- 19.2 If at any time during the employee's employment with Explore, an allegation of serious misconduct is proven and there are no mitigating factors, the employee may be summarily dismissed (without notice)
- 19.3 Where appropriate, as a result of a serious misconduct allegation, the employer may suspend an employee on full pay while an investigation is carried out.
- 19.4 If the employee is absent from work for more than 3 consecutive working days without notifying their manager or People and Culture, the employee will be deemed to have abandoned their employment and will be terminated without notice. Before this is determined, the employer will make every reasonable effort to contact the employee, including sending a registered letter to the employee's last known address notifying that this clause has been invoked. This clause will not apply where through unavoidable circumstances the employee could not notify the employer of their absence.
- 19.5 Employment may be terminated if an employee is unable to undertake their duties due to medical incapacity (including injury and illness).
- 19.6 When leaving the company, the employee is required to return all company property in their possession which belongs to or came from the company, including but not limited to, any vehicles, phones, computers, records, documents, letters, books, computer discs and memory storage cards, keys, security cards and other materials of every description (including copies). The company may request the employee to provide confirmation in writing that all property has been returned, and that all other copies of any information relating to the business of the company stored on any magnetic or optical disk or memory, and all matter derived from there which is in their possession, custody, care or control outside the premises has been irretrievably deleted.

20.0 Redundancy/Redeployment

- 20.1 If the Employee's position becomes surplus to requirements, due to a genuine redundancy situation, it will always be the desire and intent of the Company to place the Employee in another suitable position.
- 20.2 If there is no suitable position then the following process will apply: Notice of Termination of employment due to redundancy notice will not be issued until:
- Employees who are not placed receive an individual interview in order to explore the options open to them;

- It is clear that there are no available positions;
 - The employee has had an opportunity to comment on their options and provide input on ways to avoid the termination of their employment;
- 20.3 Voluntary redundancy will not generally be accepted, but will be considered on a case-by-case basis at the discretion of the CEO and/or GM of People and Culture;
- 20.4 An Employee Assistance Programme will be made available.
- 20.5 Where there is no opportunity for redeployment, the Company may provide CV writing, interview skills and time off for interviews, if appropriate.
- 20.6 Where a redundancy situation occurs, then wherever possible the Company will endeavour to give the Employee four weeks' notice of the redundancy.
- 20.7 In the event that the employer declares the employee redundant, the employee shall receive compensation calculated on the formula of four weeks' salary.
- 20.8 Where the position becomes redundant solely by virtue of the sale and/or transfer of all or part of the Company's business, no redundancy compensation shall be paid to the Employee if the person, company or other entity acquiring the business or part being sold or transferred:
- Offers the Employee employment in the business or the part being sold or transferred; and
 - Agrees to treat service with the Company as if it were continuous; and
 - The conditions of employment offered are no less favourable than the conditions currently held by the Employee.

21.0 Health And Safety

- 21.1 The employer and all its employees shall take all reasonable precautions for the safety and health of all Employees, patients and visitors as set out in the Health and Safety at Work Act 2015 and its Amendments. Employees who do become aware of damage or faults to equipment or the existence of other hazards that may endanger the health or safety of others shall immediately report such damage, fault or hazard to the Safety Officer and to the Company.
- 21.2 The Employee shall comply with the employer's health and safety policies and procedures at all times. The Employee acknowledges their familiarity with and acceptance of the Health and Safety at Work Act 2015 and its Amendments and agrees to take all practicable steps to ensure a safe working environment.
- 21.3 Employee's workloads will be reasonable and safe. Employee and manager are obliged to review workloads. If there is concern for workload, this can be arranged with the manager as a first step to discuss and resolve. Should the matter not be resolved escalation through a union rep and HR may be appropriate
- 21.4 Employees will not be required to work in situations whether there is a heightened personal risk or where the facilities and equipment are not appropriate.

- 21.5 Transport: employees will be provided with appropriate transport to carry out their official duties, this includes, public transport, employer provided vehicles, taxis, rental cars or reimbursement for use of personal cars as referred to in expenses clause
- 21.6 Behaviour Specialists will be provided with client meeting spaces that are sufficiently safe, welcoming, appropriately furnished and soundproof to enable clients to successfully engage in psychological services.
- 21.7 Where an employee has concerns with client meeting spaces, facilities or equipment they shall raise these with their employer in writing. Where possible these concerns should be resolved promptly. However not all issues, particularly around buildings, will be able to be immediately resolved.
- 21.8 The employee is required to comply with the Company's smoking policy established in accordance with the Smoke Free Environment act 1990 and the Smoke Free Environments Amendment Act 2003.

22.0 Refund Of Annual Practicing Certificate, Professional Memberships Annual Fees

- 22.1 Where it is a legal requirement to practice, the employer shall reimburse the cost of the Annual Practicing 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. For part-time employees that work in private practice (outside employment with Explore) or hold employment with a different employer, the amount reimbursed shall be pro rata according to the contracted FTE hours with Explore.

23.0 Professional Development

The employer is committed to developing the professionalism and skills of its people. This may include supports such as professional registrations, leave to enable you to undertake a course of study, to complete qualifications or to attend courses and seminars relevant to your work.

CPD is considered an essential requirement for behavioural specialists to maintain currency. This is a dual responsibility between employer and employee.

In usual circumstances, CPD would be undertaken as part of normal work time and paid accordingly as agreed with their line manager.

The maximum pay per day when undertaking CPD shall not exceed their ordinary hours worked during a week (Monday to Friday)

Should an employee attend approved CPD spanning a Saturday/Sunday the employee may take TOIL as per the Hours of Work clause. The employer will ensure that applications for professional development are assessed fairly and where limited places are available for training decisions are made using a fair process. 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 an appropriate psychological/behavioural specialist colleague. 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. Where approval is declined by an employee's manager, a review may be undertaken by the review panel.

24.0 Supervision

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

Where appropriate the employer may provide employees with access to cultural supervision to support Behaviour Specialists in becoming culturally competent to work with Māori.

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.

Supervision policy at Explore is detailed in the document *Supervision at Explore: FAQ (May 2016)*.

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

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

25.0 Superannuation

- 25.1 If the employee elects to join KiwiSaver, the employer will facilitate their participation in the scheme, along with making all employer contribution entitlements, as per legislative requirements. All employer contribution entitlements are paid in addition to base salary.

26.0 Indemnity

The Employer undertakes to indemnify employees for actions taken against them by persons suffering damage as a result of any acts or omissions of the employees while acting in the course of their employment and within the scope of their practice unless such acts or omissions are attributable to wilful negligence.

Where an employee, while acting in the course of their employment has a claim made against, them the employer shall provide such legal representation as is necessary.

27.0 Resolution of Employment Relations Problems

An "employment relationship problem" includes:

- (a) A personal grievance
- (b) A dispute
- (c) 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.

Where an Employment Relationship Problem arises the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:

- (a) The employee is entitled to seek representation at any stage during the process. Help with an employment relations problem is available from within the work place (employee, manager) or outside the workplace (Employment New Zealand 0800 20 90 20), or a union, an advocate or a lawyer.
- (b) If the matter is unresolved either party is entitled to seek mediation from Employment New Zealand or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)

A “personal grievance” means a claim that an employee:

- (a) has been unjustifiably dismissed; or
- (b) has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
- (c) has been discriminated against his/her employment; or
- (d) has been sexually harassed in his/her employment; or
- (e) has been racially harassed in his/her employment; or
- (f) has been subjected to duress in relation to union membership.

If the employment relationship problem is a personal grievance, the employee must raise the grievance with the employer within a period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the latter.

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

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

28.0 Confidentiality

Employees shall respect the confidentiality of any information given to the Employee or otherwise obtained relating the Employer’s business. The Employee shall not during and after employment disclose or make use of any confidential information relating to the business of the Employer. All patient information and systems and procedures of the Employer’s business are agreed to be confidential information

29.0 Savings

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.

30.0 Conflict of Interest

Employees must not enter into any other agreement of employment or business interest, or set up in any business, which may conflict with your employment obligations to HealthCare NZ. Where you feel such a conflict of interest may exist, you must seek the express agreement of HealthCare NZ.

As a guide, the employer will assess the following aspects to determine the extent of a conflict of interest situation:

1. The nature of the service being engaged in by the employee; and
2. The funding entities involved; and
3. The geographical area that any such work or services may be engaged in by the employee.

Other factors unique or specific to the situation may also be considered by the employer to determine the extent of a conflict of interest situation.

During employment and for a period of 12 months after employment ends the employee must not entice or solicit existing clients (including those that have been or are a client of the employee) away from Explore to other or new businesses.

SIGNED AGREEMENT

Sean Versteegh
General Manager – Mental Health and Wellbeing
Explore
Date

Dr Deborah Powell
National Secretary
APEX
Date

What “else” does APEX do?

- We negotiate psychologists’ **collective agreements** for members in both the **public and private sectors**. And of course, we enforce those agreements ensuring our members do get their rightful entitlements.
- We give members **employment advice** generally. This includes around your employment rights under legislation and at common law as well as your collective agreements, pay and in relation to any disputes that could arise.
- We provide advice, support and action with respect to **health and safety**. This includes psychological risks (e.g. bullying), physiological risks (e.g. fatigue) and physical risks (e.g. temperature in workplaces, hazardous substances, lifting etc)
- We support over **300 delegates** in workplaces around NZ, providing them with training and access to professional advice whenever they need it. Our delegates are immediately available to you in the workplace and are a critical link between members and the professional advocates and staff employed by APEX.
- We produce **Journals and newsletters** to keep you up to date with what is happening within your world, the wider Allied Scientific and Technical Health Practitioners space and whole of health and industrial environments.
- APEX **monitors legislation and other policy drivers** to ensure you know what might be happening that could affect you, and to ensure you have the opportunity to have a say, if you wish.
- We provide a public face to the **media** not just in relation to industrial matters but also health policy, health and safety issues and so that we can promote the invaluable work you perform.
- We provide access to **indemnity insurance**.
- We maintain the provision of **Facebook and Website** facilities to keep us all in touch and provide ready access to information and resources.

And much more. For further information check out our website www.apex.org.nz or [join us on Facebook](#).



ALLIED SCIENTIFIC AND TECHNICAL

PO BOX 11369
ELLERSLIE
AUCKLAND 1542

Phone: (09) 526 0280
Email: psychologist@apex.org.nz
Facebook: facebook.com/APEXUNION
Website: www.apex.org.nz