



and



Explore
Specialist Advice^{NZ}

Psychologists - Collective Agreement

2 May 2021 to 30 June 2022

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1.0 Parties

Healthcare New Zealand Limited (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 who are members of APEX and who hold registration with the New Zealand Psychologists’ Board:

- Psychologists – employees who hold registration with the New Zealand Psychologists’ Board;
- Intern Psychologists – employees who hold registration as intern psychologists with the New Zealand Psychologists’ Board.

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 employed in positions as service managers and above shall not be covered by this collective agreement.

3.0 Term

This collective agreement shall come into force on 2 May 2021 and continue in force until 30 June 2022.

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 additional breaks to do so in discussion with their manager.

9.0 One-off Progression and Working Group

APEX members as at 13 October 2021 on steps 1 -11 progress one step in the existing salary scale subject to satisfactory or above appraisals. Employees on steps 12-14 will be assessed against performance and any increase to remuneration will be discussed with the union on a case by case basis. This progression is a one-off movement during the term of the collective agreement and is only applied to eligible APEX members.

The one off progression is effective and will be backpaid from 1 July 2021 for all members eligible for an increase.

Over the term of the collective agreement the parties will meet in a working group to discuss and formulate a progression criteria that could be applied in the future for the general and merit steps. The parties will use best endeavours to determine criteria before 30 June 2022.

10.0 Salaries and Placement

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

Step	Annual salary
14*	114095
13*	104535
12*	98861
11	96000
10	95000
9	91000
8	88000
7	86000
6	82000
5	79000
4	75000
3	72000

2	69000
1	66000
Intern	49,000

The initial step placement shall be based on years' experience as a psychologist post-graduation as of 1 July 2021. For example, those with more than three years' experience but less than four years' experience shall be placed on step 4, those with more than four years' experience but less than 5 years' experience shall be placed on step 5.

For placement on merit steps (12-14), a psychologist needs to have more than 11 years' experience post registration and be working in a supervisor or senior position. Placement in this range will be based on the breadth and depth of their professional knowledge and skill and performance and agreed on a case by case basis.

If an employee joins the union after 13 October 2021, they will be placed on the salary scale from the time they become a union member.

Where an employee joins this collective agreement as an intern after having previously been employed by Explore in another role, their former salary will not be reduced, subject to satisfactory performance in their role.

Once an intern psychologist gains full registration with the NZPB they shall move to step 1 of the salary scale.

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, 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 HealthCare NZ'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 HealthCare NZ.

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 HealthCare NZ.

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 HealthCare NZ, 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 HealthCare NZ. 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 HealthCare NZ, 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 Psychologists 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 psychologists 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 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 psychologist'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 psychologists 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 psychologist 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

Josephine Gagan
Chief Executive Officer
Healthcare New Zealand Limited

Date

Dr Deborah Powell
National Secretary
APEX

Date