





PACIFIC RADIOLOGY GROUP LTD

MAMMOGRAPHERS COLLECTIVE AGREEMENT

01 APRIL 2022 - 31 MARCH 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 ask@apex.org.nz

Website www.apex.org.nz

SINGLE EMPLOYER COLLECTIVE AGREEMENT

<u>Between</u>



Association of Professionals and Executive Employees

& Pacific Radiology Group Ltd

1 April 2022 – 31 March 2023

Pre-amble

This Collective Agreement has been negotiated between representatives of Pacific Radiology Group Ltd and the Association of Professionals and Executive Employees (APEX).

To support the implementation of the Agreement, meetings between the parties have been scheduled during the term of this Agreement to provide a mechanism through which to continually monitor and assess its application.

The parties enter into this Agreement in good faith and will continue to work with each other on that basis throughout the currency of this Agreement.

This Pre-amble is explanatory and does not constitute a term of the Agreement.

Table of Contents

PAR	T 1 – DUTIES, RIGHTS, AND DEFINITIONS	1
1.	Parties	1
2.	Coverage Clause	1
3.	Definitions	1
4.	Employer's Duties	2
5.	Employees' Duties	3
6.	Professional Undertakings and Confidentiality	3
7.	APEX Rights	3
8.	Right to consultation on policies and guidelines	4
PAR	T 2 – WORK ARRANGEMENTS	4
9.	Location of Work	4
10.	Hours of Work and Rostering	5
11.	Negotiation of Hours of Work	5
12.	Meal and Rest Breaks	6
PAR	T 3 - REMUNERATION AND ALLOWANCES	7
13.	Pay step scale to apply from 4 April 2022	7
14.	Allowances	10
15.	Penal Time and Overtime	10
16.	Call Backs and On Call Allowance	11
17.	Wardrobe Allowance	11
18.	Study Assistance and Study Leave	11
19.	Reimbursement of Employment Related Expenses	12
20.	Continuing Professional Development	13
21.	Health Insurance	14
22.	Legal Liability	15
PAR	T 4 – PUBLIC HOLIDAYS AND LEAVE ENTITLEMENTS	15
23.	Public Holidays	15
24.	Annual Leave	15
25.	Long Service Leave	16
26.	Sick Leave	16

27.	Domestic Leave	17
28.	Bereavement/Tangihanga Leave	17
29.	Support for Victims of Family Violence	18
30.	Parental Leave	19
31.	Court attendance and military service leave	19
32.	Leave requests to be dealt with promptly	20
PAR	T 5 – TERMINATION AND REDUNDANCY	20
33.	Termination of Employment	20
34.	Termination on Medical Grounds	20
35.	Employee Protection Provision	21
36.	Redundancy	22
PAR	T 6 – OTHER PROVISIONS	23
37.	Employment problems	23
38.	Variation of Agreement	23
39.	Term	23
	Appendix A - Allowances	25
	Appendix B - Pay Step Placement and Progression	27
	Appendix C - MIT/MRT Renumeration / Pay Steps	29
	Appendix D - CT Renumeration / Pay Steps	30

Collective Employment Agreement

This Agreement is made pursuant to the Employment Relations Act 2000.

PART 1 – DUTIES, RIGHTS, AND DEFINITIONS

1. Parties

- 1.1 The parties to this Agreement are:
 - a. Pacific Radiology Group Ltd and
 - b. Association of Professionals and Executive Employees ("the union" or "APEX").

2. Coverage Clause

The terms of this Agreement apply to all New Zealand located employees of Pacific Radiology Group Ltd who are members of APEX and who are employed, or engaged to be employed as medical imaging technologist/mammographers undertaking breast screening and/or associated duties

- 2.1 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.
- 2.2 Upon acceptance of an offer of employment by a prospective employee, the employee will be provided with a copy of this Agreement, further information on joining APEX (including the contact details of APEX and the delegates) and will be provided with an active choice form that will filled out and the employer will return to APEX.

3. **Definitions**

In this agreement unless the context otherwise requires:

- "BSA qualification" means the post graduate certificate in Mammography.
- "Casual employee" means an employee who has no set hours or days of work and who is normally asked to work as and when required.
- "Day" means a 24 hour period from the normal starting time of the employer.
- "Calendar day" will be the 24-hour period from midnight to midnight.
- "Delegate" An elected representative of APEX members.
- "Employer" means Pacific Radiology Group Ltd
- "**Employee**" means staff members employed by Pacific Radiology Group Ltd under the terms of this agreement.



- "Experience" means all experience as a qualified MIT.
- **"Mammographer"** means an employee who has skills in mammography and works in diagnostic mammography, and is registered with the Medical Radiation Technologists Board.
- "Medical imaging technologist" is a medical imaging technologist who has passed an examination that is approved by the Medical Radiation Technologists Board as a registerable qualification.
- "Member" an employee who joins APEX and is covered by this agreement
- "Line Manager" the Manager or Supervisor with whom the employee has a direct reporting relationship with.
- "Volunteer" any employee who agrees (if requested by employer via email, phone, face to face or in a request list) to provide cover. "Week" shall be 7 consecutive days, commencing on a Monday. "Service" will mean current continuous and unbroken service with the employer.
- "A complete year of service" shall be defined as the employee's anniversary after 12 months' employment.
- "Site" refers to an employee's ordinary location of work.
- "Shift" is the employee's rostered period of work on any given day.
- "Trainee" means an MIT training in private or diagnostic.

4. Employer's Duties

The employer will:

- a. Operate people policies which are fair and transparent.
- b. Exercise good faith in all aspects of the employment relationship.
- c. Take all reasonable and practical steps to provide employees with a safe and healthy work environment.
- d. Provide the employee with good working conditions and reasonable facilities.
- e. Provide all training and instruction reasonably necessary to equip the employee for the safe, efficient and proper performance of their duties in employment.
- f. Upon termination of employment, if requested, provide a certificate to the employee, which will not be a reference, setting out the nature and period of the employee's employment.
- g. The employer recognises the right of an employee to join APEX and APEX's representation of these employees in relation to any matter involving their interests as employees. This will include the right of an employee to be represented/supported by APEX, consulting APEX where appropriate, recognising the role of delegates and enabling them to fulfil their responsibilities as delegates and facilitating the right of APEX to access the worksite and meet



with APEX members in accordance with the Employment Relations Act and subsequent amendments.

5. **Employees' Duties**

Employees will:

- a. Perform their duties with all reasonable skill and diligence.
- b. Follow all reasonable and lawful instructions of the employer.
- c. Exercise good faith in all aspects of the employment relationship.
- d. Conduct their duties in the best interests of the employer and in accordance with any reasonable and lawful policies, guidelines, or values promulgated by the Employer from time to time.
- e. Comply with any other reasonable duties required by the employer.
- f. Take all reasonable and practicable steps to contribute to the maintenance of a healthy and safe work environment.

6. Professional Undertakings and Confidentiality

- 6.1 Employees shall not enter into any other agreement of employment or business interest, or set up in any business, which may conflict with their employment obligations to the employer without the express agreement of the employer.
- 6.2 Employees shall not engage in any work for, or in association with, any outside organisation or person, including work at public institutions and all locum work, whether performed during normal rostered periods or during leave periods, without the prior approval of the employer. This applies whether in New Zealand or overseas.
- 6.3 Employees will not at any time, including after termination of this agreement, use or allow to be used any confidential information and/or intellectual property obtained in the course of their employment for any purpose which is, or is likely to be, detrimental to the Employer's business.

7. APEX Rights

- 7.1 **APEX recognition** The employer recognizes that APEX represents employees and their interests and respects the employee's right to involve APEX with any matters that arise in the course of their employment, whether that is in an advisory or a representative capacity.
- 7.2 **Rights of APEX Delegates –** For employees that are union delegates:
 - (a) Where delegates must attend to union business during their ordinary working hours (including, but not limited to, attending union meetings, disciplinary hearings, mediation, or collective bargaining), this time shall count as paid work. When needing to attend to union business, the delegate will take steps to not



- unreasonably disrupt PRG's business and the performance of their employment duties. Notice will be given to the employer and relevant time requirements will be defined as much as possible.
- (b) APEX delegates shall be granted Employment Relations Education Leave (EREL) on pay annually to attend courses authorised by APEX to facilitate the employees' education and training as employee representatives in the workplace in accordance with the requirements of the Employment Relations Act and subsequent amendments. The number of days education leave per annum granted shall be as follows: 1- 5 members = 3 days; 6-50 members = 5 days; 51-280 members = 1 day for every 8 FTE or part thereof; Over 281 members = 35 days plus 5 days for every 100 FTE or part thereof that exceeds 280.
- 7.3 **Stop Work Meetings** In accordance with section 26 of the Employment Relations Act 2000, the employer will allow all union member employees to attend at least 2 union meetings (each of a maximum of 2 hours' duration) in each calendar year and this time shall count as paid work. APEX will provide at least 14 days' notice of the date, time, and locale of any such meeting. The employer shall then work with APEX in a timely and constructive manner and take all practicable steps to ensure that as many union members as possible are available to attend the scheduled stop-work meeting.

8. Right to consultation on policies and guidelines

- 8.1 The employer is committed to robust consultation with employees and the union prior to implementing any substantial changes to its workplace policies and guidelines. Consultation shall involve sharing relevant information (including presenting employees with a formal proposal document), requesting feedback, and entering a dialogue around any concerns with the proposed changes.
- 8.2 The aim of consultation shall be to fully explain the proposed changes and to reach mutual agreement on all proposed changes wherever possible. To this end, the employer shall allow at least 14 calendar days for consultation. This period may be reduced to 7 calendar days in exceptional circumstances where urgency is required or may be varied by mutual agreement having regard to the scope of the proposed changes. For the purposes of this clause exceptional circumstances will be limited to occasions where a truncated consultation period is required by circumstances outside the control of either party.
- Where mutual agreement cannot be reached following a reasonable and appropriate period of consultation, the employer reserves the right to make changes as it sees fit.

PART 2 – WORK ARRANGEMENTS

9. Location of Work

9.1 Employees will only be required to work at one or more of the employer's sites and they shall be mutually agreed upon before an employee commences employment.



- 9.2 The employee's site of work will be documented in an employee's cover letter.
- 9.3 Employees shall not be required to shift their site of work, except by mutual agreement between the parties. Where a request is made by the employer to change the site of work of an employee, the request will be considered, and agreement will not be unreasonably withheld.
- 9.4 Despite clauses 9.1 and 9.2, the employer may from time to time seek volunteers to provide urgent cover at another of its sites for a limited period. If there are no volunteers, then the employer may with reasonable notice require one or more employees to provide urgent cover for no longer than 5 working days. Where the site is located 15 kilometers, or more, from the location of an employee's ordinary site work in Wellington, or 20 kilometers in Christchurch or Otago, then the employee shall receive mileage reimbursement at IRD rates and reimbursement for parking costs (upon production of receipts) and will be paid at T1 for travel time.
- 9.5 Where a mammographer is required to work on the BSA mobile screening unit, they will be reimbursed for mileage and can travel to and from the mobile during work hours.

10. Hours of Work and Rostering

- 10.1 Employees are to ordinarily work their FTE in accordance with the roster(s) of the employer, provided that daily periods of work shall be continuous (excluding meal periods and rest breaks) and shall be rostered during the employer's normal hours of business.
- 10.2 The specific hours and days that each employee works or will be rostered to work shall be mutually agreed upon before the employee commences their employment, or changed through mutual agreement after commencement, taking into consideration their personal circumstances, business needs, and all other relevant factors.
- 10.3 Employees are entitled to 2 consecutive rostered days off per week, except where otherwise mutually agreed.
- 10.4 Rosters will be notified not less than 20 working days prior to the commencement of the roster and show duties for a minimum 8-week period. Less notice may be given in exceptional circumstances.

11. Negotiation of Hours of Work

- 11.1 Both parties have the right to initiate negotiation of the employee's ordinary hours and days of work and any proposed changes must be mutually agreed upon, provided that such agreement may not be unreasonably withheld nor unduly delayed nor rushed.
- 11.2 Where the employer wishes to permanently change an employee's ordinary hours of work it must initiate negotiation in writing at least 4 weeks prior to the intended start date of any proposed changes. This notice must outline the business needs which require the changes to be made, take into account the employee's personal circumstances including, but not limited to, their transport and childcare arrangements,



- and inform the employee of their right to seek the advice of the union with regards to its proposals.
- 11.3 Where an agreement is reached between the parties, the employer undertakes that any changes negotiated shall take effect as soon as practicably possible.
- 11.4 Where the employer wishes to temporarily change the published rostered hours of work of an employee, the relevant manager will meet and discuss this with the employee, with the purpose of reaching mutual agreement on the proposed change. Agreement will not be unreasonably withheld.
- 11.5 Peer to peer requests for amendments to rosters, must be approved by the Line Manager responsible.
- 11.6 Notwithstanding the above an employee is also able to request a 'Flexible Working Arrangement" to vary their days, hours and location of work in accordance with Part 6AA of the Employment Relations Act 2000 and subsequent amendments.

12. Meal and Rest Breaks

- 12.1 Employees are entitled to meal and rest breaks in accordance with the Employment Relations Act 2000 and its amendments. The parties are committed to ensuring that employees are able to take regular rest and meal breaks where they choose to do so. Notwithstanding this commitment, employees who prefer from time to time to work through and finish early may do so, on occasion, as long as they have the employer's authorisation.
- 12.2 An employee who is rostered for a shift of more than four hours' duration is entitled to take an unpaid meal break of 30 minutes during that shift.
- 12.3 Employees are entitled to paid rest breaks of 10 minutes each for morning tea, afternoon tea, or supper, where these occur during their working hours.
- 12.4 The parties will take all reasonable and practicable steps to ensure that any meal breaks and rest breaks are evenly spread throughout the Employee's work period.
- 12.5 If an employee is infant feeding and wishes to express milk while at work, that Employee may arrange additional breaks to do so on discussion with their manager.
- 12.6 An employee unable to be relieved from work for a meal break, shall be allowed to have a meal while on duty and this period will still be regarded as work time.
- 12.7 Complimentary tea, coffee, milk, and sugar will be provided by the Employer for the Employees to enjoy during their meal breaks and rest breaks.



PART 3 - REMUNERATION AND ALLOWANCES

13. Mammography Pay Step Scale to apply from 4 April 2022

Role	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Student/Trainee Mammographer	39.54	40.58	41.62							
Mammographer				44.18	45.35	46.50	47.36	48.60		
Senior Mammographer									49.85	52.34

Step 1	Newly qualified with less than 1 yr experience, new to company, fully supervised
Step 2	Qualified with more than 1 yr experience, undertaken some training, fully supervised
Step 3	Qualified with more than 1 yr experience, final stages of training, able to carry out some imaging independently,
Step 4	Qualified MRT with more than 1-year MIT experience and may be completing the post-graduate certificate in mammography and is able to work independently and participate with the Quality Control Program.
Step 5	Qualified with more than 1 year Mammography experience that is able to work independently and participate with the Quality Control Program. Has BSA qualification.
Step 6	Experienced mammographer who participates with the QA/QC program and has commenced training with interventional procedures alongside a Radiologist. Has BSA qualification.
Step 7	Mammographer – having met the requirements of Step 5 and with fixed-term responsibility (assisting MIQ, Assisting CI Supervisor).
	Or
	Experienced Mammographer that can work independently alongside Radiologist. Completes Quality Assurance work and can provide input into Mammographer Protocol work. Technically skilled to perform stereos, hookwires, specimens, rostered to mobile and/or remote sites, shift flexibility and can do daily/ weekly QC. Has BSA qualification.
Step 8	Experienced senior mammographer -able to provide clinical supervision. Taking on additional (not full) responsibility, including QC/QA, Clinical Supervisor.
Step 9	Experienced senior mammographer -able to provide clinical supervision, tutoring and assessing. Achieved a specific competency to fulfil a full specific position of responsibility specific to mammography, including QC/QA, Clinical Supervisor.



Step 10	Experienced senior mammographer -able to provide clinical supervision in
	mammography. Taking on additional responsibility by performing stereotactic
	biopsies unaided – is fully trained and competent.

Charge and Deputy Charge Pay Step Scale to apply from 4 April 2022

Deputy Charge MRT MRT Coordinator	Step descriptor - Progression to this step will occur only by being appointment by the employer to an existing vacancy.	
Step 1	Limited leadership experience - significant training required	
Step 2	Limited leadership experience with some training required	\$48.89
Step 3	Experienced deputy charge/lead, able to competently lead staff and/or Achieved a specific competency, including QC/ QA, Clinical supervisor. (Staff responsibility <10 approx)	
Step 4	Experienced deputy charge, able to effectively lead staff and oversee QA/QC program and protocols. (Staff responsibility 10-25 approx)/Across Multiple sites	\$51.53
Step 5 Experienced deputy charge, able to expertly lead staff and manage the QA/QC program and protocols. (Staff responsibility 25+ approx)/Across Multiple sites		\$52.85
Charge Mammographer	Step descriptor Progression to this step will occur only by being appointment by the employer to an existing vacancy	Wage rate
Step 1	New to charge/leadership responsibilities - significant training/support required	\$49.37
Step 2	New to charge/leadership responsibilities - some training/support required	\$50.74
Step 3	Experienced charge, competently provides oversight across the modality, controls resourcing and all staff related issues & development. (Staff responsibility <10 approx)	\$52.11
Step 4	Experienced charge effectively provides oversight across the modality, controls resourcing and all staff-related issues & development. BSA Monthly quality stats Take on additional regional responsibilities where possible (Staff responsibility 10-25 approx/Across Multiple sites)	\$53.48
Step 5	Experienced charge, able to provide oversight to across the modality, controls resourcing, and all staff related issues & development. Able to assist with wider regional	



projects/initiatives - Support leadership team (Staff
responsibility 25+ approx /Across Multiple sites

- 13.1 The employee shall be paid fortnightly on a Wednesday in arrears, after the conclusion of a pay fortnight by direct credit to the Employee's nominated bank account.
- 13.2 When payday falls on a statutory holiday, payment of salaries will be made no later than the working day immediately before the holiday.
- 13.3 Where the employer requires an employee to substantially perform the duties and carry the responsibilities of a position higher than the employee's own or where an employee is temporarily appointed to a higher position for five consecutive working days or more, the employee will receive a higher duties allowance at either an additional \$2.00 per hour more than the employees' current rate or the relevant pay step (whichever is the greater).
- 13.4 Any deductions must be made in accordance with the Wages Protection Act 1983.
- 13.5 The process for step placement and progression is outlined in Appendix B.
- 13.6 For mammographers who also work in another modality the following shall apply:
 - 13.6.1 The agreed hours to be worked in each modality will be recorded in an employee's individual schedule or offer letter. Contracted hours per modality can only be changed through mutual agreement.
 - 13.6.2 If an employee is contracted to work 60% or more of their hours in mammography, they will be paid the relevant mammographer wage rate for all hours worked.
 - 13.6.3 If an employee is contracted to work less than 60% of their hours in mammography, they will be paid a split rate for work in mammography and in any other modality.
 - 13.6.3 The employee will be rostered to work according to their agreed contracted hours for each modality.
 - 13.6.4 Minimum payment will be for contracted hours (ie if the employee is contracted to work 40 hours and they are .5 mammographer and .5 general Xray /MIT, then minimum payment will be for 20 hours at mammographer rate and 20 hours at the Xray /MIT rate). This provision will not apply if an employee does not work their contracted hours in mammography because they are not available to work or turns down offered shifts, in this case they will be paid at the mammography only for mammography hours worked.
 - 13.6.5 If at the request of their manager, an employee works more than their contracted hours in a modality that has a higher hourly rate, they will be paid for these hours at that higher rate. This will not apply though, if they work more hours in modality that has a lesser rate (ie they can't be paid less than contracted hours in both modalities).



- 13.6.6 If rostered to work in a modality and requested to work in another modality for 30 minutes or more, that has a higher rate, they will be paid at the higher rate for a minimum of one hour. (I.e., if they are asked to work for 30 minutes, then payment will be for the 1 hour at the higher rate. It will be the responsibility of the employee to update their time sheets so this can be actioned by pay roll. An employee cannot claim twice for the same hour.
- 13.6.7 The wage rate for working in general x-ray will be in accordance with the employer's remuneration MRT framework that applies to employees engaged on IEAs. For reference purposes only the MIT /MRT renumeration table is attached as Appendix C. This does not form part of the Collective Agreement.
- 13.6.8 The wage rate for working in CT will be in accordance with the employer's remuneration framework that applies to employees engaged on IEAs. For reference purposes only the CT renumeration table is attached as Appendix D. This does not form part of the Collective Agreement.

14. Allowances

- 14.1 Where an employee becomes eligible under this agreement or under the employer's workplace policies for an additional allowance or allowances, any such allowances shall be paid to the employee in their next fortnightly pay.
- 14.2 Allowances and the applicable rates are listed in Appendix A.
- 14.3 **Allowances subject to change** Where the employer promulgates a workplace policy which entitles employees to be paid an allowance additional to; or identical to but greater than; those provided for in this agreement, the employee shall be entitled to the additional or greater allowance. Greater amounts will be payable in substitution for the corresponding allowance under this agreement and additional allowances shall be paid without prejudice to any of the allowances provided for under this agreement.

15. Penal Time and Overtime

- 15.1 Overtime at T1.5 will be paid where an employee works over their regional rostered hours on any workday being 7 hours,7.5 or 8 hours and/or T1.5 after 35, 37.5 hours or 40 hours of work
- 15.2 Overtime worked in the weekend will be paid T1.5 up to the applicable weekly FTE 35, 37.5 40, plus a further 3 hours after which T2 is payable for remainder of the hours worked
- 15.3 An employee who works on a weekend as a rostered normal day of work, will be paid T1.5 for the rostered hours worked.
- 15.4 Overtime or additional shift allowances and penal time shall not be paid in respect of the same hours.
- 15.5 Where the employee works 4 or more consecutive hours of overtime on any given day, a 'Long Day' meal allowance as set out in Appendix E will also be payable.



15.6 Where the employee is owed payable overtime, the parties may mutually agree for the employee to take time off in lieu and have that time deducted from their payable overtime at T1.

16. Call Backs and On Call Allowance

- 16.1 Where the employee is required to be 'on call' they will be paid an on call allowance as set out in Appendix A.
- 16.2 Where the employee is called back to work after completing their day's work or after having left their place of employment, the employee will be paid a minimum call back allowance as set out in Appendix A for the first two hours of any call back.
- 16.3 Where the employee spends more than two hours on site during a single call back, they shall be paid an additional call back allowance as set out in Appendix A.
- 16.4 Where a subsequent call back occurs within the initial two hour period, payment of the additional call back allowance shall continue until the employee returns to the place from which they were called or their residence. If a subsequent call-back occurs after the initial two hour period then a new call back commences and an additional minimum call back allowance will be payable.
- 16.5 For the purposes of calculating the length of the call-back, travelling time from the place of call to the place of duty and return to the place of call or residence will be included in addition to actual time worked.
- 16.6 Actual and reasonable travel costs (mileage) will be reimbursed in respect to the callback at least at the rates promulgated by the IRD for self-employed people and employees.

17. Wardrobe Allowance

- 17.1 The employee agrees to follow the employer's Wardrobe Policy and wear the company uniform for their position if required to do so. The employee is to wear their uniform at all relevant times during the performance of their duties and ensure that they maintain an appropriate and professional standard of dress at work.
- 17.2 The employer will pay the employee Wardrobe allowance in accordance with Appendix A, which the employee shall use to purchase their workwear.

18. Study Assistance and Study Leave

- 18.1 Study days must be discussed and agreed with the Employee's manager in advance
- 18.2 The employer recognizes the value of continuous education and development for both assisting personal career development and contributing to the employer's objectives.
- 18.3 Employees with at least 12 months continuous service are eligible for up to 3 days of paid study leave per calendar year, subject to final approval from the employer.



- 18.4 Eligible employees may also apply in advance for additional unpaid study leave and for financial assistance towards the costs of course fees, exam fees, text books, and any other relevant costs required to successfully complete an approved course of study, all of which shall be made available at the employer's discretion.
- 18.5 Employees must seek confirmation from their line manager that their intended course of study is relevant to the employer's business requirements before they submit a formal application for study assistance, paid study leave, or unpaid study leave.
- 18.6 A formal application can be submitted via email and must include: details of the course, degree, or program being studied towards and its relevance to the employer's business requirements; the anticipated dates of any on-site study days, including any on-site seminars, exams, etc.; and a letter of approval from their line manager, including any additional comments made in support of the application.
- 18.7 Once a formal application for paid study leave containing the appropriate information has been made, the employer must not unreasonably withhold nor unduly delay its approval of the application.
- 18.8 Once a formal application for financial study assistance or unpaid study leave containing the appropriate information has been made, the employer must reach its decision and notify the applicant without undue delay whether their application has been approved in full, approved in part, or declined in full.
- 18.9 Any approved financial study assistance will be paid as reimbursement upon successful completion of the relevant course of study and presentation of relevant receipts.
- 18.10 Where an employee fails to complete an approved course of study, the employee must reimburse the employer the cost of any fees paid for by the employer.
- 18.11 Where a departing employee is enrolled in a course which has been paid for by the employer at the time their employment ends, they must reimburse the employer its contribution towards the costs of any remaining study. This does not apply to employees who are made redundant, retire on medical grounds, or pass away.
- 18.12 Study leave and financial study assistance cannot be transferred or converted in to any other type of leave or payment.
- 18.12 Clinical Students and trainees are entitled to one day's paid study leave for each paper they are enrolled in as part of their clinical student trainee position.
- 18.13 When clinical students and trainees they attend lectures, exams, or other activities that are required and fall within normal hours of work, this will be paid at T1. When they fall outside of normal hours of work this will be unpaid.

19. Reimbursement of Employment Related Expenses

- 19.1 Where an employee:
 - a. Is required by law to hold an Annual Practicing Certificate in order to practice with the Employer;
 - b. Is enrolled in a continuing professional development program;



c. Has membership of their relevant Professional Society;

The cost/fees ("the costs") of the above shall be met by the Employer.

- 19.2 Where an employee works exclusively for the employer, the employer will reimburse the costs upon proof of receipt.
- 19.3 Where an employee does not work exclusively for the employer, the employer will reimburse the costs upon proof of receipt on a pro-rata basis calculated on the number of hours usually worked by the employee relative to the full time equivalent.
- 19.4 Where an employee is required by the employer to travel and stay away from their base city or town they may claim reimbursement of their accommodation costs on an actual and reasonable basis on presentation of receipts. In addition, the employee shall be paid a non-taxable "overnight" allowance to cover incidental costs including meals for each night they are away. The allowance will be paid to the employee at the rate set out in Appendix A.
- 19.5 Pursuant to clause 9.4, where the employee is required by the employer to travel to perform a duty outside of their base city or town, a taxable "day away" allowance may be claimed to cover incidental costs. The allowance will be paid to the employee at the rate set out in Appendix A.

Employees who are instructed by the employer to use their private motor vehicle on Pacific Radiology Group business will be paid a motor vehicle allowance in accordance with Pacific Radiology Group's Travel Policy at the rate set from time to time by the Inland Revenue Department (IRD).

20. Continuing Professional Development

- 20.1 Employees are expected to participate in a wide range of Continuing Professional Development (CPD) opportunities. These may include, but are not limited to, attendance at regional continuing education programmes; contributing to additional research; national and international conferences; workshop attendance; presentation and lecture attendance; webinars; text book based reading and research.
- 20.2 Employees should express their interest in attending CPD activities via their Line, Branch or Regional Manager for approval. This should align with both their professional association requirements as well as any identified training requirements. Expressions of interest should include the time required to complete CPD as well as the estimated cost to the employer including any required travel and accommodation.
- 20.3 An allocation of CPD is available per the following table (pro-rata for part time employees) Accumulation of the annual allocation is to a maximum of three years.

Primary Role	Annual Allocation
Mammographer	\$1,000 +GST

20.4 The CPD allocation does not need to be used for compulsory training requested by Pacific Radiology; such as First Aid, Emergency Response and CPR.



- 20.5 Unused CPD funding is not payable upon the ending of your employment with Pacific Radiology. Negative balances may be deducted from your final pay.
- 20.6 Employees can avail a maximum of 3 days CPD leave per year and CPD will be paid at normal (T1) rates or assigned time in lieu (at the discretion of the Regional Manager) covering the time of the actual CPD activity.
- 20.7 Employees travelling for the purpose of CPD are entitled to utilize their CPD allocation to reimburse actual and reasonable travel and accommodation costs, subject to the applicable CPD Policy of the employer as updated from time to time. Parking and travel to CPD activities within an employee's home region will not be compensated.
- 20.8 Where reimbursement is paid under this clause and the employer's CPD Policy, the ordinary travel and meal allowances under Schedule will not apply.
- 20.9 CPD funding is not available to those employed in student positions given training support is provided through other means.

21. Health Insurance

- 21.1 The Employer agrees to provide all employees service with health insurance, subject to clause 21.2
- 21.2 The obligation under clause applies, provided that:
 - a. To be eligible for employer-provided health insurance, an employee must be working ordinary hours of 24 hours or more each week, except employees who were employed to work 6/10 of a 5 day week prior to the 1.4.2022, will continue to be entitled to health insurance.
 - b. For the purposes of determining an employee's amount of continuous service, any number of hours per week will suffice. For example, if an employee ordinarily works 16 hours per week for over 6 months and subsequently moves to ordinarily working 24 or more hours per week they will become eligible from the date on which they start those new hours.
 - c. If an employee loses their eligibility under this clause the employer will offer the employee the option of taking over the policy in their own right. If they decline, the policy will be allowed to lapse effective from its next premium payment.
 - d. Employees with employer-provided health insurance shall have the option, wherever possible, to enhance their cover at their own cost.
 - e. The Employer has the absolute discretion to determine the level of cover that it will provide but must provide the same level of cover to all its employees under this agreement. This is currently the Southern Cross Wellbeing Two Plan.



22. Legal Liability

- 22.1 The employer undertakes to indemnify employees against actions taken against them as a result of damage suffered by any person as a result of acts or omissions made by the employee while acting in the course of their employment.
- 22.2 To avoid doubt, indemnity will not extend to the acts and omissions of employees outside the course and scope of their employment with the employer.

PART 4 – PUBLIC HOLIDAYS AND LEAVE ENTITLEMENTS

23. Public Holidays

- 23.1 The Employee is entitled to public holidays in accordance with the Holidays Act 2003.
- 23.2 The following days are recognised as statutory (or public) holidays: New Year's Day, and the following day, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, Matariki, the Anniversary Day observance in each province, the birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day.
- 23.3 Where employee does not work Where a public holiday falls on a day that would otherwise be a working day for the Employee, and the Employee does not work on that day, the employee will be paid their relevant daily pay as determined in accordance with the Holidays Act 2003 for that day.
- Where employee works Any authorized work performed on a Public Holiday will be paid at 2T, for a minimum of 4 hours, plus one paid day off in lieu at the Employee's ordinary rate of pay which is to be taken on a date agreed between the parties. This sub-clause applies to both the statutory day and the day upon which the holiday is actually observed and 'work' for the purposes of this sub-clause includes being on call.

24. Annual Leave

- 24.1 The employee shall be entitled to paid annual leave on the following basis and in accordance with the Holidays Act 2003 ("the Holidays Act"), except where the terms of this collective agreement are more generous:
 - a. after 12 months consecutive employment with the employer the employee shall be entitled to 5 weeks annual leave for that year, and to 5 weeks for each subsequent period of 12 months continuous employment.
 - b. annual leave may, with the agreement of the employer, be taken in advance;
 - c. the employee shall, if they so elect, be provided with an opportunity to take at least two consecutive weeks of their annual leave entitlement;
 - d. the time for taking annual leave may be agreed between the employer and employee and the employer must not unreasonably withhold consent to the timing



- proposed by the employee. However the employer's policy is that all annual leave should be taken as soon as practicable upon completion of 12 months continuous employment and thereafter at the yearly anniversary likewise.
- e. one week's annual leave per year for a maximum of four consecutive years may accumulate. In the event of the accumulation of leave beyond the maximum permitted the employer may direct the time and place for the taking of that leave at their discretion.
- f. failing agreement and after consultation with the employee, the employer may require the employee to take annual leave by providing at least 14 days' notice to the employee directing that annual leave be taken commencing on a particular date;
- g. the employer may close down all or part of its operations regularly once a year and require the employee to take leave during the period of the close down, even where this requires the employee to take leave for which they are not fully reimbursed. The employer shall provide the employee with at least 14 days' notice of the close down;
- h. the employee agrees that payment for annual leave shall be made on the regular pay dates.

25. Long Service Leave

- 25.1 In recognition of long service, employees who reach 10 years of current continuous service with the employer will be provided with a one-off one week period of paid leave, pro-rated to their FTE at the time the entitlement falls due, and a further one week period at the completion of each subsequent 10 years of current continuous service thereafter.
- 25.2 Periods of extended unpaid leave (e.g. parental leave) will not constitute an interruption in continuous service but will result in a corresponding extension to the time required to accumulate the necessary service.

26. Sick Leave

- 26.1 The Employee shall be entitled to either 10 days sick leave in respect of each 12 month period of continuous service. Sick leave entitlements can accumulate from year to year up to a maximum entitlement of 30 days.
- 26.2 Where an employee needs to attend a medical appointment (which may include a doctor, dentist, physiotherapist or similar professional) they should make reasonable endeavours to arrange such appointments outside of their ordinary working hour. However, employees may present proof of their planned medical appointments to the employer and reasonable time off on pay may be approved which will not be deducted from any leave entitlement.
- 26.3 On a case by case basis and by agreement between the Employer and Employee, sick leave may be taken in advance of entitlement, but will be deducted from the entitlement upon accrual.



- 26.4 The Employee must notify the Employer of their intention to take sick or leave prior to start of work on the day leave is to be taken, or if it is not practicable to notify prior to work, then as early as possible after that time.
- 26.5 Where the Employee has taken sick leave because of an illness which has lasted at least three consecutive calendar days, the Employer shall be entitled to require a medical certificate relating to the reason for the absence at the employee's cost.
- 26.6 Where the Employee has taken sick leave because of an illness which has lasted less than three consecutive calendar days, the Employer shall be entitled to require a medical certificate relating to the reason for the absence if the Employer:
 - a. has reasonable grounds to suspect that the sick leave being taken by the Employee is not genuine because there are no grounds for sick leave under clause 27.4; and
 - b. informs the Employee, as early as possible after forming the suspicion that leave being taken is not genuine, that the proof is required; and
 - c. agrees to meet the Employee's reasonable expenses in obtaining the proof.
- 26.7 If the Employee is in receipt of weekly compensation under the Injury Prevention, Rehabilitation, and Compensation Act 2001, the Employer will be paid full salary for the first week, which will not be debited against sick leave. For subsequent weeks, at the Employee's request, the employer shall pay the difference between that compensation and the Employee's ordinary weekly pay. In this event, the Employer may deduct one day from the Employee's current sick leave entitlement for every five whole days that the Employer makes that payment. Once the leave is exhausted the employer will cease to top up.

27. Domestic Leave

- 27.1 Employees are entitled to up to 5 days domestic leave per year pro-rated to FTE, which is non-accumulative and not to be deducted from sick leave entitlements.
- 27.2 Domestic leave is claimable where the employee needs to be absent from work to attend to a dependent that has become reliant on them through illness, incapacity, or due to a domestic emergency. Specifically, a dependent means a member of your immediate family or household, your partner, your parents, or partner's parents, or any other person who is wholly dependent on your care.
- 27.3 The employee must notify the employer of their intention to take domestic leave prior to start of work on the day leave is to be taken, or if it is not practicable to notify prior to work, then as early as possible after that time.

28. Bereavement/Tangihanga Leave

28.1 You are entitled to take up to 5 days bereavement or tangihanga leave where the bereavement results from the death of your partner, parent, child, sibling, grandparent, grandchild, partner's parent. Details of the use of this leave are found in the Leave Policy.



- 28.2 You are entitled to take up to 5 days bereavement leave if you have a miscarriage or stillbirth.
- 28.3 You are entitled to take up to 5 days bereavement leave if another person has a miscarriage or stillbirth and you are:
 - a. The person's partner.
 - b. The partners former partner and would have been the biological parent.
 - c. The agreed primary carer (e.g., through a formal adoption or whangai arrangement).
 - d. The partner of a person who had agreed to be the primary carer.
- 28.4 You are entitled to 1 day's bereavement leave where the bereavement results from the death of another person, but only by agreement with us, where we will consider:
 - a. The closeness of the relationship or association between you and the deceased.
 - b. Whether you may have any responsibility for arrangements for the ceremony.
 - c. Any cultural responsibilities you may have in relation to the death.
- 28.5 The employee must notify the employer of an intention to take bereavement/tangihanga leave prior to the start of work on the day leave is to be taken, or if it is not practicable to notify prior to work, then as soon as possible after that time.
- 28.6 If the employee suffers more than one bereavement, the employee may take the relevant leave entitlement in respect of each bereavement.
- 28.7 If the employee is required, or has agreed to work a Public Holiday, but does not work that day due to suffering bereavement from the death of any person the employee shall be paid their relevant daily pay as if the employee had not worked the Public Holiday (and is therefore not entitled to a paid day in lieu) and the leave shall not be treated as bereavement/tangihanga leave.

29. Support for Victims of Family Violence

- 29.1 The parties recognise that domestic violence may impact on an employee's attendance or performance at work and that it is therefore a workplace issue.
- 29.2 'Domestic violence' is defined as per section 2 of the Domestic Violence Act 1995 and includes physical, sexual, and psychological abuse, as well as causing or allowing a child to see or hear such abuse or to be put at real risk of seeing or hearing such abuse.
- 29.3 The Employer agrees to support all employees affected by domestic violence and to treat any personal discussions about domestic violence with the utmost discretion and confidentiality. To this end:
 - a. The employer will not keep records, whether on the employee's personnel file or anywhere else, of any personal information or discussions concerning family violence without the express agreement of the affected employee.



- b. The employer will under no circumstances treat any employee adversely in their employment on the grounds that they are, or are suspected to be, a person affected by domestic violence.
- 29.4 Employees affected by domestic violence shall be entitled (after six months continuous service) up to 10 days of paid leave per year, in order to deal with the effects of domestic violence upon themselves or upon any child or children ordinarily or periodically resident with them. This leave extends to attending any related medical appointments or legal proceedings, urgent relocating, and other activities related to dealing with the effects of domestic violence.
- 29.5 Leave under this clause is non-accumulative from year to year, is granted in addition to, and not to be deducted from, any other leave entitlements, may be taken without prior approval and may be taken as consecutive or single days, or as fractions of days.
- 29.6 Employees affected by domestic violence may urgently request a variation to their working arrangements to support them in safety planning and avoiding ongoing harassing contact. The Employer shall act with urgency to approve any reasonable requests from affected Employees for:
 - a. Changes to their span or pattern of working hours, location of work, or duties;
 - b. Changes to their work telephone number or email address; and
 - c. Any other appropriate measure, including those available to Employees under existing provisions for flexible work arrangements.
- 29.7 Employees who are supporting a person affected by domestic violence may take paid domestic leave to accompany that affected person to any court proceedings or medical appointments, or to look after any children who are ordinarily or periodically resident with the affected person.
- 29.8 The employer may request proof of domestic violence in the form of a document from the Police, a health professional, or a family violence support service.
- 29.9 Employees may raise a dispute if they believe that the employer has unreasonably refused a request made under these provisions and must do so within six months.

30. Parental Leave

- 30.1 Parental Leave will be granted in accordance with the Parental Leave and Employment Protection Act 1987 and the employer's Parental Leave guidelines.
- 30.2 The partner of the primary caregiver shall be granted paid leave of up to two weeks. This leave shall be continuous and needs to be taken within a period of 3 weeks prior to the expected birth or adoption and ending 3 weeks after the actual birth date or adoption.

31. Court attendance and military service leave

31.1 Where the employee is required to attend a court or tribunal on jury service, as a subpoenaed witness, or on matters connected with their employment, any such



- attendance will be granted as paid leave. The employee must pass on any fees (excluding reimbursements) paid to them in relation to their attendance to the employer.
- 31.2 Paid leave for military service will be provided under the Volunteers Employment Protection Act 1973. The employee must pass on any fees (excluding reimbursements) paid to them in relation to their attendance to the employer.

32. Leave requests to be dealt with promptly

- 32.1 The employer is committed to responding to all requests for leave under this collective agreement in a prompt manner.
- 32.2 The employer shall respond to any request for annual leave within 20 working days of receipt, either approving or declining the request.

PART 5 – TERMINATION AND REDUNDANCY

33. Termination of Employment

- 33.1 Each party must provide at least 4 weeks' written notice of termination of employment.
- 33.2 Unless the parties mutually agree to reduce the required notice period, where either party provides less than 4 weeks' written notice the outstanding period shall be paid or deducted from the employee's payable salary, as appropriate.
- 33.3 Where written notice to terminate has been served by either party the employer does not require the employee to work out their period of notice, the employer may 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.
- 33.4 The employee will be deemed to have terminated employment without notice if the employee is absent from work for a continuous period of 3 working days without notifying the employer. This sub-clause will not apply where the employee unavoidably could not notify the employer of their absence.
- 33.5 Before determining that the employee has terminated their employment without notice under sub-clause 33.4, the employer will make every reasonable effort to contact the Employee, including making phone calls and sending a registered letter to their last known address notifying them that this sub-clause has been invoked.
- 33.6 Nothing in this agreement shall void the employer's right to dismiss the employee without notice or with reduced notice in instances of serious misconduct, significant and sustained misconduct, or other reasonable cause justifying summary dismissal.

34. Termination on Medical Grounds

34.1 The employer may terminate the employee's employment if either:



(a) The employee has been unable to carry out their duties for a total of 3 months (or 95 days) in any 12 month period due to any mental or physical illness or incapacity;

Or

- (b) Following an assessment by a medical practitioner, the prognosis is that the employee will be unable to carry out their duties for a total of 3 months in any future 12 month period due to any mental or physical illness or incapacity.
- 34.2 Where the employer considers termination on medical grounds, the employer must consult with the employee and make enquiries as to the nature of their mental or physical illness or incapacity before reaching their decision.
- 34.3 Where considering termination under sub-clause 34.1(b), the employer must request that the employee consent to an assessment by a registered medical practitioner at their own expense to establish the relevant prognosis. This requirement does not apply if the employee has already provided the employer with a formal prognosis which satisfies sub-clause 34.1(b) at the time of the employer's consideration.
- Where the employer terminates the employee's employment under this clause, they must serve the employee with four weeks' notice.

35. Employee Protection Provision

- 35.1 The following clauses are to be read in accordance with Part 6, Subpart 2 of the Employment Relations Act 2000 ("the Act"). "Restructuring" and other defined terms, including "new Employer" have the meaning given to them in section 69B of the Act.
- In the case of restructuring, the Employee is not a "specified employee" under Part 6A, Subpart 1 of the Employment Relations Act 2000 but is an "affected employee" under Part 6A; Subpart 3 of the Act and the employer will follow the processes set out in clauses 35.3-35.7.
- 35.3 The employer will consult with the employee regarding the Restructuring and allow the employee to comment on the Restructuring at the first opportunity the employer has to do so without unreasonably prejudicing the commercial position of the employer.
- 35.4 The employer will use reasonable endeavours to ensure that a provision dealing with whether the employee will have the option to transfer, whether the same terms and conditions will apply, and the date any transfer is to occur, will be included in the agreement between the employer and the new employer providing for the Restructuring.
- 35.5 If suitable alternative or continuing employment cannot be arranged, the employee shall be given written notice not less than four (4) weeks prior to the intended date of termination. In this instance the redundancy clause entitlements outlined at 32.2 will be applicable. The employer may, at their discretion, give four (4) week's pay in lieu of notice.
- Where there is an unconditional agreement relating to the Restructuring between the new employer and the employer, which provides that the employee may transfer to



the new employer, the employer will notify the employee in writing of the option to transfer.

35.7 Where the employee:

- a. is offered the option of transferring to the new employer on substantially the same terms and conditions; and
- b. chooses not to transfer to the new employer;

the employee is not entitled to any redundancy compensation.

36. **Redundancy**

- 36.1 If the employer considers the employee may become redundant, the employer will:
 - a. consult the employee a reasonable time in advance if possible; and
 - b. discuss the reasons for the proposed redundancy; and
 - c. the reasons for selecting the employee; and
 - d. give the employee an opportunity to discuss any alternatives the employee believes exist although the employer is not required to accept them.
- 36.2 If after following the process set out in clause 36.1 the employee's position is to be made redundant, the employer will:
 - a. discuss possible redeployment (if any exist);
 - b. assist the employee, if requested, in registering with The Department for Work and Income New Zealand and/or an employment service and will allow the employee reasonable time to attend employment interviews during the notice period;
 - c. provide counselling if necessary, to assist the employee.
 - d. provide the employee with a minimum payment equal to 4 weeks' normal (base) pay and an additional one weeks' pay for every complete year of service up to a maximum of 12 years. A complete year of service falls on an employee's anniversary of employment.

No further redundancy entitlements will be payable by way of damages or compensation.



PART 6 – OTHER PROVISIONS

37. Employment problems

At the first instance, the parties should raise any employment problem (personal grievances, disputes, etc.) with their counter-party. The formal procedure for settlement of personal grievances and disputes shall be as set out in the Employment Relations Act 2000. All employees have the right to seek the union's advice, assistance, and representation with respect to any employment issue which may arise during the course of their employment.

38. Variation of Agreement

This Agreement or any part may be varied during its currency by mutual agreement between the union and the employer and recorded in writing.

39. **Term**

The term of the agreement is from 1 April 2022 until 31 March 2023



Signed by authorised representative of PACIFIC RADIOLOGY GROUP LIMITED —	
	Amy Wilson Chief Human Resources Manager
Signed by authorised representative of APEX	
	Deborah Powell
	National Secretary



APPENDIX A

Allowances to apply from 2 May 2022

Description	Value					
Additional Call Back Allowance	\$75/hr (taxable) or 1 hour at T2 (taxable), whichever is greater on the third and subsequent hours worked.					
On call	Paid irrespective of whether required to attend on site or not as a recognition for employees having to restrict their plans due to being on call					
	\$65 per weeknight. \$110 per weekend night \$175 per public holiday					
Second on call MIT	Imaging staff may be required to be on call to assist the first on call staff member, should the urgency, work volume, or theatre requirements mean a second MIT may need to be called in to work to ensure that the imaging is completed in a timely manner. Staff are paid the full on call allowance if the second on call requirement is beyond 12 hours					
	\$40 if hours as second on call is 6 hours or less					
	\$70 if the second on call is 6-12 hours					
Call in	Paid in addition to the on call allowance when called in. Even if not rostered on call, you will receive the relevant on call amount.					
	\$150 for a two hour work window					
	\$75 per hour thereafter spent on site					
Overnight Allowance	100 for the first night away; \$50 for each subsequent night away (non-taxable) (current practice). An additional overnight meal allowance of \$60 per					



	night (non-taxable) shall also be paid for each night away.					
Mobile Unit Allowance	Payment of a mammographer when working on the mobile unit.					
Late shift allowance	\$20 per day \$65.00 (taxable) for work on a weekday shift that scheduled to finish after 8pm					
Long Day Meal Allowance	\$25 per shift where Daily Overtime is worked (taxable)					
Wardrobe Credit	\$600 upon commencement for employees who work 23 hours or more per week; \$400 upon commencement for employees who work less than 23 hours per week; \$350 and \$250 p.a. respectively thereafter. (non-taxable) Casuals — \$200 upon commencement and \$100 p.a. thereafter.					
Maternity Wardrobe Credit	\$200 for those requiring maternity items due to pregnancy (non-taxable)					



APPENDIX B

Pay Step Placement and Progression

Placement on the salary steps will recognise the current experience of the employee, qualifications, capabilities, skills, duties, and responsibilities of the employee. Criteria for progression is clearly defined for each step. This will be applied consistently and transparently between employees.

Progression through the salary steps will occur from:

- either the date an employee attains the required qualification and /or performs the duties, skills, and responsibilities of the pay step; or
- from the date an employee's step placement and progression is reviewed.

Step progression reviews will be scheduled to occur:

- as and when required if in training.
- six monthly if you are in the developmental stage.
- Annually if in the experienced stage.

If an employee disagrees with their step placement, they can request that the outcome or placement be reviewed at any time. The process for an outcome review is detailed below:

- 1. The employee should raise their concerns in writing (by email) with their manager, stating why they believe the step placement is not correct and providing any relevant evidence. The employee can copy their APEX advocate and delegate into this email, and they will be included in all correspondence hence forth.
- 2. The manager will, within a week, respond in writing letting the employee know if they are upholding their placement or agreeing with the request to change the step placement. If the step placement changes, the new wage rate will apply from the date it was first raised (the date of email sent in step 1). If the decision is to uphold the current placement, the reasons for this will be clearly outlined.
- 3. If the staff member is not satisfied with their manager's decision, they should raise their concerns in writing with their General Manager stating why they believe the step placement is not correct and providing any relevant evidence, including the decision from step 2. The employee can copy their APEX advocate and delegate into this email, and they will be included in all correspondence hence forth. Alternatively, they can request that their APEX Advocate represent them on the matter and email the Manager on their behalf.
- 4. The General Manager will respond in writing, within a week, letting the employee know if they are upholding their current placement or changing the renumeration outcome/step placement. If the employee step placement changes, the new wage rate will apply from the date it was first raised. If the decision is to uphold the current placement, the reasons for this will be clearly outlined.



- 5. If the staff member is not satisfied with their manager's decision, they should raise their concerns in writing with their Chief HR Officer, stating why they believe the step placement is not correct and providing any relevant evidence including the decision from step 4. The employee can copy their APEX advocate and delegate into this email, and they will be included in all correspondence hence forth. Alternatively, they can request that their APEX Advocate represent them on the matter and email the Chief HR Officer on their behalf.
- 6. The Chief HR Officer will respond in writing letting the staff member know if they are upholding their step placement or agreeing with the request to change the step. The reasons for this will be clearly outlined. This will be considered as PRGs final decision. The employee can though discuss the outcome with their APEX Advocate, and they will advise what other recourses or options are available. This may include formalising a personal grievance and/or requesting mediation with the Ministry of Business Innovation and Employment (MBIE).



APPENDIX C

MIT /MRT Renumeration / Pay Steps

MRT/MIT/DEXA									
	Developm	nent Zone	Ex	perienced Zo	Extension Zone				
Role	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
DEXA Technologist (Non MRT)			28.37	29.11	29.86	30.61	31.35		
MRT	38.43	39.50	40.57	41.63	42.70	43.77	44.84		
Senior MRT, Lead DEXA	41.45	42.60	43.75	44.90	46.05	47.20	48.35		
MRT Service Lead / Deputy Charge	44.15	45.37	46.60	47.82	49.05	50.28	51.50		
Charge MRT	50.40	51.80	53.20	54.60	56.00	57.40	58.80		

Role	Definition of point in career	Step 1	Step 2	Step 3	Step 4	Step 5	Extension Zone – Step 6	Extension Zone – Step 7
DEXA Technologist (Not MRT)	DEXA Tech in training or independent DEXA Tech		In training to become a DEXA Tech * Eligible to move to step 3 at completion of training	Completed DEXA training – requires some support	Independent DEXA Tech – Able to provide service without support	Experienced DEXA Tech – Able to provide support/training for new staff	N/A	N/A
Lead DEXA (Not MRT)	Experienced DEXA Tech who has moved to lead role		New to lead role. Requires support and some training.	Independent DEXA Lead able to manage own workload.	Independent DEXA Lead able to manage own workload. Able to support and train new DEXA staff.	Experienced DEXA Tech and Lead. Able to support management with projects and tasks.	N/A	N/A
MRT/MIT	Qualified MIT/MRT Can work independently. Can perform all general imaging.	Newly qualified MRT starting independently imaging requires some supervision. * Eligible for 6 month step review	Newly qualified MRT starting independently imaging requires some supervision. * Eligible for 6 month step review	Experienced MRT that can work independently across all core imaging.	Experienced MRT that can work effectively and independently across all image types. Trained/training and able to work across other modalities and/or specialised skill set in core imaging. Ability to run a branch Xray service independently.	Experienced MRT that can work expertly and independently across all image types. MRT Protocol work Trained across other modalities.	Exceptional	Exceptional
Senior MRT/MIT	Experienced MRT Skilled in all images. The Senior MRT/MIT is responsible for assisting the charge in the provision high quality Xray imaging services with a focus on efficiency and quality and may have a responsibility of a specific area to assist change in running of dept		Developing into a senior role with some training/suppos e required Demonstrates critical thinking and problem solving ability to contribute to the service	Proficient senior MRT — Highly skilled in all imaging, works independently - No formal additional duties (clinical tutor)	Experienced senior MRT - able to provide clinical supervision (clinical tutor) and support May have oversight/leader ship of an imaging subgroup	Experienced Senior MRT – able to provide clinical supervision (clinical tutor) and support. May have oversight/leader ship of an imaging subgroup.	Exceptional Branch Manager 2IC MRT	Exceptional
Deputy Charge MRT MRT Coordinator (ARG)	Stepping into leadership role (Prior leadership exp not essential)		Limited leadership experience with some training required.	Experienced deputy charge, able to provide oversight to senior staff.	Experienced deputy charge, able to effectively lead senior staff.	Experienced deputy charge, able to expertly lead senior staff	Exceptional	Exceptional



APPENDIX D

CT Renumeration / Pay Steps

ст										
	Development Zone Experienced Zone		Extensi	on Zone						
Role	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7			
Student/Trainee CT			39.54	40.58	41.62	42.66	43.70			
CT Technologist	42.26	43.43	44.60	45.78	46.95	48.12	49.30			
Senior CT Technologist	45.27	46.53	47.79	49.04	50.30	51.56	52.82			
Deputy Charge CT Tech/ CT Service Lead	47.97	49.30	50.64	51.97	53.30	54.63	55.97			
Charge CT Technologist	50.40	51.80	53.20	54.60	56.00	57.40	58.80			

Role	Definition of point in career	Step 2	Step 3	Step 4	Step 5	Extension Zone - Step 6	Extension Zone - Step 7
Trainee CT	Completed bachelor's degree in Medical Imaging and now training in CT			Currently undertaking CT training	Experienced MRT in final stages of CT training	N/A	N/A
CT Technologist	To provide patient focussed, efficient and high-quality CT imaging	Recently completed CT training and starting independently scanning requires some supervision/support * Eligible for 6 month review with step 3	Experienced CT Tech that can work competently across most scan types Completes QA work * If CT Tech is PET trained, move up one step	Experienced CT tech that can efficiently work independently across most scan types Able to upskill based on service needs Completes QA * If CT Tech is PET trained, move up one step	Experienced CT tech that can expertly work independently across all scan types Completes Quality Assurance work and can provide input into CT Protocol work Able to upskill based on service needs * If CT is PET trained, move up one step	Exceptional	Exceptional
Senior CT Technologist	If Senior CT Technologist is responsible for assisting the charge in the provision a high quality CT services with a focus on efficiency and quality may have a responsibility of a specific area to assist charge in running of dept	Experienced CT Tech in all scans, protocols, protocolling training Developing into a senior role with some training required Demonstrates some critical thinking and problem solving ability * Eligible for 6 month review to pay step 3	Experienced senior CT – able to competently provide oversight to more junior staff in some areas Regularly employs critical thinking to solve clinical problems * If CT Tech is PET trained, move up one step	Experienced senior CT – able to provide clinical supervision. Demonstrates an ability to run a session/worklist effectively and efficiently. Uses critical thinking and problem solving techniques to resolve clinical/technical issues. * If CT Tech is PET trained, move up one step	Experienced senior CT – able to provide clinical supervision and training. Consistently demonstrates ability to use critical thinking and problem solving techniques to resolve clinical and/or technical issues. * If CT Tech is PET trained, move up one step.	Exceptional	Exceptional
CT Service Lead (Held in some regions only)	CT Service Lead is a vital role in managing the operations of the CT Service.	Still developing in lead role, some support required from Operations or Branch Managers * Eligible for 6 month review to pay step 3	Leads department independently May have support with leadership aspects of role	Experienced Service Lead – responsible for 1 scanner	Experienced Service Lead – responsible for 2+ scanners	Exceptional	Exceptional



Role	Definition of point in career	Step 2	Step 3	Step 4	Step 5	Extension Zone - Step 6	Extension Zone - Step 7
Deputy Charge CT Tech (held in some regions only) Lead Co-ordinator (ARG)	Stepping into leadership role (prior leadership experience not essential)	Limited leadership experience with some training required. Able to support Charge while still developing (small team less than 10 staff) * Eligible for 6 month review to step 3	Experienced deputy charge, able to provide oversight to senior staff competently (small team less than 10 staff approx.)	Experienced deputy charge, able to effectively lead senior staff (Team of 11+ staff approx.)	Experienced deputy charge, able to expertly lead senior staff (Large team of 11-20 staff approx.)	Exceptional	Exceptional
Charge CT Technologist (held in some regions only)	Leadership role with direct reports Progressed through CT/Business responsibilities	New to charge/leadership responsibilities – some training required. * Eligible for 6 month review to step 3	Experienced charge, able to provide oversight to across the modality, control resourcing and all staff related issues & development (Staff responsibility of less than 10)	Experienced charge, able to provide oversight to across the modality, control resourcing and all staff related issues and development. Take on additional regional responsibilities where possible (Staff responsibility of 11-20 approx)	Experienced charge, able to provide oversight to across the modality, control resourcing and all staff related issues & development. Able to assist with wider regional projects/initiatives - Support leadership team (Staff responsibility of 21+ approx)	Exceptional	Exceptional

For the experienced zone, staff need to meet more than 1 of the listed criteria in regards to scope of role – Team size, machine responsibility etc).



Notes:			

What "else" does APEX do?

- We negotiate Medical Imaging Technologists/Mammographers' collective agreements for members in both the public and private sectors. And we ensure those agreements are complied with, ensuring our members do get their entitlements applied and respected. We assist members navigate their rights under their contracts and employment legislation.
- 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 and www.facebook.com/apexunion.



ALLIED SCIENTIFIC AND TECHNICAL

PO BOX 11369 ELLERSLIE AUCKLAND 1542

Phone: (09) 526 0280 **Email:** ask@apex.org.nz

Facebook: facebook.com/APEXUNION

Website: www.apex.org.nz

