Bay Radiology

APEX
Allied Scientific and Technical

APEX
BAY RADIOLOGY LIMITED

MEDICAL IMAGING TECHNOLOGISTS COLLECTIVE AGREEMENT

12 APRIL 2023 - 11 APRIL 2025

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

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MEDICAL IMAGING TECHNOLOGISTS (MITs) COLLECTIVE AGREEMENT

Between

Bay Radiology

And

APEX
ALLIED SCIENTIFIC AND TECHNICAL

12 April 2023 – 11 April 2025

Pre-amble

This Collective Agreement has been negotiated between representatives of Bay Radiology Limited 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.

Collective Agreement

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

1. Parties

1.1 The parties to this Agreement are:

a. Bay Radiology Limited (“the Company” or “Bay Radiology”) and

b. Association of Professionals and Executive Employees ("the union" or “APEX”)

2. Coverage Clause

2.1 The terms of this Agreement apply to any person who is a member of APEX and is employed as a Medical Imaging Technologist (MIT) by Bay Radiology.

2.2 The parties agree that any employee who is engaged from the date this Agreement comes into effect to the expiry of this agreement shall be offered in writing the opportunity to be employed on the terms contained in this Agreement.

2.3 Upon acceptance of an offer of employment by a prospective employee, and subject to the prospective employee’s consent, APEX will be notified of the prospective employee’s name and contact details.

3. Definitions

In this agreement unless the context otherwise requires:

"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.

"Charge" means an employee who is appointed by the employer to be in charge of a department or staff.

“Day” means a 24 hour period from the normal starting time of Bay Radiology eg 0800.

“Employer” means Bay Radiology

“Employee” means staff members employed by Bay Radiology under the terms of this agreement.

“Mammographer” means an employee who has skills in mammography and works in mammography.

"Medical imaging technologist" is a medical imaging technologist who has passed an examination that is approved by the Medical Radiation Technologists Board (or equivalent) as a registerable qualification.

“Team Leader” means an employee supervising an independent department in each of which imaging equipment is operated for the purpose of examination or treatment (e.g. CT,

mammography, BD,), or any other employee who by reason of special duties or responsibilities is for the purposes of this agreement designated as such by Bay Radiology.

"Week" shall be 7 consecutive days, commencing on a Monday.

4. Employee Representations

The Employee warrants that:

a. Everything the Employee has told the Employer or given the Employer in writing as to the Employee's qualifications, experience, and the existence of any pre-existing injuries when applying for the position is true and complete.

b. The Employee has not deliberately failed to disclose anything which may have materially influenced the Employer's decision to employ the Employee.

c. The Employee has no known medical condition that may restrict the Employee's ability to carry out his/her duties, or that may put the Employee or others at risk of harm.

d. The Employee acknowledges that the above warranties are essential to the Employer's decision to employ the Employee.

5. Employer's Duties

The Employer will:

a. Treat the Employee fairly and properly in all aspects of employment.

b. Provide the Employee with good working conditions and reasonable facilities.

c. Provide all training and instruction reasonably necessary to equip the Employee for the safe, efficient and proper performance of his/her duties in employment.

d. Upon termination of employment, provide a certificate to the Employee, which need not be a reference, setting out the nature and period of the Employee's employment.

e. The Employer recognises the right of an employee to join the union (APEX) and APEX's representation of the 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.

6. Probationary Period

6.1 The Employee's employment is subject to a probationary period of up to three months.

6.2 During the probationary period the Employee's performance shall be reviewed periodically. These reviews are intended to communicate the Employer's expectations to the Employee, measure the Employee's progress towards meeting those

expectations and to provide assistance and advice to the Employee with a view to helping the Employee improve any shortcomings.

6.3 The Employer's expectations of the Employee shall include appropriate performance of the tasks in Appendix A and appropriate performance of their duties and obligations contained in this Agreement and its schedules.

6.4 If at any review the Employer determines that the Employee is not meeting the Employer's expectations and despite the assistance and advice given to the Employee it is unlikely to meet those expectations then the Employee's employment may be terminated.

6.5 During the probationary period the employment may be terminated by either party on giving one week's written notice. At its discretion the Employer may pay in lieu of notice. No notice shall be required in the case of summary dismissal.

6.6 The Employer reserves the right to extend the Employee's probation period for up to a further three months should this be considered necessary.

7. Locations of Work

7.1 You may be required to work at any of the following Bay Radiology operated sites or, following consultation, at any other future locations where Bay Radiology provides radiography services:

Promed House	71 Tenth Avenue Tauranga
Mount Maunganui	8 Grenada Street, Mount Maunganui
Grace Hospital	281 Cheyne Road, Oropi, Tauranga
Accident & Healthcare	Second Avenue, Tauranga
MRI Cameron Road	829 Cameron Road
Papamoa	1 Tara Road
Katikati	4 Clive Street, Katikati
Whakatane	17-19 Pyne Street, Whakatane
Medex	126 Eleventh Avenue
Medex (The Doctors)	Cnr of Fourteenth Avenue and Devonport Road
Medex Pohlen Hospital	Rawhiti Avenue, Matamata

7.2 MITs who contribute to the Breast Screening programme will also be required to work on the mobile bus at its various locations and may from time to time be required to cover a mammography session at other sites from which Bay Radiology provides services under contract, directly or indirectly, with Breast Screen Bay of Plenty, Te Whatu Ora - Bay of Plenty District, Te Whatu Ora -Waikato District, Western Bay of Plenty Primary Health Organisation and the Eastern Bay Primary Health Alliance.

8. Hours of Work

8.1 Ordinary hours of work for a Full Time Equivalent employee will be between 35 and 40 hours per week, Monday to Friday. Hours will not generally be more than 8 per day, excluding meal breaks.

8.2 Weekend duties – The Employer provides a seven day per week service. All MITs are expected to contribute to the shifts that enable delivery of services across the week. Weekend shifts are in addition to the ordinary hours of work.

8.3 Frequency of weekend duties – Subject to clause 8.4, where possible MITs will not normally be required to work more than 1 shift in every 5 weekends, unless otherwise agreed between the employer and employee.

8.4 It is recognised that the Employer is committed to provide a seven day per week service and that, where there are gaps in the roster, the Employer will act as follows:

a. The Employer will ask for volunteers to work additional weekends;

b. If not enough MITs volunteer to work the additional weekend shifts, the employer can request that an employee works additional weekend shifts, such agreement will not be unreasonably withheld by the employee.

8.5 The Employer's normal hours of business are between 7:30am and 9.00pm, Monday to Sunday, during which time the Employee is expected to be available for the performance of the employee's duties as required by the roster.

8.6 It is agreed by the Employee that the performance of the Employee's duties may not be restricted to the Employer's normal hours of business and that work may be required from time to time in excess of such hours including on Saturdays and Sundays and public holidays in order to perform the duties required by the position.

8.7 Each daily duty will be continuous except for meal periods and rest breaks.

8.8 Hours of work will normally be notified not less than 28 days prior to the commencement of the roster and show duties for a minimum eight week period. This period may be amended due to unforeseen circumstances.

8.9 The Employer retains the right to negotiate changes to the Employee's hours of work in accordance with the particular needs of the practice. Where an agreement is reached between the parties, the Employer undertakes that any changes negotiated shall take effect as soon as practicable.

8.10 Due to the size and nature of the business the Employee's duties may be reviewed from time to time. The Employer will consult with the employee prior to any proposed reasonable change in duties. Four (4) weeks' notice of changes to the employee's duties will be provided in writing by the employer.

8.11 An employee rostered to work until 9pm will be paid until 930pm (an extra 0.5 of an hour at penal rates). This is to recognise that while the shift officially finishes at 9pm, that patients that arrive before 9pm will still need to be imaged and as such, on occasion the MIT on duty, may be required to work past 9pm.

9. Meal Periods and Rest Breaks

9.1 An employee who is rostered for a duty of more than four hours duration is entitled to take a meal break of 30 minutes during that shift. The meal break is unpaid.

9.2 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, will be allowed as work time.

9.3 During the meal break or rest breaks, free tea, coffee, milk and sugar will be provided by the employer.

9.4 An employee unable to be relieved from work for a meal break, or where there is no provision or opportunity for a 30 minute meal break, shall be allowed to have a meal on duty and this period will be regarded as work time.

10. Overtime and Penal Rates

10.1 **Overtime** - Where the Employee works hours in excess of the standard day (8 hours), with authorisation from the appropriate manager overtime for the additional hours will be paid at the rate of 1.5T ("the specified rate"). This is for stay back situations and does not apply to call backs, which are dealt with under clause 11 below.

Overtime is applicable where you are requested to work on a Saturday or Sunday, where the hours to be worked are additional to your normal working hours for the week. In this instance you will be paid for the first three hours worked at the rate of ordinary time plus 50% (T1.5) and all subsequent hours at the rate of ordinary time plus 100% (T2). Employees who are employed and normally rostered to work Saturday or Sunday as a normal working day, do not qualify for overtime on that day, unless the employee works more than 8 hours on the day, or the employees rostered shift (whichever is the greater).

Should Bay Radiology company policy change to remunerate weekend overtime at a higher rate than what is dictated above, then that shall apply.

10.2 **Penal Time** is defined as any rostered hours of work performed between the hours of 1800 and 0730 during week nights and 1800 Friday evening until 0730 Monday morning. Penal time will be paid at ordinary time plus half (T1.5).

10.3 **Work on Public Holidays** – all work performed on Public Holidays will be paid at double time (T2), plus one day off paid at the ordinary rate of pay to be taken at a later date convenient to Bay Radiology. This rule applies to both the statutory day and the day upon which it is observed. Casual staff have no entitlement to an alternative holiday.

10.4 **Short Notice Shift** Cover - Where an MIT agrees, with less than 24 hours' notice, to work a shift to cover for the unanticipated leave of a colleague (e.g. sickness or bereavement leave), on a day that would not otherwise have been a working day; a Short Notice Shift Cover Allowance will be paid in addition to the standard rates of pay for the hours worked. If the shift is split between two MITs, the allowance will be split between the two MITs on a pro-rata basis. The rate of the Allowance is specified in Appendix F. Casual Employees have no entitlement to the short notice shift allowance.

11. Call-Backs

11.1 Where an employee is called back to work after completing their day's work or after having left the place of employment, they shall be paid a minimum of two hours at double time (T2) for the call-back.

11.2 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.

11.3 Where a subsequent call back occurs within the initial two hour period payment at double time shall continue until the employee returns to the place from which they were called or their residence. If a subsequent call-back occurs outside of the initial two hour period a new call-back commences.

11.4 Actual and reasonable travel costs (mileage) will be reimbursed in respect to the call-back.

11.5 Where an employee remains at work following the end of their shift waiting to be called to theatre for a known case and is subsequently not required to attend the case, the waiting time can be claimed at overtime rates (T1.5). Where a call-back occurs, waiting time cannot be claimed and the call-back payment applies.

11.6 Where an employee is placed on the theatre call roster, between the hours of 5pm and 7pm, they will be paid $10.00 per hour for the two hours on call. They will be required to respond to any call received prior to 7pm. All theatre MITs are required to participate in the call roster.

12. Public Holidays

12.1 The employee is entitled to public holidays in accordance with the Holidays Act 2003.

12.2 An employee may be required to work on any of the Public Holidays if directed to by the employer. Employees will only be paid for the work performed on a Public Holiday where their manager has directed them to work on that day.

12.3 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 for that day.

12.4 Relevant daily pay is the amount the Employee would ordinarily receive for a normal working day.

12.5 Employees may be required to be on call on 25 December, in which case they will be paid their relevant daily pay and the on call allowance specified in Schedule A for being on call. If called back, employees will be paid in accordance with the provisions of clauses 11.1 to 11.6 inclusive. Employees on call on 25 December will be entitled to an alternative holiday, whether or not they are called back, paid in accordance with the Holidays Act 2003.

13. Duties

The duties for this position are set out in Appendix A of this agreement together with all other duties as required by the Employer which are reasonably incidental to the Employee's position.

14. Remuneration

14.1 The employee's remuneration consists of a basic hourly rate as set out in Appendix E.

14.2 Any enhanced hourly rates referenced in this Agreement will be calculated on the employee's basic hourly rate and any additional allowances.

14.3 The Employee shall be paid fortnightly on a Tuesday evening in arrears by direct credit to the Employee's nominated bank account.

15. Allowances

15.1 Allowances will be paid to the employee at the rates set out in Appendix F.

15.2 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 three consecutive days or more, the employee will receive for the whole period the allowance associated with the position to which they are temporarily appointed or performing.

16. Performance Review

The Employee agrees that the Employer may develop and apply performance measures in consultation with the Employee. Any objectives developed may be altered at periodic reviews in consultation with the Employee. Any breach of such objectives may lead to disciplinary action and/or counselling from the Employer.

17. Continuing Professional Development

17.1 Support from us includes paid leave, travel to attend relevant CPD activities, and direct funding of CPD activities, up to the limits set out below and subject to your application being approved. The costs and/or time involved for some CPD activities may not be covered in full by us. The extent to which we will support your application will depend on its consistency with the CPD policy and the benefit of the CPD to your role with us and/or its wider operations. In most cases CPD options will exist that will enable you to retain your currency/certification/registration, that will be covered in full by us.

17.2 You will be paid at normal (T1) rates up to a maximum of 3 days leave per 12-month period when undertaking CPD activities. Any unused days or part thereof of this allocation, can be accumulated up to 3 years. On occasion, CPD time may instead be credited as time off in lieu (at the discretion of the Regional Manager). If there is a CPD event that is longer than 3 days, the Regional Manager can use their discretion to grant additional CPD leave paid at T1.

17.3 The time paid is for the duration of the actual CPD activity (or your normal working hours on the day in question, if the CPD activity is shorter). Work allowances (such as overtime, overnight allowance etc.) are not to be claimed for CPD time. You will not be paid for travel time outside of your normal working hours where the travel is in relation to a CPD activity.

17.4 Annual CPD funding will be available from the 1 April to each clinical employee up to $1000 plus GST for a fulltime employee. A fulltime employee is based on a 40 hour week. Annual funding amounts are pro-rated for employees who work less than 0.6 of an FTE i.e. 24 hours per week.

17.5 We provide annual funding and paid time away from normal duties to support all employees to complete continuing professional development for their position. The funding can also be used to cover or contribute towards the cost of completing CPD activities that are relevant to your position.

17.6 Any unspent annual funding allocation can be accumulated for up to three years. Unused CPD funding will not be payable upon the ending of your employment with us. Any negative balance may be deducted from your final pay.

17.7 To ensure compliance with Breast Screen Aotearoa's requirements for practicing MIT's, additional CPD will be funded where necessary.

17.8 Annual CPD funding excludes the cost of any compulsory training required by us, such as first aid, emergency response and CPR.

18. Training Bond

18.1 In the event that the Employer provides paid study leave and/or meets course fees, ("the fees") and the Employee's employment is terminated for any reason whatsoever including, but not limited to, dismissal for serious misconduct or voluntary resignation, before the expiry of the bonded period, the Employee undertakes to reimburse the cost of the fees to the Employer on the following basis:

a. the Employee will repay the total amount of the fees less the pro rata amount for each full month worked.

18.2 The Employee consents to the Employer deducting such sums from his or her final salary (including final holiday pay) or any other outstanding moneys due to him or her.

18.3 For the purpose of the foregoing provisions of this clause, the following interpretations will be used:

a. The date of the completion of the course shall be treated as being the date on which the applicable institution advises in writing of the Employee's success or failure in the course or, as the case may be, the date on which the Employee withdraws from the course.

b. "The fees" will include:

i. the fees paid by the Employer to the applicable institute for an approved course; and

ii. any paid time off the Employee takes for study or exams for the course; and

iii. any accommodation and travel expenses for course attendances.

18.4 Where the Employee withdraws from the course prior to completion, the Employee must refund to the Employer the total amount of the fees.

18.5 The bonded period will be agreed between the parties on a case by case basis, but will in any event be no less than 12 months from the date of completion of the course.

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 programme;

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 normal place of work 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 E.

19.5 Where the employee is required by the employer to travel to perform a single duty outside of the Western Bay of Plenty 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 E.

a. For clarity, employees working two days in a row at Whakatane or on the Breast Screen Mobile bus may claim one "overnight" stay and one "day away" allowance. Shifts at Bay Radiology branches within the Western BOP are not eligible to receive either allowance.

19.6 Employees who are instructed by the employer to use their private motor vehicle on Bay Radiology business will be paid a motor vehicle allowance as promulgated from time to time by the Inland Revenue Department (IRD).

20. Deductions

20.1 The Employee in signing this Agreement gives written consent to the Employer pursuant to Section 5 of the Wages Protection Act 1983 to deduct from any remuneration owing to the Employee on termination of employment any funds, including wages paid for leave taken in advance, which may be owed by the Employee to the Employer. The Employee agrees that any withdrawal of this consent shall be communicated in writing to the Employer at the time of withdrawal.

20.2 The employer shall be entitled to make a rateable deduction from wages for time lost through the worker's default, sickness, injury or for unpaid leave or absence. The employer shall also be entitled to make deductions from wages for any overpayment of

wages following discussion and agreement with the employee concerning how it will be repaid.

20.3 Deductions in accordance with this clause relating to a particular pay period may be made from the wage/salary relating to a subsequent pay period.

21. Leave

Leave shall be governed by the provisions of the Holidays Act 2003 (in this clause "the Act") unless this Agreement expressly provides for additional benefits.

22. Annual Leave

22.1 The Employee shall be entitled to paid annual leave in accordance with the Act on the following basis:

a. after 12 months continuous 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 weeks of their annual leave entitlement in an uninterrupted break;

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 service 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.

23. Health Insurance

The Employer agrees to provide all employees with health insurance, provided that:

a. The employee is a permanent employee.

b. 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.

c. Employees with employer-provided health insurance shall have the option, wherever possible, to enhance their cover at their own cost.

d. 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.

24. Long Service

24.1 In recognition of long service, employees who reach 10 years of current accumulated service with the employer will be provided with a one off week period of paid leave. Except that members of APEX at ratification of this agreement shall receive a one off ‘two week’ period of paid leave.

24.2 Employees who reach 20, 30, 40 and 50 years of current accumulated service with the employer will be provided with a one-off ‘two week’ period of paid leave.

24.3 Long service leave will be paid based on contracted hours of work at the time the leave is taken. Long service leave must be taken during one continuous period that is agreed with your manager, within 24 months of receiving the entitlement, or it will be forfeited. Long service leave will not be paid out under any circumstances.

24.4 Periods of leave without pay that are three months or longer (except parental leave), and casual employment are not included when calculating continuous employment for the purposes of long service leave entitlements.

25. Sick Leave

25.1 The Employee shall be entitled to 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.

25.2 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.

25.3 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.

25.4 The Employee must notify the Employer of an intention to take sick 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.

25.5 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. The three consecutive calendar days do not have to be working days. You may also provide a letter from a practitioner who is registered under the Health Practitioners Competence Assurance Act 2003.

25.6 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 25.4; 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.

25.7 If the employee is required, or has agreed to work a Public Holiday, but does not work that day due to illness entitling the Employee to sick leave 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 sick leave.

25.8 If the Employee is in receipt of weekly compensation under the Accident Compensation Act 2001, the Employer may, at the Employee's request, 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.

26. Bereavement/Tangihanga Leave

26.1 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.

26.2 You are entitled to take up to 5 days bereavement leave if you have a miscarriage, stillbirth or termination.

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.

26.3 You are entitled to 1 day's bereavement leave where the bereavement results from the death of another person:

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.

26.4 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.

26.5 If the employee suffers more than one bereavement, the employee may take the relevant leave entitlement in respect of each bereavement.

26.6 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.

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. Parental Leave

28.1 Parental Leave will be granted in accordance with the Parental Leave and Employment Protection Act 1987.

28.2 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.

28.3 Employees returning from parental leave and then taking periods of annual leave will be paid their annual leave at an hourly rate calculated from their average weekly earnings from the previous 12 months, average weekly earnings from the previous 4 weeks or their current hourly rate, whichever is higher at the time of taking annual leave.

28.4 Where the Employee's position is a key position, the employee acknowledges and accepts that a temporary replacement may not be practical and the Employer may be unable to keep the Employee's position open in the event that the Employee wishes to take "extended leave" under the Parental Leave and Employment Protection Act 1987. However, the Employer does undertake that a position will be available for the Employee on their return from parental leave. However, it may not be the same position. For the purposes of this clause, leave exceeding 24 weeks shall be considered "extended leave". The employer undertakes to take reasonable steps to engage a locum for the duration of the "extended leave".

29. Jury Service

29.1 Where the employee is required to attend at court on Jury Service, following production of a statement from the Registrar of the court, the employer shall continue the employees' relevant daily pay for the duration of the jury service that would otherwise have been working days, to a maximum of five (5) days in respect of each separate period of Jury Service. The employee will pay to the employer any juror fees received by them.

29.2 The Employee must return to work immediately when they are no longer required at the court.

30. Legal Liability

30.1 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 omission of the employee while acting in the course of his or her employment.

30.2 Indemnity or legal representation will not apply to employees acting outside the course and scope of their Bay Radiology employment.

31. Termination

31.1 Four (4) weeks' notice of termination of this Agreement must be provided in writing by either party.

31.2 Where the requisite notice is not provided by either party, the unexpired period of notice shall be paid or deducted from the salary payable, unless there is mutual agreement to reduce the notice period required, which will not unreasonably be withheld.

31.3 Where the Employer does not require the Employee to work out the period of notice, the Employer shall be entitled to fully discharge its obligations to the Employee by making payment in lieu of notice.

31.4 Nothing in this clause shall effect the Employer's right to dismiss the Employee without notice or with reduced notice in instances of serious misconduct, other cause justifying

instant (summary) dismissal, reasons of medical incapacity, abandonment of employment or misconduct.

32. Abandonment of Employment

The Employee will be deemed to have terminated employment without notice if the Employee is absent from work for a continuous period of three (3) working days without first notifying the Employer.

33. Termination on Medical Grounds

33.1 The Employer may terminate the Employee's employment if the Employee is unable to carry out the Employee's duties for a total of three (3) months in any twelve (12) month period because of mental or physical illness or incapacity.

33.2 Where the Employer intends to use its discretion to consider termination on medical grounds the Employer may make enquiries as to the Employee's mental or physical illness or incapacity in terms of medical certificates and medical opinion in an effort to determine the Employee's likely length of illness or incapacity. The Employee agrees to provide such information to the Employer.

33.3 The Employer will give the Employee notice of any termination arising out of the Employee's incapacity or illness based on clause 31.1 above and will give the Employee a minimum of four (4) weeks' notice.

34. Employee Protection Provision

34.1 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.

34.2 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 31.3-31.7.

34.3 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.

34.4 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.

34.5 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 33.2 will be applicable. The Employer may, at their discretion, give four (4) week's pay in lieu of notice.

34.6 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.

34.7 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.

35. Redundancy

35.1 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.

35.2 If after following the process set out in clause 35.1 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 four (4) weeks normal pay and an additional weeks pay for every complete year of service up to a maximum of twelve (12) years.

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

36. Disciplinary Procedures

36.1 All disciplinary matters will be dealt with fairly, promptly and consistently.

36.2 The Employer may terminate the Employee's employment without notice for misconduct in accordance with Appendices C and D attached.

36.3 The disciplinary procedure for a breach of the Employer's rules, poor performance, unsatisfactory behaviour or misconduct shall be as set out in Appendix D.

37. Personal Grievance and Disputes

The procedure for settlement of personal grievances and disputes shall be as set out in the Employment Relations Act 2000 and Appendix D of this Agreement.

38. Health and Safety

38.1 Both parties to this Agreement are committed to a safe and healthy workplace. While the Employer must provide a safe workplace the Employee must at all times work in a safe manner, use work equipment in a safe manner and always wear the appropriate supplied health and safety equipment. To facilitate this the Employee must:

a. observe and practice the health and safety rules and procedures as outlined in the Employer's applicable health and safety policy;

b. comply with all codes of practice and regulations relevant to the Employer's business and place of work;

c. be responsible for working in a safe manner that does not endanger any person or equipment;

d. take all practical steps to ensure:

e. protection of the Employee's own safety while engaged in work for the Employer;

f. that no action or inaction of the Employee while at work causes any harm to another person;

g. not interfere with or make inoperative any safety equipment, guards or protective devices;

h. report immediately all work related injuries and accidents to the Employee's manager or supervisor. The Employer shall ensure that all reported accidents, injuries and incidents are reported in the accident register;

i. report any damage to or loss of equipment to the Employer;

j. not engage in any unauthorised or irresponsible use of fire protection, glass, safety equipment or any other item;

k. not smoke on the premises, nor be under the influence of alcohol or illicit drugs whilst at work;

l. report any concerns regarding the Employee's safety or the safety of others in the workplace to the Employer;

m. report any symptoms of any injury or disease (whether occurring in or out of the workplace) that interferes with the Employee's work so that the Employer can take appropriate action to protect the Employee and the Employer's business;

n. agree to allow the Employer to monitor the Employee's health in relation to any injury, illness or exposure to hazards in the work place, by providing the Employer with such medical records as may reasonably be required by the Employer. The Employee will also make himself or herself available to attend such medical practitioners or medical specialists nominated by the Employer. The Employer will pay for any such consultations it requires.

o. The Employer is responsible for providing a safe and healthy work environment that complies with the relevant statutory requirement. The Employer shall ensure:

p. the workplace is maintained in a clean condition as necessary to avoid hazards to the health and welfare of employees;

q. employees are given such information, instruction, supervision and training as necessary for them to carry out all duties in a safe manner;

r. the Employer shall provide an adequate first aid emergency kit and this shall be kept in a convenient and accessible place.

39. Uniform

The Employee agrees to dress in an appropriate manner. Employees are expected to wear a uniform of a style agreed upon by the Employer and the employees at a group consultation. The Employer agrees to meet reasonable uniform costs for full time employees. Part time employees will have their uniform costs reimbursed on a pro rata basis as outlined in the Uniform Policy.

40. Confidentiality

40.1 In this Agreement, confidential information means any information relating to the business or financial affairs of the Employer (or any other associated business which the clauses are also intended to protect) held by the Employer which has come to the knowledge of the Employee or which has been disclosed or might reasonably be understood to have been disclosed to the Employee in confidence other than information which is already public within the industry or which is obvious or trivial. Without limiting the generality of the foregoing, confidential information shall also include:

a. Any trade secrets, specialised know-how, practices and information relating to other agencies that are patients or clients of the Employer, or in any industry in which the Employer may from time to time engage in business, patient lists, patient requirements, performance reports, profitability figures or reports, or promotional or advertising material;

a. Information pertaining to any other employee of the Employer which is protected from disclosure under the Privacy Act 2020;

b. Information about any details pertaining to any client or family of a client of the Employer.

40.2 The parties acknowledge that during the course of employment the Employee will have access to confidential information concerning the Employer, its business, its clients/customers and persons dealing with the Employer.

40.3 The Employee shall keep all such information absolutely confidential both during the term of this Agreement and subsequently. To this end the Employee shall not disclose any such information to any third party including any person, firm, company, or other body unless previously and expressly authorised by the Employer.

40.4 The Employee shall not use or attempt to use any confidential information in any manner and for any purpose other than the purpose of the business of the Employer.

40.5 The Employee will not make copies or records of any confidential information except as expressly permitted by the Employer and will upon request by the Employer return to the Employer all material supplied by the Employer and any copies or records of confidential information and any other material pertaining to confidential information.

40.6 The Employee will take all reasonable steps to protect confidential information and to prevent its unauthorised acquisition or use by any person.

40.7 It is agreed that breach of the provisions of this clause shall be regarded as serious misconduct justifying the summary dismissal of the Employee.

41. Protection of Employer's Client Base

41.1 The Employee acknowledges that by virtue of this employment, the Employee has contact with and access to information relating to the Employer's clients. The Employee further acknowledges that the Employer will, in terms of this Agreement, expend time and money promoting the Employee to its present and prospective clients. The Employee therefore agrees that during employment with the Employer (whether during working hours or otherwise) and for a period of 6 months from the date of termination for any reason of the employment, the Employee or any company of which they are a director or shareholder will not knowingly, either on their own account or for any other person, company or organisation:

a. contact, canvas or solicit business from or deal with in any way whatsoever any person, firm or company which is or was during his/her employment with the Employer, a client or customer of the Employer;

b. facilitate others to contact, canvas or solicit any business from or deal with in any way whatsoever any person, firm or company which is or was during his/her employment with the Employer, a client or customer of the Employer; or

c. induce or try to induce any such person, firm or company to withdraw custom from the Employer or an associate of the Employer.

42. Intellectual Property Rights

42.1 The Employee will not directly or indirectly contest any of the rights the Employer or any associate of the Employer has in respect of any patent, design, trade mark, copyright or other right forming part of or relating to the confidential information.

42.2 All inventions, patent rights, trademarks or other processes (including business method processes) developed or created by the Employee arising from and developed in connection with the activities of the Employer shall be the sole property of the Employer.

42.3 The copyright of all pamphlets, tables, drawings and other documents produced by the Employee together with stored data in any form of the same shall be the sole property of the Employer.

43. Disclosure of Discoveries

43.1 The Employee will fully disclose to the Employer all inventions, designs, improvements and discoveries relating to the business of the Employer which the Employee may from time to time make and all such inventions, designs, improvements and discoveries shall be the sole property of the Employer.

43.2 The Employee further agrees to assist the Employer fully in obtaining patents and protecting copyrights and to execute all documents and do all things necessary to obtain letters, patent and vest in the name in the Employer the full and exclusive title to such letters, patent, drawings, plans, diagrams or documents relating to such inventions, designs, improvements, discoveries and copyrights and to protect them against infringement by others, at the expense of the Employer.

44. Directorships

44.1 The Employee agrees to disclose to the Employer any existing office held as a director of any company, or trustee of any trust, will, estate or any organisation in the health industry, where such office would result in a conflict of interest with the Employer. In this circumstance the Employee agrees to resign such office unless written consent to retain such office is received from the employer.

44.2 The Employee will not during their employment with the Employer without the prior written consent of the Employer accept office in a company which either competes or intends to compete with the Employer.

45. Other Business Interests

45.1 The Employee shall not be employed or be engaged or concerned in the conduct of any other business or activity where this business would result in a conflict of interest. The issue as to whether or not any other business results in a conflict of interest is to be decided by agreement between the Employee and the Employer.

45.2 The Employee shall not engage in any activity which affects his or her ability to carry out his or her responsibilities or which places him or her in competition with the Employer or which benefits others in competition with the Employer unless with the express permission of the Employer.

46. Acknowledgement

The Employee acknowledges that the restrictive covenants outlined in clauses 40 to 43 above are necessary in order to protect and maintain the proprietary interests and other legitimate business interests of the Employer.

47. Restrictions on Authority

47.1 The Employee agrees that the Employee has no authority without the prior consent in writing of the Board to:

a. sell the business or any material part of the business of the Employer or of any subsidiary of the Employer;

b. make any material change in the nature of the business of the Employer or of any subsidiary of the Employer;

c. enter into or amend a material contract, commitment, agreement or undertaking of the Employer or of any subsidiary of the Employer;

d. to instigate, defend or settle any litigation involving the Employer or any subsidiary of the Employer;

e. settle or vary the terms of employment of any Employee of the Employer or of any subsidiary of the Employer;

f. agree to grant or issue any shares or share options or other equity incentives to any Employee of the Employer or of any subsidiary of the Employer;

g. borrow or raise any money or enter into any arrangement for the provision of financial accommodation to the Employer and/or to any subsidiary of the Employer;

h. cause the Employer or any subsidiary of the Employer to enter into any guarantee or indemnity of any nature;

i. grant to any person a charge or other security over any of the assets or undertaking of the Employer or of any subsidiary of the Employer;

j. make any loan or advance to any person' including without limitation, any Employee, officer or director of the Employer or of any subsidiary of the Employer except advances and similar expenditures in the ordinary course of business;

k. make any investment, through the direct or indirect holding of securities or otherwise, either through the Employer or through any subsidiary of the Employer;

l. make any material change to the approved operating plan or approved budget of the Employer or any subsidiary of the Employer;

m. such other matters as may be determined from time to time by the Board of the Employer or by the Board of any subsidiary of the Employer.

48. Completeness

This Agreement replaces any previous written or oral agreements and understandings and represents a full record of the agreement entered into by the Employee and the Employer.

49. 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.

Should there be a relevant significant event APEX may expire the collective with 30 days notice.

50. Term

This Agreement commences on 11 April 2023, and expires on 10 April 2025, which is also subject to a contingency expiry arrangement set out below:

Bay Radiology and APEX have agreed to a remuneration review to discuss the remuneration increases for April 2024, with completion of that work by 31 March 2024 to go out to members for ratification.

If no agreement is reached by 31 March 2024, there is an event-based expiry of the Collective Agreement being 31 March 2024.

If agreement is reached, a ratification process will be undertaken by APEX to vary the Collective Agreement and the new remuneration rates will apply from 1 April 2024. If this is not ratified by APEX members the Collective Agreement will expire on 31 March 2024.

Signed by the parties

Signed by authorised representative of
BAY RADIOLOGY LIMITED

_____
Amy Wilson
Chief Human Resources Officer

Signed by authorised representative of **APEX**

_____
Deborah Powell
National Secretary

Appendix A

General Duties:

a. The Employee's duties include any work required in connection with the Employer's business and any other duties reasonably required by the Employer.

b. In order to carry out the Employer's duties the Employee agrees to work in the following manner:

c. Comply with all proper and lawful instructions of the Employer.

d. Be punctual and observe the hours of work rostered or arranged for the Employee.

e. Respect the confidentiality of patient and client records and other materials relating to patients, clients or to the business affairs of the Employer and in particular the Employee shall comply with the Employer requirements in respect of the Privacy Act, confidentiality provisions of this Agreement and the privacy protocol referred to in Appendix B.

f. Comply with any reasonable requirements to cover for absent staff.

g. Ensure that before their shift or day of work ends that the work area and records are left in an orderly and tidy condition suitable for the next employee who takes over that shift.

h. At all times be courteous towards patients, clients and other employees and provide a high standard of care and consideration to patients and clients.

i. Comply with all instructions from the Employer relating to the security of all the premises from which the Employer operates including security and care of all radiological equipment, computer equipment and software.

j. On termination of employment immediately return any property of the Employer in the Employee's possession.

k. In the case of radiographic staff to adequately and correctly, according to their training, the Employer's policies and practice management, apply correct radiation procedures to patients and clients at all times.

l. Be conversant with the Employer's policies and relevant procedures applicable to the position held.

m. Encourage harmonious work atmosphere by co-operating with, and endeavouring to assist, the Employer's staff.

n. Co-operate with any associate of the Employer for the overall benefit of the Employer.

o. Provide the best possible service to patients and clients and promote good customer and public relations.

p. Promote a good business image by producing work of a high standard.

q. Promote the financial success of the Employer's business by undertaking work as efficiently as possible.

r. Undertake, and encourage others in the implementation of safe work practices.

s. Keep informed of new ideas and developments in the field of activity in which the Employer is engaged for the betterment of both the Employee and the Employer's business.

t. Unless prevented by ill health or accident and except during periods of leave, spend all time during working hours diligently; faithfully and to the best of the Employee's ability to carry out their duties.

u. Not do any other work or be involved in any other business if it conflicts with the Employer's business.

v. MITs contributing to the BreastScreen Aotearoa service must meet the requirements of the National Policy and Quality Standards.

w. To be clean and tidy at all times.

x. And such additional duties as the Employer may from time to time reasonably require.

Appendix B

Privacy Protocol

1. Standard Applications:

   Applications from a general practitioner where the general practitioner has made the reference or from a specialist where the specialist has made the reference and it is known that the general practitioner is acting for the patient. In those circumstances, staff members may authorise the release of information relating to the outcomes of tests performed by the Employer where they are satisfied:

   a) The request is genuine; or

   b) That the information relates to the individual concerned.

2. A patient may request information either during consultation or subsequently relating to the outcome and this information may be released provided the staff member is sure either:

   a) That the person requesting the information is the person the information relates to; and

   b) That the information is correct.

3. Where sensitive information is involved, that there are not any special factors limiting or preventing the release of that information.

4. Requests for information from a person who is not the individual the information relates to or is not the general practitioner or specialist shall be referred in the first instance to the Privacy Officer.

5. Where sensitive information is concerned or if there is any concern as to the release of the information, this should be referred to the Privacy Officer in the first instance.

Appendix C

Serious Misconduct

The Employer may terminate the Employee's employment without notice for serious misconduct which includes (but is not limited to):

a. Unauthorised possession or use of property, money, or information belonging to or under the control of the Employer.

b. Possession or use of the property of other employees or persons without the owners' permission.

c. Being at work under the influence of alcohol or non-prescription drugs during the course of carrying out the Employee's duties.

d. Serious or repeated breaches of Health and Safety rules or procedures, which threatens or is likely to threaten safety, health, or hygiene in the workplace, or the safe and proper performance of the duties of other employees. This includes interfering with safety equipment.

e. Physical abuse of any person on the Employer's premises except in the event of self-defence during the course of carrying out the Employee's duties.

f. Abuse of Special Leave, such as sick leave or bereavement leave.

g. A third offence as described in clause 2 of Appendix D.

h. Racial, sexual or other improper harassment of any other employee or client or customer of the Employer.

i. The Employee's deliberate failure to declare a conflict of interest or the existence of any criminal convictions to the Employer.

j. The Employee's deliberate use of a password in order to enter or attempt to enter a computer known to contain information that the Employee is not entitled to.

k. Repeated or persistent breaches of the terms and conditions of this Agreement.

l. Being convicted of any crime:

    i. involving dishonesty; or

    ii. for which the Employee is sentenced to any term of community-based sentencing or imprisonment.

m. Misrepresentation of qualifications or experience or state of health prior to commencement of employment.

n. Improper use of the Internet including the access of pornography or other sexual material or any other form of communication device.

o. Wilful damage to the Employer's property.

p. Disclosure or use of the Employer's confidential information in breach of Appendix C and of the confidentiality clauses contained in the Agreement (see clauses 40 to 45).

q. Misuse of the Employer's confidential information in breach of Appendix C and of the confidentiality clauses contained in the Agreement (see clauses 40 to 45).

r. Wilful falsification of production records or timesheets.

s. Use of the Employer's intellectual property, including but not limited to standardised procedures and/or operating manuals developed by the Employer for the purposes other than those directly related to the business of the Employer.

Appendix D

Disciplinary Procedure

1. Procedure in Respect of Serious Misconduct

The following procedure will be followed if the Employee is suspected of serious misconduct. A written record will be kept of all communications and copies made available to both parties.

a. the Employer will enquire into the circumstances as soon as practicable after they come to the Employer's notice and give the Employee reasonable opportunity to comment on the matter in writing;

b. the Employee is entitled to have a support person at all stages throughout the enquiry (other than at any meeting convened as a matter of urgency to discuss suspension);

c. the Employer may temporarily suspend the Employee from work for up to 5 Working Days on normal pay until the Employer makes a decision, but the Employee must be given an opportunity to comment on suspension in writing;

d. if after hearing the Employee's explanation the Employer is satisfied that there has been serious misconduct, the Employer may terminate the Employee's employment without notice or on other terms which the Employer considers appropriate;

e. if after hearing the Employee's explanation, the Employer is satisfied that either:

   i. there has been misconduct but it is not serious; or

   ii. there has been serious misconduct but there are mitigating circumstances;

f. the Employer may either warn the Employee or take the matter no further.

2. Warning Procedure for Less than Serious Misconduct

Where the Employee's act or omission amounts to misconduct which the Employer considers may lead to dismissal if continued, the following warning procedure will be followed:

The First Offence

a. An oral warning will be given to the Employee. A written record of the warning will be kept and a copy will be given to the Employee and the Employee will be requested to sign the same. The Employee will be given the opportunity to explain in writing;

The Second Offence

a. A written warning will be given to the Employee including a statement of the problem, any remedial steps to be taken by the Employee and the consequences of the Employee failing to do so;

b. The Employee must be given a reasonable opportunity to explain in writing.

The Third Offence

c. Dismissal (subject to the procedures in clause 1 of this Appendix).

d. Unless any warning given states otherwise each warning will lapse after 6 months.

e. The Employee may have a representative present at any of the meetings.

Poor Performance

If the Employer is dissatisfied with the Employee's performance, the Employer will:

f. meet with the Employee and:

g. discuss the reasons for dissatisfaction;

h. discuss the steps expected of the Employee to improve performance;

i. discuss the consequences of the Employee's failure to improve including any prospect of dismissal,

j. give the Employee an assessment period (of not less than 2 weeks) within which to meet the Employer's performance criteria.

k. after the meeting give the Employee a written record of the matters discussed;

l. hold regular meetings with the Employee to discuss progress during the assessment period;

m. at the end of the assessment period meet with the Employee and advise the Employee of the Employer's assessment of the improvement (if any) and the Employer's intended course of action;

n. provide the Employee with a further opportunity to comment;

o. provide the Employee with a written record of the last meeting.

The Employee may be represented at any of the meetings referred to in clause 3.1 of this Appendix.

The Employer may dismiss the Employee without notice if after a full and unbiased consideration of all relevant matters the Employer considers that the Employer's performance standards have not been met and the Employee's explanation is unacceptable.

Personal Grievances and Disputes

The procedures for settling personal grievances or disputes as to the interpretation of this Agreement will be those contained in the appropriate provisions of the Employment Relations Act 2000.

The Employee has 90 days from the date of the alleged grievance to bring a grievance to the Employer's attention if the Employee believes he has been unfairly dismissed or has some other kind of work problem which has disadvantaged the Employee while at work (including sexual or racial harassment).

It is expected that the Employee would discuss any employment relationship problem initially with the Employer with a view to settling it as close as possible to its point of origin. If that is unsuccessful either party may seek independent advice and/or consider using the Mediation Service of the Labour Department by calling the Employment Relations Information Line on 0800 800 863.

If mediation is unsuccessful then either party may refer the dispute or personal grievance to the Employment Relations Authority or Employment Court (as appropriate).

Appendix E (Effective 11/04/2023)

Remuneration Schedule

WAGES

47. The following scales are the minimum hourly rates applicable.

47.1 MIT /MRT Renumeration / Pay Steps

	Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
	Step 1	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Extension**
MRT	43.47	44.68	45.89	47.09	48.30	50.72
Senior MRT		48.29	49.59	50.90	52.20	54.81
MRT Service Lead/Deputy Charge		51.64	53.04	54.43	55.83	58.62
Charge MRT		56.28	57.80	59.32	60.84	63.88
DEXA Technologist (non-MRT)		35.66	36.62	37.59	38.55	40.48
Lead DEXA Technologist (non-MRT)		39.86	40.94	42.01	43.09	45.24

		Training and Development		Competent and Experienced		Highly Experienced	Exceptional
Role	**Definition of point in career**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Extension**
DEXA Technologist	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. Able to do QA, understand & interpret it with minimal assistance. Is enrolled in DEXA course. Able to provide service with minimal support.	Independent DEXA tech. Able to manage the service without support, manages machine faults and provides excellent patient care. Completed DEXA training course.	Able to provide support/training for new staff.	Meets the criteria of Step 5 before consideration of the Extension Zone. Problem solving with QA. Regularly acting in 2IC role to lead DEXA as approved by RM/GM
Lead DEXA **Appointed Role**	Experience DEXA Tech who has moved to lead role		New to lead role. Able to provide support/training for new staff. Requires support and some training in leadership.	Independent DEXA lead. Able to manage own workload and those of others. Able to support and train new DEXA Staff. Ensures QA is completed correctly and actioned if required. Manages manuals and resources.	Independent and proficient DEXA lead. Is a mentor and coach to more junior/less experienced DEXA techs. Ensures QA and machine maintenance is completed correctly and is actioned if incorrect. Undertaking audits, providing CPD activities.	Experienced and proficient DEXA lead. Able to support management projects and tasks. Ensure audits are completed. manages protocols for machines and staff. Supports new technology and process improvements ensuring staff are trained	Meets the requirements of Step 5 before consideration of the Extension Zone. Consistently undertakes additional leadership or managerial functions beyond the core requirements of the job.

		Training and Development		Competent and Experienced		Highly Experienced	Exceptional
Role	**Definition of point in career**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Extension**
						and competent.	
DEXA Technologist	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. Able to do QA, understand & interpret it with minimal assistance. Is enrolled in DEXA course. Able to provide service with minimal support.	Independent DEXA tech. Able to manage the service without support, manages machine faults and provides excellent patient care. Completed DEXA training course.	Able to provide support/training for new staff.	Meets the criteria of Step 5 before consideration of the Extension Zone. Problem solving with QA. Regularly acting in 2IC role to lead DEXA as approved by RM/GM
Lead DEXA **Appointed Role**	Experience DEXA Tech who has moved to lead role		New to lead role. Able to provide support/training for new staff. Requires support and some training in leadership.	Independent DEXA lead. Able to manage own workload and those of others. Able to support and train new DEXA Staff. Ensures QA is completed correctly and actioned if required. Manages manuals and resources.	Independent and proficient DEXA lead. Is a mentor and coach to more junior/less experienced DEXA techs. Ensures QA and machine maintenance is completed correctly and is actioned if incorrect. Undertaking audits, providing CPD activities.	Experienced and proficient DEXA lead. Able to support management projects and tasks. Ensure audits are completed. manages protocols for machines and staff. Supports new technology and process improvements ensuring staff are trained and competent.	Meets the requirements of Step 5 before consideration of the Extension Zone. Consistently undertakes additional leadership or managerial functions beyond the core requirements of the job.
MRT/MIT	Qualified MRT/MIT Can work independently. Can perform all general imaging requirements.	Graduate MRT/MIT Starting independently imaging - requires significant supervision/ support. *Eligible for 6-month step review	Newly qualified MRT/MIT. Starting independently imaging - requires some supervision/support. *Eligible for 6-month step review	Demonstrates proficiency within role as MRT/MIT. Competent in all routine imaging. Manages own workflow plus can assist/mentor new staff. Documents and escalates issues to line manager/Senior MRT/MIT. Performs QA.	Proficiency within role as MRT/MIT. Experienced in all imaging protocols, systems, and processes. Trained/training and able to work independently across other modalities and/or specialised skill set such as 3D imaging or high end Fluoro (Angio or	MRT/MIT who demonstrates a high level of proficiency and initiative within role as MRT/MIT. Expert who works independently in other modalities and/or specialised skill set such as 3D imaging or high end Fluoro (Angio or Interventional).	Meets the requirements of Step 5 before consideration of the Extension Zone. Consistently undertakes additional leadership or managerial functions beyond the core requirements of the job, as approved by the RM/GM.

		Training and Development		Competent and Experienced		Highly Experienced	Exceptional
Role	**Definition of point in career**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Extension**
					Interventional). Ability to run a high throughput branch x-ray service independently.	Resolves general issues, documents, and escalates to line manager/senior MRT/MIT. Advanced knowledge of RIS & PACS systems and supports staff with systems training. Supports staff with QA issues.	
Senior MRT/MIT **Appointed Role**	Experienced Senior MRT; skilled and competent in all core imaging. Responsible for assisting the Lead/Charge to provide a high-quality service with a focus on efficiency and quality; has responsibility of a specific area to assist the Charge in running of dept.		Commencing in a senior role with some training/ support required. Demonstrates high level of proficiency within role as MRT/MIT, with the ability to offer problem solutions through critical thinking; can include equipment related & / or resource related issues.	Proficient Senior MRT. Provides staff training and orientation for new staff but may still require guidance. Starting to mentor staff. Is the active support person for these roles. MRT/MIT who may also be proficient in other specialised areas e.g. DEXA.	Involved with mentoring both junior and new staff. Maybe appointed clinical assessor as deemed by the student course providers and have documented evidence. Takes responsibility for contacting services engineers if the Xray equipment is completely non-functional. Takes on 1 portfolio for the company.	Proficient Senior MRT/MIT. Super Users for some machines within company. Is a mentor for staff. Takes on more than 1 portfolio for the company/management Is appointed clinical tutor as deemed by the student course providers and have documented evidence. Clinical tutor of more than 6 student MIT.	Meets the requirements of Step 5 before consideration of the Extension Zone. Supervisor for internationally trained MRT/MIT for the MRTB. (Applies for only the time of supervision) Act as team leader role for specific modality such as DEXA to ensure IANZ accreditation and compliance. Takes on projects for charge MRT or company.
Deputy Charge MRT **MRT Coordinator (ARG)** **Appointed Role**	Supports Charge MRT and covers their position where needed.		Limited leadership experience with some training required.	Deputy charge, able to provide oversight to senior staff. Nurtures/mentors staff and supports staff with day-to-day issues/ensures running of branches/sites are efficient.	Experienced Deputy Charge, able to effectively lead senior staff. Support the Branch Charge or manager with people related matters within the team. Mentoring other leads of areas and/or role supervisors to build future	Deputy Charge. Assists Charge MIT +/- Tutor MIT to set orientation, training and competencies for new and junior MITs. Provides training opportunities for all staff. Actively maintains Manuals and Protocols.	Achieves minimum criteria for Step 5 before consideration for the Extension Zone. Regularly undertakes projects and/or initiatives that improve service deliver or the modality performance.

		Training and Development		Competent and Experienced		Highly Experienced	Exceptional
Role	**Definition of point in career**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Extension**
					leaders. Supports Charge with QA, research, and training.	Provides advice on new procedures and machinery. Provides feedback for staff and Team Leader regarding Service. Provide suggestions / recommendations on service planning, orientation schedules and innovative business proposals / suggestions. Providing back up to charge MIT on all roles e.g timesheets, rosters, leave, sick calls etc	
Charge MRT MRT Service Lead (ARG) **Appointed Role**			New to charge/leadership responsibilities - some training/support required.	Able to provide oversight across the modality, control resourcing, people development and staff related issues. Undertakes staff appraisals with assistance from manager. (staff responsibility under 10).	Competent and experienced Charge (minimum of 2 years in role), able to provide oversight across the modality, control resourcing and all staff related issues and development. Responsible for performing Staff appraisals and reporting to line manager recommendations / issues. Take on additional regional responsibilities where possible. Provides training opportunities for all staff (Staff responsibility	Highly experienced Charge demonstrating excellent levels within role, able to provide clear/focussed oversight across the modality, control resourcing and all staff related issues & development. Responsible for performing Staff appraisals and reporting to line manager recommendations / issues. Able to assist with wider regional projects/initiatives. Supports leadership team. Provide recommendations on	Achieves criteria for Step 5 before being considered for the Extension Zone. Is responsible for more than 1 area of general Radiography e.g theatre/fluoro, Dexa, CT and Mammography/ BSA. Regularly works on projects and initiatives that enhances the Branch or regional performance and/or modality. Actively contributes to the wider service delivery for the Region, liaising with referrers to improve service or to promote a service.

		Training and Development		Competent and Experienced		Highly Experienced	Exceptional
Role	**Definition of point in career**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Extension**
					10-20 approx.)	service planning and innovative business proposals / suggestions. (Staff responsibility 20+ approx.)	

47.2 CT Renumeration / Pay Steps

	Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
Role	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**
CT Technologist	46.10	47.38	48.66	49.94	51.22	53.78
Senior CT Technologist		50.81	52.18	53.56	54.93	57.68
Deputy Charge CT Tech / CT Service Lead		53.84	55.29	56.75	58.20	61.11
Charge CT Technologist		59.44	61.05	62.65	64.26	67.47

		Training and Development		Competent and Experienced		Highly Experienced	Exceptional
Role	**Definition of point in career**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Extension Zone**
CT Technologist	To provide patient focussed, efficient and high-quality CT imaging.	**Fully Supervised** MRT Currently undertaking CT Training Working toward basic independent scanning Can use RIS/PACs independently ❖ Eligible for 6-month review	**Supervision still occasionally required** Recently completed CT training - requires some supervision/support Competent in routine imaging Can work independently in the scan room, positioning/cannulating and consenting patients	**CT Tech that works Independently.** Basic proficiency within the role as a CT Tech - competent in routine imaging. Can identify faults and report them to Senior techs. Good knowledge of PACS and RIS system.	Demonstrates a good level of proficiency in the CT tech role. Is confident in all imaging protocols. Training or trained and actively participating in a specific area to support the team, PET/CT trained.	Demonstrates initiative within the role. Provides oversite to staff and day to day running of the branch. Good knowledge of PACS and RIS system and supporting the training of others. Technically skilled, can work independently, can modify protocols depending on scan requirements.	Achieves criteria for Step 5 before consideration to the extension zone. Has a specialised technical proficiency and/or skill set, that is regularly utilised. Provides CPD and training to other staff. May perform 2IC role in isolated/small branches when required. Provides mentoring to students and junior staff.
Senior CT Technologist **Appointed Role**	Experienced Senior CT Technologist; skilled and competent in all core imaging. Responsible for assisting the Lead/Charge to provide a high-quality service with a focus on efficiency and quality; has responsibility of a specific area to assist the Charge in running of dept.		Experienced CT Tech in all scans, protocols, protocolling training Developing into a senior role with some training required Developing into a senior role with some training required Demonstrates some critical thinking and problem-solving ability. *Eligible for 6-month review to Step 3	Provides staff training and orientation to new staff. Mentor staff in departmental processes. Competently and regularly inputs into a CT service at a site assist Lead with running of the department. Documents issues and escalates to appropriate person. Regularly employs critical thinking to solve clinical problems	Supports staff training with a required portfolio or departmental area of responsibility. Uses critical thinking and problem-solving techniques to resolve clinical issues. Undertakes training in specialised area.	Achieved an appointed role or specific competency or portfolio to full a specific position of responsibility, such as Lead Research Can delegate tasks in their area of responsibility in consultation with Charge CT Tech. Assists the Lead to resolve clinical and/or technical issues impacting the service.	Achieves criteria for Step 5 before consideration to the extension zone. Regularly takes on projects for the Charge CT Tech or Company. Appointed Technical expert. Makes Protocols for advanced practice in the modality. Takes on more than 1 area of advanced practice (within OR across modalities) Fulfils the role of 2IC/deputy charge/or charge on a regular basis.

		Training and Development		Competent and Experienced		Highly Experienced	Exceptional
Role	**Definition of point in career**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Extension Zone**
CT Service Lead **Appointed Role**	CT Service Lead is a vital role in managing the operations of the CT Service (no direct people reports)		Still developing in lead role, some support required from Regional Operations or Branch Managers.	Leads department independently May have support with leadership aspect of role.	Experienced Service Lead - Responsible for 1 scanner	Experienced Service Lead - Responsible for 2+ scanners	*Achieves criteria for Step 5 before consideration to extension zones.* Regularly takes on company projects and/or is involved in Modality developments. Is trained and competent in a highly specialised area.
Deputy Charge CT Lead Coordinator **Appointed Role**	Support role direct to CT Charge		Limited leadership experience with some training required Able to support Charge while still developing (Small team less than 10 staff)	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)	*Achieves criteria for Step 5 before consideration to extension zones.* Regularly takes on regional or company projects. Develops protocols for advanced practice in the modality.
Charge CT Technologist **(Held in some regions only)** **Appointed Role**	Leadership role with direct reports. Progressed through CT/Business responsibilities		New to Charge/leadership responsibilities – some support 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 and 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 and development. Able to assist with wider regional projects/initiatives - Support leadership team (Staff responsibility of 21+ approx)	*Achieves criteria for Step 5 before consideration to the extension zone.* Regularly takes on Company Projects and is involved in modality developments.

47.3 Mammographer Remuneration/Pay steps

	Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
Role	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Extension**
Non- BSA Mammographer	46.95	48.26	49.56	50.87	52.17	54.78
BSA Mammographer	48.69	50.04	51.40	52.75	54.10	56.81
Senior Mammographer			52.59	53.98	55.36	58.13
Senior Mammographer – Advanced Practice		52.30		55.13		59.37
Mammography Service Lead /Deputy Charge			58.32	59.86	61.39	64.46
Charge Mammographer	58.88	60.51	62.15	63.78	65.42	68.69

		Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
Role	**Definition of point in career**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Extension Zone**
Non- BSA Mammographer	Qualified MIT (or RT for BSA) May undertake Xray/DEXA or Fluro in addition to mammography duties	Fully supervised positioning with another Mammographer in the room. Progressing to working alone in the mammography room, but with a Mammographer checking images before the patient leaves. Completes documentation and data input for different referral types. Eligible for 6-month review.	Supervision still occasionally required Able to carry out some routine imaging independently. Still supervised for complex exams (e.g., implants/ surgical sites) and Radiologist lead clinics. Eligible for a review within 6 months of starting on Step 2	Competent Mammographer that works independently Demonstrates basic proficiency as mammographer and competent in routine imaging. Participates in the QA and QC processes with occasional assistance and supervision as required.	Competent and experienced Mammographer Demonstrates proficiency and confident in all imaging protocols and Radiologist Lead Clinics. Training commenced with interventional procedures, including hookwires alongside the Radiologists. Participates in QA/QC programs and actively problem solves issues. Knows to escalate issues to line manager/Senior Mammographer.	Highly Experienced Mammographer. Provides oversight to staff and day to day running of a branch or site. Good knowledge of RIS and PACS systems Technically skilled. independently works alongside the Radiologist for Interventional procedures. Proficient in QA/QC work and able provide input into the Mammography protocols. Able to support other staff with QA/QC issues.	Achieves Criteria for Step 5 before consideration to Extension Zone. Participates in projects or activities that support the Branch or modality.

		Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
Role	**Definition of point in career**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Extension Zone**
BSA Mammographer	Actively working in BSA as primary role	**Fully supervised** Positioning with another Mammographer in the room. Progressing to working alone in the mammography room, but with a Mammographer checking images before the patient leaves. Completes documentation and data input for different referral types. Completing BSA qualification Eligible for 6-month review.	Supervision still occasionally required Able to carry out some routine imaging independently. Still supervised for complex exams (e.g., implants/ surgical sites) and Radiologist lead clinics. Eligible for a review within 6 months of starting on Step 2 as per 'development Completing BSA qualification	**Competent Mammographer that works independently** Has completed BSA qualification. Demonstrates basic proficiency as mammographer and competent in routine imaging. Participates in the QA and QC processes with occasional assistance and supervision as required.	**Competent and experienced Mammographer** Demonstrates proficiency and confident in all imaging protocols and Radiologist Lead Clinics. Training commenced with interventional procedures, including hookwires alongside the Radiologists. Participates in the QA/QC programs and actively problem solves issues. Knows to escalate issues to line manager/Senior QA/QC Mammographer.As above and has BSA Qualification and completes the requirements of the breast screening program	**Highly Experienced Mammographer.** Able to provide oversight to staff and day to day running of a branch or site. Good knowledge of RIS and PACS systems Technically skilled. independently works alongside the Radiologist for Interventional procedures. Proficient in QA/QC work and able provide input into the Mammography protocols. Able to support other staff with QA/QC issues. Holds post graduate BSA qualification and completes the requirements of the breast screening program	**Highly Experienced Mammographer** Achieves criteria for Step 5 before consideration to Extension Zone. Participates in projects or activities that support the Branch or modality Current Clinical Tutor Registered with provider and completing LEP's

Senior Mammographer **Appointed Role**	Experienced Mammographer Skilled and competent in all Mammography imaging and QA/QC Extensive proven experience in Mammography and holds Post Grad Qualification in Mammography			Competently and regularly inputs into a mammography service at a site. Supports senior staff with their workload. Delegates tasks that help with the running of the department such as Image quality, Health and safety rep, stock control. Provides training /support to staff. Clinical Supervisor- active registration with Post Grad Provider. (May not have any active students) Solves basic clinical problems e.g., equipment faults Documents issues appropriately and escalates to appropriate person. Provides adaptive advice to clinical staff and clinical bookings to admin team.	Taking on additional (not full) responsibility, including QC/QA, Clinical Supervision. Actively supporting the staff that oversee a required area of responsibility in a department. They do this by taking on additional tasks asked of them. In a training center- a Clinical Supervisor, registered with Post Grad Provider, that is actively supervising multiple students. Mentor staff in departmental processes.	Achieved an appointed role to full a position of responsibility, such as QC/QA, regional Clinical Supervisors/Educators. Can delegate tasks aiding area of responsibility such as monthly testing of machines, data collection for Audit purposes or training/orientating a new Mammographer. Has the authority to make clinical decisions that affect a site or staff- (e.g., machine needs servicing.	Achieves criteria for Step 5 before consideration to Extension Zone. Undertakes projects for the Charge MRT and/or company. Provides a wider contribution to the business and local area, e.g., services to tertiary Education providers. Achieved post grad qualification in an area relevant to mammography and recognised by the MRTB CPD criteria

Senior (BSA) Mammographer **Advanced Practice** **Appointed Role**	Appointed role that carries out Interventional advanced Practice. Selected by Radiologist to advance Practice.	Appointed to a Training role. Supervised. Logbook maintained. 6-month review	Appointed to a Training role. Independent practice that is still supervised in way of logbook or regular supervisor meetings. Review competence between 6months and 1 yr. after training starts.	Trained in advanced Practice. Maintaining minimum clinical hours/cases	Advanced Practitioner that has been appointed to Teach and supervises new trainees. If no new Trainees- maintains competency of the Advance practice Mammographers with CPD opportunities and clinical support.	Appointed Technical expert. Makes Protocols for advanced practice in the modality. Is involved in research.	Achieves criteria for Step 5 before consideration to Extension Zone. Takes on more than 1 area of advanced Practice (within OR across modalities)
Mammography Service Team Lead OR **Deputy Charge Mammographer of region** **Appointed Role**	Experienced MIT Appointed role. Assists Charge MRT - Rostering, processes and procedures, quality assurance and quality control. Leading staff and assisting Lead Mammographer in running of a department.			Experienced Mammographer who is leading staff and supporting the Charge/Lead Mammographer. Advises modality lead on operational issues- such as machine faults or scheduling issues. Assists Charge/Lead Mammographer in running of department. Able to manage staff issues in the absence of the Charge Mammographer or if delegated by the Charge/Lead to do so.	Competent Mammographer with experience in Leading Staff Experienced team leader competently leads staff at a site that does not offer all diagnostic/ interventional procedures. Able to oversee multiple areas within department. (e.g. QA/QC/Clinical supervision.)	Proficient Mammographer competent in Leading staff Experienced deputy team leader (BSA site Change) that can competently lead staff in a department that offers a full range of diagnostic and/or assessment procedures.	Achieves criteria for Step 5 before consideration to Extension Zone. Regularly undertakes projects and/or participates in initiatives that enhance the service delivery, quality and or performance of the branch.
Charge Mammographer or BSA Service Lead May have title	Experienced MRT/MIT Skilled in all imaging.	New to charge/leadership responsibilities	New to charge/leadership responsibilities	Experienced Charge competently provides oversight	Experienced Charge: effectively provides oversight across the	Experienced charge, Able to provide oversight to across the modality,	Achieves criteria for Step 5 before consideration

Mammographer team leader – reports directly to a Regional Manager or similar senior management position of a region **Appointed Role**	Leadership role with direct reports and responsible for modality process and procedures	- significant training/support required	- some training/support required	across the modality. Controls resourcing and all staff related issues and development. (Staff responsibility <10 approx)	modality, controls resourcing and all staff related issues and development. BSA monthly quality stats. Takes on additional regional responsibilities and supports the leadership team (Staff responsibility 10-25 approx)/Across Multiple sites)	Controls resourcing and all staff related issues & development. Able to assist with wider regional projects/initiative Support leadership team (Staff responsibility 25+ approx)/Across Multiple sites	to Extension Zone. Regularly leads projects or initiatives that enhances service delivery or the development of the modality. Supports Operations Manager/Regional Manager with business-wide projects and or other initiatives that improves productivity and performance.

47.4 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.

47.5.1 Unless inconsistent or contrary to the stated terms and conditions of this collective agreement, the remuneration policy of RHCNZ shall apply to employees covered by this collective agreement. Employees should refer to the policy for further guidance.

APPENDIX F

Allowances

Description	**Value**
Short Notice Shift Cover Allowance	$100.00
Theatre On Call Roster	$10.00 per hour
On Call 25 December	$20.00 per hour
Overnight Allowance	$75.00 (Non-taxable)
Day Allowance	$25.00 (Taxable)

Unless inconsistent or contrary to the stated terms and conditions of this collective agreement, the working allowances, and travel expenses policy of RHCNZ shall apply to employees covered by this collective agreement. Employees should refer to the policy for further guidance.

What "else" does APEX do?

- We negotiate Medical Imaging Technologists' **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.

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