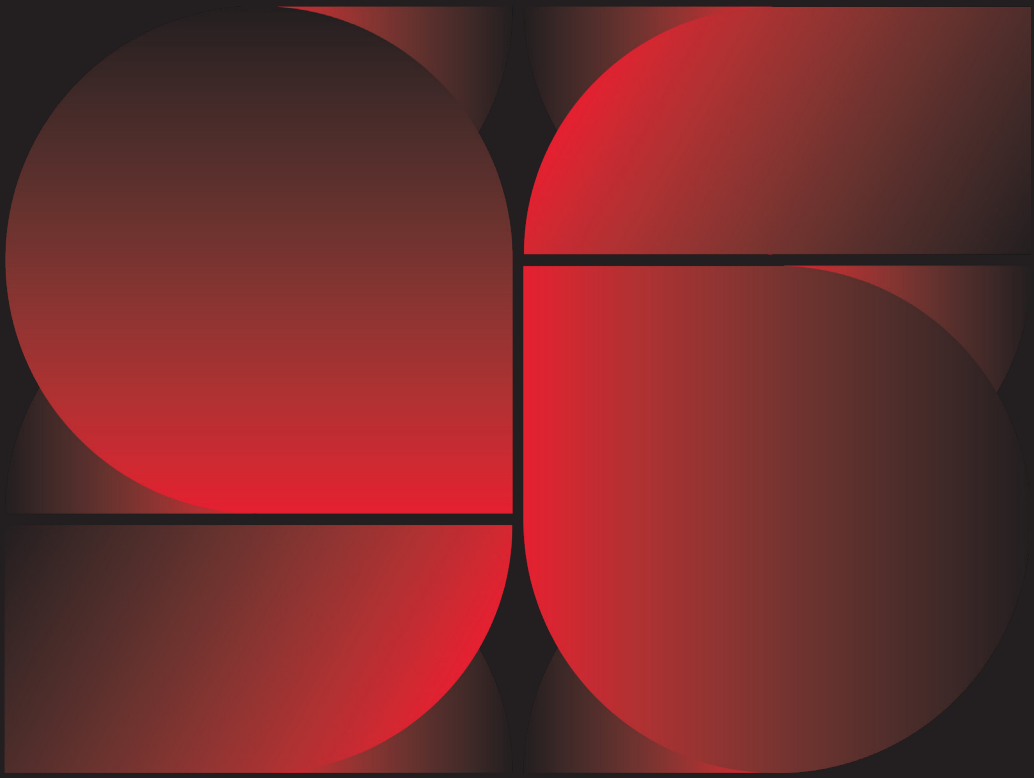
Te Whatu Ora

MEDICAL IMAGING TECHNOLOGISTS

Collective Agreement



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THE UNION FOR ALL MITs

MEDICAL IMAGING TECHNOLOGISTS

Collective Agreement

between

Te Whatu Ora

and

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Health New Zealand
Te Whatu Ora

MEDICAL IMAGING TECHNOLOGISTS COLLECTIVE AGREEMENT

Introduction

1. Health NZ and APEX share a commitment to working collaboratively and in good faith to support safe, sustainable, high-quality radiology services as part of a healthy and resilient public health system. The parties recognise the importance of supporting and retaining the Medical Imaging Technologist (MIT) workforce, including MIT students, to meet growing demand and reduce patient waiting times.

2. Health NZ acknowledges its responsibilities to support the viability of public radiology services, including ensuring equipment is safely and appropriately planned, procured, and maintained, and to support the wellbeing, recruitment, and retention of the workforce.

3. APEX acknowledges its responsibilities in representing and supporting members and in constructively engaging with the employer on matters relating to workforce planning, service improvement, and maintaining a safe and sustainable working environment

4. The parties are committed to the following desired future states:
   (a) Both parties want a relationship characterized by mutual respect for roles, working to shared goals and trusting each other in the process of achieving them.
   (b) Both parties want professional development that delivers mutual benefit, valued as work time, and maintains and updates the professional competencies of staff in a planned and predictable way, acknowledging the employers limited resources.
   (c) Both parties want salaries that attract, retain and reward staff for the skill and contribution brought to the workplace.
   (d) Both parties want a work environment that protects staff from unsafe levels of radiation and supports staff to maintain the relationship between visual acuity and effective performance.
   (e) Both parties want rosters that provide quality care to patients and meet the mix of requirements that enable the well-being of staff and an efficient system.
   (f) Both parties want to be able to meet current and future demand for services that entails a robust forecasting methodology and variance plan, integrated with what is happening elsewhere in the organisation, where demand and the supply of resources is matched.

5. The parties agree to develop and support local and national engagement and commit to:
   (a) Proactive communication that is honest, open and productive at all levels;
   (b) Respect at all levels for the roles of the parties, including the employee's rights to have and seek assistance and support;
   (c) The creation and/or utilization of local engagement opportunities so that both parties can speak freely (safely and without fear of consequences), within an environment of honesty and respect;
   (d) Issues raised are addressed and not deferred, acknowledging that the party raising the issue may not always achieve the resolution outcome they seek and will be free to pursue a solution beyond local engagement;
   (e) Local guidelines for local engagement (behaviours, safety nets, agendas) are implemented including;

- Recognition of APEX as representing MITs, and respect for the MIT's right to involve APEX;
- Acknowledgement that APEX delegates are able to provide a collective MIT view;
- That APEX delegates will need time to attend to their representative responsibilities and provision made for back filling of duties as and when required to enable this to occur;
- The Employer will facilitate APEX's role to train and support its delegates and members;
- Acknowledge that APEX delegates from Districts other than the local District in which engagement is occurring may be involved as a result of their additional skills and knowledge. The Districts shall use best endeavours to facilitate regional and national release of delegates to assist in this regard.
- Agreement over any agenda and minutes compilation, distribution and timetabling to be incorporated as felt necessary

6. The parties want rosters that provide quality care to patients and meet the mix of requirements that enable the well-being of staff and an efficient system, including:
   (a) Patients receive timely, accessible and accurate MIT interventions delivered by people with appropriate skills;
   (b) Staff are able to achieve a healthy and safe work/life balance that reflects predictable rest and recovery away from the workplace;
   (c) Systems are built and maintained that are efficient in terms of capital investment and reduce system waste.

7. The parties want to be able to meet current and future demand for services that entails a robust forecasting methodology and variance plan, integrated with what is happening elsewhere in the organisation, where demand and the supply of resources is matched.
   (a) Processes are developed and implemented to assist with the forecasting of changing demand and potential resource impacts, and improved organisation-wide awareness of priorities;
   (b) Flexibility, including effective teamwork to maximize the use of physical resources and the deployment of staff, including effective regional coordination of service delivery;
   (c) Processes to measure and reduce waste of resources.

8. The parties will work together to identify opportunities to enhance radiology capacity and resilience by:
   (a) Expanding access to seven-day radiology services where there is service demand, including increased evening and weekend capacity for non-acute work;

(b) Increasing on-duty staffing through greater use of extended service delivery models and the utilisation of evening, night and weekend shifts where appropriate, and increased service sizing to support this;
(c) Strengthening services in rural and community hospitals and improving the flexible use of imaging networks across the system where appropriate; and
(d) Ensuring sustainable staffing levels and appropriate skill mix.
(e) Recognising the contribution MITs are making to achieve the above, and ensuring they are appropriately recognised and rewarded, and supported by sustainable staffing levels, access to training and robust Health and Safety provisions.

PART ONE - APPLICATION OF COLLECTIVE AGREEMENT

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

1.0 PARTIES

1.1 This Collective Agreement shall apply to all employees who are employed or engaged to be employed for the purposes of diagnostic imaging using ionising radiation for the purposes of diagnosis, evaluation, development, undertaking and/or assisting in interventional procedures, and/or associated duties including but not restricted to the following designations:

Medical Imaging Technologists (including Grade, Staff, Professional Technical Advisors, Mammographers, Cardiology Radiographers, Team Leaders / Coordinators), Information Technology roles within Radiology Services that are performed by an employee who holds a current Medical Imaging Technologists annual practicing certificate, Radiology Clinical Assistants, Student Medical Imaging Technologists, and any employee substantially employed as one of the above but who may from time to time use different titles.

Excluding: Nuclear Medicine Technologists and Trainees, MRI Technologists and MRI Trainees, Sonographers, Medical Physicists and Medical Practitioners.

1.2 The parties to this Collective Agreement are:
(a) Health New Zealand | Te Whatu Ora (hereinafter referred to as “the employer”); and
(b) The Association of Professional & Executive Employees ((hereinafter referred to as “APEX” or “the union”).

1.3 This agreement shall be binding on the parties to it.

1.4 The parties agree that any employee who is engaged by the employer from the date this agreement comes into effect and the expiry of this agreement shall, in the first instance, be offered in writing the opportunity to become a party to this agreement. The parties acknowledge the obligations on the employer set out in s.62A of the Employment Relations Act 2000, including the timeframes therein.

2.0 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.

“Radiology Clinical Assistant” means an employee who works primarily in Radiology Services and directly assists MITs in medical imaging procedures, and performs ancillary duties that do not require registration under the HPCA.

“Clinical Tutor” means a qualified MIT who is appointed to the role and is responsible for the delivery of education and training of students on behalf of a recognized training provider.

"Clinical Supervisor" means a qualified MIT who is nominated as the 'named supervisor' and has primary responsibility for the supervision of return or overseas MITs who are required to be under supervision by the MRTB.

"Day" means a 24-hour period from the normal starting time of the employer.

"District" in the context of Health New Zealand | Te Whatu Ora means the geographic area and the related worksites of the former District Health Board (clause 12, Schedule 1, Pae Ora (Healthy Futures) Act 2022 refers).

"Emergency circumstance" means a natural disaster or civil emergency.

"Hourly Rate of pay" shall be as follows corrected to three decimal places of a dollar of the yearly rate of salary payable:

Ordinary Hours Per Week	Hourly Rate Divisor
35	1820
37.5	1950
40	2086

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

"Part-time employee" means an employee, other than a casual employee, who works on a regular basis but less than the basic hours prescribed in this agreement.

"Qualified 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.

"Unit or Area Charge" means an employee supervising an independent department in each of which imaging equipment is operated for the purpose of examination or treatment (e.g. angiography, CT, mammography, plain films, PACS), or any other employee who by reason of special duties or responsibilities is for the purposes of this agreement designated as such by the employer.

"Service" means all service as a medical imaging technologist, student medical imaging technologist, mammographer, sonographer, trainee sonographer, dark room technician, MRI technologist, nuclear medicine technologist, clinical assistant, in health and service teaching imaging technology and/or sonography unless specifically stated otherwise in this collective agreement. Provided that existing employees shall have all previous service under a previous employment agreement recognised.

"Shift Work" is the same work performed by 2 or more employees or 2 or more groups of employees working successive periods.

"Student" means a person who whilst employed is concurrently undergoing a course of training leading to a qualification in Medical Imaging Technology that is recognised by the Medical Radiation Technologists Board (or equivalent) as registerable.

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

- Written student assessments;
- Longitudinal Evaluation Programmes (LEPs);

- Is involved in final practical and oral assessments (SOAP @Unitec; SPA @ ARA; CBA @ UCOL).

A student assessor is not an MIT who agrees to assess a student's competency in relation to a patient examination.

"Team Leader / Operations Coordinator / Grade medical imaging technologist' means a charge medical imaging technologist.

"**Training school"** means an institution recognised by the Minister of Education as a training school for medical imaging technologists.

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

"Whole time employee" means an employee who works not less than the basic hours set out under "hours of work' in this agreement.

PART TWO - PROVISIONS RELATING TO HOURS OF WORK

3.0 HOURS OF WORK / ROSTERING / SAFE STAFFING

Preamble:

The employer is required to take all practical steps to prevent harm occurring to employees from the way work is organised. The employer is committed to safe staffing levels and appropriate skill mix. There shall be regular monitoring and any identified staffing deficiencies shall be addressed. Health NZ will take all reasonable and practicable steps to ensure that vacancies are filled as soon as they occur or are reasonably foreseen.

In designing and implementing shift rosters to meet service needs, the employer shall ensure the disruption, personal health effects and fatigue associated with shift work are minimised for the group of workers involved.

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

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

3.2 Ordinary Hours of Work shall be as follows:

Ordinary hours of work shall be 80 per fortnight, and not more than 8 hours per day.

An employee shall be entitled to either 2 periods of 2 consecutive days off each fortnight, or by mutual agreement 3 consecutive days off (inclusive of a weekend, unless otherwise agreed in writing) and one further day off during the fortnight.

Provided, however, that in emergency circumstances, the employer may require an employee to work at other times and for periods other than those specified.

3.3 Except that the employer and employee may by mutual agreement work up to 10 hours per day. Such an agreement must be recorded in writing and must involve the prior consultation with APEX.

3.4 Rosters will be notified not less than 28 days prior to the commencement of the roster and show duties for a minimum eight-week period, provided that less notice may be given in exceptional circumstances.

3.5 The normal working week shall commence on Monday at the normal starting time of the employer.

3.6 Each daily duty shall be continuous except for meal periods and rest breaks.

3.7 Where a weekend on call is worked and the cumulative number of hours worked over that weekend is greater than 14, the employee shall be entitled to the subsequent Monday as a paid day off. To facilitate staffing this day may be moved to the Tuesday after the weekend worked, by agreement.

- For the sake of clarity:

- "hours worked" means from the beginning of a call back when the employee receives the call, to the end of that call back when the employee returns home to a maximum 20 minutes travelling time each way.
- This provision shall only apply where an employee is rostered to work for 12 consecutive days counting the weekend days on call.

- This clause shall only apply to employees who work 0.9 FTE or greater (35 hours per week or greater) and those employees grand-parented as full time employees whilst working less than 40 hours by virtue of clause 3.1(i).
- For those part time employees working less than 0.9 FTE (less than 35 hours per week), this clause will apply where reasonable grounds on the basis of health and safety arise.
- For the purposes of this clause the weekend shall comprise the 48 hour period commencing at midnight Friday/Saturday.
- Further measures for managing fatigue may be relied upon as reflected in Cl.7.5.2.2.

3.8 Shift swaps: Employees may change duties one with another by mutual arrangement and with the prior approval of the employer. This approval will not be unreasonably withheld. In most circumstances the change must be with an employee of equivalent skills.

Change of duty: When a change of duty is agreed due to service demands or at the request of the employer within 7 days of the duty being worked, the duty shall be paid at overtime rates for all hours worked.

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

- No more than 4 consecutive night shifts.
- 3 sleeps after nights (if less than 3 night shifts, 2 sleeps off).
- Overnight on call should not be followed by a pm (late or afternoon) shift.
- No more than 7 days rostered in a row (ideally 5).
- Call rosters should be considered as if duty rosters to ensure the impact on the MIT is appropriately considered.
- Two consecutive days off a week.
- No more than 1 weekend rostered on call in every 4 consecutive weekends.
- Forward rotating shift patterns.
- Fewer shift changes as possible.
- One work period per 24 hours – no split shifts.
- No more than 4-night shifts in every 4 weeks.
- No more than 2 weekends rostered on duty in every 6 consecutive weekends (being rostered to only 1 day on a weekend is still considered being rostered on duty for the weekend).

3.10 Night rosters shall provide for a sleep day (that being the 24-hour period following the cessation of the night duty and not being a rostered day off) and as a minimum one further day off after any period of consecutive night duties.

3.11 Any of the hours of work provisions prescribed in this clause may be varied by agreement in writing between the employer, the employees directly affected and APEX.

3.12 The parties agree that it is undesirable to roster employees to work more than 7 consecutive days in a row.

3.13 In accordance with Part 6AA (Flexible Working) of the Employment Relations Act, an employee may request a change to their work pattern either for a fixed period, for example (but not limited to) while pregnant, or permanently. This may be supported by advice from a health professional. Arrangements are to be agreed between the line manager and employee. If the advice of the health professional recommends a change to their work pattern, shifts worked or number of hours, this will be taken into consideration by the employer.

3.14 The employer will ensure workplaces are providing appropriate opportunities for remote and hybrid working in accordance with local policies. Arrangements consistent with these policies will be agreed between the employer and employee.

4.0 MEAL PERIODS AND REST BREAKS

4.1 Except when required for urgent or emergency work and except as provided in 4.3 below, no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.

4.2 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.

4.3 An employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time.

4.4 Employers that currently provide a meal to employees at the employer's expense shall continue to do so.

4.5 Except where provided for in 4.3 above an employee unable to take a meal after five hours' duty shall be paid at time-half rate in addition to normal salary from the expiry of five hours until the time when a meal can be taken. Except that on Saturdays, Sundays and Public Holidays an employee shall be paid at time half (T1/2) in addition to normal salary.

4.6 During the meal break or rest breaks prescribed above, free tea, coffee, milo, milk and sugar shall be supplied by the employer. Where it is impractical to supply tea, coffee, milk, milo and sugar free of charge, an allowance of $11 per week in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay.

PART THREE - RATES OF REMUNERATION

5.0 SALARIES AND WAGES

5.1 Placement of New Employees on Salary Scales:

(a) When determining the appropriate placement of new employees on the automatic steps of any scale the employer will take into account the employee's years of experience in the occupation.

(b) The employer may place a new employee on a higher step than determined by their previous experience in the occupation where they consider justified by the degree of difficulty in recruiting for specific skills and/or experience required for the position.

(c) Placement of new employees will take into account the placement of current employees employed in the same role.

(d) Recognition of previous service for salary purposes shall include all service as defined in clause 2.0 Definitions. In addition, where an employee has not worked as they have undertaken a course of study approved by the employer, that period shall be regarded as continuous service.

(e) A new graduate Medical Imaging Technologist who was previously employed on the Radiology Clinical Assistant salary scale on step 3 and is subsequently appointed to a qualified Medical Imaging Technologist position will not have their salary reduced.

5.2 The following salary scales are the minimum rates applicable.

5.3 Employees on full-time study leave with or without pay shall continue to receive annual increments to which they would otherwise be entitled.

5.4 Medical Imaging Technologists

5.4.1 Salary scales (40 Hours)

Step	03-Feb-25	6-Jul-26	5-Jul-27	
Recognition step 10	$116,390	$119,300	$121,686	R
Recognition step 9	$113,300	$116,133	$118,455	R
APS step 8	$110,210	$112,965	$115,225	APS
Step 7	$107,600	$110,290	$112,496	A
Step 6	$104,794	$107,414	$109,562	A
Step 5	$100,163	$102,667	$104,720	A
Step 4	$94,394	$96,754	$98,689	A
Step 3	$88,627	$90,843	$92,660	A
Step 2	$82,856	$84,927	$86,626	A
Step 1	$77,087	$79,014	$80,594	A

A = Automatic Annual Progression; APS = Additional Progression Step; R = Recognition Progression

The salary scales for employees who work 37.5 and 35 hours per week can be found in Appendix 2.

Progression

5.4.2 For steps 1 – 7 inclusive, progression will occur by annual increment at anniversary date. Employees who work on-shift rosters with both night shifts and weekend shifts shall be

entitled to progress a further step to a maximum of Step 8. Progression to Step 9 will be through the Recognition Step progression process outlined in Appendix 1 of this CA.

5.4.3 Additional Progression Step (APS)

(a) Unless otherwise provided in Appendix 1, progression from Step 7 to the Additional Progression Step 8 is dependent on the achievement of agreed objectives, which are set prospectively when the employee reaches Step 7. These objectives should align with the qualities of an experienced practitioner, with the appropriate level of the Guidelines of Expectation of Professional Practice (GEPP) document which provides guidance on these and reflects the expected professional/technical skills and personal attributes.

(b) The parties acknowledge that it is the individual employee's decision and responsibility to initiate the processes associated with the additional progression step. To commence the process the employee will write to the team leader/ manager requesting a meeting to set objectives.

(c) The discussion and setting of objectives for additional progression would normally occur in conjunction with the employee's annual performance review.

(d) In the event that the manager and the employee cannot agree on the objectives the employee may consult with the relevant union. If there is still no agreement the manager will set the objectives. This objective setting process is to be completed in three months of the employee requesting the meeting.

(e) The assessment against these objectives shall commence 12 months after the objectives have been set. Any movement arising from this assessment shall be effective from 12 months after the date the employee wrote to their team leader/manager under clause 5.1.2(b) above, provided that:

i. Progression shall not occur earlier than the anniversary date of the employee's movement to the top automatic step.

ii. Progression will not be denied where the employer has failed to engage in the objective setting process and/ or the assessment of whether or not the objectives have been achieved.

iii. Progression to the additional progression step is not available to employees who are below Step 7.

5.4.4 Progression – Recognition Steps

(a) The two recognition progression steps (steps 9 and 10) provide those practitioners in a non-designated role with a pathway for career progression and salary review appropriate to their individual, profession and service requirements.

(b) The process for access to and progression through the Recognition Steps is set out in Appendix 1 to this Agreement.

(c) MITs required to comply with the national policy and quality standards prescribed by BSA shall be entitled to be paid one step above their existing salary and can then

auto-progress up to a maximum of Recognition Step 10 (note – a BSA Mammographer is not required to work in another modality to progress to Recognitions Step 10).

5.4.4.1 Dual Modalities

(a) To recognize increased skills and flexibility, those employees (subject to Exceptions below) who:

(i) are available and work across more than one skill set (for the purposes of this clause a skill set shall include CT, Angiography, PACS administration, Mammography, Plain Films (including CR)); or

(ii) achieve a relevant post graduate diploma (or equivalent) in diagnostic general imaging,

shall be entitled to be paid two steps above their existing salary and can then auto-progress up to a maximum of Recognition Step 9.

Progression to Step 10 will be through the Recognition Step progression process outlined in Appendix 1 of this CA, except progression to a maximum of Step 10 will be automatic for employees who:

(i) work on-shift rosters with both night shifts and weekend shifts and are dual modality; or

(ii) who work across three modalities.

Exceptions:

(i) Nothing in this clause shall require an employee to be available to work in more than one skill set where agreement between the individual employee and employer to work in only one skill set exists.

(ii) Employees who only work in plain film with no post graduate diploma (or equivalent) shall not receive the additional step.

(iii) Nothing in clause 5.4.4 shall apply to unit, area charge or charge MITs.

5.5 Designated positions

Salary scales (40 hours)

Designated Grade	Step	3-Feb-2025	6-Jul-26	5-Jul-27
Designated F	4*	$151,410	$155,195	$158,299
	3	$147,290	$150,972	$153,992
	2	$143,170	$146,749	$149,684
	1	$139,050	$142,526	$145,377
Designated E	3	$139,050	$142,526	$145,377
	2	$135,960	$139,359	$142,146
	1	$132,870	$136,192	$138,916

Designated D	**3**	$132,870	$136,192	$138,916
	2	$130,295	$133,552	$136,223
	1	$127,720	$130,913	$133,531
Designated C	**3**	$127,720	$130,913	$133,531
	2	$125,145	$128,274	$130,839
	1	$122,570	$125,634	$128,147
Designated B	**3**	$122,570	$125,634	$128,147
	2	$119,995	$122,995	$125,455
	1	$117,420	$120,356	$122,763
Designated A	**3**	$117,420	$120,356	$122,763
	2	$114,330	$117,188	$119,532
	1	$111,240	$114,021	$116,301

The salary scales for employees who work 37.5 and 35 hours per week can be found in Appendix 2.

5.5.1 Progression and placement – Designated Positions

(a) These are positions that have been formally established as Designated Positions by the employer. Designated Positions are positions commonly involving both advanced clinical/technical practise /leadership and/or management responsibilities. Holders of Designated Positions usually have job titles, for example Charge, Clinical Educator, Clinical Coordinator, and appointment normally occurs after advertising of the position.

(b) The employer will determine the appropriate band for a Designated Position having regard to the duties, responsibilities and scope of the position relative to other positions with the employer. Provided that any employee who is:

(i) A Charge Medical Imaging Technologist shall be paid on minimum of Designated Band D or E.

(ii) A Unit/Area Charge or Advanced Clinicians shall be paid a minimum of Designated Band C or D.

(iii) A Clinical Tutor, Clinical Educator, Clinical Co-ordinator, and Deputy Unit/Area Charges shall be paid a minimum of Designated Band B or C.

(c) The parties acknowledge that Health NZ intends to introduce a common job sizing methodology for Designated positions to assist in determining appropriate allocation to a Designated band. Health NZ will engage with the APEX throughout this process.

(d) Progression through the steps included **within** each grade will be on an annual basis, on the employee's anniversary date, subject to satisfactory performance

which will be assumed to be the case unless the employee is advised otherwise. Progression does not occur beyond the top step of each grade.

(e) Movement between designated salary scale grades shall only be on the basis of appointment to a higher graded position.

5.6 Radiology Clinical Assistants

Step	03-Feb-25	6-Jul-26	5-Jul-27
Step 5	$86,719	$88,887	$90,665
Step 4	$82,785	$84,855	$86,552
Step 3	$79,039	$81,015	$82,635
Step 2	$75,471	$77,358	$78,905
Step 1	$72,074	$73,876	$75,353

5.6.1 The above reflect full time salary rates and shall be pro rata for those remaining on 37.5 or 35 hours as full-time employees.

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

5.7 Designated Radiology Clinical Assistants (40 hours)

Step	6-Jul-26	5-Jul-27
Designated 4	$100,296	$102,302
Designated 3	$96,737	$98,672
Designated 2	$94,043	$95,924
Designated 1	$91,427	$93,255

Movement into the designated salary scales and movement through the designated salary scale is by appointment to a higher graded position. Progression does not occur between the designated salary scales.

6.0 EMPLOYMENT OF STUDENTS

6.1 Students taking part in rostered clinical-based training may be rostered for any 8-hour shift between 0700 – 2230 Monday to Sunday as required by the employer and third year students may be rostered to nights.

6.2 Students rostered between 0700 – 2000 Monday to Friday shall not be paid where they are supernumerary and under on-site supervision of a registered Medical Imaging Technologist.

6.3 Rostered hours will be paid and counted towards clinical placement hours where:

a. the hours fall outside 0700 and 2000 Monday to Friday; including weekend shifts and night shifts (or part thereof) or
b. student are not supernumerary and are performing the duties of an MIT under onsite supervision.

6.4 Students will be offered employment during semester or course block breaks in Auckland, Northland, Waitemata and Waikato Districts.

6.5 All other Districts may employ students during semester or course block breaks. The employment of students will ideally be confirmed with 8 weeks' notice. Upon successful employment, shifts as agreed between the employer and the student may be scheduled during semester breaks, in line with rostering provisions. This does not preclude shifts being offered to MIT students with less than 8 weeks' notice.

6.6 Rostering will be undertaken in consultation with the student and, where appropriate, the relevant training provider and APEX. Where practicable, rostering will take into account the student's preferences and circumstances.

6.7 Any significant changes to student rostering practices will be done in consultation with APEX and the training provider.

6.8 Whilst employed to perform work as per clause 6.3, students will be remunerated on the Clinical Assistants Scale in 5.4 with their year corresponding to the salary step (to a maximum of step/year 3) and will be entitled to all conditions of employment on a pro rata basis.

7.0 OVERTIME AND PENAL TIME

Overtime

7.1 Overtime is time worked in excess of the ordinary hours of work as set out in clause 3, when such work has been properly authorised. Overtime is paid at the following rates:

(a) overtime worked on any day from midnight Sunday/Monday to midnight on the following Friday/Saturday shall be paid at one-and-a-half times (T1.5) the employee's ordinary hourly rate of pay for the first three hours, and at double (T2) the ordinary hourly rate of pay thereafter.

(b) except that overtime worked:

(i) from 2200 to the completion of a rostered night duty Sunday to Friday, or
(ii) from midnight Friday/Saturday to Midnight Sunday/Monday, or
(iii) on a public holiday

shall be paid at double (T2) the ordinary hourly rate of pay.

In lieu of payment for overtime, the employer and employee may jointly agree for the employee to take equivalent (that is, on an hour for hour basis) paid time off work at a mutually convenient time.

Penal Time

7.2 Penal rates are payable for ordinary hours of work, rostered during the applicable weekend, night or public holiday period. Overtime and penal rates shall not be paid in respect of the same hours; the higher rate will apply.

Except as provided for in Schedule 4 the following rates shall apply.

7.3 **Weekend Rates**

From midnight Friday/Saturday to midday Saturday at time and a half the ordinary hourly rate of pay (T1-½) for the first three hours and at double the ordinary hourly rate of pay (T2) thereafter. From midday Saturday to midnight Sunday/Monday at double the ordinary hourly rate of pay (T2).

7.4 **Night Rate and Night Allowance**

A night rate applies to ordinary hours of duty (other than overtime) that fall between 2000hrs and until the completion of a rostered night duty from midnight Sunday/Monday to midnight Friday/Saturday and shall be paid at time and a quarter the ordinary hourly rate of pay (T1.25).

(a) The minimum payment under this provision shall not be less than the payment for two hours at T1.25 of the ordinary hourly rate even if the part of a shift which falls between the hours of 2000 hours and 0600 hours is less than two hours worked.
(b) Night rate is not to be paid for the same hours as either overtime or penal (weekend or public holiday) rates.
(c) Night allowance – in addition an employee who is rostered to work night shifts where the substantial number of hours falls between 2000 and 0700 the following day shall be paid a night rate allowance of $80 per night for that shift.

7.5 Minimum Break Between Spells of Duty

7.5.1 A break of at least nine (12 in Waitemata District) continuous hours must be provided wherever possible between any two periods of duty of a full shift or more.

7.5.2 Periods of a full shift or more include:

(i) Periods of normal rostered work; or
(ii) Periods of overtime that are continuous with a period of normal rostered work; or
(iii) Full shifts of overtime/call-back duty.

7.5.2A If a call-back of less than a full shift is worked between two periods of duty of a full shift of more, a break of nine-continuous hours must be provided either before or after the call-back. If such a break has been provided before the call-back it does not have to be provided afterwards as well, except for those employees who are called back between 2200 hours and 0600 hours, for whom the break must be provided after the call back unless otherwise mutually agreed.

7.5.2B If, despite any break provided, the MIT considers they are still too fatigued to return to work and work safely then they shall raise this with their immediate manager and arrangements shall be agreed to address and mitigate the personal and professional risks associated with this situation. These arrangements may include not being required to work the balance of their rostered shift without deduction or loss of pay.

7.5.3 This requirement to provide a break wherever possible applies whether or not any additional payment will apply under the provisions of this clause.

7.5.4 If a break of at least nine continuous hours cannot be provided between periods of qualifying duty, the duty is to be regarded as continuous until a break of at least nine continuous hours is taken and it shall be paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime which precedes it.

7.5.5 The additional payment provisions of this clause will not apply in any case where the result would be to give an employee a lesser payment than would otherwise have been received.

7.5.6 Time spent off duty during ordinary hours solely to obtain a nine-hour break shall be paid at ordinary time rates. Any absence after the ninth continuous hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.

7.5.7 Authorised absences, either with or without pay, are as provided for in this agreement and shall be counted as actual hours worked for the purposes of calculated overtime.

8.0 WEEKEND WORK PENALTY CLAUSE

8.1 For the purpose of this clause a weekend duty means period on call or on duty in which the majority of hours fall between 1630 hours Friday and 0800 hours Monday.

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

8.3 This clause shall not apply to employees who are employed to work solely on weekends or where fixed ordinary hours/days of work include a weekend (non rotating).

9.0 ON CALL

9.1 An employee who is instructed to be on call during normal off duty hours shall be paid an on-call allowance of $8.00 per hour except on public holidays when the rate shall be $10.00. The on-call rates are payable per roster, per employee, per day.

9.2 When an employee is required to be on call, a cell phone shall be made available to the employee for the period of the on-call period, at no expense to the employee.

9.3 Employees who are on call will accrue additional leave at a rate of 1 day leave for every 230 qualifying hours on call, up to a maximum of 5 days leave (1150 qualifying hours on call) per annum.

9.4 Computer calls: Where the employer requires an employee to log on to the employer's computer system, having left their place of employment, they shall be paid a minimum of three hours at T2, on the same terms as set out in this clause.

9.5 Where an employee is called back to duty outside that employee's rostered hours of work the employee shall be reimbursed actual and reasonable expenses for transport to and from call duty.

Part-time employees (call-backs) - Where part-time employees are part of an official on call roster and are called out from their place of residence, they shall be paid on the basis of a

minimum number of hours as per the table below at the rates outlined in schedule 4. The length of the call would be measured in respect of actual time worked and travelling time from the place of call to the place of duty and return to the place of call or residence. The minimum payment prescribed shall apply to each recall, except that call-outs commencing and finishing within the minimum period covered by an earlier call-out shall not attract any additional payment.

9.6 Nuisance calls: Where an employee is called by the employer when not rostered on call or duty but having left the place of employment, the employer shall incur a penalty of $250, per such call made. The employee shall report the incident to their service manager who must ensure that systems are put in place to prevent a repeat of the nuisance call.

9.7 Except for MITs employed at Taranaki Base Hospital or in the West Coast District, an employee shall be paid for a minimum of three hours or for actual working and traveling time, whichever is the greater, at the appropriate rate, when the employee is called back to work:

- after completing the day's work, and
- having left the place of employment,

Except

- where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back.
- where a callback continues uninterrupted into the employee's normal rostered shift, the callback is treated as continuous with the rostered shift. In this situation, the 3-hour minimum payment does not apply, and the actual hours worked before the rostered shift is paid at the applicable overtime rates.

Previous arrangements shall continue for MITs employed at Taranaki Base Hospital or in the West Coast District (see Schedule 4). These will be reviewed at the next negotiations.

10.0 HIGHER DUTIES ALLOWANCE

10.1 Where the employer requires an employee to substantially perform the duties and carry the responsibilities of a position of a class or grade higher than the employee's own or where an employee is temporarily appointed to a higher graded position for three days or more, the employee will receive for the whole period the salary and conditions of the position to which they are temporarily appointed or performing.

10.2 The salary payment shall be the minimum salary the employee would receive if appointed to that position.

10.3 Where the employer requires an employee to co-ordinate a shift or shifts for less than three days (1 day in Waitemata and Whanganui Districts) in the absence of an employee appointed for that purpose, they shall be paid an allowance of $30.00 per shift in addition to the remuneration normally paid for such a shift.

10.4 Employees in non-designated roles who perform the role of a Clinical Supervisor will be eligible for a higher duties allowance equivalent to the difference between their current salary step and 1 step above up to a maximum of Recognition Step 10. This allowance is only payable for periods of active supervision and will cease during any period where active supervision is not required.

11.0 REIMBURSEMENT OF EXPENSES ON EMPLOYER BUSINESS

11.1 Employees who use their private motor vehicle on employer business shall be paid a motor vehicle allowance as promulgated from time to time by the IRD in terms of the agreed formula.

11.2 When employees are instructed to leave and return to their normal place of work on the same day on employer business, they shall be reimbursed for actual and reasonable expenses.

11.3 In all other circumstances with the prior approval of the employer, actual and reasonable expenses incurred while on the business of the employer shall be reimbursed.

11.4 Employees who are required by the employer to travel and stay away from their normal place of work may claim reimbursement of their accommodation costs on an actual and reasonable basis on presentation of receipts. In addition, employees shall be paid an allowance of $62.40 per day (except where an employer provides a higher payment prior to the coming into force of this agreement, the employer shall continue to pay at that higher level and this clause shall not apply), (no receipts shall be required) to cover incidental costs including meals.

For the sake of clarification, the payment of $62.40 per day as set out above shall also be paid for each day or part therefore where an employee has been required to travel and stay away overnight from their normal place of work. As an example, where an employee travels away on a Monday from their normal place of work, stays away from home overnight and returns to work/home on Tuesday, they shall receive $62.40 x 2.

12.0 MEAL ALLOWANCE

A shift worker who works a qualifying shift or more and who is required to work more than one hour beyond the end of any shift (including an ordinary day), (excluding any break for a meal), shall be paid a meal allowance of $11.00 or, at the option of the employer, be provided with a meal.

Where the employer provides a meal in lieu of payment of the allowance, the meal should be appropriate to any dietary requirements of the employee. The allowance shall be paid where an individual's dietary requirement can't be met. Concerns about the adequacy of meals provided under this clause shall be raised with the service manager.

13.0 FORENSIC INVESTIGATION ALLOWANCE

An employee who is required to perform a radiological procedure as part of a post-mortem examination shall be provided the equivalent time off (but no less than 30 minutes) within 48 hours of the procedure being performed. Where this is impractical, as a consequence of workloads in the relevant department, an allowance of $100 shall be paid per employee (to a maximum of 2 employees) required to perform the procedure.

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

14.0 RETIRING GRATUITIES

As part of the settlement of this MECA, the parties have identified those employees with a continuing entitlement to a retiring gratuity. A letter confirming their entitlement shall be

placed on each individual's personal file and a copy held by APEX. In the event of a future dispute over entitlement, the provisions of the MECA in force immediately prior to this (dated 1 October 2013 to 7 October 2015) shall apply.

Retiring gratuities for employees of South Canterbury, Waitemata and Northland Districts continue to be provided for in schedule 1.

PART FOUR - PROVISIONS RELATING TO LEAVE

WHOLE HOLIDAYS

15.0 ANNUAL LEAVE

15.1 Employees shall be entitled to four (4) weeks annual leave, taken and paid in accordance with the provisions of the Holidays Act 2003, except that on completion of five (5) years' service as defined by clause 2.0, the employee shall be entitled to five (5) weeks annual leave.

For the purpose of calculating service, time taken on leave without pay in excess of three months on any one occasion (except for Parental Leave) shall be excluded. Except that where the employee remains engaged on MIT work or study whilst absent, the period of three months shall extend to twelve months.

15.2 Conditions:

15.2.1 The term "leave year" means the year ending with the anniversary date of the employee's appointment.

15.2.2 The employer may permit an employee to take annual leave in one or more periods.

15.2.3 The employer may permit all or part of the annual leave accruing in respect of a leave year to be postponed to the next following year, but the annual leave entitlement at any one time shall not exceed the total of annual leave accruing in respect of two leave years.

Provided that, where an employee is on continuous leave without pay due to illness or accident the employee will be permitted to take or accumulate leave for up to two years. After this, an employee will not qualify for any further period of leave until duty is resumed.

15.2.4 When an employee ceases duty, salary shall be paid for accrued annual leave and the last day of service shall be the last day of such accrued leave.

15.2.5 Within two weeks of receipt of a written application for planned leave from an employee, the employer shall respond in writing confirming approval for the leave or stating the reasons leave is unable to be taken.

15.2.6 Except where the employer approves, where an employee is absent on special leave, whether with or without pay (i.e., including leave for study awards but excluding sick, accident or military leave) for an intermittent or continuous period of more than 35 days (including Saturdays and Sundays) during a leave year, annual leave shall be reduced in accordance with the scale below.

Note: A "study award", for the purpose of this sub clause shall be deemed to be a full-time course of study at a tertiary educational institute, during which the employee is able to take advantage of the mid-term holidays available to other full-time students of that institute. It shall not include leave to attend organised classes, lectures, block courses or examinations required for the attainment of essential basic qualifications.

15.2.7

Days of Absence (including Saturdays and Sundays)	Annual Leave Entitlement to be reduced by the number of working days shown below.		
Days	**4 Weeks**	**5 Weeks**	**6 Weeks**
0-35	-	-	-
36-71	2	2.5	3
72-107	4	5	6
108-143	6	7.5	9
144-179	8	10	12
180-215	10	12.5	15
216-251	12	15	18
252-287	14	17.5	21
288-323	16	20	24
324-359	18	22.5	27
360-365	20	25	30

15.3 Every part-time employee will be entitled to annual leave as prescribed. Salary during leave will be paid for the employee's usual working week.

15.4 Anticipation of annual leave for overseas trip - An employee with over 20 years' current continuous service may anticipate one year's annual leave entitlement for the purpose of taking a trip overseas

15.5 Payment in lieu of annual leave for casual employees – notwithstanding clause 15.1, casual employees shall be paid 8% of gross taxable earnings in lieu of annual leave, to be added to each fortnightly wage payment, where they meet the requirements of s.28 of the Holidays Act 2003.

15.6 Leave without pay in relation to annual leave entitlement - An employee who is granted leave without pay and who remains in the service of the employer, will, except where provision is made otherwise, have such leave counted as service for annual leave purposes.

15.7 Extra leave for shift workers

15.7.1 "Shift work" is defined as the same work performed by two or more workers or two or more successive sets or groups of workers working successive periods.

Employees who are shift workers may be granted up to one week (five working days) additional annual leave on completion of 12 months' employment on shift work (or pro rata according to proportion of the year on shift work) in accordance with the provisions outlined below:

(A) Any shift work performed during a period which is not overtime that meets any of the following criteria qualifies for additional leave:

(a) the shift work performed each day:

(i) extends over at least 13 continuous hours, and

(ii) is performed by two or more workers working rostered shifts, and

(iii) the shift involves at least two hours of work performed outside the hours of 8 a.m. to 5.00 p.m.

(b) the shift work does not extend over at least 13 continuous hours each day but at least four hours of the shift work are performed outside the hours of 8 a.m. to 5.00 p.m.

(c) the shift work performed:
(i) is rostered and rotating, and
(i) extends over at least 15 continuous hours each day, and
(iii) not less than 40% of the hours worked in the period covered by the roster cycle is outside the hours of 8 a.m. to 5.00 p.m.

The following additional leave is granted:

Number of qualifying shifts per annum	Number of days additional leave per annum
121 or more	5
96-120	4
71-95	3
46-70	2
21-45	1

Provided however that staff who do not qualify for a full extra week's leave in accordance with the above scale may alternatively qualify under one of the following criteria:

(B) Shift workers who work alternating shifts may qualify for additional leave according to the number of shift changes occurring during the year provided that employees who alternate on shifts which fall wholly between the hours of 6 a.m. and 6 p.m. will not qualify for extra leave.

(a) Where the roster requires the shift worker to change as frequently as every week or less frequently (e.g., every two weeks), the following pro rata scale will apply:

Shift Changes each year	Number of days additional leave per annum
40 changes and over	5
32-39 changes and over	4
24-31 changes and over	3
16-23 changes and over	2
8-15 changes and over	1

(b) Where the roster requires the shift worker to change more frequently than every week (i.e.: every day or every other day, etc.), the following pro rata scale will apply:

Number of weeks in leave year employed on such rosters	Number of days additional leave per annum
40 weeks and over	5
32-39 weeks	4
24-31 weeks	3
16-23 weeks	2
8-15 weeks	1

Provided that, where circumstances require, clauses (B) (a) and (b) shall be applied cumulatively but not concurrently in respect of a single leave year.

(C) Shift workers who work ordinary hours of work which regularly commence up to three hours prior to 6 a.m. or finish up to three hours later than 6 p.m. may also be

considered for additional leave. The amount of leave will have regard to the following pro rata scale:

Number of weeks on "early" or "late" duties each year	Hours outside 6 a.m. or 6 p.m.	Extra leave per annum
40 or more weeks	Two hours up to three hours	5 days
	One hour up to two hours	4 days
30-39 weeks	Two hours up to three hours	4 days
	One hour up to two hours	3 days
20-29 weeks	Two hours up to three hours	3 days
	One hour up to two hours	2 days
15-19 weeks	Two hours up to three hours	2 days
	One hour up to two hours	1 day

15.7.2 An employee who is regularly required to work ordinary fixed hours of work which commence after 6 p.m. but are not part of a rostered shift system will not qualify for additional leave.

15.8 Long Service Leave

Long service leave as follows shall be allocated to the employee, on the basis of the employee's FTE status at the time of taking the leave, and paid in accordance with the provisions of the Holidays Act 2003:

15.8.1 on the completion of ten (10) years of current continuous service (as defined below), two weeks of long service leave; and

15.8.2 on each subsequent five (5) years of current continuous service (as defined below), one weeks of long service leave.

15.9 For the purposes of clause 15.8, "current continuous service" means unbroken service with the employer starting from 1 July 2007 subject to clause 15.10 below in respect of employees with a previous entitlement to long service leave. For the purpose of calculating current continuous service, time taken on leave without pay in excess of three months on any one occasion (except for Parental Leave) shall be excluded.

15.10 The provisions of clause 15.8 are intended to replace any employees' previous entitlement to long service leave provided that, where an employee had a previous entitlement under a previous employment agreement, the following shall apply:

15.10.1 The employee's current continuous service shall be deemed to commence on the date upon which service was deemed to commence under the previous entitlement;

15.10.2 The employee's long service leave shall be calculated in accordance with clause 15.8; and

15.10.3 Any long service leave that the employee has received under the previous entitlement shall be deducted from the allocation under clause 15.8 and any residue shall be allocated to the employee.

15.11 Long service leave must be taken in one period (except that an employee recalled from leave because of an emergency is entitled to resume leave after the emergency) and at a time mutually convenient to the employer and employee within 5 years of allocation.

15.12 The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.

16.0 PUBLIC HOLIDAYS

16.1 In accordance with the Holidays Act 2003, the following days will be observed and paid as Public Holidays (noting that no employee is entitled to observe any public holiday twice):

New Year's Day	2 January
Waitangi Day	Good Friday
Easter Monday	ANZAC Day
Matariki	Sovereign's Birthday
Labour Day	Christmas Day
Boxing Day	Anniversary Day (as observed in the locality concerned)

16.2 In order to maintain essential services, the employer may require an employee to work on a day that a Public Holiday is observed (which includes a Public Holiday whose observance is transferred to the Monday or Tuesday) if that day would be an Otherwise Working Day for the employee.

16.3 **Working on a Public Holiday**

Where an employee is required to work on a day that is a Public Holiday for them then, subject to that day being an Otherwise Working Day for the employee, they:

a. Will be paid at double their ordinary hourly rate of pay (T2) for each hour worked; and
b. Will be granted an Alternative Holiday.

16.4 On-call on a Public Holiday

16.4.1 Where an employee is required to be on call on a day that is a Public Holiday for them and is called into work they shall, subject to that day being an Otherwise Working Day for the employee:

(a) Be paid for the hours rostered on call at the appropriate Public Holiday on call rate (per clause 9)
(b) Be paid for call outs, in accordance with clause 9.6
(c) Be granted an Alternative Holiday.

16.4.2 Where an employee is required to be on call on a day that is a Public Holiday for them, but is not called back into work, they shall, subject to that day being an Otherwise Working Day for the employee:

(a) Be paid for the hours rostered on call at the appropriate Public Holiday rate (per clause 9)
(b) Be granted an Alternative Holiday.

16.4.3 If the Public Holiday is an Otherwise Working Day for the employee, and:

(a) If the Employer decides not to operate the ordinary roster; and
(b) Instead operates an on-call roster; and
(c) the Employee participates in that on-call roster

then the Employee will continue to receive payment as if the day was an Otherwise Working Day in addition to the contractual entitlements arising from being on call on the Public Holiday.

16.5 Shifts or on-call straddling a Public Holiday

Those employees who are required to work a night shift or period of rostered on call which straddles a Public Holiday shall be paid as per clause 16.3 or 16.4 (as applicable) for those hours which occur on the Public Holiday and the applicable rates for the remainder of the shift. Only one alternative holiday shall apply in respect of each Public Holiday or part thereof worked.

16.6 Entitlements where the employee's Public Holiday falls on a Saturday or Sunday, but is transferred for others to the Monday or Tuesday

16.6.1 Employees who are required to work on a Public Holiday on the weekend day(s) on which it falls and are paid under clause 16.3 for doing so, and who are also required to work on the weekday to which observance of the public holiday would otherwise be transferred (had the Public Holiday not been observed for them on the weekend day), will be paid at weekend rates as per clause 7.0 and Schedule 4 for time worked on the corresponding week day. For the avoidance of doubt, only one alternative holiday will be granted in this case.

16.6.2 If both the weekend day on which the Public Holiday falls, and the day to which it would otherwise be transferred, are Otherwise Working Days for the employee, then the employer can roster the individual on duty for both days. If, having worked the day on which the Public Holiday falls for them, the employer decides to roster the employee off duty on the transferred day and the employee was available and willing to work, then the employee will suffer no loss of ordinary pay for not working on the transferred day.

16.7 Otherwise Working Day

As per the Holidays Act (s.12), an Otherwise Working Day is a day that the employee would have been working had the day not been a public holiday, based on their usual roster and work patterns.

16.8 Alternative Holidays

16.8.1 Notwithstanding anything in clause 16, no employee will receive more than one Alternative Holiday in respect of any Public Holiday.

16.8.2 Alternative Holidays shall be taken and paid as specified in the Holidays Act 2003.

16.9 The following shall apply to off-duty days upon which the employee does not work:

16.9.1 Fulltime employees –
Where the day that is a Public Holiday for them is a rostered day off, then subject to 16.8, the employee will be granted one Alternative Holiday in respect of the public holiday, but will not receive any payment for the Public Holiday.

16.9.2 Fixed hours part-time employees –
Where the employee's days of work are fixed, Public Holiday entitlements will only arise if the day on which the Public Holiday is observed would be an Otherwise Working Day for that employee.

16.9.3 Non-fixed hours part-time employees –

Where the employee's days are not fixed, Public Holiday entitlements will arise if the day of the week on which the Public Holiday is observed is a day of the week that the employee worked more than 40% of the time over the last three months. Where Public Holiday entitlements do arise and the employee does not work, payment will be at the rate of relevant daily pay.

16.10 Public holidays falling during leave:

16.10.1 Leave on pay -

When a Public Holiday falls during a period of annual holidays, sick leave on pay or special leave on pay, an employee is entitled to that public holiday which is not debited against such leave.

16.10.2 Leave without pay -

An employee shall not be entitled to payment for a Public Holiday falling during a period of leave without pay (including sick or military leave without pay) unless the employee has worked during the fortnight ending on the day on which the Public Holiday is observed

16.10.3 Leave on reduced pay -

An employee, during a period of leave on reduced pay, shall be paid at the relevant daily pay for public holidays falling during the period of such leave.

17.0 SICK LEAVE

Schedule three shall apply regarding:

- Grand-parented accumulation of sick leave for Auckland, Waikato and Hawkes Bay Districts; and
- Wellness (sick) leave provisions for Counties Manukau, Lakes, Bay of Plenty, Wairarapa, Hutt Valley and Capital and Coast Districts.

For all other Districts excluding those with Wellness (see schedule three) the following shall apply:

An employee will be granted the following sick leave:

- 10 days on appointment
- After each period of 12 months service an employee shall be entitled to an additional 10 days.

(a) Where an employee is granted sick leave they shall be paid in accordance with the Holidays Act 2003 for the minimum statutory entitlement prescribed therein. Additional contractual or discretionary sick leave that is taken or approved shall be paid at the ordinary rates of pay (T1 only). Sick leave shall only be deducted from the employee's entitlement for working days.

(b) Sick leave shall accumulate by carrying forward from one year to another any unused sick leave but shall not exceed an accumulation of 260 days.

(c) The employee shall ensure that notice is given to the employer on the first day of absence due to illness.

(d) The employer is able to require a claim for leave to be supported by a medical certificate where absence exceeds three days.

(e) 20 days sick leave from previous service shall be credited on appointment provided that the remaining sick leave entitlement is greater than zero.

Discretionary Powers of Employer To Grant Leave In Excess Of The Above Prescribed Limits

(a) In the event an employee has no entitlement left, they are entitled to apply for up to ten 10 days' discretionary leave per annum. The employer recognises that discretionary sick leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted. The first five (5) days of discretionary leave shall be approved on the same basis as leave under clause 17 above.

In considering the next five (5) days' discretionary leave the employer shall take into account the following:

- the employee's length of service
- the employee's attendance record
- the consequences of not providing the leave
- any unusual and/or extenuating circumstances

Requests should be considered at the closest possible level of delegation to the employee and in the quickest time possible. Reasons for a refusal shall, when requested by the employee, be given in writing and before refusing a request, the decision maker is expected to seek appropriate guidance.

Leave granted under this provision may be debited as an advance on the next years' entitlement up to a maximum of 5 days.

(b) In special cases the employer may allow an employee to anticipate up to 5 days sick leave.

(c) Where an employee is suffering from an illness which could have a detrimental effect on the patients in the employer's care, the employer may, at their discretion, either:
   (i) Place the employee on suitable alternative duties.
   (ii) Direct the employee to take leave on payment at base rates (TI only) for not more than eight days in any one year, in addition to the normal entitlement to sick leave.

(d) Where an employee is incapacitated by sickness or injury arising out of and in the course of employment, salary may be paid at the discretion of the employer.

Incapacitated Dependants

(a) The employer may grant an employee leave on pay as a charge against sick leave entitlement when the employee must attend a person who through illness/injury becomes dependent on the employee. This person would in most cases be the employee's child or partner but may be another member of the employee's family or household.

(b) The production of a medical certificate or other evidence of illness may be required.

Sick Leave In Relation To Annual & Long Service Leave

(a) When sickness occurs during annual or Long Service Leave the employer shall permit the period of sickness to be debited against sick leave entitlement, except where the sickness occurs during leave following resignation, provided:
   (i) The period of sickness is more than three days.

(ii) A medical certificate is produced, showing the nature and duration of the illness.

(b) In cases where the period of sickness extended beyond the approved of annual or Long Service Leave, approval shall also be given to debiting the portion which occurred within the annual or Long Service Leave period against sick leave entitlement if the total continuous period of sickness exceeds three days.

Debiting Sick Leave

Sick leave is to be debited to an hour for hour basis except that absences of less than 2 hours shall not be debited against sick leave.

The parties agree that sick leave may be appropriate to attend scheduled medical appointments related to an illness or injury the employee or their dependent is suffering, provided that reasonable efforts are made by the employee to schedule such appointments outside of work time or at a time that will ensure minimal disruption to the service, in accordance with the above an absence of less than two hours will not be debited against sick leave.

Leave Without Pay In Relation To Sick Leave Entitlements

An employee who is granted leave without pay and who remains in the service of a District Health Board, will have such leave included in determining sick leave entitlement.

Sick Leave for Casual Employees -

Where a casual employee is unable to attend work as arranged due to sickness then the employee shall be paid the hours they would have worked.

18.0 BEREAVEMENT / TANGIHANGA LEAVE

18.1 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a tangihanga (or its equivalent). The length of time off shall be at the discretion of the employer.

18.2 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of 18.1 above. This provision will not apply if the employee is on leave without pay.

18.3 In granting time off and for how long, the employer must administer these provisions in a culturally sensitive manner.

19.0 PARENTAL LEAVE

19.1 Statement of principle - The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave and is to be read in conjunction with the Parental Leave and Employment Protection Act 1987 (referred to as the Act in this clause 21), provided that where this clause 16 is more favourable to the employee, the provisions of this clause 16 shall prevail. Employees should seek the advice of their manager, Human Resources or APEX in applying for

parental leave. Advice on parental leave is also available from Employment New Zealand. Advice on parental leave payments is available from the Inland Revenue Department.

19.2 Entitlement and eligibility - Provided that the employee assumes or intends to assume the primary care as defined in the Act, or is the primary carer or partner of a primary carer, the entitlement to parental leave is:

(a) in respect of every child born to them or their partner;

(b) in respect of every child under six years of age, where the employee becomes a primary carer for the child;

(c) where two or more children are born at the same time or where the employee becomes a primary carer for two or more children under six years of age within a one-month period, for the purposes of these provisions the employee's entitlement shall be the same as if there were only one child.

19.3 (a) Parental leave of up to twelve months is to be granted to employees with at least one year's service at the time of commencing leave.

(b) Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave.
Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer.

(c) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer. The parental leave may be taken in more than one continuous period, with the start and finish dates of each additional period, and any extension of parental leave past the anniversary date of the commencement of parental leave, to be agreed between the employer and the employee.

(d) Pursuant to Part 3 (A) of the Act employees who are not entitled to primary carer leave may request a period of negotiated carer leave from their employment. Negotiated carer leave may enable the employee to receive parental leave payments from IRD if they meet the parental leave payment threshold test.

19.4 In cases of adoption of children of under six years of age, parental leave shall be granted in terms of 19.2 and 19.3 above, providing that fourteen days-notice is given before the employee intends to assume the responsibility for the care of the child. Evidence of an approved primary care placement shall be provided to the employer's satisfaction.

19.5 Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner or midwife certifying the expected date of delivery. The provision may be waived where the employee becomes a primary carer for a child under the age of six or in circumstances outside the control of the employee.

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

19.7 An employee absent on parental leave is required to give at least one month's notice to the employer of their intention to return to duty. When returning to work the employee must report to duty not later than the expiry date of such leave.

NOTE: It is important that employees are advised when they commence parental leave that, if they fail to notify the employer of their intention to return to work or resign, they shall be considered to have abandoned their employment.

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

19.9 Job protection -

(a) Subject to 19.10 below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:

(i) at the equivalent salary, grading;

(ii) at the equivalent weekly hours of duty;

(iii) in the same location or other location within reasonable commuting distance; and

(iv) involving responsibilities broadly comparable to those experienced in the previous position.

(v) Where applicable, employees shall continue to be awarded increments when their incremental date falls during absence on parental leave.

19.10 (a) Where possible, the employer must hold the employee's position open or fill it temporarily until the employee's return from parental leave. However, in the event that the employee's position is a "key position", the employer may fill the position on a permanent basis if they meet the requirements set out in the Act.

(b) Where the employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 19.9 (a) above) is not available, the employer may approve one of the following options:

(i) an extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or

(ii) an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 19.10(b)(i) above for up to 12 months; or

(iii) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 19.10(b)(i) above for up to 12 months: provided that, if a different position is accepted and within the period of extended parental leave in terms of 19.10(b)(i), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or

(iv) where extended parental leave in terms of 19.10(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 28 of this contract.

19.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 19.9(a) above, parental leave shall cease.

19.12 Where, for reasons pertaining to the pregnancy, an employee on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to starting parental leave, then the guaranteed proportion of full-time employment after parental leave shall be the same as that immediately prior to such enforced reduction in hours.

19.13 Parental leave absence filled by temporary appointee If a position held open for an employee on parental leave is filled on a temporary basis, the employer must inform the temporary appointee that their employment will terminate on the return of the employee from parental leave.

19.14 Employees on parental leave may from time to time and by agreement work occasional duties during the period of parental leave and this shall not affect the rights and obligations of either the employee or the employer under this clause.

19.15 Paid Parental Leave – Where an employee takes parental leave under this clause, meets the eligibility criteria in 19.2 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full-time) for a period of up to 14 weeks.

Employees who negotiate carer leave under Part 3 (A) of the Act are not eligible for the Parental Leave payment under Clause 19.15.

These payments shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata if appropriate) applicable to the employee for the six weeks immediately prior to commencement of parental leave. From 1 June 2017 an employee who takes a period of paid leave (e.g. annual leave) at the start of his or her parental leave may elect to start his or her parental leave payment period on the day after the date on which that period of paid leave ends, even if it is later than the child's arrival or due date.

These payments shall only be made in respect of the period for which the employee is on parental leave and in receipt of the statutory payment if this is less than 14 weeks. Where 19.3(c) applies and both partners are employed by the Employer, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

20.0 REAPPOINTMENT AFTER ABSENCE DUE TO CHILDCARE

20.1 Employees who resign to care for a dependent preschool child or children may apply to their employer for preferential appointment to a position which is substantially the same in character and at the same or lower grading as the position previously held.

20.2 Total period of childcare absence allowed is four years plus any increases in lieu of maternity leave. Longer absence renders a person ineligible for preferential appointment.

20.3 Parental leave is a distinct and separate entitlement from childcare absence. Some women may choose to resign rather than take maternity leave. In this case they shall be credited with one additional year or six additional months of childcare absence in lieu of each maternity leave entitlement. Should a woman resign during the course of maternity leave she shall similarly be credited with a period of absence in lieu of the remainder of her maternity entitlement.

20.4 An employee may resign more than once for childcare reasons and qualify each time for the preferential re-entry rights provided that the total time away from work does not in aggregate exceed four years.

20.5 If two persons caring for the same dependent child or children are employees of the employer, they are jointly eligible for a total of four years' childcare absence plus any additional periods of absence in lieu of parental leave.

20.6 Wherever possible notice of intention to return to employment should be given upon resignation for childcare reasons. However, those who, for whatever reason, fail to give such notice shall not incur any penalty or disadvantage in their application for re-entry.

20.7 Persons seeking reappointment under childcare provisions must apply to the former employer at least three months before the date on which they wish to resume duties.

20.8 This application for reappointment must be accompanied by:

(a) the birth certificate of the preschool child or children;
(b) a statutory declaration to the effect that the absence has been due to the care of a dependent preschool child or children, that the four year maximum has not been exceeded, and that paid employment has not been entered into for more than 15 hours per week. Where paid employment has exceeded 15 hours per week the reappointment is at the employer's discretion.

20.9 On receiving an application for preferential appointment, the employer shall acknowledge receipt of the application and confirm the employee's eligibility for re-entry within 21 days of receipt of such notice. Applicants must be informed at this point that:

(a) if they are not-appointed to a vacancy within three months after the expiry of the notice given in 20.7 above the benefits of these provisions lapse; and
(b) they are required to renew notice of intention to work at least one month prior to the intended date of return.

20.10 The employer shall acknowledge the notice given in 20.9(b) at least 14 days prior to the intended date of return informing the applicant as to whether or not a suitable vacancy exists.

20.11 The employer shall make every effort to find a suitable vacancy for eligible applicants as soon as their eligibility for preferential re-entry is established. Appointment to a position may be made at any time after the original notification of intention to return to work, provided the appointee agrees.

20.12 Where:

(a) the applicant meets the criteria for eligibility; and
(b) there exists at the time of notification or becomes available within the period up to two weeks before the intended date of resumption of duties a position which is substantially the same in character and at the same or lower grading as the position previously held; and

(c) the applicant has the necessary skills to competently fill the vacancy; then the applicant under these provisions shall be appointed in preference to any other applicant for the position.

20.13 Where a suitable vacancy is not available, the employer is required to notify the applicant as soon as possible and no later than 14 days prior to the intended date of resumption of duties.

20.14 Applicants for preferential re-entry rights do not have a right of review against their non-appointment.

20.15 Absence for childcare reasons will interrupt service but not break it.

20.16 The period of absence will not count as service for the purpose of sick leave, annual leave, retiring leave or gratuities, long service leave or any other leave entitlement.

21.0 JURY SERVICE LEAVE

21.1 Employees called on for jury service leave are required to serve unless there are exceptional circumstances which preclude this, in which case the employer may apply to the court for postponement.

21.2 An employee called on for jury service may elect to take annual leave, special leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain the juror's fees and expenses paid.

21.3 Where special leave on pay is granted, a certificate is to be given to the employee by the employer to the effect that the employee has been granted special leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to the employer but may retain expenses.

21.4 Where special leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practical.

22.0 ACCIDENT LEAVE

22.1 Transport of injured employees - Where the accident is work-related and the injury sustained by the employee necessitates immediate removal to a hospital, or to a medical practitioner for medical attention and then to their residence or a hospital, or to their residence (medical attention away from the residence not being required), the employer is to provide or arrange for the necessary transport, pay all reasonable expenses for meals and lodging incurred by or on behalf of the employee during the period she/he is transported, and claim reimbursement from ACC.

22.2 Where an employee is incapacitated as a result of a work accident or non-work related accident (except where the accident is a workplace assault – see clause 22.3 below), and that employee is on earnings related compensation, then the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This leave shall be taken as a charge against untaken Sick Leave entitlement to the extent entitlement exists..

22.3 Where an employee is incapacitated as a result of a workplace assault, and that employee is on earnings related compensation, then the employer will top up the ACC payments to 100% of normal/ordinary rate of pay during the period of incapacitation. This top up payment shall not be debited against the employee's untaken sick leave entitlement.

23.4 The employer may agree to reimburse employees for treatment and other expenses or for financial disadvantage incurred as a result of a work-related accident. This agreement will be on a case-by-case basis.

23 FAMILY VIOLENCE LEAVE

The employer is committed to supporting staff that experience family violence, and staff seeking to address their issues with violence as and when occurrence of the violence is

raised with the employer.

Employees affected by family violence have rights under the Employment Relations Act 2000, Holidays Act 2003 (relating to Family Violence Leave (ss72A-72J) and the Human Rights Act 1993.

In addition, any staff member experiencing family violence should talk to their manager or Human Resources Department regarding the support available under the employer's Family Violence (or equivalent) policy.

PART FIVE - TERMS OF EMPLOYMENT

24.0 HEALTH AND SAFETY and UNIFORMS

24.1 The parties shall ensure a work environment that protects staff from unsafe levels of radiation and supports staff to maintain the relationship between visual acuity and effective performance and shall ensure:

- Proactive system for the elimination of visual acuity hazards;
- Adequate numbers of fitting leads that are fit for purpose and accessible;
- Leads are maintained in a clean and hygienic state.

24.2 Where the employer requires the employee to wear a uniform it shall be supplied free of charge but shall remain the property of the employer. Employees shall be supplied with uniform on the following annual basis:

If working 35-40 hours per week -	7 items
If working 25-34 hours per week -	5 items
If working 17-24 hours per week -	4 items
If working up to 16 hours per week -	3 items.

Or a uniform allowance equal to $11 per week shall be paid.

Where the employer stipulates a uniform is not to be worn (e.g. Starship) then the uniform allowance of $11 per week shall be paid.

25.0 REFUND OF ANNUAL PRACTISING CERTIFICATE & PROFESSIONAL ASSOCIATION FEES

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

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

26.0 CONTINUING PROFESSIONAL DEVELOPMENT AND TRAINING

26.1 The employer is committed to continuing professional development (CPD) and the ongoing professional development of its employees.

The parties want professional development that delivers mutual benefit, is valued as work time and maintains and updates the professional competencies of staff in a planned and predictable way, acknowledging the employer's limited resources.

The parties shall develop an approach to CPD that is nationally and departmentally consistent, equitable and beyond a point gathering exercise, encompassing networking of CPD activities and web-based e learning.

26.1.1 Training

The employer shall provide all actual and reasonable costs for qualifications, training courses and seminars as required by the employer. Attendance at such training is 'work' and time so spent shall be paid. Examples of qualifications include post graduate diplomas in CT or angiography. These are examples only, and not an exhaustive list.

26.1.2 Continuing Professional Development (CPD). The ongoing technical/scientific development within radiology requires qualified staff to

a. maintain competence, and

b. to attend national and international conferences in order to maintain their ongoing technical/scientific competence. The employee then has the obligation of bringing back the latest information to their employer and incorporating any new knowledge into the strategic development of their department.

Attendance at the conferences is to be balanced against the operational requirements of the employer, especially as the numbers of staff are not large. Forward planning and cooperation between management and staff is fundamental to ensuring CPD requirements are met.

26.1.3 Each employee shall be entitled to a minimum of 3 days per annum on pay (accumulative for two years) to attend relevant continuing education including courses, conferences and/or study or other activity to meet CPD requirements except that for the purpose of travel additional paid leave shall be provided where travel occurs during the ordinary hours.

(NOTE, employees may use professional development leave during rostered days off, or if part time, days on which they do not normally work resulting in their being paid for these days, such payment being deducted from the days allocated)

The entitlement above is a minimum and does not preclude additional leave being approved by the manager to support attendance at longer conferences, or additional CPD activity that is of value to the individual MIT and the service.

26.1.4 Where an employee is undertaking or attending a relevant course of study, conference, course or other form of continuing professional development then actual and reasonable expenses shall be refunded in accordance with the following:

Each District shall commit each financial year (that being 1 July to 30 June) a minimum sum to be held in a CPD pool for meeting approved professional development costs incurred by employees as follows:

$600 per MIT or the amount previously allocated as agreed at bargaining for renewal of this MECA, whichever is the greater.

Any unspent amount of the pool will be carried over to the next financial year.

The “amount previously allocated” is as set out below

Northland	$29,400	Hawkes Bay	$35,559
Bay of Plenty	$30,000	Whanganui	$17,561
Lakes	$17,792	MidCentral	$32,281
Tairawhiti	$12,500	Hutt Valley	$33,200
Waikato	$63,750	West Coast	$5,809

Should the number of MITs employed increase, the CPD pool will be adjusted by the equivalent of $600 per MIT additionally employed during the preceding 12 months, on 1 July of each year.

CPD Fund Administration

(a) The pool shall be administered by the department in each respective District by the service manager, Charge/Team Leader, APEX delegate and MITs in a manner agreed by APEX and the District concerned. This agreement shall be confirmed in writing by the parties.

(b) The chair of the CPD committee shall be rotated between a manager and MIT annually unless agreed otherwise and confirmed in the local CPD committee agreement.

(c) Management of the pool must at the least provide for the following:

(i) Ensure that required continuing professional development is achieved and maintained by employees, and

(ii) Is managed in a fair, transparent and consistent manner, and

(iii) The CPD committee shall maintain a standard reporting record that includes:

- Full financial records detailing the level and use of expenditure, and
- Any declined applications and the reason for declination, and
- Source and quantity of funding external to the pool above.

(iv) The reporting record shall be made available to APEX on request.

26.2 The parties acknowledge that employees working in a service that is required to comply with the National Policy & Quality Standards prescribed by Breast Screen Aotearoa shall be allocated CPD that will ensure the service complies with those standards.

26.3 Where requested, the employee who is to attend a course of study or conference shall present formal feedback via a presentation or practical teaching sessions as discussed and agreed with their manager.

26.7 On application to the employer, the employer may grant employees additional study leave and/or some financial assistance to enable employees to complete qualifications, to attend courses, conferences and seminars and to undertake research or projects that are of value to the individual MIT and the service.

Financial assistance may include the reimburse of training/educational provider costs, training courses and examination fees, conference costs, and travel and accommodation costs.

Participation in any such training and reimbursement of costs shall be subject to the prior approval of the appropriate manager.

Where requested, the employee who is to attend a course of study or conference shall present formal feedback via a presentation or practical teaching sessions as discussed and agreed with their manager.

Whenever possible, 4 hours a week shall be rostered for personal study time for the MIT undertaking additional study or working towards a research project.

27.0 PROFESSIONAL MEDICAL INDEMNITY INSURANCE

The employer shall ensure that it is insured in such manner as to provide adequate professional indemnity insurance cover for employees, including cover for the costs of independent legal representation in the event of claims or issues that affect an employee, and the provision of adequate run-off cover from an MIT for claims arising after an employee has ceased employment with the employer in respect of acts or omissions during employment.

In Waitemata and Hawkes Bay Districts the costs of professional indemnity insurance shall be reimbursed by the employer to the employee on presentation of receipts up to a maximum of $190 per annum.

28.0 VARIATION CLAUSE

This agreement may be varied by agreement between all employer parties, APEX and a majority of directly affected employees. Such agreement shall be in writing and signed by all employer parties and the union party.

29.0 EMPLOYEE PARTICIPATION

The parties recognise that they have a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard.

30.0 MANAGEMENT OF CHANGE

30.1 The parties to this agreement accept that change in the health service is necessary in order to ensure the efficient and effective delivery of health services.

Regular consultation between the employer, employees and their union is desirable on matters of mutual concern and interest. The aim of consultation is to contribute to:

- maintaining co-operation between the parties
- improved decision making
- contribute to a more harmonious, effective, efficient, safe and productive workplace.

30.2 (i) The employer accepts that elected delegates are the recognised channel of communication between the union and the employer in the workplace.

(ii) Paid time off shall be allowed for recognised delegates to attend meetings with management and to consult with employees covered by this Agreement, other recognised workplace delegates and union officials. The purpose will be to consult and discuss the issues addressed in this clause, other clauses of this Agreement and employee participation, staff surplus, effectiveness studies and options for resolving staff surplus.

(iii) The amount of time off and facilities provided shall be sufficient to allow full consideration of these issues addressed by this clause.

30.3 Mechanisms established for the purpose of 'Management of Change' will allow input and recommendations to be made to the employer, who will consider these recommendations

and will endeavour to take the views of their employees into account as far as possible before making final decisions.

30.4 The employer agrees that the employees and their employee union representatives will be advised of any review which may result in significant changes to either the structure, staffing, or work practices affecting employees and allow for the opportunity for employees and their representatives to be involved in the review so as to allow substantive input.

When the implementation of decisions arising from any such reviews will result in staff surpluses the procedures under staff surplus shall be adopted.

30.5 Employment Protection Provisions

30.5.1 The intent of the following provisions is to meet the requirements of Part 6A, "Continuity of employment if employer's business restructured" Section 69, subpart 2, of the Employment Relations Act 2000 (as amended by Employment Relations Amendment Act (No 2) 2004, and Schedule 1B, parts 19, 20 and 21 of the same Act. The definitions as contained in Subpart 2 of the Employment Relations Amendment Act (No 2) 2004 shall apply to this clause. These provisions shall only apply so long as a statutory obligation to include them in employment agreements remain in force.

30.5.2 The employer, before undertaking any restructuring, will identify any affected employees (as defined in section 69L (2), and quantify the full cost of their employment. This is for the purpose of advising the prospective employers of the cost of the affected employees' employment by the new employer (as defined in section 69L (1)) should the new employer enter into a restructuring agreement with the employer and all affected employees choose to transfer to the new employer.

30.5.3 The employer will give written notice to all affected employees, and to APEX, of the proposed restructuring, including the work being performed which is part or the whole of the employers' business that the employer is negotiating for restructuring. The notice must be given prior to or at the same time as any request for proposal (or equivalent) is publicly notified.

30.5.4 The employer will give written notice to the new employer before any agreement as to the restructuring is entered into. The notice will include:

a. A copy of this Agreement.
b. The terms of paragraphs 19 and 20 of the code of good faith for public health sector, Schedule 1B to the Employment Relations Amendment Act (No 2) 2004, as required by paragraph 21 of the code.

30.5.5 Upon a restructuring agreement being entered into by the new employer with the employer, the employer shall notify the new employer with whom it has entered into the restructuring agreement ("the Contracted New Employer" or "CNE") and each affected employee of the specific following employment details (relating to that affected employee) which shall be transferred to the CNE:

a Superannuation entitlements.
b Long service entitlements.
c. Leave balances except annual leave that is required to be cashed up at the date of transfer.
d. Any conditions of employment enjoyed by the employee outside this agreement.
e. Provision for liability cover in the event of a future claim where the event arose during the employee's employment with the employer.

30.5.6 The CNE shall provide offers of employment to the affected employees. The offer of employment must be on the same terms and conditions as applied to the employee immediately before the restructuring took effect.

30.5.7 The CNE shall give the affected employees the opportunity to meet with the CNE during the two weeks following the offer of employment being made to answer any questions the employee has and only for that purpose. The union shall be invited to attend all such meetings.

30.5.8 The employee shall be given a two-week period from the date of receipt of the offer of employment to inform the CNE of whether they choose to transfer to the CNE (by accepting the offer of employment) or choose not to transfer to the CNE.

30.5.9 If any employee is unable to respond within the timeframe set out in clause 30.5.8 above, because they are away from the workplace or as a result of some other extenuating circumstance, the employee shall have until such time as is reasonable to respond. For example, should the employee be overseas on holiday, and then the time for response should be two weeks from their return from overseas.

30.5.10 Clause 31 shall apply to any employees who choose not to transfer to the CNE, except that the terms of clause 31.2.1 and the notice period in clause 31.3 shall be regarded as having been met, so that the employer shall not be required to pay compensation for redundancy to the employee as set out in clauses 31.11 and 31.12 of this agreement.

31.0 STAFF SURPLUS

31.1 When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in sub clause 30.5 below shall be invoked and decided on a case by case basis by the employer having due regard to the circumstances of the affected employee.

31.2 Where an employee's employment is being terminated by the employer by reason of the sale or transfer of the whole or part of the employer's business, nothing in this Agreement shall require the employer to pay compensation for redundancy to the employee if:

31.2.1 The person acquiring the business or the part being sold or transferred
- (a) has offered the employee employment in the business or the part being sold or transferred; and
- (b) has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and

31.2.2 The conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are the same as, or are no less favourable than, the employee's conditions of employment, including:
- (a) any service related conditions; and
- (b) any conditions relating to redundancy; and
- (c) any conditions relating to superannuation - under the employment being terminated; and

31.2.3 The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either:

(a) in the same capacity as that in which the employee was employed by the employer; or

(b) in any capacity that the employee is willing to accept.

31.3 Notification - The employer will advise the employee at least six weeks prior to the date that notice is required to be given to the employee whose position is required to be discharged. Notification of a staffing surplus shall be advised to the affected employee. This date may be varied by agreement between the parties. During this period, the employer and the employee will meet to discuss the option most appropriate to the circumstances. Where employees are to be relocated, at least six week's notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee and the employer where the circumstance warrant it (and agreement shall not be unreasonably withheld).

31.4 Upon written request the following information shall be made available to the employee representative if nominated:

(a) the location/s of proposed surplus
(b) the total number of proposed surplus employees
(c) the date by which the surplus needs to be discharged
(d) the positions, grading, names and ages of the affected employees
(e) availability of alternative positions in the employer.

On request the employee representative will be supplied with relevant additional information where available.

31.5 Options - The following are the options in order of preference to be applied by the employer in staff surplus situations:

(a) Reconfirmed in position
(b) Attrition
(c) Redeployment
(d) Leave without pay
(e) Retraining
(f) Severance.

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in sub clause 31.11 will be applied as a package.

31.6 Reconfirmed in Position - Where a position is to be transferred into a new structure in the same location and grade, where there is one clear candidate for the position, the employee is to be confirmed in it. Where there is more than one clear candidate the position will be advertised with appointment made as per normal appointment procedures.

31.7 Attrition - Attrition means that as people leave their jobs because they retire, resign, transfer, die or are promoted then they may not be replaced. In addition or alternatively, there may be a partial or complete freeze on recruiting new employees or on promotions.

31.8 Redeployment - Employees may be redeployed to a new job at the same or lower salary in the same or new location.

31.8.1 Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee at the rate paid in the old job at the time of redeployment. The salary can be preserved in the following ways by the employer:

(a) a lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
(b) an on-going allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).

31.8.2 Where the new job is within the same local area and extra travelling costs are involved, actual additional travelling expenses by public transport shall be reimbursed for 12 months.

31.8.3 The redeployment may involve employees undertaking some on-the-job training.

31.9 Leave Without Pay - Special leave without pay may be granted within a defined period without automatic right of re-engagement. This provision does not include parental or sick leave.

31.10 Retraining:

31.10.1 Where a skill shortage is identified, the Employer may offer a surplus employee retraining to meet that skill shortage with financial assistance up to the maintenance of full salary plus appropriate training expenses. It may not be practical to offer retraining to some employees identified as surplus. The Employer needs to make decisions on the basis of cost, the availability of appropriate training schemes and the suitability of individuals for retraining.

31.10.2 If an employee is redeployed to a position which is similar to his or her previous one, any retraining may be minimal, taking the form of "on the job' training such as induction or in-service education. Where an employee is deployed to a new occupation or a dissimilar position the Employer should consider such forms of retraining as in-service education, block courses or night courses at a technical institute, nursing bridging programmes, etc.

31.11 Severance - Payment will be made in accordance with the following:

31.11.1 "Service" for the purposes of this sub clause means total aggregated service with the Employer, DHB, HHS, CHE, an Area Health Board or Hospital Board and with one or more of the following services:

(a) Public Service
(b) Post Office
(c) New Zealand Railways
(d) any University in New Zealand
(e) any Health Centre in any New Zealand Polytechnic and/or College of Education but excludes any service with any of the above Services or with any DHB which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance or similar payment from any of the above services or from any DHB.

31.11.2 8.33 per cent of basic salary (Tl rate only) for the preceding 12 months, in lieu of notice. This payment shall only be made where the requisite notice cannot be given. Notice that is of a lesser period than required by this document shall require the employer to pay an amount proportionate to the ungiven period of notice. This payment is regardless of length of service; and

31.11.3 12 per cent of basic salary (TI rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and

31.11.4 4 per cent of basic salary (TI rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and

31.11.5 Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (TI rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

NB: The total amount paid to employees under this provision shall not exceed the basic salary (TI rate only) the employee would have received between their cessation and the date of their compulsory retirement.

31.11.6 If the employee has ten or more years' service, the full retiring gratuity as set out in the scale contained in schedule 1 shall be paid.

31.11.7 Employees with not less than eight years' service but less than ten years' service, shall be paid two weeks' basic salary (TI rate only).

31.11.8 Employees with not less than five years' service but less than eight years' service, shall be paid one week's basic salary (TI rate only).

31.11.9 Outstanding annual leave and long service leave may be separately cashed up.

31.11.10 Job Search - The Employer should assist surplus staff to find alternative employment by allowing them a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the Employer being notified of the time and location of the interview before the employee is released to attend it.

31.11.11 Counselling - Counselling for affected employees and family will be made available as necessary.

32.0 PAYMENT OF WAGES

32.1 All wages shall be paid two-weekly (14 day), no later than Thursday.

32.2 Each employee shall be supplied with a statement showing details of earnings, allowances and deductions for each pay period.

32.3 Wages shall be paid by cheque or direct lodgement at a financial institution to the credit of an account nominated, in writing, by the employee. Such authority may be withdrawn or altered by the employee at any time by application, in writing, specifying the alterations or cancellations required.

32.4 All wages shall be paid on termination in the event of the dismissal of an employee. When an employee leaves of their own accord they shall be paid on the final day of their employment, all monies owing them.

PART SIX - OTHER PROVISIONS

33.0 STOPWORK MEETINGS

33.1 Subject to subsections 32.2 to 32.5, the employer shall allow every employee covered by this agreement to attend, on ordinary pay, at least two meetings (each of a maximum of two hours' duration) in each year (being the period beginning on the lst day of January and ending on the following 31st day of December) with their representatives.

33.2 The representative shall give the employer at least 14 days' notice of the date and time of any meeting to which subsection 33.1 is to apply.

33.3 The representative shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any meeting, including, where appropriate, an arrangement for sufficient employee's members to remain available during the meeting to enable the employer's operation to continue.

33.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any employee for a period greater than two hours in respect of any meeting.

33.5 Only employees who actually attend a meeting shall be entitled to pay in respect of that meeting and to that end the representative shall where requested supply the employer with a list of employees who attended and shall advise the employer of the time the meeting finished.

34.0 DEDUCTION OF APEX FEES

The employer shall deduct employee APEX fees from the wages/salaries of employees when authorised in writing by members. The employer will provide APEX, on a quarterly basis, with a list of employees covered by this agreement specifying, also, occupations and workplaces. In each instance where APEX requests the employer to increase the fees deducted, APEX shall provide written confirmation of its legal entitlement to request such an increase.

35.0 EMPLOYEE REPRESENTATIVE RIGHT OF ENTRY

The authorised union representative shall be entitled to enter at all reasonable times upon the premises for the purposes related to:

- the employment of its members,
- and / or the union's business.

36.0 EMPLOYMENT RELATIONS EDUCATION LEAVE

The employer shall grant leave on pay annually for members of APEX to attend courses authorised by APEX to facilitate the employees' education and training as employee representatives in the workplace.

The number of days education leave per annum granted shall be as follows:

- 1- 5 members = 3 days;
- 6-50 members = 5 days;
- 51-280 members = 1 day for every 8 FTE or part thereof;
- Over 281 members = 35 days plus 5 days for every 100 FTE or part thereof that exceeds 280.

37.0 PERSONAL GRIEVANCE, DISPUTES & EMPLOYMENT RELATIONSHIP PROBLEMS

37.1 An "employment relationship problem" includes:

i) A personal grievance

ii) A dispute

iii) Any other problem relating to or arising out of the employment relationship.

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

a) The Employee will be provided the opportunity to be represented by their union or other such support person of their choosing at any time during the resolution process.

b) If the matter is unresolved either party is entitled to seek mediation from the MBIE or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)

37.3 A "personal grievance" means a claim that you:

i) have been unjustifiably dismissed; or

ii) have had your employment, or your conditions of employment, affected to your disadvantage by some unjustifiable action by The employer; or

iii) have been discriminated against in your employment; or

iv) have been sexually harassed in your employment; or

v) have been racially harassed in your employment; or

vi) have been subjected to duress in relation to union membership.

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

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

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

38.0 SAVINGS CLAUSE

Nothing in this agreement shall operate so as to reduce the conditions of employment applying to any employee at the date of this agreement coming into force unless specifically identified and agreed between the parties.

39.0 NOTICE PERIOD

Where the employer or employee wishes to terminate employment, a period of notice of four weeks is required. This period of notice may be varied by mutual agreement.

40.0 SUPERANNUATION

The provisions of the KiwiSaver Act 2006, shall apply.

41.0 TERM OF AGREEMENT

This Agreement shall have a term from 1 July 2026 to 30 June 2028.

Dated this day of 2026.

Signed:

AUTHORISED Representative of the **EMPLOYEE** PARTY	AUTHORISED Representative of the **EMPLOYER** party
.....	.....
Dr Deborah Powell National Secretary	Dr Dale Bramley Chief Executive

SCHEDULE 1: RETIRING GRATUITIES

To remain as per conditions of employment immediately prior to commencement of this Collective Agreement. (The parties agree that this schedule is intended to record District retiring gratuity provisions in place prior to the commencement of this Collective Agreement).

GENERALLY APPLICABLE CLAUSES

3.1 The scale for calculating gratuities referred to below is as follows (unless stated otherwise):

Scale of Maximum Gratuities	
Period of Total Service	Maximum Gratuity
Not less than 10 years and less than 11 years	31 days' pay
Not less than 11 years and less than 12 years	35 days' pay
Not less than 12 years and less than 13 years	39 days' pay
Not less than 13 years and less than 14 years	43 days' pay
Not less than 14 years and less than 15 years	47 days' pay
Not less than 15 years and less than 16 years	51 days' pay
Not less than 16 years and less than 17 years	55 days' pay
Not less than 17 years and less than 18 years	59 days' pay
Not less than 18 years and less than 19 years	63 days' pay
Not less than 19 years and less than 20 years	67 days' pay
Not less than 20 years and less than 21 years	71 days' pay
Not less than 21 years and less than 22 years	75 days' pay
Not less than 22 years and less than 23 years	79 days' pay
Not less than 23 years and less than 24 years	83 days' pay
Not less than 24 years and less than 25 years	87 days' pay
Not less than 25 years and less than 26 years	92 days' pay
Not less than 26 years and less than 27 years	98 days' pay
Not less than 27 years and less than 28 years	104 days' pay
Not less than 28 years and less than 29 years	110 days' pay
Not less than 29 years and less than 30 years	116 days' pay
Not less than 30 years and less than 31 years	123 days' pay
Not less than 31years and less than 32 years	129 days' pay
Not less than 32 years and less than 33 years	135 days' pay
Not less than 33 years and less than 34 years	141 days' pay
Not less than 34 years and less than 35 years	147 days' pay
Not less than 35 years and less than 36 years	153 days' pay
Not less than 36 years and less than 37 years	159 days' pay
Not less than 37 years and less than 38 years	165 days' pay
Not less than 38 years and less than 39 years	171 days' pay
Not less than 39 years and less than 40 years	177 days' pay
Not less than 40 years	183 days' pay
Note: These are consecutive rather than working days.	

3.2 For the purposes of establishing eligibility for a gratuity, total DHB service may be an aggregated, whether this be part-time or whole-time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.

3.3 Where part-time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.

3.4 Gratuities "shall" ("may" in South Canterbury District) be paid to the partner or if no surviving partner, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Partner is defined as a person with whom a marriage Agreement has been made or who is in a de facto relationship.

3.5 The calculation of a gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.

3.6 For the purposes of calculating the amount of gratuity which an employer "may" ("shall" in Southland) pay, the rate of pay on retirement shall be the basic rates of salary or wages plus adult allowance, dependants allowance and training allowance.

3.7 An employee who is granted leave without pay and who remains in the service of the employer, will, on retirement, have such leave aggregated with other service for gratuity purposes.

NORTHLAND RETIRING GRATUITIES

1.1 Employees retiring who have no less than 10 years' service with the employer may be paid a Retirement Gratuity within the scale above.

1.2 The provisions of this clause will also apply where early retirement is taken by an employee as an alternative to redundancy.

SOUTH CANTERBURY RETIRING GRATUITIES

1.1 The employer may pay a retiring gratuity to staff retiring from the Company who have had no less than 10 years' current continuous.

1.2 Service entitlements as at 1 January 2004 that recognise service with other employers shall continue to be recognised while the employee remains in current continuous service with that employer.

1.3 The gratuity is based on the following scale:

Current Continuous Service	**Maximum Gratuity**
Not less than 10 years	31 days
Not less than 11 years and up to 26 years	Additional 4 days for each full year of service in excess of 10 years.
Not less than 26 years and up to 40 years	Additional 6 days for each full year of service in excess of 25 years to a maximum of 40 years.

Note: These are consecutive rather than working days.

WAITEMATA RETIRING GRATUITIES

4.1 The Employer shall pay a retiring gratuity to staff retiring from the DHB who have had no less than 10 years' service with the employing DHB, with that DHB and one or more other DHBs or their predecessors and with one or more of the following services: the Public Service, or any university in New Zealand.

4.2 Notwithstanding the above, employees of the DHB employed prior to 24 April 1991 shall continue to have all periods of service recognised prior to that date credited for the purpose of calculating retirement gratuities.

4.3 For employees employed after 1 July 1992, only service with Hospital Boards, Area Health Boards, CHEs, HHSs and DHBs shall apply.

4.4 Where any employee with more than 10 years' service resigns from the DHB the Employer shall consider the payment of a half gratuity, in exceptional circumstances. Such exceptional circumstances would not usually include resignation to take up other employment.

SCHEDULE 2: CURRENT DISTRICT-SPECIFIC PROVISIONS

Bay of Plenty District

Maximum Consecutive Days

Tauranga Hospital;

For those employees who commenced work prior to 23/1/1995, the following provisions shall apply: Where practicable, ordinary days of work shall be worked on not more than 5 consecutive days each week with a maximum number of consecutive duties to be 7 (and up to 10 by agreement).

By mutual agreement, for those employees who commenced work after 23/1/1995, where the ordinary hours are 40, the following provisions apply: Where practicable ordinary days of work shall be worked on 5 consecutive days with the maximum number of consecutive duties to be 7 – extendable to 10 by mutual agreement.

Whakatane Hospital:

Generally no more than 5 consecutive periods of duty may be worked at a time, however to meet service needs up to 7 consecutive periods of duty may be worked. When 7 consecutive periods are worked these shall be followed by no less than 2 consecutive days off.

Canterbury District

Maximum Consecutive Days: An employee shall not be required to be on duty for more than 7 consecutive days unless otherwise mutually agreed and will be entitled to 2 periods of 24 hours off duty each week unless otherwise mutually agreed.

Schedule One of the CDHB Clinical Support Services Collective Agreement (1 January 2002 – 31 December 2003)

The following provisions shall continue to apply to those Employees who had previous grand parenting arrangements as referred to in Clause 3.3 (of the previous CDHB Clinical Support Services Collective Agreement) whilst they remain currently continuously employed with the Employer. They take the place of those previously held on payroll files.

For those Employees previously covered by the Area Health Boards' Medical Radiation Technologists' in the Whole of New Zealand Award which expired on 23 June 1992:

Service

Where the Agreement provides a benefit by way of length of service (e.g. long service leave), service shall be calculated in accordance with the appropriate definitions in the Area Health Boards' Medical Radiation Technologists' in the Whole of New Zealand Award, which expired on 23 June 1992.

For those Employees previously covered by the Allied Health Professionals' Collective Employment Contract (10 May 1993 – 30 June 1994)

Severance Provisions (if these ever apply)

The provisions of Clause 27.4 of the Allied Health Professionals' Collective Employment Contract, which expired on 30 June 1994, shall apply in lieu of Clause 30 of the MIT MECA.

Redeployment (if these ever apply)

As an alternative to the lump sum payment in Clause 25.3.iii of the MIT MECA, the Employee may choose to receive an ongoing equalisation allowance for two years equivalent to the difference between the previous base salary and the new base salary, which allowance is abated by any salary increase.

Service
Where the MIT MECA provides a benefit by way of length of service (e.g. long service leave), service shall be calculated in accordance with the appropriate definitions in the Allied Health Professionals' Collective Employment Contract, which expired on 30 June 1994.

Schedule One of the previous CDHB Clinical Support Services Collective Agreement

The following provisions shall continue to apply to those employees who had previous grand parenting arrangements as referred to in Clause 3.3 (of the previous CDHB Clinical Support Services Collective Agreement) whilst they remain currently continuously employed with the Employer. They take the place of those previously held on payroll files.

For those Employees previously covered by the Area Health Boards' Medical Radiation Technologists' in the Whole of New Zealand Award which expired on 23 June 1992:

Service
Where the Agreement provides a benefit by way of length of service (e.g. long service leave), service shall be calculated in accordance with the appropriate definitions in the Area Health Boards' Medical Radiation Technologists' in the Whole of New Zealand Award, which expired on 23 June 1992.

Penal
Where the Employee is regularly required to work and continues to regularly work on a Saturday or Sunday and would have previously been paid under Clause 6(5)(a) and (b) of the Area Health Boards' Medical Radiation Technologists' in the Whole of New Zealand Award, which expired on 28 June 1992, but is now paid under Clause 8 of the MIT MECA, the difference between the old payment rate (previous contract) at penal T2 and the new payment rate (new Agreement) at ordinary time plus weekend duty allowance under the new Agreement shall be paid (grand parented) until the difference reduces and disappears over a period of time.

For those Employees previously covered by the Allied Health Professionals' Collective Employment Contract:

Severance Provisions (if these ever apply)
In accordance with Clause 25.8 of the MIT MECA, the provisions of Clause 27.4 of the Allied Health Professionals' Collective Employment Contract, which expired on 30 June 1994, shall apply in lieu of Clause 25.5 of the MIT MECA.

Redeployment (if these ever apply)
As an alternative to the lump sum payment in Clause 25.3.iii of the MIT MECA, the employee may choose to receive an ongoing equalisation allowance for two years equivalent to the difference between the previous base salary and the new base salary, which allowance is abated by any salary increase.

Service
Where the MIT MECA provides a benefit by way of length of service (e.g. long service leave), service shall be calculated in accordance with the appropriate definitions in the Allied Health Professionals' Collective Employment Contract, which expired on 30 June 1994.

Penal
Where the Employee is regularly required to work and continues to regularly work on a Saturday or Sunday and would have previously been paid under Clause 7 of the Allied Health Professionals' Collective Contract, which expired on 30 June 1994, but is now paid under Clause 8 of the MIT MECA, the difference between the old payment rate (previous contract) at penal T2 and the new payment rate (new Agreement) at ordinary time plus

weekend duty allowance under the new Agreements shall be paid (grand parented) until the difference reduces and disappears over a period of time.

Counties Manukau District

Maximum Consecutive Days: Ordinary hours of work shall be worked on not more than 7 consecutive days with 2 days off per each week.

Hawkes Bay District

4.1 Alternatively, those employees who elect to work a rostered shift covering 0000 Monday to 0700 Friday, the midnight to 7.00 am shift, shall be paid a shift allowance of $45.00 per shift.

4.2 For those employees taking part in this 0000 to 0700 roster, such payments set out in the night rate clause of the Agreement will not apply.

4.3 This roster will only commence when seven staff are available to work it on a no more than one in six rotation.

4.4 With the normal staff complement of no less than seven, annual leave will be self-covered. Unexpected/additional leave will be covered by the on call provisions.

4.5 Current employees who volunteer to become part of the night shift roster will register their intent by signing a change to their hours of work, that will remain in place for a five year period. On the completion of the five years the employee may elect to no longer be part of the night shift roster at any time. This clause will not include those current employees who have already signed an agreement to work the nightshift as part of their terms and conditions.

4.6 The current evening shift, 1630 to 2400, shall incur a shift allowance of $20.00 for each shift once clause 4.5 is operational.

Hutt Valley District

Superannuation: The employer shall continue to meet employer contributions to subsidised superannuation scheme(s) for any employee who is a contributor to a superannuation scheme subsidised by Hutt Valley DHB as 4th August 1999.

Duties of Employees: Duties of employees shall include any work which may be required of them in connection with the employer's business and for which employees have the requisite skills, training and experience or where employees can acquire same within a reasonable period.

Employees shall accurately record starting and finishing times, meal intervals, details of work carrie out and maintain other records as required.

Maximum Consecutive Days: An employee shall not be required to be on duty for more than 7 consecutive days unless otherwise mutually agreed and will be entitled to 2 periods of 24 hours off duty each week unless otherwise mutually agreed.

Lakes District

Staff attending scheduled and approved Radiographer Team Meetings on their rostered day off are to be paid at ordinary time.

If there is any planned significant increase in volumes, e.g. new contracts, then the FTE and number of procedures will be reviewed by the parties.

From 5.00 pm Saturday to Midnight Sunday Monday penal rates shall be paid at T1 in addition to the normal hourly rate.

Maximum Consecutive Days: Where practicable, ordinary days of work shall be worked on not more than 5 successive days each week except that in no circumstances are employees to work on more than 7 successive days at any one time.

MidCentral District

Educational Expenses: Where an employee is undertaking, at the requirement of the employer, studies towards qualifications relevant to their work, the employer will reimburse all actual and reasonable expenses incurred including course fees, travel and accommodation.

Northland District

6.1 The Radiology Manager or designated deputy, after consultation with affected employees, will advise the employer when an extended absence (other than scheduled leave) will create an unreasonable or unsafe workload. Where the employment of locum staff is not feasible then alternative arrangements will be made and/or appropriate compensation for increased workload will be negotiated with the employees affected, provided that the increased compensation shall not exceed the amount that would have been paid if an extended absence had not occurred.

6.2 Northland shall make a contribution toward the phone line rental based on the number of rostered on-call shifts employees are required to do. This is to be done by way of the staff claiming via their timesheet.

- On call 1 in 5 or less frequently (e.g. 1 in 6) 20% of annual rental shall be reimbursed
- On Call 1 in 4 25% of annual rental shall be reimbursed
- On Call 1 in 3 or more frequently (e.g. 1 in 2) 50% of annual rental shall be reimbursed.

6.3 Northland District shall maintain 37.5 per week (7.5 per day) ordinary hours of work (as per clause 3.1(iv) of this collective agreement) and all terms and conditions that arise from this ordinary hours of work provision that pre existed this collective agreement shall remain in force as per the collective agreement dated 1 October 2013 to 7 October 2015; except salaries and allowances which shall increase by the amount as is contained in this collective agreement.

South Canterbury District

Maximum Consecutive Days: An employee shall not be required to be on duty for more than 7 consecutive days unless otherwise mutually agreed and will be entitled to 2 periods of 24 hours off duty each week unless otherwise mutually agreed.

Southern District

Ex Otago DHB

(a) The parties agree to convene from time to time as required a joint working group to consider and recommend criteria to the employer for the granting of Certificates of Proficiency, such criteria to be specific to the different work specialty areas with Otago DHB that this Agreement covers.

(b) Employees who gain a ODHB Certificate of Proficiency will be paid an annual lump sum of $500 (net). Otago District Health Board will pay up to 65% of the cost towards training (up to a maximum of $950) for MIT's who undertake external courses of proficiency.

Only one Certificate of Proficiency will be recognised for payment per employee in any one year (01 July to 30 June). Despite this, an employee may hold more than one Certificate.

Each ODHB Certificate of Proficiency will be current for a two year period.

(c) For MIT's who complete the NZIMRT Certificate of Proficiency in Mammography or another mammography training programme recognised by the NZIMRT, the employer will pay up to 65% of the costs towards training (up to a maximum of $950).

Mammography: A daily incidentals reimbursing allowance of $50 shall be paid to each employee working in the mobile screening unit when there is no overnight stay required. This figure is non taxable and linked to wage increases. Receipts are not required.

Maximum Consecutive Days: An employee shall not be required to be on duty for more than 7 consecutive days unless otherwise mutually agreed and will be entitled to 2 periods of 24 hours off duty each week unless otherwise mutually agreed.

Ex Southland DHB

Qualification Allowance: An employee will be paid a one off payment of $400 on achievement of a Certificate Level Post Graduate Qualification, which has a benefit to the Medical Imaging Service. Only employees employed at the 22 April 2005 qualify for this payment.

Maximum Consecutive Days: An employee shall not be required to be on duty for more than 7 consecutive days unless otherwise mutually agreed and will be entitled to 2 periods of 24 hours off duty each week unless otherwise mutually agreed.

Tairawhiti District

Employees appointed to the position of Quality Manager (excluding those in a unit or area charge position) shall receive an allowance of $2,500 PA pro rata in relation to FTE.

Maximum Consecutive Days: Where practicable, ordinary days of work shall be worked on not more than 5 successive days each week except that in no circumstances are employees to work on more than 7 successive days at any one time.

Waikato District

2.1 The revised heads of agreement dated 1/7/2002 continues to apply as part of this collective agreement.

2.2 An employee unable to take a meal after five hours' duty shall be paid at time-half rate in addition to normal salary from the expiry of five hours until the time when a meal can be taken. Except that on Saturdays, Sundays and Public Holidays an employee shall be paid at time three quarters (T1¾) in addition to normal salary.

2.3 No roster shall contain breaks between duties of less than 9 consecutive hours. If the actual break between worked duties is less than 9 overtime rates shall apply. Where an employee takes rostered time off to get this break they shall be paid at T1 rate for the time they are rostered to work.

Wairarapa District

Child Care Support (This clause shall not apply to employees employed after 12 January 2012).

(a) Where an employee who is entitled to parental leave of up to 12 months returns to duty, before or at the expiration of extended leave, that employee qualifies for a childcare support payment.

(b) Application for the childcare support payment must be made within two weeks of return from parental leave.

(c) Where an application for the childcare support payment has been lodged and processed, a payment of $200 per fortnight shall be paid in addition to the normal fortnightly payment.

(d) The payment shall continue to be paid fortnightly until such time as the total amount paid reaches the equivalent of 30 working days pay of the individual's base salary (pro rata for part time staff).

(e) If both partners are employed by the employer and are eligible for the payment then they are entitled to only one payment. The employees will indicate who will receive this payment.

Maximum Consecutive Days: An employee shall not be required to be on duty for more than 7 consecutive days unless otherwise mutually agreed and will be entitled to 2 periods of 24 hours off duty each week unless otherwise mutually agreed.

Waitemata District

1.1 Where an employee is incapacitated as a result of a work accident, and that employee is on earnings related compensation, then the employer agrees to supplement the employee's compensation by 20% of base pay rate during the period of incapacitation. This leave shall be taken as a charge Accident Leave.

1.2 Night duty rosters shall:

(a) ensure that no employee shall be required to work more than three consecutive nights, unless by agreement;

(b) provide for clear day/s off following night duties, i.e.: the rostered day off is not the sleep day.

1.3 A break of at least twelve (12) continuous hours will be provided wherever possible between any two periods of duty of a full shift or more.

1.4 The employer is committed to safe staffing levels and appropriate skill mix. There shall be regular monitoring and any identified staffing deficiencies shall be addressed.

1.5 In recognition of the importance of continuing professional development the employer shall refund 100% of training courses on their successful completion. Participation in any such training shall be subject to the prior approval of the appropriate manager.

West Coast District

1.0 Roster Frequency Allowance – Grey Base Hospital

The Employer shall pay an employee on a roster an annual availability allowance calculated on the following basis:

Frequency of Roster	Payment
One in Two	$2,229
One in three	$3,901

Note: the above annual availability allowance payment shall be paid pro rata as a weekly allowance when applicable. Any payment to a Part-time employee shall be paid as a pro rata payment.

2.0 Meal/Telephone Provisions

Westport Only

A shift worker works a qualifying shift (reference clause 7 below) of seven hours or more and who is required to work more than one hour beyond the end of the shift (excluding any break for a meal) shall be provided with a meal.

Greymouth/Westport

Westport - Telephone Allowance: - The Employer shall pay an annual allowance of $446 per annum in recognition of line rental costs for employees participating on the on call roster

Greymouth – Telephone /Meal Allowance – The employer shall pay an annual allowance of $891 per annum in recognition of telephone line rental costs for those employees participating in the on-call roster and for employees to purchase their own meals in the case of those employees who are required to work more than one hour beyond their normal rostered shift.

3.0 Transport for Call Outs

A pool vehicle is to be available to employees who are on-call. The vehicle will be available from 5pm and is to be returned by 8 am the following morning, or, when working weekend on-call, Monday morning at 8 am. The vehicle is to be used for on-call purposes only and is not intended for personal use under any circumstances. Staff who wish to use the pool vehicle are required to furnish the employer with a letter confirming that they do own their own vehicle, in compliance with fringe benefit tax legislation. This provision shall apply subject to prior approval being obtained from the Charge MIT.

4.0 Public Holidays

In addition to all other provisions of this CA, the employee will be entitled to 1 day each year as a company holiday on a day not being a public holiday, a Saturday or a Sunday. When an employee becomes entitled to additional annual leave after 5 years' service, they shall not receive the additional 1 day as provided for under this clause.

5.0 Footwear

5.1 Where the employer specifies that a medical imaging technologist is to wear a particular type of duty shoe, two pairs shall be supplied free of charge to every whole time medical imaging technologist or an allowance of ($150 from 1 July 2006) per annum shall be paid in lieu.

5.2 Where duty shoes are specified, six pairs of duty; socks, stockings or pantyhose shall be supplied free of charge or an allowance of ($36.93 from 1 July 2006) per annum shall be paid in lieu.

5.3 In the case of a medical imaging technologist who is employed part time, a proportionate part of those allowances shall be paid as applicable.

6.0 Leave to attend meeting of statutory boards and committees

6.1 the employer shall grant leave on full pay to employees attending meetings of boards or committees covered by the department of health provided that:

6.1.1 the appointment to the board or committee is by ministerial appointment

6.1.2 any remuneration received for the period that paid leave was granted shall be paid to the employer.

7.0 Shift work : Should the need arise for shifts (outside of the current hours of work) to be worked, the parties agree to commence negotiations for payment of such. Existing employees would work these shifts by mutual agreement.

8.0 Health And Safety

8.1 The employer shall comply with the provisions of the Health And Safety in Employment Act 1992 concerning safety, health and welfare matters.

8.2 The parties to this agreement agree that employers should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken.

8.3 It shall be the responsibility of the employer to ensure that the workplace meets required standards and the adequate and sufficient safety equipment is provided.

8.4 It shall be the responsibility of the every employee covered by this agreement to work safely and to report any hazards, accidents or injuries immediately to his/her supervisor.

8.5 It is a condition of employment that safety equipment and clothing required by the employer to be worn or used by the employee must be worn or used and that safe working practices must be observed at all times.

8.6 As soon as practicable after commencing work the worker shall be advised of safety procedures peculiar to the hospital environment with particular attention to health hazards likely to be met in his/her day to day work.

8.7 The ventilation in the department in general and more specifically the automatic processor shall be tested periodically (at least annually) or more frequently if it is considered there is a problem with inadequate ventilation. If a problem is identified steps to resolve this shall be undertaken as soon as practicable.

8.8 The MIT health shall be monitored on regular basis (at least annually) with lung function and liver function tests.

9.0 Maximum Consecutive Days

Where practicable, ordinary days of work shall be worked on not more than 5 successive days each week except that in no circumstances are employees to work on more than 7 successive days at any one time.

10.0 **Ordinary Hours of Work**

West Coast DHB shall maintain 35 per week (7 per day) ordinary hours of work (as per clause 3.1(iv) of this collective agreement) and all terms and conditions that arise from this ordinary hours of work provision that pre-existed this collective agreement shall remain in force as per the collective agreement dated 1 October 2013 to 7 October 2015; except salaries and allowances which shall increase by the amount as is contained in this collective agreement

Whanganui District

Accident leave in addition to clause 22 of the agreement, if the accident is accepted by the Employer as a work-related accident the employee will be placed on accident leave for the first week and paid at the basic rate of salary. This does not affect any sick leave entitlement. Should the period of absence on accident leave be longer than the first week, the employee may apply to have any shortfall in the basic salary paid as earnings compensation paid by the employer and debited to sick leave entitlement. Approval is at the sole discretion of the employer.

SCHEDULE 3: SICK LEAVE PROVISIONS

Wellness District Provisions

Applies at Lakes, Counties Manukau, Bay of Plenty, Wairarapa, and Capital and Coast & Hutt Valley:

(a) During the first six (6) months of service an employee shall be entitled to ten (10) days' sick leave on pay.

(b) After completing six (6) months of continuous service, a permanent employee is able to take such paid sick leave as is reasonably necessary to recover from the illness and injury.

(c) An employee who is absent for reasons of ill health for a period of three (3) days or more shall, if so required, supply a medical certificate to the manager setting out the nature of the illness and the date by which the employee may be expected to return to work.

(d) If the absence is long term in nature, the employee shall continue to receive ordinary pay (T1) for up to six (6) months.

(e) Wellness provisions are based on a mutual trust model and the utilisation of the provisions by an employee may be reviewed by the employer in accordance with the Managing Health Challenges at Work Policy, with appropriate notification and involvement of APEX.

SCHEDULE 4: DISTRICT OVERTIME and PENAL TIME RATES

The following penal rates /overtime rates shall be paid where they apply.

At **Capital and Coast & Hutt Valley, Wairarapa and Northland** Districts:
From midnight Friday/Saturday to midnight Sunday/Monday at double the ordinary hourly rate of pay (T2).

At **Whakatane Hospital** the public holiday penal rate is paid as per the 2024-2026 collective agreement (T2 plus ordinary salary).

At **Counties Manukau** night rate is payable when overtime or penal time is being worked from midnight Friday to 0800 Saturday and midnight Saturday to 0800 Sunday.

On Call Rates (subject to the provisions of clause 9)

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

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

SCHEDULE 5: PARTNERSHIP AGREEMENT

Objectives and Principles of the Partnership

The parties recognise the value of working more cooperatively and constructively to contribute appropriately to the over-arching goal of maintaining and advancing a Medical Imaging Technologists workforce that takes shared responsibility for providing high quality healthcare on a sustainable basis. The objectives of the partnership are:

- To ensure the parties' dealings with each other are in accord with the principles of good faith and are characterised by constructive engagement based on honesty, openness, respect and trust;
- Assist in the delivery of a modern, sustainable and high quality Medical Imaging Technologists workforce
- To support and work within the overarching approach and priorities set by the existing collective Future Workforce activity (which includes Employer, Unions and other stakeholders);
- That efforts are made to improve the party's relationship, decision making and inter party cooperation;
- To co-ordinate the trialling, and where appropriate, introduction of innovative initiatives which will improve healthcare delivery;
- To ensure the Collective Agreement is applied in an effective and consistent way to those covered in all Districts.

Principles of the Partnership

The Employer and APEX acknowledge that they must work cooperatively to achieve their overarching goal of maintaining and advancing a medical workforce which provides high quality healthcare on a sustainable basis to the New Zealand population.

The parties agree that they will:

- To the extent they are capable, provide appropriate health care to the communities they serve in an efficient and effective manner.
- To the extent they are capable, ensure the availability and retention of an appropriate trained and educated workforce both now, and in the future.
- Promote the provision of a safe, healthy and supportive work environment.
- Recognise the environmental and fiscal pressures which impinge upon the parties and work practices and accept the need to constantly review and improve on productivity, cost effectiveness and the sustainable delivery of high quality health services.
- Be good employers and employees.
- To the extent they are capable, ensure MIT workforce planning and rostering meets patient and healthcare service requirements, whilst providing sufficient training opportunities and a reasonable work/life balance.
- Recognise the interdependence of various elements of the health workforce, their collegiality and the need for a team approach to the delivery of health care.
- Accept accountability for actions.
- Accept that the need to deploy resources appropriately may lead to a review of traditional job functions and the reallocation or substitution of tasks.
- Work towards enhanced job satisfaction for MITs.

Oversight and Operationalisation of the Partnership

The partnership, and the undertaking of activities required by it, shall be overseen by a committee of 12 members, known as the MIT Action Committee (MITAC). The parties will decide their respective membership with 6 members representing APEX and its membership and 6 representing the Employer on a regional basis drawn from the regional radiology network groups.

Districts with APEX representatives on MITAC shall assist delegates with workload management to enable release from duties for attending to or undertaking MITAC work. Any issues that arise can be referred to MITAC for further assistance.

MITAC will be chaired by the operational manager who holds the national workforce portfolio related to employees covered by this Collective Agreement.

MITAC will action the attached work programme, which may be amended from time to time as agreed.

The committee will meet through voice and or video conferencing as required and hold face to face meetings at periods to be agreed but no less frequently than bi-annually. The Employer is required to support the functioning of the MITAC through ensuring parties are able to be released from other duties for this purpose.

It is recognised that both parties to the partnership have an interest in promoting the work of the MITAC and will in the first instance seek to agree on the content and form of any communications relating to the work programme and work of the MITAC.

As a new initiative it is recognised that it is important to formally review progress. The parties agree to formally do so at the mid-point of the MECA document.

The MITAC may develop proposals / projects for the improvement of workforce practices and planning involving Medical Radiation Technologists staff or receive such initiatives from others. Where appropriate, MITAC may arrange trials to validate the benefits that may arise from adoption of the proposal and in the event of a trial which the committee deems successful consider general adoption of the proposal and facilitate such adoption (whilst accepting that may require variation of the Collective Agreement). It is noted that some trials may not be possible without a variation to the Collective Agreement. Such a variation:

- Must be recorded in writing;
- May only operate for a finite period which does not exceed six months unless otherwise extended by the agreement of the Committee along with affected employees and District; and
- On completion of a trial, all terms and conditions shall revert to those applying prior to the trial and any rosters that have been implemented shall be replaced by those that existed prior to the trial.

Secretarial services shall be provided by the employers.

Process

1 **Decision making**

1.1 Every endeavour shall be made to achieve consensus in decision making except that failing consensus, decisions shall be made by majority vote.

1.2 In the event of a tied vote a proposal will not proceed.

1.3 Discussion on any proposal shall be broad and informal and constrained as to time by the guidance of the Chair (or proxy) rather than through procedural motions.

1.4 Where decisions under consideration have the potential to exceed the authorised mandate of representatives, they will ensure that they have specific mandate for the issue under consideration prior to a vote being held.

2 **Observers and Experts**

2.1 Observers may only be present with the agreement of the Parties.

2.2 Either party may invite experts by notifying the Parties.

3 **Minutes & Reporting**

3.1 Minutes shall be prepared but are in note form and not a verbatim record of proceedings.

3.2 Minutes shall have no status until confirmed by the committee, and may be amended before confirmation.

3.3 Where minutes cannot be confirmed and agreed the minutes shall record the differing views of participants.

3.4 Confirmed minutes shall be made available to interested parties unless the Committee agrees otherwise. Individual names shall not be recorded without the express agreement of the individual concerned.

3.5 Reporting to stakeholders will be active and transparent covering all key activity of the Committee.

4 **Agendas**

4.1 Executive Members shall advise the Chair of items to be included on the agenda not less than two working days before the meeting.

4.3 Items raised but not on the agenda shall be dealt with according to a majority decision of the Committee; however, form is not to get in the way of addressing and seeking resolution of outstanding issues.

5 **Quorum**

5.1 The Committee can exercise no authority, power, or discretion, and no business can be transacted unless a quorum of members is present. A quorum requires at least 100% of the permanently appointed members (or their proxy) to be present.

5.2 Members of the Committee may authorise a proxy if they are unable to attend a meeting. Notice must be given to the Chair as soon as practicably possible. The proxy will have the speaking and voting rights of the Member they are deputising for – in addition to their own if already a member of the Committee.

6 **Resolution of differences**

6.1 The parties accept that differences are a natural occurrence and that a constructive approach to seeking solutions will be taken at all times. The object of this clause is to encourage the committee to work cooperatively to resolve any differences and share in the responsibility for quality outcomes.

6.2 Any matter that cannot be resolved will be referred by the committee to a mutually agreed third party who will help facilitate an agreement between the parties. Failing identification of a mutually acceptable third party, the matter shall be referred to the Mediation Service of the Department of Labour (or its successors) to appoint someone.

6.3 In the event that the parties cannot reach an agreed solution and unless the parties agree otherwise, after no less than two facilitation meetings, the third party will, after considering relevant evidence and submissions, provide a written but non-binding recommendation to the parties.

6.4 Nothing in this agreement shall have the effect of restricting either party's right to access statutory resolution processes and forums such the Employment Relations Authority or the Employment Court or seek other lawful remedies.

MIT ACTION COMMITTEE - WORKPLAN

The following projects were included in the previous collective agreement:

PROJECT 1: PARTNERSHIP IN OPERATION

Practical Partnership: Expected outcomes

- Development and delivery of training in "constructive working arrangements"
- Defining the behaviors and roles of Leaders/Delegates in improving the workplace
- Clear mutual outcomes of how partnership behaviors will be displayed both at the national and DHB District level
- Oversight of, support for and assistance to local engagement processes

Timeframe: Immediate and ongoing

PROJECT 2: SHARED BEST PRACTICE

Shared best practice:

- Identification and profiling of best practice success stories across the sector

Timeframe: Immediate and ongoing

PROJECT 3: OVERSIGHT OF THE FUTURE DEMAND WORK STREAM.

MITAC shall sponsor a project that:

- Acts as a resource to assist DHBs to achieve this work stream;
- Share knowledge, skills and information on successes (and failures to avoid repetition) in achieving the above

PROJECT 4:

As at date of ratification, there are 14 out of the twenty DHBs who have an arrangement for all their employees providing discounted eye testing with Specsaver called the Specsaver discount deal. Following the settlement for the MECA, the remaining DHBs will be encouraged to enter into the same type of arrangement with Specsaver (or with an alternative company) by the end of the 2016 calendar year. Progress on this will initially be monitored by MITAC. The COO with operational responsibility for the MITs, and the DHBSS team advocate will collectively engage with any DHB who has not been able to enter into an agreement by the end of 2016 with a view to finalising a similar deal with all DHBs by 2017.

In addition, this settlement has agreed to undertake the following:

PROJECT 5:

The parties agree that MITAC will support a review of the Best Rostering Guidelines (clause 3.9).

The review will consider:

- Consistency of current rosters with these guidelines and any underlying issues identified where rostering arrangements are not consistent
- In impact of APEX claims to:
    - Make guidelines enforceable (noting acknowledgement of need for flexibility around enforcement)
    - Limit weekends to no more than 1 in 4 on duty or on call
    - Limit a period of night shifts to no more than 1 in 4 weeks

- Require an employee not be rostered on call Monday-Thursday the night before a rostered day off and/or scheduled leave

Other projects as agreed by the committee

On Call Roster Review Process

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

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

Shift implementation for high risk on call periods

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

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

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

Risk Level Assessment

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

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

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

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

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

(iii) Where the fatigue risk level for an on call roster is 'low risk', the employer shall continue to actively monitor for increased fatigue risk.

(iv) Where the fatigue risk level for an on call roster is 'medium risk', risk mitigation actions should be deployed.

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

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

(vi) Fatigue risk matrices:

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

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

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

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

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

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

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

Reducing Fatigue – Related risk

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

- Calling in when fatigued and ensuring sufficient cover is available when this occurs
- Workplace napping (when, where, how)
- Analysis of data for monitoring fatigue
- Acting on data, feedback to staff and management
- Appropriate workload and type of work (only necessary work to be performed)
- Best Practice Rostering Guidelines

- Getting home safely – risk to self and others on the road but noting if the risk is prevalent, the risk of clinical practice prior to driving home is also likely to be present.

Fatigue management education

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

APPENDIX 1:

Recognition Steps – Progression Process

Principles

1. The recognition steps facilitate progression that many employees naturally seek in the course of their work. It is designed to enable employees to utilise their expertise as a formal part of their practice, while enhancing service delivery and fostering continued development and growth through the process of agreed objective setting and delivery

2. For this reason, it is anticipated that, where reasonable and agreed, an employee may be able to progress the objectives required for recognition progression during work time.

Eligibility

3. To be Eligible for Salary Progression:

a) An employee may initiate the recognition process immediately after moving to the qualifying step (e.g. Step 8 to progress to Step 9, Step 9 to progress to Step 10). As per clause 5.1.3 progression will not occur until the employee has been on the qualifying step for at least a year. An employee must be on Step 8 (APS) before they can move to Recognition Step 9 or must be on Recognition Step 9 to move to Recognition Step 10.

b) Demonstrates innovation, excellence, leadership, and/or specialist skills and knowledge in their contribution to service. This could include, but is not limited to:
   i. At least two years working in an area of specialisation or advancing practice.
   ii. Recognised by other staff as becoming expert in at least one area of clinical or cultural skills and approached as a resource and teacher (with appropriate evidence
   iii. Evidence of involvement in quality and improvement initiatives or audit activity.
   iv. Evidence of involvement in research, presenting at conferences or authoring work
   v. Agreed postgraduate study.

c) Has had a satisfactory performance appraisal (or equivalent) within the last 12 months.

d) Is undertaking clinical work at the level expected as described in the GEPP document at the applied for salary step. Link: Draft Guidelines for Expectations of Professional Practice of Allied Health, Scientific and Technical Professionals (GEPP) 2023.

e) Has achieved agreed objectives linked to Guidelines for Expectation of Professional Practice at relevant level.

f) Is contributing to the wider organisational goals, the team, the service, the locality, or the system in general.

Frequency

4. An employee can progress to the Recognition Step at any time throughout the year (once criteria is met), i.e., they do not need to wait for their anniversary date. However, only one step movement can be made annually.

Criteria

5. The criteria for progression to each recognition step are as follows:

    a) To access Recognition Step 1 (Step 9 of the Degree-based scale) an employee must select and complete objectives across no fewer than two domains ensuring that cultural safety and Te Tiriti principles are woven into objectives. Objectives must be chosen from the “Further Developing Knowledge & Skills” or further Stage of Development.

    b) To access Recognition Step 2 (Step 10 of the Degree-based scale) an employee must select and complete objectives across no fewer than two domains, ensuring that cultural safety and Te Tiriti principles are woven into objectives. Objectives must be chosen from the “Becoming Expert” Stage of Development.

    c) To access Step 4 of Grade DF on the Clinical/degree qualified designated salary scale, an employee must select and complete objectives across no fewer than two domains, ensuring that cultural safety and Te Tiriti principles are woven into objectives. Objectives must be chosen from the “Acknowledged Leader” Stage of Development. At least one objective will be selected from the “Leadership & Management” domain.

Objectives

6. It is intended that objectives are ones that show growth, development, and continuing contribution to the service. As such, objectives will generally be relevant to the service, wider organisation and/or profession evidence of role stretch/meritorious performance.

7. The parties acknowledge that it is the individual employee’s decision and responsibility to initiate the processes associated with the recognition progression step. To commence the process the employee will write to the team leader/ manager requesting a meeting to set objectives.

8. The discussion and setting of objectives for additional progression would normally occur in conjunction with the employee’s annual performance review. Objectives agreed will be specific, measurable achievable realistic and time bound (SMART). Reviews throughout the 12 months can be undertaken by mutual agreement. Setting the objectives may involve the professional lead or equivalent.

9. In the event that the manager and the employee cannot agree on the objectives the employee may consult with the relevant union. If there is still no agreement, they may need to meet with the union and their manager, professional lead or equivalent. This objective setting process is to be completed in three months of the employee requesting the meeting. Without agreed objectives no progression will occur.

10. Recognition objectives must be set and agreed prospectively by the manager and the employee in a timely manner. However, the setting of objectives may take into consideration work that has been initiated within a reasonable timeframe prior to the objectives being set as long as objectives remain current to service need/service development and of benefit to professional development.

APPENDIX 2:

Salary scales for employees who work 37.5 hours and 35 hours per week.

Medical Imaging Technologists

37.5 hours

Step	6-Jul-26	5-Jul-27	
Recognition step 10	$111,522	$113,752	R
Recognition step 9	$108,562	$110,732	R
APS step 8	$105,600	$107,713	APS
Step 7	$103,099	$105,162	A
Step 6	$100,411	$102,419	A
Step 5	$95,973	$97,893	A
Step 4	$90,446	$92,255	A
Step 3	$84,920	$86,619	A
Step 2	$79,390	$80,978	A
Step 1	$73,863	$75,340	A

35 hours

Step	6-Jul-26	5-Jul-27	
Recognition step 10	$104,087	$106,169	R
Recognition step 9	$101,324	$103,350	R
APS step 8	$98,560	$100,532	APS
Step 7	$96,226	$98,151	A
Step 6	$93,717	$95,591	A
Step 5	$89,575	$91,366	A
Step 4	$84,416	$86,104	A
Step 3	$79,259	$80,844	A
Step 2	$74,097	$75,580	A
Step 1	$68,938	$70,317	A

Designated positions

37.5 hours

Designated Grade	6-Jul-26	5-Jul-27
Designated F	$145,077	$147,978
	$141,129	$143,952
	$137,181	$139,925
	$133,234	$135,899
Designated E	$133,234	$135,899
	$130,273	$132,879
	$127,313	$129,859
Designated D	$127,313	$129,859
	$124,845	$127,342
	$122,378	$124,825
Designated C	$122,378	$124,825
	$119,911	$122,309
	$117,443	$119,792
Designated B	$117,443	$119,792
	$114,976	$117,276
	$112,509	$114,759
Designated A	$112,509	$114,759
	$109,548	$111,739
	$106,587	$108,719

35 hours

Designated Grade	6-Jul-26	5-Jul-27
Designated F	$135,405	$138,113
	$131,721	$134,355
	$128,036	$130,597
	$124,352	$126,839
Designated E	$124,352	$126,839
	$121,588	$124,020
	$118,825	$121,202
Designated D	$118,825	$121,202
	$116,522	$118,852
	$114,219	$116,504

Designated C	$114,219	$116,504
	$111,917	$114,155
	$109,614	$111,806
Designated B	$109,614	$111,806
	$107,311	$109,457
	$105,009	$107,109
Designated A	$105,009	$107,109
	$102,245	$104,290
	$99,481	$101,471

What does APEX do?

- We negotiate **collective agreements** for employees in both the **public and private sectors**, and we enforce those agreements to ensure our members get their rightful entitlements.
- We provide members with general **employment advice**. This includes information about your employment rights under legislation and common law, your collective agreements, pay, and any disputes that may 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 **400 delegates** in workplaces around NZ, providing them with training and access to professional advice whenever they need it. Our delegates are readily available to you in the workplace and serve as a critical link between members and the professional advocates and staff employed by APEX.
- We produce **reports and newsletters** to keep you up to date with what's happening in your world, the wider Allied Scientific and Technical Health Practitioners space, and the broader 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 on industrial matters but also on health policy, health and safety issues, and to promote the invaluable work you perform.

To join, find your delegate or see your fee structure, visit our website **apex.org.nz**

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