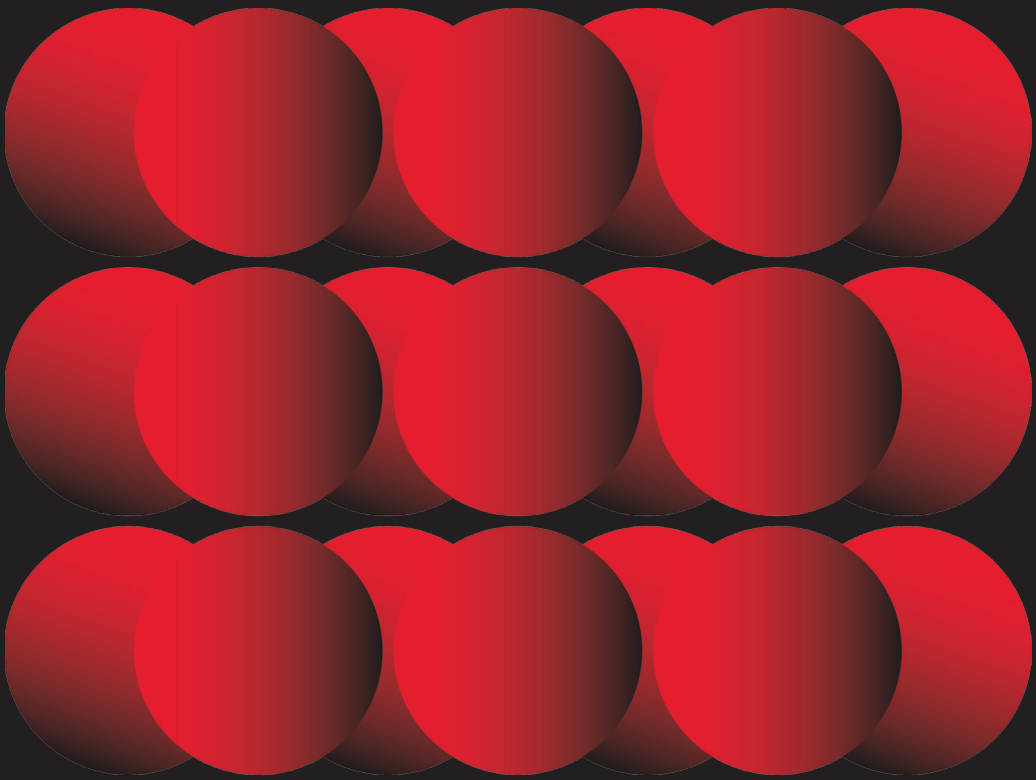
Te Whatu Ora

RADIATION THERAPISTS

Collective Agreement



08.04.26 - 31.03.28

APEX
Allied, Scientific and Technical

RADIATION THERAPISTS

Collective Agreement

between

Te Whatu Ora

and

APEX

Allied, Scientific and Technical

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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 to perform radiation therapy and/or associated duties including but not restricted to the following designations:

- Radiation Therapists
- Radiation Therapy Assistants
- Student Radiation Therapists

And any other employee substantially employed as a Radiation Therapist, Assistant or student, but who may from time-to-time use (an) alternative title(s).

1.2 The parties to this collective agreement are Health New Zealand | Te Whatu Ora, referred to as the employer or Health NZ, and the Association of Professionals and Executive Employees Incorporated, referred to throughout this agreement as APEX or the "union".

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

1.4 At the time a new employee commences employment the employer will inform the employee:

i. That the Collective Agreement exists and covers work to be done by the employee; and
ii. That the employee may join APEX that is a party to the collective agreement; and
iii. That in any case, the employee will be offered the terms and conditions of the APEX CA and will have 30 days to decide if they wish to join APEX or not.
iv. will provide the employee with information on how to contact the union and appropriate union material that the union supplies to the employer for giving to new employees.

The orientation of a new employee shall include an introduction to the relevant union workplace delegate

2.0 DEFINITIONS

In this Agreement unless the context otherwise requires:

"Advanced Practice" Advanced level practice is applied to designated positions and are developed by the Employer based on service need:

- Advanced level practice is delivered by experienced, registered (where required) health professionals; and is characterised by a high degree of autonomy and complex decision making.
- This is underpinned by a post-qualification master's level award or equivalent that encompasses the areas of clinical practice, leadership and management, education and research/service improvement, with demonstration of both advanced practice core capabilities and area-specific clinical competence

- Advanced clinical practice will demonstrate capability to achieve Pae Ora – Healthy futures for Māori, framed by Te Ao Māori and honouring tikanga, ritenga and mātauranga Māori
- Advanced clinical practice embodies the ability to manage clinical care in a culturally safe and competent manner in partnership with individuals, families and whānau. It includes the analysis and synthesis of complex problems across a range of settings, enabling innovative solutions, including changes to models of care to enhance people's experience and improve outcomes.

"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 Radiation Therapist" means a Radiation Therapist, who is appointed to manage the delivery of radiation treatment and planning processes for an employer. For the sake of clarity, this shall include those Radiation Therapists designated as team leaders or equivalent.

"Clinical Educator" means a radiation therapist who is responsible for the ongoing education and development of radiation therapists and those completing registration requirements, and is wholly or mainly engaged in that work for an agreed proportion of their work.

"District Health Board" (DHB) is an organisation established as a District Health Board under Section 15 of the NZ Public Health and Disability Act 2000.

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

"Head of Section" means a radiation therapist who is appointed with overall operational responsibility for a section, e.g. treatment, planning.

"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.

"Radiation Therapy Assistant" means a person who is employed in a radiation therapy department in manual or technical work ancillary to that of a radiation therapist but who is not a registered radiation therapist, student radiation therapist or fulfilling the role of a registered radiation therapist, student radiation therapist physicist or nurse.

"Radiation Therapist" is a Radiation Therapist who having passed an examination that is approved by the Medical Radiation Technologists Board (or any authority constituted as a replacement or in substitution to the Board) as a registerable qualification or equivalent has been registered by the Medical Radiation Technologists Board (or any authority constituted as a replacement or in substitution to the Board).

"Regional Cancer Service / Centre / Network" means the geographical area, as defined by Health NZ, where cancer services are delivered across one or more districts. These are currently defined as being Northern / Waikato / MidCentral / Capital, Coast and Hutt Valley / Canterbury / Southern.

"Senior Clinical Educator" means a senior radiation therapist who is recognised by the employer as having an appropriate advanced level of expertise by performance in and/or responsibility for the ongoing education and development of radiation therapists.

"Senior Tutor Radiation Therapist" means a Radiation Therapist who is recognised by the

employer to have a level of expertise by performance in and/or responsibility for the teaching of student radiation therapists.

“Service” means all service as a radiation therapist, radiation therapy assistant, student radiation therapist and service teaching radiation therapy unless specifically stated otherwise in this collective agreement. Provided that existing employees shall have all previous service under a previous employment agreement recognised.

“Specialist Radiation Therapist" means a Radiation Therapist who is appointed as having clinical expertise related to specific area(s) of radiation therapy and may be called upon in an advisory capacity to assist other employees with difficulties encountered with specific situations relating to their area(s) of expertise.

"Student" Radiation Therapist means a person, who is undergoing a course of training leading to a qualification in Radiation Therapy that is recognised by the NZ Medical Radiation Technologists Board (or any authority constituted as a replacement or in substitution to the Board) as registerable (or equivalent) and includes employees completing registration or equivalent requirements.

“Supervisor” means a radiation therapist who is appointed to be responsible for the day to day coordination of an area, e.g. responsible for the coordination of staff activities and a treatment machine.

"Training school" means an institution recognised by the Minister of Education as a training school for Radiation Therapists.

"Tutor Radiation Therapist" means a radiation therapist who is responsible for the teaching of students and is wholly or mainly employed in that work for an agreed proportion of their work.

"Full time employee" means an employee who works not less than the basic hours set out under "hours of work" clause in this Agreement.

PART TWO: PROVISIONS RELATING TO HOURS OF WORK

3.0 HOURS OF WORK

3.1 The basic working hours shall be 40 in each week, 8 per day and worked on not more than five days with two consecutive days off per week. By mutual agreement rostered duties can be up to 10 hours per day but in that case shall be limited to not more than 4 consecutive days.

3.2 Alternatively, basic hours per fortnight may be 80 and not more than 8 per day and worked on not more than seven consecutive days, with two consecutive days off per week. By mutual agreement rostered duties can be up to 10 hours per day but in that case shall be limited to not more than 4 consecutive days with a minimum of three days off before returning to work.

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

3.4 Employees can only have their hours of work altered by agreement. Any such agreement shall be in writing. Where any proposed alteration affects the established hours of work roster, agreement must be gained from all affected employees.

3.5 Employees have the right to seek the advice of APEX or to have APEX act on their behalf before signing any such agreement.

3.6 Hours of work rosters will be notified not less than 28 days prior to the commencement of the roster provided that less notice may be given in exceptional circumstances.

3.7 The normal working week shall commence on Monday between 7.00am and 10.00am.

3.8 An evening shift may be introduced to the roster for periods in excess of 4 consecutive weeks. The shift period shall not exceed 7½ hours including a ½ hour meal break between Monday to Friday.

Payment for an evening shift shall be 9 hours at ordinary rates. This payment shall be deemed to be inclusive of all other penal and night rates.

The evening shift shall run from 2.00pm and shall finish no later than 9.30pm but may commence and finish earlier by agreement between the parties from time to time if appropriate to meet service workload. There will be no more than one shift change per month.

Employees may from time to time be requested to work until 10.30pm, such additional work will be paid as overtime.

When employees regularly work 9 or 10 hour shift pattern, the alternative Evening Shift hours and payment are captured in the following table:

Normal Working Hours	Evening Shift Hours	Evening Shift Pay (inclusive of penal and night rates)
9	8.5	10 hours T1

10	9.5	11 hours T1

No employees shall be rostered to work more than 50% of their ordinary hours as evening shifts in any 12-month period nor shall they be required to work for more than a continuous period of three months on the evening shift.

3.9 Any of the provisions in these clauses may be varied by agreement between APEX and the District concerned. Such agreement shall be recorded in writing.

3.10 During pregnancy, an employee may request a change to their work pattern. This may be supported by advice from a health professional. If the advice recommends a change to their work pattern, shifts worked or number of hours, arrangements are to be agreed between the line manager and employee.

Employees with health concerns may request a change to their work pattern. This may be supported by advice from a health professional. If the advice recommends a change to their work pattern, shifts worked or number of hours, arrangements are to be agreed between the line manager and employee.

3.11 An employee who makes a request for flexible working arrangements shall have their request considered in accordance with Part 6AA of the Employment Relations Act.

3.12 The employer will ensure workplaces are providing for remote and hybrid work arrangements in accordance with local policies when 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 4.2 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 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.

4.3 Except where provided for in 4.2 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.

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

4.5 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer.

PART THREE: RATES OF REMUNERATION

5.0 SALARIES AND WAGES

5.1 Radiation Therapists shall receive a salary as follows:

Step	2-Dec-24	13-Apr-26	12-Apr-27
Recognition step 10	$116,390	$119,300	$121,686
Step 9*	$113,300	$116,133	$118,455
Step 8	$110,210	$112,965	$115,225
Step 7	$107,600	$110,290	$112,496
Step 6	$104,794	$107,414	$109,562
Step 5	$100,163	$102,667	$104,720
Step 4	$94,394	$96,754	$98,689
Step 3	$88,627	$90,843	$92,660
Step 2	$82,856	$84,927	$86,626
Step 1	$77,087	$79,014	$80,594

5.1.1 Part-time Radiation Therapists - A part-time Radiation Therapist shall be paid a rate of salary representing the proportion of the salary payable in respect of full-time employment in the appointment occupied by the employee that the number of hours worked during the week bears to 40.

5.1.2 For the purposes of 5.1, a radiation therapist qualified by examination shall be deemed to have become so qualified on the first day of the next month following that in which the final part of the qualifying examination was sat.

5.2 Progression– Core salary scale

5.2.1 Automatic Steps

For Steps 1 – 9 inclusive above, progression will occur by annual increment at anniversary date.

i. For movement to step 9, a performance appraisal must be conducted prior to progression. However where the performance appraisal has not been conducted by no fault of the employee, then progression will not be denied.

ii. Employees with 12 months service on step 8 as at 5 August 2024 will move to step 9 on 5 August 2024. Employees with less than 12 months service on step 8 shall move to step 9 once they have 12 months service on step 8 provided 5.2.1 i) has been satisfied.

5.2.2 Effective from 4 July 2022, where a radiation therapist obtains a recognised post-graduate qualification (as defined by clause 5.10 or if relevant to their role) they shall move to the next step in the salary scale. This movement will not reset the anniversary date for progression in the automatic part of the scale.

5.3 Progression - Recognition Steps

(a) The recognition progression step (step 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 Schedule Six of this Agreement.

5.4 Commencing salaries

5.4.1 Placement of New Employees on Salary Scales

(a) When determining the appropriate placement of new employees (who have current NZ registration) on the automatic steps of the core RT salary scale, the employer shall recognise all previous service working as a radiation therapist and radiation therapy assistant.

5.4.2 Employees from overseas who are completing registration requirements shall be paid as a minimum on step 1 of the Radiation Therapist salary scale.

5.5 Designated positions scale

Designated Grade	Step	2-Dec-24	13-Apr-26	12-Apr-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

* = Recognition Step (see clause 5.3)

5.6 Designated position scale

(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, Section Head, or Specialist/Supervisor and appointment normally occurs after advertising of the position.

(b) During the course of this collective agreement, the parties will continue to work to finalise a Career Framework that will confirm where the Designated positions sit in the scale. The parties acknowledge that Health New Zealand | Te Whatu Ora intend to introduce a common job sizing methodology for Designated positions to assist in determining appropriate allocation to a Designated band. Health New Zealand | Te Whatu Ora will engage with the APEX throughout this process. This process will enable services to assess new designated positions and where they should sit on the designated scale.

(c) The minimum steps for the RT roles are as follows:

i. Charge Radiation Therapists shall be paid on the designated F scale.

ii. Head of Section, Auckland Clinical Team Leaders shall be paid on the designated E scale.

iii. When appointed to the designated role, Advanced Practice Radiation Therapists shall be paid on the designated D scale.

- On completion of Masters and necessary credentialling, they shall be paid on the designated E scale.

iv. Senior Clinical Educators, Senior Tutors RTs, Advanced Practice Radiation Therapists shall be paid on the designated D scale.

v. Supervisor, Specialist, Clinical Educator or Tutor shall be paid a minimum of Designated C.

vi. The Auckland Professional Leader shall be paid on the designated F scale.

(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 except:

i. Employees who have been on C3 for twelve months or more, may access an enhanced C3 salary. This salary is equivalent designated D2 salary step. Accessing enhanced C3 is subject to satisfactory performance which will be assessed by way of a performance appraisal. However where the performance appraisal has not been

conducted by no fault of the employee, then progression will not be denied.

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

5.7 Employees with Protected Salaries post-Pay Equity settlement

5.7.1 An employee who has had their salary rate maintained following the translation to the new clinical/degree-qualified core scale shall move onto Recognition Step 10 from 8 April 2024 where that rate is at or above their maintained salary. They shall also receive a one-off lump sum payment of $4,000 less the difference between the maintained salary and the Recognition Step 10 rate, pro-rated for contracted FTE.

5.7.2 Where an employee's maintained salary remains above the rate for Recognition Step 10 at 8 April 2024, they shall receive a one-off lump sum payment of $4,000, pro-rated to their contracted FTE.

5.7.3 Should an individual in receipt of a lump sum under 5.7.1 or 5.7.2 be subsequently deemed to have been in a designated position and is translated to the Designated Positions scale in accordance with the agreed review process then this lump sum shall be offset against any salary payment owing.

5.8 **Radiation Therapy Assistants** shall receive a salary as follows:

Assistants Core Scale: Group B	2-Dec-24	13-Apr-26	12-Apr-27
Step 7	$86,719	$88,887	$90,665
Step 6	$82,785	$84,855	$86,552
Step 5	$79,039	$81,015	$82,635
Step 4	$75,471	$77,358	$78,905
Step 3	$72,074	$73,876	$75,353

Progression from step 3 to step 7 is by automatic annual increment.

5.9 Employees on fulltime study leave

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

5.10 Recognised post-graduate qualifications include:

- A Master of Advanced Radiation Therapy Practice or Master of Science for Advanced Radiotherapy;
- A Master of Health Sciences, Master of Medical Sciences or Master of Sciences;
- A PhD.

6.0 EMPLOYMENT OF STUDENTS

6.1 The parties to this Collective Agreement agree that students employed in the terms of this Agreement will be released on leave without pay to attend the relevant classroom based study

at the training provider, and/or undertake clinical experience visits to other Oncology Units.

6.2 Salaries and Wages

Pay scales shall apply to students who have successfully completed their first academic year.

Step	7-Apr-25	13-Apr-26	12-Apr-27
1	$53,420	$54,756	$55,851

6.2.1 Students will be treated as fulltime employees and entitled to all other conditions of employment.

6.3 Travel and Accommodation Expenses

6.3.1 The employer shall pay all actual and reasonable expenses associated with classroom and clinical experience visits incurred by 2nd and 3rd year students when attending classroom based study at the training provider, and undertaking clinical experience visits to other New Zealand Oncology Units as a required part of their training except that in Waikato and Canterbury Districts payment shall be capped at a maximum of $3,500 per student per annum and in Southern District at $5,500 per student per annum.

6.3.2 The employer shall pay all actual and reasonable accommodation and travel expenses incurred by 2nd and 3rd year students when attending classroom based study at the training provider, and undertaking clinical experience visits to other New Zealand Oncology Units as a required part of their training.

6.3.3 The employer will reimburse 2nd and 3rd year students the training provider's entire tuition fee and any reasonable course associated costs.

6.3.4 The employer shall reimburse to 2nd year students their 1st year student training provider tuition fees after 6 months of successful participation in the year 2 of study.

7.0 OVERTIME AND PENAL TIME

7.1 The normal hourly rate of pay shall be 1/2086 part, corrected to 3 decimal places of a dollar of the yearly rate of salary payable.

7.2 Equivalent time off in lieu of payment for work performed outside normal hours may be granted by agreement.

7.3 Overtime and penal time shall not be paid in respect of the same hours.

7.4 Overtime

7.4.1 Overtime - 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.

7.4.2 Overtime shall be paid at the following rate:

a) Overtime worked on any day (other than a public holiday) from midnight Sunday/Monday to midnight on the following Friday shall be paid at one and one half times the ordinary

hourly rate of pay (T1.5) for the first three hours and at double the ordinary hourly rate of pay (T2) thereafter; except,

b) Overtime worked from 2000 until 0600 Sunday to Friday, or from midnight Friday to midnight Sunday/Monday, or on a public holiday shall be calculated at double the ordinary rate (T2).

7.4.3 An employee who is eligible to be paid overtime shall as an alternative to such payment be entitled to choose time off equivalent to the extra time worked at the convenience of the employer.

7.5 Penal Time

7.5.1 This is defined as time (other than overtime) worked within basic hours on a Saturday or Sunday.

7.5.2 Penal time shall be paid at a rate of T1/2 times the normal hourly rate in addition to the normal hourly rate of pay for all hours which so fall.

7.5.3 Except that between 12 noon Saturday and 12 Midnight Sunday/Monday shall be paid ordinary (T1) hourly rate in addition to the normal hourly rate of pay for all hours which so fall.

7.6 Night Rate

7.6.1 An employee will be paid at T1/4 times the normal hourly rate in addition to the basic salary for all hours worked between 2000 hours and 0600 hours midnight Sunday/Monday to midnight Friday/Saturday.

7.6.2 Night rate is not payable when overtime or penal time is being worked.

7.7 Work on Public Holidays

7.7.1 All work performed on public holidays shall be paid at normal pay plus T1 (1/2086) plus one relevant equivalent day off at a later date as provided for in the Holidays Act 2003.

8.0 ON CALL

8.1 An employee shall be paid for a minimum 3 hours or for actual working and travelling time, whichever is the greater, at the appropriate overtime rate when the employee:

(i) is called back to work after
- completing the day's work or shift, and
- having left the place of employment; or

(ii) is called back before the normal time of starting work, and does not continue working until such normal starting time; except that:
- call backs commencing and finishing within the minimum period covered by an earlier call back shall not be paid for
- 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.

8.2 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.

8.3 Where an employee is instructed to be on call during normal off duty hours an on-call allowance of $8 per hour and $10 per hour on public holidays shall be paid while on call.

8.4 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. Alternatively, where it is not practicable to provide a cell phone half the cost of a single telephone rental shall be reimbursed to the employee by the employer and a long-range locator (or similar electronic device) shall be made available to the employee for the period of on call duty at no expense to the employee.

8.5 In addition to the provisions of clause 9, if a call back of less than a full shift is worked between two periods of duty of a full shift or 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 that those employees who are called back between 2400 hours and 0500 hours must also be provided with a break of nine continuous hours after the call back.

8.6 Employees who are regularly 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. The maximum combined entitlement under these provisions and Extra Leave for Shift Workers is five days per annum.

8.7 Part-time Employees (Call-backs)

Overtime rates will only apply where the part-time worker has worked in excess of 8 hours per day except that where part-time workers are part of an official on call roster and are called out from their place of residence in emergency circumstances, then they shall be paid on the basis of a minimum number of hours at the rates outlined in clause 8.1 (i) above. The length of the call would be measured in respect of actual time worked and reasonable 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:

(a) call-outs commencing and finishing within the minimum period covered by an earlier call-out shall not attract any additional payment.

(b) where a call-out commences before and continues beyond the end of a minimum period for a previous call-out, payment shall be made as if the employee had worked continuously from the beginning of the previous call-out to the end of the latter call-out.

8.8 An employee not required to work on a public holiday but who is required to be on call on a public holiday shall be granted a day in lieu regardless of whether the employee was called back or not.

8.9 Transport for Call Outs

Where an employee who does not reside in the employer's accommodation is called back to work outside the employee's normal hours of duty, the employer shall either -

(a) at no cost to the employee, provide the employee with transport from the employee's place of residence to the institution where the employee is employed and to the place of residence from the institution; or

(b) reimburse the employee in accordance with the Inland Revenue Mileage Rates (motor cars-two tier scale) for expenses incurred in travelling from the employee's place of residence to the institution, or from the institution to the employee's place of residence, or both travelling to and from the institution.

NOTE: These rates may be adjusted by the Inland Revenue Department from time to time.

9.0 MINIMUM BREAK BETWEEN SPELLS OF DUTY

9.1 A break of at least nine continuous hours will be provided wherever possible between any two periods of duty of a full shift or more.

9.2 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.

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

9.4 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.

9.5 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.

9.6 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.

9.7 If an employee is absent for any day, days or part of a day on account of annual, sick or other leave, either with or without pay, the qualifying period for the payment of overtime shall be reduced by the employee's ordinary or rostered hours of duty (not exceeding the number of hours of the rostered shift) for such absences.

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 one day or longer, 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.

11.0 REIMBURSEMENT OF EXPENSES ON EMPLOYER BUSINESS

11.1 Motor Vehicle Allowance

Employees who are requested by the employer to use their private motor vehicle on employer business shall be paid a motor vehicle allowance as promulgated from time to time by the Inland Revenue Department.

11.2 Meal Allowance

A shift worker who works a qualifying shift of 8 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 paid a meal allowance of $8.50 or, at the option of the employer, be provided with a meal.

11.3 Working in Another Service

Where employees agree to travel away from the District within which they are employed to perform radiation therapy:

11.3.1 Such secondments shall be subject to agreement concerning the number of staff involved and the duration of the transfer, and they shall receive:

a) reimbursement for all actual and reasonable expenses including travel and overnight accommodation expenses, and
b) expenses incurred as a result of meal and other incidental expenses, and
c) reimbursement for any costs incurred as a result of their being away from home (such as childcare costs) over and above those that would normally be incurred had the employee not been travelling away from home, and
d) where an employee is away from their District over a weekend, they shall be reimbursed all expenses incurred in travel to and from their home for the weekend(s), and
e) T+1/4 for all hours worked.

11.4 Annual Practising Certificate or Equivalent

11.4.1 Radiation Therapists are required to hold an annual practising certificate or equivalent in order to practise.

11.4.2 The cost of the certificate or equivalent shall be refunded or paid in full by the employer in a manner agreed between the parties.

11.5 Indemnity

The employer shall ensure that it is insured in such a 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 for an employee for claims arising after an employee has ceased employment with the employer in respects of acts or omissions during employment.

11.5.1 The coverage after cessation of employment is made on the understanding that the employee will make every reasonable effort to keep the employer informed of incidents at the time of which they occur.

11.6 Professional Association Fees

The employer will reimburse New Zealand Society of Medical Imaging and Radiation Therapy costs to the employee.

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

11.8 All best endeavours will be taken to reimburse employees expenses (including those in Clause12) within two pay periods.

12.0 PROFESSIONAL DEVELOPMENT

12.1 Each employee shall be entitled to a minimum of 5 days per annum on pay (accumulative for two years) to attend relevant continuing education including courses, conferences and/or study except that for the purpose of international travel an additional 2 days paid leave shall be provided per trip.

Where extra educational requirements are established with the employer in advance the employee may be granted an extra 2 days leave at the discretion of the employer. These two days are in addition to those granted elsewhere in this clause.

(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)

12.2 Where a Radiation Therapist 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:

12.3 The employee who attends a course of study or conference shall provide feedback as discussed and agreed with their manager.

12.4 Each District shall commit each financial year (that being 1 July to 30 June) a pool of funds for meeting approved professional development costs incurred by radiation therapists.

The value of the pool for each district will be calculated per headcount employed in the district as at 1 April each year.

- For 2026, employer CPD pool contributions will be $1,650 per person and calculated at date of ratification of the Collective Agreement
- From 2027 employer CPD pool contributions will increase to $2000 per person

12.5 At the conclusion of each financial year, the remaining pooled funds will roll over to the following financial year. Pooled funds will only accumulate to a maximum of two financial years: unspent funds that have rolled over for more than 24 months will drop off at the start of the third year.

*Example: Remaining funds from the ‘25-‘26 FY will roll over into ‘26-‘27 FY. The following year only the remaining ‘26-‘27 FY funds will roll over to the ‘27-‘28 FY. If there are unspent funds from the ‘25-’26 FY at the end of the ‘26-‘27 FY, these funds will drop out of the pool.

12.6 CPD Fund Administration

a) The pool shall only be available to members of APEX.

b) The pool shall be administered by the department in each respective District by the service manager, Charge/Team Leader RTs, APEX delegate and RTs in a manner agreed

by APEX and the District concerned. This agreement shall be confirmed in writing by the parties.

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

d) 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.

13.0 RETIRING GRATUITIES

13.1 For the purposes of this clause, service is defined in schedule one. This clause does not apply to employees of MidCentral District or Canterbury District.

13.2 For the purposes of establishing eligibility for a gratuity, total service with the employer may be 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.

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.

13.3 Gratuities may 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 or civil union relationship.

13.4 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.

13.5 For the purposes of calculating the amount of gratuity which the employer may pay the rate of pay on retirement shall be the basic rates of salary or wages.

13.6 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.

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 31 years 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.

PART FOUR: PROVISIONS RELATING TO LEAVE

14.0 PUBLIC HOLIDAYS

14.1 Nothing in this clause shall diminish the provisions of the Holidays Act 2003. The following days shall be observed as public holidays:

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

When any of the above holidays falls on a Saturday or Sunday, it shall be observed on the following Monday, and, in the event of another holiday falling on such a Monday, such other holiday shall be observed on the next succeeding Tuesday.

Provided that, in order to maintain essential services, the employer may require an employee to work on a public holiday.

14.2 Employees required to work on public holidays - An employee required to work on a public holiday shall be paid the hourly rate as specified in clause 7.7.1.

14.3 An employee who is rostered on call on a public holiday will be entitled to a paid day in lieu at a later date convenient to the employer regardless of whether the employee is called in.

14.4 Public Holidays Falling During Leave or Time Off

14.4.1 Leave On Pay
When a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not to be debited against such leave.

14.4.2 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 leave and military leave without pay) unless the employee has worked during the fortnight ending on the day on which the holiday is observed.

14.4.3 Leave on Reduced Pay
An employee shall, during a period on reduced pay, be paid at the same reduced rate for public holidays falling during the period of such leave.

14.4.4 Off Duty Day
Except where the provisions of 14.1 above apply, if a public holiday, falls on a rostered

employee's off duty day (such off duty day not being a Saturday or a Sunday) the employee shall be granted an additional day's leave at a later date convenient to the employer.

14.5 Equivalent time off in lieu of whole holidays is to be treated the same as annual leave in respect of the rules regarding accumulation (refer to clause 15.2.4).

15.0 ANNUAL LEAVE

15.1 Subject to 15.2 below, employees shall be granted leave of absence on full pay in respect of each leave year as follows:

- 20 days (4.0 weeks) annual leave for students
- 22 days (4.4weeks) annual leave for employees (other than students)
- 25 days (5.0 weeks) annual leave for those with 5 years or more service

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 All periods of employment as a radiation therapist, assistant and student radiation therapist both in New Zealand and overseas shall be recognised as service for the purposes of this clause.

(i) Notwithstanding the above employees employed prior to 1 January 2003 shall continue to have all additional periods of service recognised prior to that date credited for the purpose of annual leave while they remain employed by a District Health Board.

15.2.3 The employer may permit an employee to take annual leave in one or more periods. As per the Holidays Act 2003, an employee must be allowed to take annual holidays within 12 months after the date on which the employee's entitlement to the holidays arose.

15.2.4 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 further 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.

15.2.5 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.

15.2.6 The employer must make adequate provision to enable employees to take their leave.

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 6 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

Casual employees may be paid 8% of gross taxable earnings where the criteria for 'pay as you go' in s. 28 of the Holidays Act is met. If the criteria is not met, casual employees are entitled to accrue annual leave in accordance with clause 15.1. This change must be advertised to the employee in writing.

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 or parental 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 8.00am to 5.00pm.

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 8.00am to 5.00pm.

c) the shift work performed:
   (i) is rostered and rotating, and
   (ii) 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 8.00am to 5.00pm.

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 6.00am and 6.00pm will not qualify for extra leave.

(i) 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
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

(ii) 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) (i) and (ii) 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 6.00 a.m. or finish up to three hours later than 6.00pm 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 6.00am or 6.00pm	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 6.00 p.m. but are not part of a rostered shift system will not qualify for additional leave.

16.0 SICK LEAVE

16.1 In accordance with the Holidays Act 2003 (as amended) on appointment an employee shall be entitled to 10 working days for sick or domestic purposes during the first twelve months of employment, and an additional ten days working days for each subsequent twelve-month

period with a maximum entitlement of 260 working days (pro rata for part time staff). The employee shall be paid for minimum statutory sick leave entitlements as prescribed in the Holidays Act 2003. Additional contractual or discretionary sick leave that is taken or approved shall be paid at the normal rate of pay (T1 rate only).

16.1.1 Sick leave entitlement for employees at MidCentral District as provided in the previous collective agreement and detailed in schedule two shall continue to apply.

16.1.2 Capital and Coast District's wellness policy (detailed in schedule two) will continue to apply to employees employed in this district.

16.2 The production of a medical certificate after 3 days absence may be required.

16.3 Discretionary powers of the employers to grant leave in excess of the above prescribed limits.

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

16.3.2 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 and domestic 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 16.1.

16.3.3 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 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 in consultation with the employee.

16.3.4 At the employer's discretion an employee may be granted further anticipated sick or domestic leave. Any anticipated leave taken in excess of an employee's entitlement at the time of cessation of employment may be deducted from the employee's final pay.

16.4 Where an employee is suffering from a minor illness or communicable disease which could have a detrimental effect on staff or on patients in the employees care the employer may at its discretion:

16.4.1 Place the employee on suitable alternative duties; or

16.4.2 Direct the employee to take leave on payment at base rates (T1 only) for not more than 8 days in any one year, in addition to the normal entitlement to sick leave.

16.5 Sickness at Home

16.5.1 The employer may grant an employee leave on pay as a charge against sick leave entitlement when the employee must stay at home to attend to a member of the household who through illness 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.

16.5.2 Approval is not to be given for absences during or in connection with the birth of an employee's child. Such a situation should be covered by annual or parental leave.

16.5.3 The production of a medical certificate or other evidence of illness may be required.

16.6 Sick Leave in Relation to Annual, Bereavement and Long Service Leave

16.6.1 When sickness occurs during annual, bereavement 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 relinquishment of office, provided:

(a) the period of sickness is more than three days;
(b) a medical certificate is produced, showing the nature and duration of the illness.

16.6.2 In cases where the period of sickness extended beyond the approved period 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.

16.6.3 Annual, bereavement or long service leave may not be split to allow periods of illness of three days or less to be taken as sick leave.

16.7 Partial absence due to illness or injury not covered by ACC by employees will be recorded in the following way:

Period of Absence	Deduction
absence of less than two hours in any one working day	nil leave deducted
absence of between two hours and six hours in any one working day	Half a day
absence of more than six hours in any one working day	1 day

16.8 Casual employees are entitled to sick leave as per the Holidays Act 2003.

16.9 Leave for Medical Care of a Non-urgent Nature

For medical care of a non-urgent nature employees will endeavour to make appointments out of working hours. When this is not possible employees may take appointments within working hours and without loss of remuneration.

17.0 BEREAVEMENT/TANGIHANGA LEAVE

17.1 The employer shall approve special bereavement leave on pay for an employee to discharge

any obligation and/or to pay respects to a Tupapaku/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 and hura kōhatu or ceremonies relating to the death). The length of time off shall be at the discretion of the employer and should not be unreasonably withheld and will be exercised in accordance with the Holidays Act 2003.

17.2 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 17.1 above. This provision will not apply if the employee is on leave without pay.

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

17.4 Where an employee attends a bereavement overseas, they will be granted bereavement leave that reflects the additional days or time required for travel.

17.5 Bereavement shall include miscarriage and still-birth as per s.69 (2) (c-d) of the Holidays Act 2003.

18.0 FAMILY VIOLENCE LEAVE

In accordance with the Domestic Violence – Victims Protection Act 2018, the parties agree that:

18.1 Under clause 72E of the Act ("Employee must notify employer of intention to take family violence leave") the employee shall be entitled to chose the manager to whom they feel comfortable in making an application, and that manager shall keep information pertaining to that application confidential other than any reasonable disclosure necessary for the application of the Acts provisions and employer's business.

18.2 The employer will not keep records past what is reasonably required to comply with the provisions of the Act, whether on the employee's personnel file or anywhere else, of any personal information or discussions concerning family violence without the express agreement of the affected employee.

19.0 LONG SERVICE LEAVE

19.1 Eligibility

19.1.1 An employee shall be entitled to long service leave of one week upon completion of each five-year period of recognised service as defined in clause 19.1.2. Such entitlement may be accrued. However, any service period for which a period of long service leave has already been taken or paid out shall not count towards this entitlement.

19.1.2 Continuous service is defined as not less than six months' continuous service with the following:

(a) Health service.

(b) Public Service; Armed Forces; Police; Education Boards but only in respect of officers employed in terms of the Education Authorities Employment Regulations 1982; and undertakings taken over by Government as going concerns.

(c) Notwithstanding the above, employees of a board employed prior to 1 July 1992 shall continue to have all periods of service recognised prior to that date credited for the purpose of long service leave while they remain employed by the employer.

(d) For employees employed after 1 July 1992, only service with N.Z. Hospital Boards, N.Z. Area Health Boards, Crown Health Enterprises, HHS, DHBs, and Health NZ shall apply.

19.1.3 Leave without pay in excess of three months (including sick or compassionate leave without pay) taken on any one occasion cannot be included in the 20 year qualifying period, e.g., an employee who has had in aggregate a year's leave without pay will not qualify for long service leave until 21 years of qualifying service excepting that such leave SHALL be included in the qualifying period where it was granted for:

(a) Standard New Zealand Government Bursaries or similar Government sponsored awards;

(b) Recognised training courses;

(c) Military Service;

(d) New Zealand Government service on secondment or otherwise in the Cook Islands, Niue or Tokelau Islands;

(e) Parental Leave.

In addition, periods of service in an overseas post while on leave without pay in excess of three months, whether on secondment or not, may qualify as service for long service leave, provided the terms and conditions governing it are determined by the appropriate New Zealand government employing agency and provided the employee concerned has remained, throughout the overseas service, in the employment of the health service or New Zealand government department. Where staff have served overseas outside normal career patterns in order to carry out a New Zealand government requirement, e.g. special aid assignments, sympathetic consideration will be given to applications for standard long service leave conditions after 20 years' service, including a period overseas when an employee was serving the Government by enabling it to fulfil an international obligation.

19.1.4 Employees who resign (except under 19.2.2(b) below) or who are dismissed, except through no fault of their own, will forfeit any long service leave to which they might otherwise be entitled.

19.2 Procedures for Taking Long Service Leave

19.2.1 Long service leave MUST be taken in one period.

19.2.2 Except as provided below long service leave MUST be taken within five years of qualification and before relinquishment of office or it will be forfeited.

(a) Employees who are within two years of retirement when they qualify may, at the discretion of the employer be paid salary for any outstanding long service leave entitlement at the time of retirement.

(b) Employees who are aged 60 or more and who give notice of resignation may, at the discretion of the employer, be paid salary for any outstanding long service leave entitlement at the time of their resignation.

(c) The employer may pay salary for any outstanding long service leave entitlement to an employee who retires medically unfit after qualifying for long service leave, but before taking or forfeiting it under these rules.

(d) Employees who have qualified for, but not taken long service leave may, when transferring between Districts, transfer the long service leave. The leave must however be taken within five years of qualification.

(e) As at 1 April 2026, employees who have accrued (or elected to accrue) Long Service Leave under the workings of the previous collective agreement to 2 weeks at 10 years, 3 weeks at 15 years, or 4 weeks at 20 years, will have these accruals recognised.

Transitional arrangement:

It is recognised that the rules of eligibility of Long Service Leave were amended for the 2026 – 2028 collective agreement.

Employees who have newly "qualified" for Long Service Leave as at the date of ratification of this agreement (2026), will have five years, as per 19.2.2, to utilise the entitlement.

19.2.3 Payment for long service leave is to be on the same basis of average earnings as applies with annual leave. Average earnings are to be assessed on the basis of the calculation year preceding the leave, and paid out at the commencement of the leave.

19.2.4 Allowances and other payments which continue during annual leave SHALL be payable during long service leave.

19.2.5 Where a public holiday or substituted succeeding day falls during a period of long service leave, the employee is entitled to the holiday which is not to be debited against such leave.

19.2.6 Reduced hours or part-time workers are to receive a pro rata reduction of pay, during long service leave.

19.3 Deceased Employees

The employer may approve a cash payment equivalent to four weeks' salary to the widow, widower or if no surviving partner exists, to dependent child(ren) or the estate of a deceased employee who had qualified for long service leave but who had neither taken nor forfeited it under these rules. This payment will be in addition to any grant made under the Retirement Gratuity Provisions specified in this Agreement.

20.0 PARENTAL LEAVE

20.1 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 20), provided that where this clause 20 is more favourable to the employee, the provisions of this clause 20 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.

20.2 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.

20.3 Length of Parental Leave

(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.

20.4 In cases of adoption of children of under six years of age, parental leave shall be granted in terms of 20.2 and 20.3 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.

20.5 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.

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

20.7 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.

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

20.9 Job protection -

(a) Subject to 20.10 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.

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

(c) Parental leave shall be recognised towards service-based entitlements, i.e.: annual leave and sick leave.

20.10 Return from Parental Leave

(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 20.9 (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 20.10(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 20.10(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 20.10(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 20.10(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 27 of this contract.

20.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 20.9(a) above, parental leave shall cease.

20.12 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.

20.13 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.

20.14 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.

20.15 Paid Parental Leave – Where an employee takes parental leave under this clause, meets the eligibility criteria in 20.2 (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 20.15.

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 20.3(c) applies and both partners are employed by the District, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

21.0 REAPPOINTMENT AFTER ABSENCE DUE TO CHILDCARE

21.1 Employees who resign to care for a dependent pre-school child or children may apply to their former 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.

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

21.3 Parental leave is a distinct and separate entitlement from childcare absence. Some employees may choose to resign rather than take parental leave. In this case they shall be credited with one additional year or six additional months of childcare absence in lieu of each parental leave entitlement. Should an employee resign during the course of parental leave they shall similarly be credited with a period of absence in lieu of the remainder of their parental entitlement.

21.4 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.

21.5 If two persons caring for the same dependent child or children are employees of a District or State Services as defined in the State Sector Act 1988 they are jointly eligible for a total of four years' childcare absence plus any additional periods of absence in lieu of parental leave.

21.6 Wherever possible notice of intention to return to the employer's 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.

21.7 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.

21.8 This application for reappointment must be accompanied by:

(a) the birth certificate of the pre-school child or children;

(b) a statutory declaration to the effect that the absence has been due to the care of a dependent pre-school child or children, that the four year maximum has not been exceeded, and that paid fulltime employment has not been entered into. Where paid fulltime employment has been undertaken the reappointment is at the employer's discretion.

21.9 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 21.7 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.

21.10 The employer shall acknowledge the notice given in 21.9(b) at least 14 days prior to the intended date of return informing the applicant as to whether or not a suitable vacancy exists.

21.11 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.

21.12 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.

21.13 There shall be no right of review against the appointment of an applicant under these provisions unless the applicant is appointed to a position at a higher grade than that held at the time of resigning. For the purposes of this clause, a "higher grade" is one whose maximum salary is higher than the current maximum salary of the grade of the previously held position.

21.14 Should a vacancy deemed suitable by the employer and offered to an applicant not be acceptable to the applicant, s/he shall be afforded access to advertised vacancies until

eligibility for preferential re-entry rights lapses and have the right to apply for advertised vacancies within the District Health Board. These applications must be accompanied by official confirmation of eligibility. Under these circumstances the appointment of the applicant shall be treated as a normal appointment of an employee. Normal rights of review (of other applicants) shall apply.

21.15 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.

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

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

21.18 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.

22.0 JURY SERVICE AND WITNESS LEAVE

22.1 Employees called on for jury service/witness leave are required to serve. Where the need is urgent, the employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.

22.2 An employee called on for jury/witness service may elect to take annual leave, 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 fees and expenses paid.

22.3 Where 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 leave on pay and requesting the Court to complete details of fees and expenses paid. The employee is to pay the fees received to the employer but may retain expenses.

22.4 Where 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.

23.0 STATUTORY BOARDS AND COMMITTEES

The employer shall grant leave to employees attending meetings of Boards and Committees convened by the Ministry of Health, State Services Commission or under the auspices of the HPCA. Such leave shall be paid though it will be at the employee's discretion who pays, the employer or the outside agency concerned.

24.0 EMPLOYMENT RELATIONS LEAVE

24.1 The employer shall provide non-accumulative paid education leave per calendar year on the following basis:

Number of Employees	Number of Paid Education Leave Allocation to Union
1-5	3 days
6-50	5 days
51-280	1 day for every 8 full-time equivalent eligible employees or part of that number
In excess of 281	35 days plus, 5 days for every 100 full-time equivalent eligible employees or part of that number that exceeds 280.

24.2 The employer shall in addition approve reasonable paid leave to enable employees to participate in relevant national or regional projects and committees.

PART FIVE: TERMS OF EMPLOYMENT

25.0 EMPLOYEE PARTICIPATION

25.1 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.

25.2 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. The involvement of employees should contribute to:

a. improved decision-making;
b. greater co-operation between the parties to this Agreement;
c. more harmonious, effective, efficient, safe and productive workplace.

Therefore the employer agrees to the following provisions for consultation, recognition of staff participation and access to facilities.

25.2.1 Paid time off shall be allowed for recognised staff representatives to attend meetings with management, consult with employees, to consult and discuss those issues addressed in this clause and clauses 26 and 27 of this collective Agreement specifically management of change, staff surplus, and options for resolving staff surplus.

25.2.2 Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.

25.2.3 The amount of time off and facilities provided shall be sufficient to enable full consideration of the issues contained herein.

25.3 For the purposes of clauses 25, 26 and 27, any employee or group of employees may nominate a representative.

26.0 MANAGEMENT OF CHANGE

26.1 The parties acknowledge the following principles:

(a) The need to strive to achieve the most efficient and effective use of available resources.
(b) That retention of employees is a primary goal.
(c) Consideration of health and safety and work life balance issues are imperative ingredients of the employment relationship and its associated structures.

During the term of this agreement, the parties will meet as required to discuss initiatives either party has that would advance the above principles.

26.2 Regular consultation between the parties is desirable on matters of mutual concern and interest.

26.3 The aim of mechanisms established for this purpose will be to allow input and to make recommendations to management, who will take the views of employees into account before making final decisions.

26.4 In accordance with the principles contained in 26.2 and 26.3, the employer agrees that APEX will be advised of any review which may result in significant changes to either the structure, staffing or work practices affecting employees, and may provide an opportunity to be involved in the review. When the implementation of decisions arising from any such reviews will result in staff surpluses the procedures in clause 27 below shall be adopted.

27.0 STAFF SURPLUS

27.1 The parties acknowledge that Section 69N of the Employment Relations Act requires all employment agreements to contain provisions in relation to the protection of employees where the employer's business is restructured. It is agreed that these provisions exist within the Management of Change provisions of this Agreement and in addition by virtue of the statutory provisions set out in Sections 19, 20 and 21 of Schedule 1B of the Employment Relations Act.

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 27.5 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.

27.2 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:

27.2.1 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

27.2.2 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

27.2.3 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.

27.3 Notification

The employer will advise the employee at least 6 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 weeks' 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).

27.4 The following information shall be made available to APEX:

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 availability of alternative positions in the district health board.

On request APEX will be supplied with relevant additional information where available.

27.5 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) Enhanced early retirement
g) 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 27.12 will be applied as a package.

27.6 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 between the candidates with appointment made as per normal appointment procedures.

27.7 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.

27.8 Redeployment

Employees may be redeployed to a new job at the same or lower salary.

27.8.1 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 ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).

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

27.9 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.

27.10 Retraining

27.10.1 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.

27.10.2 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, etc.

27.11 Enhanced Early Retirement

27.11.1 Employees engaged prior to 1.5.94 are eligible if they are within 10 years of retirement and have a minimum of ten years' total aggregated service with the employer, with the Board and one or more other Hospital and Health Services, and with one or more of the following services:

a) Public Service
b) New Zealand Post Office
c) New Zealand Railways
d) Any university in New Zealand
e) any Health Centre in any New Zealand Polytechnic or College of Education but excludes any service with any of the above services or with any Board which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services or from any Hospital and Health services or Boards

27.11.2 Employees engaged on or after 1.5.94 are eligible if they are within 10 years of retirement and have a minimum of 10 years total current continuous service with the employer.

27.11.3 Membership of a superannuation scheme is not required for eligibility.

27.11.4 The provisions of clause 13.0 (Retiring Gratuities) shall apply and in addition, the employee shall receive the following:

(a) 1 months notice or 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months in lieu of notice. This payment is regardless of length of service; and
(b) 12 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months service; and
(c) 4 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the

number of years of service minus one up to a maximum of 19; and

(d) Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

(e) If the employee has ten or more years' service, the full retiring gratuity set out in the scale contained in clause 12 shall be paid.

(f) Outstanding annual leave and long service leave may be separately cashed-up.

27.12 Severance

Payment will be made in accordance with the following:

27.12.1 For employees engaged prior to 1.5.94 "Service" for the purposes of this sub-clause 27.12 means total aggregated service with the employer, the Board and one or more other Companies, 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 Crown Health Enterprise or HHS or DHB which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services or from any Health and Hospital Services.

27.12.2 8.33 per cent of basic salary (T1 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

27.12.3 12 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and

27.12.4 4 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and

27.12.5 Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

27.12.6 If the employee has ten or more years' service, the full retiring gratuity as set out in the scale contained in clause 13.0 shall be paid.

27.12.7 Employees with not less than eight years' service but less than ten years' service, shall be paid two weeks' basic salary (T1 rate only).

27.12.8 Employees with not less than five years' service but less than eight years' service, shall be paid one week's basic salary (T1 rate only).

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

27.12.10 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.

27.12.11 Counselling

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

28.0 PAYMENT OF WAGES

28.1 All wages shall be paid two weekly (14 days), no later than Thursday and where practicable shall be paid within working hours.

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

28.3 Wages shall be paid by cheque or direct lodgment 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.

28.4 All wages shall be paid immediately following 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

29.0 VARIATIONS CLAUSE

29.1 This Collective Agreement may be varied during its term only by agreement of the parties and the majority of union members affected by the variation. Such variations shall be in writing.

29.2 The parties agree that this Agreement may be varied from time to time by APEX, without requiring the agreement of any other party, to include further Districts who agree to become parties.

30.0 STOPWORK MEETINGS

30.1 Subject to subsections 30.2 to 30.5, 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 1st day of January and ending on the following 31st day of December) with their representatives.

30.2 The representative shall give the employer at least 14 days' notice of the date and time of any meeting to which subsection 30.1 is to apply. The actual timing of such meetings shall be by mutual agreement.

30.3 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 employees to remain available during the meeting to enable the employer's operation to continue.

30.4 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.

30.5 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 prior to the meeting, supply the employer with a list of employees who attended and shall advise the employer of the time the meeting finished.

31.0 FIXED TERM AGREEMENTS

Fixed term agreements should only be used to cover specific situations of a temporary nature, e.g. to fill a position where the incumbent is on study or parental leave; or where there is a task of finite duration to be performed.

Fixed term employment while justified in some cases to cover situations of a finite nature, must not be used to deny staff security of employment in traditional career fields.

32.0 PERSONAL GRIEVANCE, DISPUTES & EMPLOYMENT RELATIONSHIP PROBLEMS

32.1 An "employment relationship problem" includes:

- A personal grievance;

- A dispute
- Any other problem relating to or arising out of the employment relationship.

32.2 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 Labour Department 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).

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

a) have been unjustifiably dismissed; or

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

c) have been discriminated against in your employment; or

d) have been sexually harassed in your employment; or

e) have been racially harassed in your employment; or

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

32.4 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. Except that in respect of a personal grievance related to alleged sexual harassment, this period can be up to one year.

32.5 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.

32.6 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.

33.0 UNIFORMS, PROTECTIVE CLOTHING AND DAMAGE TO PERSONAL CLOTHING

33.1 Where a uniform is worn in the District, the employer shall supply to each employee 5 tops (shirts, smocks, sweat shirts, cardigans etc) and 2 bottoms (skirts, shorts trousers etc) which shall be replaced by the employer on a fair and reasonable wear and tear basis.

33.2 Alternatively, where a District and APEX agree, the employees may chose as a group to purchase uniforms (of an acceptable standard) and the employer shall reimburse the actual and reasonable cost of these uniform purchases.

33.3 Pregnant employees shall also receive an additional 3 tops and 2 bottoms, or alternatively shall be reimbursed the actual and reasonable cost of purchasing these additional uniform items.

33.4 Suitable clean protective clothing shall be made available by the employer where the nature of a particular duty or duties would either continuously or intermittently render an employee's personal clothing or uniform liable to excessive soiling or damage or expose the employee's person to injury or excessive discomfort through biological, chemical or physical hazards. Such protective clothing shall remain the property of the employer and, as such, shall be laundered or otherwise cleaned free of charge.

33.5 An employee shall be compensated for damage to personal clothing worn on duty, or reimbursed for dry cleaning charges for excessive soiling to personal clothing worn on duty, provided that damage did not occur as a result of the employee's negligence or failure to wear protective clothing provided by the employer.

33.6 Where the employer and employee agree for the purposes of health and safety, the employee may purchase appropriate protective clothing/footwear/prescription eyewear and the employer will reimburse actual and reasonable costs.

34.0 TERMINATION OF EMPLOYMENT

Employees shall be given at least four weeks notice of termination of employment and shall give one month's notice of resignation. This period of notice may be varied by agreement between the employer and employee.

35.0 SAVINGS

Nothing in this agreement shall operate so as to reduce the salary or conditions of employment applying to any employee at the date of this agreement coming into force unless specifically varied by this collective agreement.

36.0 RIGHT OF ENTRY

The authorised representative shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises for the purpose of discussing employee relations issues with employees, interviewing anyone represented by APEX or enforcing this agreement, including where authorised access to wages and time records, but not so as to interfere unreasonably with the employer's business.

37.0 HEALTH AND SAFETY COMMITTEES

The parties to this collective agreement recognise that effective health and safety committees are the appropriate mechanism for providing consultative mechanisms on health and safety issues in the workplace. The parties agree that essential elements of Health and Safety committees include the following:

(a) Management representatives will not exceed the number of employee representatives;

(b) Employees are selected by their co-workers;

(c) Representation must be appropriate to the area of work (i.e. employees employed in a radiation therapy service);

(d) Training is necessary in order for health and safety committee members to perform their duties efficiently;

(e) Appropriate time on pay will be agreed by the employer to allow committee

members to fulfil their function. This may include training.

38.0 TERM OF AGREEMENT

Unless stated otherwise in this agreement, this agreement shall come into force on 8 April 2026 and shall expire on 31 March 2028.

39.0 SIGNATORIES

Dr Deborah Powell	**Dr Dale Bramley**
National Secretary	Chief Executive
APEX	Health New Zealand | Te Whatu Ora

Schedule One: Retiring Gratuities Service

Waikato District Health Board

NOTE: This clause shall not apply to employees employed after 23 June 1992.

(a) Retiring gratuities shall be eligible to staff who are retiring from the organisation (with the express intention of retirement from the paid workforce and who sign a statutory declaration to that effect) who have had not less than 10 years' service with the employer, with that employer and one or more other District Health Board, Health and Hospital Service, Crown Health Enterprise, Hospital or Area Health Board and with one or more of the following services: the Public Service, the Post Office, New Zealand Railways or any university in New Zealand.

When assessing eligibility to receive a retiring gratuity the employer may require the employee to sign a "declaration" confirming their intention to retire from the paid workforce.

Where an employee believes that the approval of a retiring gratuity payment is being unreasonably withheld by their manager they may seek a review of this decision by the Chief Executive.

(b) Notwithstanding the above employees of the company employed prior to 21 April 1991 shall continue to have all periods of service recognised prior to that date credited for the purpose of calculating retirement gratuities.

Southern District Health Board

The employer may pay a retiring gratuity to staff retiring who have had no less than 10 years' service with the employer, the employer and any Area Health Board and with one or more of the following services: the Public Service, or any university in New Zealand.

Notwithstanding the above, employees of an area health board 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.

Notwithstanding the above, for employees who commenced employment with the employer after 9 November 1992 service shall be deemed to comprise all periods of employment with the employer only.

Notwithstanding the above, this clause will only apply to staff who were employed on 16 February 1999, while they remain continuously employed by the employer.

Auckland District Health Board

Auckland District Health Board may pay a retiring gratuity to staff retiring from Auckland District Health Board who have had no less than 10 years' service with Auckland District Health Board, with that Board and one or more other New Zealand Hospital and Health Services and with one or more of the following services; a New Zealand Hospital Board or New Zealand Area Health Board or Crown Health Enterprise or the New Zealand Public Service, or any University in New Zealand.

Notwithstanding the above, employees of Auckland District Health Board employed prior to 1 July 1992 shall continue to have all periods of service recognised prior to that date credited for the purpose of

calculating retirement gratuities.

For employees employed after 1 July 1992, only service with Auckland District Health Board, Hospital Boards, Area Health Boards and CHE's shall apply.

For the purposes of establishing eligibility for a gratuity, total Auckland District Health Board service may be 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.

Schedule Two: Sick leave

In MidCentral the following sick leave entitlements shall apply:

	Total period of sick leave with full pay during whole length of service
Up to three months service	7 days
Over three months' and up to six months' service	14 days, inclusive of days previously allowed
Over six months' and up to nine months' service	31 days, inclusive of days previously allowed
Over nine months' and up to five years' service	46 days, inclusive of days previously allowed
Over five years' and up to ten years' service	92 days, inclusive of days previously allowed
Over ten years' and up to twenty years' service	183 days, inclusive of days previously allowed
Over twenty years' and up to thirty years' service	275 days, inclusive of days previously allowed
Over thirty year's service	365 days, inclusive of days previously allowed

Health NZ - Capital, Coast and Hutt Valley District:

The wellness policy currently in effect will continue to apply to employees employed in this District.

(A) When an employee is absent from work due to sickness or injury the following provisions will apply, depending on whether the absence is due to sickness, work-related injury or non-work-related injury.

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

(C) After completing six (6) months continuous service an employee, if ill, is able to take such time off work on pay as is necessary to recover from illness and return to work.

(D) An employee who is absent for reasons of ill health beyond three (3) consecutive working days may be required to supply a medical certificate to the manager, setting out the date by which the employee will be expected to return to work. A medical certificate and Healthy Workforce Team review may be requested if there is any suspicion of abuse of the policy.

(E) If absence is long term in nature the employee shall be entitled to full ordinary pay for up to six months, subject to a full review and decision making process.

(F) The wellness policy may be subject to review and alteration by Health NZ - Capital, Coast

and Hutt Valley District, after appropriate consultation, provided that any alteration/termination may only occur after the term of this collective agreement. In the event of termination the sick leave provisions contained in the collective employment agreement covering radiation therapists effective 1 January 2000 – 28 February 2001, sick leave provisions will be reinstated.

(G) The provisions contained in clauses 16.5 through 16.9 inclusive of this collective agreement shall continue to apply to Health NZ - Capital, Coast and Hutt Valley District).

Schedule Three: 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 Radiation Therapists 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 radiation technologists workforce;
- To support and work within the overarching approach and priorities set by the existing collective future workforce activity (which includes Districts, APEX 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 MECA is applied in an effective and consistent way to those covered in all DHB parties.

Principles of the Partnership

The Districts and APEX acknowledge that:

they must work cooperatively to achieve their overarching goal of maintaining and advancing a radiation therapist workforce which provides high quality healthcare on a sustainable basis to the New Zealand population.

the relationship operates primarily at the individual district level. From time to time the parties may agree that there are projects/issues that are best considered at either an operational or national level. In such cases an appropriate group will be formed to consider and advise the local partnership forum.

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 RT 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. x 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 RTs.

Schedule Four: Auckland District Specific Provisions

These provisions apply to all employees employed in the area of the former Auckland District Health Board – now Health NZ Auckland District.

RETURN TO WORK PAYMENT

An employee who resigns from their employment with Auckland District shall be paid a lump sum payment on their return to work at ADHB provided that the following conditions are met:

1) The period of absence is not less than 6 months and no greater than 24 months from the date of resignation;
2) The employee notifies their intention to return to employment two months prior to the end of the period of absence;
3) The employee returns to a position in radiation therapy, where one is available, with Auckland District. If no position is available within 6 months of the date of notification in 2 above then the provisions of this clause shall not apply;
4) The employee, if appointed to a position, remains in the position with Auckland District for no less than 6 months.

The lump sum payable shall be $5000 (pro-rated on the basis of the employees FTE on their return to work. The payment shall be made upon completion of 6 months service.

Indemnity

Employees can decide to have the above obligation (to indemnity insurance under clause 11.2) met by way of reimbursing the employees costs for obtaining their own indemnity coverage to a maximum cost of $250 per annum.

Schedule Five: Advanced Practice Radiation Therapists

The parties are committed to supporting Advanced Practice RTs with the necessary support, supervision and resources to ensure successful completion of the training requirements and development of the roles.

As a minimum advanced practice RTs will be supported with:

- Release time of one day a week, on average and mutually agreed, will be provided when completing the Masters of Advanced Practice Radiation Therapy.
- An agreed mentor(s) who will supervise the clinical component of the training;
- Adequate opportunities to work directly with ROs and to participate in RO registrar training opportunities where appropriate;
- Awhi/pastoral support of line managers and clinical supervision to enable APRTs to perform their role.

Schedule Six: 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 (i.e. Step 9 to progress to Step 10). As per clause 5.2 progression will not occur until the employee has been on the qualifying step for at least a year. An employee must be on Step 9 before they can 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 2 (Step 10 of the core 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 "Becoming Expert" Stage of Development.

b) To access Step 4 of Grade F 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.

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.

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