



# PS<sup>Y</sup>CHOLOGY ADVISORS

**COLLECTIVE EMPLOYMENT AGREEMENT**  
**1 JUNE 2024 – 31 MARCH 2025**

**If you have any issues with this employment agreement including:**

- hours of work
- salaries
- rosters
- annual leave
- public holidays
- sick leave
- bereavement leave
- parental leave
- health & safety
- any part of your working life

**Contact your delegate or APEX**

Phone	(09) 526 0280
Fax	(09) 579 6213
Email	holly@cns.org.nz ask@apex.org.nz
Website	www.apex.org.nz



**APEX**  
ALLIED SCIENTIFIC AND TECHNICAL

**and**



**Te Kaporeihana Āwhina Hunga Whara**

**Psychology Advisors**

**Collective Agreement**

**1 June 2024 to 31 March 2025**

## Parties and Coverage

***This collective agreement is made pursuant to the Employment Relations Act and its amendments.***

### 1. Parties to this Collective Agreement

- a) The Accident Compensation Corporation - Te Kaporeihana Awhina Hunga Whara (referred to as “ACC” or the “employer”).
- b) The Association of Professionals and Executive Employees (referred to as “APEX” or the “union”).

### 2. New Employees

ACC will make this Agreement known to any prospective staff member who is within the coverage clause of this Agreement and comply with S62 of the Employment Relations Act.

### 3. Coverage

All permanent and fixed term employees, whether full time or part time, who are employed as psychology advisors or psychotherapy advisors, and who hold registration with the New Zealand Psychologists’ Board or the Psychotherapists Board of Aotearoa New Zealand. Casual employees are not covered by this Agreement.

### 4. Hours of Work

The standard hours of work for a full time equivalent employee are 80 hours per fortnight, worked between 8.00 am and 6.00 pm Monday and Friday with days and hours specified in their letter of offer, or as may be required by ACC from time to time, or as may be agreed permanently between ACC and the employee in writing.

All employees are entitled to paid rest breaks and unpaid meal breaks consistently with the following schedule:

Duty	Entitlement
Between 2 and 4 hours	One 15 minute paid rest break
Between 4 and 6 hours	One 15 minute paid rest break and one unpaid 30 minute meal break
Between 6 and 8 hours	Two 15 minute paid rest breaks and one unpaid 30 minute meal break
Over 8 hours	If the subsequent period is 2 to 4 hours – one 15 minute paid rest break.  If the subsequent period is 4 to 6 hours – one 15 minute paid rest break and one unpaid 30 minute meal break.  If the subsequent period is more than 6 hours but not more than 8 hours to two 15 minute paid rest breaks and one unpaid 30 minute meal break.

Employees who are required by ACC to work outside of their normal hours are entitled to a minimum break of nine hours between completion of work on one day and commencement of work on the next day, without loss of remuneration.

## 5. Remuneration

Psychology Advisors are employed on Band 19 of the ACC remunerate framework as follows:

BASE SALARY		
85	100%	120%
\$ 137,401	\$ 161,648	\$ 193,978

BASE SALARY		
85%	100%	120%
\$ 138,301	\$ 162,707	\$ 195,248

Your individual remuneration will be reviewed at least annually in accordance with ACC's remuneration policy and guidelines. ACC is under no obligation to increase your level of remuneration. Your individual remuneration will not be reduced as part of this process.

Your performance will be assessed and reviewed annually in accordance with ACC's Remuneration and Performance Policy. The outcome of this assessment will inform decisions relating to your remuneration.

The performance matrix for July 1 2024 is:

Level/Rating	1	2	3	4	5
<100 MAX	0.0%	0.0%	5.6%	5.6%	5.6%
<100 MIN	0.0%	0.0%	1.5%	2.5%	3.5%
100-110	0.0%	0.0%	1.5%	2.5%	3.5%
110-120	0.0%	0.0%	1.0%	1.5%	2.5%
120=>	0.0%	0.0%	0.5%	1.0%	1.5%

Further Details of ACC's Remuneration and Performance Policy are set out on the Intranet.

## 6. Overtime

Overtime is to be authorised in advance by the relevant manager. Overtime is defined as time ACC requires to be worked that is in excess of 80 hours per fortnight.

Where overtime is agreed to be worked, the rate of payment shall be at time and a half.

An employee and manager may agree, in the alternative to payment at time and a half, that time off in lieu of overtime will be provided. An employee may carry forward up to four hours only.

#### 7. **Continued Professional Development, Indemnity, and Supervision**

These provisions are provided in accordance with the ACC Continued Professional Development Policy.

The details of the policy are contained on the intranet.

**NB – where an employee currently has provisions deemed better than the policy such as in a letter of offer the provisions of the letter of offer apply.**

#### 8. **Public Holidays**

Public holidays (and alternative holidays) will be allowed and administered in accordance with the Holidays Act 2003, or in accordance with any legislation that may replace that Act.

An employee may be required by ACC to work on any public holiday that is an otherwise working day for them. Where that occurs, the employee will be paid for the work performed in accordance with the Holidays Act 2003 (or in accordance with any legislation that may replace it), and will receive an alternative holiday.

#### 9. **Annual Holidays**

Employees with less than five years of continuous service with ACC will be entitled to four weeks' annual holiday per annum, on completion of each 12 month period of continuous service.

Once employees have completed five years of continuous service with ACC, they will become entitled to five weeks' annual holiday per annum.

Psychology Advisors who support mental injury work on a daily and constant basis as a required part of their role with ACC are entitled to five weeks annual leave per annum regardless of their length of service.

Annual holidays will be allowed, and holiday pay calculated, in accordance with the Holidays Act 2003 or any Act that replaces it. The holiday entitlements set out above are inclusive of, and not in addition to, the entitlement specified in the Holidays Act 2003.

Annual holidays may be taken in advance of the entitlement arising with the agreement of ACC.

Where the office in which an employee works has a close down period between Christmas and New Year, the employee may be required to take annual holidays during this time. An employee with no entitlement available may take this period as holidays in advance or as unpaid leave.

Where holidays in advance have been taken, and the employee's employment with ACC ends before their entitlement to those holidays has arisen, the amount paid for those holidays will be deducted from final pay owed to the employee.

#### 10. Sick Leave

An employee will receive ten days of paid sick leave entitlement for each twelve months of employment with ACC. Unused sick leave may be carried forward up to a maximum of 60 days (inclusive of the current year's entitlement). Sick leave is paid and administered in all other respects (including with regard to the requirement for medical certificates to be provided) in accordance with the Holidays Act 2003 (or any Act that replaces it), and the entitlement set out above is inclusive of, and not additional to, the sick leave provided under that Act.

#### Accident Leave

For each injury where an employee's absence is due to a work or a non-work accident ACC shall make up the balance of pay between the 80% of weekly compensation that the ACC scheme covers and the rate of ordinary pay for a period of three months, subject to the provisions of clauses below.

#### Medical Retirement

ACC may terminate an employee's employment by way of medical retirement if it considers that the employee is unable to return to full and usual duties within a reasonable period of time, because of illness, injury or medical condition.

A medical retirement will usually require information to be supplied by two registered health practitioners, one nominated by ACC and one nominated by the employee. If the employee refuses to supply the information or refuses to be assessed, ACC may make its decision on the basis of whatever information it has.

If an employee's employment is terminated by way of medical retirement under this clause, and the employee has had at least two years' current continuous service with ACC at the time of termination, they will receive a taxable payment equivalent to three months' base salary (prorated for employees who were part time prior to their illness or injury) ) in addition to the notice of termination provided for elsewhere in this Agreement.

Employees who had unlimited sick leave prior to this agreement coming into force, will retain that condition.

#### 11. Long Service Leave

Employees will become entitled to Long Service Leave, paid at base salary only at the time it is taken, and taken at times agreed with ACC, on the following basis:

- On completion of ten years continuous service with ACC – two weeks leave;

- On completion of fifteen years continuous service with ACC – two weeks leave;
- On completion of twenty years continuous service with ACC – four weeks leave;
- On completion of twenty-five years continuous service with ACC – two weeks leave.
- On completion of thirty years continuous service with ACC you are entitled to two weeks leave. This leave must be used within two years or it may be forfeited.
- On completion of thirty-five years continuous service with ACC you are entitled to two weeks leave. This leave must be used within two years or it may be forfeited.
- On completion of forty years continuous service with ACC you are entitled to two weeks leave. This leave must be used within two years or it may be forfeited.

Long service leave is to be taken in one continuous period except the entitlement at twenty years continuous service which may be taken in two continuous periods of two weeks.

All Long Service Leave must be taken within two years of the particular entitlement arising, or it will be forfeited. Any unused Long Service Leave that is not forfeited by virtue of this clause will be paid out at the end of employment.

#### **12. Bereavement Leave**

Employees are entitled to up to five working days of paid bereavement leave (including the need to undertake reasonable travel) on the death of a person with whom they have a close association, either in terms of the specific relationships set out in the Holidays Act 2003 or, in any other case, where ACC accepts that a close association exists;

Employees are entitled to up to three working days of paid bereavement leave on the death of any other person, where ACC accepts that a bereavement has been suffered, and taking account any legislative factors that must be considered, together with any other factors it considers appropriate.

The entitlements set out in this clause are inclusive of, and not additional to, the minimum entitlements to bereavement leave set out in the Holidays Act 2003 (or any Act that replaces it).

#### **13. Domestic Leave**

In addition to sick leave entitlement, employees are entitled to paid domestic leave of up to five days per calendar year (which is pro-rated for employees in their first year of employment and for part time employees to reflect their part time work week) where they are required to be absent from work to look after a dependent due to injury or illness. A medical certificate may be required for any period exceeding three working days.

Dependents are spouses or partners, children, parents and any other member of your family who ACC accepts, through illness or injury becomes dependent on the employee for care.

#### **14. Parental Leave Top Up**

Parental leave and parental leave payments will be provided to eligible employees in accordance with the Parental Leave and Employment Protection Act 1987.



Where an employee assumes the role of Primary caregiver and is in receipt of the statutory paid parental leave in accordance with the Parental Leave and Employment Protection Act 1987, the employer shall pay an up-front payment of the difference between the weekly statutory payment and the employees ordinary weekly pay equivalent to 6 weeks.

Where an employee temporarily reduces hours of work leading into parental leave, the payment will be based on the ordinary weekly of the employee prior to the temporary reduction in hours.

#### **15. Family Violence Leave**

In addition to the provisions relating to family violence leave set out in the Holidays Act 2003 (and which will apply while that Act remains in force).

Employees will be entitled to family violence leave from the commencement of their employment.

Under clause 72E of the Act (“Employee must notify employer of intention to take domestic violence leave”) the employee will be entitled to chose the manager to whom they feel comfortable in making an application, and that manager will keep information pertaining to that application confidential other than any reasonable disclosure necessary for the application of the Acts provisions and employer’s business (which the parties may agree include the employee’s direct manager or supervisor).

ACC 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.

#### **16. Retirement**

ACC will consider any request for retirement compensation after twenty years continuous service with ACC, where it is satisfied that the employee concerned genuinely intends to leave the paid workforce permanently (rather than simply leaving ACC to take up new employment or other form of work-related engagement). The employee may be required to provide information to assist ACC in its consideration, and if any request for information is not complied with, the request for compensation will be refused.

If ACC accepts a request the employee will receive an amount equal to one week’s base salary at the time of retirement for each complete year of service with ACC (pro rated for part time employees) , less applicable tax. Compensation will not be paid for part years of service.

#### **17. Redundancy Provisions**

**NB these provisions do apply to Fixed Term Employees**

##### **Redundancy**

ACC may make staff redundant during the term of this agreement through the application of the following clause.

### **Definition**

A redundancy will occur in ACC when a permanent staff member's employment is terminated because the position occupied, and the services provided, by that staff members is or will become, superfluous to the needs of ACC.

No redundancy will occur by reason of the sale or transfer, including outsourcing, of the whole or any part of ACC's operations, where the purchaser or transferee of the operations has offered employment to the staff member from the time the sale or transfer takes effect in the same or substantially similar capacity under no-less-favourable employment conditions, including service recognition.

A redundancy payment will be made only to permanent full-time and permanent part-time staff, and also to permanent staff who are on parental leave where their position has been kept open.

### **Other Options**

In the first instance every reasonable effort will be made to retain the employee's employment. Options available to ACC include redeployment, retraining, relocation and reduced hours.

Where a position is made redundant as a consequence of reorganisation, and ACC wishes to retain an employee's skills, ACC may transfer the employee to a suitable alternative position that is in the same location or one that is within reasonable commuting distance from the employee's residence, and is:

- In keeping with the employee's skills and experience; or
- Within the employees capability with such retraining as may be provided by ACC.

Except as provided in subclause x below, where redeployment to a suitable alternative position is not accepted by the employee, no redundancy compensation will be payable.

If an employee is transferred to a position in which a lower rate of pay is payable, the employee shall retain the former rate of pay for a period of twelve months following the date of transfer, after which the rate of pay appropriate to the new job shall apply. Non-acceptance of any offer of transfer to a position with a lower rate of pay will not disqualify the employee to any redundancy compensation they would otherwise be entitled.

### **Employee Protection Provision**

This clause applies to any sale, transfer or contracting out of all or part of the activities or operations of the Corporation.

Where the Corporation is contemplating such sale, transfer or contracting out (together a "transaction") and the Transaction may affect positions of the employees covered by this agreement, the following process will apply:

As soon as is reasonably practicable (taking into account the commercial and confidentiality requirements of any such Transaction) the Corporation will consult with APEX and the employees potentially affected.

Where, following such consultation it has been determined to proceed with the Transaction, the Corporation will endeavour in its negotiations with the potential new employer, to protect employee interests by:

- (i) Exploring with the potential new employer whether it is in a position to offer employment to the potentially affected employees covered by this agreement on terms and conditions of employment that avoid the need to pay redundancy compensation if the Transaction proceeds; and
- (ii) Where the proposed Transaction is not able to be concluded on the basis in paragraph (i) above, or on a basis whereby an employee is prepared to accept a role with the new employer, the Corporation will endeavour to find a suitable alternative position for its staff prior to resorting to redundancy,

The matter relating to the terms of employment that the Corporation will negotiate with the new employer will be those set out in this written Collective Agreement and for the avoidance of doubt, will not include any matters contained in Corporation policies or any other discretionary benefits of employment.

Where, following the negotiations with the new employer, the Transaction is to take place, and an individual employee covered by this agreement is either not offered employment with the new employer or has declined an offer of employment, the following process will apply:

- (i) Where no offer of employment is made by the new employer, the Corporation will explore redeployment and other options to avoid redundancy for the employee and will endeavour to identify a similar role for the employee with the Corporation on no generally less favourable terms of employment than those contained in this agreement. If such a role is identified for an employee and they are offered such a role, where the employee declines it, they will be made redundant without compensation; and
- (ii) Where an offer of employment is made by the new employer on terms that avoid the need to pay redundancy compensation under this agreement but the employee declines such an offer, they will be made redundant and will not be entitled to any redundancy compensation; and
- (iii) Where the employee is made an offer of employment by the new employer on terms and conditions that do not satisfy this clause the employee will be entitled to decline the offer and receive redundancy and any other entitlements in accordance with the terms of this agreement. However, if the employee accepts such an offer, they will not be entitled to redundancy compensation.

#### **Notification**

Where a position is to be declared redundant an employee will be given at least four weeks notice of redundancy in writing.

### **Redundancy Payment**

If you are a permanent staff member ACC will make a redundancy payment as follows:

3 months base salary;

**Note** The total amount paid to staff members under these provisions shall not exceed \$43,260.

The redundancy payment will be made in a lump sum and taxed at the appropriate rate as stipulated under the Income Tax Act 1976 and amendments.

The redundancy payment will be payable in the pay period following the date of termination.

The payment to be made will be contingent on you remaining at work and performing your normal duties until the expiry of the period of notice, unless the appropriate General Manager approves otherwise. The date of termination is your last day of work.

### **Other Payments**

In addition to the above redundancy payment, you will be paid on termination:

- Any unused annual leave entitlement;
- Any long service leave entitlement accrued at the date of termination which has not previously been taken or forfeited; and
- Salary up to the date of termination.

### **Job Search and Counselling**

If you are given notice of redundancy you will be given reasonable time off for job seeking. In addition, counselling will be offered dependent on your needs.

## **18. Termination of Employment**

Unless specifically provided for elsewhere, or otherwise agreed with the employee, a period of four weeks will apply in case of termination of employment, either by notice of resignation or dismissal. ACC may, at its sole discretion, give less notice subject to making payment in lieu of the notice not given. If an employee give less notice, they will forfeit payment in respect of the notice not given.

Where notice is given, ACC may, at its sole discretion, require the employee not to attend the workplace, or not to undertake any duties or to undertake only certain tasks, for any or all of the notice period.

Nothing in this clause will prevent ACC from terminating an employee's employment without notice, and without payment in lieu of notice, in the event of proven serious misconduct.

On termination of employment, all ACC property must be returned by the employee in accordance with any directions given by ACC in that regard. Deductions may be made from

final pay (including from holiday pay owed) in respect of holidays or sick leave taken in advance, or for any other confirmed amount owed by the employee to ACC. ACC will advise the employee of any intended deduction(s) to be made under this clause and will take any response into account.

## 19. Suspension

The employer may suspend an employee on full pay:

- a) While investigating allegations of serious misconduct; or.
- b) Where because of a condition, illness or injury the employee is considered to constitute an immediate hazard to themselves or others;

Where any period of suspension is extended because of the actions or circumstances of the employee (e.g. the employee is not communicative, or the employee is remanded or imprisoned), ACC may give notice that from a particular date, the suspension will be unpaid.

Where practicable, before an employee is suspended, they will be given an opportunity to comment on the proposed suspension, and ACC will genuinely consider those comments.

Prior to the end of a period of suspension and if employment is to continue, the employee will complete a return to work discussion, to assist the return to work.

Where the nature of the suspension, or the duration of absence warrants it, the manager will work with the employee to develop a return to work plan which will not usually exceed six weeks.

## 20. Higher Duties Allowance

If an employee is temporarily appointed to act in and substantially perform the duties of a more senior position for more than two weeks continuously, the employee will be paid from the day on which they commence the higher duties, at a rate not less than the minimum remuneration paid for the position for the duration of their appointment.

## 21. Superannuation Savings Allowance

Employees enrolled in a superannuation or Kiwisaver scheme are eligible to receive a Superannuation Savings Allowance of 9% (gross) of fixed remuneration to all employees to support them with their retirement savings. This allowance will be paid in addition to fixed remuneration and will be applied by ACC to a superannuation or Kiwisaver scheme, on behalf of the employee, in accordance with ACC's Superannuation Savings Allowance Policy. The Superannuation Savings Allowance will be used in the first instance to fund any existing or required employer contributions to a superannuation or Kiwisaver scheme, provided that where the existing or required contribution rate is less than 9%, the balance will be paid as an additional employer contribution.

The Superannuation Savings Allowance will include all associated costs relating to the provision of that benefit including Employer Superannuation Contribution Tax (ESCT).

In the case of Kiwisaver, the employer contribution will be made up of the prevailing compulsory statutory contribution rate, including ESCT (employer superannuation contribution tax), plus an additional employer contribution to a total maximum employer contribution of 9%.

This provision is instead of, and not in addition to any obligations ACC may have to contribute to a superannuation or Kiwisaver scheme, pursuant to the Kiwisaver Act or any other contract, deed, enactment or arrangement.

### **Eligibility for Superannuation Savings Allowance**

The eligibility rules for the Superannuation Savings Allowance are as set out in the ACC Superannuation Savings Allowance Policy. Without limiting the terms of that policy, employees will not be eligible for this allowance if they are making employee contributions and/or receiving employer superannuation contributions to a National Provident Fund.

In the event that any employee is not eligible for the Superannuation Savings Allowance, all other parts of this agreement (including as varied) will apply insofar as they can be applied to those employees.

## **22. Policies**

All employees are expected to observe ACC's policies and supporting processes, including any amendments made to them, and any new policies or processes that may be implemented, at all times while at work (including at work-related functions or social events) or while representing ACC. All policies are published on the ACC Intranet. All employees are also required to support ACC's commitment to the Treaty of Waitangi.

## **23. Employee Rights**

ACC has in place effective policies on Equal Employment Opportunities, Discrimination, Domestic Violence and Sexual Harassment.

An Employee Assistance Programme also operates throughout ACC and is available to all staff.

## **24. Disputes and Personal Grievances**

ACC is mindful that work-related problems can result in dissatisfaction in an employee's relationship with ACC. An employment relationship problem includes a personal grievance, dispute or other problem arising to, or arising out of, an employment relationship.

Good communication between an employee and their manager will, in the majority of cases, quickly resolve any problems, grievances or misunderstandings. However, if no solution is identified, then both the employee and ACC must follow the problem resolution process set out in this clause .

An employee has the right to be represented by APEX or any other person of their choosing at any time during the problem resolution process.

If the situation is not resolved through discussion between an employee and their manager, the employee can escalate the problem to their managers' manager. If the situation remains unresolved then, either party can contact the Ministry of Business, Innovation and Employment (MBIE). MBIE can provide helpful information and/or offer the parties to mediation assistance in solving their problem if both agreed to attend.

If mediation does not resolve the problem, either party can refer the problem to the Employment Relations Authority for investigation. If either party is not happy with the Employment Relations Authority's determination, they can refer the problem to the Employment Court. In limited cases, there is a right to appeal a decision to the Court of Appeal and to the Supreme Court.

## 25. Health and Safety

The parties agree that employee health and well-being is important and that, pursuant to the Health and Safety at Work Act 2015, ACC will take reasonably practicable steps to protect employees against harm to their health, safety, and well-being while they are at work, including by eliminating or minimising risks, so far as is reasonably practicable, arising from work and by promoting employees' well-being.

ACC is committed to, and requires employee commitment to a high standard of health, safety and security in the workplace for all employees and visitors to the ACC offices. It is the responsibility of both ACC and employees to ensure that there is a mutual commitment to the obligations for health and safety in the workplace under the Health and Safety in Employment Act 1992, regulations, and codes of practice.

All employees are required to comply with ACC's health and safety rules and procedures, and in particular to take all practicable steps to ensure their own fitness for work and safety and the safety of others in the place of work. All employees are expected to comply with ACC policies with respect to Health and Safety.

An employee is required to ensure that they maintain their ability to perform their duties safely and effectively. An employee must advise ACC when they become aware of any medical condition (including stress-related symptoms) which may impact on their ability to perform their duties safely and effectively.

The promotion of good health and the use of appropriate safety measures are a major objective for ACC managers and staff at all levels. As part of its Safety and Wellbeing policy, ACC is committed to the principles of Case Management which aim to ensure any injured or ill employee is actively engaged in a rehabilitation process that results in an early, safe and lasting return to work or capacity to work.

Staff ACC claims shall be managed in a manner that protects privacy as far as possible.

The employer and all its employees shall take all reasonable precautions for the safety and health of all Employees, patients and visitors as set out in the Health and Safety at Work Act 2015 and its Amendments. Employees who do become aware of damage or faults to equipment or the existence of other hazards that may endanger the health or safety of others shall immediately report such damage, fault or hazard to the Safety Officer and to the employer.

The Employee shall comply with the employer's health and safety policies and procedures at all times.

Employee's workloads will be reasonable and safe. Employee and manager are obliged to review workloads. If there is concern for workload, this can be arranged with the manager as a first step to discuss and resolve. Should the matter not be resolved escalation through a union rep and HR may be appropriate

Employees will not be required to work in situations whether there is a heightened personal risk or where the facilities and equipment are not appropriate.

Transport: employees will be provided with appropriate transport to carry out their official duties.

## **26. Union Rights**

### **Deduction of APEX Membership Fees**

The employer will deduct APEX fees from the salaries of employees when authorised to do so in writing by members. Fees so deducted will be forwarded to APEX fortnightly.

### **Paid Union Meetings**

Subject to subsections of this clause, the employer shall allow every employee who is a member of APEX, on ordinary pay, to the extent that the employee would otherwise be working for the employer during the meeting, two paid union meetings (each of a maximum of two hours' duration) in each year (being the period beginning on the first day of January and ending of the following 31st day of December).

APEX shall give the employer at least 14 days' notice of the date and time of any meeting to which sub-clause (1) of this clause applies.

APEX 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 each employer's operation to continue.

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.

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

### **Representatives Right of Entry**

The authorised APEX representative will with the consent of the employer (which consent will not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises for the purpose of interviewing any employee(s), enforcing the agreement on behalf of any employee(s) covered by this agreement and any other lawful act, but not so as to interfere unreasonably with the business of the employer. In doing so, all existing health,



safety and security requirements will be observed, and if asked to do so, the representative will provide evidence of identity.

### **Employee Education Leave**

The Employer will grant Employment Relations Education leave in accordance with the Employment Relations Act 2000 for employees party to this agreement to attend courses authorised by APEX to facilitate the employees' education and training as employee representatives in the workplace. APEX will send a copy of the programme for the course and the name of employees attending at least 21 consecutive days prior to the course commencing. The granting of such leave will not be unreasonably withheld taking into account continuing service needs.

### **Delegate Facilities**

ACC recognises and values the role of APEX delegates as authorised representatives of employees covered by this agreement. ACC will allow them reasonable time and access to facilities to carry out their functions including APEX sponsored training subject to ACC's operational requirements.

### **27. Savings**

Nothing in this agreement shall operate 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.

### **28. Variations**

This agreement may be varied by agreement between the parties, subject to APEX's normal ratification process. Such agreement must be in writing and signed by the parties.

### **29. Term**

This agreement shall be deemed to have come into force on 1 June 2024 and expire on 31 March 2025.

**SIGNED AGREEMENT**

\_\_\_\_\_

Michael Frampton  
Deputy Chief Executive  
ACC

\_\_\_\_\_

Date

\_\_\_\_\_

Dr Deborah Powell  
National Secretary  
APEX

\_\_\_\_\_

Date

## What “else” does APEX do?

- We negotiate Psychology Advisors’ **collective agreements** for members in both the **public and private sectors**. And of course, we enforce those agreements ensuring our members do get their rightful entitlements.
- We give members **employment advice** generally. This includes around your employment rights under legislation and at common law as well as your collective agreements, pay and in relation to any disputes that could arise.
- We provide advice, support and action with respect to **health and safety**. This includes psychological risks (e.g. bullying), physiological risks (e.g. fatigue) and physical risks (e.g. temperature in workplaces, hazardous substances, lifting etc)
- We support over **300 delegates** in workplaces around NZ, providing them with training and access to professional advice whenever they need it. Our delegates are immediately available to you in the workplace and are a critical link between members and the professional advocates and staff employed by APEX.
- We produce **Journals and newsletters** to keep you up to date with what is happening within your world, the wider Allied Scientific and Technical Health Practitioners space and whole of health and industrial environments.
- APEX **monitors legislation and other policy drivers** to ensure you know what might be happening that could affect you, and to ensure you have the opportunity to have a say, if you wish.
- We provide a public face to the **media** not just in relation to industrial matters but also health policy, health and safety issues and so that we can promote the invaluable work you perform.
- We provide access to **indemnity insurance**.
- We maintain the provision of **Facebook and Website** facilities to keep us all in touch and provide ready access to information and resources.

And much more. For further information check out our website [www.apex.org.nz](http://www.apex.org.nz) or [join us on Facebook](#).



**WE ARE HERE TO HELP!**  
**CONTACT US**

**PHONE:** (09) 526 0280

**EMAIL:** [holly@cns.org.nz](mailto:holly@cns.org.nz)

**WEBSITE:** [www.apex.org.nz](http://www.apex.org.nz)

**ADDRESS:** PO Box 11 369, Ellerslie, Auckland 1542