

MEDICAL IMAGING TECHNOLOGISTS & SONOGRAPHERS

Multi Employer Collective Agreement



1.04.25 - 31.03.26

MEDICAL IMAGING TECHNOLOGISTS & SONOGRAPHERS

Multi Employer Collective Agreement

between

RHCNZ

and



Allied, Scientific and Technical

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MULTI EMPLOYER COLLECTIVE AGREEMENT

The parties to this Agreement are:

- a. RHCNZ employer parties including: Pacific Radiology Group Ltd ("**Pacific Radiology**"), Bay Radiology Group Ltd ("**Bay Radiology**") and Auckland Radiology Group Services Ltd ("**Auckland Radiology**") separately ("**the employer**") and
- b. Association of Professionals and Executive Employees ("**the union**" or "**APEX**").

1. Coverage

- 1.1. The terms of this Multi Employer Collective Agreement ("**MECA**") apply to any person who is a member of APEX and is employed or engaged to be employed as a permanent or fixed term employee, on a full time or part time basis, by Bay Radiology, Pacific Radiology or Auckland Radiology in any modality listed in the pay scales table in clause 10 of this MECA. These include, Mammographers, Magnetic Resonance Imaging Technologists, MRI technologist trainees, Nuclear Medicine Technologists, Sonographers, Sonographer Trainees, Imaging Assistants, and any APEX member primarily employed as one of the above.
- 1.2. For the avoidance of doubt, the following are excluded from coverage:
 - 1.2.1. employees with direct line management responsibilities, even if their role title is shown in the pay scales table at clause 10 of this MECA; and
 - 1.2.2. employees employed under a casual employment agreement.

2. New employees

- 2.1. At the time when the employee enters into an individual employment agreement with an employer, the employer must:
 - 2.1.1. inform the employee
 - 2.1.1.1. that the collective agreement exists and covers work to be done by the employee; and
 - 2.1.1.2. that the employee may join the union that is a party to the collective agreement; and
 - 2.1.1.3. about how to contact the union; and
 - 2.1.1.4. that, if the employee joins the union, the employee will be bound by the collective agreement; and
 - 2.1.2. give the employee a copy of the collective agreement; and
 - 2.1.3. if the employee agrees, inform the union as soon as practicable that the employee has entered into an individual employment agreement with the employer.

3. Completeness

- 3.1. This MECA constitutes the entire agreement between the parties and replaces any previous written or oral agreements and understandings. Where additional terms and conditions have been agreed with employees on an individual basis and are set out in their letter of offer and other individual documentation, these will apply to the extent that they are not inconsistent with the terms of the MECA. Where the MECA and the employee's letter of offer (or other individual employment documentation) both provide for a particular term, the MECA term will apply instead of the relevant term in the letter of offer or individual employment documentation.

4. Term

- 4.1. This MECA shall come into force on 1 April 2025 and expires on 31 March 2026.

5. General commitments

- 5.1. The employer will:
 - 5.1.1. Act as a fair and reasonable employer, ensuring the employer operates policies that are fair and transparent;
 - 5.1.2. Exercise good faith in the employer's management of all aspects of the employment relationship;
 - 5.1.3. Take all reasonably practicable steps to provide the employee with a safe and healthy workplace; and
 - 5.1.4. Upon termination of employment, if requested, provide a certificate to the employee, which will not be a reference, setting out the nature and period of the employee's employment.
- 5.2. The employee will:
 - 5.2.1. Comply with all reasonable and lawful instructions provided to the employee by the employer;
 - 5.2.2. Perform the employee's duties with all reasonable skill and diligence, to the best of their ability, and dedicate all their time and attention during working hours to the completion of their role;
 - 5.2.3. Always act in the best interests of the employer and the employment relationship;
 - 5.2.4. Consistently achieve the employee's performance expectations and behave consistently with the employer's values;
 - 5.2.5. Comply with the employer's policies and procedures;
 - 5.2.6. Maintain the employee's individual capabilities and knowledge to competently discharge their functions and duties;
 - 5.2.7. Deal with the employer in good faith, and act fairly and reasonably in respect of all aspects of the employment relationship.

6. The employee's position

6.1. Role and Position Description

- 6.1.1. The employee's position title is included in their individual employment documentation and Position Description.
- 6.1.2. The employee's general duties and responsibilities are set out in the Position Description. The employee also agrees to perform all reasonable duties required by the employer that are within the employee's capability.
- 6.1.3. The employer may make reasonable changes to the employee's duties and responsibilities, including in the Position Description, following consultation.

6.2. Place of work

- 6.2.1. The employee's place of work will be included in their individual employment documentation. Some travel may be required from time to time to fulfil the requirements of the position. Refer to the Work Allowances and Travel Expenses Policy for further information.
- 6.2.2. The employer may make reasonable changes to the employee's place of work following consultation.
- 6.2.3. Where a mammographer is required to work on the BSA mobile screening unit, they will be reimbursed for mileage in accordance with the Work Allowances and Travel Expenses policy. Where possible travel to and from the mobile bus will occur during work hours.

7. Hours of work

- 7.1. The employee's ordinary hours of work are set out in their individual employment documentation. The employer may make reasonable changes to the employee's ordinary hours of work following consultation.
- 7.2. Ordinarily, rosters will be notified not less than 28 working days prior to the commencement of the roster. In order to support employee requests to take leave, the employer may make reasonable changes to the roster, such as changes to rostered location, rostered start times or rostered finish times.
- 7.3. Employees are entitled to 2 consecutive rostered days off per pay period, except where otherwise mutually agreed.
- 7.4. Notwithstanding the above an employee is also able to request a 'Flexible Working Arrangement' to vary their days, hours and place of work in accordance with Part 6AA of the Employment Relations Act 2000 and any subsequent amendments.

8. Cancellation of additional shifts

- 8.1. The employee may agree to work shifts in addition to their ordinary hours of work ("**additional shift**").

- 8.2. If the employee is no longer required to work an additional shift, the employer may cancel it on at least:
- 8.2.1. 48 hours' notice from the commencement of the additional shift, if the shift takes place at the employee's normal place of work; or
 - 8.2.2. 60 hours' notice from the commencement of the additional shift, if the shift takes place at a location that is at least 2 hours' drive away from the employee's normal place of work.
- 8.3. If the employer cancels the additional shift with less notice than required, or the employee is not informed of the cancellation until after that shift has begun, or if the employer cancels the additional shift after it has begun, the employer will pay the employee as if they worked the entire additional shift.

9. Meal and rest breaks

- 9.1. The employee is entitled to rest and meal breaks in accordance with the Employment Relations Act 2000. The timing of the breaks may be agreed between the parties.
- 9.2. If the employee is infant feeding and wishes to express milk while at work, the employee may agree additional breaks to do so with their manager.
- 9.3. An employee unable to be relieved from work for a meal break, or where there is no provision or opportunity for a 30 minute meal break, shall be allowed to have a meal on duty and this period will be regarded as work time.

10. Pay

10.1. Pay scales

10.1.1. The pay scales are set out as follows.

CT						
Role	Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
CT Technologist	49.21	50.57	51.94	53.31	54.67	57.40
Senior CT Technologist		54.23	55.70	57.17	58.63	61.57
Deputy Charge CT Tech / CT Service Lead		57.47	59.02	60.57	62.12	65.23

Imaging Assistant						
Role	Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
	Step 1	Step 2	Step 3	Step 4	Step 5	Extension

Clinic Support			28.12	28.87	29.61	31.09
Imaging Assistant /Healthcare Assistant	30.99	31.84	32.71	33.56	34.43	36.15

Mammography						
	Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
Role	Step 1	Step 2	Step 3	Step 4	Step 5	Extension
Non- BSA Mammographer	47.89	49.23	50.56	51.89	53.22	55.88
BSA Mammographer	49.67	51.05	52.43	53.81	55.19	57.95
Senior Mammographer		52.24	53.65	55.06	56.47	59.30
Senior BSA Mammographer – Advanced Practice		53.35		56.24	57.68	60.56
Mammography Service Lead /Deputy Charge			59.49	61.06	62.62	65.75

MRI - NON-AUCKLAND RADIOLOGY GROUP (REGION 1)						
	Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
Role	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Trainee MRI Technologist			44.71	45.89	47.07	49.42
MRI Technologist	58.42	60.04	61.66	63.29	64.91	68.15
Senior MRI Technologist		64.04	65.77	67.50	69.23	72.69
Deputy Charge MRI Tech		68.04	69.87	71.72	73.56	77.24

MRI - AUCKLAND RADIOLOGY GROUP (REGION 2)						
	Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
Role	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6

Trainee MRI Technologist			47.22	48.46	49.71	52.19
MRI Technologist	61.70	63.41	65.13	66.84	68.55	71.98
Senior MRI Technologist		67.64	69.47	71.30	73.13	76.79
Deputy Charge MRI Tech		71.87	73.81	75.75	77.69	81.58

MRT/MIT/DEXA						
	Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
Role	Step 1	Step 2	Step 3	Step 4	Step 5	Extension
DEXA Technologist (Non MRT)		36.73	37.72	38.72	39.71	41.70
Lead DEXA		41.06	42.17	43.28	44.39	46.60
MRT	44.83	46.08	47.33	48.56	49.81	52.31
Senior MRT		49.80	51.14	52.49	53.83	56.53
MRT Service Lead / Deputy Charge		53.26	54.70	56.13	57.58	60.45

Nuclear Medicine						
	Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
Role	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Trainee Nuclear Medicine Tech			46.06	47.27	48.49	50.91
Nuclear Medicine Tech	59.41	61.07	62.72	64.37	66.02	69.32
Senior Nuclear Medicine Tech	62.87	64.60	66.35	68.10	69.85	73.34

Sonography – Pacific Radiology Canterbury/Auckland Radiology Group (Region 1)						
	Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
Role	Step 1	Step 2	Step 3	Step 4	Step 5	Extension
Trainee Sonographer			45.17	46.35	47.55	49.92

Sonographer	68.86	70.77	72.68	74.60	76.50	80.33
Senior Sonographer	73.77	75.82	77.87	79.92	81.97	86.07
Deputy Charge Sonographer	78.69	80.87	83.05	85.25	87.43	91.80

Sonography – Pacific Radiology Wellington Manawatu (Region 2)						
	Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
Role	Step 1	Step 2	Step 3	Step 4	Step 5	Extension
Trainee Sonographer			46.41	47.64	48.86	51.30
Sonographer	70.76	72.71	74.68	76.64	78.61	82.54
Senior Sonographer	75.81	77.92	80.02	82.13	84.23	88.44
Deputy Charge Sonographer	80.86	83.10	85.34	87.59	89.83	94.33

Sonography – Other Regions (Region 3)						
	Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
Role	Step 1	Step 2	Step 3	Step 4	Step 5	Extension
Trainee Sonographer			45.99	47.20	48.41	50.84
Sonographer	70.11	72.06	74.00	75.95	77.90	81.79
Senior Sonographer	75.12	77.20	79.29	81.37	83.46	87.63
Deputy Charge Sonographer	80.13	82.35	84.57	86.80	89.03	93.48

- 10.1.2. Placement on the pay steps for new employees will recognise the relevant experience, qualifications, capabilities, skills, duties, and responsibilities of the employee in accordance with the career matrices, and align with the placement of the existing employed workforce with similar qualifications and experience.
- 10.1.3. Criteria for progression is clearly defined for each step in the published career matrices.
- 10.1.4. The employee will be paid fortnightly, no later than the following Wednesday after the conclusion of a pay fortnight, by direct credit to the employee's nominated bank account. The employer may make reasonable changes to the pay cycle following consultation.
- 10.1.5. When payday falls on a public holiday, the employee will be paid no later than the working day immediately before the public holiday.

10.2. **Dual modalities**

- 10.2.1. Where an employee works in multiple modalities, they will be paid in accordance with the Remuneration Policy.

10.3. **Pay Step Placement and Progression Review process**

- 10.3.1. If an employee disagrees with their annual pay step placement outcome, they can request that the outcome be reviewed within 4 weeks of being notified of the outcome. The process for an outcome review is detailed below:
 - 10.3.1.1. The employee advises their direct line manager that they are considering a review of their pay step placement outcome and why. The direct line manager will respond by giving the employee information to help them understand the reasons for their placement.
 - 10.3.1.2. If the employee remains dissatisfied with the pay step outcome, the employee may formally appeal the decision by putting their concerns in writing to their direct line manager who will escalate the matter.
 - 10.3.1.3. The Chief Operating Officer (**COO**) will review the information provided by the employee and seek information and advice from relevant employees as appropriate which may include the employee's direct line manager, the Regional Manager and the Employment Relations Manager. The COO will take into account all relevant information before making a decision.
 - 10.3.1.4. The COO's decision will be made in a timely manner, communicated to the employee in writing and include reasons for the decision. The COO's decision is final and not reviewable.
- 10.3.2. Staff members may seek APEX support throughout the review process.

10.4. **Deductions**

- 10.4.1. The employee agrees that the employer may deduct from the employee's pay any amount that it owes the employer.
- 10.4.2. Such deduction may include, but is not limited to, the value of an unreturned or damaged property, holiday pay paid in advance of the employee's entitlement, relocation or work study costs, or any overpayment or other money owed.
- 10.4.3. The employer will consult the employee prior to making any deduction.
- 10.4.4. The employee may vary or withdraw their consent to deductions being made from their pay by giving written notice to this effect. In such case the employer will vary or cease the deduction within two weeks or as soon as reasonably practicable.
- 10.4.5. This approach is consistent with the Wages Protection Act 1983.

10.5. **KiwiSaver**

- 10.5.1. The employee will be automatically enrolled in KiwiSaver, in line with legislative and eligibility requirements, unless they choose to opt out within the prescribed timeframe.
- 10.5.2. The employer will pay employer KiwiSaver contributions and employer superannuation contribution tax for employees enrolled in KiwiSaver, in line with legislative requirements, in addition to the employee's pay.
- 10.5.3. Further information about KiwiSaver is available at www.ird.govt.nz/kiwisaver.

11. **Retention and Recruitment Allowance**

- 11.1. The employer may decide to provide an additional reviewable allowance to employee groups in local areas where recruitment and retention has or may become a serious problem. The level and nature of any recruitment and retention allowance that may be provided shall be fair and transparent and have regard to similar recruitment and retention allowances.

12. **Higher Duties allowance**

- 12.1. If the employee temporarily takes over the duties of a higher paid position for a continuous period for a minimum of 3 weeks, and up to a maximum of 3 months, the employee will be paid a Higher Duties Allowance ("**HDA**"). For anyone taking over higher duties for a period longer than 3 months, this will be considered a secondment.
- 12.2. The value of the HDA is calculated based on the greater value of either
 - 12.2.1. 10% of the employee's hourly rate or;
 - 12.2.2. Up to 85% of the higher banded role.

13. **Overtime, weekend penal rates and allowances**

13.1. **Definition and payment of overtime**

- 13.1.1. For the purpose of calculating overtime, the employee's standard working day is the longer of either 8 hours or the employee's regular shift hours ("**Standard Working Day**").
- 13.1.2. Overtime is only payable on approved hours worked beyond the employee's Standard Working Day, except as specified in clause 13.1.3.1.
- 13.1.3. For employees of Pacific Radiology:
 - 13.1.3.1. Mammographers with regular shift hours of 7 or 7.5 will be paid overtime at the rate of T1.5 where the mammographer is approved to work beyond those hours;
 - 13.1.3.2. For all other employees of Pacific Radiology, overtime at the rate of T1.5 will be paid where an employee is approved to work beyond their Standard Working Day.

- 13.1.4. For employees of Bay Radiology, overtime at the rate of T1.5 will be paid where the employee is approved to work hours beyond their Standard Working Day.
- 13.1.5. For employees of Auckland Radiology, overtime at the rate of T1.5 will be paid where the employee is approved to work overtime beyond 30 minutes of their Standard Working Day. The first 30 minutes after the employee's Standard Working Day will be paid at T1.

13.2. Evening work

- 13.2.1. For employees of Pacific Radiology, a late shift allowance as set out in Appendix A will be payable for rostered hours worked after 8pm.
- 13.2.2. For employees of Auckland Radiology, a late shift allowance as set out in Appendix A will be payable for rostered hours worked after 7pm.
- 13.2.3. For employees of Bay Radiology, where an employee is rostered to work for an evening shift, for the hours worked from 6pm, the employee shall be paid at rate T1.5.

13.3. Rostered Weekend work

- 13.3.1. Employees of Bay Radiology and Pacific Radiology that work on a weekend as a rostered normal day of work, will be paid T1.5 for the rostered hours worked:
 - 13.3.1.1. When employees work in mammography for Pacific Radiology; and
 - 13.3.1.2. When employees work as a Medical Imaging Technologist for Bay Radiology. (For the avoidance of doubt, this does not include employees working as a Medical Resonance Imaging Technologist, Sonographer, or Nuclear Medicine Technologist)
- 13.3.2. Employees of Bay Radiology and Pacific Radiology that work a weekend as a rostered normal day of work in an area other than those set out in clause 13.3.1.1 and 13.3.1.2, will be paid T1 for the rostered hours worked, unless overtime rates apply.
- 13.3.3. For employees of Auckland Radiology rostered weekend shifts will be paid at the rate of T1.5.

13.4. Additional Weekend work

- 13.4.1. For employees of Auckland Radiology:
 - 13.4.1.1. Overtime is payable when an employee is requested to work on a Saturday or Sunday, where the hours to be worked are additional to their normal working hours for the week. In that case the employee would be paid at the rate of ordinary time plus 50% (T1.5) for all time worked.
- 13.4.2. For employees of Bay Radiology and Pacific Radiology:
 - 13.4.2.1. Overtime is payable when an employee is requested to work on a Saturday or Sunday, where the hours to be

worked are additional to their normal working hours for the week. In that case the employee would be paid at the rate of ordinary time plus 50% (T1.5) for the first three hours worked and at the rate of ordinary time plus 100% (T2) for all subsequent hours worked.

Other overtime clauses

- 13.4.3. Notwithstanding the above clauses, if an unscheduled patient requires imaging at the end of the Standard Working Day, the employee will be paid overtime in accordance with clause 13.1 for the time worked without seeking prior approval.
- 13.4.4. Whether allowances and overtime are payable on the same work, is set out in Appendix A.
- 13.4.5. **Short Notice Shift Cover** for employees of Bay Radiology - Where an employee agrees, with less than 24 hours' notice, to work a shift to cover for the unanticipated leave of a colleague (e.g. sickness or bereavement leave), on a day that would not otherwise have been a working day, a Short Notice Shift Cover Allowance will be paid in addition to the standard rates of pay for the hours worked. If the shift is split between two employees, the allowance will be split between the two employees on a pro-rata basis. The rate of the Allowance is specified in Appendix A.
- 13.4.6. Where the employee is owed payable overtime, the parties may mutually agree for the employee to take time off in lieu and have that time deducted from their payable overtime at T1.

14. Call-ins and on-call allowance

- 14.1. Where the employee is required to be 'on call' they will be paid the applicable on call allowance as set out in Appendix A.
- 14.2. The following clauses apply to employees of Auckland Radiology and Pacific Radiology:
 - 14.2.1. Where the employee is called in to work after completing their day's work or after having left their place of employment, the employee will be paid a minimum call in allowance as set out in Appendix A for the first two hours of any call in.
 - 14.2.2. Where the employee spends more than two hours onsite during a single call in, they shall be paid an additional call in allowance as set out in Appendix A.
 - 14.2.3. Where a subsequent call in occurs within the initial two hour period, payment of the additional call in allowance shall continue until the employee returns to the place from which they were called or their residence. If a subsequent call-in occurs after the initial two hour period then a new call in commences and an additional minimum call in allowance will be payable.
- 14.3. The following clauses apply to employees of Bay Radiology:
 - 14.3.1. Where an employee is called back to work after completing their day's work or after having left the place of employment, they shall

be paid a minimum of two hours at double time (T2) for the call-back (or a minimum of 3 hours for an MRI in-patient call in).

- 14.3.2. Where a subsequent call back occurs within the initial two hour period payment at double time (T2) shall continue until the employee returns to the place from which they were called or their residence. If a subsequent call-back occurs outside of the initial two hour period a new call-back commences.
- 14.4. For the purposes of calculating the length of the call-in, travelling time from the place of call to the place of duty and return to the place of call or residence will be included in addition to actual time worked.
- 14.5. Actual and reasonable travel costs (mileage) will be reimbursed in respect to the call-in at least at the rates promulgated by the IRD for self-employed people and employees.

15. Continuing Professional Development

- 15.1. Continuing Professional Development (“CPD”) ensures employees retain the necessary registrations and qualifications for their position and encourages them to grow during their employment with the employer. All clinical employees are required to complete CPD annually, and non-clinical employees are encouraged to do so.
- 15.2. The employer provides annual funding and paid time away from normal duties to support all employees to complete continuing professional development for their position. The funding can also be used to cover or contribute towards the cost of completing CPD activities that are relevant to the employee’s position and the cost of any optional professional fees.
- 15.3. The CPD funding amount and the CPD days available for each employee depends on the employee’s employer and is set out as follows:

15.3.1. Bay Radiology:

Primary Role	Amount (per annum)	CPD days (per annum)
Medical Radiation Technologist (MRT) Registered Nurse	\$1,000 plus GST	3 days
CT Technologist	\$1,000 plus GST	3 days
Mammographer	\$1,000 plus GST	3 days
Sonographer	\$2,800 plus GST	3 days
Nuclear Medicine, MRI Technologist	\$2,500 plus GST	3 days

15.3.1.1. For Medical Radiation Technologists (whose primary role is within the general x-ray, theatre, mammography or CT scopes of practice) at Bay Radiology, any unused CPD days or part thereof of the annual allocation, can be accumulated up to 3 years.

15.3.2. Pacific Radiology:

Primary Role	Amount (per annum)	CPD days (per annum)
Medical Radiation Technologist (MRT)	\$1,000 plus GST	3 days

And Registered Nurse		
CT Technologist	\$1,000 plus GST	3 days
Mammographer	\$1,000 plus GST	3 days
Sonographer	\$2,800 plus GST	3 days
Nuclear Medicine, MRI Technologist	\$2,500 plus GST	3 days

15.3.2.1. For mammographers at Pacific Radiology, accumulation of the annual CPD days allocation is to a maximum of three years.

15.3.3. Auckland Radiology:

Primary Role	Amount (per annum)	CPD days (per annum)
Medical Imaging Technologist (MIT) and Registered Nurse	\$2,000 inc GST	2 days
CT Technologist	\$2,000 inc GST	2 days
Mammographer	\$2,000 inc GST	2 days
Sonographer	\$3,000 inc GST	5 days
Nuclear Medicine, MRI Technologist, Modality Leads	\$3,000 inc GST	5 days

15.3.4. Further information about the support the employer provides and the criteria that applies is contained in the Continuing Professional Development Policies.

16. Reimbursement of Employment Related Expenses

16.1. In addition to the annual CPD funding, the employer will cover the cost of any professional fees, registration, and/or annual practising certificates that are necessary for the employee's position. The employer will reimburse the employee for these necessary costs upon proof of receipt as follows:

16.1.1. Where an employee works exclusively for the employer, the employer will reimburse the full costs upon proof of receipt.

16.1.2. Where an employee does not work exclusively for the employer, the employer will reimburse the costs biennially (every two years alternating with the other clinical employer) or on a pro-rata basis calculated on the employee's normal hours of work as set out in their individual employment documentation or any subsequent variation.

16.2. The employee will be reimbursed for any reasonable expenses incurred through their position upon production of receipts or other proof that is acceptable to the employer, and provided the expenses are in line with the employer's Work Allowances and Travel Expenses Policy.

17. Wardrobe

17.1. The employee agrees to follow the employer's Wardrobe Policy and wear the company uniform for their position if required to do so.

- 17.2. The employee is to wear their uniform at all relevant times during the performance of their duties and ensure that they maintain an appropriate and professional standard of dress at work.
- 17.3. The employer will support the employee to wear the uniform as outlined the Wardrobe Policy.

18. Policies and procedures

- 18.1. Employees are required comply with their employer's applicable policies and procedures. Each employer is a subsidiary of RHCNZ Limited ("RHCNZ"), and employees are also required to comply with all RHCNZ policies and procedures.
- 18.2. All policies may be amended or withdrawn from time to time, or new policies may be introduced, as considered appropriate.
- 18.3. The employer will take all reasonably practicable steps to ensure the employee is informed about where they can find all applicable policies and procedures. The employee is responsible for ensuring they are familiar with them.

19. Safety and wellness

- 19.1. The employer is committed to providing an environment that promotes health and safety in the workplace, and the employee is responsible for contributing to this.
- 19.2. The employer agrees to:
 - 19.2.1. Ensure, so far as reasonably practicable, the health and safety of all people within the employer's working environment.
 - 19.2.2. Engage with the employer and their representative(s) regarding improvements to health and safety that can be made within the employer's workplaces, on an ongoing basis.
 - 19.2.3. Comply with the employer's obligations under the Health and Safety at Work Act 2015 (and any amendments, regulations and approved codes of practice).
- 19.3. The employee agrees to:
 - 19.3.1. Familiarise themselves with the employer's health and safety policies and comply with all directions and instructions from the employer about health and safety.
 - 19.3.2. Take all reasonable steps to ensure that in carrying out the employee's duties the employee does not undermine their own health and safety, or the health and safety of any other person.
 - 19.3.3. Participate positively in any initiatives that are intended to improve health and safety in the workplace, including training and team meetings/discussions.
 - 19.3.4. Advise the employer of any physical or psychological health conditions which may impact on the employee's ability to perform their duties safely, or that appear to suggest a workplace injury may have occurred.

- 19.3.5. Reasonably consider a request to undergo a medical or health assessment by a registered health professional (at our expense) if the employee suffers a workplace injury or has an illness or condition that is affecting their ability to work.
- 19.3.6. Comply with our Drug and Alcohol Policy including cooperating in the drug or alcohol testing process.
- 19.3.7. Consider making use of the Employee Assistance Programme to support the employee's overall wellbeing.

20. Health Insurance

- 20.1. If the employee is a permanent employee the employer will provide the employee with medical insurance cover with an insurance provider of the employer's choosing. The degree of coverage will be determined by the employer at their sole discretion. If the employee alters or adds to the provided cover the employee is responsible for any additional costs, and these will be deducted as arranged with the insurance provider.

21. Holidays and Leave

21.1. Leave entitlements

- 21.1.1. The employee is entitled to take leave in accordance with the Holidays Act 2003 and its amendments. In many cases the leave entitlements in this MECA are more generous than the statutory leave entitlements, but they will be applied in the same way as they are in the Holidays Act, unless specifically stated otherwise. The employee's main leave entitlements are set out below, and the Leave policy contains further information. For more information about leave entitlements the employee can contact the Ministry of Business, Innovation and Employment, or APEX.

21.2. Annual leave

- 21.2.1. The employee is entitled to 5 weeks' annual leave each year (note that "week" means the employee's normal working week). The employee can access annual leave from the commencement of their employment. Employees should agree with their employer when annual leave will be taken.
- 21.2.2. The employee shall, if they so elect, be provided with an opportunity to take at least two consecutive weeks of their annual leave entitlement in a continuous period.
- 21.2.3. When the employee takes annual leave, they will be paid for their annual leave days in the standard pay that relates to the period during which the holiday is taken, unless otherwise agreed.
- 21.2.4. In some cases, and following consultation with the employee, the employee may be required by their manager to take annual leave on particular dates. In this case, the employer would provide 14 days' notice of the requirement.
- 21.2.5. Should the employer propose to close or reduce the workforce capacity in all or parts of the business over the Christmas and New

Year period (“**Christmas closedown**”) the employee will be notified of any Christmas closedown by no later than 1 September.

- 21.2.6. If the employee or a dependent is sick or injured while on annual leave, the employer may agree that the employee takes the period of sickness or injury as sick leave instead of annual leave.

21.3. **Public holidays**

- 21.3.1. The employee is entitled to public holidays in accordance with the Holidays Act 2003.
- 21.3.2. The employee is entitled to a day off on their relevant daily pay where a public holiday falls on a day that would otherwise be a working day for the employee.
- 21.3.3. The employer may require the employee to work on a public holiday if the public holiday would otherwise be a working day for the employee. In most cases the employer will seek volunteers before requiring employees to work on a public holiday. The employer will consult with the employee, where practicable, if the employer anticipates that the employee will be required to work on a public holiday.
- 21.3.4. If the employee agrees or is approved to work on a public holiday, the employee will be paid at the rate of ordinary time plus 100% (T2) for a minimum of four hours (or the actual hours worked, whichever is higher).
- 21.3.5. In addition, if the day would otherwise be a working day for the employee, the employee will be entitled to an alternative holiday.
- 21.3.6. For those that are rostered ‘On Call’ please also refer to the Working Allowances and Travel Expenses policy.

21.4. **Sick leave**

- 21.4.1. The employee is entitled to 10 days’ paid sick leave per year. The employee can use sick leave to take time off work and recover if they are sick or injured, or to care for their spouse or another dependant person who is sick or injured. The employee can access sick leave from the commencement of their employment.
- 21.4.2. The employee must tell their manager if the employee is going to be on sick leave as soon as possible (before their usual start time, if possible).
- 21.4.3. The employee may carry over unused sick leave up to a maximum of 30 days.
- 21.4.4. If the employee needs to attend a medical appointment (which may include a doctor, dentist, physiotherapist, or similar professional) and evidence of the appointment is produced, reasonable time off on pay may be approved at the employer’s discretion and will not be deducted from any leave entitlement. It is expected that the employee will take business considerations into account when booking medical appointments, and where possible, they should make every effort to make medical and dental appointments outside of work hours.

21.5. Medical Certificates

- 21.5.1. The employer may require the employee to produce a medical certificate if the employee is sick for 3 or more consecutive calendar days, at the employee's cost. If the employer advises the employee that a medical certificate is required for a period of sick leave that is less than 3 consecutive calendar days, the employer will cover the employee's reasonable expenses in obtaining the medical certificate.

21.6. Health Assessments

- 21.6.1. The employer may ask the employee to be assessed by a registered health professional, at the employer's cost, where the employer has reasonable grounds to ask for health information to help it to understand, for example:
 - 21.6.1.1. If the employee is safe and healthy enough to return to work.
 - 21.6.1.2. The likelihood of the employee being able to return to work within a reasonable timeframe.
 - 21.6.1.3. The employee's ability to perform their duties safely and effectively.
- 21.6.2. The employer may also request the employee's consent to seek relevant information from their current medical practitioner or other registered health professional.
- 21.6.3. The employee may refuse to have the health assessment or allow the relevant health information to be shared with the employer. If this happens, the employer may act on its concerns based on the information available.

21.7. Domestic leave

- 21.7.1. In addition to the employee's sick leave entitlement, the employee may take up to 5 days' domestic leave per year (pro rata for part time).
- 21.7.2. Domestic leave may be taken when the employee needs to be absent from work to support a dependent who relies on their care when they are sick or injured. The employee may also take domestic leave if they need to respond to a domestic emergency such as a natural disaster or criminal act that affects their home or a dependent.
- 21.7.3. When taking leave to care for a sick or injured dependent, the employee will need to advise their manager whether they would like this debited from their sick leave entitlement or their domestic leave entitlement.
- 21.7.4. The employee can access domestic leave from the commencement of their employment.
- 21.7.5. Unused domestic leave is not carried forward from one leave year to the next.

21.8. **Bereavement or Tangihanga leave**

- 21.8.1. The employee is entitled to take up to 5 days' bereavement or tangihanga leave where the bereavement results from the death of the employee's partner, parent, child, sibling, grandparent, grandchild, partner's parent. Further information about this leave is found in the Leave Policy.
- 21.8.2. The employee is entitled to take up to 5 days' bereavement leave if the employee has a miscarriage or stillbirth.
- 21.8.3. The employee is entitled to take up to 5 days' bereavement leave if another person has a miscarriage or stillbirth and the employee is:
 - 21.8.3.1. The person's partner.
 - 21.8.3.2. The person's former partner and would have been the biological parent.
 - 21.8.3.3. The agreed primary carer (e.g., through a formal adoption or whangai arrangement).
 - 21.8.3.4. The partner of a person who had agreed to be the primary carer.
- 21.8.4. The employee is entitled to 1 day's bereavement leave where the bereavement results from the death of another person, but only by agreement with the employer, where the employer will consider:
 - 21.8.4.1. The closeness of the relationship or association between the employee and the deceased.
 - 21.8.4.2. Whether the employee may have any responsibility for arrangements for the ceremony.
 - 21.8.4.3. Any cultural responsibilities the employee may have in relation to the death.

21.9. **Support for Victims of Family Violence**

- 21.9.1. Family violence may impact on an employee's attendance or performance at work. Family violence means domestic violence as defined by section 9 of the Family Violence Act 2018. Refer to the Family Violence Policy for more information.
- 21.9.2. The employer will support employees experiencing family violence. This support includes:
 - 21.9.2.1. For those experiencing family violence, up to 10 days of paid leave in any calendar year to be used for medical appointments, legal proceedings and other activities related to family violence. This leave is in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day.
- 21.9.3. To support safety planning and avoidance of harassing contact, employees are entitled to request:
 - 21.9.3.1. Changes to their span or pattern of working hours, location of work or duties;

- 21.9.3.2. A change to their work telephone number or email address; and
 - 21.9.3.3. Any other appropriate measure including those available under existing provisions for flexible work arrangements.
 - 21.9.4. Any such request will be properly considered and responded to in writing as soon as possible and within 10 working days of receiving the request.
 - 21.9.5. An employee who supports a person experiencing family violence may utilise their available domestic leave to accompany them to court, to hospital or to mind children.
 - 21.9.6. All personal information concerning family violence will be kept confidential and will not be kept on the employee's personnel file without their agreement.
 - 21.9.7. Proof of family violence may be requested and can be in the agreed form of a document from the Police, a health professional or a family violence support person.
- 21.10. **Parental leave**
- 21.10.1. **Government Parental Leave**
 - 21.10.1.1. The employee is entitled to take Parental Leave in accordance with the Parental Leave and Employment Protection Act 1987, and our Leave policy.
 - 21.10.2. **RHCNZ parental leave top up**
 - 21.10.2.1. These RHCNZ parental leave top up clauses only apply if the employee is a permanent employee or employed on a fixed-term employment agreement of 12 months or more.
 - 21.10.2.2. If the employee is entitled to parental leave payments under the Parental Leave and Employment Protection Act 1987, and the employee commences primary carer leave on or after 1 April 2025, the employer will top up the employee's government funded parental leave payments to the employee's normal weekly base salary for a period of six weeks.
 - 21.10.2.3. The top up payment will be calculated based on the normal weekly base salary that the employee received immediately prior to the commencement of their primary carer leave.
 - 21.10.2.4. The top up payment will apply from the first day of the employee's primary carer leave.
 - 21.10.2.5. The employee may request to receive the parental leave top up payments as a lump sum instead of over the six-week period set out above. If the employee's request is approved, the employee and the employer will agree to the timing of the lump sum payment.
 - 21.10.2.6. Should a parent structure their parental leave to get both the employer's paid partner leave and the RHCNZ

Parental Leave Top Up Payments, the employer will deduct the full value of the employer's paid partner leave from the full value of RHCNZ Parental Leave Top Up Payments.

21.11. **Long Service Leave**

- 21.11.1. In recognition of tenure, the employee is entitled to long service leave, of one week after 10 years' continuous employment, unless specifically grandparented in Appendix B.
- 21.11.2. At 20 years, 30 years, 40 years and 50 years' continuous employment, two weeks' additional leave will be provided as 'one off' entitlements.

21.12. **Jury Service Leave and other Statutory Obligations**

- 21.12.1. If the employee is required to attend court on Jury Service or other statutory obligations ("**required attendance**") the employee must inform their manager as soon as possible.
- 21.12.2. The employer will make reasonable efforts to accommodate the required attendance. Where the employer can accommodate the required attendance it will be granted as paid leave based on the employee's normal hours of work.
- 21.12.3. The employee will pay the employer any jury fees or other payments received by the employee from the court or relevant statutory body for the required attendance.

22. ACC Entitlements

- 22.1. Accident compensation will be granted according to the provisions of the Accident Compensation Act 2001.
- 22.2. If the employee experiences a work-related accident and requires time off work to recover, the employee will be paid full salary for the first week, which will not be debited against the employee's sick leave entitlement. For subsequent weeks, upon acceptance by ACC of the accident, the employer and employee can agree that the employer will top up the employee's ACC entitlement so that the employee receives their normal pay, and this will be offset by the employee's sick leave balance on a one for one basis. When the employee's sick leave is exhausted, the employer will cease to top up the employee's ACC entitlement.
- 22.3. Where the employee experiences a non-work-related accident and requires time off work to recover, the employee will receive standard ACC entitlements only. The employee may ask to use sick leave or annual leave to top up their earnings, and their manager will consider this request.

23. Managing change

23.1. **Managing change**

- 23.1.1. The employer is committed to robust consultation with employees and the union prior to implementing any substantial changes to its structure, workplace policies, or procedures. Consultation shall involve the employer:

- 23.1.1.1. sharing relevant and sufficient information (including presenting employees with a proposal) that enables employees and APEX to form a view on the proposal;
- 23.1.1.2. requesting feedback and providing employees and APEX a reasonable opportunity to express their view or point to difficulties or problems;
- 23.1.1.3. genuinely considering any requests for further information about the proposal;
- 23.1.1.4. listening to what employees and APEX have to say, and genuinely considering their feedback before making a decision; and
- 23.1.1.5. entering a dialogue with APEX around any concerns with the proposed changes.

Redundancy

- 23.1.2. Redundancy is when an employee's role is disestablished because it is surplus to the needs of the business.
 - 23.1.3. If, after following a good faith consultation process, the employee's position is disestablished, the employer will discuss possible and reasonable redeployment opportunities for the employee (if any exist).
 - 23.1.4. If the employer is unable to redeploy the employee, the employee's employment will end for redundancy. The employee will be entitled to receive 4 weeks' notice of termination of employment, or payment in lieu of notice at the discretion of the employer.
 - 23.1.5. Unless specifically grandparented in Appendix B, the employee will also be eligible for redundancy compensation calculated at one week's pay for every complete year of continuous service, up to a maximum of 10 weeks.
 - 23.1.6. The employee will not be entitled to redundancy compensation if they are offered a suitable redeployment position.
- 23.2. **Employee Protection Provision**

- 23.2.1. Where part or all of the employer's business is sold, transferred, or contracted out ("**Restructuring**") to another person or entity ("**Third Party**") (within the definitions of section 690I Employment Relations Act 2000) and, as a result, the work performed by the employee (or substantially similar work) is instead to be performed by employee(s) of the Third Party, in the course of negotiations with the Third Party, the employer will:
 - 23.2.1.1. address matters regarding the likely impact of this event upon the employee, including whether it is possible to transfer the employee to the Third Party; and if so,
 - 23.2.1.2. discuss with the Third Party whether any such transfer will be offered to the employee on the same or similar terms and conditions of employment, and other matters such as duties, hours and location, and whether the employee's

service with the employer will be treated by the Third Party as continuous with the employee's service with the Third Party; and

- 23.2.1.3. if no offer of employment is made to the employee by the Third Party, the employer will discuss with the employee what entitlements may be available to the employee.
- 23.2.2. If the business is sold, transferred, or contracted out, the following provisions will apply:
 - 23.2.2.1. regardless of the terms offered, where the employee accepts a transfer to the Third Party no notice of termination for redundancy or redundancy compensation will be payable;
 - 23.2.2.2. where the employee is not offered a transfer to the Third Party on similar terms and conditions of employment, and the employer is not able to offer the employee a suitable alternative role, the employee's employment will terminate for redundancy and the Redundancy clauses in clause 23.2 above will apply; or
 - 23.2.2.3. where the employee is offered a transfer to the Third Party on similar terms and conditions of employment but elects not to accept that offer, no redundancy compensation will be payable.

24. Termination of employment

24.1. General

- 24.1.1. The employee's employment may be terminated at any time by either the employer or the employee giving not less than four weeks' written notice of termination.
- 24.1.2. Unless the employer and the employee mutually agree to reduce the required notice period and subject to clause 24.2 where either party provides less than 4 weeks' written notice, the outstanding period shall be paid or deducted from the employee's payable salary, as appropriate.
- 24.1.3. Where written notice to terminate has been served by either party and the employer does not require the employee to work out some or all of their period of notice, the employer may:
 - 24.1.3.1. pay the employee in lieu of some or all of their notice period; or
 - 24.1.3.2. require the employee to observe all or part of their notice period away from the office ("**garden leave**").
- 24.1.4. During any period of garden leave, the employer is not obliged to provide the employee with work and may require the employee not to communicate with the employer's employees or stakeholders. The employer may also require the employee to:
 - 24.1.4.1. attend the workplace for specified periods;

24.1.4.2. undertake specified tasks; and

24.1.4.3. provide the employer with information or assistance as it considers appropriate.

24.2. **Serious misconduct**

24.2.1. Notwithstanding clause 24.1.1, if the employee engages in serious misconduct the employer may terminate the employee's employment summarily (without notice).

24.3. **Suspension**

24.3.1. If it is alleged that the employee has engaged in misconduct or serious misconduct, the employer may, following consultation, suspend the employee while a disciplinary or investigation process is conducted.

24.3.2. Suspension will usually be on full pay unless factors beyond the employer's control (for instance where there is an intervening criminal investigation, or where the employee fails or is unable to take full part in the investigation process) mean that the suspension continues for more than 4 weeks, the employer may, following consultation, suspend the employee without pay.

24.4. **Termination for medical incapacity**

24.4.1. The employer may terminate the employee's employment on notice by reason of medical incapacity if the employer considers, on reasonable grounds, that the employee is no longer able, as a result of mental or physical condition, illness, injury or impairment, to perform properly their duties and responsibilities.

24.4.2. Without limiting the above clause, the employer may terminate the employee's employment if they are unable to perform properly their duties and responsibilities:

24.4.2.1. on an ongoing, long term or permanent basis; or

24.4.2.2. due to an extended period of intermittent absences.

24.4.3. Before terminating the employee's employment for medical incapacity, the employer may request that the employee consults or is assessed by one or more registered health professionals nominated or approved by the employer, at the employer's cost, to provide advice to both the employer and the employee about the employee's health and fitness for work, and to suggest ways of managing the employee's illness, injury, impairment, or condition on returning to work. The employer may make this a condition of the employee returning to work.

24.4.4. The employer may also take into account any other relevant information the employee cares to provide, including other professional advice.

24.4.5. If the employee chooses not to consult or be assessed by a health professional as requested, or share relevant health information with the employer, the employer may make its decision based on

the information available, and draw whatever inferences are appropriate and reasonable in the circumstances.

24.5. **Redundancy**

24.5.1. The employer may terminate the employee's employment for redundancy, in which case the Redundancy clauses at clause 23.2 will apply.

24.6. **Abandonment of employment**

24.6.1. If the employee is absent from work for a period exceeding three consecutive working days without notifying the employer, the employer will be deemed to have terminated your employment without notice.

24.6.2. Before terminating the employee's employment without notice under the above clause, the employer will make every reasonable effort to contact the employee, including making phone calls and sending a letter to their last known address notifying them that this clause has been invoked.

24.6.3. This clause will not apply where the employee unavoidably could not notify the employer of their absence.

24.7. **Termination for other reasons**

24.7.1. The employer may terminate the employee's employment on notice, without notice or with reduced notice for other reasons, including (but not limited to) misconduct, poor performance, incompatibility, conflict of interest, a breakdown in trust and confidence or other reasonable cause justifying summary dismissal.

25. **Property**

25.1. **Confidentiality**

25.1.1. The employee agrees to keep the employer's and RHCNZ's confidential information private and not misuse it.

25.1.2. Except as part of the proper performance of the employee's job, the employee will not disclose any confidential information to any person unless the employer provides written permission or it is required by law.

25.1.3. Confidential information includes, but is not limited to, all of the employer's and RHCNZ's information that is not publicly available that relates to the employer's and RHCNZ's business and patients, such information about finances, trade secrets, intellectual property, related companies, employees, contractors and patients.

25.1.4. All confidential information held by the employee must be returned on termination of employment or upon request.

25.1.5. The requirement for confidentiality applies at all times while the employee works for the employer, and after the employee's employment has ended.

25.2. **Ownership of Work**

- 25.2.1. Anything the employee invents, develops, creates or makes as part of their job or in work time is the employer's intellectual property.
- 25.2.2. The employee waives all moral rights in any intellectual property and agrees to take any necessary steps to transfer ownership to the employer to ensure the intellectual property rights are vested the employer.
- 25.2.3. This intellectual property clause survives termination of the employee's employment.

25.3. **Return of property**

- 25.3.1. On termination of employment, or at the employer's request at any time, the employee must promptly return all of the employer's property that is in the employee's possession or control.
- 25.3.2. Employer property includes but is not limited to any vehicles, phones, computers, records, documents, letters, books, computer discs and memory storage cards, keys, security cards and other materials of every description (including copies).
- 25.3.3. The employee must not retain any copies, duplicates or reproductions of the employer's property, whether in physical or electronic form, unless expressly authorised by the employer.
- 25.3.4. The employee must ensure that all property is returned in good condition, subject to reasonable wear and tear.
- 25.3.5. The employer reserves the right to withhold any final payments, including holiday pay, to the extent permitted by law, until all property is returned.

26. **Professional undertakings**

- 26.1. The employee acknowledges the employer's legitimate interest in protecting its commercially sensitive information, patient information, intellectual property and commercial reputation, and ensuring so far as reasonably practicable the health and safety of its employees.
- 26.2. In order to protect the employer's legitimate business interests as set out above, the employee may only undertake secondary employment (in New Zealand or overseas and including locum work) with express agreement of the employer, which may not be unreasonably withheld, noting that:
 - 26.2.1. The employer will not agree to secondary employment where the employee would be employed by what the employer considers to be a competitor of the employer;
 - 26.2.2. The employer will only agree to secondary employment with Te Whatu Ora where the employer is satisfied that the secondary employment will not impact the employee's ability to properly and safely carry out the duties and responsibilities of their role with the employer;

- 26.2.3. The secondary employment must not otherwise conflict with or impair the employee's duties to their employer or adversely affect the employer's business interests.
- 26.3. The employee agrees to disclose to the employer any secondary employment or activities that may fall under the restrictions in clause 26.2 above. The employer reserves the right to request further information to assess the potential impact of such secondary employment or activities.
- 26.4. The employer acknowledges that any restrictions on secondary employment must be reasonable and proportionate to protect the identified interests.
- 26.5. Employees shall not enter into any other business interest, or set up in any business, which may conflict with their employment obligations to the employer without the express agreement of the employer.

27. Protection of Employer's Client Base

- 27.1. The employee acknowledges that by virtue of their employment, the employee has contact with and access to information relating to the employer's patients and business. The employee therefore agrees that during employment with the employer (whether during working hours or otherwise) and for a period of 6 months from the date of termination for any reason, the employee or any company of which they are a director or shareholder will not knowingly, either on their own account or for any other person, company or organisation:
 - 27.1.1. contact, canvas or solicit business from or deal with in any way whatsoever any person, firm or company which is or was during his/her employment with the employer, a client or customer of the employer;
 - 27.1.2. facilitate others to contact, canvas or solicit any business from or deal with in any way whatsoever any person, firm or company which is or was during his/her employment with the employer, a client or customer of the employer; or
 - 27.1.3. induce or try to induce any such person, firm or company to withdraw custom from the employer or an associate of the employer.

28. APEX Rights

28.1. APEX recognition

- 28.1.1. The employer recognises that APEX represents employees and their interests and respects the employee's right to involve APEX with any matters that arise in the course of their employment, whether that is in an advisory or a representative capacity.

28.2. Rights of APEX Delegates – For employees that are union delegates:

- 28.2.1. Delegates are entitled to reasonable paid time where they attend to union business during their ordinary working hours (including, but not limited to, attending union meetings, disciplinary hearings,

mediation, or collective bargaining). The delegate will not engage in any union business that would result in the cancellation of patient appointments.

- 28.2.2. The employer acknowledges the mutual benefit of APEX delegates taking Employment Relations Education Leave ("**EREL**") to facilitate the employees' education and training as employee representatives in the workplace. APEX delegates are entitled to take and will be paid for EREL in accordance with the Employment Relations Act 2000 and any subsequent amendments. The number of days EREL per annum currently provided for under the ERA is: 1- 5 members = 3 days; 6-50 members = 5 days; 51-280 members = 1 day for every 8 FTE or part thereof; Over 281 members = 35 days plus 5 days for every 100 FTE or part thereof that exceeds 280.

28.3. **Union Meetings**

- 28.3.1. In accordance with section 26 of the Employment Relations Act 2000, the employer will allow all union member employees to attend at least 2 union meetings (each of a maximum of 2 hours' duration) in each calendar year and this time shall count as paid work. APEX will provide at least 14 days' notice of the date, time, and location of any such meeting. The employer and APEX will work together in a timely and constructive manner to ensure the requirements of section 26 are met.

29. **General provisions**

29.1. **Continuity of service**

- 29.1.1. Service will not be broken by approved periods of leave without pay of less than 3 months.
- 29.1.2. However, approved periods of leave without pay (except parental leave) of more than one week will not count as service for the purpose of calculating redundancy compensation or annual leave.

29.2. **Severability**

- 29.2.1. In the event any clause within this MECA is viewed as unenforceable by any Authority or Court with jurisdiction to consider such clauses, the clause shall apply as modified by the Authority or the Court should they elect to do so. In any event, the remainder of this MECA shall continue to be enforceable by the parties.

29.3. **Force Majeure**

- 29.3.1. Neither party will be liable to the other for any failure to perform the party's obligations under this agreement by reason of circumstances beyond the party's reasonable control, including (but not limited to) natural disaster, health epidemic or pandemic, governmental actions or war ("**force majeure event**"). The party affected must:

- 29.3.1.1. notify the other party as soon as reasonably practicable after the force majeure event occurs, and provide information concerning the force majeure event, including an estimate of the time likely to be required to overcome it;
 - 29.3.1.2. take all reasonably practicable steps to overcome the force majeure event and minimise the loss to the other party; and
 - 29.3.1.3. continue to perform that party's obligations as far as reasonably practicable.
- 29.3.2. Without limiting this clause, the employee acknowledges that the employer will not be required to provide the employee with work or pay them, and the employee will not be required to work, where work is not available or the employee is unable to work due to a force majeure event.

29.4. **Variation**

- 29.4.1. Any variation to this MECA shall be mutually agreed between the parties and subject to ratification by APEX members. Such variation shall be in writing and signed by the parties.

29.5. **Subsequent parties**

- 29.5.1. APEX and all existing employer parties to this MECA may agree to any other employer becoming a party to this MECA. The name of each subsequent employer party will be recorded in a variation, with the date from which that employer became a party.

30. **Resolution of Employment Relationship Problems**

- 30.1. An employment relationship problem may be a personal grievance, dispute or other issue.
- 30.2. It is important that the employee make the employer aware of any employment relationship problem they may have as soon as the problem comes to the employee's attention. The first step is to raise any problem with the employee's manager, or People & Culture. The employer will work with the employee in good faith to resolve any issues and will make every effort to come to a resolution as soon as possible.
- 30.3. If the employer and the employee are unable to agree a way to resolve an issue, the employer or the employee may agree to seek external assistance from a mediator. Referring the problem to the Employment Relations Authority is also an option if necessary. More information about these dispute resolution options can be obtained through the Ministry of Business, Innovation and Employment.
- 30.4. If it is a personal grievance for reasons other than sexual harassment, the employee has 90 days from the time the problem occurred, or became known by the employee, to raise the grievance with the employer.
- 30.5. The timeframe in which to raise a personal grievance due to sexual harassment is 12 months.

Appendix A

Allowances				
On Call (Bay only)	Those rostered 'on call', (for example Theatre 5pm to 7pm) or December 25	Paid irrespective of whether required to attend on site or not as a recognition for employees having to restrict their plans due to being on call.	\$10 per hour \$20 per hour on Dec 25	Taxable
Ad hoc MRI In-Patient Call in (Bay only)	Bay MRI staff who are not rostered on 'on call' who have responded to an urgent call-in request	Paid in addition to the call out provisions outlined in the Overtime Policy. Where an MRI volunteers to respond to the request for urgent imaging of an MRI inpatient	\$100	Taxable
Short notice shift cover (Bay only)	Employees who respond to a request to work with less than 24 hours notice.	Where you work a cover shift with less than 24 hours' notice, on a day that otherwise would not have been a working day for you, a short notice shift cover allowance will be payable. If the cover is shared or only part of the shift is covered, the allowance will be prorated. Casual employees are not eligible for this allowance.	Up to \$100 per shift	Taxable
Call in MRI – in patient call (Bay only)	Those rostered 'on-call' for theatre; and MRI staff who are not rostered on 'on call' who have responded to an urgent call-in request.	Paid in addition to the on-call allowance when called in. Even if you are not rostered on call, you will receive the relevant on-call amount.	T2 for a minimum of 2 hours or 3 hours for an MRI in-patient call in. See clause 14.3 for details	Taxable
On Call (Pacific & Auckland only)	Those rostered 'on-call'	Paid irrespective of whether required to attend on site or not as a recognition for employees having to	\$8 per hour and \$10 per hour on a Public Holiday.	Taxable

		restrict their plans due to being on call.		
Second on call MRT (Pacific Canterbury only)	Those MRTs who are 'second on-call'	Imaging staff may be required to be on call to assist the first on call staff member, should the urgency, work volume, or theatre requirements mean a second MRT may need to be called in to work to ensure that the imaging is completed in a timely manner. Staff are paid the full on-call allowance if the second on call requirement is beyond 12 hours.	\$50 if hours as second on-call is 6 hours or less. \$80 if the second on-call requirement is 6- 12 hours.	Taxable
MRI late shift (Pacific only)	MRI Techs that work on a weekday shift that is scheduled to finish after 8pm (generally 9.30pm).	Paid to MRI Technicians who work a shift rostered to finish later than 8pm. Notes: <ul style="list-style-type: none"> Ordinary time is paid at the same time as this allowance. No overtime or other allowances are payable at the same time as this allowance.	\$150 per late shift for Imaging Assistants and Trainee MRI Techs. \$250 per late shift for MRI Techs. \$350 per late shift for Senior MRI Techs and above.	Taxable
Late shift (non-MRI) (Pacific only)	Work on a weekday shift that is scheduled to finish after 8pm (generally 9.30pm).	Paid to clinical or non-clinical staff who work a shift rostered to finish later than 8pm. Notes: <ul style="list-style-type: none"> Ordinary time is paid at the same time as this allowance. No overtime or other allowances are payable at the same time as this allowance.	\$70 per late shift	Taxable

Call In CT & X-ray (Pacific & Auckland only)	Those either rostered 'on-call' or who have responded to a call-in request.	Paid in addition to the on-call allowance when called in. Even if you are not rostered on call, you will receive the relevant on-call amount.	T1.5 for a minimum of two hours.	Taxable
Call in MRI & Ultrasound (Pacific & Auckland only)	High Tech Clinical staff who respond to a call-in request and are required to attend on site	This allowance incorporates the hourly rate – therefore no additional time can be claimed. Time is for onsite services only (not travel time). Mileage may also be claimed to and from home. This allowance is stand-alone and employees claiming this are not also eligible for the on-call allowance	\$375 per call in.	Taxable
Late shift (applies to ARG only)	Work on a weekday/weekend shift for hours rostered after 7pm	Additional allowance paid to clinical or non-clinical staff for hours rostered after 7pm. <i>Notes:</i> <ul style="list-style-type: none"> • Ordinary time is paid at the same time as this allowance. • No overtime is payable at the same time as this allowance. 	\$15 per hour	Taxable

Appendix B – Grandparented Clauses

Redundancy compensation

1. Clause 2 below continues to apply only to employees that were employed by Pacific Radiology or Bay Radiology prior to 1 April 2025 and were covered by the:
 - a. APEX and Pacific Radiology Group Medical Imaging Technologists Collective Agreement 1 April 2023 – 31 March 2025; and
 - b. APEX and Bay Radiology Limited Medical Imaging Technologists Collective Agreement 12 April 2023 – 11 March 2025.
2. If the employee's employment is terminated for redundancy, the employer will provide the employee with a minimum payment equal to 4 weeks' normal (base) pay and an additional one weeks' pay for every complete year of service up to a maximum of 12 years. A complete year of service falls on an employee's anniversary of employment. No further redundancy entitlements will be payable by way of damages or compensation.

Long Service Leave

3. Clause 4 below continues to apply only to employees that were employed by Bay Radiology prior to 1 April 2025 and were covered by the APEX and Bay Radiology Limited Medical Imaging Technologists Collective Agreement 12 April 2023 – 11 March 2025.
4. In recognition of long service, employees who reach 10 years of current accumulated service with the employer shall receive a one off 'two week' period of paid leave.
5. For the avoidance of doubt, clause 2 and 4 above do not apply to employees not covered by the applicable collective agreements, for example new APEX members as at 1 April 2025, or APEX members prior to 1 April 2025 but who would only come within coverage of this MECA.

CT Technologist

		Training and Development		Competent and Experienced		Highly Experienced	Exceptional
Role	Definition of point in career	Step 1	Step 2	Step 3	Step 4	Step 5	Extension Zone
CT Technologist	To provide patient focussed, efficient and high-quality CT imaging.	<p>Fully Supervised.</p> <p>MRT Currently undertaking CT Training.</p> <p>Working toward basic independent scanning.</p> <p>Can use RIS/PACS independently.</p> <p>*Eligible for 6-month review.</p>	<p>Supervision still occasionally required.</p> <p>Recently completed CT training - requires some supervision/support</p> <p>Competent in routine imaging.</p> <p>Can work independently in the scan room, positioning/cannulating and consenting patients.</p>	<p>CT Tech that works Independently.</p> <p>Basic proficiency within the role as a CT Tech - competent in routine imaging.</p> <p>Can identify faults and report them to Senior techs.</p> <p>Good knowledge of PACS and RIS system.</p>	<p>Demonstrates a good level of proficiency in the CT tech role.</p> <p>Is confident in all imaging protocols.</p> <p>Training or trained and actively participating in a specific area to support the team, PET/CT trained.</p>	<p>Demonstrates initiative within the role.</p> <p>Provides oversight to staff and day to day running of the branch.</p> <p>Good knowledge of PACS and RIS system and supporting the training of others.</p> <p>Technically skilled, can work independently, can modify protocols depending on scan requirements.</p>	<p>Achieves criteria for Step 5 before consideration to the extension zone.</p> <p>Has a specialised technical proficiency and/or skill set, that is regularly utilised.</p> <p>Provides CPD and training to other staff.</p> <p>May perform 2IC role in isolated/small branches when required.</p> <p>Provides mentoring to students and junior staff.</p>

		Training and Development		Competent and Experienced		Highly Experienced	Exceptional
Role	Definition of point in career	Step 1	Step 2	Step 3	Step 4	Step 5	Extension Zone
Senior CT Technologist Appointed Role	<p>Experienced Senior CT Technologist; skilled and competent in all core imaging.</p> <p>Responsible for assisting the Lead/Charge to provide a high-quality service with a focus on efficiency and quality; has responsibility of a specific area to assist the Charge in running of dept.</p>		<p>Experienced CT Tech in all scans, protocols, protocolling training Developing into a senior role with some training required.</p> <p>Developing into a senior role with some training required.</p> <p>Demonstrates some critical thinking and problem-solving ability.</p> <p><i>*Eligible for 6-month review to Step 3.</i></p>	<p>Provides staff training and orientation to new staff. Mentor staff in departmental processes.</p> <p>Competently and regularly inputs into a CT service at a site assist Lead with running of the department.</p> <p>Documents issues and escalates to appropriate person.</p> <p>Regularly employs critical thinking to solve clinical problems.</p>	<p>Supports staff training with a required portfolio or departmental area of responsibility.</p> <p>Uses critical thinking and problem-solving techniques to resolve clinical issues.</p> <p>Undertakes training in specialised area.</p>	<p>Achieved an appointed role or specific competency or portfolio to full a specific position of responsibility, such as Lead Research.</p> <p>Can delegate tasks in their area of responsibility in consultation with Charge CT Tech.</p> <p>Assists the Lead to resolve clinical and/or technical issues impacting the service.</p>	<p>Achieves criteria for Step 5 before consideration to the extension zone.</p> <p>Regularly takes on projects for the Charge CT Tech or Company. Appointed Technical expert.</p> <p>Makes Protocols for advanced practice in the modality. Takes on more than 1 area of advanced practice (within OR across modalities.)</p> <p>Fulfils the role of 2IC/deputy charge/or charge on a regular basis.</p>
CT Service Lead Appointed Role	<p>CT Service Lead is a vital role in managing the operations of the CT Service (no direct people reports)</p>		<p>Still developing in lead role, some support required from Regional Operations or Branch Managers.</p>	<p>Leads department independently.</p> <p>May have support with leadership aspect of role.</p>	<p>Experienced Service Lead - Responsible for 1 scanner.</p>	<p>Experienced Service Lead - Responsible for 2+ scanners.</p>	<p><i>Achieves criteria for Step 5 before consideration to extension zones.</i></p> <p>Regularly takes on company projects and/or is involved in Modality developments. Is trained and competent</p>

Role	Definition of point in career	Training and Development		Competent and Experienced		Highly Experienced	Exceptional
		Step 1	Step 2	Step 3	Step 4	Step 5	Extension Zone
							in a highly specialised area.
Deputy Charge CT Lead Coordinator Appointed Role	Support role direct to CT Charge.		Limited leadership experience with some training required Able to support Charge while still developing. (Small team less than 10 staff.)	Experienced Deputy Charge, able to provide oversight to senior staff competently. (Small team less than 10 staff approx..)	Experienced Deputy Charge, able to effectively lead senior staff. (Team of 11+ staff approx.)	Experienced Deputy Charge, able to expertly lead senior staff. (Large team of 11-20 staff approx..)	<i>Achieves criteria for Step 5 before consideration to extension zones.</i> Regularly takes on regional or company projects. Develops protocols for advanced practice in the modality.

Imaging Assistant

Role	Definition of point in career	Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
		Step 1	Step 2	Step 3	Step 4	Step 5	Extension Zone
Clinic Support	A valued support in the branches caring for patients before their scan.			<p>New to the business and role, requires full training and familiarisation with PRG policies and company procedures.</p> <p>Understands basic guidelines related to patient pre-imaging checks.</p> <p>Ensures safe patient transit through the department.</p> <p>*Eligible for 6-month review.</p>	<p>Completed training and fulfils duties of clinical support.</p> <p>Provides patient support, undertake pre-checks, and supports reception with basic duties, and undertakes Branch housekeeping.</p> <p>Requires occasional assistance and direction from senior staff.</p>	<p>Experienced clinic support able to complete all aspects of the role as defined.</p> <p>Works independently, undertakes all duties unsupervised.</p> <p>Able to train new clinic support.</p> <p>May provide basic support to reception staff.</p>	<p>Meets the criteria for Step 5 before consideration to the Extension Zone.</p> <p>Consistently fulfils additional duties such as colon preps and general administration tasks under supervision of office supervisor and at the request of senior staff.</p>

Role	Definition of point in career	Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
		Step 1	Step 2	Step 3	Step 4	Step 5	Extension Zone
<p>Imaging Assistant/ Healthcare Assistant</p> <p>Specific role tasks may vary dependent on modality or Branch.</p>		<p>New to business and role - Requires full training.</p> <p>*Eligible to move to step 2 after training is complete.</p>	<p>Most training completed may require support/ supervision.</p> <p>Performs all aspects of role including administration duties, invoicing in Comrad, and assigning in Inteleviewer.</p> <p>Able to consent patients, provides patient care and support to Radiologists in routine procedures.</p> <p>Replenishes stock and ensures room/ equipment is ready for use.</p> <p>Eligible for 6-month review.</p>	<p>All training completed and working independently in Imaging Assistant role in the Branch or Modality.</p> <p>Can operate basic functions of the imaging equipment (Usually ultrasound).</p> <p>Aids Radiologist in routine interventional procedures.</p>	<p>Experienced Imaging Assistant.</p> <p>Ensures efficient running of lists.</p> <p>Assist with full list of injections.</p> <p>Able to work in multiple locations/machines.</p> <p>Able to care for patients during minor procedural reactions (Vasovagal reactions).</p> <p>Able to complete general administration tasks to support Line Manager/ Branch Manager.</p>	<p>Proficient in using Comrad to code patients and assign examinations in inteleviewer.</p> <p>Fully proficient in all systems.</p> <p>Able to work across multiple sites.</p> <p>Has technical skills or experience (i.e., phlebotomy) that are valuable to the Branch operation.</p> <p>Able to train new staff.</p> <p>Actively participates in projects and /or process improvements.</p>	<p>Meets the criteria of Step 5 before consideration to the Extension Zone.</p> <p>Highly experienced imaging assistant who trains and supports new imaging assistants.</p> <p>Confidently protocols examinations.</p> <p>Assists in implementation of new initiatives.</p> <p>Helps to maintain documentation.</p> <p>Helps to organise meetings/education for the group.</p>

Mammography

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

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

Role	Definition of point in career	Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
		Step 1	Step 2	Step 3	Step 4	Step 5	Extension Zone
<p>Senior Mammographer</p> <p>Appointed Role</p>	<p>Experienced Mammographer.</p> <p>Skilled and competent in all Mammography imaging and QA/QC.</p> <p>Extensive proven experience in Mammography and holds Post Grad Qualification in Mammography.</p>			<p>Competently and regularly inputs into a mammography service at a site.</p> <p>Supports senior staff with their workload.</p> <p>Delegates tasks that help with the running of the department such as Image quality, Health and safety rep, stock control.</p> <p>Provides training /support to staff.</p> <p>Clinical Supervisor-active registration with Post Grad Provider. (May not have any active students).</p> <p>Solves basic clinical problems e.g., equipment faults Documents issues appropriately and</p>	<p>Taking on additional (not full) responsibility, including QC/QA, Clinical Supervision.</p> <p>Actively supporting the staff that oversee a required area of responsibility in a department. They do this by taking on additional tasks asked of them.</p> <p>In a training center- a Clinical Supervisor, registered with Post Grad Provider, that is actively supervising multiple students.</p> <p>Mentor staff in departmental processes.</p>	<p>Achieved an appointed role to full a position of responsibility, such as QC/QA, regional Clinical Supervisors/Educators.</p> <p>Can delegate tasks aiding area of responsibility such as monthly testing of machines, data collection for Audit purposes or training/orientating a new Mammographer.</p> <p>Has the authority to make clinical decisions that affect a site or staff- (e.g., machine needs servicing.</p>	<p>Achieves criteria for Step 5 before consideration to Extension Zone.</p> <p>Undertakes projects for the Charge MRT and/or company.</p> <p>Provides a wider contribution to the business and local area, e.g., services to tertiary Education providers.</p> <p>Achieved post grad qualification in an area relevant to mammography and recognised by the MRTB CPD criteria.</p>

Role	Definition of point in career	Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
		Step 1	Step 2	Step 3	Step 4	Step 5	Extension Zone
				<p>escalates to appropriate person.</p> <p>Provides adaptive advice to clinical staff and clinical bookings to admin team.</p>			
<p>Senior (BSA) Mammographer</p> <p>Advanced Practice</p> <p>Appointed Role</p>	<p>Appointed role that carries out Interventional advanced Practice.</p> <p>Selected by Radiologist to advance Practice.</p>		<p>Appointed to a Training role.</p> <p>Independent practice that is still supervised in way of logbook or regular supervisor meetings.</p> <p>Review competence between 6months and 1 yr. after training starts.</p>		<p>Advanced Practitioner that has been appointed to Teach and supervises new trainees.</p> <p>If no new Trainees- maintains competency of the Advance practice Mammographers with CPD opportunities and clinical support.</p>	<p>Appointed Technical expert.</p> <p>Makes Protocols for advanced practice in the modality.</p> <p>Is involved in research.</p>	<p>Achieves criteria for Step 5 before consideration to Extension Zone.</p> <p>Takes on more than 1 area of advanced Practice (within OR across modalities).</p>

Role	Definition of point in career	Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
		Step 1	Step 2	Step 3	Step 4	Step 5	Extension Zone
<p>Mammography Service Team Lead OR</p> <p>Deputy Charge Mammographer of region</p> <p>Appointed Role</p>	<p>Experienced MIT Appointed role.</p> <p>Assists Charge MRT - Rostering, processes and procedures, quality assurance and quality control.</p> <p>Leading staff and assisting Lead Mammographer in running of a department.</p>			<p>Experienced Mammographer who is leading staff and supporting the Charge/Lead Mammographer.</p> <p>Advises modality lead on operational issues- such as machine faults or scheduling issues.</p> <p>Assists Charge/Lead Mammographer in running of department.</p> <p>Able to manage staff issues in the absence of the Charge Mammographer or if delegated by the Charge/Lead to do so.</p>	<p>Competent Mammographer with experience in Leading Staff.</p> <p>Experienced team leader competently leads staff at a site that does not offer all diagnostic/ interventional procedures.</p> <p>Able to oversee multiple areas within department. (e.g. QA/QC/Clinical supervision).</p>	<p>Proficient Mammographer competent in Leading staff.</p> <p>Experienced deputy team leader (BSA site Change) that can competently lead staff in a department that offers a full range of diagnostic and/or assessment procedures.</p>	<p>Achieves criteria for Step 5 before consideration to Extension Zone.</p> <p>Regularly undertakes projects and/or participates in initiatives that enhance the service delivery, quality and or performance of the branch.</p>

MRI

Role	Definition of point in career	Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
		Step 1	Step 2	Step 3	Step 4	Step 5	Extension Zone
Trainee MRI Technologist	Qualified MRT/MIT now becomes a Student MRI Tech Complete studies Completes MRI scanning with supervision.			Qualified MRT/MIT commencing MRI study.	Qualified MRT/MIT, must have attempted 8 LEP's and passed 5 (UoA) and 4 academic modules completed, able to work as number 2 under indirect supervision with a qualified tech.	Qualified MRT/MIT, must have attempted 10 LEP's and passed 6 papers, confident in basic scans, able to work unsupervised with routine clinical work.	Meets criteria for Step 5 before consideration to Extension Zone. Actively participates within another scope of practise within the Branch or Region.
MRI Technologist	The MRI Technologist is responsible for always providing a high-quality MRI service. MRI Technologists provide a welcoming, accurate and responsive imaging service.	Recent MRI graduate in first year as an MRI Tech. *Eligible for review to step 2 within 6 months	Recent MRI graduate in second year as an MRI Tech, competent in protocolling routine work. *Eligible for review to Step 3 in 6 months.	Competent with sequence modification for general regional imaging and different field strengths (if available) and IV canulation. Requires assistance for complex regional imaging, manages own worklist with minimal assistance. Competently completes safety assessments on	Independently and efficiently scanning most regional examinations, confident in assessment of static implants. Experienced and competent in a range of post processing. Effective management of daily worklist. Proactively supports and assists training of new staff/trainees.	Expert MRI technologist confident in advanced regional examinations. Completes complex safety checks, adapting techniques for active implants. Experienced in advanced imaging where available (e.g., cardiac, advanced neuro, breast biopsies). Able to complete all post processing.	Meets criteria for Step 5 before consideration to Extension Zone. Expert at adjusting parameters for safety scanning e.g., pacemakers. Actively participates in dual scope. Expert post processing for advanced techniques and actively teaching and mentoring junior staff.

Role	Definition of point in career	Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
		Step 1	Step 2	Step 3	Step 4	Step 5	Extension Zone
				static implants with minimal assistance.		Covers site supervisor absence where required. Demonstrated excellence in patient care especially with respect to high needs patients.	Demonstrates advanced critical thinking and problem solving to resolve clinical or technical issues.
<p>Senior MRI Technologist</p> <p>Appointed position</p> <p>(For the Competent and Experienced zone, staff need to meet more than 1 of the listed criteria regarding scope of role – team</p>	<p>Experienced Senior MRI Tech; skilled and competent in all core imaging.</p> <p>Responsible for assisting the Lead/Charge to provide a high-quality service with a focus on efficiency and quality; has responsibility of a specific area to assist the Charge</p>		<p>Experienced MRI Tech in all scans, protocols.</p> <p>Developing into a senior role with some training required.</p> <p>Demonstrates critical thinking and problem-solving ability.</p> <p>Demonstrated ability to train and mentor others.</p>	<p>Has an expert and confident skillset for advanced regional imaging and complex safety assessment within the region.</p> <p>This technologist also has an additional role/responsibility that contributes to the efficient branch/regional service (designated job position).</p>	<p>Experienced and confident skillset for advanced regional imaging and complex safety assessment within the region.</p> <p>Has an additional role or responsibility that <i>enables</i> the efficient running of a branch or regional service.</p>	<p>Highly experienced expert and confident skillset for advanced regional imaging and complex safety assessment. Expert protocoling referrals.</p> <p>Holds additional role and/or set of responsibilities aligned to branch and/or regional service delivery.</p> <p>Recognised Team Leader providing cover</p>	<p>Meets criteria for Step 5 before consideration to Extension Zone.</p> <p>Significant contribution within additional scope of practice.</p> <p>Regularly contributes to projects and initiatives that enhance the modality or Branch performance/ or</p>

Role	Definition of point in career	Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
		Step 1	Step 2	Step 3	Step 4	Step 5	Extension Zone
size, machine responsibility etc.)	in running of dept.		*Eligible for 6-month review to Step 3.	Competent to cover for deputy charge periodically. Provides support with student and junior staff training. Competent protocoling referrals. Recognised team leader.	Confident cover for Deputy Charge periodically. Actively provides additional support with student and junior staff training. Confident protocoling referrals. Recognised team leader.	for Deputy Charge when required. Actively provides additional support with students through to senior staff training.	holds an additional specialist role or responsibilities for the region.
Deputy Charge MRI Technologist Appointed position	Stepping into leadership role (Prior leadership exp not essential).		New to people management role. Requires some professional development. Review 12 months.	Experienced Deputy Charge, able to provide oversight to senior staff. Demonstrated leadership ability. Competent to step in for MRI Charge.	Competent deputy charge, able to effectively lead senior staff. Confident to step in for MRI Charge. Actively supervises staff and supports the Charge in the efficient running of the branch/service.	Competent and experienced Deputy Charge, able to expertly lead senior staff. Backfills Charge role as required. Mentors and supports senior MRI's. Supports the Charge, resolving issues and troubleshooting. Participates in projects.	Meets criteria for Step 5 before consideration to Extension Zone. Proven expertise in imaging outside of regional capabilities. Significant contribution within additional scope of practice. Regularly contributes to

Role	Definition of point in career	Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
		Step 1	Step 2	Step 3	Step 4	Step 5	Extension Zone
							Regional projects and initiatives.

MRT

Role	Definition of point in career	Training and Development		Competent and Experienced		Highly Experienced	Exceptional
		Step 1	Step 2	Step 3	Step 4	Step 5	Extension
DEXA Technologist	DEXA Tech in training or independent DEXA Tech.		In training to become a DEXA tech. *Eligible to move to step 3 at completion of training.	Completed DEXA training. Able to do QA, understand & interpret it with minimal assistance. Is enrolled in DEXA course. Able to provide service with minimal support.	Independent DEXA tech. Able to manage the service without support, manages machine faults and provides excellent patient care. Completed DEXA training course.	Able to provide support/training for new staff.	Meets the criteria of Step 5 before consideration of the Extension Zone. Problem solving with QA. Regularly acting in 2IC role to lead DEXA as approved by RM.

Role	Definition of point in career	Training and Development		Competent and Experienced		Highly Experienced	Exceptional
		Step 1	Step 2	Step 3	Step 4	Step 5	Extension
Lead DEXA Appointed Role	Experience DEXA Tech who has moved to lead role.		New to lead role. Able to provide support/training for new staff. Requires support and some training in leadership.	Independent DEXA lead. Able to manage own workload and those of others. Able to support and train new DEXA Staff. Ensures QA is completed correctly and actioned if required. Manages manuals and resources.	Independent and proficient DEXA lead. Is a mentor and coach to more junior/less experienced DEXA techs. Ensures QA and machine maintenance is completed correctly and is actioned if incorrect. Undertaking audits, providing CPD activities.	Experienced and proficient DEXA lead. Able to support management projects and tasks. Ensure audits are completed. Manages protocols for machines and staff. Supports new technology and process improvements ensuring staff are trained and competent.	Meets the requirements of Step 5 before consideration of the Extension Zone. Consistently undertakes additional leadership or managerial functions beyond the core requirements of the job.
MRT/MIT	Qualified MRT/MIT. Can work independently. Can perform all general imaging requirements.	Graduate MRT/MIT. Starting independently imaging - requires significant supervision/support. *Eligible for 6-month step review.	Newly qualified MRT/MIT. Starting independently imaging - requires some supervision/support. *Eligible for 6-month step review.	Demonstrates proficiency within role as MRT/MIT. Competent in all routine imaging. Manages own workflow plus can assist/mentor new staff. Documents and escalates issues to line manager/Senior	Proficiency within role as MRT/MIT. Experienced in all imaging protocols, systems, and processes. Trained/training and able to work independently across other modalities and/or specialised skill set such as 3D	MRT/MIT who demonstrates a high level of proficiency and initiative within role as MRT/MIT. Expert who works independently in other modalities and/or specialised skill set such as 3D imaging or high end Fluoro (Angio or Interventional).	Meets the requirements of Step 5 before consideration of the Extension Zone. Consistently undertakes additional leadership or managerial functions beyond the core requirements of the job, as approved by the RM.

Role	Definition of point in career	Training and Development		Competent and Experienced		Highly Experienced	Exceptional
		Step 1	Step 2	Step 3	Step 4	Step 5	Extension
				MRT/MIT. Performs QA.	imaging or high end Fluoro (Angio or Interventional). Ability to run a high throughput branch x-ray service independently.	Resolves general issues, documents, and escalates to line manager/senior MRT/MIT. Advanced knowledge of RIS & PACS systems and supports staff with systems training. Supports staff with QA issues.	
Senior MRT/MIT Appointed Role	Experienced Senior MRT; skilled and competent in all core imaging. Responsible for assisting the Lead/Charge to provide a high-quality service with a focus on efficiency and quality; has responsibility of a specific area to assist the Charge in		Commencing in a senior role with some training/ support required. Demonstrates high level of proficiency within role as MRT/MIT, with the ability to offer problem solutions through critical thinking; can include equipment related & / or resource related issues.	Proficient Senior MRT. Provides staff training and orientation for new staff but may still require guidance. Starting to mentor staff. Is the active support person for these roles. MRT/MIT who may also be proficient in other specialised areas e.g. DEXA.	Involved with mentoring both junior and new staff. Maybe appointed clinical assessor as deemed by the student course providers and have documented evidence. Takes responsibility for contacting services engineers if the Xray equipment is completely non-functional.	Proficient Senior MRT/MIT. Super Users for some machines within company. Is a mentor for staff. Takes on more than 1 portfolio for the company/management Is appointed clinical tutor as deemed by the student course providers and have documented evidence. Clinical tutor of more than 6 student MIT.	Meets the requirements of Step 5 before consideration of the Extension Zone. Supervisor for internationally trained MRT/MIT for the MRTB. (Applies for only the time of supervision.) Act as team leader role for specific modality such as DEXA to ensure IANZ accreditation and compliance.

Role	Definition of point in career	Training and Development		Competent and Experienced		Highly Experienced	Exceptional
		Step 1	Step 2	Step 3	Step 4	Step 5	Extension
	running of dept.				Takes on 1 portfolio for the company.		Takes on projects for charge MRT or company.
Deputy Charge MRT MRT Coordinator (ARG) Appointed Role	Supports Charge MRT and covers their position where needed.		Limited leadership experience with some training required.	Deputy charge, able to provide oversight to senior staff. Nurtures/mentors staff and supports staff with day-to-day issues/ensures running of branches/sites are efficient.	Experienced Deputy Charge, able to effectively lead senior staff. Support the Branch Charge or manager with people related matters within the team. Mentoring other leads of areas and/or role supervisors to build future leaders.	Deputy Charge. Assists Charge MIT +/- Tutor MIT to set orientation, training and competencies for new and junior MITs. Provides training opportunities for all staff. Actively maintains Manuals and Protocols. Provides advice on new procedures and machinery. Provides feedback for staff and Team Leader regarding Service.	Achieves minimum criteria for Step 5 before consideration for the Extension Zone. Regularly undertakes projects and/or initiatives that improve service deliver or the modality performance.

Role	Definition of point in career	Training and Development		Competent and Experienced		Highly Experienced	Exceptional
		Step 1	Step 2	Step 3	Step 4	Step 5	Extension
					Supports Charge with QA, research, and training.	Provide suggestions / recommendations on service planning, orientation schedules and innovative business proposals / suggestions. Providing back up to charge MIT on all roles e.g timesheets, rosters, leave, sick calls etc	

Nuclear Medicine

Role	Definition of point in career	Training and Development		Competent and Experienced		Highly Experienced	Exceptional
		Step 1	Step 2	Step 3	Step 4	Step 5	Extension Zone
Trainee Nuclear Medicine Tech	Qualify for post graduate nuclear medicine pathway course delivered by MRTB approved tertiary provider.	Secure training position from nuclear medicine facility to facilitate required clinical hours.	Additional training roster to include PET/CT within company.	Early in training and new to company, fully supervised.	Undertaken some training, fully supervised.	In final stages of training, able to carry out some imaging independently.	

Role	Definition of point in career	Training and Development		Competent and Experienced		Highly Experienced	Exceptional
		Step 1	Step 2	Step 3	Step 4	Step 5	Extension Zone
Nuclear Medicine Tech	Qualified NMT The Nuclear Medicine Technologist (NMT) provides high quality diagnostic Positron Emission Tomography (PET).	Newly qualified NMT that requires significant training in range of diagnostic PET procedures. *If followed Nuc Medicine pathway will commence PET training in house.	Developing NMT that requires some training in range of diagnostic PET procedures including IV cannulation.	Experienced NMT that can work independently across most procedures.	Experienced NMT that can work effectively and independently across most procedures. Taking on additional responsibilities within Nuclear Medicine.	Fully trained and competent NMT who can expertly perform the full range of PET procedures.	Achieves criteria for Step 5 before consideration to the extension zone.
Senior Nuclear Medicine Tech Appointed Role	Senior NMT- dual scope The Senior Nuclear Medicine Technologist is responsible for assisting the charge in providing a high-quality service with a focus on efficiency and quality.	Dual scope NM Tech qualified to perform diagnostic CT.	Dual scope NM/CT Tech taking on additional roles. Demonstrates critical thinking and problem-solving ability to contribute to the service	Dual scope NM/CT Tech performing one additional role such as: Advanced QA, Research facilitator, advanced PET brain analysis, USIVC, staff trainer/supervisor, additional relevant post grad study, health and safety rep, protocolling, dose survey**.	Experienced dual scope NM/CT that can work effectively across the dual scope. Tech performing additional roles as required by the Charge/Lead.	Experienced dual scope NM/CT that can work expertly across the dual scope. Tech performing additional roles as required by the Charge/Lead.	Achieves criteria for Step 5 before consideration to the extension zone.

Sonography

Role	Definition of point in career	Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
		Step 1	Step 2	Step 3	Step 4	Step 5	Extension Zone
Trainee Sonographer	Meets the requirement to be enrolled in post graduate Sonography course by tertiary provider and MRTB.			Trainee sonographer starting clinical supervision (Beginning of training).	Papers completed for current level of training, exams passed, Scanning some examinations with minimal supervision.	Final year of study (enrolled for final clinical paper) - able to perform some scans independently.	
Sonographer	Qualified Sonographer who provides high quality diagnostic ultrasound scanning.	<p>New graduate requires extensive support.</p> <p>Post grad in breast screen Ultrasound or limited scope of practice restricted to one body part.</p>	<p>Recent graduate with some support required May commence training in other disciplines if approved.</p> <p>OR</p> <p>Overseas trained grad requiring supervision for MRTB registration.</p> <p>eligible to step 3 within 6 months if they meet step 3 criteria.</p>	<p>Sonographer able to work independently across most scan types at a fully competent level inc. Ob, General, Small parts, and Vascular.</p> <p>Works efficiently to minimise wait times.</p> <p>May commence training in areas of specialisation Able to assist with student development.</p>	<p>Sonographer able to work independently and is proficient across most scan types see Step 3.</p> <p>Efficiently manages individual worklist.</p> <p>May have commenced development in specialisation of a particular area. Or deemed competent in basic specialised areas e.g., MSK, Vascular.</p> <p>Able to assist students.</p>	<p>Sonographer able to scan proficiently across most scan types and with a high level of expertise across multiple areas.</p> <p>Trained and competent in areas i.e., advanced vascular or MSK.</p> <p>Provides clinical supervision to students if required.</p> <p>Mentoring students and junior staff.</p>	<p>Achieves criteria for Step 5 before consideration to Extension Zone.</p> <p>Regularly leads or significantly contributes to projects that enhance the modality or Branch performance and/or holds an additional specialist role or set of responsibilities.</p>

Role	Definition of point in career	Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
		Step 1	Step 2	Step 3	Step 4	Step 5	Extension Zone
Senior Sonographer Appointed Position	<p>Experienced Senior Sonographer; skilled and competent in all core imaging.</p> <p>Responsible for assisting the Lead/Charge to provide a high-quality service with a focus on efficiency and quality; has responsibility of a specific area to assist the Charge in running of dept.</p>		<p>Developing into a senior role. Learning new responsibilities and some training required.</p> <p>Demonstrates critical thinking and problem-solving ability to contribute to the service.</p> <p>*Eligible to review to Step 3 within 6 months.</p>	<p>Experienced Sonographer with a high level of expertise in at least one core area.</p> <p>May require some support from Deputy Charge/Charge. May be developing in areas i.e advanced vascular or MSK.</p> <p>Able to provide clinical supervision to students and provide support to other staff in allocated area of expertise.</p>	<p>Senior Sonographer able to scan proficiently across most scan types and with a high level of expertise in at least one area.</p> <p>Developing in areas i.e., advanced vascular or MSK.</p> <p>Able to provide supervision to students and/or provide clinical training to other staff.</p> <p>Able to support charge with protocols etc.</p>	<p>Senior Sonographer able to perform at a high level across most scan types and has at least one area of expertise.</p> <p>Provides supervision to students and/or provides clinical training to other staff.</p> <p>Supports Charge with protocols or regional requirements etc. Takes a lead where required, regularly contributes to projects and company initiatives.</p>	<p>Achieves criteria for Step 5 before consideration to Extension Zone.</p> <p>Regularly assists Deputy/Charge.</p> <p>Contributing to projects, research, presentations, and publications.</p> <p>Head of training and education.</p>
Deputy Charge Sonographer Appointed Position	<p>Highly experienced Sonographer stepping into leadership role (Prior leadership experience not essential).</p>	Limited leadership experience - significant training required.	Limited leadership experience with some training required.	Experienced Deputy Charge, able to provide oversight to senior staff.	<p>Experienced Deputy Charge, able to effectively lead senior staff.</p> <p>Actively supports and assists Charge with projects and initiatives.</p>	Experienced Deputy Charge, able to expertly lead senior staff and cover the role of Charge when required.	Achieves criteria for Step 5 before consideration to Extension Zone.

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.).
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- 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.
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