



**CENTRAL OTAGO  
HEALTH SERVICES  
LIMITED**

# **MEDICAL IMAGING TECHNOLOGISTS**

**COLLECTIVE AGREEMENT  
1 JULY 2025 – 30 SEPTEMBER 2026**

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

- Hours of Work
- Salaries
- Rosters
- Annual Leave
- Public Holidays
- Sick Leave
- Bereavement Leave
- Parental Leave
- Health & Safety
- All Aspects of Your Working Life

**Contact your delegate or APEX**

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## **MEDICAL IMAGING TECHNOLOGISTS COLLECTIVE AGREEMENT**

1 July 2025 to 30 September 2026

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## **CENTRAL OTAGO HEALTH SERVICES LTD (COHSL)**

### **MEDICAL IMAGING TECHNOLOGISTS COLLECTIVE AGREEMENT**

#### **Introduction**

1. The parties are committed to the following desired future states:

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

2. The parties agree to develop and support local and national engagement and commit to:

- a. Proactive communication that is honest, open and productive at all levels;
- b. Respect at all levels for the roles of the parties, including the employee's rights to have and seek assistance and support;
- c. The creation and/or utilization of local engagement opportunities so that both parties can speak freely (safely and without fear of

consequences), within an environment of honesty and respect;

- d. Issues raised are addressed and not deferred, acknowledging that the party raising the issue may not always achieve the resolution outcome they seek and will be free to pursue a solution beyond local engagement;
- e. Local guidelines for local engagement (behaviours, safety nets, agendas) are implemented including;
  - Recognition of APEX as representing MITs, and respect for the MIT's right to involve APEX;
  - Acknowledgement that APEX delegates are able to provide a collective MRT view;
  - That APEX delegates will need time to attend to their representative responsibilities and provision made for back filling of duties as and when required to enable this to occur; With prior approval from management; Approval shall not be unreasonably withheld.
  - The Employer will facilitate APEX's role to train and support its delegates and members;
  - Acknowledge that APEX delegates from other Employers in which engagement is occurring may be involved as a result of their additional skills and knowledge. The Employer shall use best endeavours to facilitate regional and national release of delegates to assist in this regard.
  - Agreement over any agenda and minutes compilation, distribution and timetabling to be incorporated as felt necessary
3. The parties want rosters that provide quality care to patients and meet the mix of requirements that enable the well-being of staff and an efficient system, including:
  - a. Patients receive timely, accessible and accurate MRT interventions delivered by people with appropriate skills;
  - b. Staff are able to achieve a healthy and safe work/life balance that reflects predictable rest and recovery away from the workplace;
  - c. Systems are built and maintained that are efficient in terms of capital investment and reduce system waste.
4. The parties want to be able to meet current and future demand for services that entails a robust forecasting methodology and variance plan, integrated with what is happening elsewhere in the organisation, where demand and the supply of resources is matched.
  - a. Processes are developed and implemented to assist with the forecasting of changing demand and potential resource impacts, and



improved organisation-wide awareness of priorities;

- b. Flexibility, including effective teamwork to maximize the use of physical resources and the deployment of staff, including effective regional coordination of service delivery;
- c. Processes to measure and reduce waste of resources.

## ***PART ONE - APPLICATION OF COLLECTIVE AGREEMENT***

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

### **1.0 PARTIES**

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

Medical Imaging Technologists (including Grade, Staff, Professional Technical Advisors, Sonographers or Student/Trainee sonographers, and any employee substantially employed as one of the above but who may from time to time use different titles.

- 1.2 If any other relevant radiography roles/positions are to be employed by COHSL (ie mammographers, clinical/ radiology assistants, MRI MITs, MIT students etc), then the parties agree the coverage clause will be varied to include them. Negotiation and agreement regarding the remuneration and conditions pertaining to the roles /positions shall be concluded prior to the commencement of employment.
- 1.3 The parties to this Collective Agreement are:  
a) CENTRAL OTAGO HEALTH SERVICES LTD (hereinafter referred to as “the employer”  
b) APEX (hereinafter referred to as “the union”)
- 1.4 This Agreement shall be binding on the parties to it.
- 1.5 The parties agree that any Employee who is engaged by the employer from the date this Agreement comes into effect and the expiry of this agreement shall, in the first instance, be offered in writing the opportunity to become a party to this Agreement.

### **2.0 DEFINITIONS**

In this Agreement unless the context otherwise requires:

**"Casual employee"** means an employee who has no set hours or days of work and who is normally asked to work as and when required.

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

**"Day"** means a 24 hour period from the normal starting time of the Employer.

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

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

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

Ordinary Hours Per Week	Hourly Rate Divisor
40	2086

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

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

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

**"Service"** means all service as a medical imaging technologist, sonographer, trainee sonographer in sonography unless specifically stated otherwise in this collective agreement. Provided that existing employees shall have all previous service under a previous employment agreement, with the employer, recognised.

**"Sonographer"** means an employee who has been registered and passed an examination that is approved by the Medical Radiation Technologists Board (or equivalent) to practice by the Board.

**"Specialist sonographer"** means a sonographer who has qualifications and / or performs a special role (e.g. reporting on work that clinicians act on immediately), or is involved in non-invasive tests (e.g. Treadmill, ABPI, Liver transplant duplex, tertiary level scans) or teaching special skills to qualified sonographers.

**"Rural Specialist"** means a medical imaging technologist who performs CT, x-ray, drug administration, contrasting, IV cannulation and consenting (patient consent).

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

**"Trainee Sonographer"** means a person who whilst employed is concurrently undertaking a post graduate qualification in the relevant scope of practice as recognized by the Medical Radiation Technologist Board including for sonographer trainees the Australasian Society of Ultra Sound Medicine (ASUM) Diploma of Medical Ultrasound (DMU) or equivalent qualification as recognised by the Medical Radiation Technologist Board.



**“Week”** shall be 7 consecutive days, commencing on a Monday.

## ***PART TWO - PROVISIONS RELATING TO HOURS OF WORK***

### **3.0 HOURS OF WORK / ROSTERING / SAFE STAFFING**

#### Preamble:

The employer is required to take all practical steps to prevent harm occurring to employees from the way work is organised. The employer is committed to safe staffing levels and appropriate skill mix. There shall be regular monitoring and any identified staffing deficiencies shall be addressed.

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

#### Ordinary Hours of Work shall be as follows:

- 3.1 Ordinary hours of work shall be *Monday to Friday for a 40-hour week between 8am and 5pm and not more than 8 hours per day.*

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

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

- 3.2 Individual employees with agreed weekly ordinary hours prior to the coming into force of this agreement, that are different from that listed, shall continue to have those weekly ordinary hours apply.

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

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

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

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

- 3.7 Where a weekend on call is worked and the cumulative number of hours worked over that weekend is greater than 14, the employee shall be entitled to the subsequent Monday as a paid day off. To facilitate staffing this day may be moved to the Tuesday after the weekend worked, by agreement.
- For the sake of clarity:
    - “hours worked” means from the beginning of a call back when the employee receives the call, to the end of that call back when the employee returns home to a maximum 30 minutes travelling time each way.

- This provision shall only apply where an employee is rostered to work for 12 consecutive days counting the weekend days on call.
- For those part time employees working less than 0.9 FTE (less than 35 hours per week), this clause will apply where reasonable grounds on the basis of health and safety arise.

For the purposes of this clause the weekend shall comprise the 63.5-hour period commencing at 5.00pm Friday.

- 3.8 The introduction of any shift work and/or a variation of the hours shall be by agreement between COHSL and APEX. Negotiation and agreement regarding remuneration, additional leave and conditions pertaining to the shift shall be required to be concluded before the introduction of any such work.
- 3.9 Employees shall not be rostered on-call the day preceding or following leave, unless agreed to with the Charge MIT.

#### **4.0 MEAL PERIODS AND REST BREAKS**

- 4.1 Except when required for urgent or emergency work and except as provided in 4.3 below, no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.
- 4.2 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.
- 4.3 An employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time.
- 4.4 During the meal break or rest breaks prescribed above, free tea, coffee, milo, milk and sugar shall be supplied by the employer.

## **PART THREE - RATES OF REMUNERATION**

### **5.0 SALARIES AND WAGES**

The salary scales set out in this clause are the minimum rates applicable.

#### **5.1 Medical Imaging Technologists (excluding Sonographers).**

**40 hours**

<b>Designated Scale</b>		<b>1 July 24</b>	<b>1 July 26</b>
<b>Designated F</b>	<b>4</b>	\$151,410	\$153,681
	<b>3</b>	\$147,290	\$149,499
	<b>2</b>	\$143,170	\$145,318
	<b>1</b>	\$139,050	\$141,136
<b>Designated E</b>	<b>3</b>	\$139,050	\$141,136
	<b>2</b>	\$135,960	\$137,999
	<b>1</b>	\$132,870	\$134,863
<b>Designated D</b>	<b>3</b>	\$132,870	\$134,863
	<b>2</b>	\$130,295	\$132,249
	<b>1</b>	\$127,720	\$129,636
<b>Designated C</b>	<b>3</b>	\$127,720	\$129,636
	<b>2</b>	\$125,145	\$127,022
	<b>1</b>	\$122,720	\$124,561
<b>Designated B</b>	<b>3</b>	\$122,570	\$124,409
	<b>2</b>	\$119,995	\$121,795
	<b>1</b>	\$117,420	\$119,181
<b>Designated A</b>	<b>3</b>	\$117,420	\$119,181
	<b>2</b>	\$114,330	\$116,045
	<b>1</b>	\$111,240	\$112,909

<b>Step</b>	<b>1 July 2024</b>	<b>1 July 2026</b>
<b>10 (R2)</b>	\$116,390	\$118,136
<b>9 (R1)</b>	\$113,300	\$115,000
<b>8 (APS)</b>	\$110,210	\$111,863
<b>7</b>	\$107,600	\$109,214
<b>6</b>	\$104,794	\$106,366
<b>5</b>	\$100,163	\$101,665
<b>4</b>	\$94,394	\$95,810
<b>3</b>	\$88,627	\$89,956
<b>2</b>	\$82,856	\$84,099
<b>1</b>	\$77,087	\$78,243

#### **Progression**

5.1.1 Progression from Steps 1 to 7 shall be by automatic annual increment.

Employees are eligible for automatic annual progression up to Step 7 on the salary scale.

### 5.1.2 Additional Progression Step (APS)

- a) Unless otherwise provided in Appendix 1, progression from Step 7 to the Additional Progression Step 8 is dependent on the achievement of agreed objectives, which are set prospectively when the employee reaches Step 7. These objectives should align with the qualities of an experienced practitioner, with the appropriate level of the Guidelines of Expectation of Professional Practice (GEPP) document which provides guidance on these and reflects the expected professional/technical skills and personal attributes.
- b) The parties acknowledge that it is the individual employee's decision and responsibility to initiate the processes associated with the additional progression step. To commence the process the employee will write to the team leader/ manager requesting a meeting to set objectives.
- c) The discussion and setting of objectives for additional progression would normally occur in conjunction with the employee's annual performance review.
- d) In the event that the manager and the employee cannot agree on the objectives the employee may consult with the relevant union. If there is still no agreement the manager will set the objectives. This objective setting process is to be completed in three months of the employee requesting the meeting.
- e) The assessment against these objectives shall commence 12 months after the objectives have been set. Any movement arising from this assessment shall be effective from 12 months after the date the employee wrote to their team leader/manager under clause 5.1.2(b) above, provided that:
  - i. Progression shall not occur earlier than the anniversary date of the employee's movement to the top automatic step.
  - ii. Progression will not be denied where the employer has failed to engage in the objective setting process and/ or the assessment of whether or not the objectives have been achieved.
  - iii. Progression to the additional progression step is not available to employees who are below Step 7.

### 5.1.3 Progression – Recognition Steps

To recognize increased skills and flexibility those employees (subject to sub clause 5.1.6 below) who are available and work across more than one skill set, shall be entitled to be paid two steps above their existing salary. For the purposes of this clause a skill set shall include:

CT and General X-Ray.

### 5.1.4 Employees who meet the definition of Rural Specialist, shall also be entitled to a further step to a maximum of step 10 (R2).

A Rural Specialist is a medical imaging technologist who performs CT, x-ray, drug administration, contrasting, IV cannulation and consenting (patient consent).

### 5.1.5 Provided that any employee who is a:

- a) Charge Medical Imaging Technologist shall be paid a minimum of Designated Band D2

### 5.1.6 Except that:

- (a) Nothing in this clause requires an employee to be available to work in more than one skill set where agreement between the individual employee and employer to work in only one skill set exists.
- (b) Employees who achieve a relevant post graduate diploma (or equivalent) in diagnostic general imaging shall be entitled one step above their step placement.
- (c) Nothing in clause 5.1.4 shall apply to Unit, Area Charge or Charge MITs.

### 5.2 Recognition of previous service for salary purpose shall include all service as defined in clause 2. In addition, where an employee has not worked as they have undertaken a course of study approved by the Employer, that period shall be regarded as continuous service.



### 3 Sonographers

#### 40 hours

Step 1 July 2024	Step 1 July 2025	1 July 2024	1 July 2025	1 July 2026
	11		\$162,167	\$164,600
	10		\$157,444	\$159,806
	9		\$153,121	\$155,418
	8		\$149,220	\$151,458
	7		\$145,320	\$147,500
11	6	\$141,841	\$141,423	\$143,049
10	5	\$137,947	\$137,522	\$139,585
9	4	\$134,433	\$132,402	\$134,388
8	3	\$127,408	\$128,541	\$130,469
7	2	\$123,894	\$124,679	\$126,549
6	1	\$119,281	\$120,819	\$122,631

Current employees that are paid more than the 1 July 2025 salary will remain on their current salaries until 1 July 2026

#### Trainee Sonographers

Step	1 July 2025	1 July 2026
2	\$87,550	\$88,863
1	\$82,400	\$83,636

- 5.3.1 Progression from step 1 to step 2 of the Trainee scale shall be by way of automatic annual increment.
- 5.3.2 Progression through the scale from step 1 to step 5 shall be by way of automatic annual increment. Progression to step 6 shall be through Merit.
- 5.3.3 Progression to a higher step shall be dependent on job content, skill shortage, responsibilities of the position, and the employee's level of performance. Progression shall recognise that clinical skill, knowledge and responsibility, as well as managerial and leadership responsibilities shall be rewarded.
- 5.3.4 Notwithstanding the above:
  - i. the minimum step payable to a specialist, unit or area charge shall be step 6.

The employee shall progress to step 7 on the achievement of mutually agreed objectives set prospectively at their performance review undertaken when the employee is on step 6.

Progression shall not be denied where a performance review is not completed through no fault of the employee or where work objective are not met due to work reassignment directed by the employer.

- ii. the minimum step payable to a charge sonographer shall be step 9.

The employee shall progress to step 10 through merit or after two years of satisfactory performance in the Charge role.

## **6.0 OVERTIME AND PENAL TIME**

6.1 Overtime is time worked in excess of eight (8) hours per day or forty hours per week as authorised in advance by the Manager. Employees agree to work a reasonable amount of overtime on occasion if required by the employer to do so.

6.2 Overtime will be paid at time and one half (T1.5) of ordinary rate for the first three hours worked, thereafter double time (T2).

6.3 Penal time is defined as time (other than overtime) worked within ordinary hours on a Saturday or Sunday. Penal time shall be paid in addition to normal salary.

- (i) Weekend rate – shall be paid at half time (T0.50) in addition to the ordinary hourly rate and applies to hours (other than overtime) worked after midnight Fri/Sat until midnight Sun/Mon.
- (ii) Public holiday rate – shall be paid at time one (T1.0) in addition to the ordinary hourly rate and applies to hours worked on a public holiday.
- (iii) Overtime and night, weekend or public holiday rates shall not be paid in respect of the same hours: the highest rate shall apply.

### **6.4 Minimum Break Between Spells of Duty**

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

6.4.2 Periods of a full shift or more include:

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

- 6.4.3 This requirement to provide a break wherever possible applies whether or not any additional payment will apply under the provisions of this clause.
- 6.4.4 If a break of at least nine continuous hours cannot be provided between periods of qualifying duty, the duty is to be regarded as continuous until a break of at least nine continuous hours is taken and it shall be paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime which precedes it.
- 6.4.5 The additional payment provisions of this clause will not apply in any case where the result would be to give an employee a lesser payment than would otherwise have been received.
- 6.4.6 Time spent off duty during ordinary hours solely to obtain a nine-hour break shall be paid at ordinary time rates. Any absence after the ninth continuous hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.
- 6.4.7 Authorised absences, either with or without pay, are as provided for in this agreement and shall be counted as actual hours worked for the purposes of calculated overtime.

## **7.0 ON CALL**

An employee who is instructed to be on call during normal off duty hours shall be paid an on-call allowance of \$8 per hour, except on public holidays when the rate shall be \$10 per hour. The on-call rates are payable per roster, per employee, per day.

- 7.1 When an employee is required to be on call, a cell phone shall be made available to the employee for the period of the on call period, at no expense to the employee.
- 7.2 Where practicable an employee who is instructed to be on call should report on duty within 30 minutes.
- 7.3 Employees who are on call will accrue additional leave at a rate of 1 day leave for every 230 qualifying hours on call, up to a maximum of 5 days leave (1150 qualifying hours on call) per annum.
- 7.4 Where an employee is called back to duty outside that employees rostered hours of work the employer shall at their discretion either:
- Provide the employee with transport;
  - Reimburse the employee for actual and reasonable travelling expenses;
  - Where the employee uses their private vehicle, they shall be reimbursed at the applicable IRD rate.

Note: This is to and from duty.

- 7.5 Call rosters should be considered as if duty rosters and no more than 1 weekend rostered on call in every 4 weekends.
- 7.6 Nuisance calls: An employee should not be called by the employer when not rostered on call or duty and having left the place of employment. If a nuisance call happens, then employee shall report the incident to their service manager

who must ensure that systems are put in place to prevent a repeat of the nuisance call.

- 7.7 Call Back - An employee shall be paid for actual working and travel time or for a minimum of two hours at T2 whichever is the greater; where the call back exceeds two hours all remaining time shall be paid at T2. :

When the employee:

- (1) is called back to work after
  - completing the day's work, and
  - having left the place of employment, or
- (2) is called back before the normal time of starting work, and does not continue working until such normal starting time, except that:
  - where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back.

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

If a break needs to be provided on the morning of an RDO, an employee may elect to take this break at the beginning of their next shift with the agreement of the Charge MIT.

## **8.0 HIGHER DUTIES ALLOWANCE**

- 8.1 Where the employer requires an employee to substantially perform the duties and carry the responsibilities of a position of a class or grade higher than the employee's own or where an employee is temporarily appointed in writing and approved by the manager to a higher graded position for three days or more, the employee will receive for the whole period the salary and conditions of the position to which they are temporarily appointed or performing.
- 8.2 The salary payment shall be the minimum salary the employee would receive if appointed to that position.

## **9.0 REIMBURSEMENT OF EXPENSES ON EMPLOYER BUSINESS**

- 9.1 Employees who are instructed by the employer to use their private motor vehicle on employer business shall be paid a vehicle allowance as promulgated from time to time by the IRD in terms of the agreed formula.
- 9.2 When employees are instructed to leave and return to their normal place of work on the same day on employer business, they shall be reimbursed for actual and reasonable expenses.

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

## **10.0 MEAL ALLOWANCE**

A shift worker who works a qualifying shift of 8 hours or more and who is required to work more than one hour beyond the end of any shift (including an ordinary day), (excluding any break for a meal), shall be provided availability to a meal provided by the hospital.

## **PART FOUR - PROVISIONS RELATING TO LEAVE**

### **WHOLE HOLIDAYS**

#### **11.0 ANNUAL LEAVE**

- 11.1 Employees, other than casual employees, shall be entitled to four (4) weeks annual leave, taken and paid in accordance with the provisions of the Holidays Act 2003, except that on completion of five (5) years current continuous service, with the employer, the employee shall be entitled to five (5) weeks annual leave.

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

#### **11.2 Conditions -**

- 11.2.1 The term "leave year" means the year ending with the anniversary date of the employee's appointment.
- 11.2.2 The Employer may permit an employee to take annual leave in one or more periods.
- 11.2.3 Within two weeks of receipt of a written application for planned leave from an employee, the employer shall respond in writing confirming approval for the leave or stating the reasons leave is unable to be taken.
- 11.3 Every part-time employee will be entitled to annual leave as prescribed. Salary during leave will be paid for the employee's usual working week.
- 11.4 Payment in lieu of annual leave for casual employees - Casual employees should be paid 8% gross taxable earnings in lieu of annual leave, to be added to each fortnightly wage payment (no annual taxable earnings calculation is therefore necessary).
- 11.5 Leave without pay in relation to annual leave entitlement - An employee who is granted leave without pay and who remains in the service of the employer, will, except where provision is made otherwise, have such leave counted as service for annual leave purposes.

#### **12.0 LONG SERVICE LEAVE**

- 12.1 Long service leave as follows shall be allocated to the employee, on the basis of the employee's FTE status at the time of taking the leave, and paid in accordance with the provisions of the Holidays Act 2003:
- 12.2 On the completion of ten (10) years of current continuous service (as defined below), two weeks of long service leave; and
- 12.3 On each subsequent five (5) years of current continuous service (as defined below), one weeks of long service leave.



- 12.4 For the purposes of clause 15.8, “current continuous service” means unbroken service with the employer. For the purpose of calculating current continuous service, time taken on leave without pay in excess of three months on any one occasion (except for Parental Leave) shall be excluded.
- 12.5 The provisions of clause 15.8 are intended to replace any employees’ previous entitlement to long service leave provided that, where an employee had a previous entitlement under a previous employment agreement, the following shall apply:
- 12.6 Long service leave must be taken in one period (except that an employee recalled from leave because of an emergency is entitled to resume leave after the emergency) and at a time mutually convenient to the employer and employee within 1 year of allocation.

### **13.0 PUBLIC HOLIDAYS**

- 13.1 Christmas Day, Boxing Day, New Years Day, 2 January, Good Friday, Easter Monday, the birthday of the reigning sovereign, Matariki, Labour Day, Otago Anniversary Day, Waitangi Day and ANZAC Day are paid public holidays when they fall on a day that would otherwise be a working day for the employee.
- 13.2 The following will apply to the observance of Christmas Day, Boxing Day, New Years Day, 2 January, Waitangi Day and ANZAC Day, where such a day falls on either a Saturday or a Sunday:
- (i) Where that Saturday and/or Sunday would otherwise be a working day for the employee, the public holiday will, for that employee, be observed on that Saturday and/or Sunday and transfer of the observance of the public holiday will not occur.
  - (ii) Where, in any other instance, that Saturday and/or Sunday would not otherwise be a working day for the employee, observance of the holiday will be transferred to the following Monday and/or Tuesday. In that case, the employee will receive no payment for the Saturday and/or Sunday.
- 13.3 In order to maintain essential services, the employer may require the employee to work on a day a public holiday is observed (including a transferred day) if that day would otherwise be a working day for the employee.
- 13.4 If the employee is required to work on a day a public holiday is observed (including a transferred day), the employee will be paid at double their ordinary hourly rate of pay (T2) for each hour worked and will be granted an alternative holiday. Such alternative holiday will be taken and paid as specified in the Holidays Act 2003.
- 13.5 If the employee is required to work on a day a public holiday is observed and is also required to work on the week day to which observance of the public holiday is transferred, the employee will be paid in accordance with clause 10.4 for time worked on the public holiday and at weekend rates in accordance with clause 10.2(ii) for time worked on the corresponding week day. For the avoidance of doubt, only one alternative holiday will be granted in respect of each public holiday.

## 14.0 SICK LEAVE

14.1 An employee will be granted the following sick leave:

- 10 days on appointment
  - After each period of 12 months service an employee shall be entitled to an additional 10 days.
- a) Where an employee is granted sick leave they shall be paid their relevant daily pay for the first 5 days in any year and ordinary daily pay thereafter. Sick leave shall be reckoned in working days.
- b) Sick leave shall accumulate by carrying forward from one year to another any unused sick leave but shall not exceed an accumulation of 90 days.
- c) The employee shall ensure that notice is given to the employer on the first day of absence due to illness.
- d) The employer is able to require a claim for leave to be supported by a medical certificate where absence exceeds three days.

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

- (a) Where an employee is **or may be** incapacitated by sickness or injury arising out of and in the course of employment, salary may be paid at the discretion of the Employer.
- (b) In special cases the Employer may allow an employee to anticipate up to 5 days sick leave.
- (c) Where an employee is **or may be** suffering from an illness which could have a detrimental effect on the patients in the employer's care, the Employer may, at their discretion, either:
- (i) Place the employee on suitable alternative duties.
  - (ii) Direct the employee to take leave on payment at base rates (TI only) for not more than eight days in any one year, in addition to the normal entitlement to sick leave.

### 14.3 Incapacitated Dependents

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

### 14.4 Sick Leave In Relation To Annual & Long Service Leave

- (a) When sickness occurs during annual or long service leave the Employer shall permit the period of sickness to be debited against sick leave entitlement, except where the sickness occurs during leave following resignation, provided:
- (i) The period of sickness is more than three days.
  - (ii) A medical certificate is produced, showing the nature and duration of the illness.

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

#### **14.5 Debiting Sick Leave**

Sick leave is to be debited to an hour for hour basis.

#### **14.6 Leave Without Pay in Relation to Sick Leave Entitlements**

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

#### **14.7 Sick Leave for Part-Time Employees**

- (a) Any specified entitlement to sick leave shall be pro-rated for part-time employees except that a part-time employee shall receive an entitlement to no less than five (working) days paid sick leave for the first twelve months of their employment and a minimum of five additional working days for each subsequent 12-month period.

#### **14.8 Sick Leave for Casual Employees**

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

#### **14.9 Non-urgent Appointments**

For medical care of a non-urgent nature employees will endeavour to make appointments out of working hours. When this is not possible employees may discuss taking appointments within working hours with their manager.

### **15.0 BEREAVEMENT / TANGIHANGA LEAVE**

- 15.1 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a tangihanga (or its equivalent). The length of time off shall be at the discretion of the employer.
- 15.2 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of 17.1 above. This provision will not apply if the employee is on leave without pay.
- 15.3 In granting time off and for how long, the employer must administer these provisions in a culturally sensitive manner.

### **16.0 PARENTAL LEAVE**

16.1 Statement of principle - The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave and is to be read in conjunction with the Parental Leave and Employment Protection Act 1987 (referred to as the Act in this clause 19). Employees should seek the advice of their manager, Human Resources or APEX in applying for parental leave. Advice on parental leave is also available from Employment New Zealand. Advice on parental leave payments is available from the Inland Revenue Department.

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

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

#### 16.3 Periods of leave

- (a) Parental leave of up to twelve months is to be granted to employees with at least one year's service at the time of commencing leave.
- (b) Parental leave of up to six months is to be granted to employees with more than 6 months but less than one year's service at the time of commencing leave.
- (c) Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer.
- (d) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer. The parental leave may be taken in more than one continuous period, with the start and finish dates of each additional period, and any extension of parental leave past the anniversary date of the commencement of parental leave, to be agreed between the employer and the employee.
- (e) Pursuant to Part 3 (A) of the Act employees who are not entitled to primary carer leave may request a period of negotiated carer leave from their employment. Negotiated carer leave may enable the employee to receive parental leave payments from IRD if they meet the parental leave payment threshold test.

16.4 In cases of adoption of children of under six years of age, parental leave shall be granted in terms of 19.2 and 19.3 above, providing that fourteen days-notice is given before the employee intends to assume

the responsibility for the care of the child. Evidence of an approved primary care placement shall be provided to the employer's satisfaction.

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

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

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

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

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

16.9 Job protection –

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

- (i) at the equivalent salary, grading;
- (ii) at the equivalent weekly hours of duty;
- (iii) in the same location or other location within reasonable commuting distance; and
- (iv) involving responsibilities broadly comparable to those experienced in the previous position.

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

16.10

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

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

above) is not available, the employer may approve one of the following options:

- (i) an extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or
- (ii) an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 19.10(b)(i) above for up to 12 months; or
- (iii) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 19.10(b)(i) above for up to 12 months:

provided that, if a different position is accepted and within the period of extended parental leave in terms of 19.10(b)(i), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or

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

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

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

16.13 Parental leave absence filled by temporary appointee

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

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

## **17 JURY SERVICE LEAVE**

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



- 17.2 An employee called on for jury service may elect to take annual leave, special leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain the juror's fees and expenses paid.
- 17.3 Where special leave on pay is granted, a certificate is to be given to the employee by the employer to the effect that the employee has been granted special leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to the employer but may retain expenses.
- 17.4 Where special leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practical.

## **PART FIVE - TERMS OF EMPLOYMENT**

### **18.0 UNIFORMS**

- 18.1 Where the employer requires the employee to wear a uniform it shall be supplied annually free of charge but shall remain the property of the employer.

### **19.0 REFUND OF ANNUAL PRACTISING CERTIFICATE & PROFESSIONAL ASSOCIATION FEES**

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

The employer shall reimburse to employees the annual membership fee of the New Zealand Institute of Medical Radiation Technologists (NZIMRT) or equivalent relevant professional organization, or activities relating to maintaining their relevant scope of practice, to the value of up to

1. \$460 per MIT
  2. \$500 per Sonographer
- per annum on production of receipts.

Where a permanent employee also undertakes ordinary hours work for another employer in the specific field of work, the reimbursement will be prorated down equivalent to the hours worked in that specific field in other places of similar work (eg if working 4/10th for a different employer and 4/10th for the employer, reimbursement will be 50% of the total amount). The employee is required to inform the employer of any changes in hours and status with the other employer.

### **20.0 CONTINUING PROFESSIONAL DEVELOPMENT AND TRAINING**

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

- 20.2 For employees not included in clause 23.3 and 23.4 below:

#### **20.2.1 Training**

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

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

- a. maintain competence, and
- b. to attend national and international conferences in order to maintain their ongoing technical/scientific competence. The employee then has the obligation of bringing back the latest information to their Employer and incorporating any new knowledge into the strategic development of their department. Attendance at the conferences is to be balanced against the operational requirements of the employer, especially as the numbers of staff

are not large. Forward planning and cooperation between management and staff is fundamental to ensuring CPD requirements are met.

- 20.2.3 Each employee shall be entitled to professional development leave, as below, to attend relevant continuing education including courses, conferences and/or study except that for the purpose of travel additional paid leave shall be provided where travel occurs during the ordinary hours.

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

- 20.3 Sonography employees shall be entitled to:

- A minimum of 5 days approved education leave each year accumulative to three years. Compulsory requirements are not included in this allocation.
- Reimbursement for all travel, accommodation, fees and expenses incurred in CPD to a maximum of \$2,800 per annum as per the following provisions.
- This entitlement may be accumulated to a maximum of \$8,400 over a three year period.
- Where a permanent employee also undertakes ordinary hours work for another employer in the specific field of work, the sum of \$2,800 will be prorated down equivalent to the hours worked in that specific field in other places of similar work (eg if working 4/10th for another employer and 4/10th for the employer, reimbursement will be 50% of the total amount). The employee is required to inform the employer of any changes in hours and status with the other employer.

- 20.4 MIT employees shall be entitled to:

- A minimum of 3 days approved education leave each year accumulative to two years. Compulsory requirements are not included in this allocation.
- Reimbursement for travel, accommodation, fees and expenses incurred for CPD from a pool of \$5000 per annum, which may be accumulated up to \$10,000.

Unless otherwise agreed, the CPD pool shall be administered jointly by the Charge MIT, APEX delegate and Manager of Radiology.

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

In addition, on application to the employer, the employer may grant employees study leave and some financial assistance to enable employees to complete qualifications, to attend courses, conferences and seminars and to undertake research or projects.

## **21.0 PROFESSIONAL MEDICAL INDEMNITY INSURANCE**

The Employer shall ensure that it is insured in such manner as to provide adequate professional indemnity insurance cover for employees, including cover for the costs of independent legal representation in the event of claims or issues that affect an employee, and the provision of adequate run-off cover from an

employee for claims arising after an employee has ceased employment with the employer in respect of acts or omissions during employment.

## **22.0 VARIATION CLAUSE**

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

## **23.0 EMPLOYEE PARTICIPATION**

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

## **24.0 MANAGEMENT OF CHANGE**

In the event of a restructure, being the sale, transfer, or contracting out of all or part of the employer's business, that may affect the employee's position of employment, the employer will negotiate with the new employer about the sale, transfer or contracting out to the extent that it relates to affected employees.

- 24.1 In this section, "restructuring", "new employer" and "affected employee" will have the meanings given to them by the Employment Relations Act 2000 (and any amendments thereto).
- 24.2 The employee hereby consents to the employer disclosing personal information to the new employer regarding the employee's employment for the purposes of complying with the employer's obligations under this section.
- 24.3 The procedure that the employer will follow when negotiating with the new employer about the sale, transfer or contracting out (to the extent that it relates to affected employees) is as follows:
- (i) *The employer will consult with affected employees regarding the proposed sale, transfer or contracting out.*
  - (ii) *The employer will negotiate with the new employer regarding the possible transfer of affected employees.*
  - (iii) *The employer will explain the terms and conditions of each affected employees' employment to the new employer.*
  - (iv) *The employer will discuss whether the affected employees will transfer to the new employer on the same terms and conditions of employment, and whether the new employer can offer alternative positions to employees.*
- 24.4 In the event that the employee is not employed by the new employer, for whatever reason, there will be no entitlement to redundancy compensation.
- 24.5 If the employee chooses to transfer to the new employer they will not be deemed to be redundant and the employer will not be required to give notice.

## **25.0 STAFF SURPLUS**

- 25.1 If the employee's position is redundant the employer will provide the employee notice of termination per clause 27.1. The employer may, at their sole discretion, pay the employee in lieu of all or part of the notice period.
- 25.2 There will be no compensation payable.

## **26.0 PAYMENT OF WAGES**

- 26.1 All wages shall be paid two weekly (14 day), no later than Thursday.
- 26.2 Each employee shall be supplied with a statement showing details of earnings, allowances and deductions for each pay period.
- 26.3 Wages shall be paid by cheque or direct lodgement at a financial institution to the credit of an account nominated, in writing, by the employee. Such authority may be withdrawn or altered by the employee at any time by application, in writing, specifying the alterations or cancellations required.
- 26.4 All wages shall be paid on termination in the event of the dismissal of an employee. When an employee leaves of their own accord they shall be paid on the final day of their employment, all monies owing them.

## **PART SIX - OTHER PROVISIONS**

### **27.0 STOPWORK MEETINGS**

- 27.1 Subject to subsections 30.2 to 30.5, the employer shall allow every employee covered by this agreement to attend, on ordinary pay, at least two meetings (each of a maximum of two hours' duration) in each year (being the period beginning on the 1st day of January and ending on the following 31st day of December) with their representatives.
- 27.2 The representative shall give the employer at least 14 days' notice of the date and time of any meeting to which subsection 30.1 is to apply.
- 27.3 The representative shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any meeting, including, where appropriate, an arrangement for sufficient employee's members to remain available during the meeting to enable the employer's operation to continue.
- 27.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any employee for a period greater than two hours in respect of any meeting.
- 27.5 Only employees who actually attend a meeting shall be entitled to pay in respect of that meeting and to that end the representative shall where requested supply the employer with a list of employees who attended and shall advise the employer of the time the meeting finished.

### **28.0 DEDUCTION OF APEX FEES**

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

### **29.0 EMPLOYEE REPRESENTATIVE RIGHT OF ENTRY**

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

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

### **30.0 EMPLOYMENT RELATIONS EDUCATION LEAVE**

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

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

- 1- 5 members = 3 days;
- 6-50 members = 5 days;
- 51-280 members = 1 day for every 8 FTE or part thereof;



- Over 281 members = 35 days plus 5 days for every 100 FTE or part thereof that exceeds 280.

### **31.0 PERSONAL GRIEVANCE, DISPUTES & EMPLOYMENT RELATIONSHIP PROBLEMS**

- 31.1 An “employment relationship problem” includes:
- i) A personal grievance
  - ii) A dispute
  - iii) Any other problem relating to or arising out of the employment relationship.
- 31.2 Where an Employment Relationship Problem arises the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:
- a) The Employee will be provided the opportunity to be represented by their union or other such support person of their choosing at any time during the resolution process.
  - b) If the matter is unresolved either party is entitled to seek mediation from the Labour Department or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)
- 31.3 A “personal grievance” means a claim that you:
- i) have been unjustifiably dismissed; or
  - ii) have had your employment, or your conditions of employment, affected to your disadvantage by some unjustifiable action by The employer; or
  - iii) have been discriminated against in your employment; or
  - iv) have been sexually harassed in your employment; or
  - v) have been racially harassed in your employment; or
  - vi) have been subjected to duress in relation to union membership.
- 31.4 If the employment relationship problem is a personal grievance, you must raise the grievance with the employer within a period of 90 days, beginning with the date on which the action alleged to amount to a personal grievance, occurred or came to your notice, whichever is the latter.
- 31.5 Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.
- 31.6 If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.

### **32.0 SAVINGS CLAUSE**

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

### **33.0 NOTICE PERIOD**

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

### **34.0 SUPERANNUATION**

The provisions of the KiwiSaver Act 2006 shall apply.

### **35.0 TERM OF AGREEMENT**

This Agreement shall have a term from 1 July 2025 to 30 September 2026

Dated this     day of August 2025

Signed:

.....  
Dr Deborah Powell  
National Secretary  
APEX

.....  
Hayley Anderson  
Chief Executive  
COHSL

## APPENDIX 1: Recognition Steps – Progression Process Principles

1. The recognition steps facilitate progression that many employees naturally seek in the course of their work. It is designed to enable employees to utilise their expertise as a formal part of their practice, while enhancing service delivery and fostering continued development and growth through the process of agreed objective setting and delivery
2. For this reason, it is anticipated that, where reasonable and agreed, an employee may be able to progress the objectives required for recognition progression during work time.

### Eligibility

#### 3. To be Eligible for Salary Progression:

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

b) Demonstrates innovation, excellence, leadership, and/or specialist skills and knowledge in their contribution to service. This could include, but is not limited to:

- i. At least two years working in an area of specialisation or advancing practice.
- ii. Recognised by other staff as becoming expert in at least one area of clinical or cultural skills and approached as a resource and teacher (with appropriate evidence)
- iii. Evidence of involvement in quality and improvement initiatives or audit activity.
- iv. Evidence of involvement in research, presenting at conferences or authoring work
- v. Agreed postgraduate study.

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

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

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

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

### Frequency

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

### Criteria

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

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

b) To access Recognition Step 2 (Step 10 of the Degree-based scale) an employee must select and complete objectives across no fewer than two domains, ensuring that cultural safety

and Te Tiriti principles are woven into objectives. Objectives must be chosen from the “Becoming Expert” Stage of Development.

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

## Objectives

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

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

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

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

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

## What else does APEX do?

- We negotiate collective agreements for employees in both the public and private sectors, and we enforce those agreements to ensure our members get their rightful entitlements.
- We provide members with general employment advice. This includes information about your employment rights under legislation and common law, your collective agreements, pay, and any disputes that may arise.
- We provide advice, support, and action with respect to health and safety. This includes psychological risks (e.g. bullying), physiological risks (e.g. fatigue), and physical risks (e.g. temperature in workplaces, hazardous substances, lifting, etc.).
- We support over 300 delegates in workplaces around NZ, providing them with training and access to professional advice whenever they need it. Our delegates are readily available to you in the workplace and serve as a critical link between members and the professional advocates and staff employed by APEX.
- We produce journals and newsletters to keep you up to date with what's happening in your world, the wider Allied Scientific and Technical Health Practitioners space, and the broader health and industrial environments.
- APEX monitors legislation and other policy drivers to ensure you know what might be happening that could affect you, and to ensure you have the opportunity to have a say, if you wish.
- We provide a public face to the media, not just on industrial matters but also on health policy, health and safety issues, and to promote the invaluable work you perform.
- We provide access to indemnity insurance.
- We send out biweekly newsletters to keep everyone connected and provide easy access to information and resources.

For more information visit our website [apex.org.nz](http://apex.org.nz) or [join us on Facebook](#).



**WE ARE HERE TO HELP!  
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