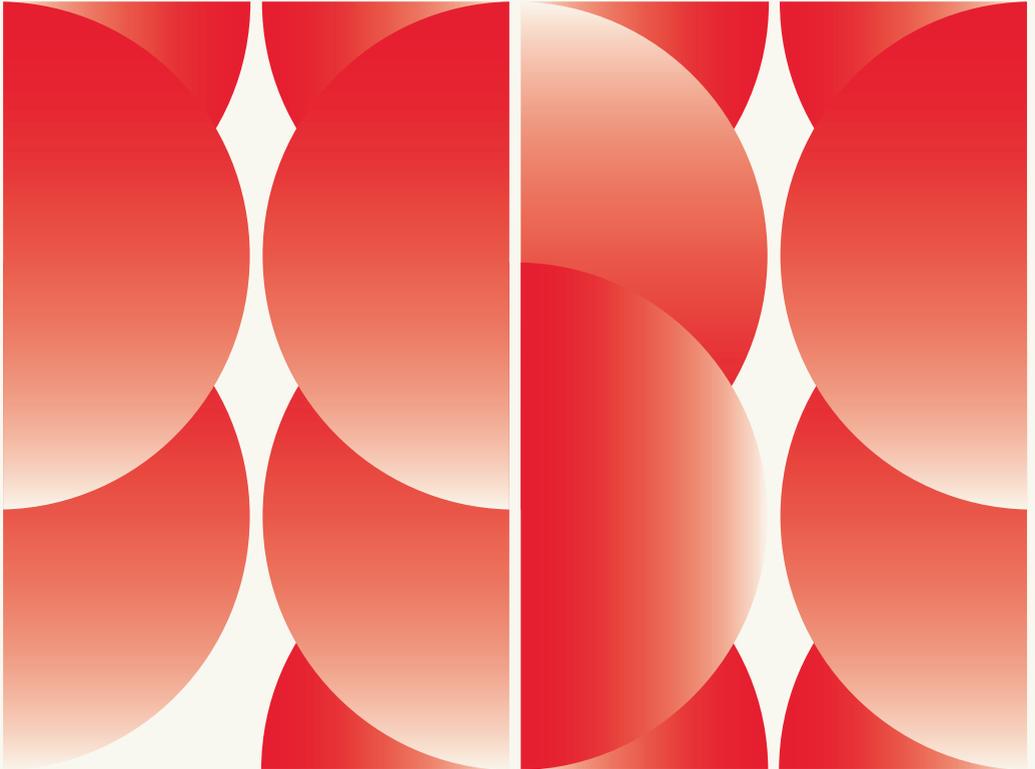


Explore (HealthcareNZ)

BEHAVIOUR SPECIALISTS

Collective Agreement



1.01.25 - 30.06.27

 **APEX**
Allied, Scientific and Technical

BEHAVIOUR SPECIALISTS

Collective Agreement

between

Explore (HealthcareNZ)

and



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1.0 Parties

HealthcareNZ Limited t/a Explore (The “Employer”)

AND

Association of Professionals and Executive Employees (APEX) (The “Union”).

2.0 Coverage and Application

This agreement is made pursuant to the Employment Relations Act 2000 and its amendments and shall apply to all employees of Explore who are members of APEX and who are employed as Behaviour Specialists, Supervising Behaviour Specialists, Senior Behaviour Specialists, including those who hold registration as speech language therapists, occupational therapists, and social workers.

The parties agree that any employee whose work is covered by the coverage clause of this agreement, who is engaged by the employer after the date this agreement comes into effect, shall be offered information about becoming a member of the union. Further to this, the provisions of Section 62 of the Employment Relations Act 2000 shall apply.

Existing employees who are covered by the coverage clause who become members during the term of the collective agreement shall, from the date of becoming a union member, be bound by all benefits and obligations relating to employees under this collective agreement subject to the restrictions set out in the Employment Relations Act 2000.

Employees who are registered psychologists, intern psychologists, or employed in positions as managers and above, shall not be covered by this collective agreement.

3.0 Term

This collective agreement shall come into force on 1 January 2025 and continue in force until 30 June 2027.

4.0 Variation

Any variation to this collective agreement shall be mutually agreed between the parties and such variation shall be in writing and signed by the parties.

5.0 Right to Work

It is a condition of employment that employees are legally entitled to work in New Zealand. Copies of current work permits will be held by the employer.

6.0 Vetting

It is a condition of employment that employees have a satisfactory police record and are required to inform the employer of any pending charges or convictions.

Employees are required to maintain their practicing certificate and meet the requirements of the Vulnerable Children’s Act 2014.

7.0 Hours of Work

The ordinary hours of work are forty (40) per week, to be worked between the hours of 0800 and 1800 Monday to Friday inclusive. Work outside these hours will be by agreement between the employee and their manager.

All employees are eligible to receive TOIL if they have worked in excess of their normal hours of work. Equivalent time off in lieu will apply on the basis of one hour off for one hour worked. The additional time worked and time off in lieu must be mutually agreed by the manager and employee.

8.0 Meal and Rest Breaks

No employee shall be required to work for more than five hours continuously without being entitled to a meal break of not less than half an hour.

Rest breaks of 10 minutes each for morning tea and afternoon tea shall be recognised as time worked. Tea, coffee, milk and sugar shall be supplied by the employer at no cost to the employee.

Employees who are infant feeding and wish to express milk while at work, may arrange breaks to do so in discussion with their manager.

9.0 Salaries and Placement

9.1 Salary will be paid fortnightly by direct credit to the nominated bank account.

Placement Criteria	Step	1 July 2024	1 January 2026	1 January 2027
Appointed Senior Behaviour Specialists	10	\$106,000.00	\$108,650.00	\$111,366.25
	9	\$103,000.00	\$105,575.00	\$108,214.38
Relevant Degree; registration or relevant experience of 10 years or more	8	\$97,850.00	\$100,296.00	\$102,803.66
	7	\$92,700.00	\$95,018.00	\$97,392.94
Relevant Degree; registration or relevant experience up to 9 years	6	\$88,580.00	\$90,795.00	\$93,064.36
	5	\$83,430.00	\$85,516.00	\$87,653.64
Relevant Degree; registration or relevant experience up to 6 years	4	\$79,310.00	\$81,293.00	\$83,325.07
	3*	\$75,190.00	\$77,070.00	\$78,996.49
Relevant Degree; registration or relevant experience up to 3 years	2	\$71,070.00	\$72,847.00	\$74,667.92
	1	\$66,950.00	\$68,624.00	\$70,339.34

* The minimum step for an employee with a Masters qualification and a minimum of 1,500 hours of supervised practice, or a post graduate diploma (PGDip), is step 3.

9.2 Placement

The initial placement for new employees into the relevant salary step shall be based on the applicable Placement Criteria being met per the table above.

For example, those with a relevant undergraduate degree and up to 3 years of relevant experience would be placed on step 1 or 2. Those with a relevant undergraduate degree and between 4 and 6 years of relevant experience would be placed on a minimum of step 3. Those with a relevant Master's degree and a minimum of 1,500 hours of supervised practice, or a post graduate diploma, but no years of relevant experience would start on a minimum of step 3 to recognise the years spent studying toward the achievement of this qualification.

For employees that do not have a relevant degree but up to 3 years of experience, they would start on step 1 or 2. For employees who do not have a relevant degree and have 4 to 6 years' experience, they would be placed on a minimum of step 3.

Employees shall be placed on an appropriate step based on the breadth and depth of an employee's professional knowledge, skill, and performance.

9.3 Definitions - qualifications and experience

Relevant qualification means a degree or postgraduate qualification in the health, education, or social services field, including (for example) psychology, applied behaviour analysis, social work, occupational therapy, speech-language therapy, special/inclusive education, counselling, nursing, or closely related disciplines. Overseas qualifications must be recognised as equivalent (e.g. NZQA assessment where required).

Relevant experience means practice experience delivering behaviour support or closely related clinical or educational interventions with service users or whānau, including supervised placements.

For the avoidance of doubt, holding a relevant qualification does not establish relevant experience in itself. Experience and supervised practice hours remain key considerations for placement on the salary scale.

9.4 Commencement of a Progression Framework

A new progression framework will be introduced to the collective agreement from 1 July 2025. This means that the eligibility criteria for progression starts from this date and the first and earliest opportunity an employee will have to progress up a step in the new wage scale will be on 1 July 2026, provided that the relevant progression criteria applicable to the employee is met.

Progression Steps 1-8

Behaviour Specialists on steps 1 -7 may progress by automatic annual increment on 1 July if they have spent a minimum of 12 months on their current step, subject to satisfactory or above annual overall performance, and are not under a formal performance improvement plan, nor have they been in the previous 3 months.

Satisfactory performance is based on having an overall performance rating of "met expectations" or "exceeded expectations" on the annual performance review. This rating considers both performance against key deliverables and competencies.

Progression Beyond Step 8 and the Scope of Steps 9 and 10

Steps 9 and 10 are reserved for employees appointed to Senior Behaviour Specialist roles through a formal process and who hold a national portfolio. On appointment to a Senior Behaviour Specialist role, the employee moves to step 9. Progression from step 9 to step 10 occurs by automatic increment on 1 July after at least 12 months on step 9, subject to an overall performance rating of meets expectations or higher, and the employee not being, and not having been, in the preceding 3 months, on a formal Performance Improvement Plan.

9.5 Union Member Only Pay Increases

- Union members as at the date of ratification, covered by this collective agreement, shall be entitled to a \$2,500.00 salary increase effective 1 July 2025. This increase does not mean that an employee changes the registered step they are on at the time of the increase, the step they are on at the time is maintained.
 - Union members that have been on step 1 or 2 since before 1 July 2024 shall receive an additional one-off \$1,500.00 gross lump sum payment to recognise their positioning on those lower steps for some time.
 - Union members as at the date of ratification that are in Senior roles shall be repositioned to step 9 from 1 July 2025 or the date on which they became a Senior if that date is after 1 July 2025.
 - In this situation, an employee shall receive no less than a \$2,500.00 salary increase as a result of repositioning to step 9. This increase is not in addition to, but in place of, the standard \$2,500.00 member only salary increase of 1 July 2025.
- On 1 January 2026 a 2.5% increase will apply to paid rates and the 1 July 2024 printed rates in the salary scale. This means an employee will get no less than a 2.5% salary increase on 1 January 2026.
- Following the completion of annual performance reviews, on 1 July 2026 eligible Union members as at 30 June 2026 may progress up a step in the salary scale provided that the relevant progression criteria applicable to the employee is met. The salary increase as a result of any 1 July 2026 progression shall be no less than \$2,500.00. This means that eligible employees will receive no less than a \$2,500.00 increase to their salary effective 1 July 2026.
- On 1 January 2027 a 2.5% increase will apply to paid rates and the 1 January 2026 printed rates in the salary scale. This means an employee will get no less than a 2.5% salary increase on 1 January 2027.

10.0 Reserved

11.0 Public Holidays/Alternative Holidays

11.1 The following days are recognised as statutory (or public) holidays:

11.1.1 New Year's Day, and the following day, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Anniversary Day observed in each province, the birthday of the reigning Sovereign, Matariki, Labour Day, Christmas Day and Boxing Day. Should New Year's Day and the following day, Waitangi Day, ANZAC Day, Christmas Day or Boxing Day fall on either a Saturday or Sunday, the holiday will be treated in accordance with the Holidays Act 2003.

11.2 The employee is entitled to a paid day off on a statutory holiday provided the day would otherwise have been a working day. Payment for statutory holidays will be made in accordance with the provisions of the Holidays Act 2003 and its amendments. These days will not be considered as part of annual leave.

11.3 Where an employee is required to work on a public holiday, then the work performed will be paid at ordinary rates plus 50% (T1.5), with an alternative day off granted if the public holiday worked falls on a day that would otherwise be a working day. Section 12 of the Holidays Act 2003 should be referred to in order to determine an employee's entitlements to a public holiday.

12.0 Annual Leave

12.1 Upon completing 12 months' continuous service, the Employee shall be entitled to four weeks' annual leave.

12.2 Where possible, annual leave shall be taken during the year in which it falls due. Annual leave shall be taken following prior agreement with the employer.

12.3 Payment for annual leave will be made in accordance with the provisions of the Holidays Act 2003 and its amendments.

12.4 Annual leave will be paid in the standard pay that relates to the period during which the holiday is taken, unless requested otherwise.

12.5 On a case-by-case basis, annual leave may be taken in advance with the approval of the employee's manager.

12.6 If the employee is sick while on annual leave and has a sick leave balance available, on production of a medical certificate the employee's annual leave will be reinstated, and the period of sickness will be offset against the employee's sick leave entitlement.

12.7 Long Service Leave

From 1 July 2024, employees that have completed 7 or more years' continuous service are entitled to one week of long service leave. This leave is valid and must be taken within 12 months from the date of the 7-year anniversary, or 1 July 2024 for those that qualify on that date.

This is applicable to union members only that have been a union member for at least 6 months prior to entitlement for this being reached.

13.0 Sick leave

- 13.1 The Employee shall be entitled to 10 days' sick leave per annum after six months' continuous employment, in accordance with the Holidays Act 2003. This leave may only be used in the circumstances set out in that Act which, by way of clarification are:
- 13.1.1 When the Employee is sick;
- 13.1.2 When the spouse of the Employee is sick; or
- 13.1.3 When a dependent of the Employee is sick.
- 13.2 Unused sick leave can be accumulated to a total of 30 days.
- 13.4 Any additional sick leave required should be requested in writing and will be at the discretion of the Employee's manager.
- 13.5 Production of medical certificates may be required.
- 13.6 If the employee needs to attend a medical appointment (which may include a doctor, dentist, physiotherapist or similar professional) and where evidence of the employee's 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 coordinating medical appointments, and where possible, the employee should make effort to make medical and dental appointments outside of work hours.
- 13.7 Accident compensation will be granted according to the provisions of the Accident Compensation Act 2001.

14.0 Bereavement Leave

- 14.1 The Employee is entitled to 3 days' bereavement leave where the bereavement results from the death of the Employee's spouse, parent, child, brother, sister, grandparent, grandchild, father-in-law, and mother-in-law or miscarriage or still birth in accordance with section 69 of the Holidays Act 2003.
- 14.2 The Employee is entitled, to 1 day's bereavement leave where the bereavement results from the death of any other person only in agreement with the Employer, where the Employer will take into account:
- the closeness of the relationship or association between the Employee and the deceased
 - whether the Employee may have any responsibility for arrangements for the ceremony
 - any cultural responsibilities the Employee has in relation to the death.
- 14.3 'Spouse' includes a de facto spouse or same sex partner.
- 14.4 Employees can apply for bereavement leave in respect of each bereavement suffered.
- 14.5 The Employee agrees to complete the Employer's bereavement application form in respect of each bereavement and when requested to do so.
- 14.6 If annual holidays have started, or are about to start and the Employee suffers a bereavement, then the Employer will allow the Employee to take the period related to the

14.7 If bereavement leave is exhausted (that is the 3 or 1 day's leave for that particular bereavement) the Employer may allow the Employee to take annual holiday entitlements if any entitlements are available.

14.8 Employees are to notify the Employer of the need to take bereavement leave in advance where possible, and as soon as possible or alternatively before the start of the working day.

15.0 Family Violence Leave

15.1 The employee is entitled to at least 10 days' paid Family Violence leave per annum in accordance with Subpart 5 of the Holidays Act . The employee can also request short-term flexible working patterns for up to two months.

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

15.3 Any unused Domestic Violence leave does not accumulate each year and is not payable to the employee on termination of employment.

16.0 Parental leave

The employee is entitled to take Parental Leave in accordance with the Parental Leave and Employment Protection Act 1987, and Explore's Parental Leave guidelines.

17.0 Special leave

Court attendance will be granted as paid leave if the employee is required to be on jury service, a subpoenaed witness, or to attend at court on matter connected with the employee's employment. Any fees (excluding reimbursing payments) paid to the employee must be reimbursed to the Employer.

Paid leave for military service will be provided under the Volunteers Employment Protection Act 1973. Any fees (excluding reimbursing payments) paid to the employee must be reimbursed to the Employer.

18.0 Expenses

With prior agreement from the employee's manager, the employee will be reimbursed for any reasonable expenses incurred through the employee's role with the Employer, upon production of receipts. Expenses covered include any reasonable travel, accommodation, meals and other out of pocket expenses, which are determined by the employer's policies.

When the Employee is required to use their private motor vehicle for the normal conduct of business other than to travel to and from work, the employer shall reimburse the employee at the rate of 80 cents per kilometre, or higher if the employer rate increases. From [ratification date] the mileage rate be 87 cents per kilometre.

19.0 Termination

- 19.1 The employee is required to give no less than 6 weeks' written notice should the employee resign from their role with the employer. In this event, the employer can elect to have the employee work out their notice period, pay the employee in lieu of notice, or require the employee to observe all or part of their notice period away from the office. During the notice period, the employee and employer will make all reasonable efforts to ensure completion of casework and orderly handover of duties.
- 19.2 If at any time during the employee's employment with Explore, an allegation of serious misconduct is proven and there are no mitigating factors, the employee may be summarily dismissed (without notice).
- 19.3 Where appropriate, as a result of a serious misconduct allegation, the employer may suspend an employee on full pay while an investigation is carried out.
- 19.4 If the employee is absent from work for more than 3 consecutive working days without notifying their manager or People and Culture, the employee will be deemed to have abandoned their employment and will be terminated without notice. Before this is determined, the employer will make every reasonable effort to contact the employee, including sending a registered letter to the employee's last known address notifying that this clause has been invoked. This clause will not apply where through unavoidable circumstances the employee could not notify the employer of their absence.
- 19.5 Employment may be terminated if an employee is unable to undertake their duties due to medical incapacity (including injury and illness).
- 19.6 When leaving employment, the employee is required to return all company property in their possession which belongs to or came from the employer, including but 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). The employer may request the employee to provide confirmation in writing that all property has been returned, and that all other copies of any information relating to the business of the employer stored on any magnetic or optical disk or memory, and all matter derived from there which is in their possession, custody, care or control outside the premises has been irretrievably deleted.

20.0 Redundancy/Redeployment

- 20.1 If the Employee's position becomes surplus to requirements, due to a genuine redundancy situation, it will always be the desire and intent of the employer to place the Employee in another suitable position.
- 20.2 If there is no suitable position, then the following process will apply. Notice of Termination of employment due to redundancy notice will not be issued until:
- Employees who are not placed receive an individual interview in order to explore the options open to them;
 - It is clear that there are no available positions;
 - The employee has had an opportunity to comment on their options and provide input on ways to avoid the termination of their employment.

- 20.3 Voluntary redundancy will not generally be accepted, but will be considered on a case-by-case basis at the discretion of the CEO and/or GM of People and Culture.
- 20.4 An Employee Assistance Programme will be made available.
- 20.5 Where there is no opportunity for redeployment, the employer may provide CV writing, interview skills and time off for interviews, if appropriate.
- 20.6 Where a redundancy situation occurs, then wherever possible the employer will endeavour to give the Employee four weeks' notice of the redundancy.
- 20.7 In the event that the employer declares the employee redundant, the employee shall receive compensation calculated on the formula of four weeks' salary.
- 20.8 Where the position becomes redundant solely by virtue of the sale and/or transfer of all or part of the Company's business, no redundancy compensation shall be paid to the Employee if the person, company or other entity acquiring the business or part being sold or transferred:
- Offers the Employee employment in the business or the part being sold or transferred; and
 - Agrees to treat service with the employer as if it were continuous; and
 - The conditions of employment offered are no less favourable than the conditions currently held by the Employee.

21.0 Health And Safety

- 21.1 The employer and all its employees shall take all reasonable precautions for the safety and health of all Employees, patients and visitors as set out in the Health and Safety at Work Act 2015 and its Amendments. Employees who do become aware of damage or faults to equipment or the existence of other hazards that may endanger the health or safety of others shall immediately report such damage, fault or hazard to the Safety Officer and to the employer.
- 21.2 The Employee shall comply with the employer's health and safety policies and procedures at all times. The Employee acknowledges their familiarity with and acceptance of the Health and Safety at Work Act 2015 and its Amendments and agrees to take all practicable steps to ensure a safe working environment.
- 21.3 Employees' workloads will be reasonable and safe. The Employee and their manager are obliged to review workloads. If there are concerns about the workload, a meeting should be held between the employee and the Manager to discuss the concerns and agree on how any issues or challenges can be reasonably resolved. Should the matter not be resolved, escalation through a union rep and HR may be appropriate.
- 21.4 Employees will not be required to work in situations where there is a heightened personal risk or where the facilities and equipment are not appropriate.
- 21.5 Transport: employees will be provided with appropriate transport to carry out their official duties, this includes public transport, employer-provided vehicles, taxis, rental cars or reimbursement for use of personal cars as referred to in the expenses clause.
- 21.6 Behaviour Specialists will be provided with client meeting spaces that are sufficiently safe, welcoming, appropriately furnished and soundproof to enable clients to successfully engage in psychological services

- 21.7 Where an employee has concerns with client meeting spaces, facilities or equipment, they shall raise these with their employer in writing. Where possible, these concerns should be resolved promptly. However not all issues, particularly around buildings, will be able to be immediately resolved.
- 21.8 The employee is required to comply with the employer's smoking policy established in accordance with the Smoke Free Environment Act 1990 and the Smoke Free Environments Amendment Act 2003.

22.0 Refund Of Annual Practicing Certificate, Professional Memberships and Annual Fees

- 22.1 Where it is a legal requirement to practice, the employer shall reimburse the cost of the Annual Practicing Certificate. The employer shall also reimburse up to a maximum of 100% of one Professional Association fee upon production of a receipt for the coming year. For part-time employees that work in private practice (outside employment with the employer) or hold employment with a different employer, the amount reimbursed shall be pro rata according to the contracted FTE hours with the employer.

23.0 Professional Development

The employer is committed to developing the professionalism and skills of its people. This may include supports such as professional registrations, leave to enable an employee you to undertake a course of study, to complete qualifications or attend courses and seminars relevant to an employee's work.

CPD is considered an essential requirement for Behavioural Specialists to maintain currency. This is a dual responsibility between employer and employee.

In usual circumstances, CPD would be undertaken as part of normal work time and paid accordingly as agreed with their line manager.

The maximum pay per day when undertaking CPD shall not exceed the employee's ordinary hours worked during a week (Monday to Friday).

Should an employee attend approved CPD spanning a Saturday/Sunday, the employee may take TOIL as per the Hours of Work clause. The employer will ensure that applications for professional development are assessed fairly and, where limited places are available for training, decisions are made using a fair process. Applications for professional development will be considered in good faith and will be processed within 21 days, typically involving the employee, the employee's line manager and an appropriate psychological/behavioural specialist colleague. Where an application is unsuccessful, the employee shall be advised of the reasons for the application being unsuccessful and have an opportunity for the decision to be reviewed, should they request a review in writing. Where approval is declined by an employee's manager, a review may be undertaken by the review panel.

24.0 Supervision

The employer, in consultation with the professional advisor (or equivalent role), will ensure appropriate supervision is provided in relation to the employee's level of clinical specialisation and experience, developing specialist skills, dual relationships and supervisory needs.

Where appropriate the employer may provide employees with access to cultural supervision to support employees in becoming culturally competent to work with Māori.

Wherever possible, dual relationships should be avoided. The blurring of social and supervisory relationships may compromise the supervision. Overlap of line management and supervisory relationships may reduce the safety for the supervisee to acknowledge areas of difficulty.

Supervision policy at the employer is detailed in the document *Supervision Policy Final 100523*.

When external supervision is necessary to meet the above needs, appropriate authorisation for payment must be sought in advance.

Supervision relationships shall be subject to yearly reviews, and an employee has the right to seek a review of their supervision arrangements if not satisfied with them.

25.0 Superannuation

25.1 If the employee elects to join KiwiSaver, the employer will facilitate their participation in the scheme, along with making all employer contribution entitlements, as per legislative requirements. All employer contribution entitlements are paid in addition to base salary.

26.0 Indemnity

The Employer undertakes to indemnify employees for actions taken against them by persons suffering damage as a result of any acts or omissions of the employees while acting in the course of their employment and within the scope of their practice, unless such acts or omissions are attributable to willful negligence.

Where an employee, while acting in the course of their employment has a claim made against them, the employer shall provide such legal representation as is necessary.

27.0 Resolution of Employment Relations Problems

An “employment relationship problem” includes:

- (a) A personal grievance
- (b) A dispute
- (c) Any other problem relating to or arising out of the employment relationship but does not include any problem with negotiating new terms and conditions of employment.

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 is entitled to seek representation at any stage during the process. Help with an employment relations problem is available from within the workplace (employee, manager) or outside the workplace (Employment New Zealand 0800 20 90 20), or a union, an advocate or a lawyer.
- (b) If the matter is unresolved, either party is entitled to seek mediation from the Ministry of Business, Innovation and Employment’s Employment Mediation Service 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.)

A “personal grievance” includes a claim that an employee:

- (a) has been unjustifiably dismissed; or
- (b) has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
- (c) has been discriminated against in his/her employment; or
- (d) has been sexually harassed in his/her employment; or
- (e) has been racially harassed in his/her employment; or
- (f) has been subjected to duress in relation to union membership.

If the employment relationship problem is a personal grievance, the employee must raise the grievance with the employer within a period of 90 days (or 12 months for a claim of sexual harassment) beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the latter.

Where any matter comes before the Authority for determination, the Authority may 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.

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.

For more information on personal grievances refer to section 103 of the Employment Relations Act 2000.

28.0 Confidentiality

Employees shall respect the confidentiality of any information given to the Employee or otherwise obtained relating the Employer’s business. The Employee shall not, during and after employment, disclose or make use of any confidential information relating to the business of the Employer. All patient information and systems and procedures of the Employer’s business are agreed to be confidential information.

29.0 Savings

Except as specifically varied by this Agreement, and except as further varied by way of the variations clause, nothing in this Agreement shall operate so as to reduce the wages and conditions of employment applying to any employee at the date of this Agreement coming into force.

30.0 Conflict of Interest

Employees must not enter into any other agreement of employment or business interest, or set up in any business, which may conflict with their employment obligations to the employer. Where an employee feels such a conflict of interest may exist, they must seek the express agreement of the employer.

As a guide, the employer will assess the following aspects to determine the extent of a conflict of interest situation:

1. The nature of the service being engaged in by the employee; and
2. The funding entities involved; and
3. The geographical area that any such work or services may be engaged in by the employee.

Other factors unique or specific to the situation may also be considered by the employer to determine the extent of a conflict of interest situation.

During employment and for a period of 12 months after employment ends, the employee must not entice or solicit existing clients (including those that have been or are a client of the employee) away from the employer to other or new businesses.

What does APEX do?

- We negotiate **collective agreements** for employees in both the **public and private sectors**, and we enforce those agreements to ensure our members get their rightful entitlements.
- We provide members with general **employment advice**. This includes information about your employment rights under legislation and common law, your collective agreements, pay, and any disputes that may arise.
- We provide advice, support, and action with respect to **health and safety**. This includes psychological risks (e.g. bullying), physiological risks (e.g. fatigue), and physical risks (e.g. temperature in workplaces, hazardous substances, lifting, etc.).
- We support over **400 delegates** in workplaces around NZ, providing them with training and access to professional advice whenever they need it. Our delegates are readily available to you in the workplace and serve as a critical link between members and the professional advocates and staff employed by APEX.
- We produce **reports and newsletters** to keep you up to date with what's happening in your world, the wider Allied Scientific and Technical Health Practitioners space, and the broader health and industrial environments.
- APEX **monitors legislation and other policy drivers** to ensure you know what might be happening that could affect you, and to ensure you have the opportunity to have a say, if you wish.
- We provide a **public face to the media**, not just on industrial matters but also on health policy, health and safety issues, and to promote the invaluable work you perform.

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





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