



APEX PACIFIC RADIOLOGY GROUP

MEDICAL IMAGING TECHNOLOGISTS COLLECTIVE AGREEMENT

01 APRIL 2023 - 31 MARCH 2025

If you have any issues with this employment agreement including:

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

Contact your delegate or APEX

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SINGLE EMPLOYER COLLECTIVE AGREEMENT

Between



Association of Professionals and Executive Employees

&



Pacific Radiology Group Ltd

1 April 2023 - 31 March 2025

Pre-amble

This Collective Agreement has been negotiated between representatives of Pacific Radiology Group Ltd and the Association of Professionals and Executive Employees (APEX).

To support the implementation of the Agreement, meetings between the parties have been scheduled during the term of this Agreement to provide a mechanism through which to continually monitor and assess its application.

The parties enter into this Agreement in good faith and will continue to work with each other on that basis throughout the currency of this Agreement.

This Pre-amble is explanatory and does not constitute a term of the Agreement.

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Collective Employment Agreement

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

PART 1 – DUTIES, RIGHTS, AND DEFINITIONS

1. Parties

- 1.1 The parties to this Agreement are:
 - a. Pacific Radiology Group Ltd and
 - b. Association of Professionals and Executive Employees ("the union" or "APEX").

2. Coverage Clause

The terms of this Agreement apply to all New Zealand located employees of Pacific Radiology Group Ltd who are members of APEX and who are employed, or engaged to be employed as medical imaging technologist/mammographers undertaking breast screening and/or associated duties

- 2.1 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.
- 2.2 Upon acceptance of an offer of employment by a prospective employee, the employee will be provided with a copy of this Agreement, further information on joining APEX (including the contact details of APEX and the delegates) and will be provided with an active choice form that will filled out and the employer will return to APEX.

3. **Definitions**

In this agreement unless the context otherwise requires:

- "BSA qualification" means the post graduate certificate in Mammography.
- "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.
- "Day" means a 24-hour period from the normal starting time of the employer. "Calendar day" will be the 24-hour period from midnight to midnight.
- "Delegate" An elected representative of APEX members.
- "Employer" means Pacific Radiology Group Ltd
- "Employee" means staff members employed by Pacific Radiology Group Ltd under the terms of this agreement.
- "Experience" means all experience as a qualified MIT.



- "Mammographer" means an employee who has skills in mammography and works in diagnostic mammography, and is registered with the Medical Radiation Technologists Board.
- "Medical imaging technologist" is a medical imaging technologist who has passed an examination that is approved by the Medical Radiation Technologists Board as a registerable qualification.
- "Member" an employee who joins APEX and is covered by this agreement
- "Line Manager" the Manager or Supervisor with whom the employee has a direct reporting relationship with.
- "Volunteer" any employee who agrees (if requested by employer via email, phone, face to face or in a request list) to provide cover. "Week" shall be 7 consecutive days, commencing on a Monday. "Service" will mean current continuous and unbroken service with the employer.
- "A complete year of service" shall be defined as the employee's anniversary after 12 months' employment.
- "Site" refers to an employee's ordinary location of work.
- "Shift" is the employee's rostered period of work on any given day.
- "Trainee" means an MIT training in private or diagnostic.

4. Employer's Duties

The employer will:

- a. Operate people policies which are fair and transparent.
- b. Exercise good faith in all aspects of the employment relationship.
- c. Take all reasonable and practical steps to provide employees with a safe and healthy work environment.
- d. Provide the employee with good working conditions and reasonable facilities.
- e. Provide all training and instruction reasonably necessary to equip the employee for the safe, efficient and proper performance of their duties in employment.
- f. Upon termination of employment, if requested, provide a certificate to the employee, which will not be a reference, setting out the nature and period of the employee's employment.
- g. The employer recognises the right of an employee to join APEX and APEX's representation of these employees in relation to any matter involving their interests as employees. This will include the right of an employee to be represented/supported by APEX, consulting APEX where appropriate, recognising the role of delegates and enabling them to fulfil their responsibilities as delegates and facilitating the right of APEX to access the worksite and meet with APEX members in accordance with the Employment Relations Act and subsequent amendments.

5. Employees' Duties

Employees will:

a. Perform their duties with all reasonable skill and diligence.



- b. Follow all reasonable and lawful instructions of the employer.
- Exercise good faith in all aspects of the employment relationship. C.
- d. Conduct their duties in the best interests of the employer and in accordance with any reasonable and lawful policies, guidelines, or values promulgated by the Employer from time to time.
- Comply with any other reasonable duties required by the employer. e.
- f. Take all reasonable and practicable steps to contribute to the maintenance of a healthy and safe work environment.

6. **Professional Undertakings and Confidentiality**

- 6.1 Employees shall 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 without the express agreement of the employer.
- 6.2 Employees shall not engage in any work for, or in association with, any outside organisation or person, including work at public institutions and all locum work, whether performed during normal rostered periods or during leave periods, without the prior approval of the employer. This applies whether in New Zealand or overseas.
- 6.3 Employees will not at any time, including after termination of this agreement, use or allow to be used any confidential information and/or intellectual property obtained in the course of their employment for any purpose which is, or is likely to be, detrimental to the Employer's business.

7. **APEX Rights**

- 7.1 **APEX recognition** – The employer recognizes that APEX represents employees and their interests and respects the employee's right to involve APEX with any matters that arise in the course of their employment, whether that is in an advisory or a representative capacity.
- 7.2 **Rights of APEX Delegates –** For employees that are union delegates:
 - (a) Where delegates must attend to union business during their ordinary working hours (including, but not limited to, attending union meetings, disciplinary hearings, mediation, or collective bargaining), this time shall count as paid work. When needing to attend to union business, the delegate will take steps to not unreasonably disrupt PRG's business and the performance of their employment duties. Notice will be given to the employer and relevant time requirements will be defined as much as possible.
 - (b) APEX delegates shall be granted Employment Relations Education Leave (EREL) on pay annually to attend courses authorised by APEX to facilitate the employees' education and training as employee representatives in the workplace in accordance with the requirements of the Employment Relations Act and subsequent amendments. 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.



7.3 **Stop Work Meetings** – In accordance with section 26 of the Employment Relations Act 2000, the employer will allow all union member employees to attend at least 2 union meetings (each of a maximum of 2 hours' duration) in each calendar year and this time shall count as paid work. APEX will provide at least 14 days' notice of the date, time, and locale of any such meeting. The employer shall then work with APEX in a timely and constructive manner and take all practicable steps to ensure that as many union members as possible are available to attend the scheduled stop-work meeting.

8. Right to consultation on policies and guidelines

- 8.1 The employer is committed to robust consultation with employees and the union prior to implementing any substantial changes to its workplace policies and guidelines. Consultation shall involve sharing relevant information (including presenting employees with a formal proposal document), requesting feedback, and entering a dialogue around any concerns with the proposed changes.
- 8.2 The aim of consultation shall be to fully explain the proposed changes and to reach mutual agreement on all proposed changes wherever possible. To this end, the employer shall allow at least 14 calendar days for consultation. This period may be reduced to 7 calendar days in exceptional circumstances where urgency is required or may be varied by mutual agreement having regard to the scope of the proposed changes. For the purposes of this clause exceptional circumstances will be limited to occasions where a truncated consultation period is required by circumstances outside the control of either party.
- 8.3 Where mutual agreement cannot be reached following a reasonable and appropriate period of consultation, the employer reserves the right to make changes as it sees fit.

PART 2 – WORK ARRANGEMENTS

9. Location of Work

- 9.1 Employees will only be required to work at one or more of the employer's sites and they shall be mutually agreed upon before an employee commences employment.
- 9.2 The employee's site of work will be documented in an employee's cover letter.
- 9.3 Employees shall not be required to shift their site of work, except by mutual agreement between the parties. Where a request is made by the employer to change the site of work of an employee, the request will be considered, and agreement will not be unreasonably withheld.
- 9.4 Despite clauses 9.1 and 9.2, the employer may from time to time seek volunteers to provide urgent cover at another of its sites for a limited period. If there are no volunteers, then the employer may with reasonable notice require one or more employees to provide urgent cover for no longer than 5 working days. Where the site is located 15 kilometers, or more, from the location of an employee's ordinary site of work in Wellington, or 20 kilometers in Christchurch or Otago, then the employee shall receive mileage reimbursement at IRD rates and reimbursement for parking costs (upon production of receipts) and will be paid at T1 for travel time.
- 9.5 Where a mammographer is required to work on the BSA mobile screening unit, they will be reimbursed for mileage and can travel to and from the mobile during work hours.



10. Hours of Work and Rostering

- 10.1 Employees are to ordinarily work their FTE in accordance with the roster(s) of the employer, provided that daily periods of work shall be continuous (excluding meal periods and rest breaks) and shall be rostered during the employer's normal hours of business.
- 10.2 The specific hours and days that each employee works or will be rostered to work shall be mutually agreed upon before the employee commences their employment, or changed through mutual agreement after commencement, taking into consideration their personal circumstances, business needs, and all other relevant factors.
- 10.3 Employees are entitled to 2 consecutive rostered days off per week, except where otherwise mutually agreed.
- 10.4 Rosters will be notified not less than 20 working days prior to the commencement of the roster and show duties for a minimum 8-week period. Less notice may be given in exceptional circumstances.

11. Negotiation of Hours of Work

- 11.1 Both parties have the right to initiate negotiation of the employee's ordinary hours and days of work and any proposed changes must be mutually agreed upon, provided that such agreement may not be unreasonably withheld nor unduly delayed nor rushed.
- 11.2 Where the employer wishes to permanently change an employee's ordinary hours of work it must initiate negotiation in writing at least 4 weeks prior to the intended start date of any proposed changes. This notice must outline the business needs which require the changes to be made, take into account the employee's personal circumstances including, but not limited to, their transport and childcare arrangements, and inform the employee of their right to seek the advice of the union with regards to its proposals.
- 11.3 Where an agreement is reached between the parties, the employer undertakes that any changes negotiated shall take effect as soon as practicably possible.
- 11.4 Where the employer wishes to temporarily change the published rostered hours of work of an employee, the relevant manager will meet and discuss this with the employee, with the purpose of reaching mutual agreement on the proposed change. Agreement will not be unreasonably withheld.
- 11.5 Peer to peer requests for amendments to rosters, must be approved by the Line Manager responsible.
- 11.6 Notwithstanding the above an employee is also able to request a 'Flexible Working Arrangement" to vary their days, hours and location of work in accordance with Part 6AA of the Employment Relations Act 2000 and subsequent amendments.

12. Meal and Rest Breaks

12.1 Employees are entitled to meal and rest breaks in accordance with the Employment Relations Act 2000 and its amendments. The parties are committed to ensuring that employees are able to take regular rest and meal breaks where they choose to do so. Notwithstanding this commitment, employees who prefer from time to time to work through and finish early may do so, on occasion, as long as they have the employer's authorisation.



- 12.2 An employee who is rostered for a shift of more than four hours' duration is entitled to take an unpaid meal break of 30 minutes during that shift.
- 12.3 Employees are entitled to paid rest breaks of 10 minutes each for morning tea, afternoon tea, or supper, where these occur during their working hours.
- 12.4 The parties will take all reasonable and practicable steps to ensure that any meal breaks and rest breaks are evenly spread throughout the Employee's work period.
- 12.5 If an employee is infant feeding and wishes to express milk while at work, that Employee may arrange additional breaks to do so on discussion with their manager.
- 12.6 An employee unable to be relieved from work for a meal break, shall be allowed to have a meal while on duty and this period will still be regarded as work time.
- 12.7 Complimentary tea, coffee, milk, and sugar will be provided by the Employer for the Employees to enjoy during their meal breaks and rest breaks.



PART 3 - REMUNERATION AND ALLOWANCES

Mammography Pay Step Scale to apply from 3 April 2023 13.

	Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
Role	Step 1	Step 2	Step 3	Step 4	Step 5	Extension
Non- BSA Mammographer	46.95	48.26	49.56	50.87	52.17	54.78
BSA Mammographer	48.69	50.04	51.40	52.75	54.10	56.81
Senior Mammographer			52.59	53.98	55.36	58.13
Senior Mammographer – Advanced Practice		52.30		55.13		59.37
Mammography Service Lead /Deputy Charge			58.32	59.86	61.39	64.46
Charge Mammographer	58.88	60.51	62.15	63.78	65.42	68.69

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



		Training and De	velopment Zone	Competent an	d Experienced	Highly Experienced	Exceptional
Role	Definition of point in career	Step 1	Step 2	Step 3	Step 4	Step 5	Extension Zone
BSA Mammographer	Actively working in BSA as primary role	Fully supervised Positioning with another Mammographer in the room. Progressing to working alone in the mammography room, but with a Mammographer checking images before the patient leaves. Completes documentation and data input for different referral types. Completing BSA qualification Eligible for 6-month review.	Supervision still occasionally required Able to carry out some routine imaging independently. Still supervised for complex exams (e.g., implants/ surgical sites) and Radiologist lead clinics. Eligible for a review within 6 months of starting on Step 2 as per 'development Completing BSA qualification Eligible for a review within 6 months of starting on Step 2 as per 'development Completing BSA qualification Eligible for a review within 6 months of starting on Step 2	Competent Mammographe r that works independently Has completed BSA qualification. Demonstrates basic proficiency as mammographer and competent in routine imaging. Participates in the QA and QC processes with occasional assistance and supervision as required.	Competent and experienced Mammographer Demonstrates proficiency and confident in all imaging protocols and Radiologist Lead Clinics. Training commenced with interventional procedures, including hookwires along side the Radiologists. Participates in the QA/QC programs and actively problem solves issues. Knows to escalate issues to line manager/Senior QA/QC Mammographer. As above and has BSA Qualification and completes the requirements of the breast screening program	Highly Experienced Mammographe r. Able to provide oversight to staff and day to day running of a branch or site. Good knowledge of RIS and PACS systems Technically skilled. independently works alongside the Radiologist for Interventional procedures. Proficient in QA/QC work and able provide input into the Mammography protocols. Able to support other staff with QA/QC issues. Holds post graduate BSA qualification and completes the requirements of the breast screening program	Highly Experienced Mammograph er Achieves criteria for Step 5 before consideration to Extension Zone. Participates in projects or activities that support the Branch or modality Current Clinical Tutor Registered with provider and completing LEP's
Senior Mammographer Appointed Role	Experienced Mammograph er Skilled and competent in all Mammograph y imaging and QA/QC Extensive proven experience in Mammograph y and holds Post Grad Qualification in Mammograph y			Competently and regularly inputs into a mammography service at a site. Supports senior staff with their workload. Delegates tasks that help with the running of the department such as Image quality, Health and safety rep, stock control. Provides training /support to staff. Clinical Supervisor-	Taking on additional (not full) responsibility, including QC/QA, Clinical Supervision. Actively supporting the staff that oversee a required area of responsibility in a department. They do this by taking on additional tasks asked of them. In a training center- a Clinical Supervisor, registered with	Achieved an appointed role to full a position of responsibility, such as QC/QA, regional Clinical Supervisors/Edu cators. Can delegate tasks aiding area of responsibility such as monthly testing of machines, data collection for Audit purposes or training/orientating a new Mammographer.	Achieves criteria for Step 5 before consideration to Extension Zone. Undertakes projects for the Charge MRT and/or company. Provides a wider contribution to the business and local area, e.g., services to tertiary Education providers.



		Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
Role	Definition of point in career	Step 1	Step 2	Step 3	Step 4	Step 5	Extension Zone
				5active registration with Post Grad Provider. (May not have any active students) Solves basic clinical problems e.g., equipment faults Documents issues appropriately and escalates to appropriate person. Provides adaptive advice to clinical staff and clinical bookings to admin team.	Post Grad Provider, that is actively supervising multiple students. Mentor staff in departmental processes.	Has the authority to make clinical decisions that affect a site or staff- (e.g., machine needs servicing.	Achieved post grad qualification in an area relevant to mammograph y and recognised by the MRTB CPD criteria
Senior (BSA) Mammographer Advanced Practice Appointed Role	Appointed role that carries out Interventional advanced Practice. Selected by Radiologist to advance Practice.	Appointed to a Training role. Supervised. Logbook maintained. 6-month review	Appointed to a Training role. Independent practice that is still supervised in way of logbook or regular supervisor meetings. Review competence between 6months and 1 yr. after training starts.	Trained in advanced Practice. Maintaining minimum clinical hours/cases	Advanced Practitioner that has been appointed to Teach and supervises new trainees. If no new Trainees- maintains competency of the Advance practice Mammographer s with CPD opportunities and clinical support.	Appointed Technical expert. Makes Protocols for advanced practice in the modality. Is involved in research.	Achieves criteria for Step 5 before consideration to Extension Zone. Takes on more than 1 area of advanced Practice (within OR across modalities)
Mammography Service Team Lead OR Deputy Charge Mammographer of region Appointed Role	Experienced MIT Appointed role. Assists Charge MRT - Rostering, processes and procedures, quality assurance and quality control. Leading staff and assisting Lead Mammograph er in running of a department.			Experienced Mammographer who is leading staff and supporting the Charge/Lead Mammographer. Advises modality lead on operational issues- such as machine faults or scheduling issues. Assists Charge/Lead Mammographer in running of department. Able to manage staff issues in	Competent Mammographer with experience in Leading Staff Experienced team leader competently leads staff at a site that does not offer all diagnostic/ interventional procedures. Able to oversee multiple areas within department. (e.g. QA/QC/Clinical supervision.)	Proficient Mammographer competent in Leading staff Experienced deputy team leader (BSA site Change) that can competently lead staff in a department that offers a full range of diagnostic and/or assessment procedures.	Achieves criteria for Step 5 before consideration to Extension Zone. Regularly undertakes projects and/or participates in initiatives that enhance the service delivery, quality and or performance of the branch.



		Training and Development Zone		ne Competent and Experienced		Highly Experienced	Exceptional	
Role	Definition of point in career	Step 1	Step 2	Step 3	Step 4	Step 5	Extension Zone	
Charge Mammographer or BSA Service Lead May have title Mammographer team leader – reports directly to a Regional Manager or similar senior management position of a region Appointed Role	Experienced MRT/MIT Skilled in all imaging. Leadership role with direct reports and responsible for modality process and procedures	New to charge/leadershi p responsibilities - significant training/support required	New to charge/leadershi p responsibilities - some training/support required	the absence of the Charge Mammographer or if delegated by the Charge/Lead to do so. Experienced Charge competently provides oversight across the modality. Controls resourcing and all staff related issues and development. (Staff responsibility <10 approx)	Experienced Charge: effectively provides oversight across the modality, controls resourcing and all staff related issues and development. BSA monthly quality stats. Takes on additional regional responsibilities and supports the leadership team (Staff responsibility 10- 25 approx)/Across Multiple sites)	Experienced charge, Able to provide oversight to across the modality, Controls resourcing and all staff related issues & development. Able to assist with wider regional projects/initiative Support leadership team (Staff responsibility 25+ approx)/Across Multiple sites	Achieves criteria for Step 5 before consideration to Extension Zone. Regularly leads projects or initiatives that enhances service delivery or the development of the modality. Supports Operations Manager/Regi onal Manager with business- wide projects and or other initiatives that improves productivity and	

- 13.1 The employee shall be paid fortnightly on a Wednesday in arrears, after the conclusion of a pay fortnight by direct credit to the Employee's nominated bank account.
- 13.2 When payday falls on a statutory holiday, payment of salaries will be made no later than the working day immediately before the holiday.
- 13.3 Where the employer requires an employee to substantially perform the duties and carry the responsibilities of a position higher than the employee's own or where an employee is temporarily appointed to a higher position for five consecutive working days or more, the employee will receive a higher duties allowance of either 10% on the current hourly rate, the relevant pay step or 85% of the median of the band for the role in which you are taking over duties or whichever is higher.



- 13.4 Any deductions must be made in accordance with the Wages Protection Act 1983.
- 13.5 The process for step placement and progression is outlined in Appendix B.
- 13.6 For mammographers who also work in another modality the following shall apply:
 - 13.6.1 The agreed hours to be worked in each modality will be recorded in an employee's individual schedule or offer letter. Contracted hours per modality can only be changed through mutual agreement.
 - 13.6.2 If an employee is contracted to work 50% or more of their hours in mammography, they will be paid the relevant mammographer wage rate for all hours worked.
 - 13.6.3 If an employee is contracted to work less than 50% of their hours in mammography, they will be paid a split rate for work in mammography and in any other modality.
 - 13.6.4 The employee will be rostered to work according to their agreed contracted hours for each modality.
 - 13.6.5 Minimum payment will be for contracted hours (ie if the employee is contracted to work 40 hours and they are .5 mammographer and .5 general Xray /MIT, then minimum payment will be for 40 hours at mammographer rate. This provision will not apply if an employee does not work their contracted hours in mammography because they are not available to work or turns down offered shifts, in this case they will be paid at the mammography only for mammography hours worked.
 - 13.6.6 If at the request of their manager, an employee works more than their contracted hours in a modality that has a higher hourly rate, they will be paid for these hours at that higher rate. This will not apply though, if they work more hours in modality that has a lesser rate (ie they can't be paid less than contracted hours in both modalities).
 - 13.6.7 If rostered to work in a modality and requested to work in another modality for 30 minutes or more, that has a higher rate, they will be paid at the higher rate for a minimum of one hour. (I.e., if they are asked to work for 30 minutes, then payment will be for the 1 hour at the higher rate. It will be the responsibility of the employee to update their time sheets so this can be actioned by pay roll. An employee cannot claim twice for the same hour.
 - 13.6.8 The wage rate for working in general x-ray will be in accordance with the employer's remuneration MRT framework that applies to employees engaged on IEAs. For reference purposes only the MIT /MRT renumeration table is attached as Appendix C. This does not form part of the Collective Agreement.
 - 13.6.9 The wage rate for working in CT will be in accordance with the employer's remuneration framework that applies to employees engaged on IEAs. For reference purposes only the CT renumeration table is attached as Appendix D. This does not form part of the Collective Agreement.

14. Allowances

- 14.1 Where an employee becomes eligible under this agreement or under the employer's workplace policies for an additional allowance or allowances, any such allowances shall be paid to the employee in their next fortnightly pay.
- 14.2 Allowances and the applicable rates are listed in Appendix A.



Allowances subject to change – Where the employer promulgates a workplace policy which entitles employees to be paid an allowance additional to; or identical to but greater than; those provided for in this agreement, the employee shall be entitled to the additional or greater allowance. Greater amounts will be payable in substitution for the corresponding allowance under this agreement and additional allowances shall be paid without prejudice to any of the allowances provided for under this agreement.

15. **Penal Time and Overtime**

- 15.1 Overtime at T1.5 will be paid where an employee works over their regional rostered hours on any workday being 7 hours,7.5 or 8 hours and/or T1.5 after 35, 37.5 hours or 40 hours of work
- 15.2 Overtime is applicable where you are requested to work on a Saturday or Sunday, where the hours to be worked are additional to your normal working hours for the week. In this instance you will be paid for the first three hours worked at the rate of ordinary time plus 50% (T1.5) and all subsequent hours at the rate of ordinary time plus 100% (T2). Employees who are employed and normally rostered to work Saturday or Sunday as a normal working day, do not qualify for overtime on that day, unless the employee works more than 8 hours on the day, or the employees rostered shift (whichever is the greater).
 - Should PRG Company Policy change to remunerate weekend overtime at a higher rate than what is dictated above, then that shall apply.
- 15.3 An employee who works on a weekend as a rostered normal day of work, will be paid T1.5 for the rostered hours worked.
- 15.4 Overtime or additional shift allowances and penal time shall not be paid in respect of the same hours.
- 15.5 Where the employee works 4 or more consecutive hours of overtime on any given day, a 'Long Day' meal allowance as set out in Appendix A will also be payable.
- 15.6 Where the employee is owed payable overtime, the parties may mutually agree for the employee to take time off in lieu and have that time deducted from their payable overtime at T1.

16. Call Backs and On Call Allowance

- 16.1 Where the employee is required to be 'on call' they will be paid an on call allowance as set out in Appendix A.
- 16.2 Where the employee is called back to work after completing their day's work or after having left their place of employment, the employee will be paid a minimum call back allowance as set out in Appendix A for the first two hours of any call back.
- 16.3 Where the employee spends more than two hours on site during a single call back, they shall be paid an additional call back allowance as set out in Appendix A.
- 16.4 Where a subsequent call back occurs within the initial two hour period, payment of the additional call back allowance shall continue until the employee returns to the place from which they were called or their residence. If a subsequent call-back occurs after the initial two hour period then a new call back commences and an additional minimum call back allowance will be payable.



- 16.5 For the purposes of calculating the length of the call-back, travelling time from the place of call to the place of duty and return to the place of call or residence will be included in addition to actual time worked.
- 16.6 Actual and reasonable travel costs (mileage) will be reimbursed in respect to the call-back at least at the rates promulgated by the IRD for self-employed people and employees.

17. Wardrobe Allowance

- 17.1 The employee agrees to follow the employer's Wardrobe Policy and wear the company uniform for their position if required to do so. The employee is to wear their uniform at all relevant times during the performance of their duties and ensure that they maintain an appropriate and professional standard of dress at work.
- 17.2 The employer will pay the employee Wardrobe allowance in accordance with Appendix A, which the employee shall use to purchase their workwear.

18. Study Assistance and Study Leave

- 18.1 Study days must be discussed and agreed with the Employee's manager in advance
- 18.2 The employer recognizes the value of continuous education and development for both assisting personal career development and contributing to the employer's objectives.
- 18.3 Employees with at least 12 months continuous service are eligible for up to 3 days of paid study leave per calendar year, subject to final approval from the employer. Accumulation of the annual allocation is to a maximum of three years.
- 18.4 Eligible employees may also apply in advance for additional unpaid study leave and for financial assistance towards the costs of course fees, exam fees, text books, and any other relevant costs required to successfully complete an approved course of study, all of which shall be made available at the employer's discretion.
- 18.5 Employees must seek confirmation from their line manager that their intended course of study is relevant to the employer's business requirements before they submit a formal application for study assistance, paid study leave, or unpaid study leave.
- 18.6 A formal application can be submitted via email and must include: details of the course, degree, or program being studied towards and its relevance to the employer's business requirements; the anticipated dates of any on-site study days, including any on-site seminars, exams, etc.; and a letter of approval from their line manager, including any additional comments made in support of the application.
- 18.7 Once a formal application for paid study leave containing the appropriate information has been made, the employer must not unreasonably withhold nor unduly delay its approval of the application.
- 18.8 Once a formal application for financial study assistance or unpaid study leave containing the appropriate information has been made, the employer must reach its decision and notify the applicant without undue delay whether their application has been approved in full, approved in part, or declined in full.



- 18.9 Any approved financial study assistance will be paid as reimbursement upon successful completion of the relevant course of study and presentation of relevant receipts.
- 18.10 Where an employee fails to complete an approved course of study, the employee must reimburse the employer the cost of any fees paid for by the employer.
- 18.11 Where a departing employee is enrolled in a course which has been paid for by the employer at the time their employment ends, they must reimburse the employer its contribution towards the costs of any remaining study. This does not apply to employees who are made redundant, retire on medical grounds, or pass away.
- 18.12 Study leave and financial study assistance cannot be transferred or converted into any other type of leave or payment.
- 18.12 Clinical Students and trainees are entitled to one day's paid study leave for each paper they are enrolled in as part of their clinical student trainee position.
- 18.13 When clinical students and trainees attend lectures, exams, or other activities that are required and fall within normal hours of work, this will be paid at T1. When they fall outside of normal hours of work this will be unpaid.

19. Reimbursement of Employment Related Expenses

- 19.1 Where an employee:
 - a. Is required by law to hold an Annual Practicing Certificate in order to practice with the Employer;
 - Is enrolled in a continuing professional development program;
 - c. Has membership of their relevant Professional Society;

The cost/fees ("the costs") of the above shall be met by the Employer.

- 19.2 Where an employee works exclusively for the employer, the employer will reimburse the costs upon proof of receipt.
- 19.3 Where an employee does not work exclusively for the employer, the employer will reimburse the costs upon proof of receipt on a pro-rata basis calculated on the number of hours usually worked by the employee relative to the full time equivalent.
- 19.4 Where an employee is required by the employer to travel and stay away from their base city or town they may claim reimbursement of their accommodation costs on an actual and reasonable basis on presentation of receipts. In addition, the employee shall be paid a non-taxable "overnight" allowance to cover incidental costs including meals for each night they are away. The allowance will be paid to the employee at the rate set out in Appendix A.
- 19.5 Pursuant to clause 9.4, where the employee is required by the employer to travel to perform a duty outside of their base city or town, a taxable "day away" allowance may be claimed to cover incidental costs. The allowance will be paid to the employee at the rate set out in Appendix A.

Employees who are instructed by the employer to use their private motor vehicle on Pacific Radiology Group business will be paid a motor vehicle allowance in accordance with Pacific Radiology Group's Travel Policy at the rate set from time to time by the Inland Revenue Department (IRD).



20. Continuing Professional Development

- 20.1 Employees are expected to participate in a wide range of Continuing Professional Development (CPD) opportunities. These may include, but are not limited to, attendance at regional continuing education programmes; contributing to additional research; national and international conferences; workshop attendance; presentation and lecture attendance; webinars; text book based reading and research.
- 20.2 Employees should express their interest in attending CPD activities via their Line, Branch or Regional Manager for approval. This should align with both their professional association requirements as well as any identified training requirements. Expressions of interest should include the time required to complete CPD as well as the estimated cost to the employer including any required travel and accommodation.
- 20.3 An allocation of CPD is available per the following table (pro-rata for part time employees who work less than 0.6 FTE) Accumulation of the annual allocation is to a maximum of three years.

Primary Role	Annual Allocation			
Mammographer	\$1,000 +GST			

- 20.4 The CPD allocation does not need to be used for compulsory training requested by Pacific Radiology; such as First Aid, Emergency Response and CPR. BSA requirements are also additional to CPD allocation and leave provisions.
- 20.5 Unused CPD funding is not payable upon the ending of your employment with Pacific Radiology. Negative balances may be deducted from your final pay.
- 20.6 Employees can avail a maximum of 3 days CPD leave per year and CPD will be paid at normal (T1) rates or assigned time in lieu (at the discretion of the Regional Manager) covering the time of the actual CPD activity. Accumulation of the annual allocation is to a maximum of three years.
- 20.7 Employees travelling for the purpose of CPD are entitled to utilize their CPD allocation to reimburse actual and reasonable travel and accommodation costs, subject to the applicable CPD Policy of the employer as updated from time to time. Parking and travel to CPD activities within an employee's home region will not be compensated.
- 20.8 Where reimbursement is paid under this clause and the employer's CPD Policy, the ordinary travel and meal allowances under Schedule will not apply.
- 20.9 CPD funding is not available to those employed in student positions given training support is provided through other means.

21. Health Insurance

- 21.1 The Employer agrees to provide all employees service with health insurance, subject to clause 21.2.
- 21.2 The obligation under clause 21.1 applies, provided that the following requirements are met:
 - a. The employee is a permanent employee.



- b. If an employee loses their eligibility under this clause the employer will offer the employee the option of taking over the policy in their own right. If they decline, the policy will be allowed to lapse effective from its next premium payment.
- c. Employees with employer-provided health insurance shall have the option, wherever possible, to enhance their cover at their own cost.
- d. The Employer has the absolute discretion to determine the level of cover that it will provide but must provide the same level of cover to all its employees under this agreement. This is currently the Southern Cross Wellbeing Two Plan.

22. Legal Liability

- 22.1 The employer undertakes to indemnify employees against actions taken against them as a result of damage suffered by any person as a result of acts or omissions made by the employee while acting in the course of their employment.
- 22.2 To avoid doubt, indemnity will not extend to the acts and omissions of employees outside the course and scope of their employment with the employer.

PART 4 – PUBLIC HOLIDAYS AND LEAVE ENTITLEMENTS

23. Public Holidays

- 23.1 The Employee is entitled to public holidays in accordance with the Holidays Act 2003.
- 23.2 The following days are recognised as statutory (or public) holidays: New Year's Day, and the following day, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, Matariki, the Anniversary Day observance in each province, the birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day.
- 23.3 Where employee does not work Where a public holiday falls on a day that would otherwise be a working day for the Employee, and the Employee does not work on that day, the employee will be paid their relevant daily pay as determined in accordance with the Holidays Act 2003 for that day.
- 23.4 Where employee works Any authorized work performed on a Public Holiday will be paid at 2T, for a minimum of 4 hours, plus one paid day off in lieu at the Employee's ordinary rate of pay which is to be taken on a date agreed between the parties. This sub-clause applies to both the statutory day and the day upon which the holiday is actually observed and 'work' for the purposes of this sub-clause includes being on call.

24. Annual Leave

24.1 The employee shall be entitled to paid annual leave on the following basis and in accordance with the Holidays Act 2003 ("the Holidays Act"), except where the terms of this collective agreement are more generous:



- a. after 12 months consecutive employment with the employer the employee shall be entitled to 5 weeks annual leave for that year, and to 5 weeks for each subsequent period of 12 months continuous employment.
- b. annual leave may, with the agreement of the employer, be taken in advance;
- c. the employee shall, if they so elect, be provided with an opportunity to take at least two consecutive weeks of their annual leave entitlement;
- d. the time for taking annual leave may be agreed between the employer and employee and the employer must not unreasonably withhold consent to the timing proposed by the employee. However, the employer's policy is that all annual leave should be taken as soon as practicable upon completion of 12 months continuous employment and thereafter at the yearly anniversary likewise.
- e. one weeks' annual leave per year for a maximum of four consecutive years may accumulate. In the event of the accumulation of leave beyond the maximum permitted the employer may direct the time and place for the taking of that leave at their discretion.
- f. failing agreement and after consultation with the employee, the employer may require the employee to take annual leave by providing at least 14 days' notice to the employee directing that annual leave be taken commencing on a particular date;
- g. the employer may close down all or part of its operations regularly once a year and require the employee to take leave during the period of the close down, even where this requires the employee to take leave for which they are not fully reimbursed. The employer shall provide the employee with at least 14 days' notice of the close down;
- h. the employee agrees that payment for annual leave shall be made on the regular pay dates.

25. Long Service Leave

The entitlements to long service leave are as follows:

- When the accumulated duration of your employment reaches ten years, one week of additional leave will be provided as a 'one-off' entitlement.
- At 20 years, 30 years, 40 years and 50 years accumulated employment, two weeks' additional leave will be provided as "one-off" entitlements.

Long service leave will be paid based on contracted hours of work at the time the leave is taken. Long service leave must be taken within 24 months of receiving the entitlement, or it will be forfeited. Long service leave must be taken before annual leave entitlements, or you may request for it to be 'Cashed up'.

25.1 Periods of extended unpaid leave (except parental leave) will not constitute an interruption in continuous service but will result in a corresponding extension to the time required to accumulate the necessary service.



26. Sick Leave

- 26.1 The Employee shall be entitled to 10 days sick leave in respect of each 12 month period of continuous service. Sick leave entitlements can accumulate from year to year up to a maximum entitlement of 30 days.
- Where an employee needs to attend a medical appointment (which may include a doctor, dentist, physiotherapist or similar professional) they should make reasonable endeavours to arrange such appointments outside of their ordinary working hour. However, employees may present proof of their planned medical appointments to the employer and reasonable time off on pay may be approved which will not be deducted from any leave entitlement.
- 26.3 On a case by case basis and by agreement between the Employer and Employee, sick leave may be taken in advance of entitlement, but will be deducted from the entitlement upon accrual.
- 26.4 The Employee must notify the Employer of their intention to take sick or leave prior to start of work on the day leave is to be taken, or if it is not practicable to notify prior to work, then as early as possible after that time.
- 26.5 Where the Employee has taken sick leave because of an illness which has lasted at least three consecutive calendar days, the Employer shall be entitled to require a medical certificate relating to the reason for the absence at the employee's cost. The Employee may also provide a letter from a practitioner who is registered under the Health Practitioners Competence Assurance Act 2003.
- 26.6 Where the Employee has taken sick leave because of an illness which has lasted less than three consecutive calendar days, the Employer shall be entitled to require a medical certificate relating to the reason for the absence if the Employer:
 - a. has reasonable grounds to suspect that the sick leave being taken by the Employee is not genuine because there are no grounds for sick leave under clause 26.4; and
 - b. informs the Employee, as early as possible after forming the suspicion that leave being taken is not genuine, that the proof is required; and
 - c. agrees to meet the Employee's reasonable expenses in obtaining the proof.
- 26.7 If the Employee is in receipt of weekly compensation under the Injury Prevention, Rehabilitation, and Compensation Act 2001, the Employer will be paid full salary for the first week, which will not be debited against sick leave. For subsequent weeks, at the Employee's request, the employer shall pay the difference between that compensation and the Employee's ordinary weekly pay. In this event, the Employer may deduct one day from the Employee's current sick leave entitlement for every five whole days that the Employer makes that payment. Once the leave is exhausted the employer will cease to top up.

27. Domestic Leave

- 27.1 Employees are entitled to up to 5 days domestic leave per year pro-rated to FTE, which is non-accumulative and not to be deducted from sick leave entitlements.
- 27.2 Domestic leave is claimable where the employee needs to be absent from work to attend to a dependent that has become reliant on them through illness, incapacity, or due to a domestic emergency. Specifically, a dependent means a member of your immediate family or household, your partner, your parents, or partner's parents, or any other person who is wholly dependent on your care.



27.3 The employee must notify the employer of their intention to take domestic leave prior to start of work on the day leave is to be taken, or if it is not practicable to notify prior to work, then as early as possible after that time.

28. Bereavement/Tangihanga Leave

- 28.1 The employee is entitled to take up to 5 days bereavement or tangihanga leave where the bereavement results from the death of their partner, parent, child, sibling, grandparent, grandchild, partner's parent. Details of the use of this leave are found in the Leave Policy.
- 28.2 The employee is entitled to take up to 5 days bereavement leave if they have a miscarriage, stillbirth or termination.
- 28.3 The employee is entitled to take up to 5 days bereavement leave if another person has a miscarriage, stillbirth or termination and the employee is:
 - a. The person's partner.
 - b. The partner's former partner and would have been the biological parent.
 - c. The agreed primary carer (e.g., through a formal adoption or whangai arrangement).
 - d. The partner of a person who had agreed to be the primary carer.
- 28.4 The employee is entitled to 1 days' bereavement leave where the bereavement results from the death of another person, but only by agreement with the employer, where the following factors will be considered:
 - a. The closeness of the relationship or association between the employee and the deceased.
 - b. Whether the employee may have any responsibility for arrangements for the ceremony.
 - c. Any cultural responsibilities the employee may have in relation to the death.
- 28.5 The employee must notify the employer of an intention to take bereavement/tangihanga leave prior to the start of work on the day leave is to be taken, or if it is not practicable to notify prior to work, then as soon as possible after that time.
- 28.6 If the employee suffers more than one bereavement, the employee may take the relevant leave entitlement in respect of each bereavement.
- 28.7 If the employee is required, or has agreed to work a Public Holiday, but does not work that day due to suffering bereavement from the death of any person the employee shall be paid their relevant daily pay as if the employee had not worked the Public Holiday (and is therefore not entitled to a paid day in lieu) and the leave shall not be treated as bereavement/tangihanga leave.

29. Support for Victims of Family Violence

- 29.1 The parties recognise that domestic violence may impact on an employee's attendance or performance at work and that it is therefore a workplace issue.
- 29.2 'Domestic violence' is defined as per section2 of the Domestic Violence Act 1995 and includes physical, sexual, and psychological abuse, as well as causing or allowing a child to see or hear such abuse or to be put at real risk of seeing or hearing such abuse.



- 29.3 The Employer agrees to support all employees affected by domestic violence and to treat any personal discussions about domestic violence with the utmost discretion and confidentiality. To this end:
 - a. The employer will not keep records, whether on the employee's personnel file or anywhere else, of any personal information or discussions concerning family violence without the express agreement of the affected employee.
 - b. The employer will under no circumstances treat any employee adversely in their employment on the grounds that they are, or are suspected to be, a person affected by domestic violence.
- 29.4 Employees affected by domestic violence shall be entitled (after six months continuous service) up to 10 days of paid leave per year, in order to deal with the effects of domestic violence upon themselves or upon any child or children ordinarily or periodically resident with them. This leave extends to attending any related medical appointments or legal proceedings, urgent relocating, and other activities related to dealing with the effects of domestic violence.
- 29.5 Leave under this clause is non-accumulative from year to year, is granted in addition to, and not to be deducted from, any other leave entitlements, may be taken without prior approval and may be taken as consecutive or single days, or as fractions of days.
- 29.6 Employees affected by domestic violence may urgently request a variation to their working arrangements to support them in safety planning and avoiding ongoing harassing contact. The Employer shall act with urgency to approve any reasonable requests from affected Employees for:
 - a. Changes to their span or pattern of working hours, location of work, or duties;
 - b. Changes to their work telephone number or email address; and
 - c. Any other appropriate measure, including those available to Employees under existing provisions for flexible work arrangements.
- 29.7 Employees who are supporting a person affected by domestic violence may take paid domestic leave to accompany that affected person to any court proceedings or medical appointments, or to look after any children who are ordinarily or periodically resident with the affected person.
- 29.8 The employer may request proof of domestic violence in the form of a document from the Police, a health professional, or a family violence support service.
- 29.9 Employees may raise a dispute if they believe that the employer has unreasonably refused a request made under these provisions and must do so within six months.

30. Parental Leave

- 30.1 Parental Leave will be granted in accordance with the Parental Leave and Employment Protection Act 1987 and the employer's Parental Leave guidelines.
- 30.2 The partner of the primary caregiver shall be granted paid leave of up to two weeks. This leave shall be continuous and needs to be taken within a period of 3 weeks prior to the expected birth or adoption and ending 3 weeks after the actual birth date or adoption.
- 30.3. Employees returning from parental leave and then taking periods of annual leave will be paid their annual leave at an hourly rate calculated from their average weekly earnings from the previous 12



months, average weekly earnings from the previous 4 weeks or their current hourly rate, whichever is higher at the time of taking annual leave.

31. Court attendance and military service leave

- 31.1 Where the employee is required to attend a court or tribunal on jury service, as a subpoenaed witness, or on matters connected with their employment, any such attendance will be granted as paid leave. The employee must pass on any fees (excluding reimbursements) paid to them in relation to their attendance to the employer.
- 31.2 Paid leave for military service will be provided under the Volunteers Employment Protection Act 1973. The employee must pass on any fees (excluding reimbursements) paid to them in relation to their attendance to the employer.

32. Leave requests to be dealt with promptly

- 32.1 The employer is committed to responding to all requests for leave under this collective agreement in a prompt manner.
- 32.2 The employer shall respond to any request for annual leave within 20 working days of receipt, either approving or declining the request.

PART 5 – TERMINATION AND REDUNDANCY

33. **Termination of Employment**

- 33.1 Each party must provide at least 4 weeks' written notice of termination of employment.
- 33.2 Unless the parties mutually agree to reduce the required notice period, where either party provides less than 4 weeks' written notice, the outstanding period shall be paid or deducted from the employee's payable salary, as appropriate.
- 33.3 Where written notice to terminate has been served by either party the employer does not require the employee to work out their period of notice, the employer may 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.
- 33.4 The employee will be deemed to have terminated employment without notice if the employee is absent from work for a continuous period of 3 working days without notifying the employer. This sub-clause will not apply where the employee unavoidably could not notify the employer of their absence.
- 33.5 Before determining that the employee has terminated their employment without notice under subclause 33.4, the employer will make every reasonable effort to contact the Employee, including making phone calls and sending a registered letter to their last known address notifying them that this sub-clause has been invoked.
- 33.6 Nothing in this agreement shall void the employer's right to dismiss the employee without notice or with reduced notice in instances of serious misconduct, significant and sustained misconduct, or other reasonable cause justifying summary dismissal.



34. Termination on Medical Grounds

- 34.1 The employer may terminate the employee's employment if either:
 - (a) The employee has been unable to carry out their duties for a total of 3 months (or 95 days) in any 12 month period due to any mental or physical illness or incapacity;

Or

- (b) Following an assessment by a medical practitioner, the prognosis is that the employee will be unable to carry out their duties for a total of 3 months in any future 12 month period due to any mental or physical illness or incapacity.
- 34.2 Where the employer considers termination on medical grounds, the employer must consult with the employee and make enquiries as to the nature of their mental or physical illness or incapacity before reaching their decision.
- 34.3 Where considering termination under sub-clause 34.1(b), the employer must request that the employee consent to an assessment by a registered medical practitioner at their own expense to establish the relevant prognosis. This requirement does not apply if the employee has already provided the employer with a formal prognosis which satisfies sub-clause 34.1(b) at the time of the employer's consideration.
- Where the employer terminates the employee's employment under this clause, they must serve the employee with four weeks' notice.

35. Employee Protection Provision

- 35.1 The following clauses are to be read in accordance with Part 6A, Subpart 2 of the Employment Relations Act 2000 ("the Act"). "Restructuring" and other defined terms, including "new Employer" have the meaning given to them in section 69B of the Act.
- 35.2 In the case of restructuring, the Employee is not a "specified employee" under Part 6A, Subpart 1 of the Employment Relations Act 2000 but is an "affected employee" under Part 6A; Subpart 3 of the Act and the employer will follow the processes set out in clauses 35.3-35.7.
- 35.3 The employer will consult with the employee regarding the Restructuring and allow the employee to comment on the Restructuring at the first opportunity the employer has to do so without unreasonably prejudicing the commercial position of the employer.
- 35.4 The employer will use reasonable endeavours to ensure that a provision dealing with whether the employee will have the option to transfer, whether the same terms and conditions will apply, and the date any transfer is to occur, will be included in the agreement between the employer and the new employer providing for the Restructuring.
- 35.5 If suitable alternative or continuing employment cannot be arranged, the employee shall be given written notice not less than four (4) weeks prior to the intended date of termination. In this instance the redundancy clause entitlements outlined at 32.2 will be applicable. The employer may, at their discretion, give four (4) week's pay in lieu of notice.
- Where there is an unconditional agreement relating to the Restructuring between the new employer and the employer, which provides that the employee may transfer to the new employer, the employer will notify the employee in writing of the option to transfer.



- 35.7 Where the employee:
 - a. is offered the option of transferring to the new employer on substantially the same terms and conditions; and
 - b. chooses not to transfer to the new employer;

the employee is not entitled to any redundancy compensation.

36. **Redundancy**

- 36.1 If the employer considers the employee may become redundant, the employer will:
 - a. consult the employee a reasonable time in advance if possible; and
 - b. discuss the reasons for the proposed redundancy; and
 - c. the reasons for selecting the employee; and
 - d. give the employee an opportunity to discuss any alternatives the employee believes exist although the employer is not required to accept them.
- 36.2 If after following the process set out in clause 36.1 the employee's position is to be made redundant, the employer will:
 - a. discuss possible redeployment (if any exist);
 - b. assist the employee, if requested, in registering with The Department for Work and Income New Zealand and/or an employment service and will allow the employee reasonable time to attend employment interviews during the notice period;
 - c. provide counselling if necessary, to assist the employee.
 - d. provide the employee with a minimum payment equal to 4 weeks' normal (base) pay and an additional one weeks' pay for every complete year of service up to a maximum of 12 years. A complete year of service falls on an employee's anniversary of employment.

No further redundancy entitlements will be payable by way of damages or compensation.



PART 6 - OTHER PROVISIONS

37. Employment problems

At the first instance, the parties should raise any employment problem (personal grievances, disputes, etc.) with their counter-party. The formal procedure for settlement of personal grievances and disputes shall be as set out in the Employment Relations Act 2000. All employees have the right to seek the union's advice, assistance, and representation with respect to any employment issue which may arise during the course of their employment.

38. Variation of Agreement

This Agreement or any part may be varied during its currency by mutual agreement between the union and the employer and recorded in writing.

Should there be a relevant significant event APEX may expire the collective with 30 days' notice.

39. **Term**

This Agreement commences on 1 April 2023, and expires on 31 March 2025, which is also subject to a contingency expiry arrangement set out below:

Pacific Radiology and APEX have agreed to a remuneration review to discuss the remuneration increases for April 2024, with completion of that work by 31 March 2024 to go out to members for ratification.

If no agreement is reached by 31 March 2024, there is an event-based expiry of the Collective Agreement being 31 March 2024.

If agreement is reached, a ratification process will be undertaken by APEX to vary the Collective Agreement and the new remuneration rates will apply from 1 April 2024. If this is not ratified by APEX members the Collective Agreement will expire on 31 March 2024.



Signed by authorised representative of PACIFIC RADIOLOGY GROUP LIMITED —	Amy Wilson Chief Human Resources Manager
Signed by authorised representative of APEX	

APPENDIX A

Work Allowances – effective from 3 April 2023

Description	Value
Overnight Allowance	\$100 for the first night away; \$75 for each subsequent night away (non-taxable) (current practice). An additional overnight meal allowance of \$75 per night (non-taxable) shall also be paid for each night away.
Wardrobe Credit	\$600 upon commencement for employees who work 23 hours or more per week; \$400 upon commencement for employees who work less than 23 hours per week; \$350 and \$250 p.a. respectively thereafter. (non-taxable) Casuals \$200 on commencement and \$100 pa after that.
Maternity Wardrobe Credit	\$200 for those requiring maternity items due to pregnancy (non-taxable)

	Applies to	Definition	Amount	Taxable or Non- Taxable
On Call	Those rostered 'on- call'	Paid irrespective of whether required to attend on site or not as a recognition for employees having to restrict their plans due to being on call.	\$100 per weeknight. \$130 per weekend night. \$175 per public holiday.	Taxable
Second on call MIT	Those MITs who are 'second on- call'	Imaging staff may be required to be on call to assist the first on call staff member, should the urgency, work volume, or theatre requirements mean a second MIT may need to be called in to work to ensure that the imaging is completed in a timely manner. Staff are paid the full on-call allowance if the second on call requirement is beyond 12 hours.	\$50 if hours as second on-call is 6 hours or less. \$80 if the second on-call requirement is 6-12 hours.	Taxable
Call In	Those either rostered 'on-call' or who have responded to a call-in request	Paid in addition to the on-call allowance when called in. Even if you are not rostered on call, you will receive the relevant on-call amount. This allowance incorporates your hourly rate – no additional time can be claimed. Time is onsite (not travel time).	\$150 for a 2-hr work window. \$75 per hour thereafter spent onsite.	Taxable
Meal Allowance : 'Long Day'	Employees below Regional Manager / General Manager (or equivalent).	Paid where daily overtime is worked	\$25 per shift	Non-Taxable
Late shift	Work on a weekday shift that is scheduled to finish after 8pm. Paid to clinical or non-clinical staff who work a shift rostered to finish later than 8pm. Notes: Ordinary time is paid at the same time as this allowance. No overtime or other allowances are payable at the same time as this allowance.		\$70 per late shift	Taxable
Mobile Unit Allowance	Work on the mobile unit	Payment for a mammographer when working on the mobile unit.	\$40 a day	Taxable



APPENDIX B

Pay Step Placement and Progression

Placement on the salary steps will recognise the current experience of the employee, qualifications, capabilities, skills, duties, and responsibilities of the employee. Criteria for progression is clearly defined for each step. This will be applied consistently and transparently between employees.

Progression through the salary steps will occur from:

- either the date an employee attains the required qualification and /or performs the duties, skills, and responsibilities of the pay step; or
- from the date an employee's step placement and progression is reviewed.

Step progression reviews will be scheduled to occur:

- as and when required if in training.
- six monthly if you are in the developmental stage.
- Annually if in the experienced stage.

If an employee disagrees with their step placement, they can request that the outcome or placement be reviewed at any time. The process for an outcome review is detailed below:

- The employee should raise their concerns in writing (by email) with their manager, stating why they
 believe the step placement is not correct and providing any relevant evidence. The employee can
 copy their APEX advocate and delegate into this email, and they will be included in all
 correspondence hence forth.
- 2. The manager will, within a week, respond in writing letting the employee know if they are upholding their placement or agreeing with the request to change the step placement. If the step placement changes, the new wage rate will apply from the date it was first raised (the date of email sent in step 1). If the decision is to uphold the current placement, the reasons for this will be clearly outlined.
- 3. If the staff member is not satisfied with their manager's decision, they should raise their concerns in writing with their General Manager stating why they believe the step placement is not correct and providing any relevant evidence, including the decision from step 2. The employee can copy their APEX advocate and delegate into this email, and they will be included in all correspondence hence forth. Alternatively, they can request that their APEX Advocate represent them on the matter and email the Manager on their behalf.
- 4. The General Manager will respond in writing, within a week, letting the employee know if they are upholding their current placement or changing the renumeration outcome/step placement. If the employee step placement changes, the new wage rate will apply from the date it was first raised. If the decision is to uphold the current placement, the reasons for this will be clearly outlined.
- 5. If the staff member is not satisfied with their manager's decision, they should raise their concerns in writing with their Chief HR Officer, stating why they believe the step placement is not correct and providing any relevant evidence including the decision from step 4. The employee can copy their APEX advocate and delegate into this email, and they will be included in all correspondence hence forth. Alternatively, they can request that their APEX Advocate represent them on the matter and email the Chief HR Officer on their behalf.



6. The Chief HR Officer will respond in writing letting the staff member know if they are upholding their step placement or agreeing with the request to change the step. The reasons for this will be clearly outlined. This will be considered as PRGs final decision. The employee can though discuss the outcome with their APEX Advocate, and they will advise what other recourses or options are available. This may include formalising a personal grievance and/or requesting mediation with the Ministry of Business Innovation and Employment (MBIE).

APPENDIX C

MIT /MRT Renumeration / Pay Steps

	Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
	Step 1	Step 2	Step 3	Step 4	Step 5	Extension
MRT	43.47	44.68	45.89	47.09	48.30	50.72
Senior MRT		48.29	49.59	50.90	52.20	54.81
MRT Service Lead/Deputy						
Charge		51.64	53.04	54.43	55.83	58.62
Charge MRT		56.28	57.80	59.32	60.84	63.88
DEXA Technologist (non-MRT)		35.66	36.62	37.59	38.55	40.48
Lead DEXA Technologist (non-MRT)		39.86	40.94	42.01	43.09	45.24

		Training and Development		Competent and	I Experienced	Highly Experienced	Exceptional
Role	Definition of point in career	Step 1	Step 2	Step 3	Step 4	Step 5	Extension
DEXA Technologist	DEXA Tech in training or independent DEXA Tech		In training to become a DEXA tech *Eligible to move to step 3 at completion of training	Completed DEXA training. Able to do QA, understand & interpret it with minimal assistance. Is enrolled in DEXA course. Able to provide service with minimal support.	Independent DEXA tech. Able to manage the service without support, manages machine faults and provides excellent patient care. Completed DEXA training course.	Able to provide support/training for new staff.	Meets the criteria of Step 5 before consideration of the Extension Zone. Problem solving with QA. Regularly acting in 2IC role to lead DEXA as approved by RM/GM
Lead DEXA Appointed Role	Experience DEXA Tech who has moved to lead role		New to lead role. Able to provide support/training for new staff. Requires support and some training in leadership.	Independent DEXA lead. Able to manage own workload and those of others. Able to support and train new DEXA Staff. Ensures QA is completed correctly and actioned if required. Manages manuals and resources.	Independent and proficient DEXA lead. Is a mentor and coach to more junior/less experienced DEXA techs. Ensures QA and machine maintenance is completed correctly and is actioned if incorrect. Undertaking audits, providing CPD activities.	Experienced and proficient DEXA lead. Able to support management projects and tasks. Ensure audits are completed. manages protocols for machines and staff. Supports new technology and process improvements ensuring staff are trained and competent.	Meets the requirements of Step 5 before consideration of the Extension Zone. Consistently undertakes additional leadership or managerial functions beyond the core requirements of the job.



		Training and Development		Competent and	I Experienced	Highly Experienced	Exceptional
Role	Definition of point in career	Step 1	Step 2	Step 3	Step 4	Step 5	Extension
MRT/MIT	Qualified MRT/MIT Can work independently. Can perform all general imaging requirements.	Graduate MRT/MIT Starting independently imaging - requires significant supervision/su pport. *Eligible for 6-month step review	Newly qualified MRT/MIT. Starting independently imaging - requires some supervision/supp ort. *Eligible for 6-month step review	Demonstrates proficiency within role as MRT/MIT. Competent in all routine imaging. Manages own workflow plus can assist/mentor new staff. Documents and escalates issues to line manager/Senior MRT/MIT. Performs QA.	Proficiency within role as MRT/MIT. Experienced in all imaging protocols, systems, and processes. Trained/training and able to work independently across other modalities and/or specialised skill set such as 3D imaging or high end Fluoro (Angio or Interventional). Ability to run a high throughput branch x-ray service independently.	MRT/MIT who demonstrates a high level of proficiency and initiative within role as MRT/MIT. Expert who works independently in other modalities and/or specialised skill set such as 3D imaging or high end Fluoro (Angio or Interventional). Resolves general issues, documents, and escalates to line manager/senior MRT/MIT. Advanced knowledge of RIS & PACS systems and supports staff with systems training. Supports staff with QA issues.	Meets the requirements of Step 5 before consideration of the Extension Zone. Consistently undertakes additional leadership or managerial functions beyond the core requirements of the job, as approved by the RM/GM.
Senior MRT/MIT Appointed Role	Experienced Senior MRT; skilled and competent in all core imaging. Responsible for assisting the Lead/Charge to provide a high-quality service with a focus on efficiency and quality; has responsibility of a specific area to assist the Charge in running of dept.		Commencing in a senior role with some training/ support required. Demonstrates high level of proficiency within role as MRT/MIT, with the ability to offer problem solutions through critical thinking; can include equipment related & / or resource related issues.	Proficient Senior MRT. Provides staff training and orientation for new staff but may still require guidance. Starting to mentor staff. Is the active support person for these roles. MRT/MIT who may also be proficient in other specialised areas e.g. DEXA.	Involved with mentoring both junior and new staff. Maybe appointed clinical assessor as deemed by the student course providers and have documented evidence. Takes responsibility for contacting services engineers if the Xray equipment is completely non-functional. Takes on 1 portfolio for the company.	Proficient Senior MRT/MIT. Super Users for some machines within company. Is a mentor for staff. Takes on more than 1 portfolio for the company/manag ement Is appointed clinical tutor as deemed by the student course providers and have documented evidence. Clinical tutor of more than 6 student MIT.	Meets the requirements of Step 5 before consideration of the Extension Zone. Supervisor for internationally trained MRT/MIT for the MRTB. (Applies for only the time of supervision) Act as team leader role for specific modality such as DEXA to ensure IANZ accreditation and compliance. Takes on projects for charge MRT or company.
Deputy Charge MRT MRT Coordinator (ARG)	Supports Charge MRT and covers their position where needed.		Limited leadership experience with some training required.	Deputy charge, able to provide oversight to senior staff. Nurtures/mentors staff and supports	Experienced Deputy Charge, able to effectively lead senior staff.	Deputy Charge. Assists Charge MIT +/- Tutor MIT to set orientation, training and	Achieves minimum criteria for Step 5 before consideration for the Extension Zone.



		Training and Development		Competent and	Experienced	Highly Experienced	Exceptional
Role	Definition of point in career	Step 1	Step 2	Step 3	Step 4	Step 5	Extension
Appointed Role				staff with day-to-day issues/ensures running of branches/sites are efficient.	Support the Branch Charge or manager with people related matters within the team. Mentoring other leads of areas and/or role supervisors to build future leaders. Supports Charge with QA, research, and training.	competencies for new and junior MITs. Provides training opportunities for all staff. Actively maintains Manuals and Protocols. Provides advice on new procedures and machinery. Provides feedback for staff and Team Leader regarding Service. Provide suggestions / recommendation s on service planning, orientation schedules and innovative business proposals / suggestions. Providing back up to charge MIT on all roles e.g timesheets, rosters, leave, sick calls etc	Regularly undertakes projects and/or initiatives that improve service deliver or the modality performance.
Charge MRT MRT Service Lead (ARG) Appointed Role			New to charge/leadershi p responsibilities - some training/support required.	Able to provide oversight across the modality, control resourcing, people development and staff related issues. Undertakes staff appraisals with assistance from manager. (staff responsibility under 10).	Competent and experienced Charge (minimum of 2 years in role), able to provide oversight across the modality, control resourcing and all staff related issues and development. Responsible for performing Staff appraisals and reporting to line manager recommendation s / issues. Take on additional regional responsibilities where possible. Provides training opportunities for all staff (Staff responsibility 10-20 approx.)	Highly experienced Charge demonstrating excellent levels within role, able to provide clear/focussed oversight across the modality, control resourcing and all staff related issues & development. Responsible for performing Staff appraisals and reporting to line manager recommendation s / issues. Able to assist with wider regional projects/initiative s. Supports leadership team. Provide recommendation s on service planning and	Achieves criteria for Step 5 before being considered for the Extension Zone. Is responsible for more than 1 area of general Radiography e.g theatre/fluoro, Dexa, CT and Mammography/BS A. Regularly works on projects and initiatives that enhances the Branch or regional performance and/or modality. Actively contributes to the wider service delivery for the Region, liaising with referrers to improve service or to promote a service.



	Training ar	Training and Development		Competent and Experienced		Exceptional
Role Definitio point i caree	in	Step 2	Step 3	Step 4	Step 5	Extension
					innovative business proposals / suggestions. (Staff responsibility 20+ approx.)	

APPENDIX D

CT Renumeration / Pay Steps

	Training and Development Zone		Competent and Experienced		Highly Experienced	Exceptional
Role	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
CT Technologist	46.10	47.38	48.66	49.94	51.22	53.78
Senior CT Technologist		50.81	52.18	53.56	54.93	57.68
Deputy Charge CT Tech / CT Service Lead		53.84	55.29	56.75	58.20	61.11
Charge CT Technologist		59.44	61.05	62.65	64.26	67.47

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



		Training a	and Development	Competent and	Experienced	Highly Experienced	Exceptional
Role	Definition of point in career	Step 1	Step 2	Step 3	Step 4	Step 5	Extension Zone
Senior CT Technologist Appointed Role	Experienced Senior CT Technologist; skilled and competent in all core imaging. Responsible for assisting the Lead/Charge to provide a high-quality service with a focus on efficiency and quality; has responsibility of a specific area to assist the Charge in running of dept.		Experienced CT Tech in all scans, protocols, protocolling training Developing into a senior role with some training required Developing into a senior role with some training required Demonstrates some critical thinking and problem-solving ability. *Eligible for 6-month review to Step 3	Provides staff training and orientation to new staff. Mentor staff in departmental processes. Competently and regularly inputs into a CT service at a site assist Lead with running of the department. Documents issues and escalates to appropriate person. Regularly employs critical thinking to solve clinical problems	Supports staff training with a required portfolio or departmental area of responsibility. Uses critical thinking and problemsolving techniques to resolve clinical issues. Undertakes training in specialised area.	Achieved an appointed role or specific competency or portfolio to full a specific position of responsibility, such as Lead Research Can delegate tasks in their area of responsibility in consultation with Charge CT Tech. Assists the Lead to resolve clinical and/or technical issues impacting the service.	Achieves criteria for Step 5 before consideration to the extension zone. Regularly takes on projects for the Charge CT Tech or Company. Appointed Technical expert. Makes Protocols for advanced practice in the modality. Takes on more than 1 area of advanced practice (within OR across modalities) Fulfils the role of 2IC/deputy charge/or charge on a regular basis.
CT Service Lead Appointed Role	CT Service Lead is a vital role in managing the operations of the CT Service (no direct people reports)		Still developing in lead role, some support required from Regional Operations or Branch Managers.	Leads department independently May have support with leadership aspect of role.	Experienced Service Lead - Responsible for 1 scanner	Experienced Service Lead - Responsible for 2+ scanners	Achieves criteria for Step 5 before consideration to extension zones. Regularly takes on company projects and/or is involved in Modality developments. Is trained and competent in a highly specialised area.
Deputy Charge CT Lead Coordinator Appointed Role	Support role direct to CT Charge		Limited leadership experience with some training required Able to support Charge while still developing (Small team less than 10 staff)	Experienced Deputy Charge, able to provide oversight to senior staff competently (Small team less than 10 staff approx)	Experienced Deputy Charge, able to effectively lead senior staff (Team of 11+ staff approx)	Experienced Deputy Charge, able to expertly lead senior staff (Large team of 11-20 staff approx)	Achieves criteria for Step 5 before consideration to extension zones. Regularly takes on regional or company projects. Develops protocols for



		Training and Development		Competent and	Experienced	Highly Experienced	Exceptional
Role	Definition of point in career	Step 1	Step 2	Step 3	Step 4	Step 5	Extension Zone
Charge CT Technologist (Held in some regions only) Appointed Role	•		New to Charge/leadership responsibilities – some support required. *Eligible for 6-month review to Step 3	Experienced Charge, able to provide oversight to across the modality, control resourcing and all staff related issues and development. (Staff responsibility of less than 10)	Experienced Charge, able to provide oversight to across the modality, control resourcing and all staff related issues and development.	Experienced Charge, able to provide oversight to across the modality, control resourcing and all staff related issues and development. Able to assist with wider	advanced practice in the modality. Achieves criteria for Step 5 before consideration to the extension zone. Regularly takes on Company Projects and is
					development. Take on additional regional responsibilities where possible (Staff responsibility of 11-20 approx)	regional projects/initiatives - Support leadership team (Staff responsibility of 21+ approx)	involved in modality developments.



Notes:			
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What "else" does APEX do?

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

For further information check out our website www.apex.org.nz and www.facebook.com/apexunion.





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