



**MEDICAL RADIATION TECHNOLOGISTS/
COLLECTIVE EMPLOYMENT AGREEMENT
1 November 2018 to 31 October 2020**

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PART 1: APPLICATION AND SCOPE

1.0 PARTIES AND STATEMENT OF INTENT

1.1 “This agreement is made under Sections 51 to 59 of the Employment Relations Act 2000.”

1.2 The parties to this agreement are:

(a) Broadway Radiology Ltd

(b) The New Zealand Nurses Organisation (NZNO) ☒ Health Professionals NZ (HPNZ)

2.0 COVERAGE

This agreement shall apply to:

- Medical Radiation Technologist
- Registered Sonographers

Who are employed by Broadway Radiology Ltd (in any of its institutions) on medical imaging duties defined in clause 5 of this agreement.

2.2 The parties agree that any employee whose job definition is in the scope of clause 1.2, but who is employed between the date this agreement comes into effect and the expiry date shall be offered in writing the opportunity to become a party to this agreement by joining NZNO/HPNZ.

2.3 Any person whose job definition is in the scope of clause 1.2 who is employed by the employer after the expiry of the collective agreement and before any replacement collective agreement comes into effect, shall be offered in writing the opportunity to be employed on an individual agreement whose terms are based on those of the expired collective agreement, until such time as a new collective is negotiated.

2.4 Any employee who leaves the employ of the employer, shall cease to be covered by this agreement.

3.0 VARIATION OF AGREEMENT

3.1 The employer and union accept that circumstances may arise during the term of this agreement that warrant variation of this agreement with respect to any number of employees covered by this agreement.

3.2 The parties have agreed that this agreement may be varied during its term by written agreement between the employer and the union on behalf of the affected employees.

4.0 TERM OF THIS AGREEMENT

Commences 1 November 2018 and will expire 31 October 2020

5.0 DEFINITIONS

Unless the context of the agreement clearly provides otherwise the following definitions shall apply for the purposes of interpreting this agreement:

"Employer" means the General Manager of Broadway Radiology Ltd.

"Employee" means an employee of the employer who is covered by this agreement.

"Full time employee" means an employee who works not less than the "ordinary" or "normal" hours set out under "hours of work" in this agreement.

"Part-time employee" means an employee, other than a casual employee, who works on a regular basis but less than the ordinary or normal hours prescribed in this agreement.

"Permanent Employee" is an employee who is employed for an indefinite term; that is, an employee who is not employed on a temporary or casual basis.

"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 on an intermittent basis.

"Temporary/Fixed Term employee" means an employee who is covered by a temporary or fixed term agreement either on a full time or part time basis to cover specific situations of a temporary nature; e.g. to fill a position where the incumbent is on study or maternity leave or where there is a task of a finite nature to be performed.

"Week" means the seven days commencing midnight Sunday/Monday, but for overtime purposes only when a major part of a duty falls on a particular day the whole duty shall be regarded as being worked on that day.

"Duty" is defined as a period of rostered work that amounts to a day's normal work.

"Normal hourly rate of pay" is one thousand nine hundred and fiftieth part (1950), correct to three decimal places of a dollar, of the yearly basic rate of salary payable to an employee. For the purpose of overtime and penal time the hourly rate of pay shall be one part, [one thousand nine hundred and fiftieth part (1950)], correct to three decimal places of a dollar of the yearly basic rate of salary payable.

"Medical radiation technologist" is a medical radiation technologist who has been registered by the medical radiation technologists Board.

"Trainee Sonographer" means a person registered with the Medical Radiation Technologists' Board and who is studying for the Diploma of Medical Ultra Sound examinations.

PART 2: PROVISIONS RELATED TO HOURS OF WORK

6.0 HOURS OF WORK

- 6.1 Ordinary hours of work shall be 37.5 per week and not more than seven and a half per day, computed over any two weekly period, and where practicable, shall be worked on not more than five successive days each week, except that in no circumstances are employees to work on more than seven successive days at any one time.
- 6.2 Provided, however, that in emergency circumstances, the employer may require an employee to work at other times and for periods other than those specified.
- 6.3 Where the employer proposed a major change, which alters the starting and/or finishing times of a roster by more than one hour, or introduces a new roster, agreement must be gained from a majority of affected employees.
- 6.4 Rosters will be notified to those involved not less than seven days prior to the commencement of the roster provided that less notice may be given in exceptional circumstances.

7.0 MEAL BREAKS AND REST PERIODS

- 7.1 Meal Breaks: Except when required for urgent or emergency work or as provided in 7.2 below, no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.
- 7.2 An employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time.
- 7.3 Except were provided for in 7.2 above an employee unable to take a meal after five hours' duty shall be paid at time and a half rate in addition to normal hourly rate of pay from the expiry of five hours until the time when a meal can be taken.
- 7.4 Rest Periods: Rest breaks of 10 minutes each for morning tea and afternoon tea where these occur during duty, shall be allowed as time worked.
- 7.5 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer.

8.0 OVERTIME AND SHIFT RATES

- 8.1 **Overtime:** Overtime is time worked in excess of eight hours per day or 40 hours per week.
- 8.2 **Calculation of Overtime Rates:** Overtime shall be paid at one and one-half times the normal hourly rate of pay (T1½) except on public holidays when it shall be paid at double the normal hourly rate of pay (T2). In computing overtime, each day shall stand-alone.
- 8.3 **Weekend and Holiday Penal Payments:**

8.3.1 Weekend - An employee who works on Saturday or Sunday as part of that employee's ordinary hours of work shall be paid time and a half for each hour so worked.

8.3.2 As a matter of clarification, the penal rates provided in this sub clause are inclusive of the employee's ordinary rate of pay.

8.4 **Time off in lieu:** An employee who is eligible to be paid overtime shall as an alternative to such payment be entitled to choose time off equivalent to the extra time worked at the convenience of the Employer.

8.5 Overtime and penal/allowance payments shall not be paid in respect of the same hours.

9.0 ON CALL

9.1 Where an employee is instructed to be on call during normal off duty hours, an on call allowance shall be paid at the following rate in addition to other remuneration:

◆ Monday to Friday city & MRI call \$7.00 per hour

◆ Saturday, Sunday & Public holidays \$9.00per hour

MRI call (8.00am to 10.00pm)

City call (8am to 8pm)

Public holidays – on call at city, MRI & Crest Hospital Ltd an additional day in lieu is paid.

**For MRI call, if an arrangement is made with on call staff for an emergency patient to be seen between 10.00pm and 8.00am double time (T2) plus time in lieu will be paid.

9.2 Mobile telephones shall be made available for the use of the employees in MRI on call. The mobile telephones will be provided at no cost to the MRTs and shall be used for work purposes only. Pagers are made available to all other employees on call.

10.0 CALL BACK

10.1 Application of Call Back - An employee shall be paid for a minimum of three hours from the time of call back for the working and travelling time at ordinary rates at Crest Hospital Ltdi.

Call out rate is now based on a staff member attending either MRI or City Doctors irrespective of whether a patient is x-rayed or scanned

At other sites, each employee shall be paid a per patient rate as set out below:

City week days	\$29.00
Weekends and Public Holidays	\$29.00
MRI	\$145.00

10.2 Transport for Call Back Duty - Where an employee is called back to work while on call outside the Employee's normal hours of duty in respect of on call work, the employer shall either provide the employee with transport to and from the workplace or reimburse the employee the actual and reasonable travelling expenses incurred in travelling to and from the workplace.

11.0 FULL TIME, PART TIME, TEMPORARY (FIXED TERM) AND CASUAL AGREEMENTS

- 11.1 An employee may be employed on a full-time, part-time, or temporary (fixed term) basis, subject to the appropriate definitions.
- 11.2 Employees working less than the full-time hours per week shall have their remuneration calculated on a pro rata basis.
- 11.3 Temporary (Fixed Term) Agreements should only be used to cover specific situations of a temporary nature, e.g. to fill a position where the incumbent is on study or maternity leave; or where there is a task of a finite duration to be performed.
- 11.4 Temporary (Fixed Term) Agreements while justified in some cases to cover situations of a finite nature, must not be used to deny employees security of employment.
- 11.5 Casual work will only be offered by the employer, in order to meet the demands of peak workloads or short-term absences. Casual employees shall be employed as and when required, and their employment shall terminate at the end of each period of employment.

PART 3 - REMUNERATION

12.0 SALARIES, GRADINGS AND CRITERIA FOR PROGRESSION

Refer: Schedule 2

- 12.1 Except as otherwise provided, the following shall be the minimum salaries payable to Medical Radiation Technologists and Sonographers specified in the under mentioned schedule:

WAGE RATES:

* A 1.5% wage increases and back pay will take affect from the 1 November 2016 , with a further 2.0% increase from 1 November 2017

A. MRT

Step	2% 1 November 2018 – 31 October 2019	2.0% 1 November 2019 - 31 October 2020
1	30.17	30.77
2	33.35	34.02
3	36.52	37.25
4	38.07	38.83
5	39.67	40.47
6	41.37	42.19
7.	Merit 42.36	43.20
8.	Merit 45.00	45.90

B. MRI

Step	1.5% 1 November 2018– 31 October 2019	2.0% 1 November 2019 31 October 2020
1	43.86	44.73
2	46.59	47.32

3	49.35	50.34
4	52.10	53.14
5	54.81	55.91
6	57.54	58.60
7	60.30	61.50
8	63.04	64.30

Merit Criteria refer Schedule 2 Progression Criteria

C.. Trainee MRI

Steps	1.5% 1 November 2018– 31 October 2019	2.0% 1 November 2019 31 October 2020
1	\$ 39.54	\$ 40.33
2	\$ 41.72	\$ 42.56

Progression will occur to the next step of appropriate scale in accordance with 12.2 provided that mutually agreed criteria have been met and any decision to the contrary notified three months prior to the date of progression is agreed upon.

12.2 ANNUAL SALARY REVIEW AND PERFORMANCE

12.2.1 The performance of employees and their salaries will be reviewed annually within 1 month of employees anniversary date according to the agreed performance review procedure. At each review performance goals for the coming year will be agreed between individual staff and the employer. Employees will advance through salary steps provided they meet the mutually agreed criteria.

Performance criteria must be relevant to duties and responsibilities and may include but not be limited to:

- Clinical responsibilities and work schedules
- Key tasks and expected results
- Teaching and training responsibilities as required
- Professional practice
- MRT Framework for practice development - optional
- Specific contributions to achievement to the aims of the radiology practice.

All performance criteria must be signed as agreed by the employee and the employer.

12.2.2 Employees are also responsible for ensuring that performance reviews take place, and shall seek for this to happen in writing if the manager overlooks it.

12.2.3 Notwithstanding the minimum rates of salary and applicable bands specified in sub clause 12.1 above after having regard to the educational qualifications, and experience of a person appointed as a staff medical radiation technologist/sonographer/MRI the employer may:

- (i) Pay a commencing salary higher than the first year salary;

- (ii) Pay the yearly rate of salary, above the commencing salary on a date less than 12 months after the date of appointment, whereupon the rate of salary for each subsequent year shall be payable at intervals of 12 months thereafter.

12.2.4 Additional Duties/Higher Duties Allowance -Where the employer requires an employee to substantially perform the duties and carry the responsibilities of a position additional to the employee's role the employee will attract a higher duties allowance of an additional 2 steps worked in from the day on which those higher duties commence.

12.2.5 Merit Criteria refer Schedule 2 Progression Criteria

13.0 REIMBURSING PAYMENTS

13.1 Meal Allowance -

Any employee who works a qualifying duty of seven and a half hours or more and who is required to work more than one hour beyond the end of the duty (excluding any break for a meal) shall be paid a meal allowance of \$6.50.

13.2 Travelling Expenses-

Where employees are required to travel between sites or stay away from home on company business, the employer will meet all actual and reasonable expenses incurred, including transport costs, accommodation, meals and incidental expenses.

All travelling time will be regarded as time worked.

13.3 Use of Private Vehicle on Company Business

Employees who use private vehicles on Company business will be reimbursed on the basis of kilometre rates as advised from time to time, provided the employer approves such use in advance. The current reimbursement rate will be set from 1 November annually in line with the IRD rate for that year and will apply per kilometre travelled on company

13.4 Production of Receipts/Incidentals Allowance

Where an employee is entitled to reimbursement for incidental expenses an allowance in lieu of those expenses at the rate of \$7.00 per day or part of a day shall be paid.

Any claims in excess of \$5 per item must be substantiated by a GST invoice or receipt.

13.5 Reimbursement/Payment of Annual Practising Licence

The cost of an annual practising Licence will be reimbursed/paid by the Employer provided that:

- (i) There is a statutory requirement that a current licence be held for the performance of duties and;

- (ii) The employee is engaged in duties for which the holding of a certificate is a requirement.

13.6 Education Expenses (refer schedule 1)

Where an employee is undertaking, at the requirement of the employer, studies toward qualifications relevant to their work, the employer will reimburse all actual and reasonable expenses incurred including course fees, travel and accommodation.

- 13.7 The cost of CPD and NZIMRT (or recognised professional body) membership shall be fully reimbursed by the employer on presentation of a membership receipt. To retain this payment evidence of progress shall be provided at the performance review.

14.0 PAYMENT OF WAGES

- 14.1 All wages shall be paid fortnightly, no later than Thursday.

14.2 Each employee shall be supplied with a statement showing details of earnings, allowances, deductions and annual leave, special leave entitlements for each pay period.

- 14.3 Wages shall be paid by direct lodgement at a financial institution to the credit of an account nominated, in writing, by the employee

14.4 Broadway Radiology Ltd is required to give 24 hours notice to staff if payment of wages is to be delayed. This notice is for reasons within Broadway Radiology Ltd control only. If notice is not given Broadway Radiology Ltd will reimburse any bank charges or fees charged against staff members due to the delay.

- 14.5 All wages shall be paid immediately following the dismissal of an employee. When an employee leaves of their own accord they shall be paid on the final day of their employment, all monies owing to them. No deductions shall be made from wages except for time lost through sickness (not covered by the employee's paid sick leave entitlement), accident, default of the employee or at the employee's own request.

14.6 The parties accept that the Company may pay the amount of wages due to any employee to the nearest dollar above the precise calculation: provided that the difference between the precise calculation and the nearest dollar payment above that calculation is carried forward as a deduction in the following pay calculation.

- 14.7 Overpayment recovery procedures – attention is drawn to the Wages Protection Act 1983. The provision of this Act, or any amendments or Act passed in substitution for this Act shall apply.

PART 4 - TERMS AND CONDITIONS OF EMPLOYMENT

15.0 UNIFORMS AND PROTECTIVE CLOTHING

- 15.1 Protective Clothing:

Broadway Radiology Ltd undertakes to provide, at no cost to the employee, any items of protective clothing that are required in the performance of their duties.

All such clothing shall be laundered at the employer's expense and will be replaced by the employer as required. Employees are responsible for the reasonable care of any protective clothing assigned to them.

15.2 Uniforms:

Refer to schedule 3 Terms of Settlement review of allowances and breakdown of allowance payments

- 15.2.1 Where the General Manager requires an employee to wear a particular uniform, this shall be supplied free of charge but shall remain the property of the Company.
- 15.2.2 All new employees shall receive 3 shirts, 2 skirts/trousers and 1 jacket on commencement of employment. On an employee's first and subsequent anniversary of appointment they shall receive replacement uniforms up to the amount of \$400.00 net per annum and this can roll over for two years. Of this amount \$100.00 thereof can be used to purchase shoes. A receipt is required by management. Management retain the right to insist on a certain standard and maintenance of uniform and if staff are required to upgrade their uniform after having used up the said amount then it is done so at their own expense.
- 15.2.3 Any staff member who requires a change of clothes due to pregnancy can have her annual clothing allowance advanced so that a change of uniform can be accommodated.

16.0 AMENITIES AND FACILITIES

- 16.1 Amenities and facilities will be provided in accordance with the Health and Safety in Employment Act 1992 and other relevant legislative requirements.
- 16.2 Staff rest rooms supplied with tea, coffee, milk and sugar will be available to all Employees as per Clause 7.5.
- 16.3 The employer will provide confidential, professional counselling to employees and their families through the Employee Assistance Programme (EAP).

17.0 HEALTH AND SAFETY

- 17.1 The employer will comply with the provisions of the Health and Safety in Employment Act 1992 concerning safety, health and welfare matters. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard in the workplace. All reasonable precautions for the health and safety of employees shall be taken.
- 17.2 It will be the responsibility of the employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.
- 17.3 It will be the responsibility of every employee covered by this agreement to work safely and to report any hazards, accidents or injuries as soon as practicable to her/his supervisor.

- 17.4 It is a condition of employment that safety equipment and clothing supplied by the employer to be worn or used by the employee must be worn or used and that safe working practices must be observed at all times.
- 17.5 All technical staff can access an eye test at a supplier of their own choice. Broadway Radiology Ltd will pay 50% of the examination fee. Broadway Radiology Ltd accepts no responsibility for any resulting condition or ongoing follow up treatment.
- 17.6 All staff who work in MRI can access a hearing test at a supplier of the employer's choice (or at your own supplier up to the cost of the employer's supplier). Broadway Radiology Ltd accepts no responsibility for any resulting condition or ongoing/follow up treatment.

PART 5 - LEAVE

18.0 ANNUAL LEAVE

- 18.1 Unless agreed otherwise by the parties the employee shall be entitled to 20 days annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause, except for staff on call who are entitled to an additional 4 days per year. (To qualify for an additional 4 days staff must be on call not less than 7 weekends.) As from the 1st of November 2008 all employees will be entitled to 5 weeks Annual Leave.
- 18.2 The employee shall take and the employer shall allow annual leave to be taken within 12 months of the entitlement becoming due, provided that all leave must be approved in advance by the employer. This is to meet the employer's policy of ensuring that all staff get the opportunity for a break from their work while meeting the primary need for the company to continue to function effectively.
- 18.3 In exceptional circumstances, annual leave is able to be accrued to a maximum of two year's entitlement with the written approval of the employer.
- 18.4 In exceptional cases, employees may anticipate up to one year's annual leave entitlement by agreement with the employer.
- 18.5 Casual employees will have their annual leave entitlement paid to them at the end of each period of casual employment at 8% of gross taxable earnings.
- 18.6 Refer to clause 28.5 for payment of annual leave on termination.
- 18.7 Every part-time employee will be entitled to annual leave as prescribed. Salary during leave will be paid for the employee's usual working week.

19.0 BEREAVEMENT/TANGIHANGA LEAVE

- 19.1 The employer shall approve special paid bereavement leave for the employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). The length of time off shall be at the discretion of the employer.

- 19.2 If bereavement occurs while the employee is absent on annual leave, paid sick leave, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of Clause 23.1. This provision will not apply if the employee is solely on leave without pay.
- 19.3 In the granting of time and deciding on the length of time allowed, the employer will administer these provisions in a culturally sensitive manner.
- 19.4 The employer agrees that on application it may be appropriate to grant leave without pay in order to accommodate various additional special bereavement needs not recognised in Clause 19.1.
- 19.5 Bereavement leave shall be paid at ordinary pay for the normal number of hours worked, in accordance with the Holidays Act 2003.

20.0 LONG SERVICE LEAVE

Employees shall receive long service leave of one week after 10 years continuous service staff will be entitled to 1 weeks leave within the parent body (Sonic) and a further 2 weeks leave after 20 years continuous service. Long service leave recognises service with Broadway Radiology Ltd.

All such long service leave shall be paid on the same basis as annual holidays and may be taken either in conjunction with the annual holiday or at such time or times as may be agreed upon by you and the company. You will be required to take long service leave before the next entitlement becomes due, provided that the final entitlement must be taken within **two years** of becoming due.

21.0 JURY SERVICE OR WITNESS LEAVE

21.1 Jury Service Leave

Employees called on for jury service are required to serve. Where the need is urgent, the General Manager may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.

An employee called for jury service may elect to take annual leave, leave on pay or leave without pay. Where annual leave or leave without pay is granted or where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain the juror's fees (and expenses paid).

Where leave on pay is granted, a certificate is to be given to the employee by the General Manager to the effect that the employee has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to the Company but may retain the expenses.

Where leave on pay is granted, it is only in respect of time spent in jury service, including reasonable travelling time. Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable.

21.2 **Witness Leave**

This applies to employees who are required to be witnesses in matters related to their employment with the employer.

Where an employee is required to be a witness in other matters, the provision of witness leave shall be at the discretion of the employer.

22.0 **PARENTAL LEAVE**

22.1 The provisions of the Parental Leave and Employment Protection Act 1987, and its amendments apply.

22.2 Parental leave of up to twelve months is to be granted to permanent employees with at least one year's service at the time of commencing leave. Up to six month's parental leave may be granted to a permanent employee who has less than one year's service at the time of leave commencing. Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer.

22.3 The maximum period of parental leave may be taken by either the Employee exclusively or it may be shared between the Employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by Broadway Radiology Ltd.

22.4 Parental leave will not be granted as sick leave on pay.

22.5 The employer will, as a first preference, hold the employee's position open or fill it temporarily until the employee's return from parental leave. In the event that the employee's position is a key position, (as defined in section 41 (2) of the Parental Leave and Employment Protection Act 1987), the employer may fill the position on a permanent basis.

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

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

22.7 Where applicable Employees shall continue to be awarded increments when their incremental date falls during absence on parental leave.

- (i) Where the employer is not able to hold a position open, or fills it permanently on the basis of it being a key position, and at the time the employee returns to work, a similar position is not available, the options are:

- (ii) an extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available, or
- (iii) an offer of a similar position in another location with normal transfer expenses applying, if applicable. If the offer is refused option (i) applies, or
- (iv) the appointment to a different position in the same location. If the offer is refused option (i) applies. If the different position is accepted but the employee's previous position becomes available within 12 months, then the employee is entitled to be appointed to that position.
- (v) If no similar position is available at the expiration of the extended leave the staff surplus provisions will be invoked.

23.0 SICK LEAVE

23.1 An employee employed full time who is unable to work because of sickness shall, subject to (22.4) below, be entitled to have sick leave equivalent to five ordinary days pay for the first six months and, for each subsequent year of current continuous service, ten ordinary days pay, provided that:

- a) The employer may require the employee to produce a medical certificate for any period of absence of two consecutive days or more and further certificates (at no more frequent intervals than fortnightly) in the case of extended illness.
- b) The employee shall advise the employer as soon as practicable of inability to work because of sickness. Only in exceptional circumstances shall notice be given after the time for commencement of duty.

23.2 Sick leave shall accumulate to the equivalent of 40 days pay by carrying forward from one year to another any unused accumulated benefit of up to 30 days pay. Employees with accumulated sick leave in excess of 30 days at the commencement of this agreement shall retain such excess unused sick leave days until exhausted.

23.3 A part time employee shall receive sick leave as provided in sub clause (22.1) and (22.2) of this clause, all provisions being pro rata the full time equivalent.

23.4 Where an employee has a consistent pattern of short term sick leave absences, or where those absences are 10 working days/shifts or more in a year, then the employee's situation may be reviewed.

23.5 The review will be conducted by the employee's manager in consultation with the employee and, where represented, the employee's representative or delegate. The focus of the review will be to assist the employee in establishing practical arrangements to recover from sickness or injury, however the review may:

- a) Require the employee to support all future sick leave claims with a medical certificate, and/or
- b) Require the employee to undergo an examination by a medical practitioner nominated by the employer and at the employers expense, and/or
- c) Recommend the employee undertake counselling
- d) Restrict or withdraw for a specified period the sick leave provisions of this clause, such action being limited to the minimum Special Leave provisions of the Holidays Act 2003.

23.6 Sick leave on a weekend or a public holiday shall be paid for at the ordinary rate of pay.

23.7 Where an employee must, because of illness, stay at home to attend his/her children or dependant relative, leave on ordinary pay as set out below may be granted as a charge against his/her entitlement to sick leave during sickness.

a) Approval shall be given only in the event of illness of the employee's child or dependant relative. It shall not be given if the employee has advance notice of admission to hospital, etc.

b) Approval may not be given for absence on account of illness in an employee's family if another adult member of the family is able to attend to the sick child or relative.

23.8 Sick leave shall have no cash value other than for sickness (including the provision of sub clause 22.6 of this clause).

23.9 This leave shall be deemed to be special leave as provided for in the Holidays Act 2003 and its amendments.

24.0 ACC WORK RELATED ACCIDENT –

The employee must notify the Employer as soon as practicable when an employee considers they have suffered a work-related accident. The relevant Record of Accident must be completed and copies of the relevant application for insurance and medical forms must be forwarded to the employer.

If the accident is accepted by the Employer as a work-related accident the employee will be placed on accident leave for the first week and paid at the basic rate of salary. This does not affect any sick leave entitlement.

Should the period of absence on accident leave be longer than the first week, the employee may apply to have any shortfall in the basic salary paid as earnings compensation paid by the employer and debited to sick leave entitlement. Approval is at the sole discretion of the employer.

During the course of accident leave the employer will initiate a rehabilitation programme. The employee is expected to participate in a rehabilitation programme to enable a return to work, this includes obtaining any relevant information required.

24.1 NON WORK RELATED ACCIDENT –

The employee must notify the employer as soon as practicable when the employee has a non work-related accident.

The employee must forward to the employer copies of all relevant ACC forms and provide a medical certificate.

The employee may apply to the employer to have any shortfall in ACC earnings compensation paid by the employer and debited to sick leave entitlement. Approval is at the sole and absolute discretion of the employer.

25.0 PUBLIC HOLIDAYS

- 25.1 Public Holidays shall be provided in accordance with the Holidays Act 2003 and subject to the provisions of this clause. Public Holidays shall refer to the following designated days:
- New Years Day
 - The day after New Years Day
 - Waitangi Day
 - Good Friday
 - Easter Monday
 - ANZAC Day
 - Sovereigns Birthday
 - Labour Day
 - Christmas Day
 - Boxing Day
 - Provincial Anniversary Day
- 25.2 Where a public holiday falls on a day which is a normal working day for the Employee and the Employee does not work on that day, the Employee shall be paid for the hours normally scheduled to be worked on that day.
- 25.3 Where the Employee is required by the Employer to work on a public holiday which would otherwise be a normal working day for the Employee, the Employee shall be paid for the hours worked on that day as per clause 6.1 and shall take a paid day in lieu of the public holiday, such day to be taken at a time mutually agreed between the Employer and the Employee.
- 25.4 An Employee required to be on call on a Public Holiday shall take a paid day in lieu of the Public Holiday, such day to be taken at a time mutually agreed between the Employer and the Employee.
- 25.5 Should any Public Holiday occur during an Employee's annual leave and the Employee would have received a paid holiday if she/he had not been on leave, then the Employee will still receive credit of eight hours for the Public Holiday.
- 25.6 The following applies only to Monday to Friday Employees:
- a) When any of the above holidays (other than Waitangi Day and ANZAC Day) falls on a Saturday or Sunday, it shall be observed on the following Monday, and, in the event of another holiday falling on such a Monday, such other holiday shall be observed on the next succeeding Tuesday. ANZAC Day and Waitangi Day shall be observed on the day on which they fall.

PART 6 - CONSULTATION

26.0 MANAGEMENT OF CHANGE

The process of consultation for the management of change shall be as follows:

1. The initiative being consulted about should be presented by the employer as a "proposal" or "proposed intention or plan" which has not yet been finalised.

2. Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.
3. Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
4. Genuine consideration must be given by the employer to the matters raised in the response.
5. The final decision shall be the responsibility of the Employer.

The above process shall be completed prior to the implementation of Clause 31 of this agreement.

MEETINGS

27.0 UNION MEETINGS

- 27.1 The NZNO shall be entitled to hold at least two meetings per annum for its members.
- 27.2 Mutually acceptable arrangements shall be made with The Employer regarding timing, payment and number of meetings. In this regard the Employer shall have at least 14 days notice of the time and date of any such intended meeting.
- 27.3 Such meetings shall be for a maximum period of two hours each. Work shall resume as soon as practicable after the meeting, The employer shall not be obliged to pay any employee for a period greater than 2 hours in respect of any meeting.
- 27.4 The employer shall have the right to maintain essential services during any meeting and sufficient employees shall be available to meet such requirements.

28.0 DELEGATES EDUCATION: EMPLOYMENT RELATIONS EDUCATION LEAVE : TRAINING AND CONFERENCE LEAVE

- 28.1 The employer accepts that employees may appoint a representative of their choice to act as their authorised representative in employment matters. This will be 5 days per year. Additional leave may be granted at the employer's discretion.
- 28.2 Conference leave – employees shall be granted paid leave to attend agreed conferences applicable to work. Costs as per 26.4
- 28.3 Core skills – CPR First Aid, Fire and Earthquake updates along with other maintenance of practice requirements including UNITEC courses are provided in paid working time.
- 28.4 The employer is committed to the concept of education and the upgrading and maintenance of skills of its employees. As part of the process of performance management, the employer in conjunction with the employee concerned, develop an individual education and development plan, which will identify the learning and development needs of the employee. This process will be fair and equitable for all employees and be mindful of the needs and requirements of the company

29.0 RIGHT OF ENTRY

When requested, the employer shall permit the NZNO to enter at all reasonable times upon Broadway Radiology Ltd's premises to discuss employee relations matters with an employee provided such access does not interfere unreasonably with Broadway Radiology Ltd's business.

PART 7 - GENERAL PROVISIONS

30.0 TERMINATION OF EMPLOYMENT

30.1 Employment may be terminated by either party by giving the following written notice:

Less than two years service = two weeks notice
2-5 years service = three weeks notice
more that 5 years service = four weeks notice.

Where an employee is employed in a designated "key positions" e.g. CT and MRI Radiographers then no less that four weeks notice is required to be given to the employer.

This shall not prevent the employer from summarily dismissing any employee without notice for serious misconduct or other good cause in accordance with Broadway Radiology Ltd's Disciplinary Procedures and Rules of Conduct.

The period of notice may be reduced or extended by mutual agreement between the employee and Employer and both employees and employers are encouraged to give the maximum possible notice.

30.2 Where the employment is terminated by either party without notice, two week's wages shall be paid or forfeited in lieu of notice. Where the employer elects to pay in lieu of notice, this shall not constitute summary dismissal.

30.3 Where an employee absents himself/herself from work for a continuous period exceeding three working days without the consent of the employer, and without notification to the employer, he/she shall be deemed to have terminated his/her employment without notice.

30.4 A statement of service will be supplied on request to an employee upon termination.

30.5 All annual leave and lieu days owing will be paid in the final pay.

31.0 STAFF SURPLUS

31.1 When as a result of the restructuring of the whole or any parts of the employer's operations either due to the reorganisation, review of work method, change in plant or similar cause, and at the conclusion of the processes described in clause 26, the employer requires a reduction in the number of employees or employees can no longer be employed according to the terms of appointment to their present position, the options in sub-clause 31.4 and 31.5 below shall be invoked and negotiated on a case by case basis between the NZNO and the employer.

31.2 **Notification** - The employer will advise the employee and the NZNO at least one month prior to the date that notice is required to be given to the employee whose position is required to be discharged. This date may be varied by agreement between the parties. During this period, the NZNO and the employer will meet to reach agreement on the options appropriate to the circumstances. Where employees are to be relocated, at least three months' notice shall be given to employees provided that, in any situation, a lesser period of notice may be mutually agreed between the NZNO and the employer where the circumstances warrant it and agreement shall not be unreasonably withheld.

31.3 The following information shall be made available to the NZNO:

- (a) the location/s of proposed surplus
- (b) the total number of proposed surplus employees
- (c) the date by which the surplus needs to be discharged
- (d) the positions, grading, names and ages of the affected employees
- (e) availability of alternative positions in Broadway Radiology Ltd.

On request the authorised representative will be supplied with relevant additional information where available.

31.4 **Retraining –**

- (a) Where a skill shortage is identified, the employer may offer a surplus employee retraining to meet that skill shortage with financial assistance up to the maintenance of full salary plus appropriate training expenses. It may not be practical to offer retraining to some employees identified as surplus. The employer needs to make decisions on the basis of cost, the availability of appropriate training schemes and the suitability of individuals for retraining.
- (b) If an employee is redeployed to a position which is similar to his or her previous one, any retraining may be minimal, taking the form of "on the job" training such as induction or inservice education. Where an employee is deployed to a new occupation or a dissimilar position the employer should consider such forms of retraining as in-service education, block courses or night courses at a technical institute etc.

31.5 **Severance –**

31.5.1 Redundancy Payment

Services for the purposes of this clause means the total continuous service with the company, excluding any service with the company which has been taken into account for the purposes of calculating entitlement to a redundancy/severance or similar payment from the company. The following schedule is effective from 1 February 1998:

- Over one years service minmum of 10 weeks pay in total to be paid.
- Less than 1 years service payment of the equivalent of 4 weeks pay on a pro rata basis.
- Additional payments will be negotiated on a case by case basis with NZNO and the affected member.

31.5.2 Outstanding annual leave shall be separately cashed up.

32.0 PROVISIONS RELATING TO TECHNICAL REDUNDANCY

- 32.1 Where an employee's employment is being terminated by Broadway Radiology Ltd by reason only of the sale or transfer by Broadway Radiology Ltd of the whole or part of the employer's business, nothing in this agreement shall require Broadway Radiology Ltd to pay compensation for redundancy to the employee if -
- 32.1.1 the person acquiring the business or the part being sold or transferred has offered to the employee employment in the business or the part being sold or transferred; and
- 32.1.2 the conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are no less favourable than the employee's conditions of employment including –
- (i) any service-related conditions and
 - (ii) any conditions relating to redundancy; and
 - (iii) any conditions relating to superannuation regarding the employment being terminated; and
- 32.1.3 the offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or that part of the business either -
- (i) in the same or similar capacity as that in which the employee was employed by his or her employer; or
 - (ii) in a capacity that the employee is willing to accept.

Provided that when condition 32.1.2 is not met the employer may offer a lump sum payment equivalent to what the difference between the current salary and the new salary would be over a two year period.

33.0 TRANSFER PROVISIONS (RELOCATION)

- 33.1 Employees who are transferring to a position within Broadway Radiology Ltd shall be entitled upon application to actual and reasonable expenses as agreed prior to appointment between the parties and incurred in the transfer of the employee, the employee's family and the employee's furniture and household effects to the new location.

PART 8 – MEDIATION/ARBITRATION PROCEDURES

34.0 EMPLOYMENT RELATIONSHIP PROBLEMS

The provisions of Clause 129 the Employment Relations Act 2000 shall apply in respect of any dispute which arises out of and during the term of this agreement.

34.1 EMPLOYMENT DISCIPLINARY PROCESSES

Where a disciplinary matter warrants an investigation advise must be sought from the Human Resources to ensure the appropriate processes are being adhered to i.e.

- i. The manager conducting the interview/ investigation must inform the employee in writing and provide the employee all relevant information and inform the employee the right to have representation or support at any time.
- ii. Adequate notice is to be given to the employee to enable representation/support to be arranged and briefed

For further information refer to Broadway Radiology Ltd Staffing Policy and Employment Law

35.0 PERSONAL GRIEVANCES

The provisions of Clause 102 of the Employment Relations Act 2000 and Broadway Radiology Ltd Policy "Personal Relationship Problems" shall apply in respect of any personal grievance which arises out of and during the term of this agreement as follows:

1. A personal grievance is a problem which includes:

- unjustifiable dismissal
- any other unjustifiable action to the employee's disadvantage that affects their employment or employment conditions.
- discrimination
- sexual harassment
- racial harassment
- duress to belong or not to belong to a union or an employee's organisation.

A dispute is a problem relating to the interpretation, application or operation of any provision of an employment agreement.

2. Resolution of Grievances and Disputes

- 2.1 Broadway Radiology Ltd will endeavour to find a resolution to any employment problem as soon as possible and at the lowest level of management involvement possible.
- 2.2 Any employee may at any time discuss a grievance or problem with their manager or union and can expect to receive sound and timely advice about how to proceed.
- 2.3 Employees have the right to be represented by a person of their own choice, or to have someone present at any stage of the informal or formal process of resolution.

3. Informal Resolution

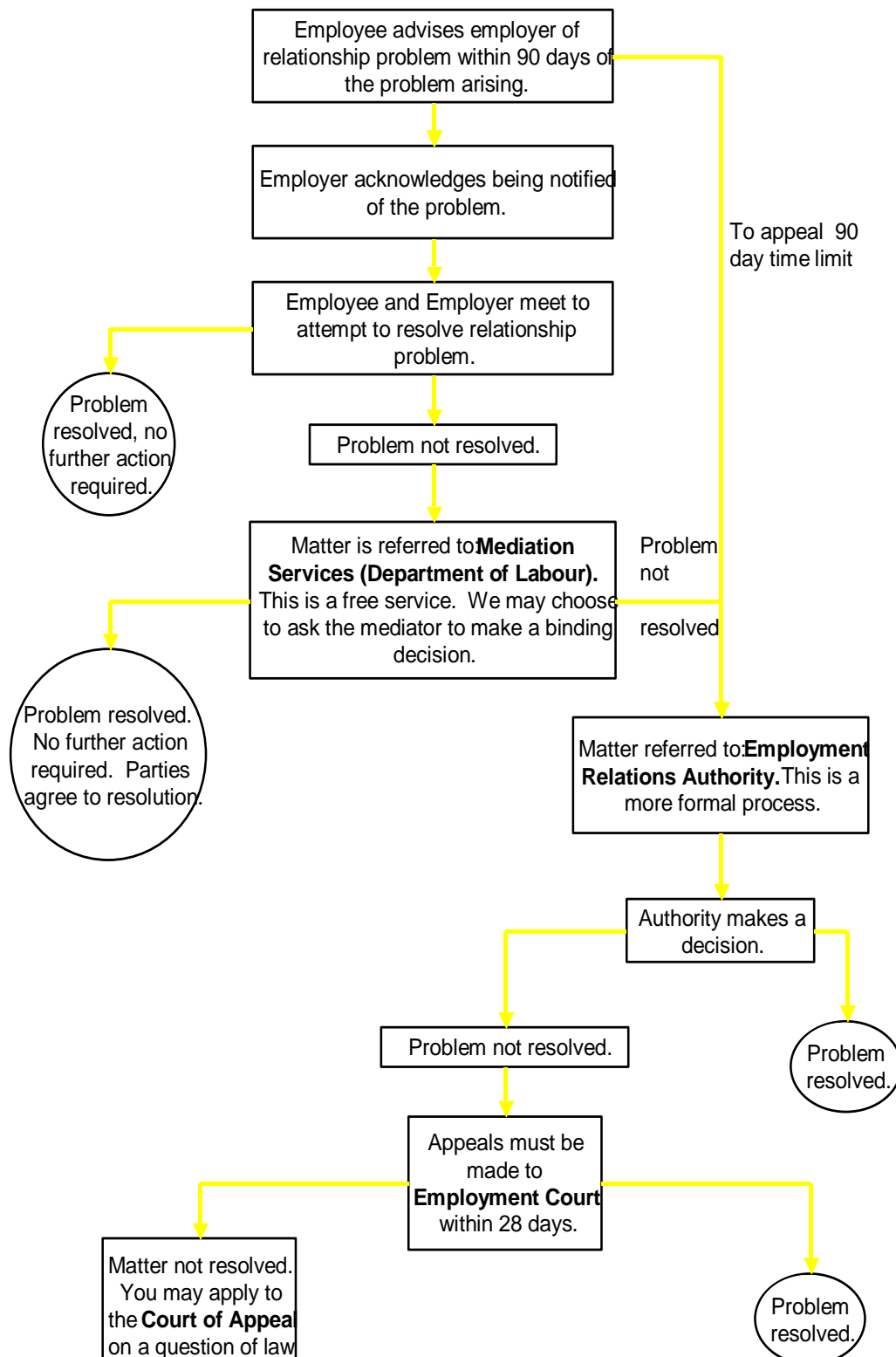
- 3.1 An employee who believes they have a problem in their employment must let their immediate manager know of the problem. This may be by letter or discussed personally with their manager/supervisor.
- 3.2 In the case of personal grievances, there is a time limit of 90 days for notification of the problem to the employer. The employee may still apply to the Employment Relations Authority to proceed with the grievance after this time limit in certain cases.

3.3 If the employee is not satisfied with the response from the manager they can apply to the Employment Relations Authority for assistance, (formal resolution).

4. Formal Resolution

- 4.1 Where a resolution can not be reached by the above process, the employee must follow the grievance and disputes procedure set out below to ensure the matter is promptly resolved. The employee and employer are entitled to have representation throughout the process.
- 4.2 The employee can apply to Mediation Services for free assistance. Their telephone number is in the phone book under "Labour, Department of". A mediator will try to bring about an agreed resolution between the employee and the employer. The mediator does not make a decision on who is right or wrong.
- 4.3 If the problem is not resolved at mediation the employee can then apply to Employment Relations Authority for assistance. The Authority may direct the parties to mediation if this has not already occurred and will make a decision based on evidence supplied. The decision may be appealed through the Employment Court within 28 days of the decision.
- 4.4 Due to the seriousness of a formal grievance or disputes claim, the General Manager, as the employer, must be informed of any grievance or dispute lodged using the formal procedure provided. If a dispute relates to a collective employment agreement, the person or party pursuing the dispute must also ensure that all union parties to the agreement are advised of the dispute.
- 4.5 Nothing in the above procedures shall effect the rights of employees to invoke as an alternative, the provisions of the Human Rights Commission Act or the Race Relations Act in appropriate circumstances.

EMPLOYMENT RESOLUTION PROCESS



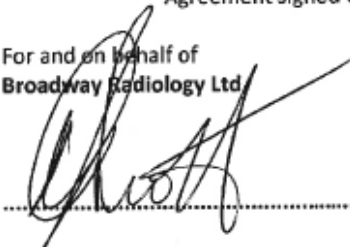
36.0 SAVINGS CLAUSE

Except as specifically varied by this agreement, nothing in this agreement shall operate so as to reduce the wages and conditions of employment applying to any employee covered by the previous collective contract/agreement at the date of this agreement coming into force.

SIGNATURE OF THE PARTIES

Agreement signed the 7th day of December 2018

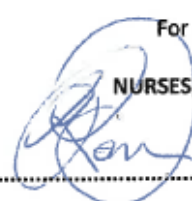
For and on behalf of
Broadway Radiology Ltd



.....

Duncan Scott
Broadway Radiology Ltd

For and on behalf of
NEW ZEALAND
NURSES ORGANISATION



.....

Manny Down
NZNO Organiser

TERMS OF SETTLEMENT

Terms of Settlement

Broadway Radiology LTD and New Zealand Nurses Organisation (NZNO)
2018/2020 Collective Employment Agreement (CEA)

The following are the agreed terms of settlement which were agreed between the parties. These terms are to be taken to members of NZNO for ratification.

Term

2 year term: 1 November 2018 to 31 October 2020

9.1 On Call rate

Monday – Friday City & MRI call	\$7.00per hour
Saturday, Sunday and Public Holidays City & MRI call (8am to 10pm)	\$9.00 per hour unchanged

10.1 Call Back

City week days	\$29.00
Weekend and Public Holidays	\$29.00
MRI	\$145.00

12.1: Rates of Pay

To be back dated to 1 November 2018

2.0% increase 1st November 2018

2.0% increase 1st November 2019

A. MRT

Step	2.0% 1 November 2018 -31 October 2019	2.0% 1 November 2019 - 31 October 2020
1	30.17	30.77
2	33.35	34.02
3	36.52	37.25
4	38.07	38.83
5	39.67	40.47
6	41.37	42.19
7	Merit 42.36	43.20
8	Merit 45.00	45.90

B. MRI

Step	2.0% 1 November 2018 – 31 October 2019	2.0% 1 November 2019 - October 2020
1	43.86	44.73
2	46.59	47.52
3	49.35	50.34
4	52.10	53.14
5	54.81	55.91
6	57.54	58.69
7	Merit 60.30	61.50
8	Merit 63.04	64.30

C. Trainee MRI

Steps	2.0% 1 November 2018 – 31 October 2019	2.0% 1 November 2019 - October 2020
1	\$ 39.54	40.33
2	\$ 41.72	42.56

15.2.2: Uniform Allowance (this is a pro rata payment as set out in the Staff Policy Manual)

Increase payment to \$400

The employer agrees to review proposed new rate within 12 months of this agreement

Merit Progression/Additional Steps Working Party

Both parties to this agreement, agree to meet in 26 February 2019 to set up a working group to address additional steps and merit criteria the working group will comprise of management and NZNO delegates to review the current Merit Progression Criteria . This may result in a variation to this agreement that is mutually agreed upon by both parties post ratification.

Domestic/Family Violence

Broadway Radiology acknowledges that employees may be affected by domestic violence. Broadway Radiology will continue to support these employees, respecting their dignity and privacy in order to assist them to deal with the effects of domestic violence. Domestic Violence (DV) leave and flexible working arrangements will be granted in accordance with the Domestic Violence –Victims Protection Act 2018.

All other terms and condition remain unchanged

Additional Discussions:

The employer agrees to review the current use of the pool vehical policy for staff personnel use when on call, employer agreed to use survey monkey to get feedback from staff.

Health and Safety update training re use of hoist and lifting and look at appropriate equipment.

Schedule 2

Merit Progression/Additional Steps Working Party

Both parties to this agreement, agree to meet in 26 February 2019 to set up a working group to address additional steps and merit criteria the working group will comprise of management and NZNO delegates to review the current Merit Progression Criteria . This may result in a variation to this agreement that is mutually agreed upon by both parties post ratification.

Schedule 3

Domestic/Family Violence

Broadway Radiology acknowledges that employees may be affected by domestic violence. Broadway Radiology will continue to support these employees, respecting their dignity and privacy in order to assist them to deal with the effects of domestic violence. Domestic Violence (DV) leave and flexible working arrangements will be granted in accordance with the Domestic Violence –Victims Protection Act 2018.