


# Terms of Settlement

APEX and Waikato DHB

Perfusionists Collective Agreement

19 November 2021

Clause	Subject	New wording																																																																															
Salaries	Clause 5.0	<table border="1"> <thead> <tr> <th colspan="4">Perfusionists</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td>138,206</td> <td>14</td> </tr> <tr> <td></td> <td></td> <td></td> <td>135,769</td> <td>13</td> </tr> <tr> <td>12 **</td> <td>135,049</td> <td>→</td> <td>132,911</td> <td>12**</td> </tr> <tr> <td>11 **</td> <td>131,543</td> <td>→</td> <td>129,614</td> <td>11**</td> </tr> <tr> <td>10 **</td> <td>126,849</td> <td>→</td> <td>124,623</td> <td>10**</td> </tr> <tr> <td>9 *</td> <td>117,342</td> <td>→</td> <td>121,163</td> <td>9*</td> </tr> <tr> <td>8 *</td> <td>112,723</td> <td>→</td> <td>119,467</td> <td>8*</td> </tr> <tr> <td>7 *</td> <td>108,179</td> <td>→</td> <td>114,781</td> <td>7*</td> </tr> <tr> <td>6</td> <td>103,918</td> <td>→</td> <td>110,097</td> <td>6</td> </tr> <tr> <td>5</td> <td>99,706</td> <td>→</td> <td>105,410</td> <td>5</td> </tr> <tr> <td>4</td> <td>95,492</td> <td>→</td> <td>100,142</td> <td>4</td> </tr> <tr> <td>3</td> <td>91,280</td> <td>→</td> <td>92,556</td> <td>3</td> </tr> <tr> <td>2</td> <td>87,066</td> <td>→</td> <td>88,266</td> <td>2</td> </tr> <tr> <td>1</td> <td>82,854</td> <td>→</td> <td>84,054</td> <td>1</td> </tr> <tr> <td>T</td> <td>60,649</td> <td>→</td> <td>61,849</td> <td>T</td> </tr> </tbody> </table> <p>New perfusionists scale effective 15 November 2021, with translation effective on 15 November 2021. Auto steps to step 7. Merit steps to step 10. Steps 10 and above reserved for chiefs.</p>	Perfusionists							138,206	14				135,769	13	12 **	135,049	→	132,911	12**	11 **	131,543	→	129,614	11**	10 **	126,849	→	124,623	10**	9 *	117,342	→	121,163	9*	8 *	112,723	→	119,467	8*	7 *	108,179	→	114,781	7*	6	103,918	→	110,097	6	5	99,706	→	105,410	5	4	95,492	→	100,142	4	3	91,280	→	92,556	3	2	87,066	→	88,266	2	1	82,854	→	84,054	1	T	60,649	→	61,849	T
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	Clause 5.1	<p>Merit Criteria for the progression of Perfusionists will be as per appendix A.</p> <p>The parties acknowledge that the standard arrangements in the sector provide for annual step-by-step movement through the applicable 'automatic' progression range in the salary scale.</p> <p>The parties acknowledge that nothing in the collective agreement precludes movement through the salary steps more rapidly than by annual increment (e.g. if indicated by advanced job content, skill shortage, responsibilities of the position, or the employee's level of performance). Such progression is not mandated and is at the discretion of the DHB.</p> <p>Lastly, the parties acknowledge that such occasions should be rare, and that any 'out of cycle' salary adjustments can create inequities between staff who have similar qualifications, experience and performance in their role.</p>																																																																															

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<b>Overtime</b>	<b>Clauses 6.2.1 &amp; 6.2.2</b>	<p>6.2.1 In respect of overtime worked on any day (other than a Saturday, Sunday or public holiday), at one and one-half times the normal hourly rate of pay (T1.5) for the first three hours and double the normal hourly rate of pay (T2) thereafter, except that employees working overtime between 2200 hours and 0600 hours on any day shall be paid at the rate of (T2).</p> <p>6.2.2 In respect of overtime worked on a Saturday, Sunday or a public holiday, at double the normal hourly rate of pay (T2).</p>
<b>On Call</b>	<b>Clause 7.1.1</b>	<p><i>Replace clause 7.1.1:</i></p> <p>An employee who is instructed to be on call during normal off duty hours shall be paid an on call allowance of \$8.00 per hour except on public holidays when the rate shall be \$10.00.</p>
<b>On call</b>	<b>Clause 7.3 (new)</b>	<p><i>Add a new clause 7.3 as follows:</i></p> <p>“An on-call employee who receives a telephone call between 2200 and 0600 on a substantive clinical issue which can be resolved over the telephone, and avoids the need for a call back, will be entitled to payment for a minimum two-hour period at the appropriate overtime rate, provided that:</p> <ol style="list-style-type: none"> <li>a. In order to be eligible for payment, each call must be logged and include a file/case note recording relevant details and advice.</li> <li>b. The employee cannot receive more than one payment (including a call-back payment) in respect of the same hours, and all calls received within the period covered by the minimum payment will be counted as one call.</li> <li>c. In any event, the payment shall be no more than four hours in any 12 hour period.</li> <li>d. If the employee is subsequently required to return to the workplace in relation to the same matter on which the telephone advice was provided, the employee will be paid for the call back and not eligible for payment under this clause.”</li> </ol>
<b>Sick leave</b>	<b>Clause 11.1.2</b>	<p><i>Replace clause 11.1.2:</i></p> <p>“Permanent and fixed term employees shall be entitled to 10 working days leave for sick or domestic purposes during the first twelve months of employment, and a further 10 working days in each subsequent twelve month period. Unused sick leave may be accumulated to a maximum current entitlement of 100 working days.”</p>
	<b>Clause 11.1.3</b>	<p><i>Replace clause 11.1.3:</i></p> <p>Casual employees are entitled to sick leave in accordance with the Holidays Act 2003.</p>
<b>CME</b>	<b>Clause 20.3</b>	<p><i>Replace clause 20.3:</i></p> <p>Employees covered by this employment agreement shall be entitled to reimbursement for all travel, accommodation, fees and expenses incurred in CME to a maximum of \$5,000 according to the following provisions:</p>

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		<p>(a) This entitlement may be accumulated to a maximum of \$15,000 over a three (3) year period.</p> <p>(b) The employee who is to attend a course of study or conference or other CME event shall present formal feedback via a presentation or practical teaching session(s) as discussed and agreed with their manager.</p> <p>(c) Employees are entitled to CME reimbursement for the costs of purchasing laptops and other electronic devices/aids, where the main purpose is to support their continuing medical education. This is subject to the WDHB guidelines necessary for financial management purposes including Fringe Benefit Tax.</p>
<b>Clause 38</b>	<b>Term</b>	This agreement shall be deemed to have come into force on 15 November 2021 and shall continue in force until 31 December 2023.
<b>Signatories</b>	<b>Other</b>	Remove Derek Wright as DHB signatory and add Dr Kevin Sneek.
<b>Merit Progression</b>	<b>Other</b>	Insert the attachment 1 as new <b>Appendix A – Merit Progression.</b>

Omar Hamed  
Advocate  
APEX

Kate Coley  
Executive Director Organisational Support  
Waikato DHB

Date: 19 November 2021

## Terms of Settlement - Attachment 1

Insert new Appendix A – Merit Progression:

### Perfusion Merit Progression

**Applies to Clinicians on the following salary scales:** The merit progression process applies to clinical perfusionists on or above step 7 of the APEX & Waikato DHB Clinical Perfusionists Collective Agreement and to those appointed to a designated role or holding formal agreed portfolio accountability.

**Purpose:** Provides a competency-based fair, transparent and consistent process for career and salary progression using the merit progression process for perfusionists on the clinical perfusion salary scale.

**Accountability:** Both the individual practitioner and their manager share accountability for initiating and maintaining the Merit progression process. The process includes setting objectives, preparing the agreed evidence within the perfusionist's portfolio, and presenting achievements at the annual performance review meeting. The perfusionist is responsible for meeting their own tasks and raising any issues that may impact on their ability to complete activities within agreed timelines with their manager/s, with discipline-specific professional consultation.

**Principles:** The principles of fairness, transparency and consistency in the application of the Merit Progression Framework will be achieved by establishing agreed expectations and associated evidence between the individual, their manager with discipline-specific professional input.

The Merit Progression Framework:

- Is a prospective process with an agreed time period to complete. Objective setting may take into consideration work that has been initiated within a reasonable timeframe as long as it remains current to service need or development and of benefit to professional development
- Aligns with regulatory and professional standards as appropriate;
- Requires achievement of a satisfactory performance review as agreed by both parties prior to the commencement of Merit Progression;<sup>1</sup>
- Requires that a perfusionist is not under a performance management process;
- Establishes challenging / growth / development expectations within the practitioner's current role, which could be via a clinical/practice and/or a managerial pathway.

**Timelines:**

- Agreed Merit Progression Plan is completed and then signed off by perfusion unit manager (or their manager) within six weeks of it being submitted
- The Merit Progression Plan would normally cover work undertaken over a period of 12 months
- The merit application is reviewed by the Perfusion Unit Manager (or their manager), with disciplinary-specific professional input
- Manager provides written acknowledgement of receipt of application within 72 hours
- Merit application is assessed within 4 weeks of submission and successful applications will be backdated to the date the application is received, except that that no individual shall receive a salary increase until they have been on their current salary step for 12 months

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<sup>1</sup> Failure of the DHB to complete an APR within the last twelve months shall not prevent the employee from accessing the merit process.

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- If the outcome of the merit progression process does not support a salary increase, the staff member may lodge an appeal within 15 working days. The appeal shall be conducted in a timely manner by the Director of Allied Health.

**Objectives:** At least one objective should come from one of the core domains, and one objective from an elective domain.

**Māori Responsiveness:** One objective or part thereof needs to demonstrate Māori Responsiveness and this may come from any domain. Māori responsiveness may be demonstrated in a variety of ways but, for clarity, may include provision of case examples of perfusionists working with whānau. For example, in circumstances where there has been a death to ensure tikanga is observed through the process.

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Core Domains		Elective Domains			
Advancing Clinical Knowledge and/or Practice	Advancing Technical Knowledge and/or Practice	Leadership	Professional Development	Service Development/Quality Improvement	Evaluation and Research
		<p><i>Develops and applies leadership and management skills within the service.</i></p> <p><i>This domain is particularly relevant for staff in designated roles or beginning to undertake management support responsibilities</i></p>	<p><i>Improving one's own learning and professionalism while enhancing the quality of health outcomes and service delivery of the organisation and/or wider health community</i></p>	<p><i>Leads, initiates or supports service development or quality/risk management initiatives</i></p>	<p><i>Emphasises the development of evaluation and research skills for application to clinical and professional practice. Incorporates the application of practice-based evidence that improves health and quality outcomes that contribute to service delivery</i></p>
<ul style="list-style-type: none"> <li>• Shares specialist knowledge or applies clinical practice skills locally, inter-district or nationally</li> <li>• Acts as a resource person for specialty area to other professional groups, hospitals, management</li> <li>• Leads introduction and implementation of new clinical practices</li> <li>• This may include research related objectives</li> </ul>	<ul style="list-style-type: none"> <li>• Shares specialist knowledge or applies technical practice skills locally, inter-district or nationally</li> <li>• Acts as a resource person for specialty area to other professional groups, hospitals, management</li> <li>• Leads introduction and implementation of new technical practices</li> <li>• This may include research related objectives</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrates leadership and/or management of staff (individuals or within a team), where this is not a core requirement of the role. This may include deputising for the manager for a reasonable period of time.</li> <li>• Takes responsibility for a defined part of the service or for a specialist group on a permanent basis. <i>(Consideration is given to size /</i></li> </ul>	<ul style="list-style-type: none"> <li>• Completes further relevant professional education or qualifications e.g. tertiary/postgraduate including modular course(s)</li> <li>• Peer group mentoring</li> <li>• Internal staff training</li> <li>• Involved in relevant course facilitation and education inside or outside the wider health community/organisation</li> <li>• Advisor to other occupational groups</li> <li>• Acts in 'super-user' role for clinical equipment/IT</li> <li>• Review/critique of published article, paper, journal, book for peers/service</li> </ul>	<ul style="list-style-type: none"> <li>• Takes a significant role in determining service strategic plan and subsequent successful implementation</li> <li>• Takes a primary role in setting up a new service</li> <li>• Identifies gaps in current operations and develops and implements appropriate action plan</li> <li>• Develops, updates or implements relevant policies, procedures and standards of practice or guidelines in line with accreditation requirements</li> <li>• Takes responsibility for the determination and regular review of relevant budgets and/or expenditure (if not part of one's normal duties)</li> </ul>	<ul style="list-style-type: none"> <li>• Leads or actively participates in research projects that may include service review, clinical audit and change of practice</li> <li>• Leads a project that involves a MDT team at local or national level</li> <li>• Submits a research paper for publication in a peer reviewed journal</li> <li>• Acts as a peer reviewer for academic journal</li> <li>• Acts as a principal/co-investigator in research activity internal/external to organisation</li> <li>• Takes a major / active role in research paper</li> <li>• Publication of article in professional journal</li> </ul>

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Core Domains		Elective Domains			
Advancing Clinical Knowledge and/or Practice	Advancing Technical Knowledge and/or Practice	Leadership	Professional Development	Service Development/Quality Improvement	Evaluation and Research
		<p><i>complexity of service and FTE)</i></p> <ul style="list-style-type: none"> <li>• Takes a relevant leadership role in service projects including those relating to change management</li> <li>• Makes significant contribution to relevant professional body and/or develops and extends internal/external networks with peers and professional colleagues including those within training institutions.</li> <li>• Acts as advocate for team/profession/specialist group within the work environment e.g. to senior management</li> <li>• Understands and integrates national or international strategies, policies, guidelines and/or legislation into professional practice</li> </ul>		<ul style="list-style-type: none"> <li>• Management of service assets/clinical equipment (if not part of one's normal duties)</li> <li>• Full participation as staff representative on a service-wide committee e.g. H&amp;S or Quality of Service</li> <li>• Takes an active role in ethical and professional issues relevant to service</li> </ul>	<ul style="list-style-type: none"> <li>• Presents research to relevant staff/group/body</li> <li>• Provides training, mentoring and evaluation to other staff members and/or trainees</li> </ul>

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Core Domains		Elective Domains			
Advancing Clinical Knowledge and/or Practice	Advancing Technical Knowledge and/or Practice	Leadership	Professional Development	Service Development/Quality Improvement	Evaluation and Research
		<i>N.B. if a person holds a designated position the leadership merit objective must involve tasks and/or challenges in excess of that normally associated with the position</i>			

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