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AUCKLAND DISTRICT HEALTH BOARD

**CLINICAL PERFUSIONISTS COLLECTIVE
AGREEMENT**

1 July 2015 to 16 February 2018

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1.0 THE PARTIES TO THIS COLLECTIVE AGREEMENT

- (a) Auckland District Health Board (hereinafter referred to as the employer)
- (b) The Association of Professionals and Executive Employees (hereinafter referred to as the "Union" or APEX).

1.1 NEW EMPLOYEES

The parties agree that any employee, whose work is covered by this agreement and who is engaged by the employer between the dates this collective agreement comes into effect and the expiry date shall be offered in writing the opportunity for this collective to apply to them. The new employee shall from the date of becoming a union member, be entitled to all the benefits, and be bound by all the obligations, under this collective agreement.

Any new employee to whom this Collective applies by virtue of the operation of this sub clause shall be deemed covered by this agreement.

1.2 EXISTING EMPLOYEES

Existing employees who are covered by the Coverage Clause of this agreement may become Union members at any time. Employees shall, from the date of joining APEX, be bound by all benefits and obligations relating to employees under this agreement subject to meeting the requirements of the Employment Relations Act 2000 regarding when a collective agreement will apply to an employee who was/is a member of another union.

1.3 COVERAGE

All employees employed as a registered/certified Clinical Perfusionist or Trainee Clinical Perfusionist, and any employee substantially employed as a registered/certified Clinical Perfusionist or Trainee Clinical Perfusionist but who may from time to time use different titles.

2.0 INTERPRETATIONS

In this Agreement, unless the context otherwise requires:

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

"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.

"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.



“Perfusionist” means an employee who holds a relevant post-graduate qualification or equivalent and meets the minimum standards as set by the appropriate professional body.

“Trainee” means an employee undergoing a recognised course of training.

"Service" means all service with the employer and any individual employee's service recognised at the commencement date of this agreement; except as below:

(i) For Annual leave purposes only:

Service is the aggregate of:

- a. any individual employee's service previously recognised at the commencement date of this Agreement.
- b. For a New Zealand trained Perfusionist, all service as a Perfusionist.
- c. An overseas qualified Perfusionist who meets the requirements of the appropriate registration/certification body at the time of entry into New Zealand shall have all service credited from the date of employment in the New Zealand Health Service.
- e. For a Trainee Perfusionist all service as a Trainee Perfusionist within New Zealand.

3.0 HOURS OF WORK

3.1 Ordinary hours of work shall be 40 per week and not more than eight hours per day between the hours of 0700 and 1900 Monday to Friday with two consecutive days off. Each daily duty shall be continuous except for meal periods and rest breaks. Provided, however, that in certain circumstances, the Employer may require an employee to work at other times and for periods other than those specified.

3.1.1 Alternatively, ordinary weekly hours of work shall be 40 per week in 4 periods of 10 hour days between the hours of 0700 and 1900 Monday to Friday. Employees employed under this provision shall not be entitled to overtime until they have worked 10 hours per day or 40 hours per week. Each daily duty shall be continuous except for meal periods and rest breaks.

3.2 Current employees can only have their hours of work altered following consultation.

3.3 Employees have the right to seek the advice of their union or to have the union act on their behalf before signing any such agreement.

3.4 In normal circumstances, rosters will be notified to those involved not less than 28 days prior to the commencement of the roster.

3.5 The normal working week shall commence on Monday at the normal starting time of the Employer.

3.6 It is acknowledged that elective surgery should be scheduled to finish by 19.00.

3.7 This does not negate where exceptional circumstances arise during surgery, for

Perfusionists to work beyond 19.00.

3.8 For health and safety reasons the use of flexible rostering is recommended to manage the length of hours worked.

3.9 Where a Perfusionists has willingly agreed to work beyond 19.00 nothing in this SECA will prevent this from occurring.

4.0 MEAL PERIODS AND REST BREAKS

4.1 Except when required for urgent or emergency work and except as provided in 4.2 no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.

4.2 An employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time.

4.3 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.

4.4 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer.

45 Where an employee is required to change into and from their protective or work clothing prior to leaving arriving and the employer’s premises, sufficient time will be allowed on duty to change clothing.

5.0 SALARIES AND WAGES

STEP	29-Feb-16	27-Feb-17
Trainee	\$52,647	\$53,700
1	\$69,910	\$71,308
2	\$75,660	\$77,173
3	\$81,965	\$83,604
4	\$89,847	\$91,644
5	\$94,574	\$96,465
6	\$98,778	\$100,754
7	\$102,981	\$105,041
8	\$107,185	\$109,329
9*	\$108,707	\$110,881
10**	\$111,812	\$114,048
11	\$116,289	\$118,615
12	\$119,247	\$121,632
13	\$121,812	\$124,248
14	\$123,998	\$126,478

Auto-progression to step 8

* merit step 1

** merit step 2



Those employees who were paid on step 5 (\$89,115) shall translate to the new step 5 (\$94,574) at 29 February 2016. This translation shall reset their anniversary date for future salary progression purposes (i.e. they shall be required to complete a further 12 months' service on this step before being eligible to progress in accordance with the progression provisions below).

Explanation of scale

1. Appointment to scale is based on years' experience capped at step 8 for Perfusionists not performing paediatric perfusion.
2. Progression to steps 9 and 10 for Perfusionists not performing paediatric perfusion shall be merit based and come into place on the employee's anniversary date following 01 January 2017 based on achieving merit criteria that have been prospectively set with the manager to the maximum caps as explained above.
3. The parties will meet during 2016 to agree merit criteria that will be used to determine movement through the salary scales for non-Paediatric Perfusionists to Step 10 and Step 11. The merit criteria will be effective from 1 January 2017,
4. Perfusionists performing paediatric perfusion appointments based on years' experience capped at step 10.
5. Progression between steps for Perfusionists performing paediatric perfusion shall be merit based and come into place on the employee's anniversary date following 01 January 2012 based on achieving merit criteria that have been prospectively set with the manager to the maximum caps as explained above.
6. Once a trainee Perfusionist is qualified, they shall progress to step 1 of the Clinical Perfusionist scale on the 1st of the month following the successful completion of the training program.
7. Progression through steps 11-12 are for those who hold the designated position of Deputy or any other position approved by the Chief Health Professions Officer.
8. Progression through steps 13-14 are for those who hold the designated position of Chief or any other position approved by the Chief Health Professions Officer.

5.3 PART-TIME EMPLOYEE RATES

A part-time employee shall be paid a rate of salary representing the proportion of the salary payable in respect of full-time employment in the appointment occupied by the employee that the number of hours during the week bears to 40.

5.4 SALARY INCREMENTS WHILE ON STUDY LEAVE

Employees on full-time study leave with or without pay shall continue to receive annual increments when applicable.

5.5 MISCELLANEOUS CONDITIONS RELATING TO SALARIES

No deduction other than such as may be agreed upon between the Employer and the Employee shall be made from the wages of any Employee except for time lost by the Employee through sickness, accident or default.

Except by mutual agreement, salaries, including overtime and allowances, shall be paid at not longer than fortnightly intervals and by direct credit.

5.6 ANNUAL REVIEW PROVISIONS

Any Employee party to this Agreement shall be entitled to a review of his/her salary no less frequently than 12 monthly. Any increase in salary arising from this review shall be effective from the review date.

6.0 OVERTIME

6.1 DEFINITIONS

6.1.1 For calculation purposes, the normal hourly rate shall be one two thousand and eighty-sixth (2,086) part, correct to three decimal places of a dollar, of the yearly rate of salary payable.

6.1.2 Overtime is time worked in excess of the daily duty as defined in Clause 3.

6.2 OVERTIME

6.2.1 At the discretion of the employee, in lieu of payment for overtime, the employee may take equivalent paid time off work at a mutually convenient time. This paid time off shall be at the employee's normal hourly rate.

6.2.2 Where the employee prefers payment, overtime shall be paid at a one-and-a-half times the normal hourly rate (T1.5), except that overtime worked after 2200 hours Monday to Friday, after 1200 hours on Saturday, or all day on Sundays or Statutory holidays shall be paid at double the normal hourly rate (T2).

6.5 MINIMUM BREAK BETWEEN SPELLS OF DUTY

A break of at least twelve continuous hours must be provided before the next rostered duty (excluding emergency call back). Time spent off duty during ordinary hours to obtain a twelve hour break shall be paid at ordinary time rates.

7.0 ON CALL ALLOWANCE

Where an employee is required to participate in the on-call roster, an on call allowance of \$4.04 (\$6.06 on statutory holidays) per hour or part thereof shall be paid.

7.1. Where the employer requires the employee to be available for emergency calls, a cell phone shall be made available to the employee at no expense to the employee.

7.2 CALL-BACK

An employee shall be paid for a minimum of three hours, or for actual working and travelling time, whichever is the greater, when the employee:

(a) Is called back to work after completing the day's work or shift, and having left the place of employment; or

(b) Is called back before the normal time of starting work, and does not continue working until such normal starting time, except that:

- (i) Call backs commencing and finishing within the minimum period covered by an earlier call back shall not be paid for;
- (ii) Where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back.

(c) Call back shall be paid at T1.5 up to 2200 hours Monday to Friday and at T2 from 2200 hours. Call back shall be paid at T1.5 on Saturday from 0700 hours to 1200 hours and at T2 thereafter. Call back shall be paid at T2 on a Sunday or Statutory holiday. Once the T2 threshold has been reached, the call back shall continue to be paid at T2 until its conclusion.

7.3 Where an employee is called back to duty outside his/her normal hours of work, the employee shall either be provided with transport or they shall be reimbursed with accordance with clause 32.

8.0 HIGHER DUTIES ALLOWANCE

8.1 Where a Perfusionist is temporarily appointed or seconded to a higher graded position for a period of 3 or more consecutive working days the employee will receive a higher duties allowance for the whole period of that appointment.

8.2 The higher duties allowance payable shall be the difference between the current salary of the employee acting in the higher position and the minimum salary the employee would receive if appointed to that position.

9.0 PUBLIC HOLIDAYS

9.1 The following days shall be observed as public holidays:

- New Year's Day
- 2 January
- Waitangi Day
- Good Friday
- Easter Monday
- ANZAC Day
- Sovereign's Birthday
- Labour Day
- Christmas Day
- Boxing Day
- Auckland Anniversary Day

When any of the above holidays falls on a Saturday or Sunday, and the employee is not required to work on that holiday, its observance shall be transferred to the following Monday, and, in the event of another holiday falling on such a Monday, the observance of such other holiday shall be transferred to the next succeeding Tuesday.

Provided that, in order to maintain essential services, the Employer may require an employee to work on a public holiday.

9.2 EMPLOYEES REQUIRED TO WORK ON PUBLIC HOLIDAYS

- 9.2.1 A rostered employee required to work on a public holiday on the day it falls or is observed as part of the normal roster (i.e., not as overtime) shall be paid at T1 in addition to normal salary and granted a day's leave on pay at a later date convenient to the Employer.
- 9.2.2 A rostered employee required to work on a public holiday on the day it falls or is observed which would otherwise have been the employee's normal day off (i.e., required to work overtime) shall be paid (in accordance with the Holidays Act 2003) at a rate of T2 for the time actually worked and in addition is to be granted a day's leave on pay at a later date convenient to the Employer.
- 9.2.3 An employee who is rostered on call and who is called back to work on a Public Holiday on the day it falls or is observed is deemed to have been required to work on the public holiday and shall be paid normal salary, the on call allowance and call back allowance as per clause 7.2(c) and is to be granted a day's leave on pay at a later date convenient to the Employer.
- 9.2.4 An employee required to work or be on call on a public holiday on the day it falls or is observed shall receive a minimum of one day's leave on pay at a later date convenient to the Employer.

9.3 PUBLIC HOLIDAYS FALLING DURING LEAVE OR TIME OFF

- 9.3.1 **Leave on pay** - When a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not to be debited against such leave.
- 9.3.2 **Leave without pay** - An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay (including sick leave and military leave without pay) unless the employee has worked during the fortnight ending on the day on which the holiday is observed.
- 9.3.3 **Leave on reduced pay** - An employee shall, during a period on reduced pay, be paid at the same reduced rate for public holidays falling during the period of such leave.
- 9.3.4 **Off duty day** - Except where the provisions of 9.3.1 apply, if a public holiday, , falls on a rostered full-time employee's off duty day (such off duty day not being a Saturday or a Sunday) the employee shall be granted an additional day's leave at a later date convenient to the Employer.
- 9.3.5 When part time employees' work fixed days (example every Monday to Wednesday) they will receive a day's leave if a public holiday falls on one of those fixed days and they work it. If they are not required to work that day, then they will receive the paid public holiday and no days leave is granted. If a public holiday falls on a day, which is NOT one of their fixed days, they neither get paid nor receive a day's leave.
- 9.3.6 Part-time employees whose days of work are not fixed and are not required to work on the public holiday shall be entitled to payment if they worked on the day of the week that the Public Holiday falls more than 40% of the time over the last three months, based on the number of hours normally worked on that day.

9.4 Equivalent time off in lieu of whole holidays is to be treated the same as annual leave in respect of the rules regarding accumulation

10.0 ANNUAL LEAVE

10.1 Subject to 10.2 below, employees shall be granted leave of absence in respect of each leave year as below. Payment for periods of annual leave shall be as per the Holidays Act 2003

- 22 days annual leave for years 1 to 5;
- 25 days annual leave for year 6 onwards (i.e. the employee will accrue annual leave at this rate from the completion of year 5).

10.2 CONDITIONS

The employer will decide, after consultation with the employee, when annual leave will be taken. Approval of annual leave will not be unreasonably withheld. The responsibility to arrange cover for employees' leave lies with the employer. It is not the responsibility of individual employees to find cover for their own leave.

10.2.1 The term "leave year" means the year ending with the anniversary date of the employee's appointment.

10.2.2 For the purpose of this clause, service is as defined in clause 2.

10.2.3 The Employer may permit an employee to take annual leave in one or more periods.

10.2.4 The Employer may permit all or part of the annual leave accruing in respect of a leave year to be postponed to the next following year, but the annual leave entitlement at any one time shall not exceed the total of annual leave accruing in respect of two leave years.

10.2.5 When an employee ceases duty, salary shall be paid for accrued annual leave and the last day of service shall be the last day of such work.

10.2.6 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.

10.3 PAYMENT IN LIEU OF ANNUAL LEAVE FOR CASUAL EMPLOYEES

Casual employees, at the discretion of the employer, shall EITHER:

- (a) be paid in accordance with the Holidays Act 2003 in lieu of annual leave, to be added to each fortnightly or weekly wage payment (no annual taxable earnings calculation is therefore necessary); OR
- (b) annual leave will accrue pro rata according to hours worked in accordance with clause 10.

10.4 LEAVE WITHOUT PAY IN RELATION TO ANNUAL LEAVE ENTITLEMENT

An employee who is granted leave without pay and who remains in the service of the employer, will, except where provision is made otherwise, have such leave counted as

service for annual leave purposes. No annual leave accrues during the period of unpaid leave.

10.5 ON CALL LEAVE

From 27 February 2017, employees who are required to participate on the on-call roster shall be granted 2 hours leave for each weekend day or part thereof where the on-call period is 8 or more hours they are rostered to be on-call, up to a maximum of 3 days' additional leave per annum. Such leave shall be treated the same as annual leave in respect of the rules regarding accumulation.

11.0 SICK LEAVE

11.1 Conditions

- (a) On appointment with the employer, a full time employee shall be entitled to five working days sick leave. On completion of each subsequent six months, he/she shall be entitled to a further five working days, with a maximum entitlement of 30 working days.
- (b) The production of a medical certificate or other evidence of illness may be required.
- (c) Sick leave is to be debited on an hour for hour basis.
- (d) Part-time employees are entitled to sick leave on a pro rata basis but not less than the minimum provided for under the Holidays Act 2003.
- (e) Casual employees have no entitlement to sick leave.

11.2 Discretionary powers of the employer to grant leave in excess of the above-prescribed limits

11.2.1 Where a full time employee is incapacitated by sickness or injury arising out of and in the course of employment, full salary may be paid at the discretion of the employer.

11.2.2 Where an employee is suffering from a minor illness that could have a detrimental effect on the patients or others in the employer's care, the employer may, at their discretion, either:

- (a) Place the employee on suitable alternative duties; or
- (b) Direct the employee to take leave on payment at base rates (T1 only) for not more than eight days in any one year, in addition to the normal entitlement to sick leave.

11.2.3 Where an employee is incapacitated by sickness or injury in their first twelve months of employment, full salary up to a maximum of 10 days may be paid at the discretion of the employer, providing that, should the employee resign or otherwise cease employment, prior to completing twelve months service, repayment shall be made to the employer.

11.3 Sickness at Home

11.3.1 The employer may grant an employee leave on pay as a charge against sick leave entitlement when the employee must stay at home to attend to a member of the

household who through illness becomes dependent on the employee. This person would in most cases be the employee's child or partner but may be another member of the employee's family or household.

11.3.2 Approval is not to be given for absences during or in connection with the birth of an employee's child. Such a situation should be covered by annual leave or parental leave.

11.3.3 The production of a medical certificate or other evidence of illness may be required.

11.4 Sick Leave in Relation to Annual Leave

11.4.1 When sickness occurs during annual leave the employer shall permit the period of sickness to be debited against sick leave entitlement, except where the sickness occurs during leave following relinquishment of office, provided:

(a) the period of sickness is more than three days;

(b) A medical certificate is produced, showing the nature and duration of the illness.

11.4.2 In cases where the period of sickness extended beyond the approved period of annual leave, approval shall also be given to debiting the portion which occurred within the annual leave period against sick leave entitlement if the total continuous period of sickness exceeds three days.

11.4.3 Annual leave may not be split to allow periods of illness of three days or less to be taken as sick leave.

12.0 BEREAVEMENT/TANGIHANGA LEAVE

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

12.2 If bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of 12.1 above. This provision will not apply if the employee is on leave without pay.

12.3 In granting time off therefore, and for how long, the Employer must administer these provisions in a culturally sensitive manner.

13.0 PARENTAL LEAVE

13.1 STATEMENT OF PRINCIPLE

The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave.

13.2 Parental Leave is Leave Without Pay

13.3 ENTITLEMENT AND ELIGIBILITY

Provided that the employee assumes or intends to assume the care of the child born to or adopted by them or their partner, the entitlement to parental leave is:

- (a) In respect of every child born to them or their partner;
 - (b) In respect of every child up to and including five years of age, adopted by them or their partner;
 - (c) Where two or more children are born or adopted at the same time, for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.
- 13.4
- (a) Parental leave of up to 12 months is to be granted to employees with at least one year's service at the time of commencing leave.
 - (b) Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave.
 - (c) Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer.
 - (d) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not the employer employs one or both partners.
- 13.5 In cases of adoption of children of less than five years of age, parental leave shall be granted in terms of 13.3 and 13.4 above, providing the intention to adopt is notified to the employer immediately following advice from the relevant agency to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an approved adoption placement shall be provided to the employer's satisfaction.
- 13.6 Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner certifying the expected date of delivery. The provision may be waived in the case of adoption.
- 13.7 An employee absent on parental leave is required to give at least one month's notice to the employer of their intention to return to duty. When returning to work the employee must report to duty not later than the expiry date of such leave.
- NOTE:** It is important that employees are advised when they commence parental leave that, if they fail to notify the employer of their intention to return to work or resign, they shall be considered to have abandoned their employment.
- 13.8 Parental leave is not to be granted as sick leave on pay.

13.9 JOB PROTECTION

13.9.1 Subject to 13.10 below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:

- (a) At the equivalent salary, grading;
- (b) At the equivalent weekly hours of duty;
- (c) In the same location or other location within reasonable commuting distance; and
- (d) Involving responsibilities broadly comparable to those experienced in the previous position.

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

13.10 OPTIONS

13.10.1 The employer must, 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.

13.10.2 Where the employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 13.9 above) is not available, the employer may approve one of the following options:

- (a) 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
- (b) An offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 13.10.2(a) above for up to 12 months; or
- (c) The appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 13.10.2(a) above for up to 12 months;

Provided that, if a different position is accepted and within the period of extended parental leave in terms of 13.10.2(a), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or

13.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 13.9.1 above, parental leave shall cease.

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

13.13 An employee returning from parental leave may request the Employer to vary the proportion of full time employment from that which applied before the leave was taken. The granting of such a request shall be at the discretion of the Employer, that is the principle of job protection cannot be guaranteed.

13.14 PARENTAL LEAVE ABSENCE FILLED BY TEMPORARY APPOINTEE

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

13.15 PARENTAL LEAVE TOP UP PAYMENT

This payment does not apply to employees who are not entitled to Government Paid Parental Leave.

The employer will for the first six (6) weeks of the approved Parental Leave period, pay the difference between the payment that an employee receives from the Government Paid Parental Leave scheme and what the employee would normally receive as their regular pay.

The “Top Up” payment will be on condition that the employee confirms in writing, their intention to return to work for ADHB for a period of six (6) calendar months and the completion of their approved parental leave period.

Should an employee who receives the “Top Up” payment not return to work following their approved Parental Leave period or returns to work for any period less than six (6) calendar months, then ADHB will recover the funds paid , on a pro rata basis, from the employee

14.0 JURY SERVICE AND WITNESS LEAVE

14.1 Employees called on for jury service or who are subpoenaed, or as a witness for the Crown, the Employer, or in the course of their employment, are required to serve. Where the need is urgent, the Employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.

14.2 An employee called on for jury service or as a witness for the Crown shall be granted leave on pay.

14.3 Where an employee is required to be a witness in a matter arising out of his/her employment, s/he shall be granted paid leave.

14.4 A certificate is to be given to the employee by the Employer 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 Employer but may retain expenses.

14.5 Leave on pay is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the Court does not require the employee, the employee is to report to work where this is reasonable and practical.

15.0 UNION REPRESENTATIVE'S EDUCATION LEAVE

- 15.1 Employers may grant union members leave on pay to undertake trade union education or training, in accordance with the Employment Relations Act 2000. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.

16.0 EMPLOYEE RELEASE

- 16.1 Employees with 5 years continuous service with the current employer may apply for a one-off continuous period of unpaid Employee Release for a period of three months up to a maximum of twelve months. Such application shall be considered on a case-by-case basis and granted at the discretion of the employer. There will be no right of review. All service related provisions/ benefits will be put on hold until resumption of normal duties.
- 16.2 The notification of the employee's intent to return to normal duties will be the same as Clause 13.7 (Parental Leave).
- 16.3 Job protection provisions will be the same as in Clause 13.9.1
- 16.4 The provisions of this clause are separate from and in addition to normal unpaid leave provisions and it is acknowledged that employees may apply for unpaid leave at any time during their employment.

17.0 PROTECTIVE CLOTHING AND EQUIPMENT

- 17.1 In accordance with the Health and Safety in Employment Act and associated Regulations, the Employer shall ensure that employees are provided with any protective equipment required to ensure the safety of employees while at work. The maintenance and replacement of this equipment is the responsibility of the Employer.
- 17.2 Suitable clean protective clothing shall be made available by the Employer where the nature of a particular duty or duties would either continuously or intermittently render an employee's personal clothing or uniform to excessive soiling or damage or expose the employee's person to injury or excessive discomfort through biological, chemical or physical hazards. Such protective clothing shall remain the property of the Employer and, as such, shall be laundered or otherwise cleaned free of charge.
- 17.3 Where the employer requires an employee to wear a specified uniform, or where the nature of the work requires the wearing of protective or work clothing, sufficient sets of the specified uniforms, protective or work clothing will be supplied to each employee and will subsequently be laundered and maintained by the employer. When such items are on personal issue to the employees, they are replaced by the employer subject to fair wear and tear in the service of the employer.
- 17.4 An employee may at the Employer's discretion be compensated for damage to personal clothing worn on duty, or reimbursed dry cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling did not occur as a result of the employee's negligence or failure to wear the protective clothing provided.

18.0 REFUND OF ANNUAL PRACTISING CERTIFICATE/CERTIFICATION

- 18.1 Where an employee is required to hold an annual practising certificate in order to practise that profession with the Employer, the cost of the certificate shall be refunded to

the employee on production of the practising certificate provided that:

- (a) It must be a requirement that a current certificate be held for the performance of duties.
- (b) The employee must be engaged in duties for which the holding of a certificate is a requirement.
- (c) The employee must be a member of the particular occupational class to whom the requirement applies.

18.2 Where an employee is required to be registered or certified, all registration/certification fees shall be reimbursed by the employer.

19.0 CONTINUING MEDICAL EDUCATION

19.1 The employer is committed to Continuing Medical Education (CME) and the ongoing professional development of its employees.

19.2 Employees covered by this collective agreement are entitled to ten (10) paid days per annum for CME.

19.2.1 For the purpose of international travel, reasonable travelling time to and from the CME event shall be provided in addition to the above entitlement.

19.2.2 The above entitlement can be accumulated for one (1) year.

19.3 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 \$4,500 according to the following provisions:

- (a) This entitlement may be accumulated to a maximum of \$13,500 over a three (3) year period.
- (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.

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

19.5 Trainee Perfusionists provisions:

19.5.1 The employer shall reimburse all the costs of training, including course costs and examination fees, and all actual and reasonable travel and accommodation costs.

19.5.2 Participation in any such training programme shall be subject to the prior approval of the appropriate manager.

20.0 EMPLOYEE PARTICIPATION

20.1 The parties to this Agreement accept that change in the Health Service is necessary in order to ensure the efficient and effective delivery of health services.

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

The involvement of employees should contribute to:

- (a) Improved decision-making.
- (b) Greater co-operation between the parties to this Agreement.
- (c) More harmonious, effective, efficient, safe and productive workplace.

Therefore the employer agrees to the following provisions for consultation, recognition of staff participation and access to facilities.

- 20.2.1 Paid time off shall be allowed for recognised staff representatives to attend meetings with management, consult with employees, to consult and discuss those issues addressed in this clause, clause 22 and Clause 22.3 specifically: staff surplus, and options for resolving staff surplus.
- 20.2.2 Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.
- 20.2.3 The amount of time off and facilities provided shall be sufficient to enable full consideration of the issues.
- 20.3 For the purposes of Clauses 20, 21 and 22, the recognised representative shall be the union advocate unless otherwise agreed

21.0 RESTRUCTURING

- 21.1 In the event that all or part of the work undertaken by the employee will be affected by the employer entering into an arrangement whereby a new employer will undertake the work currently undertaken by the employee, the employer will meet with the employee, providing information about the proposed arrangement and an opportunity for the employee to comment on the proposal, and will consider and respond to their comments. The employee has the right to seek the advice of their union or to have the union act on their behalf.
- 21.2 The employer will negotiate with the new employer, including whether the affected employees will transfer to the new employer on the same terms and conditions, and will include in the agreement reached with the new employer a requirement that the employee be offered a position with the new employer at the same or similar terms of employment.
- 21.3 Where the employee either chooses not to transfer to the new employer, or is not offered employment by the new employer, the employer will activate the staff surplus provisions of this agreement.

22.0 STAFF SURPLUS

When as a result of the substantial 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 like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade

or work location (i.e. the terms of appointment to their present position), then the options in sub clause 22.3 below shall be invoked and decided on a case by case basis by the employer having due regard to the circumstances of the affected employee.

22.1 NOTIFICATION

The employer will advise the employee organisation 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. Notification of a staffing surplus shall be advised to the affected employee. This date may be varied by agreement between the parties. During this period, the employer and the employee will meet to discuss the option most appropriate to the circumstances. Where employees are to be relocated, at least one months' notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

22.2 The following information shall be made available to the employee representative

- (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 with the employer.

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

22.3 OPTIONS

The following are the options in order of preference to be applied by the Employer in staff surplus situations:

- (a) Reconfirmed in position
- (b) Attrition
- (c) Redeployment
- (d) Leave without pay
- (e) Retraining
- (f) Severance.

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in sub clause 22.9 will be applied as a package.

22.4 RECONFIRMED IN POSITION

Where a position is to be transferred into a new structure in the same location and grade, where there is one clear candidate for the position, the employee is to be confirmed in it. Where there is more than one clear candidate the position will be advertised internally with appointment made as per normal appointment procedures.

22.5 ATTRITION

Attrition means that as people leave their jobs because they retire, resign, transfer, die or are promoted then they may not be replaced. In addition or alternatively, there may be a partial or complete freeze on recruiting new employees or on promotions.

22.6 RE-DEPLOYMENT

Employees may be redeployed to a new job at the same or lower salary in the same or new location.

22.6.1 Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee at the rate paid in the old job at the time of redeployment. The employer can preserve the salary in the following ways:

- (a) A lump sum to make up for the loss of basic pay for the next **two** years (this is not abated by any subsequent salary increases); or
- (b) An ongoing allowance for **two** years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).

22.6.2 Where the new job is within the same local area and extra travelling costs are involved, actual additional travelling expenses by public transport shall be reimbursed for up to 12 months.

22.6.3 The redeployment may involve employees undertaking some on-the-job training.

22.7 LEAVE WITHOUT PAY

Special leave without pay may be granted within a defined period without automatic right of re-engagement. This provision does not include parental or sick leave.

22.8 RETRAINING

22.8.1 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.

22.8.2 If an employee is redeployed to a position that 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 in-service education.

22.9 SEVERANCE

Payment will be made in accordance with the following:

22.9.1 "Service", for the purposes of sub clause 22.9, means total aggregated service with the employing Employer, with that Employer and one or more other Crown Health Enterprises, and with one or more of the following services:

- (a) Public Service
- (b) Any University in New Zealand
- (e) Any Health Centre in any New Zealand Polytechnic and/or College of Education

However, excludes any service with any of the above Services or with any Board, CHE, HHS or DHB that has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services or from any Boards.

- 22.9.2 With less than 2 years current continuous service with the Employer – 1 month's salary;
 After 2 years continuous service with the Employer – 2 month's salary;
 After 3 years continuous service with the Employer – 3 month's salary.
 These rates shall not be cumulative

22.10 JOB SEARCH

The Employer should assist surplus staff to find alternative employment by allowing them a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the Employer being notified of the time and location of the interview before the employee is released to attend it.

22.11 COUNSELLING

Counselling for affected employees and family will be made available as necessary.

23.0 TECHNICAL REDUNDANCY

Where an employee's employment is being terminated by the employer by reason of the sale or transfer of the whole or part of the employer's business, nothing in this Agreement shall require the employer to pay compensation for redundancy to the employee if:

- 23.1 The person acquiring the business or the part being sold or transferred
- (a) Has offered the employee employment in the business or the part being sold or transferred; and
 - (b) Has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and

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 the same as, or are no less favourable than, the employee's conditions of employment, including:

- (a) Any service related conditions; and
- (b) Any conditions relating to redundancy; and
- (c) Any conditions relating to superannuation

Under the employment being terminated; and

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 part of the business either:

- (a) In the same capacity as that in which the employee was employed by the Employer; or
- (b) In any capacity that the employee is willing to accept.

24.0 NOTICE

Unless otherwise stipulated, the employment shall be deemed to be a monthly one and a month's notice shall be given by either side; but this shall not prevent the Employer from summarily dismissing any employee for serious or wilful misconduct or other just cause. Unless otherwise agreed where the required notice is not given the person terminating the service shall pay or forfeit wages to the value of the unexpired period of notice as the case may require.

25.0 ABANDONMENT OF EMPLOYMENT

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

26.0 DEDUCTION OF UNION FEES

The Employer shall deduct union fees from the wages and salaries of members of the union when authorised in writing by members. The Employer will forward the monies with the names and the individual amounts deducted to the union.

27.0 STOPWORK MEETINGS

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

28.0 PERSONAL GRIEVANCE, DISPUTES & EMPLOYMENT RELATIONSHIP PROBLEMS

28.1 An “employment relationship problem” includes:

- i) A personal grievance
- ii) A dispute
- iii) Any other problem relating to or arising out of the employment relationship.

28.2 Where an Employment Relationship Problem arises the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:

- a) The employee will be provided the opportunity to be represented by their union or other such support person of their choosing at any time during the resolution process.
- b) If the matter is unresolved either party is entitled to seek mediation from the Labour Department or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)

28.3 A “personal grievance” means a claim that you:

- i) Have been unjustifiably dismissed; or
- ii) Have had your employment, or your conditions of employment, affected to your disadvantage by some unjustifiable action by the Employer; or
- iii) Have been discriminated against in your employment; or
- iv) Have been sexually harassed in your employment; or
- v) Have been racially harassed in your employment; or
- vi) Have been subjected to duress in relation to union membership.

28.4 If the employment relationship problem is a personal grievance, you must raise the grievance with the Employer within a period of 90 days, beginning with the date on which the action alleged to amount to a personal grievance, occurred or came to your notice, whichever is the latter. There is also additional time available for raising a personal grievance under the Act, under particular circumstances (ERA Section 115).

28.5 Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.

28.6 If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.

29.0 HEALTH AND SAFETY

The Employer shall comply with the provisions of the Health and Safety in Employment Act and associated Regulations, concerning safety, health and welfare matters. The

parties agree that Employees should be adequately protected from any safety and health hazard arising in the workplace.

- 29.1 It shall be the responsibility of the Employer to ensure that the workplace meets the required standards and that effective and maintained safety equipment is provided.
- 29.2 Where safety equipment is required, it is the responsibility of Employees to ensure it is appropriately utilised.
- 29.3 It is the responsibility of every employee to report any hazards, accidents or injuries as soon as practicable using the Employers hazard management system.
- 29.4 It is the responsibility of the Employer to systematically identify and address any workplace hazards, which may affect the safety of employees.
- 29.5 Where there is a concern regarding the safety of employees, Employees have the right to contact APEX for advice on their rights under Section 28 of the Health and Safety in Employment Amendment Act 2002.

30.0 INDEMNITY

The Employer shall reimburse the employee the cost of professional indemnity insurance cover on production of receipts.

31.0 TEMPORARY OR FIXED TERM AGREEMENTS

Temporary or Fixed Term Employment Agreements should only be used to cover specific situations of a temporary nature or fixed term, e.g. to fill a position where the incumbent is on study or parental leave; or where there is a task of a finite duration to be performed.

Temporary or Fixed Term Employment Agreements while justified in some cases to cover situations of a finite nature, must not be used to deny staff security of employment in traditional career fields.

32.0 USE OF PRIVATE VEHICLE ON EMPLOYER BUSINESS

Employees who are instructed by the employer to use their private motor vehicle on the employer's business shall be reimbursed in accordance with the IRD mileage rates as promulgated by the Inland Revenue Department and adjusted from time to time.

33.0 REIMBURSEMENT OF PROFESSIONAL FEES

The employer shall reimburse the employee the annual cost of membership of the Perfusionists' professional body (Society / College etc).

34.0 TRAVELLING ALLOWANCE

Where an employee is required to attend to employer business away from their base hospital, the employer shall, wherever possible, pay all accommodation, meals and travel costs (i.e. the employee shall not be required to pay for such expenses and get reimbursed at a later date). Employees shall be entitled, with prior approval, to claim any actual and reasonable expenses incurred.

35.0 SAVINGS

Nothing in this agreement shall operate so as to reduce the salary or conditions of employment applying to any employee at the date of this agreement coming into force unless specifically varied by this collective agreement.

36.0 VARIATIONS

This Agreement may be varied by agreement between the parties, subject to APEX Union's normal ratification procedures. Such agreement shall be in writing and signed by the parties.

37.0 TERM OF AGREEMENT

This Agreement shall be deemed to have come into force on 30 November 2015 for a term from 1 July 2015 until 16 February 2018

Dated this day of 2016

Signed:

AUTHORISED Representative of the
EMPLOYEE PARTY

AUTHORISED Representative of the
EMPLOYER PARTY

.....
Deborah Powell
National Secretary
APEX

.....
Ailsa Claire
Chief Executive Officer
Auckland DHB

