



# APEX

Association of Professionals and Executive Employees

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**Waikato** District Health Board

## **PERFUSIONIST COLLECTIVE AGREEMENT**

1 April 2015 to 30 September 2017

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## 1.0 THE PARTIES TO THIS COLLECTIVE AGREEMENT

- (a) Waikato District Health Board (the employer or Waikato DHB); and
- (b) The Association of Professionals and Executive Employees (the Union or APEX).

## 1.1 NEW EMPLOYEES

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

Any new employee to whom this Agreement 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 advising the employer that they are an APEX member, 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.

The terms of this collective agreement in its entirety, cannot be passed on to any existing employee who is not an APEX member.

## 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:

**“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.

**“District Health Board”** (DHB) means an organisation established as a District Health Board under Section 15 of the New Zealand 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. Unless other stated in the clause all conditions for part-time employees are to be prorated in terms of their contracted FTE against a full-time employee.

**“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:

**(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 board at the time of entry into New Zealand shall have all service credited from the date of employment in the New Zealand health service.
- (d) For 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, with two consecutive days off. Each daily duty shall be continuous except for meal periods and rest breaks. Provided, however, that in emergency 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. 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 by agreement. Employees agreeing to alter their hours of work to those specified under 3.1.1, shall be required to record their agreement in writing.
- 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 For the purpose of calculating pay, the working week shall end at midnight Sunday/Monday. When a major part of the shift falls on a particular day, the whole shift shall be regarded as being worked on that day.
- 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 Perfusionist has 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 Except where provided for in 4.2 an employee unable to take a meal after five hours' duty shall be paid at overtime rates from the expiry of five hours until the time when a meal can be taken.
- 4.4 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer.
- 4.5 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.
- 4.6 Where an employee is required to change into and from their protective or work clothing prior to leaving or arriving at the employer's premises, sufficient time will be allowed on duty to change clothing.

#### 5.0 SALARIES AND WAGES

A Perfusionist shall receive an annual rate of salary approved by the employer for the position held.

	Step	3 August 2015	5 September 2016
Trainee		\$55,080	\$56,182
Perfusionist	1	\$75,247	\$76,752
	2	\$79,073	\$80,654
	3	\$82,899	\$84,557
	4	\$86,725	\$88,459
	5	\$90,552	\$92,363
	6	\$94,378	\$96,265
	7	\$98,247	\$100,212
	8	\$102,374	\$104,421
	9	\$106,569	\$108,700
	10	\$115,203	\$117,507
	11	\$119,465	\$121,855
	12	\$122,647	\$125,100

#### Explanation of scale

1. Appointment to the scale is based on years' experience capped at step 6
2. Progression between steps 6 and 12 shall be merit based and come into place on the employee's anniversary date based on achieving merit criteria that have been prospectively set with the manager.
3. Steps 10-12 are reserved for persons appointed as a Chief Perfusionist

4. Once a trainee Perfusionist is qualified, they shall progress to step 1 of the Clinical Perfusionist scale on the 1<sup>st</sup> of the month following the successful completion of the training program.

## **5.1 MERIT CRITERIA**

Merit Criteria for the progression of Perfusionists will be developed between the employer and the union during the term of the Agreement.

Individual criteria that have already been set and agreed to, shall not be changed without the agreement of the affected employee.

## **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.

## **5.6 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, shall be paid at no longer than fortnightly intervals and by direct credit.

## **6.0 OVERTIME, PENAL RATES AND DUTY ALLOWANCES**

### **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**

Subject to sub clause 6.4, overtime shall be paid as below:

- 6.2.1 In respect of overtime worked on any day (other than a 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).
- 6.2.2 In respect of overtime worked on a Sunday or a public holiday, at double the normal hourly rate of pay (T2).

### **6.3 PENAL RATES**

- 6.3.1 Subject to clause 6.4 penal time shall be paid at the following rates **in addition to normal salary:**
- From midnight Friday/Saturday to midnight Sunday/Monday at half the normal hourly rate of pay (T0.5).
- 6.3.2 On Public holidays at the normal hourly rate of pay (T1)
- 6.4 Overtime and penal time shall not be paid in respect of the same hours.

### **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 hours break shall be paid at ordinary time rates.

**NOTE:** If a call-back of less than a full shift is worked between two periods of duty of a full shift or more, a break of twelve continuous hours must be provided either before or after the call-back. If such a break has been provided before the call-back it does not have to be provided afterwards as well. However, should employees spend time working as a result of a call-back between the hours of 2400 and 0500 hours, and if the employee has reasonable concerns regarding their ability to provide safe practice they shall be able, after notification to the employer, to have a 12 hour break after the call back is completed.

Authorised absences, either with or without pay, are as provided for in this agreement and shall be counted as actual hours worked for the purposes of calculating overtime.



## **7.0 ON CALL/CALL BACK ALLOWANCES**

### **7.1 ON CALL ALLOWANCE**

7.1.1 Where an employee is instructed to be on call during normal off duty hours s/he shall be paid an on call allowance of \$4.04 (\$6.06 on statutory holidays) per hour or part thereof while on call.

7.1.2 Where the employer requires the employee to participate in an on call roster a cell phone shall be made available by the employer to the employee for the period of on call duty at no expense to the employee.

### **7.2 CALL-BACK ALLOWANCE**

7.2.1 An employee shall be paid for a minimum of three hours, or for actual working and travelling time, whichever is the greater – at one and one half times the hourly rate (T1.5), 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.

7.2.2 Where part-time employees are part of an official on call roster and are called out from their place of residence in emergency circumstances, they shall be paid on the basis of a minimum of three hours at appropriate rates. The length of the call would be measured in respect of actual time worked only, except that outside of the normal hours of duty (i.e. 0800 hours to 1700 hours Monday to Friday) the length of the call would be measured in respect of actual time worked and reasonable travelling time from the place of call to the place of duty and return to the place of call or residence. The minimum payment prescribed shall apply to each recall, except that:

- (a) Call-outs commencing and finishing within the minimum period covered by an earlier call-out shall not attract any additional payment.
- (b) Where a call-out commences before and continues beyond the end of a minimum period for a previous call-out payment shall be made as if the employee had worked continuously from the beginning of the previous call-out to the end of the latter call-out.
- (c) 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 34.

## **8.0 HIGHER DUTIES ALLOWANCE**

8.1 Where a Perfusionist is temporarily appointed or seconded to a higher graded position for a period of five 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 \$200 per week.

## **9.0 PUBLIC HOLIDAYS**

9.1 The following days are observed as public holidays:

New Year's Day  
The day after New Year's Day  
Waitangi Day  
Good Friday  
Easter Monday  
ANZAC Day  
Sovereign's Birthday  
Labour Day  
Christmas Day  
Boxing Day  
Auckland Anniversary Day

Any employee required to work on New Year's Day, 2nd January, Christmas Day, Boxing Day, Waitangi Day or Anzac Day when these holidays fall on a Saturday or a Sunday will receive the public holiday penal payment and a day in lieu.

Any employee who is not required to work on New Year's Day, 2nd January, Christmas Day Boxing Day, Waitangi Day or Anzac Day when those holidays fall on a Saturday or a Sunday but is required to work on the days on which they are observed will receive the public holiday penal payment and a day in lieu.

Any employee who is required to work on New Year's Day, 2nd of January, Christmas Day, Boxing Day, Waitangi Day and Anzac Day when those holidays fall on a Saturday or Sunday and is required to work on the days on which they are observed will receive the public holiday penal payment for the actual days on which they fall, the weekend penal payment for the days on which they are observed and a day in lieu for each public holiday worked.

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 as part of the normal roster (i.e., not as overtime) shall be paid at time one (T1) in addition to normal salary, and is also to be 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 which would otherwise have been the employee's normal day off (i.e., required to work overtime) shall be paid at a rate of T2 for the hours 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 required to be on call on a public holiday shall be granted a minimum of one day's paid leave 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 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.

9.3.7 Equivalent time off in lieu of whole holidays is to be treated the same as annual leave in respect of the rules regarding accumulation (refer to clause 10.2.4).

## **10.0 ANNUAL LEAVE**

10.1 Subject to clause 10.2 below, employees shall be granted five weeks leave of absence on full pay in respect of each leave year as follows:

### **10.2 CONDITIONS**

The employer may decide, after consultation with the employee, when annual leave will be taken. Approval of annual leave will not be unreasonably held. 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 ANTICIPATION OF ANNUAL LEAVE FOR OVERSEAS TRIP**

An employee with over 20 years' current continuous service may anticipate one year's annual leave entitlement for the purpose of taking a trip overseas.

### **10.4 PAYMENT IN LIEU OF ANNUAL LEAVE FOR CASUAL EMPLOYEES**

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

- be paid 8% gross taxable earnings in lieu of annual leave, to be added to each fortnightly or weekly wage payment (no annual taxable earnings calculation is therefore necessary); OR
- Annual leave will accrue pro rata according to hours worked in accordance with clause 10.

## **11.0 SICK LEAVE**

### **11.1 CONDITIONS**

11.1.1 Where an employee is granted leave of absence because of sickness or injury not arising out of and in the course of employment (in this clause referred to as "sick leave"), the employee shall be entitled to payments at the rates below in clause 11.1.2.

11.1.2 On appointment with the employer, a full time employee shall be entitled to 10 working days' sick leave. On the completion of each additional 12 months, he/she shall be entitled to a further ten working days (i.e. T1 rate), with a maximum entitlement of 80 working days. The employee shall be paid at relevant daily pay as prescribed in the Holidays Act 2003 for up to 5 days per annum (accruable to 20 days) and thereafter shall be paid at T1 for the balance

The production of a medical certificate or other evidence of illness may be required in accordance with the Holidays Act 2003.

11.1.3 Part-time employees are entitled to sick leave on a pro rata basis subject to the minimum requirements of the Holidays Act 2003.

11.1.4 Casual employees have no entitlement to sick leave unless otherwise entitled under the Holidays Act 2003.

### **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, salary (full or base) may be paid at the discretion of the employer.

11.2.2 Where an employee is otherwise healthy but is stood down from clinical duties as a result of infection control requirement she 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.

### **11.3 DOMESTIC LEAVE**

11.3.1 The employer may grant an employee leave on payment at the specified rates 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 or injury 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 in accordance with the Holidays Act 2003.

#### **11.4 SICK LEAVE IN RELATION TO ANNUAL AND LONG SERVICE LEAVE**

- 11.4.1 When sickness occurs during an employee's annual or long service 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 or long service leave, approval shall also be given to debiting the portion which occurred within the annual or long service leave period against the employee's sick leave entitlement if the total continuous period of sickness exceeds three days.
- 11.4.3 Annual or long service leave may not be split to allow periods of illness of three days or less to be taken as sick leave.

#### **11.5 LEAVE WITHOUT PAY IN RELATION TO SICK LEAVE ENTITLEMENTS**

An employee who is granted leave without pay and who remains in the service of the employer, will have such leave included in determining sick leave entitlement.

#### **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 as stated 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 LONG SERVICE LEAVE**

- 13.1 Long Service Leave of one week shall be accumulated by the employee for each five years of uninterrupted continuous service. Only service at Waikato DHB after 1 July 2004 shall be considered in regard to calculating an employee's entitlement.
- 13.2 Long Service Leave will be paid on the same basis as annual leave as per the Holidays Act 2003 as at the time of taking the leave.
- 13.3 Leave without pay in excess of three months taken on any one occasion will not be included in the five year qualifying period, with the exception of parental leave.
- 13.4 Long Service leave must be taken in one continuous period, and will require the consent of the employer in regard to when the leave can be taken.

- 13.5 If an employee dies prior to taking any accrued entitlement then the monies equivalent as of the time of death shall be paid to the deceased's estate. In no other circumstances will an employee be entitled to be paid out for their Long Service Leave.
- 13.6 Long Service Leave must be taken prior to the next accrual of such leave.

#### 14.0 PARENTAL LEAVE

- 14.1 Parental leave shall be granted in accordance with the Parental Leave and Employment Protection Act 1981.

Except that employees in their first twelve months of employment may apply for parental leave of up to six months duration. Such leave shall be applied for and granted as per the Parental Leave and Employment Protection Act 1981.

- 14.2 **Guidelines:** Please note the matters below are intended by way of general guidance only and it is not intended to add to the rights or obligations as provided by the governing Act. Employees should seek the advice of their manager, APEX, or the Department of Labour ([www.ers.govt.nz](http://www.ers.govt.nz) or 0800 20 90 20) in applying for parental leave.

Parental Leave is up to a maximum of 52 weeks, depending upon length of service for each couple excluding any period of paternity leave.

(a) Obligations of Employee.

The employee must give a minimum of three months written notice to the employer prior to the expected date of delivery. Such notice shall contain a certificate from their medical practitioner or LMC stipulating that the employee or the employee's partner is pregnant and the expected date of delivery. The notice shall also stipulate the period for which the employee is seeking to take as leave.

If the employee is adopting a child whose age is less than five then the employee must notify the employer of such and their intention to take parental leave within fourteen days of receiving notification of the adoption or placement of the child to them. Note: this does not require the employee to give a minimum notice of their intention. Notice of actual placement and the need to commence parental leave may be less than two weeks.

In both such instances the employee must provide the date of delivery or adoption and the period for which the employee is seeking to take as leave.

Date of return that he or she intends to return to their employment.

Generally, any early return to workplace or any change to the terms and conditions of employment on the return to workforce must be with the agreement of both employer and employee.

(b) Obligations of Employer

Within 3 weeks of receiving an application for parental leave the employer notify in writing the employee of their entitlement to parental leave and whether their position will be kept open.

Subject to the position not being both a key position and one it which is not practical to employ someone on a fixed term agreement as a replacement then the employer shall keep the employee's position open for them on their return to work.

Recognise the employee's service as being continuous on their return to work.

Ensure the employee's terms and conditions remain the same

### **14.3 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 fourteen (14) 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.

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 WDHB will recover the funds paid , on a pro rata basis, from the employee

### **15.0 JURY SERVICE AND WITNESS LEAVE**

- 15.1 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.
- 15.2 An employee called on for jury service or as a witness may elect to take annual leave, leave without pay, or leave on pay.
- 15.3 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.
- 15.4 Where leave on pay is granted, 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.
- 15.5 Where leave on pay is granted, it 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.

### **16.0 UNION REPRESENTATIVE'S EDUCATION LEAVE**



Employers shall 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.

## **17.0 EMPLOYEE RELEASE**

17.1 Employees with five 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 12 months. Such application shall be considered on a case-by-case basis and granted at the discretion of the employer. All service related provisions/benefits will be put on hold until resumption of the employee's normal duties.

17.2 The notification of the employee's intent to return to normal duties will be the same as clause 14.2(a) (Parental Leave).

17.3 Job protection provisions will be the same as in clause 14.2(b)

The provisions of this clause are separate from, and in addition to, normal unpaid leave provisions. It is acknowledged that employees may apply for unpaid leave at any time during their employment.

## **18.0 PROTECTIVE CLOTHING AND EQUIPMENT**

18.1 In accordance with the Health and Safety in Employment Act and any 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.

18.2 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.

18.3 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.

## **19.0 REFUND OF ANNUAL PRACTISING CERTIFICATE**

19.1 Where an employee is required by law 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.

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

## **20.0 CONTINUING MEDICAL EDUCATION**

Trainees are not entitled to access clauses 20.1 – 20.4

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

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

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

20.2.2 The above entitlement can be accumulated for two (2) years.

20.3 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 \$5,000 according to the following provisions:

- (a) This entitlement may be accumulated to a maximum of \$10,000 over a two (2) 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.

20.4 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.

### **20.5 Trainee Perfusionists provisions:**

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

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

20.5.3 Nothing in the collective agreement shall prevent the employer requiring the trainee to enter into a bond covering all costs either paid to the trainee on their behalf or incurred by the employer in regard the training of the employee

20.5.3.1 Reimbursement of any costs shall only apply where the employee:-

- a) Fails to complete the requisite training requirements to become a Perfusionist. The reimbursement shall be limited to course fees and examination fees; or
- b) Leaves the employment of the employer prior to completing two years' service after qualifying as a Perfusionist. The reimbursement shall be limited to course fees, examination fees and registration fees according to the following scale

0-6 months after date of qualification	100%
6-12 months after date of qualification	75%
12-18 months after date of qualification	50%
18-24 months after date of qualification	25%

## **21.0 EMPLOYEE PARTICIPATION**

- 21.1 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.
- 21.2 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.

- 21.2.1 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 and clause 24.0 and 24.3 specifically: staff surplus, and options for resolving staff surplus.
- 21.2.2 Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.
- 21.2.3 The amount of time off and facilities provided shall be sufficient to enable full consideration of the issues.
- 21.2.4 Mechanisms established for the purpose of 'Management of Change' will allow input and recommendations to be made to the employer, who will consider these recommendations and will make best endeavours to take the views of their employees into account before making final decisions.
- 21.2.5 The employer agrees that the employees and the Union representative will be advised of any review which may result in significant changes to either, the structure, staffing, or work practices affecting employees and allow for the opportunity for employees and their representatives to be involved in the review so as to allow substantive input.

When the implementation of decisions arising from any such reviews will result in staff surpluses the procedures under staff surplus shall be adopted.

- 21.3 For the purposes of clauses 21.0, 22.0 and 23.0, the recognised representative shall be the Union advocate unless otherwise agreed.

## **22.0 RESTRUCTURING**

- 22.1 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.
- 22.2 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.
- 22.3 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.

## **23.0 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 subclause 24.3 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.

## **24.1 NOTIFICATION**

The employer will advise the Union 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, and this notice will include information as detailed in subclause 24.2. Notification of a staffing surplus shall also be advised to the affected employee on a date that 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 month's 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).

- 24.2 The following information shall be made available to the Union:
- (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 and names of the affected union members; and
  - (e) availability of alternative positions with the employer.

On request, the Union will be supplied with relevant additional information where available.

### 24.3 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 24.10 will be applied as a package.

### 24.4 RECONFIRMED IN POSITION

Where a position is to be transferred into a new structure in the same location and grade, and 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 with appointment made as per normal appointment procedures.

### 24.5 ATTRITION

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

### 24.6 RE-DEPLOYMENT

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

24.6.1 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 on-going allowance for **two** years, equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).

24.6.2 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.

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

- 24.6.4 Where the employee refuses to accept redeployment into a new job at the same or lower salary in the same or new location, the employee shall not be entitled to any severance payment in accordance with clause 24.9, other than notice of termination.

Unless the employee otherwise agrees, any such redeployment shall be to a position that aligns with the employee's scope of practice, as defined by the Health Practitioners Competence Assurance Act 2003, if relevant to their previous position.

#### **24.7.8 RETRAINING**

- 24.7.1 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.

- 24.7.2 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.

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 tertiary or other institution, nursing bridging programmes, etc.

#### **24.9 SEVERANCE**

Payment will be made in accordance with the following:

- 24.9.1 For employees engaged prior to 30 June 1992 "Service" for the purposes of this sub clause 24.9 means total aggregated service with the employing employer, with that employer and one or more other District Health Boards, 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

**NOTE:** However, this 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.

- 24.9.2 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
- 24.9.3 Outstanding annual leave and long service leave may be separately cashed up.

## **24.10 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.

## **24.11 COUNSELLING**

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

## **25.0 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:

25.1 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
- (c) 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:
  - (i) any service related conditions; and
  - (ii) any conditions relating to redundancy; and
  - (iii) any conditions relating to superannuation

under the employment being terminated; and

- (d) 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:
  - (i) in the same capacity as that in which the employee was employed by the employer; or
  - (ii) in any capacity that the employee is willing to accept.

## **26.0 NOTICE**

26.1 Unless otherwise stipulated, the employment shall be deemed to be four weekly and four weeks 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.

## **26.2 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.

## **27.0 DEDUCTION OF UNION FEES**

27.1 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.

## **28.0 STOPWORK MEETINGS**

28.1 Subject to subsections 28.2 to 28.5, 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.

28.2 The representative shall give the employer at least 14 days' notice of the date and time of any meeting to which subsection 28.1 is to apply.

28.3 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 employer's members to remain available during the meeting to enable the employer's operation to continue.

28.4 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.

28.5 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.

## **29.0 PERSONAL GRIEVANCE, DISPUTES & EMPLOYMENT RELATIONSHIP PROBLEMS**

29.1 An "employment relationship problem" includes:

- (a) a personal grievance
- (b) a dispute
- (c) any other problem relating to or arising out of the employment relationship



- 29.2 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 Ministry of Business, Innovation and Employment 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.)
- 29.3 A “personal grievance” means a claim that the employee:
- (a) has been unjustifiably dismissed
  - (b) has had their employment, or their conditions of employment, affected to their disadvantage by some unjustifiable action by the employer
  - (c) has been discriminated against in their employment
  - (d) has been sexually harassed in their employment
  - (e) has been racially harassed in their employment
  - (f) has been subjected to duress in relation to Union membership
- 29.4 If the employment relationship problem is a personal grievance, the employee 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 the employee’s 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).
- 29.5 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.
- 29.6 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.

## **30.0 HEALTH AND SAFETY**

The employer shall comply with the provisions of the Health and Safety at Work Act 2015 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.

- 30.1 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.
- 30.2 Where safety equipment is required, it is the responsibility of employees to ensure it is appropriately utilised.

- 30.3 It is the responsibility of every employee to report any hazards, accidents or injuries as soon as practicable using the employer's hazard management system.
- 30.4 It is the responsibility of the employer to systematically identify and address any workplace hazards, which may affect the safety of employees.
- 30.5 Where there is a concern regarding the safety of employees, employees have the right to contact APEX for advice on their rights under Section 83 of the Health and Safety at Work Act 2015.

### **31.0 INDEMNITY**

The employer shall ensure that it is insured in such a manner as to provide adequate professional indemnity insurance cover for employees including cover for the costs of independent legal representation in the event of claims or issues that affect an employee and the provision of adequate run-off cover for an employee for claims arising after an employee has ceased employment with the employer in respects of acts or omissions during employment.

### **32.0 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.

### **33.0 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 paid a motor vehicle allowance as promulgated by the Inland Revenue Department and adjusted from time to time.

### **34.0 TRAVELLING ALLOWANCE**

Where an employee is required to attend to employer business away from their base hospital, the employer shall pay all accommodation, meals and travel costs directly where possible (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 REIMBURSEMENT OF PROFESSIONAL FEES**

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

## **36.0 SAVINGS**

36.1 This Agreement supersedes all terms and conditions in previous agreements.

However, as significant changes have been made, it is acknowledged that certain terms and conditions may have inadvertently been omitted. This agreement shall not operate so as to deprive employees of a benefit that was omitted in error. Nor shall it operate so as to provide an employee with a benefit that was inadvertently included.

## **37.0 VARIATIONS**

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

## **38.0 TERM OF AGREEMENT**

This Agreement shall be deemed to have come into force on 1 April 2015 and shall continue in force until 30 September 2017 .