



HCM SON GRAPHERS

**COLLECTIVE AGREEMENT
1 AUGUST 2024 – 31 JULY 2026**

If you have any issues with this employment agreement including:

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

Contact your delegate or APEX

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**Heart Centre Management
Limited**

Cardiac Sonographers

Collective Agreement

1 August 2024 – 31 July 2026

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1.0 Parties

1.1 The parties to this Individual Employment Agreement are:

- a) Heart Centre Management Limited (hereinafter referred to as “the employer”)
- b) APEX (hereinafter referred to as “the union”)

1.2 This collective agreement shall apply to employees of the employer who are employed as cardiac sonographers or student/trainee cardiac sonographers, and who are members of the union.

2.0 Term

2.1 This Agreement shall have a term from 1 August 2024 until 31 July 2026.

3.0 Variation

3.1 Any variation to this agreement will be mutually agreed between the parties and such variation will be in writing and signed by both parties.

4.0 Hours of Work

4.1 Up to 80 hours per fortnight. Each employee’s actual hours of work shall be as provided for in their letter of offer.

4.2 The employer will provide meal and rest breaks in accordance with the Employment Relations Act 2000.

5.0 Remuneration

5.1 Salaries

Salary scales are provided for in the Appendix.

5.2 Overtime

Overtime is time worked in excess of 8 hours per day or the rostered shift whichever is greater or their contracted hours in any week or 80 hours per fortnight. Overtime must be authorised in advance by the Practice Manager or their delegate. No time worked shall qualify for both overtime and penal (public holiday). Overtime shall be paid at T2 of the employee’s appropriate hourly rate in the first instance (or, by mutual agreement, TOIL shall accumulate at the rate of T2 of the overtime hours worked). An employee who works two hours or more overtime will be paid an additional \$25 allowance.

5.3 Call Back on a Workday

Where the employee has left the workplace and is called back in, the employee will be paid for actual time worked with a minimum of 3 hours – to be paid at twice (T2) the employee's hourly rate of pay.

The employee will receive travel time – one half hour of the hourly rate at time and one half (T1.5).

A day-in-lieu will be granted if called in on a public holiday and the public holiday would otherwise be a working day for the employee.

5.4 Call in on a Rostered Day Off

The employees who are asked to work on a rostered day off will be paid for actual time worked with a minimum of 3 hours – to be paid at T1.5 the employee's hourly rate of pay.

6.0 Leave

6.1 Public Holidays

6.1.1 Employees will be entitled to public holidays in accordance with the Holidays Act 2003.

6.1.2 A permanent employee who is required to work on a public holiday will be paid at time and a half their ordinary rate of pay for the hours worked and be entitled to a paid day-in-lieu if the public holiday worked would otherwise be a working day for the employee.

6.2 Annual Leave

6.2.1 Five weeks annual leave per annum paid in accordance with the Holidays Act 2003.

6.3 Long Service Leave

6.3.1

- a) One holiday of one week after the completion of 5 years current continuous service with the same employer.
- b) One holiday of two weeks after the completion of 10 years current continuous service with the same employer.
- c) One holiday of three weeks after the completion of 15 years current continuous service with the same employer.

- d) One holiday of four weeks after the completion of 20 years and before the completion of 25 years of current continuous service with the same employer.
- e) One holiday of five weeks after the completion of 25 years of current continuous service with the same employer.
- f) One holiday of six weeks after the completion of 35 years of current continuous service with the same employer.

6.3.2 Long service leave must be taken within one year of entitlement, will be calculated at the hours worked upon entitlement and paid at the ordinary rate of pay.

6.3.3 If an employee, having become entitled to a LSL holiday, leaves his employment before such holiday has been taken, he shall be paid in lieu thereof.

6.4 Sick Leave

6.4.1 In accordance with the Holidays Act 2003 and its amendments, a permanent employee shall be entitled to 10 days sick leave per annum. The employee shall be entitled to 5 days sick leave on commencement of employment and the balance of 5 days sick leave after the completion of six months of employment.

6.4.2 After each 12 months continuous service a permanent employee is entitled to 10 days of sick leave.

6.4.3 This entitlement accumulates to a maximum of 60 days.

6.4.4 Sick leave may be taken if

- a) The employee is sick or injured; or
- b) The employee's spouse or partner is sick or injured; or
- c) A person who depends on the employee for care is sick or injured.

6.4.5 The Employer may require the employee to provide proof of the sickness or the injury (including a medical certificate) to support any sick leave absences of 3 or more consecutive calendar days. Such proof will be obtained at the employee's cost.

6.4.6 The employee shall, where possible, advise the employer prior to the commencement of work period of inability to work because of sickness.

6.4.7 A payment of 20% of the value of unused sick leave will be paid, when the yearly entitlement minus used days equals 5 days or more i.e.

Entitlement 10 days, 4 taken = 6 days @ 20% payment.

Entitlement 6 days, 2 taken = 4 days - no payment.

6.4.8 Unused sick leave will continue to accumulate.

6.5 Bereavement Leave

- 6.5.1 A permanent employee is entitled to paid bereavement leave from commencement of employment.
- 6.5.2 Upon the death of an employee's spouse, partner, parent, brother, sister, child, stepchild, grandparent, grandchild or parent-in-law or where the employee or their partner experiences a still birth or miscarriage, the employee is entitled to three days bereavement leave.
- 6.5.3 An 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 one day. Any further leave shall be at the discretion of the Employer.
- 6.5.3 Any approval/payment of greater entitlements than 6.5.2 and 6.5.3 will require the approval of a Senior Manager.
- 6.5.5 If a 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. This provision will not apply if the employee is on leave without pay.

6.6 Parental Leave

- 6.6.1 The provisions of the Parental Leave and Employment Protection Act 1987 and its amendments will apply.
- 6.6.2 Where an employee takes parental leave under this clause, and they assume or intend to assume the primary care of the child, and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987, the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full-time) to the value of \$5,000 (pro rata if less than fulltime).

Where the employee does not return to work at the expiry of the parental leave or returns for less than six months of continuous employment, the employee will repay the additional parental leave on a pro rata basis.

6.7 Continuing Professional Development

- 6.7.1 The employer is committed to continuing professional development (CPD) and the ongoing professional development of its employees.

- 6.7.2 Fulltime or part time employees, employed only by the employer, shall be entitled to a minimum of 5 days approved education leave each year, which can be used on rostered and non-rostered days (including weekends), accumulative to three years.
- 6.7.3 Where an employee is employed for 4 or more days per week by Heart Centre Management and no other employer or sonography contract work is performed, this shall be considered fulltime.
- 6.7.4 Where an employee is employed part time (<32 hours per week) continuing professional development will be on a pro rata basis but also taking into account other sonographer activity (employment or contract work) and the need to maintain an appropriate level of professional education.
- 6.7.5 Reimbursement for all travel, accommodation, fees and expenses incurred in CPD to a maximum of \$4,000 per annum. This entitlement may be accumulated to a maximum of \$12,000 over a three year period.
- 6.7.6 Courses are to be discussed between the employee and their direct manager for approval.

7.0 Payment of Wages

- 7.1 Pay period is Monday – Sunday (a fortnight later).
- 7.2 Wages will be paid fortnightly and be credited to a bank account nominated by the employee within 4 days of the end of the pay period.
- 7.3 The payment of wages on termination will be made by direct credit and is subject to the employee returning all keys, uniforms, equipment and other items supplied by the employer (or the employer may deduct the residual value of unreturned items from any money owed to the employee whatsoever).

8.0 Continuity of Service

- 8.1 For the purpose of this Agreement continuous service with the same employer will not be deemed to be broken by reason of the sale or transfer, including merger, of the employer's business to a new employer who continues to employ such workers.
- 8.2 This clause shall not apply to workers who have received redundancy compensation from the previous employer and who are subsequently or immediately employed by the new business operator.

9.0 Jury Service

- 9.1 Where an employee is obliged to undertake jury service, the difference between the fees (excluding reimbursing payments), if any, paid by the Court and the employee's ordinary rate of pay shall be made up by the employer, provided:
- i. The employee must give notice of the date of the jury service as soon as possible.
 - ii. That the employee produces the Court expenses voucher to the employer.
 - iii. That the employee returns to work immediately on any days she/he is not actually serving on a jury.
- 9.2 These payments shall be made for up to a maximum of five days in respect of each separate period of jury service.

10.0 Uniforms

- 10.1 Where uniforms, smocks or other special clothing is required by the employer to be worn, these items will be supplied by the employer. All items supplied remain the property of HCML.
- 10.2 Protective clothing and rubber gloves shall be made available as necessary if the nature of the work so requires.
- 10.3 For the purpose of calculating the value of unreturned items at termination, the initial value shall be reduced by 1/12th for each complete month which has elapsed since time of issue to account for fair wear and tear. Provided, however, that the first obligation of the employee is to return all items supplied.
- 10.4 The employee, when on duty, is obliged to wear footwear and hosiery acceptable to the employer.

11.0 Meals

- 11.1 Tea, coffee, milk and sugar shall be available at meal times without charge to employees.
- 11.2 The provision of meals to employees is not obligatory. Staff may purchase meals at the Cafeteria either on a casual basis (if available) or by arrangement with the cafeteria staff.

12.0 Termination

12.1 Notice

- 12.1.1 The employee or the employer may terminate employment by giving the other four weeks' notice in writing. There may be special circumstances where less notice is mutually agreed. These will be considered on a case by case basis.

12.1.2 If the required notice is not given it shall be paid or forfeited in lieu. In cases of summary dismissal for gross misconduct, dismissal may be without notice.

12.2 Abandonment of Employment

Where an employee is absent from work for a continuous period exceeding three days without the consent of the employer or without notice to the employer the employee shall be deemed to have terminated their employment unless the employer agrees there were extenuating circumstances.

12.3 Deduction from Wages

When notice of termination is given by the employer or the employee, the employer will advise the employee of any money or property owed to the employer. This advice will, except in exceptional circumstances, be at least one week before the last day of work. Following this advice, the employer may make deductions from the employee's wages in respect of any money or property owed to the employer which has not been repaid or returned to the employer before the employee leaves.

12.4 Redundancy

12.4.1 Redundancy provisions apply to permanent employees only, whether full or part time

12.4.2 Where possible the employer will provide the employee with 30 days written notice of redundancy. This should be possible in all but exceptional circumstances (e.g. receivership). Employees will be given assistance and reasonable leave with pay to attend interviews for alternative employment i.e. up to 1 day per week of the notice period. No other redundancy compensation is payable

12.4.3 Where the employer proposes to restructure HCML's operation in a way that is likely to involve significant change to the employee's duties, numbers of employees, or their hours of work, the employer will consult with the union and staff affected.

12.4.4 Where the employer proposes to redeploy a staff member within HCML, the agreement of the staff member will be sought, and will not be considered to have been unreasonably withheld if the redeployment will have the effect of reducing the staff member's usual weekly income and/or hours; or if the nature of the work is significantly different from that normally practised by the staff member.

12.4.5 The Employee shall be considered to be redundant if the Employer determines that the position held is surplus to requirements and no suitable redeployment options exist.

12.4.6 Where redundancy occurs, compensation will be as follows: 6 weeks' pay for the first year of service or part thereof;

- a. two weeks' pay for the second, third, fourth and fifth year of service; 1 week's pay for each year thereafter.
- b. Providing that the maximum pay-out allowed will be 20 weeks' pay.
- c. Payment will be as per the employee's current hours of work and at their usual rate of pay.
- d. Where the employee continues to work for the employer but his/her hours have been reduced by agreement, compensation will be paid according to the redundancy formula in clause 12.4.5, pro-rated according to the number of hours lost as a proportion of the employee's usual hours of work.
- e. Where the employee continues to work at HCML, but his/her weekly income is reduced by agreement, compensation shall be paid on the same basis as for loss of hours.
- f. Pay for the purposes of redundancy, or income lost will be the person's average earnings, calculated as per the Holidays' Act.

12.5 Sale, Transfer or Contracting Out

12.5.1 With the view to protecting employees from being disadvantaged in the event of the work undertaken by them being contracted out or the business or part of the employer's business being sold or transferred to another organisation, the employer shall take all practical steps to ensure continuity of employment for all employees and to maintain their conditions of employment.

12.5.2 The employer will act in good faith at all times and will consult with the employee affected. Options that will be considered are:

- Redeployment with the employer

13.0 Medical Insurance

13.1 The employer will contribute at \$800 per annum towards membership of the Southern Cross Healthcare plan for you.

14.0 Health & Safety

14.1 The employer and employees shall take all reasonable precautions for the safety and health of all employees. Employees who do become aware of damage or faults to equipment or the existence of other hazards that may endanger the health or safety of others shall immediately report such damage, fault or hazard to the employer.

15.0 Changes to Work Pattern Due to Pregnancy/Health Concerns

15.1 During pregnancy, an employee may request a change to their work pattern. This may be supported by advice from a health professional. If the advice recommends a change to their work pattern, shifts worked or number of hours, arrangements are to be agreed between the line manager and employee.

15.1 Employees with health concerns may request a change to their work pattern. This may be supported by advice from a health professional. If the advice recommends a change to their work pattern, shifts worked or number of hours, arrangements are to be agreed between the line manager and employee.

16.0 Flexible Working Arrangements

An employee who makes a request for flexible working arrangements shall have their request considered in accordance with Part 6AA of the Employment Relations Act.

17.0 Harassment

17.1 Harassment in the Workplace

17.1.1 The parties to this agreement agree that harassment is unacceptable and will not be condoned in the workplace. Harassment covers a range of behaviours that may be expressed in verbal, written, physical or psychological terms. This includes sexual and racial harassment.

17.2 Sexual Harassment

17.2.1 Sexual harassment is verbal or physical behaviour of a sexual nature, which is unwelcome to the receiver, and is embarrassing or intrusive. It affects morale, work effectiveness, and the right to enjoy a good working environment. Some types of behaviour constituting sexual harassment are listed below:

- i. sex orientated jibes or abuse
- ii. offensive gestures or comments
- iii. unwanted and deliberate physical contact
- iv. requests for sexual intercourse including implied or overt promises for preferential treatment, or threats concerning present or future employment status.

17.2.2 Where it may occur

- i. among co-workers
- ii. where a supervisor uses position and authority to take sexual advantage of another employee, or to control or affect the career, salary, or job of that employee
- iii. in dealing with members of the public.

17.3 Racial Harassment

17.3.1 An employee is racially harassed if the employee's employer or a representative of the employer uses language (whether written or spoken), or visual material, or physical behaviour that directly, or indirectly:

- i. expresses hostility against, or brings into contempt or ridicule, the employee on the grounds of race, colour, or ethnic or national origins of the employee; and
- ii. is hurtful or offensive to the employee (whether or not that is conveyed to the employer or the representative); and
- iii. has, either by its nature or through repetition, a detrimental effect on the employee's employment, job performance or job satisfaction.

17.4 Responsibilities for Employer and Complainants When Dealing With Harassment

17.4.1 It is the responsibility of the employer to maintain a work environment free of unwelcome behaviour, and to provide a mechanism for reporting harassment, ensuring a fair investigation and avoiding reprisals against the complainant.

17.4.2 Care is to be taken during the investigation of any complaint of harassment, and afterwards, to prevent any disadvantage to the complainant. Care must also be taken to protect the position of other parties, if the complaint is found to be unwarranted.

17.4.3 The employer relies on employees at all levels to facilitate and encourage proper standards of personal and ethical conduct in the workplace. Harassment complaints must be taken seriously and handled with sensitivity and impartiality. Behaviour, words and gestures have different meanings in different cultures. What may be acceptable in one culture, may not be in another. This needs to be taken into account in the workplace. Guidelines for supervisors and guidelines for complainants are to be available in the workplace.

18.0 Employment Relationship Resolution Process

18.1 Rights of Employees

18.1.1 The Employment Relations Act 2000 gives all employees the right to pursue a personal grievance if they think they have been:

- Unjustifiably dismissed;
- Disadvantaged by an unjustifiable action by the employer;
- Discriminated against on the basis of colour, race, ethnic or national origin, sex, marital or family status, age, disability, religious or ethnic belief, political opinion, employment status, sexual orientation or involvement in union activities;
- Sexually harassed at work; or
- Subject to duress because of their membership or non-membership of a union.

18.1.2 Personal grievances, except for a personal grievance for sexual harassment, must be raised with the employer within 90 days of the action complained of, or the date they became aware of it, whichever is the later. If the employer is not told about the grievance within 90 days, the employer need not consider it unless the Employment Relations Authority accepts that the delay was caused by exceptional circumstances. Personal grievances related to sexual harassment at work must be raised within 12 months of the action complained of, or the date they became aware of it, whichever is later.

18.1.3 The Employment Relations Act 2000 gives all employees the right to pursue a dispute over the interpretation, application or operation of their employment.

18.1.4 Employees have the right to be represented by any person or organisation they choose such as a lawyer, employment relations advocate or friend.

18.2 Procedure for Resolving Personal Grievances & Disputes

18.2.1 Complaints or grievances will, where possible, be dealt with in the following manner, the intent being that it is desirable to settle the grievance without undue delay:

- You will, as soon as a problem occurs, take up the matter directly with your manager;
- If the matter remains unresolved after these initial discussions you will set out, in writing, the facts relating to your grievance or dispute and what you want done (remedies) and present this to your manager;
- The employer must reconsider the issue and if it is not prepared to resolve it to your satisfaction, the employer must respond to you in writing setting out its view of the facts and why it is not prepared to grant you the remedy, within 14 days of receiving your written grievance or dispute;
- If you are not satisfied with the response you can seek mediation through Ministry of Business, Innovation and Employment.
- If agreement is reached between the parties in mediation, that agreement is final and binding upon the parties. Neither party may appeal.
- If the matter is not resolved at mediation you may refer the matter to the Employment Authority in accordance with the Employment Relations Act 2000.

19.0 Stopwork Meetings

19.1 Subject to subsections 17.2 to 17.5, 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.

- 19.2 The representative shall give the employer at least 14 days' notice of the date and time of any meeting to which subsection 37.1 is to apply.
- 19.3 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 employee's members to remain available during the meeting to enable the employer's operation to continue.
- 19.4 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.
- 19.5 Only employees who actually attend a meeting shall be entitled to pay in respect of that meeting and to that end the representative shall where requested supply the employer with a list of employees who attended and shall advise the employer of the time the meeting finished.

20.0 Deduction of APEX Fees

- 20.1 The employer shall deduct employee APEX fees from the wages/salaries of employees when authorised in writing by members. The employer will provide APEX, on a quarterly basis, with a list of employees covered by this agreement specifying, also, occupations and workplaces. In each instance where APEX requests the employer to increase the fees deducted, APEX shall provide written confirmation of its legal entitlement to request such an increase.

21.0 Employee Representative Right of Entry

- 21.1 The authorised union representative shall be entitled to enter at all reasonable times upon the premises for the purposes related to:
- the employment of its members,
 - and / or the union's business.

22.0 Employment Relations Education Leave

- 22.1 The employer shall grant leave on pay annually for members of APEX to attend courses authorised by APEX to facilitate the employees' education and training as employee representatives in the workplace.
- 22.2 The number of days education leave shall be in accordance with section 74 of the Employment Relations Act 2000.

23.0 Signatory Parties

Signed

For and on behalf of Heart Centre Management Ltd

(signature)_____

John Riordan

Director

(date)

Signed

For and on behalf of APEX

(signature)_____

Deborah Powell

National Secretary

(date)

Appendix - Remuneration

Cardiac Sonographer Salary Scale

	Minimum Experience	1 August 2024	1 August 2025
Team Leader		\$150,527	\$155,043
Senior	9 years	\$146,522	\$150,918
Grade 3	6 years	\$143,854	\$148,169
Grade 2	3 year	\$141,185	\$145,421
Grade 1	1 year	\$135,928	\$140,005
Probation	0-1 year	\$129,168	\$133,043
Trainee 2		\$85,000	\$87,550
Trainee 1		\$80,000	\$82,400

Notes:

Years of Minimum Experience post a qualification recognised by MRTB.

Trainee Movement from Step 1 to Step 2 shall be by annual increment.

What “else” does APEX do?

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

And much more. For further information check out our website www.apex.org.nz or [join us on Facebook](#).



WE ARE HERE TO HELP!
CONTACT US

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