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NORTHLAND DISTRICT HEALTH BOARD

Te Poari Hauora Ā Rohe O Te Tai Tokerau



PHARMACY COLLECTIVE AGREEMENT

25 February 2019 to 30 April 2021

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1.0 PARTIES TO THIS COLLECTIVE AGREEMENT

- (a) Northland 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 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.

1.3 COVERAGE

All employees employed as a registered Pharmacist, Pharmacy Intern, Pharmacy Technician, Trainee Pharmacy Technician or Pharmacy Assistant, and any employee substantially employed as a registered Pharmacist, Pharmacy Intern, Pharmacy Technician, Trainee Pharmacy Technician or Pharmacy Assistant 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 NZ Public Health and Disability Act 2000.

"Emergency circumstance" means a natural disaster or civil emergency.

"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.

"Intern" means an employee who holds a bachelor degree in pharmacy or equivalent qualification as recognised by the Pharmacy Council of New Zealand and is undergoing practical training in a pharmacy as required by the Pharmacy Regulations 1975 preparatory to registration as a Pharmacist.

"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.

"Pharmacy Assistant" means an employee in a pharmacy in manual or technical work ancillary to that of a registered pharmacist, but who is not a registered pharmacist, pharmacy technician, intern pharmacist, or trainee pharmacy technician, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

"Pharmacist" means an employee who is registered as Pharmacist by the Pharmacy Council of New Zealand under the Health Practitioners Competency Assurance Act (2003) and subsequent amendments.

"Pharmacy Technician" means an employee who holds a National Certificate in Pharmacy (Technician) or an equivalent qualification recognised by the Pharmacy Council and works under the direct supervision of a Pharmacist.

"Service" means:

(i) For Annual leave purposes only (For clarity does not apply to long service leave):

The aggregate of:

- a. any individual employee's service previously recognised at the commencement date of this Agreement.
- b. For a New Zealand trained Pharmacist, all service as a Pharmacist.
- c. An overseas qualified Pharmacist who meets the requirements of the registration board at the time of entry into New Zealand shall have all service credited from the date of obtaining the overseas qualification.

Where the requirements of the registration board are not met at time of entry, service will only be counted from the commencement date of employment with Northland District Health Board.

- e. For a Pharmacy Assistant or Pharmacy Technician, all service as a Pharmacy Assistant or Technician within New Zealand.

"Trainee" means an employee undergoing a recognised course of training.

3.0 HOURS OF WORK

3.1 Unless otherwise specified the ordinary hours of work shall be either

- (i) Eighty (80) hours in each two week period (14 days), worked as not more than ten (10) duties, with two periods of 2 consecutive days off. provided that for rostered shift work the ordinary hours of work may average forty (40) hours per week during a period of up to seven (7) weeks, or the applicable roster period, whichever is the lesser; or

- (ii) Eighty (80) hours in each two week period (14 days), worked as not more than ten (10) duties between 0600 and 2000 hours, Monday to Friday.
 - (iii) Forty (40) hours in each week worked as not more than five (5) duties between 0600 and 2000 hours, Monday to Friday.
- 3.2 The ordinary hours of work for a single duty shall be up to a maximum of ten (10) hours.
- 3.3 A duty shall be continuous except for the meal periods and rest breaks provided for in this Agreement.
- 3.4 Except for overtime, and except where an alternative arrangement is operating, each employee shall have a minimum of four (4) days off during each two (2) week period (14 days). Days off shall be additional to a nine (9) hour break on completion of the previous duty.
- 3.2 Current employees can only have their hours of work altered by agreement. Employees agreeing to alter their hours of work shall be required to record their agreement in writing. Where any proposed alteration affects the established roster, agreement must be gained from all affected employees.
- 3.6 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.
- 3.7 In normal circumstances, rosters will be notified to those involved not less than 28 days prior to the commencement of the roster.
- 3.8 The normal working week shall commence on Monday at the normal starting time of the Employer.

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 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.
- 4.5 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer.

5.0 SALARIES AND WAGES

5.1 PHARMACISTS

Step	9-Dec-16		Band/ Position	Step	25-Feb-19	22-Apr-19		Step	11-Jan-20	20-Apr-20		Step	6-Jan-21	
			Advanced Clinician/ Advanced Practitioner/ Designated Positions	15	\$104,175	\$107,300	M	16	\$107,300	\$110,519	M	17	\$113,282	M
				14	\$100,761	\$103,784	M	15	\$103,784	\$106,898	M	16	\$109,570	M
				13	\$98,496	\$101,451	M	14	\$101,451	\$104,495	M	15	\$107,107	M
12	\$97,643			12	\$94,496	\$97,331	M	13	\$97,331	\$100,251	M	14	\$102,757	M
11	\$95,484			11	\$90,497	\$93,212	M	12	\$93,212	\$96,008	M	13	\$98,408	M
10	\$91,602			10	\$86,185	\$88,771	M	11	\$88,771	\$91,434	M	12	\$93,720	M
9	\$87,728	→		9	\$81,446	\$83,889	M	10	\$83,889	\$86,406	M	11	\$88,566	M
8	\$83,549	→		8	\$78,014	\$80,354	M	9	\$80,354	\$82,765	M	10	\$84,834	M
7	\$78,955			7	\$75,683	\$77,953	M	8	\$77,953	\$80,292	M	9	\$82,299	M
												8	\$80,292	APS
			Additional Progression Step	6	\$70,768	\$72,891	APS	7 (APS)	\$75,078	\$77,330	APS	7	\$77,330	A
6	\$75,628	→		6	\$72,891	\$75,078	A	6	\$72,891	\$75,078	A	6	\$75,078	A
5	\$73,368		Graduate to Experienced Clinicians	5	\$67,872	\$69,908	A	5	\$69,908	\$72,005	A	5	\$72,005	A
4	\$69,269	→		4	\$63,472	\$65,376	A	4	\$65,376	\$67,337	A	4	\$67,337	A
3	\$66,435	→		3	\$59,074	\$60,846	A	3	\$60,846	\$62,671	A	3	\$62,671	A
2	\$59,790	→		2	\$54,673	\$56,313	A	2	\$56,313	\$58,002	A	2	\$58,002	A
1	\$56,593			1	\$50,274	\$51,782	A	1	\$51,782	\$53,335	A	1	\$53,335	A

Those employees who were employed on step 8 or step 11 will need to complete a full year on the new step before progression. This translation will reset their anniversary date for salary purposes to 3 September.

At the point where new automatic steps are introduced any employee who has spent 12 or more months on the previous step will automatically progress and their anniversary date for salary purposes shall be reset accordingly.

Employees who have been on the APS step for 12 months or more will translate on the date of introduction of the new step and their anniversary date for salary purposes will be reset accordingly

Employees must have been on the top automatic step for at least 12 months to be eligible to apply for an APS step increase.

PROGRESSION

(a) Progression to the top automatic step shall be by automatic annual increment, subject to satisfactory performance, on each employee's commencement anniversary or such other anniversary as agreed between the parties.

(b) Progression above the top automatic step shall be according to the Progression Criteria for Pharmacy Staff.

5.2 PHARMACY TECHNICIANS



Designated Technician							
Step	9-Dec-16		Step	25-Feb-19	22-Apr-19	20-Apr-20	
			8	\$65,050	\$67,002	\$69,012	M
			7	\$61,924	\$63,782	\$65,695	M
9	\$59,670	→	6	\$59,670	\$60,848	\$62,673	M
8	\$57,825		5	\$56,820	\$58,525	\$60,281	M
Qualified Technician							
Step	9-Dec-16		Step	25-Feb-19	22-Apr-19	20-Apr-20	
			5	\$56,820	\$58,525	\$60,281	M
7	\$55,617	→	4	\$52,901	\$54,488	\$56,123	A
6	\$51,779	→	3	\$50,942	\$52,470	\$54,044	A
5	\$49,865	→	2	\$47,026	\$48,437	\$49,890	A
4	\$46,030		1	\$43,887	\$45,204	\$46,560	A

PROGRESSION

- Progression through the scale from step 1 to step 4 shall be by way of automatic annual increment.
- Progression to step 5 and above shall be through operation of the Merit Progression process.
- Except that Pharmacy Technicians who hold the NQF Level 5 or 6 National or New Zealand Certificates in Pharmacy (Pharmacy Technician) (or an alternate title) shall be able to progress to steps 5 by way of automatic annual increment.

5.3 PHARMACY ASSISTANT

Step	9-Dec-16		Step	25-Feb-19	22-Apr-19	20-Apr-20	
4	\$46,044	→	4	\$47,039	\$48,450	\$49,904	A
3	\$42,551		3	\$43,473	\$44,777	\$46,120	A
2	\$39,275		2	\$40,125	\$41,329	\$42,569	A
1	\$36,005		1	\$37,617	\$38,746	\$39,908	A

- A Pharmacy Assistant shall commence on step 1 and progress to step 4 by automatic annual increments, subject to satisfactory performance.

5.4 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.

5.5 RECOGNITION OF PREVIOUS SERVICE FOR COMMENCEMENT ON THE SALARY SCALES

The employer shall credit previous service for connected service as defined below for employees as follows:

(a) New Zealand Qualified Pharmacist

All service as a Pharmacist Full credit

(b) Overseas Qualified Pharmacist

(i) An overseas qualified Pharmacist who meets the requirements of the registration board at the time of entry into New Zealand shall have all service credited from the date of obtaining the overseas qualification.

(ii) Where the requirements of the registration board are not met at time of entry, service will only be counted from the commencement date of employment as a Pharmacist in New Zealand.

(c) Pharmacy Technicians and Assistants

All service in a Pharmacy service in New Zealand as a Pharmacy Technician or Assistant Full credit

5.6 SALARY INCREMENTS WHILE ON STUDY LEAVE

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

5.7 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 not longer than fortnightly intervals and by direct credit.

5.8 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, 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 and all time, other than time for which penal rates or a penal rate is payable, worked on a Saturday,



Sunday or public holiday, when such work has been properly authorised.

6.2 OVERTIME

Subject to 6.4, overtime shall be paid at the following rates. In computing overtime, each day shall stand-alone.

- 6.2.1 In respect of overtime worked on any day (other than a public holiday), from midnight Sunday/Monday to midnight on the following Friday at one and one-half times the normal hourly rate of pay (T1.5) for the first three hours and at double the normal hourly rate of pay (T2) thereafter except that employees working overtime between 2200 hours and 0600 hours will be paid at the rate of T2.
- 6.2.2 In respect of overtime worked from midnight Friday/Saturday to midnight Sunday/Monday or on a public holiday at double the normal hourly rate of pay (T2).
- 6.2.3 In calculating the qualifying period for the payment of overtime, employees absent from duty if on sick leave, annual leave, or other authorised leave (paid or unpaid) shall be regarded as having worked all the hours they were rostered for that particular day.

6.3 PENAL RATES

Penal time is time (other than overtime) worked within ordinary weekly hours if worked on a Saturday or Sunday or public holiday. Subject to clause 6.4, penal time shall be paid at the following rates in addition to normal salary:

- 6.3.1 From midnight Friday/Saturday to midday Saturday at half the normal hourly rate of pay (T0.5) for the first three hours and at the normal hourly rate (T1) thereafter.
- 6.3.2 From midday Saturday to midnight Sunday/Monday and 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

- 6.5.1 A break of at least nine continuous hours must be provided wherever possible between any two periods of duty of a full shift or more.
- 6.5.2 Periods of a full shift or more include:
 - (i) Periods of normal rostered work; or
 - (ii) Periods of overtime that are continuous with a period of normal rostered work; or
 - (iii) Full shifts of overtime/call-back duty.
- 6.5.3 This requirement to provide a break wherever possible applies whether or not any additional payment will apply under the provisions of this clause.
- 6.5.4 If a break of at least nine continuous hours cannot be provided between periods of qualifying duty, the duty is to be regarded as continuous until a break of at least nine continuous hours is taken and it shall be paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime which precedes it.

- 6.5.5 The additional payment provisions of this clause will not apply in any case where the result would be to give an employee a lesser payment than would otherwise have been received.
- 6.5.6 Time spent off duty during ordinary hours solely to obtain a nine-hour break shall be paid at ordinary time rates. Any absence after the ninth continuous hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.

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 nine 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 9 hour break after the call back is completed.

6.6 NIGHT ALLOWANCE

- 6.6.1 Night rate – An employee whose normal hours of duty fall between 2000 hours and 0600 hours from midnight Sunday/Monday to midnight Friday/Saturday will be paid at time one quarter of the normal hourly rate of pay (T0.25) in addition to normal salary for all hours which so fall. Those employees who work a portion of an hour will be paid for the time worked.
- 6.6.2 Night rate shall not be paid in addition to any overtime rate.
- 6.6.3 The minimum payment under this provision shall not be less than payment for two hours at night rate even if part of the shift which falls between the hours of 2000 and 0600 is less than two hours.

7.0 ON CALL/ ON CALL ALLOWANCE

7.1 ON CALL ALLOWANCE

- 7.1.1 Effective 25 February 2019, where an employee is instructed to be on call during normal off duty hours s/he shall be paid an on call allowance of \$8 per hour (\$10 per hour on a Public Holiday) or part thereof.
- 7.1.2 Where the employer requires the employee to participate in an on call roster, at the discretion of the Employer:
- (i) A cellphone shall be made available by the Employer to the Employee for the period of on call duty, at no expense to the Employee, or where no cell phone is available and the employee uses their own cellphone for call purposes they shall receive an allowance of \$10 per week.

Or

 - (ii) Half the cost of a single telephone rental shall be reimbursed to the Employee by the Employer and a long-range locator (or similar electronic device) shall be made available to the Employee for the period of on call duty at no expense to the Employee.
- 7.1.3 Where the employer requires the employee to participate in an on call roster, the employer shall provide the employee with a laptop computer with remote/mobile internet connection

and access to sufficient resources which could reasonably be expected for the provision of an out of hours service, for the period of on call duty.

7.2 CALL-BACK

- 7.2.1 An employee shall be paid for a minimum of two 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 the appropriate overtime rate.
- 7.2.2 When an Employee is required for a consultation having left his/her place of employment, they shall be paid a minimum of 2 hours at the appropriate overtime rate, on the same terms as 7.2.1(b)(i) and (ii) above.
- 7.2.3 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 in accordance with clause 36.
- 7.3 Employees who are on call shall accrue an additional 8 hours annual leave for every 230 qualifying hours on call up to a maximum of 40 hours leave (1150 qualifying hours on call) per annum.

8.0 HIGHER DUTIES ALLOWANCE

- 8.1 Where an employee who, at the request of the employer is substantially performing the duties and carrying the responsibilities of 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 MEAL ALLOWANCE

- 9.1 An employee who works a qualifying shift of eight hours and who is required to work more than one hour beyond the end of the shift (excluding any break for a meal) shall be paid a meal allowance of \$9.00 or at the option of the employer, be provided with a meal.
- 9.2 Employees other than shift workers employed on overtime on a Saturday, Sunday or Public Holiday, shall be entitled to paid 30 minute meal breaks after 5 hours and at not more than 5 hourly intervals when work continues after the break. Where the employer does not

provide a free meal during overtime meal breaks, employees shall be paid an allowance at the rate of \$9.00 per meal break.

10.0 PUBLIC HOLIDAYS

10.1 The following days shall be 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
- Applicable Anniversary Day

When any of the above holidays (other than Waitangi Day and ANZAC Day) falls on a Saturday or Sunday, it shall be observed on the following Monday, and, in the event of another holiday falling on such a Monday, such other holiday shall be observed on the next succeeding Tuesday. ANZAC Day and Waitangi Day shall be observed on the day on which they fall.

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

10.2 EMPLOYEES REQUIRED TO WORK ON PUBLIC HOLIDAYS

10.2.1 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 the rate specified in clause 6.3, and is also to be granted a day's leave on pay at a later date convenient to the Employer.

10.2.2 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 the overtime rate 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.

10.2.3 An employee required to be on call on a Public Holiday shall be granted a minimum of 1 days paid leave at a later date convenient to the Employer.

10.2.4 Any employee required to work on New Years Day, 2nd January, Christmas Day or Boxing Day when those holidays fall on a Saturday or a Sunday shall receive the public holiday penal payment and a day in lieu.

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

Any employee who is required to work on New Years Day, 2nd January, Christmas Day or Boxing Day when those holidays fall on a Saturday or a Sunday and is required to work on the days on which they are observed shall 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 (maximum two days).

10.3 PUBLIC HOLIDAYS FALLING DURING LEAVE OR TIME OFF

- 10.3.1 **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.
- 10.3.2 **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.
- 10.3.3 **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.
- 10.3.4 **Off duty day** - Except where the provisions of 10.3.1 apply, if a public holiday, other than Waitangi Day and ANZAC Day, 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.
- 10.3.5 When part time employees' work fixed days (example every Monday to Wednesday) they will receive a days 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 days leave.
- 10.3.6 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.
- 10.4 Equivalent time off in lieu of whole holidays is to be treated the same as annual leave in respect of the rules regarding accumulation (refer to clause 11.2.4).

11.0 ANNUAL LEAVE

- 11.1 Subject to 11.2 below, employees shall be granted leave of absence on full pay in respect of each leave year as follows:
- 4 weeks annual leave for years 1 to 5;
 - 5 weeks annual leave for year 6 onwards (i.e. the employee will accrue annual leave at this rate from the completion of year 5).

After 12 months service each employee is entitled to a further 2 days annual leave in lieu of the State Service, Recreational or Board holiday entitlements granted under predecessor contracts.

11.2 CONDITIONS

The employer may decide, after consultation with the employee, when annual leave will be taken. Approval of annual leave will not be unreasonably 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.

- 11.2.1 The term "leave year" means the year ending with the anniversary date of the employee's appointment.
- 11.2.2 For the purpose of this clause, service is as defined in clause 2.
- 11.2.3 The Employer may permit an employee to take annual leave in one or more periods.
- 11.2.4 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.
- 11.2.5 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.
- 11.3 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.

11.4 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 11.

11.5 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.

11.6 EXTRA LEAVE FOR SHIFT EMPLOYEES

Employees who are assigned to shift work are entitled to 40 hours paid leave in addition to their annual leave entitlement pro rata for periods of less than a full year assignment to shift work.

12.0 SICK LEAVE

In applying the provisions of this clause the parties note:

- their agreed intent to have healthy staff and a healthy workplace
- that staff attending work unwell is to be discouraged and the focus is on patient and staff safety
- that they wish to facilitate a proper recovery and a timely return to work
- that staff can have sick leave calculated on an hourly basis.

- 12.1 On appointment to NDHB, a full time employee shall be entitled to ten (10) working days leave for sick purposes during the first twelve months of employment, and up to an additional ten (10) working days for each subsequent twelve month period. The entitlement shall be pro-rated for part time employees except that a part-time employee shall receive no fewer than five (5) working days paid sick leave for the first twelve months of employment and a minimum of five (5) additional working days for each subsequent twelve month period. The employee shall be paid at relevant daily pay as prescribed in the Holidays Act 2003, for the first five days in each twelve month period. Thereafter they shall be paid at the normal rates of pay (T1 rate only). A medical certificate may be required to support the employee's claim.
- 12.2 The employee can accumulate their entitlement up to a maximum of 260 days. Any unused portion of the first five days entitlement, up to a maximum of 15 days, can be carried over from year to year and will be paid at relevant daily pay, in accordance with the Holidays Act 2003.
- 12.3 In the event an employee has no entitlement left, they may be granted an additional 10 days per annum. In considering the grant of leave under this clause the employer shall recognise that **discretionary sick and domestic leave** is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted. Requests should be considered at the closest possible level of delegation to the employee and in the quickest time possible, taking into account the following:
- The employee's length of service
 - The employee's attendance record
 - The consequences of not providing the leave
 - Any unusual and/or extenuating circumstances

Reasons for a refusal shall, when requested by the employee, be given in writing and before refusing a request, the decision maker is expected to seek appropriate guidance.

Leave granted under this provision may be debited as an advance on the next years' entitlement up to a maximum of 5 days.

- 12.4 At the employer's discretion an employee may be granted further anticipated sick or domestic leave. Any anticipated leave taken in excess of an employee's entitlement at the time of cessation of employment may be deducted from the employee's final pay.
- 12.5 Where an employee is suffering from a **minor illness which could have a detrimental effect** on the patients or other staff in the employer's care, the employer may, at its discretion, either:
- 12.5.1 place the employee on suitable alternative duties; or
 - 12.5.2 direct the employee to take leave on full pay. Such leave shall not be a charge against the employees sick and domestic leave entitlement.
- 12.6 The provisions of this clause are inclusive of the special leave provisions of the Holidays Act 2003.
- 12.7 Sick leave may be used when the **employee must attend a dependent of the employee**. This person would, in most cases, be the employee's child, partner or other dependent family member.

- 12.7.1 It does not include absences during or in connection with the birth of an employee's child. Annual leave or parental leave should cover such a situation.
- 12.7.2 At the employer's discretion, an employee may be granted leave without pay, where the employee requires additional time away from work to look after a seriously ill member of the employee's family.
- 12.7.3 The production of a medical certificate or other evidence of illness may be required.
- 12.8 **Sickness during paid leave:** When sickness occurs during paid leave, such as annual or long service leave, the leave may be debited against the sick leave entitlement, (except where the sickness occurs during leave following the relinquishment of office) provided that:
- 12.8.1 The period of sick leave is more than three days and a medical certificate is produced.
- 12.8.2 In cases where the period of sickness extends beyond the approved period of annual or long service leave, approval will also be given to debiting the portion, which occurred within the annual leave or long service leave period, against sick leave entitlement, provided the conditions in 12.8 and 12.8.1 above apply.
- 12.8.3 Annual leave or long service leave may not be split to allow periods of illness of three days or less to be taken.
- 12.9 During periods of **leave without pay**, sick leave entitlements will not continue to accrue.
- 12.10 Where an employee has a consistent pattern of short term Sick Leave, or where those absences are more than 10 working days/shifts or more in a year, then the employee's situation may be reviewed in line with the DHB's policy and Sick Leave practices. The focus of the review will be to assist the employee in establishing practical arrangements to recover from sickness or injury.
- 12.11 Where an employee is incapacitated as a result of a work accident and that employee is on earnings related compensation, then the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This payment shall be taken as a charge against Sick Leave up to the extent of the employee's paid sick leave entitlement. The employer may agree to reimburse employees for treatment and other expenses or for financial disadvantage incurred as a result of a work related accident. This agreement will be on a case by case basis.
- 12.12 For non-work-related accidents, where the employee requests, the employer shall supplement the employee's compensation by 20% of base salary and this shall be debited against the employee's sick leave up to the extent of the employee's paid sick leave entitlement.

13.0 BEREAVEMENT/TANGIHANGA LEAVE

- 13.1 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.

- 13.2 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 13.1 above. This provision will not apply if the employee is on leave without pay.
- 13.3 In granting time off therefore, and for how long, the Employer must administer these provisions in a culturally sensitive manner.

14.0 LONG SERVICE LEAVE

The following provisions shall apply for long service leave.

14.1 Eligibility

- (a) Employees who have completed 5 years' continuous service with the employer shall be granted one week's long service leave and for each subsequent completed period of 5 year's continuous service with the employer.

Provided that any individual employee's service previously recognised for long service leave at the commencement date of this agreement shall continue to have such service recognised.

- (b) Employees who resign (except under 14.2.2 below) or who are dismissed, except through no fault of their own, will forfeit any long service leave to which they might otherwise be entitled.

14.2 PROCEDURES FOR TAKING LONG SERVICE LEAVE

14.2.1 Long service leave **MUST** be taken in one period except that an employee recalled from leave because of an emergency is entitled to resume leave after the emergency.

14.2.2 Except as provided below long service leave **MUST** be taken within five years of qualification and before relinquishment of office or it will be forfeited. There are no exceptions to this rule.

- (a) Employees who are within two years of retirement when they qualify may, at the discretion of the Employer, be paid salary for long service leave due at the time of retirement.
- (b) Employees who are aged 60 or more and who give notice of resignation may, at the discretion of the Employer, be paid salary for long service leave due at the time of their resignation.
- (c) The employer may pay salary for long service leave due to an employee who retires medically unfit after qualifying for long service leave, but before taking or forfeiting it under these rules.

14.2.3 Payment for long service leave is to be at base rates.

14.2.4 Allowances and other payments which continue during annual leave **SHALL** be payable during long service leave.



14.2.5 Where a public holiday or substituted succeeding day falls during a period of long service leave, the employee is entitled to the holiday which is not to be debited against such leave.

14.2.6 Reduced hours or part-time workers are to receive a pro rata reduction of pay, during long service leave.

14.3 DECEASED EMPLOYEES

The Employer may approve a cash payment equivalent to salary due for long service leave to the widow, widower or if no surviving spouse exists, to dependent child(ren) or the estate of a deceased employee who had qualified for long service leave but who had neither taken nor forfeited it under these rules. This payment will be in addition to any grant made under the Retirement Gratuity Provisions specified in this Agreement.

15.0 PARENTAL LEAVE

15.1 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.

15.2 Parental Leave is Leave Without Pay

15.3 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.

15.4 (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.

15.5 In cases of adoption of children of less than five years of age, parental leave shall be granted in terms of 15.3 and 15.4 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.

15.6 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.

15.7 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.

15.8 Parental leave is not to be granted as sick leave on pay.

15.9 JOB PROTECTION

15.9.1 Subject to 15.10 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.

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

15.10 OPTIONS

15.10.1 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.

15.10.2 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 15.9 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 15.10.2(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 15.10.2(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 15.10.2(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

- (d) Where extended parental leave in terms of 15.10.2(a) above expires, and no similar position is available for the employee, the employee shall be declared surplus under Clause 25.0 of this Agreement.

15.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 15.9.1 above, parental leave shall cease.

15.12 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.

15.13 PARENTAL LEAVE PAYMENT

Where an employee takes parental leave under this clause, the employee shall be paid by the employer for a period of fourteen (14) weeks from the commencement of parental leave. The payment shall be made at the commencement of the parental leave and shall be calculated at the base rate applicable to the employee (pro rata for part-time employees) for the six weeks immediately prior to commencement of parental leave and shall be less any parental leave payment received by or payable to the employee from public money under the Act.

15.14 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.

16.0 JURY SERVICE AND WITNESS LEAVE

16.1 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.

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

16.3 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.

16.4 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.

- 16.5 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.

17.0 UNION REPRESENTATIVE'S EDUCATION LEAVE

- 17.1 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.

18.0 EMPLOYEE RELEASE

- 18.1 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.
- 18.2 The notification of the employee's intent to return to normal duties will be the same as Clause 15.7 (Parental Leave).
- 18.3 Job protection provisions will be the same as in Clause 15.9.1
- 18.4 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.

19.0 THIS CLAUSE IS INTENTIONALLY LEFT BLANK

20.0 PROTECTIVE CLOTHING AND EQUIPMENT

- 20.1 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.
- 20.2 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.
- 20.3 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 maintained by the employee and replaced by the employer subject to fair wear and tear in the service of the employer.
- 20.4 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.

21.0 REFUND OF ANNUAL PRACTISING CERTIFICATE

21.1 Where an employee is required by law to hold an annual practising certificate in order to practise that profession or trade 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 statutory 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.

22.0 TRAINING/ CME

22.1 Training

The employer shall provide all actual and reasonable costs for qualifications, training courses and seminars as required by the employer. Attendance at such training is 'work' and time so spent shall be paid.

An example is the National Certificate in Pharmacy for Pharmacy Technicians.

22.2 Continuing Medical Education

To assist employees in updating and enhancing their skills, subject to prior approval, the employer may meet the cost of professional development.

The employer may grant additional leave with or without pay as appropriate to undertake study or sit examinations in job related disciplines. Approval shall not be unreasonably withheld.

22.3 Time for preparation for an employee who is required to present at meetings or in-service training shall be provided within the employee's ordinary hours of work by prior agreement.

22.4 On occasions where the employee is required by the employer to attend CME on a day that would not otherwise be a normal working day a study day may be taken on an alternative day that would otherwise have been a normal working day.

22.5 The Employer may grant employees study leave of up to three (3) months to enable them to attend courses, seminars and conferences and to undertake research or projects which are relevant to the work of the organisation and which facilitate their growth and development. Such leave may be paid, part paid or unpaid and/or contributions may be made towards the costs.

23.0 EMPLOYEE PARTICIPATION

23.1 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.

23.2 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.

23.2.1 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 24 and Clause 25.0 specifically: staff surplus, and options for resolving staff surplus.

23.2.2 Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.

23.2.3 The amount of time off and facilities provided shall be sufficient to enable full consideration of the issues.

23.3 For the purposes of Clauses 24.0, 25.0 and 26.0, the recognised representative shall be the union advocate unless otherwise agreed

24.0 RESTRUCTURING

24.1 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.

24.2 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.

24.3 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.

25.0 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 25.3 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.

25.1 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).

25.2 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.

25.3 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 25.9 will be applied as a package.

25.4 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.

25.5 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.

25.6 RE-DEPLOYMENT

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

25.6.1 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).

25.6.2 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.

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

25.7 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.

25.8 RETRAINING

25.8.1 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.

25.8.2 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.

25.9 SEVERANCE

Payment will be made in accordance with the following:

- 25.9.1 For Employees engaged prior to 30 June 1992 "Service" for the purposes of this sub clause 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) Post Office
 - (c) New Zealand Railways
 - (d) 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.

- 25.9.2 For Employees engaged on or after 30 June 1992 "Service" for the purpose of this clause means current continuous service with the Employer.
- 25.9.3 8.33 Per cent of basic salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment shall only be made where the requisite notice cannot be given. Notice that is of a lesser period than required by this document shall require the employer to pay an amount proportionate to the ungiven period of notice. This payment is regardless of length of service; and
- 25.9.4 12 Per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
- 25.9.5 4 Per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- 25.9.6 Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

NOTE: The total amount paid to employees under this provision shall not exceed the basic salary (T1 rate only) the employee would have received between their cessation and the date of their being eligible for government superannuation.

- 25.9.7 If the employee has ten or more years' service, the full retiring gratuity, as set out in the scale contained in Clause 29.0 shall be paid.
- (a) Employees with not less than eight years' service but less than ten years' service, shall be paid two weeks' basic salary (T1 rate only).
 - (b) Employees with not less than five years' service but less than eight years' service, shall be paid one-week's basic salary (T1 rate only).

25.9.8 Outstanding annual leave and long service leave may be separately cashed up.

25.10 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.

25.11 COUNSELLING

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

26.0 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:

26.1 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.

27.0 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.

28.0 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.

29.0 RETIRING GRATUITIES

- 29.1 The Employer may pay a retiring gratuity to staff retiring who have had not less than 10 years' continuous service
- 29.2 For the purposes of establishing eligibility for a gratuity, total service may be aggregated, whether this be part-time or whole-time, or a combination of both at different periods. Part-time service is not to be converted to its whole time equivalent for the purpose of establishing eligibility.
- 29.3 Where part time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.
- 29.4 Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.
- 29.5 The calculation of a gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken in to account in the calculation shall be deducted.
- 29.6 For the purposes of calculating the amount of gratuity that the Employer may pay, the rate of pay on retirement shall be the basic rates of salary or wages.
- 29.7 An employee who is granted leave without pay and who remains in the service of the Employer, will, on retirement, have such leave aggregated with other service for gratuity purposes.

SCALE OF MAXIMUM GRATUITIES	
Period of Total Service	Maximum Gratuity
Not less than 10 years and less than 11 years	31 days' pay
Not less than 11 years and less than 12 years	35 days' pay
Not less than 12 years and less than 13 years	39 days' pay
Not less than 13 years and less than 14 years	43 days' pay
Not less than 14 years and less than 15 years	47 days' pay
Not less than 15 years and less than 16 years	51 days' pay
Not less than 16 years and less than 17 years	55 days' pay
Not less than 17 years and less than 18 years	59 days' pay
Not less than 18 years and less than 19 years	63 days' pay
Not less than 19 years and less than 20 years	67 days' pay
Not less than 20 years and less than 21 years	71 days' pay

Not less than 21 years and less than 22 years	75 days' pay
Not less than 22 years and less than 23 years	79 days' pay
Not less than 23 years and less than 24 years	83 days' pay
Not less than 24 years and less than 25 years	87 days' pay
Not less than 25 years and less than 26 years	92 days' pay
Not less than 26 years and less than 27 years	98 days' pay
Not less than 27 years and less than 28 years	104 days' pay
Not less than 28 years and less than 29 years	110 days' pay
Not less than 29 years and less than 30 years	116 days' pay
Not less than 30 years and less than 31 years	123 days' pay
Not less than 31 years and less than 32 years	129 days' pay
Not less than 32 years and less than 33 years	135 days' pay
Not less than 33 years and less than 34 years	141 days' pay
Not less than 34 years and less than 35 years	147 days' pay
Not less than 35 years and less than 36 years	153 days' pay
Not less than 36 years and less than 37 years	159 days' pay
Not less than 37 years and less than 38 years	165 days' pay
Not less than 38 years and less than 39 years	171 days' pay
Not less than 39 years and less than 40 years	177 days' pay
Not less than 40 years	183 days' pay

NOTE: These are consecutive rather than working days.

30.0 DEDUCTION OF UNION FEES

30.1 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.

31.0 STOPWORK MEETINGS

31.1 Subject to subsections 31.2 to 31.5, 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.

31.2 The representative shall give the employer at least 14 days' notice of the date and time of any meeting to which subsection 31.1 is to apply.

31.3 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.

31.4 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.

31.5 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.

32.0 EMPLOYMENT RELATIONSHIP PROBLEMS

32.1 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.

32.2 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:

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.

- a) 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.)

32.3 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.

32.4 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).

32.5 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.

32.6 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.

33.0 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.

- 33.1 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.
- 33.2 Where safety equipment is required, it is the responsibility of Employees to ensure it is appropriately utilised.
- 33.3 It is the responsibility of every employee to report any hazards, accidents or injuries as soon as practicable using the Employers hazard management system.
- 33.4 It is the responsibility of the Employer to systematically identify and address any workplace hazards, which may affect the safety of employees.
- 33.5 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.

34.0 INDEMNITY

- 34.0 The employer shall reimburse the employee the cost of personal indemnity insurance on the production of receipts up to a maximum of \$200.

35.0 TEMPORARY OR FIXED TERM AGREEMENTS

- 35.1 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.

36.0 USE OF PRIVATE VEHICLE ON EMPLOYER BUSINESS

- 36.1 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.

37.0 TRANSFER EXPENSES

- 37.1 Before a transfer takes place the terms under which such transfer is to occur shall be agreed between the employee and the employer and recorded in writing.

For:

- (1) Transferring on promotion; or
- (2) Transferring at the convenience of the employer

