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Association of  
Professionals and Executive Employees

**SOUTHERN DISTRICT HEALTH BOARD**

**Allied Health Managers Collective Agreement**

1 October 2014 to 14 October 2016

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## SCHEDULE A

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& Southern DHB Managers Collective Agreement: 01 October 2014- 14 October 2016

## 1 PARTIES

- (a) Southern District Health (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 agreement applies by virtue of the operation of this sub clause shall be deemed covered by this agreement.

### 1.2 Coverage

Any employee who is a member of Apex and is employed at Southland Hospital in the position with the same or similar title of:

- Allied Health Manager
- Manager, Medical Imaging
- Manager, Sterile Supply
- Supervisor, Sterile Supply
- Unit Manager, Oral Health
- Manager, Pharmacy

Or by agreement, an equivalent Allied Health position in a clinical service.

## 2 DUTIES AND RESPONSIBILITIES

- 2.1 The duties and responsibilities of this position are as set out in the position description for the position. The position description may be varied by the employer, after consultation with the employee, to meet the needs of the business. The employee may also be required by the employer to carry out any other functions as necessary for the day to day needs of the business.
- 2.2 The employee's position is located in Invercargill. However, the employee will not unreasonably decline a request to work at some other particular location that may be assigned by the employer.
- 2.3 The parties agree that all previous agreements, customs and practices express or implied that may have applied between the parties before this agreement came into force shall no longer apply.

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### 3 HOURS OF WORK

- 3.1 A full time position involves working 40 hours per week, Monday to Friday inclusive. It is expected that in order to provide the level of service expected, the employee will work the hours required to be effective within the employee's role.
- 3.2 As the employer's business is conducted on a 24 hour, 7 day basis, it is a necessity that there is flexibility in how the service is provided. Where it becomes a business requirement to provide more flexible hours of service the employer may from time to time request that the employee make a change to the normal hours the employee works. No changes will be made without the mutual agreement of both parties.

### 4 REMUNERATION

- 4.1 The employee's total remuneration package will be set out by individual letter. This remuneration is deemed to be total payment for the full performance of the employee's job. The employee will have the right to request a salary review on a 12 monthly basis, this in no way obligates the employer to sanction an increase in salary.
- 4.2 An increase of 1.5% effective from 1 October 2014 will be applied to 30 September 2014 base salary rates for those who were covered by the collective agreement on the date of ratification.
- 4.3 The employer may at its discretion undertake periodic reviews of the employee's performance throughout the duration of this agreement. The employer will carry out an annual performance review. Objectives will be based on achievement of business plan objectives and will normally be assessed at the end of the financial year (August) for the period 1st July to 30th June.
- 4.4 All components of remuneration and benefits in this Agreement are specified as gross amounts (before tax). The employer will deduct tax and any other deductions required by law from all elements of the employee's remuneration unless the contrary is expressly stated.
- 4.5 The salary portion of the employee's remuneration package will be paid fortnightly by direct credit to a nominated bank account.
- 4.6 Deductions from the employee's salary may be made by the employer for any overpayment, default, accident, for debts owing to the employer, for absences other than those provided for in the leave provisions of this Agreement, or as otherwise provided for in this agreement or agreed between the employee and the employee's manager. In the event of an overpayment of the employee's salary, the employer may recover the amount of the overpayment with the employee's consent.

### 5.0 LEAVE

- 5.1 Annual Leave

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- (a) The employee shall after the completion of twelve months continuous service with the employer be entitled to four weeks paid annual leave per annum, paid in accordance with the Holidays Act 2003, except that on the completion of five years recognised service the employee shall instead be entitled to 5 weeks annual leave..
- (b) All annual leave shall be taken at a time mutually convenient to the employee and the employer. If no mutual agreement is reached then the employer shall give the employee at least one month's notice of the requirement to take their leave.
- (c) The employee shall use their annual leave within two years of entitlement. Where it is not possible for the employee to take all of their leave, they should discuss this with their manager in advance so that arrangements can be made for the leave to be taken.

## 5.2 Public Holidays

- (a) The employee is entitled to up to 11 paid public holidays when these days fall on a day the employee would otherwise have worked, in accordance with the Holidays Act 2003. These holidays are:

- Christmas Day (25 December)
- Boxing Day (26 December)
- New Years Day (1 January)
- 2 January
- Waitangi Day
- Good Friday
- Easter Monday
- ANZAC Day
- The birthday of the Reigning Sovereign
- Labour Day
- Anniversary Day (observance as determined by the employer)

- (b) If the employee is required by the employee's manager to work and/or be on a call roster (where there are restrictions imposed on the employee's freedom of action while on call) on the statutory holiday, the employee will be remunerated at time and a half of the employee's relevant daily rate of pay for the hours worked and receive an alternative holiday on a day agreed between the employee and the employee's manager, such day being treated as the statutory holiday.
- (c) If the employee and the employee's manager cannot reach agreement as to the day on which the alternative paid holiday is to be taken, then the employer can give the employee fourteen (14) days notice of when the holiday is to be taken.
- (d) Public Holidays over the Christmas, and New Year period, and Waitangi Day and Anzac Day are observed in accordance with Section 45 and 45(A) of the Holidays Act 2003.

## 5.3 Sick Leave

The following provisions recognise and include any entitlement to

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special leave under the provision of the Holidays Act 2003.

- (a) The employee is entitled to ten (10) days paid sick leave per annum, calculated at the relevant daily rate. Sick leave may be taken if the employee is sick or injured or if the employee's partner, child or another person who depends on the employee for care is sick or injured.
- (b) Sick leave may accumulate to a maximum of 90 days.
- (c) The employee must ensure notice is given to the employee's manager as soon as practicable on the first and for each subsequent day of absence due to illness or injury.
- (d) For any absence of more than three days and/or where there is a history of absence due to sick leave the employer may, at our discretion, request a medical certificate which states the employee have been examined by a medical practitioner and that in their opinion the employee were unfit for work.
- (e) The employer also has the right to require the employee to produce an additional medical certificate at the employer's expense from a doctor mutually agreeable to both parties.
- (f) Sick leave shall not be granted or paid in respect of any public holiday to which the employee is entitled nor for any day which the employee would not otherwise have worked nor for any absence to which the Accident Rehabilitation & Compensation Insurance Act 1992 or the Accident Insurance Act 1998 applies.
- (g) Sick leave additional to the employee's entitlement may be granted at the discretion of the employer.

#### 5.4 Tangihanga/Bereavement Leave

- (a) In the event of the death of a person to whom the employee have a close association the employee may be entitled to special Tangihanga or bereavement leave on pay. Such obligations may exist because of blood or family/whanau ties and whangai ties, or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent).
- (b) The employee's manager in consultation with the employee will determine the amount of time off. Usual provisions in the event of bereavement are:
  - i three (3) days bereavement leave per death of the employee's spouse, parent, child, brother or sister, grandparent, grandchild or spouse's parent; or
  - ii one (1) day on the death of any other person where the employer accepts the employee is entitled to leave on consideration of relevant factors such as cultural responsibilities, responsibility for arrangements relating to the funeral ceremony or closeness of the association between the employee and the deceased person.

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- (c) In granting time off, and for how long, the employee's manager must administer these provisions in a culturally sensitive manner.

## 5.5 Parental Leave

The employee is entitled to parental leave in accordance with the Parental Leave and Employment Protection Act 1987 and its amendments.

- 5.5.1 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 paid under the Act.

## 5.6 Jury Service

- (a) If the employee is called on for Jury Service the employee is 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.

- (b) During the period of jury service the employee may choose to take either:

- i annual leave or leave without pay (in which case the employee may keep all payments made to the employee by the Court); or
- ii leave with pay (in which case the employee must return to the employer all fees excluding reimbursements paid to the employee by the Court) provided that the employee return to work immediately on any day that the employee is not actually serving on a jury.

If the employee is required to be a witness arising out of the employee's employment with the employer, the employee will be granted leave on ordinary pay. The employee is to pay any fee received to the employer, but may retain expenses.

## 5.7 Long Service Leave

- a. Long Service Leave of one week shall be accumulated by the employee for each five years of uninterrupted continuous service. For the purpose of this clause recognised service shall be from 1 July 2008 or commencement of employment if later than 1 July 2008 unless the employee has an ongoing grandparented provision..
- b. Long Service Leave will be paid on the same basis as annual leave as per the Holidays Act 2003 as at the time of taking the leave.
- c. Leave without pay in excess of three (3) months taken on any one occasion will not be included in the 5 year qualifying period, with the exception of parental leave.

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- d. Long Service leave must be taken in one continuous period, and will require the consent of the employer in regard to when the leave can be taken. Long Service Leave must be taken within five (5) years of qualification or it will be forfeited.
- e. The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment. In no other circumstances will an employee be entitled to be paid out for their Long Service Leave.
- f. Employees who have an entitlement to Long Service Leave under a previous agreement the following shall apply. The employee shall accrue the entitlement in accordance with sub-clause a. above from the date of ratification. All service that has previously been recognised at that date will continue to be recognised. Any long service leave actually taken, shall be deducted from that entitlement and the residue shall become the remaining entitlement. That shall be added to any further accrual, with the leave being taken in accordance with the sub-clauses above.

(For the sake of clarity, an employee who has seven years service previously recognised and has taken no long service leave will have an entitlement of 1 weeks long service leave with a residue of two years service which is to be added to any further accrual.)

## **6 BEHAVIOUR**

The employee agrees to abide by all notified rules, policies and procedures of the employer.

### 6.1 Policies and Procedures

- (a) The employee is required to comply with all the employer's policies and procedures, all of which supplement the express terms and conditions of this Agreement.
- (b) The employer reserves and has the right to amend, supplement or otherwise modify the organisations policies and procedures from time to time to meet business needs as may be deemed appropriate. In the event of any conflict between the employer's policies and procedures and the express terms and conditions of this Employment Agreement, the latter shall govern.

### 6.2 Health and Safety

- (a) The parties to this agreement express their commitment to the pursuit of health and safety in employment. The parties shall endeavour to meet their obligations under the Health & Safety in Employment Act 1992 and all other health and safety legislation promulgated.
- (b) The employee must notify the employer of any hazard on work premises of which s/he becomes aware as soon as practicable following the hazard

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being identified.

- (c) A work related accident must be reported by the employee to the employer as soon as practicable on the day on which the accident occurs. Failure to do this may result in the employer not accepting that the accident occurred at work.
- (d) The employer shall be notified as soon as practicable on the first day of absence caused by injury. When possible the employee will indicate the nature of the injury and the expected duration of the employee's absence.
- (e) The employee shall notify the employer within one working day of any work related accident for which medical treatment is required. The employee shall provide all documentary evidence and medical certificates as they are provided from time to time relating to the employee's continued eligibility to entitlements, in addition to any other information as may be required in accordance with this contract, directly to the employer.
- (f) Where the employee is suffering from an injury as a result of a work related accident the employer may, at its sole discretion but not contravening the advice of a medical practitioner, require the employee to return to work to undertake such alternative duties (either on a full or part time basis) as are available and are within the employee's capability and level of fitness as determined after consultation with the employee and a medical practitioner.
- (g) Where the employer has concerns about the employee's ability to adequately or safely carry out the employee's duties, the employer will have the right to require the employee to undergo a medical examination by a medical practitioner nominated by the employer for the purpose of determining the employee's fitness or otherwise for work. A copy of the medical report will be supplied to the employer and the employer will meet the cost of such an examination.

## 7 CONFIDENTIALITY

- 7.1 As part of normal duties, the employee will obtain and/or have access to confidential information concerning the employer and the employer's business affairs. Under no circumstances is any use to be made of this information except for the purposes directly related to furthering the business objectives of the District Health Board.
- 7.2 Without limiting the generality of the previous sub-clause, the employee must keep confidential any information relating to:
  - (a) Contractual arrangements of and relating to the employer;
  - (b) The employer's business connections, transactions and patient/client information; and
  - (c) Any plans, products, processes, technical information and know-how.
- 7.3 The restrictions contained in this confidentiality clause extend to communications to any person, including other employees of the employer (not including, of

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course, necessary information involved in normal day to day working matters).

- 7.4 The restrictions will continue to apply after the termination of the employee's employment for whatever reason.
- 7.5 The restrictions will cease to apply to:
- (a) Authorised knowledge or information, which comes into the public domain without breach of any of the restrictions, contained in this confidentiality clause;
  - (a) Information required to be divulged by a duly authorised officer or agent of the employer; or
  - (b) Information required to be divulged by operation of law or order of a court of law.

## **8 INTELLECTUAL PROPERTY**

- 8.1 All work produced by the employee in the performance of the employee's duties under this contract, including any rights in or arising from such work, will be the sole and exclusive property of the employer.
- 8.2 All ideas, concepts, copyright, inventions, patents, trademarks or other products or processes developed or created either in whole or in part by the employee arising from or in connection with our activities shall be the sole property of the employer.
- 8.3 Where required by the employer, the employee agrees to execute, acknowledge and deliver such assignments, certificates and other documents that we may consider necessary or appropriate to vest all rights, titles and interest therein to the employer.

## **9 CONFLICT OF INTEREST**

- 9.1 The employer encourages the personal development of staff through outside interests and does not object to the employee having financial or other participation in organisations outside Southern District Health Board. The employee is expected to bear in mind at all times however, that the employee's prime work commitment is to Southern District Health Board.. External involvement must not adversely affect the employee's commitment of time and effort to Southern District Health Board or be in conflict with the interests of the employer. Where the employee wishes to be involved in other business activities, the employee must gain prior written consent from the employee's manager.
- 9.2 The employee will not, except with the written agreement of the employer, undertake employment with any other person or organisation, or engage in any activity which may benefit commercially from information gained by the employee about any aspect of Southern DHB's business during the term of the employee's employment with the employer.

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- 9.3 The employee must not accept any payment or other benefit in money or kind from any person or company as an inducement or reward for any action in connection with any matters or business transacted by or on behalf of the employer.

## **10 CESSATION OF EMPLOYMENT**

### 10.1 Period of Notice

One month's written notice of cessation of employment must be given by either the employee or the employer, but this may be reduced by mutual agreement or the employer may at its discretion pay out notice period. A payment in lieu of notice may be added to or deducted from any money owing to the employee on termination. Nothing in this clause will prevent the employer from dismissing the employee summarily for serious misconduct.

### 10.2 Termination

The employee's employment with the employer may be terminated during the currency of this Agreement for reasons such as (but not limited to) the following:

- (a) with notice for cause
- (b) summarily for serious misconduct
- (c) with notice for poor performance
- (d) for serious neglect of duty
- (e) for breach of a material term of this agreement
- (f) if the employee is convicted of a criminal offence which impacts on the employee's ability to meet the requirements of the employee's role
- (g) if the employee develop any illness or as a result of an injury which affects the employee's ability to satisfactorily complete the employee's duties
- (h) in the event of the employee's death.

### 10.3 Redundancy

- (a) Redundancy is a situation where the employer has staff surplus to its requirements due to a change in the organisation, its method of operation, the closure or ceasing of some operations, or a change in the skills, knowledge or experience required of some employee's so that staff numbers have to be reduced or replaced with staff possessing different skills, knowledge or experience. Southern District Health Board will endeavour to find a suitable redeployment option for the employee within Southern District Health Board.
- (b) Where restructuring results in the employee's position being surplus to the requirements of the employer and following consultation we are not in a position to make options such as redeployment or retraining available, the employee shall be entitled to a severance payment equivalent to three

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month's salary. Notice will be in accordance with Clause 10.1 above.

- (c) If the employee's employment is terminated due to the sale, transfer or contracting out of part of the employer's business and arrangements have been made for the employee to transfer to the new service provider into a similar position with similar terms and conditions of employment, the employee will not be considered to have been made redundant and no severance payment will be made. Where conditions are less favourable, a compensatory payment may be negotiated.
- (d) In the event of a redundancy situation occurring the employer will arrange for suitable career and personal counselling to be made available to affected staff at the cost of Southern District Health Board.

#### 10.4 Incompatibility

The employer may terminate the employee's employment immediately and provide payment in lieu of notice, if in our opinion, the employee's relationship with the employer or other employees has eroded to such an extent that it has a seriously disruptive and corrosive influence within the workplace and if continued would adversely affect the employer's business or the employment of other employees.

#### 10.5 Abandonment

If the employee is absent from work for three consecutive working days without notification or good cause and are unable to be contacted by the employer, the employee will be deemed to have terminated the employee's employment by way of resignation without notice.

#### 10.6 Termination for Medical Reasons

- (a) The employer may terminate the employee's employment by giving such notice to the employee as we deem appropriate in the circumstances if we are of the opinion that the employee is incapable of the proper performance of the employee's duties under this Agreement as a result of mental health or physical illness.
- (b) Before taking any action under this clause the employer will require the employee to undergo an examination by a registered medical practitioner nominated by the employer or if the employee wishes, two medical practitioners, one nominated by the employer and one by the employee. In addition, the employer will take into account any report or recommendations made available to the employer as a result of that examination and any other relevant medical reports or recommendations that the employer might receive or the employee might wish to be tended to us by or on the employee's behalf.

## **11 EMPLOYEE PROTECTION PROVISION**

- 11.1 This clause applies to any "restructuring" as that term is defined in s 69L of the Employment Relations Act 2000 which relates, in effect, to the sale, transfer or contracting out of the employer's business (or part of it) to another employer (which will be referred to throughout this clause as "the new employer").

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- 11.2 Before arriving at any decision to proceed with a restructuring of its business the employer will, if the continuation of the employee's employment is likely to be adversely affected as a result, give the employee access to relevant, non-confidential information and a reasonable opportunity to comment on that.
- 11.3 In the event of a restructuring or intended restructuring, the process that the employer will follow in its negotiations with the new employer will be aimed at minimising as far as practicable the impact of change on the employee, if affected. More specifically the employer will negotiate with the new employer over:
- 11.3.1 The timing of changes, with a view to the employer, and if appropriate in the circumstances, the new employer giving the employee reasonable prior notice of the fact of change and opportunity to consult with the employer about the implications of that;
  - 11.3.2 The provision of information to the employee about the restructuring (including the issues of who is to provide that, and by what means), how it is likely to affect him or her, and the options available;
  - 11.3.3 Giving the employee, if practicable, the right to accept a position with the new employer that will either be directly comparable to his or her present position or to which the employee will otherwise be suited by reason of the employee's skills, experience and qualifications;
  - 11.3.4 Establishing a satisfactory induction process for the employee in the event that he or she accepts employment with the new employer.
- 11.4 The employer will use its best efforts to negotiate the transfer of the employee to the employment of the new employer, but this will be subject to the new employer's commercial needs and the practical implications of such a transfer.
- 11.5 Where the new employer is prepared to offer employment to the employee, the employer will also use its best efforts to arrange for any such offer to be on no less advantageous terms overall than are contained in this agreement.
- 11.6 If the employee has not been offered employment with the new employer, the employer will consult with him or her over entitlements (if any). The scope of such consultations may include:
- 11.6.1 Any opportunities for redeployment within the employer's organisation;
  - 11.6.2 If no such opportunities exist, with the result that the employee's position is redundant, the possibilities of career advisory services or other counselling being made available, time off for job search purposes, the extent (if any) to which pay in lieu of notice may be provided enabling early release from employment.

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

Employers shall grant union members leave on pay to undertake union education

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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.

### **13 REFUND OF ANNUAL PRACTISING CERTIFICATE**

Where an employee is required by law or the employer to hold an annual practising certificate in order to practise that profession with the Employer, the cost of the certificate shall be refunded to the employee on production of the practising certificate provided that:

- (a) It must be a 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.

### **14 RECERTIFICATION/ TRAINING/ 'CME/CPD'**

- 14.1 The employer accepts responsibility for reimbursement of fees required to enrol in a recognised Continuing Professional Development (CPD) points programme, in order to meet the competency requirements of the Health Practitioners Competency Act.
- 14.2 The employer shall provide a work place environment that encourages employees to obtain appropriate qualifications, attend relevant conferences, courses and seminars and/or undertake research or projects. These activities are expected to support the strategic direction of the DHB as well as facilitating the employee's own growth or development.

The employer shall provide all actual and reasonable costs for qualifications, training courses and seminars as required by the employer. Employees attending approved courses, training or seminars shall not have their normal pay reduced for such periods of approved absence.

#### ***Continuing Professional Development / 'CME'***

The ongoing technical/scientific development within health requires qualified staff to attend national and international conferences in order to maintain their ongoing technical/scientific competence. The employee then has the obligation of bringing back the latest information and incorporating any new knowledge into the strategic development of their department. Attendance at the conferences is to be balanced against the operational requirements of the DHB, especially as the numbers of staff are not large. Forward planning and cooperation between management and staff is fundamental to ensuring CPD/CME requirements are met.

Funding and leave may be provided to meet such CPD/CME and training needs. All actual and reasonable costs (including registration, accommodation, travel and sundry expenses such as airport transfers, meals etc) will be met by the employer subject to the normal approval processes.

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## **15 SUPERANNUATION**

15.1 Unless an employee is already receiving an employer contribution to a superannuation scheme, when an employee becomes (or where an employee is already) a member of a Kiwisaver scheme (as defined in the Kiwisaver Act 2006), the employer agrees to make an employer contribution to the employee's Kiwisaver scheme in accordance with the Kiwisaver Act 2006 and any subsequent amendments.

## **16 DEDUCTION OF UNION FEES**

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

## **17 STOPWORK MEETINGS**

- 17.1 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.
- 17.2 The representative shall give the employer at least 14 days' notice of the date and time of any meeting to which subsection 17.1 is to apply.
- 17.3 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.
- 17.4 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.
- 17.5 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.

## **18 EMPLOYMENT RELATIONSHIP PROBLEMS**

- 18.1 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.
- 18.2 Where an Employment Relationship Problem arises the parties will in the first

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instance seek to resolve it between the immediately affected parties. Further to this:

- a) The employee will be provided the opportunity to be represented by their union or other such support person of their choosing at any time during the resolution process.
- b) If the matter is unresolved either party is entitled to seek mediation from the Mediation Services 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.)

18.3 A "personal grievance" means a claim that the employee:

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

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

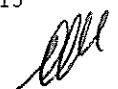
18.5 Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.

18.6 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.

## **19 INDEMNITY**

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

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**20 USE OF PRIVATE VEHICLE ON EMPLOYER BUSINESS**

Employees who are instructed by the employer to use their private motor vehicle on the employer’s business shall be paid a motor vehicle allowance as promulgated by the Inland Revenue Department and adjusted from time to time.

**21 TRAVELLING ALLOWANCE**

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

**22 VARIATIONS**

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

**23 TERM OF AGREEMENT**

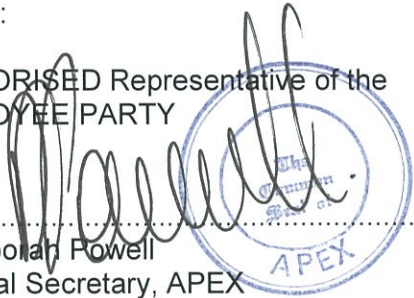
This Agreement shall be deemed to have come into force on 1 October 2014 and shall continue in force until 14 October 2016.

Dated this 14<sup>th</sup> day of July 2015

Signed:

AUTHORISED Representative of the  
EMPLOYEE PARTY

.....  
Dr Deborah Powell  
National Secretary, APEX



AUTHORISED Representative of the  
EMPLOYER PARTY

.....  
Carole Heatly  
CEO Southern DHB



## Schedule A

The employer has agreed to maintain certain conditions of employment for individual employees. These conditions are maintained as they existed in the employee's individual employment agreement that was in place immediately prior to this collective having application.

These conditions are as follows:

Joline Wilson;

- Payment of Dietary Association Fees

Marilyn Clark;

- Accrued sick leave entitlement as at the date the collective was signed (1 July 2008) (see also clause 5.7 of the Collective)
- Retiring gratuity provisions
- Payment of employer contributions to the National Provident Fund

Sharleen Allen;

- Accrued sick leave entitlement as at the date the collective was signed (1 July 2008) (see also clause 5.7 of the Collective)
- Long service leave entitlement
- Retiring gratuity provisions.

Rachael Turnbull;

- On call, call back, and Saturday work performed as a Pharmacist will be paid in accordance with the terms and conditions of the Southern DHB / APEX Pharmacy Collective Agreement, Pharmacists salary scale.
- Salary paid in accordance with the Southern DHB / APEX Pharmacy Collective Agreement, will be reviewed as per the merit criteria of that document.

APEX

