

WEST COAST DISTRICT HEALTH BOARD



AND



PHARMACY

COLLECTIVE EMPLOYMENT AGREEMENT

Effective from: 1 January 2019

Expires: 31 December 2021

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1.0 PARTIES

1.1 The parties to this Collective Employee Agreement shall be the:

- West Coast District Health Board (referred to as the Employer), and the
- APEX. (referred to as the Union).

1.2 All employees of the Employer who belong to the Union and whose work is within the coverage clause are bound by this agreement.

1.3 During the term of this Agreement the Employer agrees to offer all new employees who would come within the coverage clause of this Agreement the opportunity to be covered by this Agreement under the terms of clause 62(2)(v) of the Employment Relations Act 2000.

1.4 New Employees

The employer shall ensure that employees whose work is within the coverage clause of this agreement are:

- Provided with a copy of this agreement, and
- Engaged on the terms and conditions of this agreement for at least the first 30 days of their employment, and
- Told that they have the right to join the union and that if they do so they will continue to be bound by the collective agreement, and
- Told how to contact the union, given sufficient time to contact the union and provided with the contact details of the union, and
- Given such Union material as has been provided by the union for the purpose.

Within the first 7 days of beginning work the employer shall arrange for a union representative to meet with the new employee for the purposes of discussing union membership and any other union related matters.

2.0 COVERAGE

2.1 This Collective Employment Agreement (referred to as the Agreement) shall cover and apply to all members of the Union who are employed by the Employer as Pharmacists, Pharmacy Interns, Qualified Pharmacy Technicians, Trainee Pharmacy Technicians and Pharmacy Assistants.

3.0 RESERVED

4.0 COMPLETENESS OF AGREEMENT

4.1 This Agreement replaces all previous collective agreements.

4.2 Subject to paragraphs 4.3 to 4.4 of this clause, this Agreement shall form the entire terms and conditions of employment of all employees bound by it.

4.3 No employee's total weekly remuneration will be reduced by the coming into effect of this Agreement, or by the employee joining the Union and becoming bound by this Agreement.

4.4 The Employer and an employee may agree in consultation with the Union that the employee may have individual terms and conditions and/or protected rates of pay above

those specified in this Agreement.

5.0 VARIATION OF AGREEMENT

5.1 This Agreement may be varied in writing by the signed agreement between the employer and APEX, subject to their respective ratification processes. Such agreement shall be in writing and signed by the parties.

6.0 EMPLOYMENT DEFINITIONS

6.1 A **permanent employee** is employee who is employed for an indefinite term.

- Full-time permanent employee is an employee who works 40 hours or more per week.
- Part-time permanent employee is an employee who works less than 40 hours per week.

6.2 A **temporary employee** is an employee who has been employed to cover a specific situation of a temporary nature, 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.

6.3 A **casual employee** is an employee who has no set hours or days of work and who is asked to work as and when required.

6.4 **Normal hourly rate of pay** is one two-thousand and eighty-sixth (2086th) part of the annual rate of salary payable to an employee, correct to three decimal places of a dollar.

6.5 **Continuous service** is defined as unbroken employment with a District Health Board, its predecessors, or the Ministry of Health. A break of employment of not more than three months, or a break for the period required to take a course of study approved by the Employer shall not constitute a break in continuous service.

6.6 **T1.5** means time and one half of the employee's ordinary time hourly rate.

6.7 **T2** means double the employees ordinary time hourly rate.

6.8 **T1** means the employee's ordinary time hourly rate.

7.0 POSITION DEFINITIONS

7.1 A **Pharmacist** is a pharmacist registered with the Pharmacy Council of NZ in terms of the Health Practitioners Competence Assurance Act 2003.

7.2 A **Pharmacy Intern** is registered as an intern pharmacist with the Pharmacy Council of New Zealand in terms of the Health Practitioners Competence Assurance Act 2003.

7.3 A **Qualified Pharmacy Technician** is a person who holds a certificate as a Pharmacy Technician which is recognised by the Pharmaceutical Society of NZ Inc.

7.4 A **Trainee Pharmacy Technician** is a person enrolled in a training programme leading to a certificate as a pharmacy technician which is recognized by the Pharmaceutical Society of NZ Inc.

7.5 A **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.

8.0 TERMS OF EMPLOYMENT

- 8.1 Employees' duties shall be specified in job descriptions.
- 8.2 The Employer may make changes to an employee's job description following consultation with him or her but cannot change the nature of the employee's position without his or her agreement.
- 8.3 The employment shall be deemed to be weekly employment and no deduction shall be made from the weekly salary except for time lost through sickness, accident or default of the employee, or at the employee's own request.
- 8.4 A pharmacist who is involved in moving expenses in taking up an appointment with the Employer may, at the discretion of the Employer, be assisted in meeting such moving expenses, the amount of the assistance to be specified by the Employer having regard to the circumstances of each case.
- 8.5 Original certificates furnished by an Employee on engagement shall remain the property of the employee and shall be returned within 48 hours after engagement.

9.0 HOURS OF WORK AND RELATED PROVISIONS

- 9.1 The ordinary working hours shall not exceed 40 in each week, worked between 7am and 7pm on Mondays to Fridays. This would normally consist of five eight-hour duties, but where the parties agree, up to 10 hours may be worked in any one day.
- 9.2 The hours of work shall be continuous from the time of starting each day and without any breaks other than those prescribed herein for meals and refreshments.
- 9.3 At the time of appointment, the Employee shall be advised in writing of his/her specific hours of work.
- 9.4 The agreed hours of work may be changed at any time by mutual agreement between the Employer and an employee, and shall be recorded in writing.

10.0 REST AND MEAL BREAKS

- 10.1 Rest breaks of 15 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.
- 10.2 An unpaid meal break of not less than half an hour and not more than one hour shall be allowed each day for a meal.
- 10.3 During the meal break or rest breaks prescribed above, the Employer shall supply free tea, coffee, Milo, milk and sugar.

11.0 SALARIES AND ALLOWANCES

- 11.1 The following salaries are for full-time Employees. Employee's working less than full-time shall be paid on a pro-rata basis.

11.2 Pharmacists

Step	5-Mar-18		Step	1-Jul-19	2-Sep-19		Step	1-Jun-20	7-Sep-20		Step	7-Jun-21	
			15	\$104,175	\$107,300	M	16	\$107,300	\$110,519	M	17	\$113,282	
			14	\$100,761	\$103,784	M	15	\$103,784	\$106,898	M	16	\$109,570	
13	\$94,091	→	13	\$98,496	\$101,451	M	14	\$101,451	\$104,495	M	15	\$107,107	
12	\$90,270	→	12	\$94,496	\$97,331	M	13	\$97,331	\$100,251	M	14	\$102,757	
11	\$86,449	→	11	\$90,497	\$93,212	M	12	\$93,212	\$96,008	M	13	\$98,408	
10	\$82,330	→	10	\$86,185	\$88,771	M	11	\$88,771	\$91,434	M	12	\$93,720	
9	\$77,803	→	9	\$81,446	\$83,889	M	10	\$83,889	\$86,406	M	11	\$88,566	
8	\$74,525	→	8	\$78,014	\$80,354	M	9	\$80,354	\$82,765	M	10	\$84,834	
7	\$72,299	→	7	\$75,683	\$77,953	M	8	\$77,953	\$80,292	M	9	\$82,299	
											8	\$80,292	APS
6	\$68,259	→	6	\$70,768	\$72,891	APS	7 (APS)	\$75,078	\$77,330	APS	7	\$77,330	A
							6	\$72,891	\$75,078	A	6	\$75,078	A
5	\$65,466	→	5	\$67,872	\$69,908	A	5	\$69,908	\$72,005	A	5	\$72,005	A
4	\$58,919	→	4	\$63,472	\$65,376	A	4	\$65,376	\$67,337	A	4	\$67,337	A
			3	\$59,074	\$60,846	A	3	\$60,846	\$62,671	A	3	\$62,671	A
			2	\$54,673	\$56,313	A	2	\$56,313	\$58,002	A	2	\$58,002	A
			1	\$50,274	\$51,782	A	1	\$51,782	\$53,335	A	1	\$53,335	A

Progression

Progression through the scale from step 1 to step 5 shall be the automatic annual increment. From 1 June 2020, progression through the scale from step 1 to step 6 shall be by automatic annual increment. From 7 June 2021, progression through the scale from step 1 to step 7 shall be by automatic annual increment.

Minimum Profession Requirements

With effect from 1 January 2019, the minimum entry level for the Pharmacist salary scale shall be:

- Step 1 where the minimum professional requirements is a three or four-year Bachelor's degree
- Step 2 where the minimum professional qualification for practice is a Bachelor's degree plus a one year internship or up to 2 years of graduate qualification
- Step 3 where the minimum professional qualification for practice is a Bachelor's Degree and a 2 year graduate or Master's Degree qualification

The minimum professional requirements are those specified by the relevant registration body. There is no provision for a higher commencing salary for individuals holding a higher qualification than the minimum professional requirement.

This clause shall have no retrospective effect.

11.2.1 Additional Progression Step

The additional progression is intended to reflect and value the professional/technical skills and personal attributes of an Experienced Practitioner in contributing to improving health outcomes. It is distinct from the CASP/Technical Merit processes that have a more specific focus and a higher level of expectation of advanced skills (clinical leadership, clinical practice, etc.).

- Progression from the top automatic salary step to the additional progression step is dependent on the achievement of mutually agreed objectives, which are set prospectively when the

employee reaches the top automatic salary step. These objectives should align with the qualities of an experienced practitioner (the Expectations of Practice provides guidance on these) and reflect the expected professional/technical skills and personal attributes.

Process

- b) The parties acknowledge that it is the individual employee’s decision and responsibility to initiate the processes associated with the additional progression step. To commence the process the employee will write to the team leader/ manager requesting a meeting to set objectives.
- c) The discussion and setting of objectives for additional progression would normally occur in conjunction with the employee’s annual performance review.
- d) In the event that the manager and the employee cannot agree on the objectives the employee may consult with APEX. If there is still no agreement the manager will set the objectives. This objective setting process is to be completed in three months of the employee requesting the meeting.
- e) The assessment against these objectives shall commence 12 months after the objectives have been set. Any movement arising from this assessment shall be effective from 12 months after the date the employee wrote to his/her team leader/ manager under c) above, provided that:
 - i) Progression shall not occur earlier than the anniversary date of the employee’s movement to the top automatic step.
 - ii) Progression will not be denied where the employer has failed to engage in the objective setting process and/ or the assessment of whether or not the objectives have been achieved.
- f) Progression to the additional progression step is not available to employees who are below the top automatic salary step.

11.3 Pharmacy Interns

Step	5-Mar-18	1-Jul-19	2-Sep-19	7-Sep-20
1	\$45,373	\$47,039	\$48,450	\$49,904

11.4 Qualified Pharmacy Technicians

Step	5-Mar-18		Step	1-Jul-19	2-Sep-19	7-Sep-20	
			8	\$65,050	\$67,002	\$69,012	M
			7	\$61,924	\$63,782	\$65,695	M
9	\$56,981	→	6	\$59,076	\$60,848	\$62,673	M
8	\$54,806	→	5	\$56,820	\$58,525	\$60,281	M
7	\$51,026	→	4	\$52,901	\$54,488	\$56,123	A
6	\$49,137	→	3	\$50,942	\$52,470	\$54,044	A
5	\$45,358	→	2	\$47,026	\$48,437	\$49,890	A
4	\$42,332	→	1	\$43,887	\$45,204	\$46,560	A

Progression

There shall be no automatic progression for designated positions. Progression to a higher step shall be through the agreed merit process.

Progression through the scale from step 1 to step 4 shall be by way of automatic annual increment.

Except that Pharmacy technicians who hold the NQF Level 5 or 6 National or New Zealand Certificates in Pharmacy (Pharmacy Technician) (or alternative title) shall be able to progress to step 5 by way of automatic annual increment.”

11.5 Trainee Pharmacy Technicians

Step	5-Mar-18		Step	1-Jul-19	2-Sep-19	7-Sep-20	
4	\$42,332	→	3	\$43,887	\$45,204	\$46,560	A
3	\$39,309	→	2	\$40,754	\$41,977	\$43,236	A
2	\$36,283	→	1	\$37,617	\$38,746	\$39,908	A

Progression

Progression through the scale from step 1 to step 3 shall be by way of automatic annual increment. Upon Qualification the trainee shall be appointed to the next highest step on the qualified scale from the 1st day of the

Month in which the qualification is awarded.

11.6 Pharmacy Assistants

Step	5-Mar-18		Step	1-Jul-19	2-Sep-19	7-Sep-20	
5	\$45,373	→	4	\$47,039	\$48,450	\$49,904	A
4	\$41,931	→	3	\$43,473	\$44,777	\$46,120	A
3	\$38,702	→	2	\$40,125	\$41,329	\$42,569	A
2	\$35,480	→	1	\$37,617	\$38,746	\$39,908	A
1	\$33,262	→					

Progression

Progression from step 1 to step 4 shall be by automatic annual increment.

11.7 Refund of annual practicing certificate

In addition to salary, when a pharmacist or technician is required by law to hold an annual practicing certificate in order to practice his/her profession or trade with the Employer the cost of the certificate shall be refunded to the Employee provided that:

- it must be a statutory requirement that a current certificate be held for the performance of duties
- the Employee must be engaged in duties for which the holding of a certificate is a requirement.
- any payment will be offset to the extent that the Employee has received a reimbursement from another Employer.

11.8 Refund of membership of Pharmaceutical Society

In addition to salary, when a pharmacist or pharmacy intern is required by the Employer to hold membership with the Pharmaceutical Society in order to practice his/her profession, the cost of annual membership shall be refunded to the employee on production of receipts.

11.9 Refund of Pharmacy Intern training fees

In addition to salary, a one-off annual reimbursement of training fees for Pharmacy Interns shall be paid directly to the Pharmaceutical Society on production of an invoice. The reimbursement shall be paid pro-rata when the Pharmacy Intern works for less than one full year for the Employer. The Employer will reimburse one training fee for Pharmacy Interns but at its discretion it may reimburse further fees.

11.10 Higher Duties Allowance

Where the Employer specifically directs an employee to substantially perform the duties and responsibilities of a position higher than the employee's own position, the employee shall be paid in addition to their normal salary a daily allowance of \$20.00 per day for Pharmacy Technicians and \$25.00 per day for Pharmacists.

12.0 OVERTIME RATES

- 12.1 Overtime is time worked on any one day in excess of the employee's ordinary hours on that day or eight hours, whichever is the greater.
- 12.2 Overtime is payable for time worked which is not the result of call-back to fulfill an on-call duty.
- 12.3 Overtime worked Monday to Friday or before noon on a Saturday shall be paid for at the rate of T1.5 for the first three hours and thereafter at the rate of T2.
- 12.4 Overtime worked after noon on Saturday or on Sunday or on any public holiday or on any day observed in lieu of a public holiday shall be paid at the rate of T2, with a minimum payment of not less than three hours. For the purpose of paying the minimum overtime payment of not less than three hours, all hours worked before noon on Saturday shall be included when work continues on from Saturday morning into the afternoon.
- 12.5 In lieu of payment, with mutual agreement between the Employer and an employee, the Employer may grant to the employee time off within the following six months at the rate of two hours for each hour worked with a minimum allowance of three hours for each such day worked.
- 12.6 For the purpose of calculating overtime, any overtime under half an hour shall count as half an hour and, if over half an hour but under one hour, as one hour worked.
- 12.7 An employee who is required to work overtime for more than one hour after completing his/her ordinary day's work or who is required to continue working overtime after 1pm on Saturday or Sunday or a public holiday shall either be provided with a meal or paid a meal

allowance of \$11.50.

12.8 Provided that overtime rates and penal payments shall not be paid for the same hours.

13.0 ON-CALL and CALL-BACK

13.1 When an employee is instructed to be on-call during normal off-duty hours, an on-call allowance of \$8.00 per hour except on Public Holidays when the rate shall be \$10.00.

13.2 The on-call allowance is in addition to other remuneration providing that only one person shall be paid for any one on-call period, as determined by the employees' rosters

13.3 When an employee is on-call on a public holiday, irrespective of whether the employee is actually called in or not, the employee shall receive only a paid day in lieu for being on-call.

13.4 For any week of on-call duty, if two previous weeks of on-call duty were completed by the same employee during the previous four (4) weeks, an additional payment of \$100.00 shall be payable to that employee for that week. This additional payment is in addition to the employee's normal on-call allowance.

13.5 When the on-call roster is fulfilled by only one or two employees for a period greater than 4 weeks, the Employer shall be responsible for the provision of a locum to provide on-call cover. If employment of a locum not be feasible or achievable, the Employer shall meet with the employees for the purpose of reaching agreement for additional employment conditions in recognition of onerous duties.

13.6 If a call-back of less than a full duty is worked between two usual periods of duty, 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 callback it does not have to be provided afterwards as well.

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

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

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

(i) Call backs commencing and finishing within the minimum period covered by an earlier call back shall not be paid for;

(ii) Where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back.

(c) Call back shall be paid at the appropriate overtime rate.

13.8 An employee called back to work shall be reimbursed travelling expenses at either actual and reasonable taxi fares or, when the employee uses his/her own transport, shall be paid a mileage allowance at current Inland Revenue Department rates.

13.9 The Employer shall supply a compact cellphone to employees who are required to be on-call. The Employer shall pay all rental, service costs and work-related calls. The Employer shall seek reimbursement of any private call costs incurred.

13.10 The Employer shall provide to the on-call employee a lap-top computer that can remotely access health information on the Employer's computer system.

14.0 TRAVELLING EXPENSES

14.1 When the Employer engages a relieving pharmacist for employment at a place other than the city town or locality in which the employee is normally engaged the Employer shall pay the traveling expenses incurred by such employment in commuting to the employment.

14.2 When the Employer requires an employee to work at a place outside of their ordinary place of employment and is thereby put to expense in traveling to and from their work greater than that which the employee incurs when working at the employees ordinary place of employment the Employer shall pay the commuting expenses.

14.3 "Traveling expenses" shall include transportation costs ,where employees who are instructed to use their motor vehicle on employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time, meal costs and accommodation as are reasonably necessary.

15.0 PAYMENT OF WAGES

15.1 Salaries shall be paid fortnightly. Each Employee shall be provided with a statement showing details of his/her salary payments.

15.2 Wages shall be paid by lodgment into a bank to the credit of an account standing in the name of the employee, and with the written consent of the employee (or as otherwise requested).

15.3 All wages shall be paid immediately on the final day of an employee's employment.

16.0 OVERPAYMENT RECOVERY PROCEDURES

16.1 Attention is drawn to the Wages Protection Act 1983. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.

17.0 ANNUAL LEAVE

17.1 At the end of each year of continuous service, an employee shall be entitled to annual leave on full pay for:

- 4 weeks for an employee with less than seven years of continuous service, or
- 5 weeks for an employee with seven or more years of continuous service.

17.2 Employees shall be provided with an opportunity to take at least two weeks of their annual leave entitlement in an uninterrupted break if they wish to do so.

17.3 Applications for unpaid leave will be given reasonable consideration by the Employer. Unpaid leave may be given on compassionate grounds; to allow the employee to undertake a course of study; or for other reasons.

18.0 PUBLIC HOLIDAYS

The following days shall be observed as public holidays:

New Year's Day
2 January

Waitangi Day
Good Friday
Easter Monday
ANZAC Day
Sovereign's Birthday
Labour Day
Christmas Day
Boxing Day
Westlands and Chatham Island Anniversary Day

18.2 The following shall apply to the observance of Waitangi Day, Anzac Day, Christmas Day, Boxing Day, New Year's Day or 2 January, where such a day falls on either a Saturday or a Sunday:

- (a) Where an employee is required to work that Saturday or Sunday the holiday shall, for that employee, be observed on that Saturday or Sunday and transfer of the observance will not occur. For the purposes of this clause an employee is deemed to have been required to work if they were rostered on duty or on-call and actually called in to work. They are not deemed to have been required to work if they were on-call but not called back to work.
- (b) If an employee is rostered on duty (i.e. does not apply to on-call work) on that Saturday or Sunday but does not work, they will be paid relevant daily pay for the day, and transfer of the observance will not occur.

NOTE: When the public holiday for the employee is observed on the Saturday or Sunday, the weekday is treated as a normal working day for that employee, subject only to the possible payment of weekend rates in accordance with clause 18.5 below.

- (c) Where an employee is not required to work that Saturday or Sunday, observance of the holiday shall be transferred to the following Monday and/or Tuesday in accordance with the provisions of Sections 45 (1) (b) and (d) of the Holidays Act 2003. For the purposes of this clause an employee is deemed NOT to have been required to work if they were NOT rostered on duty, or on-call, or were on-call but not called back to work.

18.3 In order to maintain essential services, the employer may require an employee to work on a public holiday when the public holiday falls on a day which, but for it being a public holiday, would otherwise be a working day for the employee.

18.4 When an employee works on a public holiday which would otherwise be a working day for the employee, they will be paid at time one (T1) in addition to the ordinary hourly rate of pay for each hour worked and they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.

18.5 Should Christmas Day, Boxing Day, New Year's Day or 2 January fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 18.4 for time worked on the public holiday and then at weekend rates for the time worked on the corresponding weekday. Only one alternative holiday will be granted in respect of each public holiday.

18.6 Should Waitangi Day or Anzac Day fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 18.4 for time worked on the public holiday and then at

ordinary rates for the time worked on the Monday. Only one alternative holiday will be granted in respect of each public holiday.

18.7 An employee who is on call on a public holiday but is not called in to work, shall be granted an alternative holiday, except where the public holiday falls on a Saturday or Sunday and its observance is transferred to a Monday or Tuesday which the employee is required to work, in which case an alternative holiday shall be granted in respect to the transferred day only and taken and paid as specified in the Holidays Act 2003.

18.8 Those employees who work a night shift which straddles a public holiday shall be paid at public holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the shift. One alternative holiday shall apply in respect of each public holiday or part thereof worked.

18.9 Off duty day upon which the employee does not work:

(a) Fulltime employees –

Where a public holiday, and the weekday to which the observance of a public holiday is transferred where applicable, are both rostered days off for an employee, they will be granted one alternative holiday in respect of the public holiday.

(b) Part-time employees –

Where a part-time employee's days of work are fixed, the employee shall only be entitled to public holiday provisions if the day would otherwise be a working day for that employee.

Where a part-time employee's days are not fixed, the employee shall be entitled to public holiday provisions 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. Payment will be relevant daily pay.

18.10 Public holidays falling during leave:

(a) 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 debited against such leave.

(b) 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 or military leave without pay) unless the employee has worked during the fortnight ending on the day on which the holiday is observed. Payment shall be in accordance with the Holidays Act

(c) Leave on reduced pay

An employee, during a period on reduced pay, shall be paid at the relevant daily pay for public holidays falling during the period of such leave.”

19.0 LONG SERVICE LEAVE

19.1 Effective from 1 March 2016 an employee shall be entitled to long service leave of one week upon the completion of a five year period of continuous service (as defined in Clause 6.5) and thereafter one week every 5 years continuous service. Such entitlement may be accrued however any service period for which a period of long service leave has already been taken or paid out shall not count towards this entitlement.

19.2 Long Service Leave will be paid for each week of leave on the same basis as annual leave in accordance with the Holidays Act 2003.

19.3 The employer shall pay out any Long Service Leave to which the employee has become entitled but has not taken upon cessation of employment.

19.4 In the event of the death of an employee who was eligible for Long Service Leave but has not taken the leave, any monies due will be paid to the deceased's estate.

20.0 SICK LEAVE

20.1 Employees shall be entitled to sickness leave in compliance with the Holidays Act 2003 and its amendments.

20.2 When an Employee is granted leave of absence on account of sickness or injury, not arising out of or in the course of employment, the employee shall be entitled to 10 days sick leave per annum at ordinary rates of pay. For the purpose of this clause "ordinary pay" shall include all those allowances that form part of the hourly rate for calculating time related payments.

20.3 Sick leave entitlements not used each year may be accumulated to a maximum entitlement of 180 days while the Employee remains in the employ of the Employer.

20.4 The total period of paid sick leave may consist of one or more periods.

20.5 Wherever possible, the Employee shall ensure that notice is given to the Employer on the first day of absence due to illness.

20.6 The Employer may require the Employee to provide a medical certificate for sickness of three days or more.

20.7 Where, in the opinion of the Employer, an employee is incapacitated by sickness or injury arising out of and in the course of employment, full salary may be paid during incapacity. The period for which salary is paid in accordance with the provisions of this sub-clause shall not be deducted from the sick leave entitlements specified in the previous sub-clauses 20.2 and 20.3.

20.8 Where an Employee is suffering from a minor illness which could have a detrimental effect on the patients in the Employer's care, the Employer may, at its discretion, either:

- Employ him/her on suitable alternative duties; or
- Direct him/her to take leave on full pay for not more than eight days in any one year, in addition to the sick leave to which s/he is normally entitled.

20.9 When sickness occurs during annual or long service leave, the Employer shall permit the period of sickness to be debited against sick leave entitlements, except where the sickness occurs during leave following the relinquishment of office.

20.10 Part-time employees are entitled to the full sick leave entitlement in days. When they are absent due to sickness, they are to be paid at the ordinary rates for the hours they would have worked.

20.11 In the event that an employee exhausts all of their sick leave entitlement, but is unable to return to work, they may request that the Employer provide additional paid sick leave. Any such additional sick leave shall be at the discretion of the Employer.

20.12 If an Employee is absent on sick leave for less than a whole day, sick leave is to be debited as follows:

- Absent for whole morning ½ day's sick leave

- Absent for whole afternoon ½ day's sick leave
- Absent for less than two hours during the day No deduction
- Absent from two to six hours during the day ½ day's sick leave
- Absent for over six hours during the day 1 day's sick leave

21.0 DOMESTIC LEAVE (SICKNESS AT HOME)

- 21.1 The Employer may grant an employee leave on pay as a charge against sick leave entitlement when the employee must stay at home to attend to a member of the household who through illness becomes dependent on the employee. This person would in most cases be the employee's child or partner but may be another member of the employee's family or household.
- 21.2 Approval is not to be given for absences during or in connection with the birth of an employee's child. Such a situation should be covered by annual leave or parental leave.
- 21.3 The production of a medical certificate or other evidence of illness may be required.

22.0 BEREAVEMENT/TANGIHANGA LEAVE

- 22.1 Employees shall be entitled to bereavement leave in compliance with the Holidays Act 2003 and its amendments.
- 22.2 The Employer shall approve 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.
- 22.3 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, or special leave on pay, such leave may be interrupted and bereavement leave granted, with the time of bereavement leave not to be debited against such other leave. This provision shall not apply if the employee is on leave without pay.
- 22.4 The Employer shall administer these provisions in a culturally sensitive manner.

23.0 JURY SERVICE LEAVE

- 23.1 Employees called for jury service 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.
- 23.2 An employee called for court service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off-duty hours, the employee may retain the juror's fees (and expenses paid).
- 23.3 Where leave on pay is granted, a certificate is to be given to the employee by the Employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to the Employer but may retain expenses.
- 23.4 Where leave on pay is granted, it is only in respect of time spent on court service, including reasonable travelling time. Any time during normal working hours when the Court does not require the employee, the employee is to report back to work when this is reasonable and practicable.

24.0 WITNESS LEAVE

- 24.1 When an employee is subpoenaed before a court as a witness, they shall be granted leave on ordinary pay (T1 rate only). The employee is to pay any fee received to the Employer but may retain expenses.

25.0 PARENTAL LEAVE

- 25.1 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 and is to be read in conjunction with the Parental Leave and Employment Protection Act 1987 (referred to as the Act in this clause 16), provided that where this clause 25 is more favourable to the employee, the provisions of this clause 16 shall prevail. Employees should seek the advice of their manager, Human Resources or APEX in applying for parental leave. Advice on parental leave is also available from Employment New Zealand. Advice on parental leave payments is available from the Inland Revenue Department.
- 25.2 Entitlement and eligibility - Provided that the employee assumes or intends to assume the primary care as defined in the Act, or is the primary carer or partner of a primary carer, the entitlement to parental leave is:
- (a) in respect of every child born to them or their partner;
 - (b) in respect of every child under six years of age, where the employee becomes a primary carer for the child;
 - (c) where two or more children are born at the same time or where the employee becomes a primary carer for two or more children under six years of age within a one month period, for the purposes of these provisions the employee's entitlement shall be the same as if there were only one child.
- 25.3
- (a) Parental leave of up to twelve 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.
- 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.
- (c) 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 one or both partners are employed by the employer. The parental leave may be taken in more than one continuous period, with the start and finish dates of each additional period, and any extension of parental leave past the anniversary date of the commencement of parental leave, to be agreed between the employer and the employee.
 - (d) Pursuant to Part 3 (A) of the Act employees who are not entitled to primary carer leave may request a period of negotiated carer leave from their employment. Negotiated carer leave may enable the employee to receive parental leave payments from IRD if they meet the parental leave payment threshold test.
- 25.4 In cases of adoption of children of under six years of age, parental leave shall be granted in terms of 16.2 and 16.3 above, providing that fourteen days notice is given before the employee intends to assume the responsibility for the care of the child. Evidence of an

approved primary care placement shall be provided to the employer's satisfaction.

25.5 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 or midwife certifying the expected date of delivery. The provision may be waived where the employee becomes a primary carer for a child under the age of six or in circumstances outside the control of the employee.

25.6 The commencement of leave shall be in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.

25.7 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.

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

25.9 Job protection -

- (a) Subject to 16.10 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:
 - (i) at the equivalent salary, grading;
 - (ii) at the equivalent weekly hours of duty;
 - (iii) in the same location or other location within reasonable commuting distance; and
 - (iv) involving responsibilities broadly comparable to those experienced in the previous position.
- (b) Where applicable, employees shall continue to be awarded increments when their incremental date falls during absence on parental leave.
- (c) Parental leave shall be recognised towards service-based entitlements, i.e.: annual leave and sick leave. However, parental leave will not contribute to Retiring Gratuities allowance calculations.

25.10

- (a) Where possible, the employer must hold the employee's position open or fill it temporarily until the employee's return from parental leave. However, in the event that the employee's position is a "key position", the employer may fill the position on a permanent basis if they meet the requirements set out in the Act.
- (b) 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 16.9 (a) above) is not available, the employer may approve one of the following options:
 - (i) 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

- (ii) 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 25.10(b)(i) above for up to 12 months; or
- (iii) 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 25.10(b)(i) 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 25.10(b)(i), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or
- (iv) where extended parental leave in terms of 25.10(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 30.3 of this contract.

25.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 16.9(a) above, parental leave shall cease.

25.12 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 starting parental leave, 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.

25.13 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.

25.14 Employees on parental leave may from time to time and by agreement work occasional duties during the period of parental leave and this shall not affect the rights and obligations of either the employee or the employer under this clause.

25.15 Paid Parental Leave – Where an employee takes parental leave under this clause, meets the eligibility criteria in 25.2 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full-time) for a period of up to 14 weeks.

Employees who negotiate carer leave under Part 3 (A) of the Act are not eligible for the Parental Leave payment under Clause 25.15.

These payments shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata if appropriate) applicable to the employee for the six weeks immediately prior to commencement of parental leave. From 1 June 2017 an employee who takes a period of paid leave (e.g. annual leave) at the start of his or her parental leave may elect to start his or her parental leave payment period on the day after the date on which that period of paid leave ends, even if it is later than the child's arrival or due date.

These payments shall only be made in respect of the period for which the employee is on parental leave and in receipt of the statutory payment if this is less than 14 weeks.

Where 25.3(c) applies and both partners are employed by the DHB, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

26.0 PROFESSIONAL DEVELOPMENT

26.1 Statement of principle

- 26.1.1 The Employer recognises the importance of retaining skilled and knowledgeable staff to ensure the provision of quality care of its patients.
- 26.1.2 To that end, the Employer encourages and supports employees to update and maintain their skills and knowledge required for the performance of their duties.
- 26.1.3 The Employer shall, in accordance with its policy, grant employees study leave to enable employees to complete qualifications, to attend courses and seminars, and to undertake research or projects which are relevant to the work of the Employer and which facilitate their own growth and development.

26.2 Assistance

- 26.2.1 An employee may apply to his/her manager for assistance in the form of special leave (with or without pay) and/or financial assistance to enable the employee to undertake professional development.

27.0 UNIFORMS AND PROTECTIVE CLOTHING

- 27.1 When the Employer requires the employee to wear a particular uniform or a particular item of clothing, such as a particular type of shoe, they shall be supplied free of charge but shall remain the property of the Employer, and shall be laundered or dry-cleaned by the Employer as required.
- 27.2 When the Employer cannot provide a specified item of clothing, the Employer shall reimburse the employee the actual cost of purchase of an authorised alternative upon presentation of the receipt.
- 27.3 Protective clothing and safety equipment shall be provided to employees where the nature of work requires it to enable them to perform their duties in a safe and appropriate manner. Such protective clothing shall remain the property of the Employer and, as such, shall be laundered or otherwise cleaned free of charge.
- 27.4 Employees shall be compensated for damage to personal property worn on duty, or reimbursed dry-cleaning costs for excessive soiling, as long as the damage or soiling was not because of their negligence or failure to wear protective clothing or uniform provided. Each case shall be determined on its merits by the Employer.

28.0 ABANDONMENT OF EMPLOYMENT BY THE EMPLOYEE

- 28.1 When an employee has been absent from their employment for a period of three consecutive working days and has failed to contact the Employer's nominated representative, except when the employee has been unable to notify the Employer through no fault of their own, then the employee shall be deemed to have terminated their employment without notice.

29.0 TERMINATION OF EMPLOYMENT

- 29.1 Either party may terminate the employment of the employee with four weeks of written notice, unless otherwise negotiated with the Employer. Agreement for a shorter notice period will not be unreasonably withheld. When the agreed notice is not given, the unexpired notice may be paid or forfeited by the party failing to give the agreed notice.
- 29.2 The period of notice in either case shall be exclusive of the whole or any part of an Annual holiday required to be given in compliance with this Agreement.
- 29.3 This period of notice shall not prevent the Employer from summarily dismissing an employee without notice because of serious misconduct or other good cause in accordance with the Employer's disciplinary procedures and/or rules of conduct.
- 29.4 Each employee upon termination of their employment shall, upon application, be given within 24 hours a certificate in writing stating their length of service and the position(s) held.
- 29.5 Upon termination of employment, an employee shall immediately return all equipment, uniforms and any other property belonging to the Employer or relating to its business.

30.0 TERMINATION OF EMPLOYMENT BY THE EMPLOYER BECAUSE OF RESTRUCTURING AND REDUNDANCY

30.1 Cooperative Consultation Process

- 30.1.1 The parties accept that changes in the means of delivery of health services are necessary in order to ensure the ongoing efficient and effective delivery of health services. Furthermore, the parties recognise that they have a mutual interest in ensuring that health services are provided efficiently and effectively and that all employees have an important contribution to make in this regard.
- 30.1.2 The parties acknowledge that consultation and cooperation between the Employer, employees and their representatives is desirable on matters of mutual concern and interest. In this regard the Employer shall provide forums for information sharing and open discussion between Employers, employees and their representatives. Accordingly, reasonable paid time shall be allowed for nominated employee representatives to participate in the process, subject to the prior approval of the Employer.
- 30.1.3 The consultation process for managing change shall be as follows:
- 30.1.3.1 The initiative being consulted about should be presented by the Employer as a "proposal" or "proposed intention" or "plan" which has not yet been finalised.
 - 30.1.3.2 Sufficient information shall be provided by the Employer to enable the party/parties consulted to develop an informed response.
 - 30.1.3.3 Sufficient time shall be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
 - 30.1.3.4 Genuine consideration shall be given by the Employer to the matters raised in the response.

30.2 Staff Surplus

- 30.2.1 When as a result of the restructuring of the whole or any parts of the Employer's operations due to the restructuring of the Employer's business, and at the conclusion of the processes described above in clause 30.1, 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 then the options in sub-clause 30.4 below may be invoked and negotiated on a case by case basis.

30.3 Notification

30.3.1 The Employer shall advise the Union of a staffing surplus at least one month prior to the date that notice is required to be given to the employee whose position has been determined to be surplus.

30.3.2 The affected parties shall meet to reach agreement on the options appropriate to the circumstances. When employees are to be relocated, at least three months' notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed when the circumstances warrant it (and agreement shall not be unreasonably withheld).

30.3.3 The following information shall be made available to the Union:

- the location/s of the proposed surplus employees.
- the total number of proposed surplus employees.
- the date by which the surplus employees need to be dismissed.
- the positions, grading, names and ages of the affected employees.
- availability of alternative positions with the Employer. On request the Union shall be supplied with relevant additional information where available.

30.4 Options

30.4.1 The following are the options to be applied in staff surplus situations:

- Reconfirmed in position.
- Attrition.
- Redeployment.
- Leave without pay.
- Enhanced early retirement.
- Retraining.
- Severance.

30.4.2 Employees who are reconfirmed in their position shall not have access to the other options. The aim shall be to minimise the use of severance. When severance is used, the provisions in sub-clause 30.11. shall be applied as a package.

30.5 Reconfirmed in Position

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

30.6 Attrition

30.6.1 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.

30.7 Redeployment

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

- 30.7.2 When the new job is at a lower salary, an equalisation allowance shall be paid to preserve the salary of the employee at the rate paid in the old job at the time of redeployment. The salary can be preserved in the following ways:
- 30.7.2.1 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 increase); or
 - 30.7.2.2 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).
- 30.7.3 When 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.
- 30.7.4 The redeployment may involve employees undertaking some on-the-job training.

30.8 Leave Without Pay

- 30.8.1 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.

30.9 Enhanced Early Retirement

- 30.9.1 Employees are eligible if they have a minimum of ten years of total aggregated service with the Employer or its predecessors, but excludes any service with any of the above which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment.
- 30.9.2 Membership of a superannuation scheme is not required for eligibility.
- 30.9.3 The employee shall receive the following:
- (a) 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months in lieu of notice. This payment is regardless of length of service; and
 - (b) 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
 - (c) 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
 - (d) 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 total basic salary (T1 rate only) the employee would have received between their actual retirement and the date of their retirement.
 - (e) if the employee has ten or more years' service, the full retiring gratuity set out in the scale contained in clause 20.9 (from the WCDHB Pharmacists Collective Employment Agreement 1 July 2006 to 3 June 2007) shall be paid.
 - (f) outstanding annual leave and long service leave may be separately cashed up.

30.10 Retraining

- 30.10.1 When a skill shortage is identified, a 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.

- 30.10.2 It may not be practical to offer retraining to some employees identified as surplus. The Employer shall make decisions on the basis of cost, the availability of appropriate training schemes and the suitability of individuals for retraining.
- 30.10.3 If an employee is redeployed to a position which 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 service education.
- 30.10.4 When an employee is deployed to a new occupation or a dissimilar position the Employer should consider such forms of retraining as in-service education, block courses or night courses at a technical institute, nursing bridging programs, etc.

30.11 Severance Compensation

30.11.1 Payment shall be made in accordance with the following:

(i) "Service" for the purposes of this sub-clause means total aggregated service with the NZ Health Service, but excludes any service with any of the above services, or with any Company which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment.

The existing qualifying service of employees for severance purposes who commenced their employment with the Company before 13 February 1995 will not be effected by the coming into effect of this clause.

(ii) 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment is regardless of length of service; and

(iii) 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

(iv) 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

(v) 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 retirement.

(vi) employees with not less than eight years' service but less than ten years' service, shall be paid two weeks' basic salary (T1 rate only).

(vii) 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).

(viii) outstanding annual leave and long service leave may be separately cashed up.

(viii) 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.

- (x) Employees employed by the Employer after 01/07/97, shall receive severance payment in accordance with the following scale:

One year continuous service	4 weeks ordinary pay
Two years continuous service	5 weeks ordinary pay
Three years continuous service	6 weeks ordinary pay
Four years continuous service	7 weeks ordinary pay
Five years continuous service	8 weeks ordinary pay
Six years continuous service	9 weeks ordinary pay
Seven years continuous service	10 weeks ordinary pay
Eight years continuous service	11 weeks ordinary pay
Nine years continuous service	12 Weeks ordinary pay
Ten years continuous service	13 weeks ordinary pay

30.12 Job Search

- 30.12.1 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.

30.13 Counseling

- 30.13.1 Counseling for affected employees and family shall be made available as necessary.

30.14 Restriction on Staff Surplus Options (Technical Redundancy)

- 30.14.1 When an employee's employment is being terminated by his or her Employer by reason only of the sale or transfer by the Employer 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 worker if:

- 30.14.2 The person acquiring the business or the part being sold or transferred has offered the worker employment in the business or the part being sold or transferred and

- 30.14.3 The conditions of employment offered to the worker by the person acquiring the business or the part of the business being sold or transferred are no less favorable than the workers conditions of employment, including:

- Any service related conditions; and
- Any conditions relating to redundancy; and
- Any conditions relating to Superannuation - under the employment being terminated; and
- The offer of employment by the person acquiring the business being sold or transferred is an offer to employ the worker in that business or that part of that business either -
- In the same or similar capacity as that in which the worker was employed by his or her Employer; or
- In a capacity that the worker is willing to accept.

30.15 Employee Protection Provision

- 30.15.1 The purpose of this provision is to provide protection to affected employees for their employment in circumstances where the Employer's business is restructured and the whole or part of it is sold, transferred or contracted out to an acquiring Employer. In such an event:

- 30.15.1.1 The current Employer shall follow a good faith process when negotiating with any acquiring Employer about the restructuring of the business to the extent that it relates to affected employees. The current Employer shall:
- Discuss with an acquiring Employer as to employment opportunities for existing employees.
 - Provide relevant information to the acquiring Employer.
 - Where appropriate, and subject to commercial sensitivity and all matters of confidentiality, discuss the proposal with the affected employees and their representative(s).
- 30.15.2 The matters relating to the affected employees' employment, that Employer shall negotiate with the acquiring Employer, include the affected employees' terms and conditions of employment.
- 30.15.3 The Employer shall use its best endeavours to see that the employee is transferred, where practicable, on substantially the same employment terms and conditions as exist at the date of change from Employer to the acquiring Employer; and
- 30.15.4 Should the employee be offered continued employment with the acquiring Employer on substantially similar terms and conditions in the same geographical area, then the employee shall not be entitled to any redundancy compensation. Should the employee choose not to transfer to the purchasing Employer, then the employee shall not be entitled to any redundancy compensation but Employer shall consider and consult with the employee regarding possible redeployment.

31.0 TECHNOLOGY

- 31.1 When the Employer is considering the introduction of new technology, the employees likely to be affected shall be advised.
- 31.2 When an Employer has decided to introduce new technology, the Employer shall consult fully with the employees affected and with the Union.
- 31.3 When the introduction of such technology shall result in redundancies, the Employer shall notify the Union to enable discussions on redundancy to take place.

32.0 PERSONAL GRIEVANCE PROCEDURE

- 32.1 A personal grievance means a grievance that the employee has against the Employer because of a claim that:
- 32.1.1 the employee has been unjustifiably dismissed, or
 - 32.1.2 the employee has been disadvantaged by some unjustifiable action by the Employer; or
 - 32.1.3 the employee has been discriminated against; or
 - 32.1.4 the employee has been sexually harassed; or
 - 32.1.5 the employee has been racially harassed; or
 - 32.1.6 the employee has been subject to duress in relation to membership or non-membership of a Union.
- 32.2 For the purposes of this clause a "representative" in relation to an Employer and in relation to an alleged personal grievance, means a person who is employed by the Employer; and either:
- has authority over the employee alleging the grievance; or
 - is in a position of authority over other employees in the workplace of the employee alleging the grievance.

32.3 Discrimination

32.3.1 An employee is discriminated against if the employee's Employer or a representative of that Employer, by reason of any of the prohibited grounds of discrimination set out in section 21 of the Human Rights Act 1993 or by reason of that employee's involvement in the activities of a Union either:

32.3.1.1 refuses or omits to offer or afford to that employee the same terms of employment, conditions of work, fringe benefits, or opportunities for training, promotion, and transfer as are made available for other employees of the same or substantially similar qualifications, experience, or skills employed in the same or substantially similar circumstances; or

32.3.1.2 dismisses that employee or subjects that employee to any detriment, in circumstances in which other employees employed by that Employer on work of that description are not or would not be dismissed or subjected to such detriment; or

32.3.1.3 retires that employee, or requires or causes that employee to retire or resign

32.4 Sexual Harassment

32.4.1 An employee is sexually harassed if that employee's Employer or a representative of that Employer or another employee or a client or customer of the Employer:

32.4.1.1 directly or indirectly makes a request of that employee for sexual intercourse, sexual contact or other form of sexual activity which contains:

- an implied or overt promise of preferential treatment in that employee's employment; or
- an implied or overt threat of detrimental treatment in that employee's employment, or
- an implied or overt threat about the present or future employment status of that employee, or

32.4.1.2 directly or indirectly subjects the employee to behaviour that is unwelcome or offensive to that employee (whether or not that is conveyed to the Employer or representative) and that, either by its nature or through repetition, has a detrimental effect on that employee's employment, job performance, or job satisfaction by:

- the use of language (whether written or spoken) of a sexual nature; or
- the use of visual material of a sexual nature; or
- physical behaviour of a sexual nature.

32.5 Racial Harassment

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

32.5.1.1 expresses hostility against or brings into contempt or ridicule the employee on the ground of the race, colour, or ethnic or national origins of the employee; and

32.5.1.2 is hurtful or offensive to the employee (whether or not it is conveyed to the Employer or representative); and

32.5.1.3 has, by its significant nature or repetition, a detrimental effect on the employee.

32.6 Duress

32.6.1 An employee is subject to duress in relation to membership or non-membership of a Union if that employee's Employer or a representative of that Employer directly:

32.6.1.1 makes membership of a Union or of a particular Union a condition to be fulfilled if that employee wishes to retain that employee's employment; or

32.6.1.2 makes non-membership of a Union or of a particular Union a condition to be fulfilled if that employee wishes to retain that employee's employment; or

32.6.1.3 exerts undue influence on that employee, or offers, or threatens to withhold, or does withhold, any incentive or advantage to or from that employee, or threatens to or does impose any disadvantage on that employee, with intent to induce that employee to:

- not become a member of a Union or a particular Union; or
- cease to be a member of a Union or a particular Union; or
- not to participate in the formation of a Union; or
- become or remain a member of a Union or a particular Union; or
- to participate in the formation of a Union.

32.6.1.4 does not act on behalf of the employee or ceases to act on behalf of the employee in the case of an employee who is authorised to act on behalf of employees; or

32.6.1.5 induces that employee on account of the fact that the employee is or, as the case may be, is not, a member of a Union or of a particular Union, to resign from or leave employment.

32.7 Resolution and the Submitting of a Personal Grievance

32.7.1 When an employment relationship problem arises the employee shall have the right to raise the problem with the Employer. An employee may have a support person present at any meeting.

Note: The employee is advised to seek advice from the Employer or Union if any employment problem arises and they are unsure of what to do.

32.7.2 Every employee who wishes to submit a personal grievance must submit the grievance to his or her Employer within the period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the later, unless the Employer consents to the personal grievance being submitted after the expiration of that period.

32.7.3 For the purpose of determining the date on which the Employer was notified of a personal grievance, the grievance is considered to have been submitted to an Employer as soon as the employee has made the Employer aware {or as soon as the Employer ought reasonably to be aware) that the employee alleges a personal grievance that the employee wants the Employer to address.

32.7.4 If the Employer does not resolve the issue to the satisfaction of the employee, the employee may apply to the Union to help resolve the issue which may include use of the Ministry of Business, Innovation and Employment.

32.7.5 When the Employer does not consent to the personal grievance being submitted after the expiration of the 90 day period the employee may apply to the Employment Relations Authority for leave to submit the personal grievance after the expiration of the period.

- 32.7.6 On an application to the Employment Relations Authority, after giving the Employer an opportunity to be heard, it may grant leave accordingly, subject to such conditions (if any) as it thinks fit, if the Authority is satisfied the delay in submitting the personal grievance was occasioned by exceptional circumstances and considers it is just to do so.
- 32.7.7 In any case, when the Employment Relations Authority grants leave the Authority must direct the Employer and employee to use the Ministry of Business, Innovation and Employment to seek to mutually resolve the grievance.

33.0 UNION RIGHTS

34.1 Union Meetings

- 33.1.1 Subject to the sub-clauses of this sub-section, the Employer shall allow every Union member employed by the Employer to attend, on ordinary pay, at least two Union 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).
- 33.1.2 The Union shall give the Employer at least 14 days' notice of the date and time of any Union meeting to which sub-clause 33.3.1 of this section is to apply.
- 33.1.3 The Union shall make such arrangements with the Employer as may be necessary to ensure that the Employer's business is maintained during any Union meeting, including, where appropriate, an arrangement for sufficient Union members to remain available during the meeting to enable the Employer's operation to continue,
- 33.1.4 Work shall resume as soon as practicable after the meeting, but the Employer shall not be obliged to pay any Union member for a period greater than two hours in respect of any meeting.
- 33.1.5 Only Union members who actually attend a Union meeting shall be entitled to pay in respect of that meeting and to that end the Union shall supply the Employer with a list of members who attended and shall advise the Employer of the time the meeting finished.

33.2 Employment Relations Education Leave

The Employer shall provide stand alone Employment Relations Education leave for employees based on entitlements and procedures outlined by Part 7 of the Employment Relations Act 2000. EREL shall continue as an entitlement irrespective whether the above legislation is repealed or detrimentally amended.

33.3 Health and Safety Representative Education

Any union member covered by this agreement who is elected as a health and safety representative shall be entitled to attend at least two days health and safety training each year. The health and safety representative may attend one two day or two one day health and safety training courses.

The health and safety representative is entitled to choose which training he or she attends.

The employer shall be provided with at least 14 days notice of the health and safety representative's intention to attend health and safety training.

The health and safety representative shall be entitled to be paid his or her relevant daily pay for any time off work for the purposes of attending the health and safety training.

For the purposes of this agreement health and safety training is not limited to approved training courses under s19G of the Health and Safety in Employment Act 1992. Health and safety training is not employment related education leave.

34.0 INDEMNITY

34.1 The Employer agrees to indemnify employees for actions brought against them in respect of any act or omission during the course of their employment when an employee acted in good faith and not improperly in the course of their employment. The Employer will provide the Employee with any legal assistance required in defending such an action. If the Employer considers there is any conflict between the interests of an employee and the Employer then the Employer will arrange and pay for separate legal assistance for the employee.

35.0 KIWISAVER SUPERANNUATION

35.1 The Employer will support employees in their participation in a KiwiSaver scheme of the employee's choice.

35.2 Unless an employee is already receiving an employer contribution to a super scheme, where 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 that will match dollar for dollar employee contributions to the employees KiwiSaver scheme to a maximum of 2% of the employee's total gross earning.

35.3 The Employer's contribution will be fully vested into the employees KiwiSaver account immediately.

36.0 TERM OF AGREEMENT

This Agreement shall be deemed to come into force on 1 January 2019 and shall continue in force until 31 December 2021.

This Agreement is agreed between the parties and the signatories confirm that they have the authority to sign this Agreement on behalf of the appropriate party.

For: WEST COAST DISTRICT HEALTH BOARD

.....
David Meates,
CEO
Westcoast DHB

For: APEX

.....
Dr Deborah Powell
National Secretary
APEX

Dated on this day of 2019