



APEX
MARLBOROUGH PRIMARY HEALTH
SPRINGLANDS HEALTH
CIVIC FAMILY HEALTHCARE
WAIRAU COMMUNITY CLINIC
PICTON MEDICAL CENTRE

CLINICAL PHARMACIST COLLECTIVE AGREEMENT

30 AUGUST 2023 – 30 AUGUST 2024

If you have any issues with this employment agreement including:

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

Contact your delegate or APEX

Phone	(09) 526 0280
Fax	(09) 579 6213
Email	pharmacy@apex.org.nz ask@apex.org.nz
Website	www.apex.org.nz



&

Marlborough Primary Health

Springlands Health

Civic Family Healthcare

Wairau Community Clinic

Picton Medical Centre

CLINICAL PHARMACISTS

COLLECTIVE EMPLOYMENT AGREEMENT

30 August 2023 – 30 August 2024

Contents

PART 1:	AGREEMENT FORMALITIES	4
1.1	PARTIES	4
1.2	VARIATION OF AGREEMENT	4
1.3	COMPLETENESS/SAVINGS	4
1.4	TEMPORARY EMPLOYMENT AGREEMENTS	4
1.5	TERM OF AGREEMENT	4
1.6	HEALTH AND SAFETY	4
PART 2:	REMUNERATION & GRADINGS	5
2.1	DEFINITIONS	5
2.2	POSITION DEFINITIONS	5
2.3	SALARY SCALES	6
PART 3:	HOURS OF WORK AND RELATED PROVISIONS	7
3.1	MONDAY TO FRIDAY WORKERS	7
3.2	VARIATION TO HOURS OF WORK REQUIREMENTS	7
3.3	MEAL PERIODS AND REST BREAKS	8
PART 4:	LEAVE AND HOLIDAYS	8
4.1	HEALTH AND WELLNESS	8
4.2	ANNUAL LEAVE	8
4.3	PUBLIC HOLIDAYS	8
4.4	SICK LEAVE	9
4.5	PARENTAL LEAVE AND REAPPOINTMENT AFTER CHILDCARE	10
4.6	JURY SERVICE LEAVE	11
4.7	BEREAVEMENT/ TANGIHANGA LEAVE	11
PART 5:	PROFESSIONAL DEVELOPMENT	12
5.1	REFUND OF ANNUAL PRACTISING CERTIFICATE/PROFESSIONAL MEMBERSHIP FEES	12
5.2	TRAINING	12
5.3	STUDY LEAVE/ EDUCATION LEAVE AND EXPENSES	12
PART 6:	ENDING EMPLOYMENT	12
6.1	NOTICE PERIOD	12
6.2	REDUNDANCY	12
PART 7:	MISCELLANEOUS	13
8.1	TRANSPORT	13
PART 8:	UNION RECOGNITION	13
8.1	WORKPLACE MEETINGS	14
9.2	UNION REPRESENTATIVE'S LEAVE	14
PART 9:	SUPERANNUATION	14
PART 10:	EMPLOYMENT RELATIONSHIP PROBLEMS	
10.1	RAISING EMPLOYMENT RELATIONSHIP PROBLEMS	14
10.2	TIME LIMIT ON RAISING A PERSONAL GRIEVANCE	15
10.3	MEDIATION	15
PART 11:	CONSULTATION, COOPERATION AND CHANGE	15
11.1	MANAGEMENT OF CHANGE	15
11.2	EMPLOYEE PROTECTION PROVISION	15
11.3	STAFF SURPLUS	16
11.4	NOTIFICATION	16

11.5	OPTIONS	16
11.6	RECONFIRMATION IN POSITION	16
11.7	ATTRITION	17
11.8	REDEPLOYMENT	17
11.9	LEAVE WITHOUT PAY	
11.10	RETRAINING	17
11.11	SEVERANCE	17
11.12	JOB SEARCH	18
11.13	COUNSELLING	18
PART 12:	SIGNING OF AGREEMENT	18

PART 1: AGREEMENT FORMALITIES

1.1 PARTIES

The parties to this agreement will be:

- Marlborough Primary Health Organisation (hereinafter referred to as the Employer); and
- Springlands Health (hereinafter referred to as the Employer); and
- Civic Family Healthcare (hereinafter referred to as the Employer); and
- Wairau Community Clinic ((hereinafter referred to as the Employer); and
- Picton Medical Centre (hereinafter referred to as the Employer); and
- The Association of Professional and Executive Employees (hereinafter referred to as the “union” or APEX).

1.1.1 APPLICATION OF AGREEMENT

This Agreement shall apply to all members of APEX who are employed by the employer and its successors in the following positions:

Registered Pharmacists employed as Clinical Pharmacists and any employee employed as the aforementioned but who from time to time may use different titles.

1.2 VARIATION OF AGREEMENT

The provisions contained in this Agreement shall apply to all employees except where an individual or group of employees agree with the Employer to alternate arrangements which are recorded in writing and signed by the parties to this Agreement following the normal ratification process.

1.3 COMPLETENESS/SAVINGS

This Agreement supersedes all terms and conditions in previous agreements.

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

1.4 TEMPORARY EMPLOYMENT AGREEMENTS

Temporary Employment Agreements should only be used to cover specific situations of a temporary nature, e.g. to fill a position where the incumbent is on study or maternity leave or where there is a task of a finite duration.

Temporary Employment Agreements, while justified in some cases to cover situations of a finite nature, must not be used to deny staff security of employment in traditional career fields.

1.5 TERM OF AGREEMENT

This Agreement comes into force on from date of signing for the term of one year.

1.6 HEALTH AND SAFETY

Together we are committed to doing all that is reasonably practicable to provide a workplace free from risk of serious harm for employees, and anyone else affected by our activities. To achieve this,

our workplace policies, procedures, practice, and environments are designed with safety and wellbeing in mind.

PART 2: REMUNERATION & GRADINGS

2.1 DEFINITIONS

‘Part time employee’ means an employee, other than a casual employee, who works on a regular basis but less than the ordinary or normal hours prescribed in this Agreement. Part time means a worker who works less than 40 hours per week.

Where the Employer employs a worker on a part time basis it shall pay such worker pro rata the appropriate scale of salary.

‘Substantially’ means engaged in a particular job for more than 50 per cent of the duration of the week.

‘Casual employee’ means an employee who has no set hours or days of work and who is normally asked to work as and when required.

‘Normal Hourly Rate’ - the normal hourly rate shall be one two thousand and eighty sixth part, correct to three decimal places of a dollar, of the yearly rate of salary payable.

2.2 POSITION DEFINITIONS

The following position definitions shall apply:

A ‘Clinical Pharmacist’ is a pharmacist who is registered in terms of the Health Practitioners Competence Assurance (HPCA) Act 2003 with the Pharmacy Council of New Zealand and is employed in a clinical pharmacy facilitator role with the employer.

2.3 SALARY SCALES

Pharmacist Salary Scale

Step	30.8.23
14	\$118,982
13	\$115,270
12	\$112,807
11	\$108,457
10	\$104,108
9	\$99,420
8	\$94,266
7	\$90,534
6	\$87,999
5	\$85,992
4	\$83,030
3	\$80,778
2	\$77,705
1	\$73,037

Appointment or progression shall be dependent on job content, skills shortage, responsibilities of the position and the employee's level of performance and experience. Progression shall recognise that clinical skill, knowledge, and responsibility, as well as managerial and leadership responsibilities shall be rewarded.

Implementation note: Employees at ratification will receive a 7% increase on their current salary.

PART 3: HOURS OF WORK AND RELATED PROVISIONS

3.1 MONDAY TO FRIDAY WORKERS

- (a) The ordinary weekly hours of work for employees employed on a full time basis shall be 40 hours per week between the hours of 0800 to 1800 Monday to Friday. This would normally consist of five eight-hour duties. Where parties agree to alternative arrangements, such agreements shall be in writing.
- (b) Your salary will be payable in arrears, by equal fortnightly instalments.
- (c) Payment will be by direct credit to your nominated bank account.

3.2 VARIATION TO HOURS OF WORK REQUIREMENTS

Occasional Variations

Occasional variations to the times of day and/or days of week to meet service requirements shall be by agreement between the employer and the directly affected employee(s).

3.3 MEAL PERIODS AND REST BREAKS

You are entitled to paid rest breaks and unpaid meal breaks based on the number of hours worked. Rest breaks are 10 minutes and meal breaks are 30 minutes. Breaks will be taken at times agreed to by you and your manager or when the law says breaks must be taken.

PART 4: LEAVE AND HOLIDAYS

4.1 HEALTH AND WELLNESS

The employer wishes to provide a healthy family-friendly workplace and develop a relationship with staff that is holistic. This is a dynamic and developing relationship that will be the subject of ongoing discussion during this agreement.

Time off for rest, sport, recreation, family/whanau, involvement in community/iwi groups, etc is vital for minimising stress, which enhances work performance. Taking annual leave is important and the team leader needs to ensure that employees are able to, and encouraged to take leave owing, and to ensure that the workloads are creatively and effectively managed while employees are on leave.

4.2 ANNUAL LEAVE

4.2.1. The following provision shall apply for annual leave:

- (a) Employees, other than casuals, shall be entitled to 4 weeks annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause, except that on completion of five years recognised service the employee shall then be entitled to 5 weeks annual leave per annum.
- (b)
- (c) Conditions
 - (i) The term 'leave year' means the year ending with the anniversary date of the employee's appointment.
 - (ii) For the purpose of this clause, the service of an employee shall be deemed to comprise all periods of employment with this Employer and its predecessors.
 - (iii) The Employer may permit an employee to take annual leave in one or more periods.
 - (iv) The Employer may permit all or part of the annual leave accruing in respect of a leave year to be postponed to the next following year, but the annual leave entitlement at any one time shall not exceed the total of annual leave accruing in respect of two leave years.

4.3 PUBLIC HOLIDAYS

For all employees, the following conditions shall apply for the Public holidays:

- (a) The following days shall be observed as public holidays:

New Year's Day
2 January
Waitangi Day

Good Friday
Easter Monday
ANZAC Day
Matariki
Sovereign's Birthday
Labour Day
Christmas Day
Boxing Day
Anniversary Day (as observed in the locality concerned)

4.4 SICK LEAVE

4.4.1 Entitlement

Employees are entitled to at least ten days sick leave per year following 6 months of continuous employment with the organisation. For each 12-month period after meeting the above, each employee gets an additional ten days' sick leave. Unused sick leave is automatically carried over to a maximum of 20 days leave. Accumulated sick leave cannot be exchanged for cash.

If you are sick, and have no sick leave entitlement available, you may request to take unpaid leave or annual leave.

How to apply

Employees should inform their manager as soon as possible of the intention to take sick leave, preferably before they are due to start work for each day of sick leave. You can then fill out sick leave IMS-Online and ensure its processed.

The Organisation may request a medical certificate after three or more consecutive days of sick leave taken by the Employee, which will be at the Employee's expense. The Organisation reserves the right to request a medical certificate within three consecutive days, but the Organisation will reimburse the Employee for this expense. (If an employee takes sick leave on Thursday and Friday and then on the next Monday, this is considered 3 consecutive days sick leave).

Applications for scheduled sick leave (e.g., for elective procedures etc.) must be submitted to your manager in advance and supported by the relevant details (please use IMS-Online.)

4.4.2 Discretionary Leave

- (a) Where an employee is suffering from a minor illness, which could have a detrimental effect on patients in an Employer's care, the Employer may, at its discretion either:
 - (i) Place the employee on suitable alternative duties; or
 - (ii) Direct the employee to take leave on full pay for not more than eight days in any one year, in addition to the normal entitlement to sick leave.
- (b) In special cases, the Employer may allow an employee to anticipate sick leave becoming due on completion of a further period of service.

4.4.3 Sickness at Home

- (a) 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.

- (b) The production of a medical certificate or other evidence of illness may be required.

4.4.4 Sick Leave in Relation to Annual Leave

- (a) When sickness occurs during annual leave the Employer shall permit the period of sickness to be debited against sick leave entitlement —A medical certificate may be required, showing the nature and duration of the illness.

+

4.5 PARENTAL LEAVE AND REAPPOINTMENT AFTER CHILDCARE

4.5.2 Entitlement and Eligibility

Provided that the employee assumes or intends to assume the care of the child born to or adopted by them or their partner, the entitlement to parental leave is:

- (a) In respect of every child born to them or to their partner.
- (b) In respect of every child up to and including five years of age, adopted by them or their partner.
- (c) Where two or more children are born or adopted at the same time, for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.
- (d)
 - (i) Parental leave of up to 12 months is to be granted to employees with at least one year's service at the time of commencing leave.
 - (ii) 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.

- (iii) 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 only one or both partners are employed by the Employer.
- (e) In cases of adoption of children of less than five years of age, parental leave shall be granted in terms of (c) and (d) above, immediately following advice the employee shall provide the Employer with adequate notice of the intention to adopt and the likely timeframe.
- (f) Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner certifying the expected date of delivery. The provision may be waived in the case of adoption.
- (g) 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.

- (h) The Employer will pay all outstanding leave to an employee immediately prior to going on parental leave. An employee may request the holding back of the following annual leave:
- For up to and including 12 months parental leave - Up to 2 weeks annual leave;
 - For over 12 months parental leave - up to 1 week annual leave.

For more information about your entitlements please refer to www.employment.govt.nz which outlines these.

4.6 JURY SERVICE LEAVE

For all employees the following provision shall apply for jury service leave:

- (a) Employees called on 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.
- (b) An Employee called on for jury 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).
- (c) 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.
- (d) Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable.

4.7 BEREAVEMENT/TANGIHANGA LEAVE

- 4.7.1 The Employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of 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 and will be exercised in accordance with the Holidays Act 2003.
- 4.7.2 If bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of 4.7.1 above. This provision will not apply if the employee is on leave without pay.

4.7.3 In granting time off therefore, and for how long, the Employer must administer these provisions in a culturally sensitive manner.

PART 5: PROFESSIONAL DEVELOPMENT

5.1 REFUND OF ANNUAL PRACTISING CERTIFICATE/PROFESSIONAL MEMBERSHIP FEES

- (a) Where it is a statutory requirement for an employee to hold an annual practising certificate (APC) in order to practice that profession with the Employer the cost of the APC shall be refunded to the employee.
- (b) The employer shall reimburse 80% of the annual cost of membership of an agreed relevant professional association. If the employee works for more than one employer, they shall be reimbursed 50% of the cost of annual membership.

5.2 TRAINING

The employer shall provide all actual and reasonable costs for qualifications, training courses as required and agreed to by the employer.

- (a) The employer shall reimburse costs upon production of receipts.
- (b) Attendance at such training is 'work' and time so spent shall be paid.
(An example is the Pharmacist Prescribing qualification)

5.3 STUDY LEAVE / EDUCATION LEAVE AND EXPENSE

- a. The employer is committed to continuing education and the ongoing professional development of its employees.
- b. The employer will provide 3 days' study leave per year for employees to complete continuing education.

The employer will reimburse \$2000 per annum for the costs prorata of continuing education not included in clause 5.2, and all reasonable costs associated with this training.

5.5 Indemnity Insurance

The employer will fully reimburse the cost of personal professional indemnity insurance for the employee annually.

PART 6 : ENDING EMPLOYMENT

6.1 NOTICE PERIOD

- (a) Not less than 8 weeks' notice shall be given by either the employee or employer to terminate employment.
- (b) Where the required notice is not given, the party terminating the service shall pay or forfeit a sum equivalent to the wages for the unexpired period of notice.

6.2 Redundancy

Redundancy is a situation where your position of employment is or will become surplus to the needs and/or requirements of the Employer.

In the event we consider that your position of employment is to be made redundant we will discuss with you the reasons for the proposed redundancy and explore any possible alternative job options with us. Where an alternative job option is offered, and it is an offer of a substantially similar position to your current position, and you choose to decline such an offer, you will be made redundant but will not be entitled to any redundancy compensation.

In the event that your employment is redundant by reason of the sale, outsourcing, merger or transfer of any part of the Employer's business or operations, and an offer is made to you to transfer to the new employer on terms of employment which are, in general, no less favorable than or substantially similar to your terms of employment at that time that offer is made, you will be made redundant but will not be entitled to receive any redundancy compensation.

In the event that your employment is terminated on the basis of redundancy, you shall be entitled to notice of termination of employment as specified on page 2 of this agreement but shall not be entitled to any additional payment, whether by way of redundancy compensation or otherwise.

For the purposes of this redundancy clause "no less favorable" or "substantially similar position (or terms of employment)" shall mean a position:

- (i) involving responsibilities, skills, and competencies broadly comparable to those exercised or encompassed in the previous position; and
- (ii) attracting comparable remuneration to the previous position; and
- (iii) in the same location as your previous location or at another location within reasonable commuting distance of your place of residence.

PART 7: MISCELLANEOUS

7.1 TRANSPORT

When an employee is required to use their own vehicle to travel in connection with their employment, they shall be reimbursed in accordance with IRD rates.

PART 8: UNION RECOGNITION

8.1 WORKPLACE MEETINGS

At the request of the Union, union members will be permitted to attend, on pay at ordinary rates, two Union meetings of two hours duration each annually. The Union will give The employer at least 14 days' notice of the date and time of these meetings and will make such arrangements as are necessary to ensure services are maintained during these times. Employees will be required to resume work as soon as possible after the meeting.

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.

8.2 UNION REPRESENTATIVE'S LEAVE

The employer will grant up to 2 days paid union representative education leave each leave year to union representatives covered by this Agreement. The Union will provide 14 days' notice to the employer.

PART 9: SUPERANNUATION

KiwiSaver is a voluntary, work-based savings initiative to help New Zealanders with their long-term saving for retirement. More information about KiwiSaver, including what employers and employees need to do to start a savings scheme is available from <http://www.kiwisaver.govt.nz>.

You will be automatically enrolled in KiwiSaver provided you are eligible and are aged from 18 to 64 years when you start employment with us.

When an employee is enrolled into a KiwiSaver scheme the Employee's KiwiSaver contribution will be deducted from their pay. The Employer will also make employer contributions to the Employee's KiwiSaver scheme. An existing employee who is eligible for KiwiSaver has the option of joining a KiwiSaver scheme. If an existing employee decides to join KiwiSaver, they will not be able to opt out.

The Employee should inform the Employer if they are already a member of KiwiSaver.

Employees will contribute a minimum of 3%, 4%, 6%, 8% or 10% of employees' gross salary or wage. Employers are expected to contribute a minimum of 3% of the gross salary or wage. The Employee contribution will be deducted from the Employee's pay.

PART 10: EMPLOMENT RELATIONSHIP PROBLEMS

10.1 RAISING EMPLOYMENT RELATIONSHIP PROBLEMS

An employment relationship problem should be raised and discussed with employee's supervisor or manager as soon as possible.

The employee is entitled to seek advice and assistance from his/her union representative/delegate in raising and discussing the problem.

The employee, employer and relevant Union will endeavour in good faith to resolve the problem without the need for further intervention.

If the employee and/or representative wish to raise the employment relationship problem with the Employer in writing or the matter is not resolved when the employee raises the problem with the Employer, the employee should submit to the Employer written notice of the personal grievance, dispute or problem covering the following points:

- (a) Details of his/her grievance, dispute or problem; and
- (b) Why he/she feels aggrieved;
- (c) What solution he/she seeks to resolve the grievance, dispute or problem.

10.2 TIME LIMIT ON RAISING A PERSONAL GRIEVANCE

An employee who believes he/she has personal grievance must make the Employer aware of the grievance within 90 days of the grievance arising (or of the employee becoming aware that he/she has a grievance).

10.3 MEDIATION

If the problem is not resolved by discussion, any party may (without undue delay) seek the assistance of the mediation services provided by the Department of Labour. All parties must co-operate in good faith with the Mediator in a further effort to resolve the problem.

Mediation is confidential and, if it does not resolve the problem, is without prejudice to the parties positions.

Any settlement of the problem signed by the Mediator will be final and binding.

PART 11: CONSULTATION, COOPERATION AND CHANGE

11.1 MANAGEMENT OF CHANGE

Regular consultation between the Employer and the Union is desirable on matters of mutual concern and interest.

The aim of mechanisms established for this purpose will be to reach agreement and to make recommendations to the Employer, who will endeavour to take the views of those groups into account as far as possible before making final decisions.

In accordance with the principles contained above, the Employer agrees that the Union will be advised of any review (prior to commencement) which may result in significant changes to either the structure, staffing or work practices affecting employees, and will provide the Union with an opportunity to be involved in the review. When the implementation of decisions arising from any such reviews will result in staff surpluses the procedures below shall be adopted.

11.2 EMPLOYEE PROTECTION PROVISION

If we enter into negotiations for the transfer of all or part of our business (including an agreement to sell, transfer or contract out part of our business) and if that transfer would result in your position being made redundant, we will, where reasonably practicable, request that the person acquiring the business employ you on the same or similar conditions, and agree to treat your employment as continuous.

Where possible, you will be consulted about any proposed transfer prior to any final decision being made. If the person acquiring the business wishes to employ you, we will do our best to ensure that the offer and the details of the transfer process are communicated to you within a reasonable timeframe. If the person acquiring the business does not wish to employ you, or if you do not wish to

accept an offer from that person, we will meet with you, also within a reasonable timeframe, to discuss your entitlements and options under this agreement.

11.3 STAFF SURPLUS

When as a result of the restructuring of the whole, or any parts, of the Employer's operations, either due to the reorganisation, review of work method, change in plant (or like cause), and at the conclusion of the processes, the Employer requires a reduction in the number of employees, or employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options below shall be invoked and negotiated on a case by case basis between the Union and the Employer.

11.4 NOTIFICATION

- (a) The Employer will advise the Union at least one month prior to the date that notice is required to be given to the employee whose position is required to be discharged. This date may be varied by agreement between the parties.

During this period, the Union and the Employer will meet to reach agreement on the options appropriate to the circumstances. Where 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 between the Union and the Employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

- (b) The following information shall be made available to the Union:

- (i) The location/s of proposed surplus;
- (ii) The total number of proposed surplus employees;
- (iii) The date by which the surplus needs to be discharged;
- (iv) The positions, grading, names and ages of the affected employees;
- (v) Availability of alternative positions in the organisation.

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

11.5 OPTIONS

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

- (a) Reconfirmed in position;
- (b) Attrition;
- (c) Redeployment;
- (d) Leave without pay;
- (e) Enhanced early retirement;
- (f) Retraining;

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance.

11.6 RECONFIRMATION IN POSITION

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

11.7 ATTRITION

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

11.8 REDEPLOYMENT

- 1.2 In the event we consider that your position of employment is to be made redundant we will discuss with you the reasons for the proposed redundancy and explore any possible alternative job options with us. Where an alternative job option is offered, and it is an offer of a substantially similar position to your current position, and you choose to decline such an offer, you will be made redundant but will not be entitled to any redundancy compensation.
 - 1.3 In the event that your employment is redundant by reason of the sale, outsourcing, merger or transfer of any part of the Employer's business or operations, and an offer is made to you to transfer to the new employer on terms of employment which are, in general, no less favourable than or substantially similar to your terms of employment at that time that offer is made, you will be made redundant but will not be entitled to receive any redundancy compensation.
- (d) The redeployment may involve employees undertaking some on-the-job training.

11.10 RETRAINING

- (a) Where a skill shortage is identified, the Employer may offer a surplus employee retraining to meet that skill shortage with financial assistance up to the maintenance of full salary plus appropriate training expenses.

It may not be practical to offer retraining to some employees identified as surplus. The Employer needs to make decisions on the basis of cost, the availability of appropriate training schemes, and the suitability of individuals for retraining.

- (b) 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 in-service education.

Where an employee is deployed to a new occupation or a dissimilar position the Employer should consider such forms of retraining as in-service education, block courses or night courses at a technical institute, nursing bridging programmes, etc.

11.11 SEVERANCE

- 1.1 In the event that your employment is terminated on the basis of redundancy, you shall be entitled to notice of termination of employment of this agreement but shall not be entitled to any additional payment, whether by way of redundancy compensation or otherwise.

11.12 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. This is subject to the Employer being notified of the time and location of the interview before the employee is released to attend it.

11.13 COUNSELLING

Counselling for affected employees will be made available as necessary

PART 12: SIGNING OF AGREEMENT

**DR DEBORAH POWELL
NATIONAL SECRETARY APEX**

Date

**CHIEF EXECUTIVE OFFICER
MARLBOROUGH PHO**

Date

**AUTHORISED SIGNATORY
SPRINGLANDS HEALTH**

Date

**AUTHORISED SIGNATORY
CIVIC FAMILY HEALTHCARE**

Date

**AUTHORISED SIGNATORY
WAIRAU COMMUNITY CLINIC**

Date

**AUTHORISED SIGNATORY
PICTON MEDICAL CENTRE**

Date

What “else” does APEX do?

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

And much more. For further information check out our website

www.apex.org.nz or [join us on Facebook](#).



ALLIED SCIENTIFIC AND TECHNICAL

PO BOX 11369
ELLERSLIE
AUCKLAND 1542

Phone: (09) 526 0280
Email: pharmacy@apex.org.nz
Facebook: [facebook.com/APEXUNION](https://www.facebook.com/APEXUNION)
Website: www.apex.org.nz