



**Te Whatu Ora**  
Health New Zealand

# PHARMACY WORKERS



**COLLECTIVE EMPLOYMENT AGREEMENT**  
**1 DECEMBER 2023 – 30 NOVEMBER 2025**

## What “else” does APEX do?

- We negotiate Pharmacy Workers’ **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](http://www.apex.org.nz) or [join us on Facebook](#).



And

**Te Whatu Ora**  
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PHARMACY

COLLECTIVE EMPLOYMENT AGREEMENT

1 December 2023 – 30 November 2025

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## 1 AGREEMENT FORMALITIES

Parties:

In accordance with the Employment Relations Act 2000 this collective agreement is made between:  
Health New Zealand – Te Whatu Ora hereinafter referred to as the employer  
and

Association of Professional and Executive Employees – hereinafter referred to as the Union or APEX

## 2 COVERAGE

2.1 All employees employed as a registered Pharmacist, Pharmacy Intern, Pharmacy Technician, Trainee Pharmacy Technician or Pharmacy Assistant, and any employee substantially employed as a registered Pharmacist, Pharmacy Intern, Pharmacy Technician, Trainee Pharmacy Technician or Pharmacy Assistant but who may from time to time use different titles. Employees covered are employed by Te Whatu Ora – Health New Zealand at the following districts: Bay of Plenty, Canterbury, Hawke’s Bay, Nelson/Marlborough, Northland, Southern, Waikato, South Canterbury, Tairāwhiti and West Coast.

2.2 Additional Districts

Additional Districts may be added to the coverage of this Collective Agreement by agreement between the parties.

## 3 EXISTING EMPLOYEES

3.1 Existing employees who are covered by the Coverage Clause of this agreement may become Union members at any time. Employees shall, from the date of advising the employer that they are an APEX member, be bound by all benefits and obligations relating to employees under this agreement subject to meeting the requirements of the Employment Relations Act 2000 regarding when a collective agreement will apply to an employee who was/is a member of another union.

## 4 NEW EMPLOYEES

4.1 New Employees who are members of APEX and whose position is covered by this collective agreement shall be bound by this Agreement.

4.2 Any new employee to whom this collective applies by virtue of the operation of this sub-clause shall be deemed covered by this agreement.

## 5 DEFINITIONS

**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 and has no expectation of ongoing employment. Casual agreements shall not be used to deny staff security of employment. The employer reserves the right however, to employ casual employees where necessary to meet the demands of service delivery.

**District:** A **District** in the context of Health New Zealand - Te Whatu Ora means the geographic area and the related worksites of the former District Health Board (clause 12, Schedule 1, Pae Ora (Healthy Futures) Act 2022 refers).

**Duty/shift** means a single, continuous period of work required to be given by an employee, excluding overtime, on-call and call-back. A duty shall be defined by a starting and finishing time. Duties shall be morning (AM), afternoon (PM) duties or night duties. When a major part of a duty

falls on a particular day the whole duty shall be regarded as being worked on that day.

**Emergency circumstance** means a natural disaster, civil emergency or an extraordinary event impacting on service delivery.

**Employee** means any person employed by an employer and whose position is covered by this Agreement.

**Employer** means each of the Districts referenced in the clause 2.1, Coverage

**Fortnight** means the 14 days commencing midnight Sunday/Monday. When the major part of a shift falls on a particular day the whole shift shall be regarded as being worked on that day.

**Full time employee** means an employee who works not less than the ordinary or normal working hours set under the hours of work clause in this Agreement.

**Ordinary hourly rate of pay** for 40 hours per week workers shall be 1/2086, correct to three decimal places of a dollar, of the yearly rate of salary payable.

**Ordinary pay** means the annual salaries provided for in this Agreement. For part time employees, the annual salary shall be pro-rated.

**Part time employee** means an employee, other than a casual employee, employed on a permanent basis but works less than the ordinary or normal hours set out in the hours of work clause. Any wages and benefits will be pro rata according to the hours worked unless specifically stated otherwise in this Agreement.

**Permanent employee** means an employee who is employed for an indefinite term; that is, an employee who is not employed on a fixed term or casual basis.

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

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

**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.

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



**Pharmacy Technician Trainee** means an employee undergoing a recognised course of training.

**Service** means the current continuous service with the employer and its predecessors (District Health Boards, Hospital and Health Services, Crown Health Enterprises, Regional Health Authority, Health Funding Authority, Area Health Board and Hospital Boards), except where otherwise defined in the applicable clause. As of the 1 November 2007, service shall not be deemed to be broken by an absence of less than three months. However, where the employee remains actively engaged on related work to their profession or study whilst absent, the period of three months shall extend to twelve months. This period of absence does not count as service for the purpose of attaining a service-related entitlement.

**Shift work** is defined as the same work performed by two or more employees or two or more successive sets or groups of employees working successive periods. A qualifying shift has a corresponding meaning.

**T1** means the ordinary hourly rate of pay.

**T 1.5** means one and one half the ordinary hourly rate of pay.

**T 2** means double the ordinary hourly rate of pay.

## **6 HOURS OF WORK**

### **6.1 The Week**

The week shall start and end at midnight each Sunday/Monday. When the major part of a duty falls on a particular day, the whole duty shall be regarded as being worked on that day. This provision does not relate to remuneration but only to rostering conventions for days off.

### **6.2 Ordinary Hours of Work**

#### **6.2.1 Unless otherwise specified the ordinary hours of work shall be either:**

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

Eighty (80) hours in each two-week period (14 days), worked as not more than ten (10) duties between 0600 and 2000 hours, Monday to Friday.

Forty (40) hours in each week worked as not more than five (5) duties between 0600 and 2000 hours, Monday to Friday.

#### **6.2.2 The ordinary hours of work for a single duty shall be up to a maximum of eight hours unless otherwise agreed with the employee.**

#### **6.2.3 A duty shall be continuous except for the meal periods and rest breaks provided for in this Agreement.**

- 6.2.4 Except for overtime, no employee shall work more than five (5) consecutive duties before a day(s) off, provided that an alternative arrangement may be implemented by agreement between the employer and a majority (measured in full-time equivalents) of the directly affected employees.
- 6.2.5 Except for overtime, and except where an alternative arrangement is operating, each employee shall have a minimum of four (4) days off during each two (2) week period (14 days). Days off shall be additional to a nine (9) hour break on completion of the previous duty.
- 6.2.6 Employees have the right to seek the advice of the union or have the union act on their behalf. Employees agreeing to any alternative arrangement shall be required to record their agreement in writing.
- 6.3 Hours of Work Requirements
- 6.3.1 The employer shall document the hours of work requirements for each position for which an employee, other than a casual employee, has been engaged or is for the time being fulfilling. The written hours of work requirements shall be provided to the employee.
- 6.3.2 Hours of work requirements shall comply with all of the provisions of clause 6.3 of this Agreement.
- 6.3.3 Hours of work requirements shall reflect actual hours of work and shall be specified in terms of:
- The times of the day for which an employee is required to be available for the ordinary duty hours of work and
  - The days of the week for which an employee is required to be available for the ordinary weekly hours of work, and
  - Any overtime or on-call requirements or opportunities.
- 6.4 Rosters
- 6.4.1 The Health and Safety at Work Act 2015 requires the employer to take all practical steps to prevent harm occurring to employees from the way work is organised.
- 6.4.2 Therefore, in designing and implementing shift rosters to meet service needs, the employer shall ensure the disruption, personal health effects and fatigue associated with shift work are minimised for the group of workers involved. Roster templates and changes to roster templates shall be jointly developed and reviewed by the employer, representatives of affected employees and APEX.
- 6.4.3 Where an employee is required to start and/or finish work at changing times of the day and/or on changing days of the week, then a roster shall be produced.
- 6.4.4 The roster period shall be four (4) weeks (28 days) or greater.
- 6.4.5 Rosters shall be notified to the employees involved at least four (4) weeks (28 days) prior to commencement of the roster period.
- 6.4.6 Single days off shall be avoided as a routine rostering device, and there shall be no more than one single day off for an employee during a four (4) week period. Employees shall be discouraged from requesting single days off.

6.4.7 Notwithstanding the foregoing conditions staff may be permitted to change shifts one with another by mutual arrangement and with the prior approval of the manager. Additional overtime or other penalty provisions shall not apply in these instances, i.e. the swapping of shifts will be a cost neutral exercise.

## 6.5 Variation of Hours of Work Requirements

### 6.5.1 Emergencies

The employer may require variations to hours of work requirements to meet the needs of emergencies.

### 6.5.2 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).

6.5.3 An employee may request a change to their work pattern either for a fixed period, for example (but not limited to) while pregnant, or permanently. This may be supported by advice from a health professional. Arrangements are to be agreed between the line manager and employee. If the advice of the health professional recommends a change to their work pattern, shifts worked or number of hours, this will be taken into consideration by the employer.

## 6.6 Minimum Breaks

- a) A break of at least nine (9) continuous hours must be provided wherever possible between any two qualifying periods of work.
- b) The qualifying periods of work for the purposes of this clause are:
  - (i) A duty, including any overtime worked either as an extension or as a separate duty; or
  - (ii) Call-back where eight (8) hours or more are worked continuously.
- c) If a call-back of less than a continuous eight (8) hour period is worked between two other qualifying periods of work, a break of at least nine (9) continuous hours must be provided either before or after the call-back.
- d) Except, for those employees who are called back between 2300 and 0500 hours, the break must be provided afterwards as specified below, unless otherwise agreed between the employer and the employee:
  - (i) Time spent off duty during ordinary working hours solely to obtain a nine-hour break shall be paid at ordinary time rates. Any absence after the ninth continuous hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.
- e) If a break of at least nine (9) continuous hours cannot be provided between qualifying periods of work, the period of work is to be regarded as continuous until a break of at least nine (9) continuous hours is taken and it shall be paid at the overtime rate, unless alternate arrangements are agreed between the manager and the employee.
- f) Time spent off duty during ordinary hours of work solely to obtain a nine (9) hour break shall be paid at the normal hourly rate of pay. Any absence after the ninth continuous hour of such a break, if it occurs during ordinary hours of work, shall be treated as a normal absence from duty.

## 6.7 Changing Time

Where an employee is required to wear a particular uniform or set of clothing on duty and is not permitted to wear that uniform / clothing other than within the workplace, the employee shall be

allowed a period of 6 minutes, both before the start and end of each duty as changing time.

## **7 MEAL BREAKS AND REST PERIODS**

- 7.1 Except when required for urgent or emergency work and except as provided in below, no employee shall be required to work for more than five hours continuously without being entitled to a meal break of not less than half an hour.
- 7.2 An employee unable to be relieved from the workplace for a meal break (as defined in 7.1) shall be entitled to have a meal while on duty and this period shall be regarded as working time.
- 7.3 Except where provided for in 7.2 above an employee unable to take a meal after five hours shall, from the expiry of five hours until the time when a meal can be taken, be paid T0.5 in addition to the hourly rate that would otherwise be payable.
- 7.4 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, and the equivalent breaks for night duty where these occur during duty, shall be recognised as time worked.
- 7.5 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer. Where it is impractical to supply tea, coffee, milk and sugar free of charge, an allowance of \$1.66 per week in lieu shall be paid. The allowance shall continue during all periods of leave except leave without pay.

## **8 OVERTIME AND PENAL TIME**

- 8.1 Overtime  
Overtime is time worked in excess of:  
Eight hours per day or the rostered duty whichever is greater or  
80 hours per two-week period  
Provided that such work has been properly authorised.
- 8.1.1 Overtime worked on any day (other than a public holiday) from midnight Sunday/Monday to midnight on the following Friday shall be paid at one- and one-half times the normal hourly rate of pay (T1.5) for the first three hours and at double the normal hourly rate of pay (T2) thereafter.
- 8.1.2 Overtime worked from 2200 until the completion of a rostered night duty Sunday to Friday, or from midnight Friday to midnight Sunday/Monday, or on a public holiday shall be calculated at double the ordinary rate (T2).
- 8.1.3 In lieu of payment for overtime, the employer and employee may jointly agree for the employee to take equivalent (i.e. one-hour overtime worked for one-hour ordinary time off) paid time off work at a mutually convenient time.
- 8.2 Penal Rates
- 8.2.1 Penal time is time (other than overtime) worked within ordinary weekly hours if worked on a Saturday or Sunday or public holiday. Subject to clause 8.2.4, penal time shall be paid at the following rates in addition to normal salary.
- 8.2.2 Weekend rate - applies to ordinary time (other than overtime) worked after midnight

Friday/Saturday until midnight Sunday/Monday shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay.

- 8.2.3 Public Holiday rate - applies to those hours which are worked on the public holiday. This shall be paid at time one (T1) in addition to the ordinary hourly rate of pay.
- 8.2.4 Night Rate-will apply to ordinary hours of duty (other than overtime) that fall between 2000hrs and until the completion of a rostered night duty from midnight Sunday/Monday to midnight Friday/Saturday and shall be paid at quarter time (T0.25) in addition to the ordinary hourly rate of pay.
- 8.2.5 Overtime and penal time shall not be paid in respect of the same hours, the higher rate will apply.

## **9 CALL BACKS**

9.1 Call-back occurs when the employee:

- 9.1.1 is called back to work after completing the day's work or duty, and having left the place of employment; or
- 9.1.2 is called back before the normal time of starting work and does not continue working until such normal starting time;

Call-back is to be paid at the appropriate overtime rate (clauses 8.1.2 and 8.1.3) for a minimum of three hours, or for actual working and travelling time, whichever is the greater, except that call-backs commencing and finishing within the minimum period covered by an earlier call-back shall not be paid for. 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.

9.2 Where an employee is called back to duty outside his/her normal hours of work, the employee shall either be provided with transport or they shall be reimbursed with accordance with clause 26.2.

9.3 Calls resolved by telephone

- 9.3.1 Where an employee rostered on call receives a call and is able to resolve the issue or provide the necessary assistance remotely without the need to return to the workplace then the employee will be paid:
  - i. a flat rate \$15.00 for calls of up to 15 minutes inclusive, or
  - ii. their relevant overtime or penal rate under clause 8 for the duration of the call where this is greater than 15 minutes.
- 9.3.2 Where more than one call is received and resolved within the same 15-minute period, the payment in 9.3.1(i). shall only be made once or, where the combined time extends beyond 15 minutes, paid under 9.3.1(ii) as one call.
- 9.3.3 Notwithstanding the above, where superior alternate remote on call payment arrangements are formally in place at the commencement of this Collective Agreement these shall continue to operate on their terms until agreed otherwise by the parties
- 9.3.4 If employees are subjected to nuisance calls whether on call or not on call, these need to be

reported to their manager who shall work with the union to develop local solutions to minimise their occurrence.

## **10 ALLOWANCES**

### **10.1 On-Call**

- 10.1.1 An employee who is instructed to be on call during normal off duty hours, shall be paid an on-call allowance of \$8.00 per hour or part thereof except on Public Holidays when the rate shall be \$10.00.
- 10.1.2 The on-call allowance is payable for all hours the employee is rostered on call including time covering an actual call out.
- 10.1.3 Unless by mutual agreement or in emergencies, no employee shall be required to remain on-call for more than 40% of the employee's off-duty time in any three-weekly period.
- 10.1.4 Employees working seven-day rosters should not be rostered on call on their rostered days off.
- 10.1.5 An employee who is required to be on call shall have access to an appropriate locater or a cell phone.
- 10.1.6 Employees who do not work shift work as defined in clause 12.3 and who are required to participate on on-call rosters, shall be granted 2 hours leave for each weekend day or part thereof where the on-call period is 8 or more hours, they are required to be on-call during normal off duty hours, up to a maximum of 3 days additional leave per annum. Such leave shall be paid at annual leave averages and is accumulative. Employees who work qualifying shifts under sub-clause 12.3 are not entitled to leave under this sub-clause.

### **10.2 Meal Allowance**

- 10.2.1 A shift worker who works a qualifying shift of eight hours or the rostered shift, whichever is the greater, and who is required to work more than one hour beyond the end of the shift (excluding any break for a meal) shall be paid a meal allowance of \$7.95, or, at the option of the employer, be provided with a meal.
- 10.2.2 See schedule B for HB District meal entitlement

### **10.3 Higher Duties Allowance**

- 10.3.1 A higher duties allowance shall be paid to an employee who, at the request of the employer is substantially performing the duties and carrying the responsibilities of a position or grade higher than the employee's own.
- 10.3.2 Except as provided for under clause 10.3.3, the higher duties allowance payable shall be \$3.00 per hour provided a minimum of 8 consecutive hours of qualifying service is worked per day or shift.
- 10.3.3 Where an employee performs the duties of the higher position for more than five consecutive days, the allowance payable shall be the difference between the current salary of the employee

acting in the higher position, and the minimum salary the employee would receive if appointed to that position.

## 11 REMUNERATION

### 11.1 Application to all salary scales

11.1.2 When determining the appropriate placement of new employees on the automatic steps of these scales the employer will take into account the employee's years of experience in the occupation.

11.1.3 The employer may place a new employee on a higher step than determined by their previous experience in the occupation where they consider justified by the degree of difficulty in recruiting for specific skills and/or experience required for the position.

11.1.4 Placement of new employees will be subject to the specified minimum and maximum steps for the specific occupation and take into account the placement of current employees employed in the same role.

### 11.2 Pharmacist Salary Scales

Step	1-Jun-23	4-Dec-23	2-Dec-24
Recognition step 10	\$109,000	\$113,000	\$116,390
Recognition step 9	\$106,000	\$110,000	\$113,300
Additional Progression Step 8	\$103,000	\$107,000	\$110,210
Step 7	\$100,466	\$104,466	\$107,600
Step 6	\$97,741	\$101,741	\$104,794
Step 5	\$93,246	\$97,246	\$100,163
Step 4	\$87,644	\$91,644	\$94,394
Step 3	\$82,045	\$86,045	\$88,627
Step 2	\$76,442	\$80,442	\$82,856
Step 1	\$70,842	\$74,842	\$77,087

### 11.2 Placement of New Employees

11.2.1 A pharmacist Intern shall be appointed to step 1. Progression to step 2 of the scale shall occur when the employee attains registration as a Pharmacist.

11.2.2 The minimum entry level to the above Pharmacist scale shall be 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. 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.

### 11.3 Progression Rules



11.3.1 For Steps 1 – 7 inclusive above, progression will occur by annual increment at anniversary date.

#### **Additional Progression Step**

11.3.2 The Additional Progression Step process is distinct from the Recognition Step process.

11.3.3 Progression from the Step 7 to the additional progression step is dependent on the achievement of agreed objectives, which are set prospectively when the employee reaches Step 7. These objectives should align with the qualities of an experienced practitioner, with the appropriate level of the Guidelines of Expectation of Professional Practice (GEPP) document which provides guidance on these and reflects the expected professional/technical skills and personal attributes.

11.3.4 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.

11.3.5 The discussion and setting of objectives for additional progression would normally occur in conjunction with the employee's annual performance review.

11.3.6 In the event that the manager and the employee cannot agree on the objectives the employee may consult with the relevant union. 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.

11.3.7 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 their team leader/manager under clause 11.3.4 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.
- iii. Progression to the additional progression step is not available to employees who are below Step 7.

#### **Recognition Progression Steps**

11.3.8 The two recognition progression steps (steps 9 and 10) provide those practitioners in a non-designated role with a pathway for career progression and salary review appropriate to their individual, profession and service requirements.

11.3.9 The parties note that there is a wide variety of merit progression processes currently in place. The Merit Processes contained in various collective agreements covered by this settlement will generally be subsumed by Recognition Progression Steps.

11.3.10 The process for access to and progression through the Recognition Steps is set out in Appendix 1 of this agreement.

#### **Employees with Protected Salaries Post-Pay Equity Settlement**



- 11.3.11 An employee who has had their salary rate maintained following the translation to the new clinical/degree-qualified core scale shall move onto Recognition Step 10 from 4 December 2023, where that rate is at or above their maintained salary. They shall also receive a one-off lump sum payment of \$4,000 less the difference between the maintained salary and the Recognition Step 10 rate, pro-rated for contracted FTE.
- 11.3.12 Where an employee's maintained salary remains above the rate for Recognition Step 10 at 4 December 2023, they shall receive a one-off lump sum payment of \$4,000, pro-rated to their contracted FTE.
- 11.3.13 Should an individual in receipt of a lump sum under 11.3.11 or 11.3.12 be subsequently deemed to have been in a designated position and is translated to the Designated Positions scale in accordance with the agreed review process then this lump sum shall be offset against any salary payment owing.

#### **11.4 Pharmacist Designated Salary Scale**

- 11.4.1 These are positions that have been formally established as Designated Positions by the employer. Designated Positions are positions commonly involving both advanced clinical/technical practise /leadership and/or management responsibilities. Holders of Designated Positions usually have job titles, for example, Team Leader, Section Head, or Professional Advisor and appointment normally occurs after advertising of the position.
- 11.4.2 Following ratification of this agreement parties agree to undertake a review of the roles undertaken by employees who are in roles in the merit range of the previous CAs but who were not in identified designated positions. This review will determine whether the role the individual is undertaking is in fact properly classified as a designated position. The process is as set out in the terms of settlement of this Collective Agreement.
- 11.4.3 The employer will determine the appropriate band for a Designated Position having regard to the duties, responsibilities and scope of the position relative to other positions with the employer, including those that translated onto the Designated Scales as a result of the Allied Pay Equity settlement. The parties acknowledge that Te Whatu Ora intend to introduce a common job sizing methodology for Designated positions to assist in determining appropriate allocation to a Designated band. Te Whatu Ora will engage with the APEX throughout this process.

**Note:** Translations onto the scale from 1 June 2023 are as set out in the Allied, Scientific and Technical Pay Equity Claim in Principle Agreement (September 2023) (Appendix 3 refers).

Designated Grade	Step	Pay Equity Rate 1-Jun-23	4 December 2023	2 December 2024
Designated F	4*	\$142,000	\$147,000	\$151,410
	3	\$138,000	\$143,000	\$147,290
	2	\$134,000	\$139,000	\$143,170
	1	\$130,000	\$135,000	\$139,050
Designated E	3	\$130,000	\$135,000	\$139,050
	2	\$127,000	\$132,000	\$135,960
	1	\$124,000	\$129,000	\$132,870
Designated D	3	\$124,000	\$129,000	\$132,870
	2	\$121,500	\$126,500	\$130,295
	1	\$119,000	\$124,000	\$127,720
Designated C	3	\$119,000	\$124,000	\$127,720
	2	\$116,500	\$121,500	\$125,145
	1	\$114,000	\$119,000	\$122,570
Designated B	3	\$114,000	\$119,000	\$122,570
	2	\$111,500	\$116,500	\$119,995
	1	\$109,000	\$114,000	\$117,420
Designated A	3	\$109,000	\$114,000	\$117,420
	2	\$106,000	\$111,000	\$114,330
	1	\$103,000	\$108,000	\$111,240

### 11.5 PROGRESSION RULES:

11.5.1 The employer will place staff appointed to Designated Positions into a specific grade based on:

- i. The relevant career framework and
- ii. Taking into account relativity with the grading of existing designated positions within the service, District and across the employer.

The parties have committed to undertake work to develop a common job-sizing methodology to underpin the operation of Designated Positions Scale.

11.5.2 Progression through the steps included within each grade will be on an annual basis, on the employee's anniversary date, subject to satisfactory performance which will be assumed to be the case unless the employee is advised otherwise. Progression does not occur beyond the top step of each grade.

11.5.3 Movement between designated salary scale grades shall only be on the basis of appointment to a higher graded position.

## 11.6 Pharmacy Technicians

Pharmacy Technicians	1-Jun-23	4 December 2023	2 December 2024
DS 4	\$91,000	\$95,000	\$97,850
DS 3	\$87,629	\$91,629	\$94,378
DS 2	\$85,077	\$89,077	\$91,749
DS 1	\$82,599	\$86,599	\$89,197
Step 7	\$80,193	\$84,193	\$86,719
Step 6	\$76,374	\$80,374	\$82,785
Step 5	\$72,737	\$76,737	\$79,039
Step 4	\$69,273	\$73,273	\$75,471
Step 3	\$65,975	\$69,975	\$72,074

### *Progression rules:*

11.6.1 Progression through the steps will be on an annual basis, on the employee's anniversary date. Progression does not occur beyond the top auto step (7).

### *Designated salary scales*

11.6.2 Movement into the designated salary scales and movement through the designated salary scale is by appointment to a higher graded position. Progression does not occur between the designated salary scales.

## 11.7 Pharmacy Assistants & Trainee Technicians

	1-Jun-23	1 December 2023	2 December 2024
Step 5	\$72,737	\$76,737	\$79,039
Step 4	\$69,273	\$73,273	\$75,471
Step 3	\$65,975	\$69,975	\$72,074
Step 2	\$62,833	\$66,833	\$68,838
Step 1	\$59,842	\$63,842	\$65,842

11.7.1 Progression through the steps will be on an annual basis, on the employee's anniversary date. Progression does not occur beyond the top step (5).

## 11.8 Salary Increments While on Study Leave

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

## 11.9 Payment of Salary

11.9.1 Employees will be paid fortnightly in arrears by direct credit. Where errors have occurred as a result of employer action or inaction, corrective payment must be made within one working day of the error being brought to the employer's attention.

- 11.9.2 Where an employee has taken leave in advance of it becoming due, and the employee leaves before the entitlement has accrued, the employer will deduct the amount owing in excess of entitlement from the employee's final pay.
- 11.9.3 Any monies agreed, as being owed by the employee to the employer upon termination will be deducted from the employee's final pay except where ongoing arrangements have been made for repayments to continue following termination of employment.
- 11.9.4 The employees shall complete timesheets as required by the employer. Wherever practicable any disputed items shall not be changed without first referring it to the affected employee.
- 11.9.5 Overpayment Recovery Procedures: 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.
- 11.9.6 The employer shall use its best endeavours to direct credit payment of wages into the employee's bank account one clear banking day prior to a public holiday.

**12 ANNUAL LEAVE**

- 12.2 Employees, 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 be entitled to 5 weeks annual leave. For the purposes of this clause, "service" shall be as defined in clause 5.
- 12.3 Casual employees may be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement should they meet the requirements of section 28 of the Holidays Act.
- 12.4 Shift Employees

Employees who work rotating shift patterns or those who work qualifying shifts shall be entitled, on completion of 12 months employment on shift work, to up to an additional 5 days annual leave, based on the number of qualifying shifts worked. The entitlement will be calculated on the annual leave anniversary date. Qualifying shifts are defined as a shift which involves at least 2 hours work performed outside the hours of 8.00am to 5.00pm, excluding overtime.

Number of qualifying shifts per annum	Number of days additional leave per annum
121 or more	5 days
96 - 120	4 days
71 -95	3 days
46-70	2 days
21 -45	1 day

- 12.5 Employees who do not work shift work as defined in clause 12.3 and who are required to

participate on on-call rosters, shall be granted 2 hours leave for each weekend day or part thereof where the on-call period is 8 or more hours, they are required to be on-call during normal off duty hours, up to a maximum of 3 days additional leave per annum. Such leave shall be paid at annual leave averages and is accumulative. Employees who work qualifying shifts under sub-clause 12.3 are not entitled to leave under this sub-clause.

## 12.6 Conditions

12.6.1 Shift leave and on-call leave shall not be pro-rated. Annual leave is to be taken within 12 months of entitlement becoming due. Where the annual leave is not taken within twenty-four (24) months of being accrued and there is no agreement on when the leave is to be taken, the employer may direct the employee to take annual leave with a minimum of four (4) weeks' notice.

- a) Annual leave may be granted in one or more periods.
- b) In accordance with the Holidays Act 2003, the employee shall be given the opportunity to take two weeks leave at one time.
- c) Annual leave is able to be accrued to a maximum of two years entitlement.
- d) Annual leave shall be taken to fit in with service/work requirements and the employee's need for rest and recreation.
- e) When an employee ceases employment, wages shall be paid for accrued annual leave, including shift leave, and the last day of employment shall be the last day worked.
- f) An employee may anticipate up to one year's annual leave entitlement at the discretion of the employer.

12.7 The provisions of the Parental Leave and Employment Protection Act 1987 shall apply in relation to annual leave when an employee takes a period of parental leave or returns to work from parental leave in accordance with clause 16.0 of the agreement.

## 13 PUBLIC HOLIDAYS

13.1 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  
Matariki  
Anniversary Day (as observed in the locality concerned)

13.2 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 13.5 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.

- 13.3 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.
- 13.4 When employees work on a public holiday which would otherwise be a working day for the employee, they will be paid the rate as set out in cl.8.2.3 (time one (T1) in addition to the ordinary 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.
- 13.5 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 13.4 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.
- 13.6 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 13.4 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.
- 13.7 An employee who is on call on a public holiday as provided above, 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.
- 13.8 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.

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

13.9.1 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.

13.9.2 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.

13.10 Public holidays falling during leave:

13.10.1 Leave on pay

When a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not debited against such leave.

13.10.2 Leave without pay

An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay (including sick or military leave without pay) unless the employee has worked during the fortnight ending on the day on which the holiday is observed.

13.10.3 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.

## **14 BEREAVEMENT/ TANGIHANGA LEAVE**

14.1 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a Tupapaku/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).

Bereavement / Tangihanga leave is available for miscarriage and still birth. The length of time off shall be at the discretion of the employer and should not be unreasonably withheld and will be exercised in accordance with the Holidays Act 2003.

14.2 If bereavement occurs while an employee is absent on annual leave, sick leave on pay or any other special leave on pay, such leave may be interrupted, and bereavement leave granted in terms of clause 14.1.

- 14.3 This provision will not apply if the employee is on leave without pay.
- 14.4 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally appropriate manner, especially in the case of Tangihanga.
- 14.5 The employer agrees that on application, it may be appropriate, to grant leave without pay in order to accommodate various special bereavement needs not recognised in clause 14.1 above.

## **15 SICK & DOMESTIC LEAVE**

In applying the provisions of this clause, the parties note:

- their agreed intent to have healthy staff and a healthy workplace
  - that staff attending work unwell is to be discouraged and the focus is on patient and staff safety that they wish to facilitate a proper recovery and a timely return to work
  - that staff can have sick leave and domestic absences calculated on an hourly basis.
- 15.1 On appointment an employee shall be entitled to ten (10) working days leave for sick or domestic purposes during the first twelve months of employment, and up to an additional ten (10) working days for each subsequent twelve-month period. The employee shall be paid as prescribed in the Holidays Act 2003. A medical certificate may be required to support the employee's claim.
- 15.2 In the event an employee has no entitlement left, they may be granted up to an additional 10 days per annum. In considering the grant of leave under this clause the employer shall recognise that discretionary sick and domestic leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted.
- 15.2.1 The first five (5) days of discretionary leave shall be approved on the basis as leave under clause 15.1. In considering the next five (5) days of discretionary leave the employer shall take into account the following:
- The employee's length of service
  - The employee's attendance record
  - The consequences of not providing the leave
  - Any unusual and/or extenuating circumstances

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

Requests should be considered at the closest possible level of delegation to the employee and in the quickest time possible.

- 15.3 At the employer's discretion an employee may be granted further anticipated sick or domestic leave. Any anticipated leave taken in excess of an employee entitlement at the time of cessation of employment may be deducted from the employee's final pay.
- 15.4 Where an employee is suffering from a minor illness which could have a detrimental effect on the patients or other staff in the employer's care, the employer may, at its discretion, either:



- a) place the employee on suitable alternative duties, including working from home; or
- b) direct the employee to take leave on full pay. Such leave shall not be a charge against the employees sick and domestic leave entitlement.

- 15.5 The employee can accumulate their entitlement up to a maximum of 260 days. Up to 20 days of sick leave in any one year will be paid at relevant daily pay, in accordance with the Holidays Act 2003. Any further days will be paid at ordinary daily pay.
- 15.6 The provisions of this clause are inclusive of the special leave provisions of the Holidays Act 2003.
- 15.7 Domestic Leave as described in this clause is leave used when the employee must attend a person who is dependent on the employee for their care.
- 15.7.1 It does not include absences during or in connection with the birth of an employee's child. Annual leave or parental leave should cover such a situation.
- 15.7.2 At the employer's discretion, an employee may be granted leave without pay, where the employee requires additional time away from work to look after a seriously ill member of the employee's family.
- 15.7.3 The production of a medical certificate or other evidence of illness may be required.
- 15.8 Sickness during paid leave: When sickness occurs during paid leave, such as annual or long service leave, the leave may be debited against the sick leave entitlement, (except where the sickness occurs during leave following the relinquishment of office) provided that:
- 15.8.1 The period of sick leave is more than three days and a medical certificate is produced.
- 15.8.2 In cases where the period of sickness extends beyond the approved period of annual or long service leave, approval will also be given to debiting the portion, which occurred within the annual leave or long service leave period, against sick leave entitlement, provided the conditions in 15.8 and 15.8.1 above apply.
- 15.8.3 Annual leave or long service leave may not be split to allow periods of illness of three days or less to be taken.
- 15.8.4 Where an employee has a consistent pattern of short-term Sick Leave, or where those absences are more than 10 working days/shifts or more in a year, then the employee's situation may be reviewed in line with the District's policy and Sick Leave practices. The focus of the review will be to assist the employee in establishing practical arrangements to recover from sickness or injury.

## **16 PARENTAL LEAVE**

- 16.1 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 16 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 ([www.employment.govt.nz](http://www.employment.govt.nz)). Advice on parental leave

payments is available from the Inland Revenue Department ([www.ird.govt.nz](http://www.ird.govt.nz).)

16.2 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 parent 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.

Note: Whāngai arrangements are included in situations where the employee becomes a primary carer for a child or two or more children.

16.3 Length of Parental Leave

- 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.

16.4 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.

Note: Whāngai arrangements are included as primary care placements for the purposes of this clause.

16.5 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.

- 16.6 The commencement of leave shall be in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.
- 16.7 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.

- 16.8 Parental leave is not to be granted as sick leave on pay.
- 16.9 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.

- 16.10 Ability to Hold Position Open
- 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 16.10(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 16.10(b)(i) above for up to 12 months:

- (iv) Provided that, if a different position is accepted and within the period of extended parental leave in terms of 16.10(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
- (v) Where extended parental leave in terms of 16.10(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 35.3 of this contract.

- 16.11 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.
- 16.12 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.
- 16.13 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.
- 16.14 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.
- 16.15 Paid Parental Leave - Where an employee takes parental leave under this clause, meets the eligibility criteria in 16.2 (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 16.15.

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

## **17 JURY SERVICE/WITNESS LEAVE**

- 17.1 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.
- 17.2 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).
- 17.3 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.
- 17.4 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.
- 17.5 Where an employee is required to be a witness in a matter arising out of his/her employment, he/she shall be granted paid leave at the salary rate consistent with their normal rostered duties. The employee is to pay any fee received to the Employer but may retain expenses.

## **18 LEAVE TO ATTEND MEETINGS**

- 18.1 The Employer shall grant paid leave (at ordinary rates) to employees required to attend formal meetings of registration body (except where the matter arises out of employment with another employer) and the APEX Board.
- 18.2 Paid leave shall also be granted where an employee is required to attend meetings of Boards or Statutory Committees provided that the appointment to the Board or Committee is by ministerial appointment.
- 18.3 Any remuneration received by the Employee for the period that paid leave was granted shall be paid to the Employer.

## **19 LONG SERVICE LEAVE**

- 19.1 An employee shall be entitled to long service leave of one week upon completion of a five-year period of recognised service as defined in Clause 5. 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 (clause 12) in accordance with the Holidays Act 2003. This will be based on the employees FTE status at the time of taking the leave. Wherever practicable long service leave is to be taken in periods of not less than a week.
- 19.3 Leave without pay in excess of three months taken on any one occasion will not be included in the five-year qualifying period, with the exception of Parental Leave.

19.4 The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.

19.5 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 estate.

## **20 HEALTH & SAFETY**

20.1 The employer and employees shall comply with the provisions of the Health and Safety at Work Act 2015 and subsequent amendments. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken, including the provision of protective clothing/ equipment (as per clause 22 of this SECA).

20.2 It shall be the responsibility of the employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.

20.3 It shall be the responsibility of every employee covered by this agreement to work safely and to report any hazards, accidents or injuries as soon as practicable to the appropriate person. It is a condition of employment that safety equipment and clothing required by the employer is to be worn or used and that safe working practices must be observed at all times.

20.4 Attention is also drawn to the employer's policies and procedures on health and safety, this includes the Workers Participation Agreements (WPA) where those are agreed between the parties.

20.5 The employer recognises that to fulfil their function health and safety delegates require adequate training, time and facilities. The Health and Safety at Work Act 2015 requires employers to allow a health and safety representative to spend as much time as is reasonably necessary to perform his or her functions or exercise his or her powers under the Act (clause 10(c), Schedule 2).

20.6 The parties to the Agreement recognise that effective Health and Safety Committees are the appropriate means for providing consultative mechanisms on Health and Safety issues in the workplace.

## **21 ACCIDENTS - TRANSPORT OF INJURED EMPLOYEES**

21.1 Transport of injured employees - Where the accident is work-related and the injury sustained by the employee necessitates immediate removal to a hospital, or to a medical practitioner for medical attention and then to their residence or a hospital, or to their residence (medical attention away from the residence not being required), the employer is to provide or arrange for the necessary transport, pay all reasonable expenses for meals and lodging incurred by or on behalf of the employee during the period she/he is transported, and claim reimbursement from ACC.

21.2 Where an employee is incapacitated as a result of a work accident, and that employee is on earnings related compensation, then the employer agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This payment shall be taken as a charge against Sick Leave up to the extent of the employee's paid sick leave entitlement. The employer may agree to reimburse employees for treatment and other expenses or for financial

disadvantage incurred as a result of a work-related accident. This agreement will be on a case-by-case basis.

- 21.3 For non work-related accidents, where the employee requests, the employer shall supplement the employee's compensation by 20% of base salary and this shall be debited against the employee's sick leave up to the extent of the employee's paid sick leave entitlement.

## **22 UNIFORMS, PROTECTIVE CLOTHING & EQUIPMENT**

- 22.1 Where the employer requires an employee to wear a uniform, it shall be provided free of charge, but shall remain the property of the employer.
- 22.2 Suitable protective clothing, including foot/ eye/ hearing protection, shall be provided at the employer's expense where the duty involves a risk of excessive soiling or damage to uniforms or personal clothing or a risk of injury to the employee. Note that the foot protection above includes the employer's instruction that the employee wear specific shoes for infection control purposes. Where the employer and employee agree, the employee may purchase appropriate protective clothing/footwear and the employer will reimburse actual and reasonable costs.
- 22.3 Damage to personal clothing -An employee shall be reasonably compensated for damage to personal clothing worn on duty, or reimbursed dry cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling did not occur as a result of the employee's negligence, or failure to wear the protective clothing provided. Each case shall be determined on its merits by the employer.

## **23 PROFESSIONAL ASSOCIATION FEES**

- 23.1 Employees will be reimbursed (on presentation of official receipts) the membership fee of no more than one professional association per annum (as listed below) up to the maximum level set out below if:
- the membership is directly relevant to the employee's duties; and
  - the professional association does not act as the acting union for its members. Where an association does become the acting union, it will be removed from the list.

Pharmaceutical Society of New Zealand Inc	\$433
New Zealand Hospital Pharmacists' Association	\$130

- 23.2 The parties will review the composition of this list and the amounts payable at each negotiation. The list may be amended as agreed by the parties.
- 23.3 Provided that, if the employee also works for another organisation or in private practice, the employer will only be required to pay the amount on a pro-rata basis.
- 23.4 Where the employer agrees, an individual may join an additional alternate professional association that is agreed as relevant to their practice and clinical setting and may be reimbursed the cost of membership up to the maximum specified in clause 23.1 for the equivalent professional association. For clarity, the provisions of clause 23 also apply to any alternate professional association.



- 23.5 Te Whatu Ora acknowledge that all employees are supported to develop their knowledge of Te Tiriti o Waitangi and Te Ao Māori and how this applies in the context of the work we do and the communities which we serve.
- 23.6 Where the employer requires a current employee to become a member of a specific professional association, then the cost of that membership shall be fully reimbursable.
- 23.7 Reimbursement policies in place prior to 1 February 2022, which provide additional benefits to that above, shall continue in place where they apply.

## **24 REFUND OF ANNUAL PRACTISING CERTIFICATE & CERTIFICATE OF COMPETENCY FEES**

- 24.1 Where an employee is required by law to hold an annual practising certificate, the cost of the certificate shall be met by the employer provided that:
- a) It must be a statutory requirement that a current certificate be held for the performance of duties.
  - b) The employee must be engaged in duties for which the holding of a certificate is a requirement.
  - c) Any payment will be offset to the extent that the employee has received a reimbursement from another employer.
  - d) The Employer will only pay one APC unless there are operational requirements for an employee to maintain multiple APCs.
- 24.2 Where the employer requires employees to hold a competency certificate issued by a professional association, the employer will reimburse the associated fees incurred.

## **25 PROFESSIONAL DEVELOPMENT, EDUCATION & TRAINING LEAVE**

Professional development is a way of valuing staff and is essential to the maintenance and development of a quality and efficient service. Staff maintaining and developing their roles is critical to the delivery of effective client care.

The objective of this clause is to ensure that the investment in training and development commensurate with other groups similar to allied, public health and technical groups employed by the employer, that existing provisions are protected, and that APEX members are not disadvantaged compared to other employees whose entitlements continue during times of fiscal restraint.

- 25.1 Performance Appraisal and Professional Development Plans
- 25.1.1 Performance appraisal will be conducted annually and will record an agreed professional development plan. Participation in an annually agreed professional development plan is mutually beneficial and is a shared responsibility of the employee and her/his manager. The plan should:
- Link to the employee's current position;
  - Align with the employee's career goals;
  - Align with the strategic direction and/ or service plans of the employer;
  - Where applicable, assist the employee to meet the regulatory requirements to maintain professional competence;



- Provide information and advice to employees regarding sources of and access to professional development funds/entitlements;
- Require that employees share the knowledge and expertise gained from professional development as appropriate.

25.1.2 The allocation of professional development funds/study leave will be agreed prospectively wherever practicable and will be based on the principles of transparency, fairness and consistency and link to annual performance appraisal.

25.1.3 Where an individual application for professional development, education or training leave and/or other support is declined by the manager, the employee must be given reasons for that decision as part of the response.

#### Review Process

Where an employee is dissatisfied with the outcome of their training and development application they have the right to ask the manager's manager to formally review the decision within 1 month.

#### 25.2 Training Plans

25.2.1 The employer in consultation with APEX, will develop a training and development plan covering APEX members.

##### The plans will:

25.2.1.1 Be designed to meet the requirements of the District and advance employee's individual skill and competence relevant to the service needs; and

25.2.1.2 Comply with the professional development, education & training leave clauses in this agreement ensuring that information is provided to employees regarding sources of and access to funds/entitlements.

#### 25.3 Reporting Timeframes and Process

The employer and APEX representatives will agree professional development items that can be reported on and the reporting frequency of this information necessary to enable the parties to review the operation of the District's Training Plan.

#### 25.4 Existing Entitlements, Consolidated Funds and Scholarships

Any grants, scholarships, reimbursement and leave practices in existence prior to 1 November 2020 shall continue in place where they apply.

25.5 The parties acknowledge that monitoring the application of these provisions is of mutual interest and arrangements shall be in place locally to ensure that these principles are consistently applied and that the needs of each party are met.

#### 25.6 Learning Representatives

APEX will establish elected delegate(s) at local District level as learning representatives to support and encourage individual uptake of appropriate learning & development opportunities and monitor the implementation of the training plans.

## **26 EXPENSES AND INCIDENTALS**

- 26.1 When incurring costs on employer business including travelling, the employee will be reimbursed for costs on an actual and reasonable basis on presentation of receipts, including staying privately.
- 26.2 Employees who are requested to use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time.
- 26.3 Employees may be reimbursed relocation expenses in accordance with the employer's relocation policy.

## **27 PUBLIC HEALTH EMERGENCY (AND CIVIL DEFENSE) RESPONSE**

- 27.1 The following provisions apply where there is a Public Health Emergency (PHE/CD) declared by the Director-General of Health under the relevant legislation and the District emergency plan has been activated. These provisions shall also apply as applicable to civil defence emergencies declared under the relevant legislation.
- 27.2 The parties acknowledge that the public health system will be a critical part of the national/regional responses to a PHE/CD.
- 27.3 As part of this response, the parties recognise the urgency of any response and the need for flexibility in how services are delivered and accordingly temporary changes may be made to how work is organised without the need for a formal change management processes specified in the Collective Agreement. Where circumstances allow the employer will engage in good faith with the union prior to progressing any PHE/CD response.
- 27.4 The principles around any such changes are:
- a) Services will work with their staff to develop the most clinically appropriate staffing arrangements to keep patients and staff safe during a PHE/CD
  - b) These arrangements could include ways of working that are outside of the standard provisions of the Collective Agreement hours of work clauses provided that:
    - (i) The rostered ordinary weekly or fortnightly hours of work do not exceed the current maximums without the agreement of the affected employee(s)
    - (ii) No permanent or fixed term employee shall have their ordinary pay reduced while they are working such arrangements
    - (iii) Additional hours of work shall be remunerated in accordance with the relevant provisions (or their equivalents) of the MECA, and MECA penalties for minimum breaks, etc will continue to operate
    - (iv) The alternate arrangements shall only continue in force for the period necessary and required by the District's PHE/CD response
    - (v) The union shall be informed of any arrangements operating under this provision.
- 27.5 In the event that an employee is required to continue to work from home, and not attend the work place during a PHE/CD, the parties shall agree the following:
- (i) Scope of work to be performed.
  - (ii) Hours of work as per clause 4 above.
  - (iii) To provide the Necessary resources to support a productive working environment
- The parties acknowledge that these may need to be changed or reviewed at short notice.

- 27.6 The parties recognise the potentially heightened focus on ensuring staff do not attend work when they themselves (or their dependents) may be unwell as a direct result of PHE/CD. To support this, the employer will take a permissive approach to access discretionary sick leave provisions where an employee has exhausted their sick leave entitlement. In addition, the employer shall waive the recovery of the first 5 days of discretionary sick leave granted during the PHE/CD. These arrangements do not replace the Minor Illness provisions in clause [15.5].
- 27.7 The parties commit to participating in national oversight and engagement processes that enable the operation of this clause and other operational matters related to PHE/CD responses, which may include provision of agreed national guidelines.

## **28 INDEMNITY INSURANCE**

- 28.1 The employer agrees to indemnify employees for legal liability for costs and expenses, including legal representation where required, in respect of claims, actions or proceedings brought against the employer and/or employees arising in respect of any:
- Negligent act, or
  - Error, or
  - Omission
- Whilst acting in the course of employment.
- 28.2 Employees will not be covered where such claim, action or proceeding:
- arises from any wilful or deliberate act, or
  - is restricted solely to any disciplinary proceedings being taken by the governing registration body and/or professional association, or
  - relates to activities undertaken by the employee that are outside the scope of the employment agreement with the employer, or
  - relates to activities undertaken by the employee that are outside the scope of practice or the employee's position and/or profession.
- 28.3 Provided that any such reasonable costs or expenses are first discussed with the employer before they are incurred. If the employee or the employer identifies a conflict of interest, the employer will provide and pay for independent legal representation for both parties.
- 28.4 The above arrangements shall apply to employees who are appearing at coronial inquests arising from circumstances of the Te Whatu Ora employment and as part of the employer's representation at the hearing.

## **29 EMPLOYEE ACCESS TO PERSONAL INFORMATION**

- 29.1 Employees are entitled to have access to their personal file in accordance with the employer's procedures.

## **30 DEDUCTION OF UNION FEES**

The employer shall deduct employee APEX fees from the wages/ salaries of employees when authorised in writing by members and shall remit such subscriptions to APEX at agreed intervals.

## **31 STOPWORK MEETINGS**

- 31.1 Subject to sub-sections 31.3 to 31.5, the employer shall allow every employee covered by this collective agreement to attend, on ordinary pay, two meetings (each of a maximum of two hours' duration) of their union in each year (being the period beginning on the 1st day of January and ending on the following 31st day of December). This is inclusive of any statutory entitlement.
- 31.2 The union shall give the employer at least 14 days' notice of the date and time of any meeting to which sub-clause 30.1 of this clause applies.
- 31.3 The union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any meeting, including, where appropriate, an arrangement for sufficient employees to remain available during the meeting to enable the employer's operation to continue.
- 31.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any employee for a period greater than two hours in respect of any meeting.
- 31.5 Only employees who actually attend a 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 employees who attended and shall advise the employer of the time the meeting finished.

## **32 DELEGATES/UNION WORKPLACE REPRESENTATION**

- 32.1 To enable the delegates to effectively carry out their role, including the promotion and facilitation of the objectives outlined in the statement of intent, sufficient time off should be available during working hours, subject to the employer's service requirements.
- 32.2 Prior approval for such activity shall be obtained from the manager in the area and such approval shall not be unreasonably withheld. APEX in return acknowledges that adequate notice shall be provided to the employer where possible.

## **33 LEAVE TO ATTEND EMPLOYMENT RELATIONS' EDUCATION LEAVE**

- 33.1 The Employer shall grant union members leave on pay to undertake trade union education or training, in accordance with the Employment Relations Act 2000. The provisions of this Act, or any amendments or Act passed in substitution for this Act, shall apply.

## **34 RIGHT OF ENTRY**

- 34.1 The authorised officers of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises for the purposes of union business or interviewing any union member or enforcing this Agreement, including where authorised access to wages and time records, but not so as to interfere unreasonably with the employer's business.

## **35 CONSULTATION, CO-OPERATION AND MANAGEMENT OF CHANGE**

- 35.1 Management of Change
- 35.1.1 The parties to this collective agreement accept that change in the health service is necessary in order to ensure the efficient and effective delivery of health services. They recognise a mutual interest in ensuring that health services are provided efficiently and effectively, and that each

has a contribution to make in this regard. Prior to the commencement of any significant changes to staffing, structure or work practices, the employer will identify and give reasonable notice to employees who may be affected and to APEX to allow them to participate in the consultative process so as to allow substantive input.

- 35.1.2 Regular consultation between the employer, its employees and the union is essential on matters of mutual concern and interest. Effective communication between the parties will allow for:
- a) Improved decision making;
  - b) Greater cooperation between employer and employees; and
  - c) A more harmonious, effective, efficient, safe and productive workplace.

35.1.3 Therefore, the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.

35.1.4 Reasonable paid time off shall be allowed for employee delegates to attend meetings with management, restructuring, staff surplus, options for resolving surplus and consult with employees to discuss issues concerning management of change and staff surplus.

35.1.5 Prior approval of such meetings shall be obtained from the employer and such approval shall not be unreasonably withheld.

35.1.6 The facilities provided shall be sufficient to enable full consideration of the issues.

35.1.7 For purposes of Clause 35.0 the recognised representative shall be the union advocate unless otherwise agreed.

## 35.2 Restructuring

35.2.1 In the event that all or part of the work undertaken by the employee will be affected by the employer entering into an arrangement whereby a new employer will undertake the work currently undertaken by the employee, the employer will meet with the employee, providing information about the proposed arrangement and an opportunity for the employee to comment on the proposal, and will consider and respond to their comments. The employee has the right to seek the advice of their union or to have the union act on their behalf.

35.2.2 The employer will negotiate with the new employer, including whether the affected employee will transfer to the new employer on the same terms and conditions, and will include in the agreement reached with the new employer a requirement that the employee be offered a position with the new employer at the same or similar terms of employment.

35.2.3 The requirement for consultation should not be treated perfunctorily or as a mere formality. The person(s) to be consulted must be given sufficient opportunity to express their view or to point to difficulties or problems.

35.2.4 Both parties should keep open minds during consultation and be ready to change. Sufficiently precise information must be given to enable the person(s) being consulted to state a view, together with a reasonable opportunity to do so - either orally or in writing.

- 35.2.5 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.
- 35.2.6 However, the final decision shall be the responsibility of the employer.
- 35.2.7 From time to time directives will be received from government and other external bodies, or through legislative change. On such occasions, the consultation will be related to the implementation process of these directives.
- 35.2.8 The process of consultation for the management of change shall be as follows:
- a) 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.
  - b) Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.
  - c) Sufficient time must 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.
  - d) Genuine consideration must be given by the employer to the matters raised in the response.
  - e) The final decision shall be the responsibility of the employer.

The above process shall be completed prior to the implementation of clause 35.3.

### 35.3 Staff Surplus

When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the re-organisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in sub-clause 35.4 below shall be invoked and decided on a case by case basis in accordance with this clause.

### 35.4 Notification

The employer will advise APEX at least one month prior to the date of giving notice of severance to any affected employee. Notification of a staffing surplus shall be advised to the affected employee. This date may be varied by agreement between the parties. During this period, the employer and employee, who can elect to involve their Union Representative, will meet to agree on the options appropriate to the circumstances. Where employees are to be relocated, at least one months' notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

#### 35.4.1 The following information shall be made available to the Union representatives:

- a) The location/s of proposed surplus
- b) The total number of proposed surplus employees
- c) The date by which the surplus needs to be discharged
- d) The positions, salary, names and ages of the affected employees who are union members
- e) Availability of alternative positions in the District.

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

### 35.5 Options

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

- a) Reconfirmed in position
- b) Attrition
- c) Redeployment
- d) Retraining
- e) Severance

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in sub-clause 35.10 will be applied as a package.

### 35.6 Reconfirmed in position

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

### 35.7 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.

### 35.8 Redeployment

- a) Employees may be redeployed to an alternative position for which they are appropriately trained (or training may be provided). Any transfer provisions will be negotiated on an actual and reasonable basis.

Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee at the rate paid in the old job at the time of redeployment. The salary can be preserved in the following ways:

- b) Lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
- c) 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).
  - (i) Where the new job is within the same local area and extra travelling costs are involved,

actual additional travelling expenses by public transport shall be reimbursed for up to 12 months.

(ii) The redeployment may involve employees undertaking some on-the-job training.

### 35.9 Retraining

35.9.1 Where a skill shortage is identified, the employer may offer a surplus employee retraining to meet that skill shortage with financial assistance up to the maintenance of full salary plus appropriate training expenses. It may not be practical to offer retraining to some employees identified as surplus. The employer needs to make decisions on the basis of cost, the availability of appropriate training schemes and the suitability of individuals for retraining.

35.9.2 If an employee is redeployed to a position which is similar to his/her previous one, any retraining may be minimal, taking the form of on-the-job training such as induction or in-service education.

### 35.10 Severance

35.10.1 Payment will be made in accordance with the following:

- a) "Service" for the purposes of this sub-clause means total aggregated service with the employer, its predecessors or any other District, but excludes any service with any District or their predecessor which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any other Districts or their predecessors.
- b) 8.33 per cent of base salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment shall only be made where the requisite notice cannot be given. Notice that is of a lesser period than required by this document shall require the employer to pay an amount proportionate to the ungiven period of notice. This payment is regardless of length of service; and
- c) 12 per cent of base salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
- d) 4 per cent of base 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
- e) 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.
- f) Outstanding annual leave and long service leave may be separately cashed up.
- g) Where there is an offer of redeployment to reduced hours, an employee may elect to take a pro-rata compensatory payment based on the above severance calculation.



- h) Nothing in this agreement shall require the employer to pay compensation for redundancy whereas a result of restructuring, and following consultation, the employee's position is disestablished and the employee declines an offer of employment that is on terms that are: the same as, or no less favourable, than the employee's conditions of employment: and in the same capacity as that in which the employee was employed by the employer, or in any capacity in which the employee is willing to accept

35.11 Job Search

Employees will be assisted to find alternative employment by being able to have a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the team leader/manager being notified of the time and location of the interview before the employee is released.

35.12 Counselling

Counselling for the employee and their family will be made available as necessary.

35.13 Technical Redundancy

Where an employee's employment is being terminated by the employer by reason of the sale or transfer of the whole or part of the employer's business, nothing in this agreement shall require the employer to pay compensation for redundancy to the employee if:

- a) The person acquiring the business or the part being sold or transferred:
  - (i) has offered the employee employment in the business or the part being sold or transferred; and
  - (ii) has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and
- b) The conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are the same as, or are no less favourable than, the employee's conditions of employment, including:
  - (i) any service-related conditions: and
  - (ii) any conditions relating to redundancy; and
  - (iii) any conditions relating to superannuation - under the employment being terminated; and
- c) The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either:
  - (i) in the same capacity as that in which the employee was employed by the Employer, or
  - (ii) in any capacity that the employee is willing to accept.
- d) Where the person acquiring the business does not offer the employee employment on the basis of a, b and c above, the employee will have full access to the staff surplus provisions.

35.14 Employee Protection Provisions

- 35.14.1 The parties acknowledge that Section 69M of the Employment Relations Act requires all collective agreements to contain provisions in relation to the protection of employees where their employer's business is restructured. It is agreed that these provisions exist within the current collective agreement (e.g. Clause 35.1 Management of Change and Clause 35.13 Change of Ownership) or by virtue of the statutory provisions set out in Sections 19, 20 and 21 of Schedule 1B

of the Employment Relations Act.

## **36 NOTICE**

36.1 The employee/employer may terminate the employment agreement with four weeks' 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.

36.2 This shall not prevent the employer from summarily dismissing any employee without notice for serious misconduct or other good cause in accordance with the employer's disciplinary procedures and/or rules of conduct.

## **37 ABANDONMENT OF EMPLOYMENT**

37.1 Where an employee is absent from work for three consecutive working days without notification to the employer or without appropriate authorisation from the employer will be considered by the employer as having terminated their employment without notice, unless the employee is able to show they were unable to fulfil their obligations under this section through no fault of their own. The employer will make all reasonable efforts to contact the employee during the three days period of unnotified absence.

## **38 EMPLOYMENT RELATIONSHIP PROBLEMS**

38.1 An "employment relationship problem" includes:

- a) A personal grievance
- b) A dispute
- c) Any other problem relating to or arising out of the employment relationship

38.2 Let The Employer Know

Employees who have a problem in their employment should let the employer know so that the problem can be resolved in a timely manner. In most cases employees will be able to approach their manager to talk the issue through and reach an agreement. HR can help with this process. However, it is recognised that sometimes employees may not feel comfortable in approaching their manager or an agreement may not be able to be reached. If this is the case, employees may wish to contact an APEX delegate or organiser to get advice or assistance.

38.3 Representation

At any stage APEX members are entitled to have appropriate APEX representation acting on their behalf.

38.4 The employer will work with the employee and APEX to try and resolve the problem. The employer can also choose to have a representative working on its behalf.

38.5 Mediation Services

If the problem continues employees have the right to access the Mediation Service. The mediators are employed by the Employment Relations Service as one of a range of free services to help people to resolve employment relationship problems quickly and effectively. The mediators will help the parties decide on the process that is most likely to resolve problems as quickly and fairly as possible.

Employees can ask their union organiser/delegate to provide assistance in accessing this service. Alternatively, the Mediation Service can be contacted on 0800 800 863.

#### 38.6 Employment Relations Authority

If the parties are still unable to resolve the workplace problem, employees can apply to the Employment Relations Authority (ERA) for assistance. The ERA is an investigative body that operates in an informal way, although it is more formal than the Mediation Service. The ERA looks into the facts and makes a decision based on the merits of the case, not on legal technicalities.

Again employees can ask a union organiser to provide assistance in accessing this service.

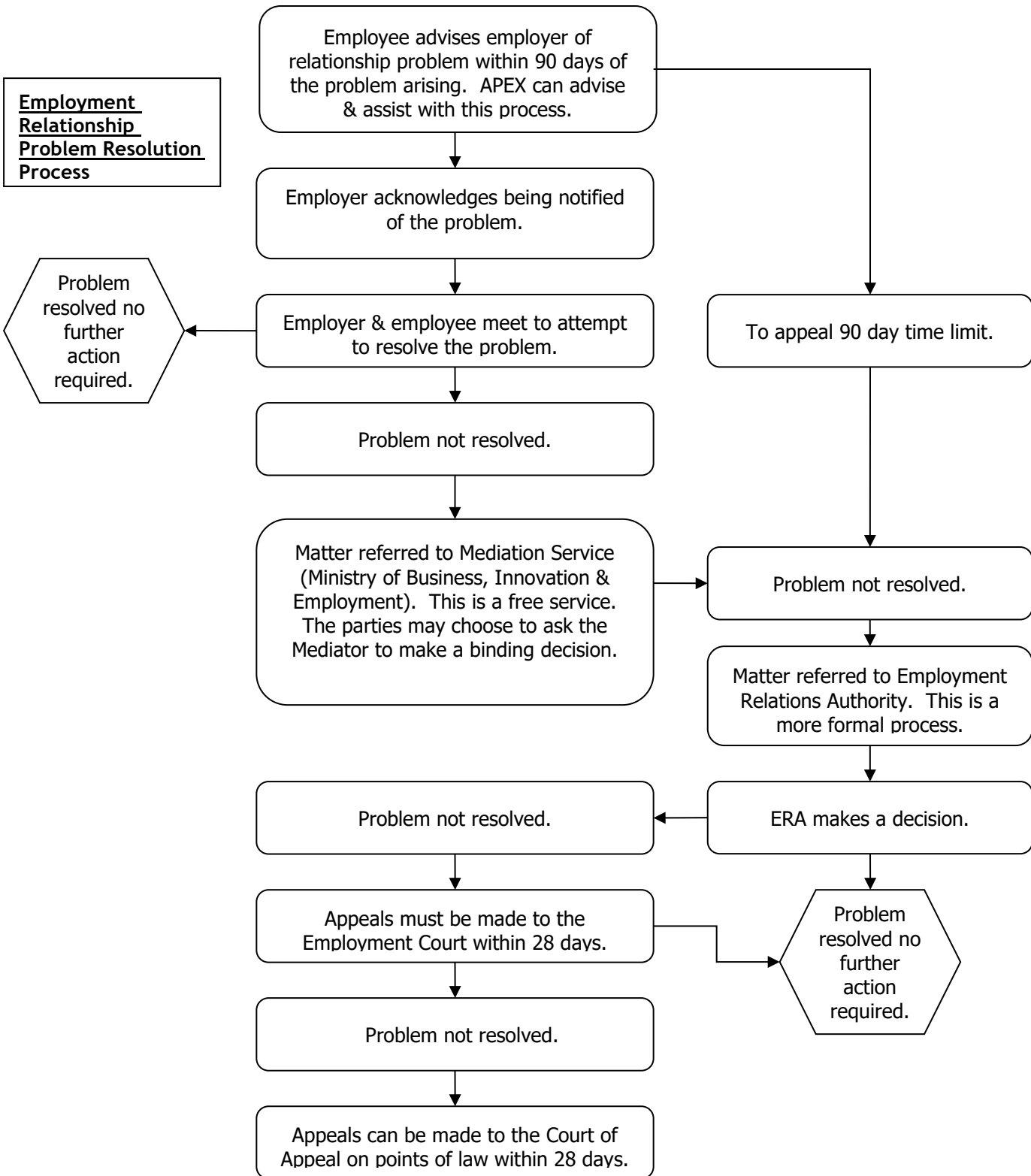
#### 38.7 Personal Grievances

Employees may feel that they have grounds for raising a personal grievance with the employer (for unjustified dismissal, unjustifiable disadvantage, discrimination, duress, sexual or racial harassment). If this is the case, employees need to raise their grievance within 90 days of the action occurring or the grievance coming to their notice. This time is extended to 12 months for a personal grievance for sexual harassment. If the grievance is not raised to the employer's attention within this timeframe the employee's claim may be out of time.

If the employee's grievance is raised out of time, the employer can choose to accept the later grievance or to reject it. If the employer chooses to reject it, the employee can ask the ERA to grant leave to raise the grievance out of time.

The employee's grievance needs to be raised with the employer so that the employer knows what it is about and can try to work to resolve it. The employee can verbally advise the employer or put the grievance in writing. The employee's APEX delegate or organiser can help with this process. Once the employer knows of the employee's grievance, the employer is able to respond to the expressed concerns.

**Employment  
Relationship  
Problem Resolution  
Process**



### **39 VARIATION TO COLLECTIVE AGREEMENT**

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.

### **40 FIXED TERM AGREEMENTS**

Fixed Term Employment Agreements should only be used to cover specific situations of a temporary nature or fixed term, e.g. to fill a position where the incumbent is on study leave or parental leave; or where there is a task of a finite duration to be performed.

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

### **41 SAVINGS**

41.1 Except as specifically varied by this Agreement, nothing in this Agreement shall operate so as to reduce the wages and conditions of employment applying to any employee at the date of this Agreement coming into force.

The parties acknowledge that all matters discussed during the negotiation of this Agreement have been dealt with, and where intentionally deleted, the savings clause does not apply.

Further, provisions from previous agreements that are to continue to apply have been recorded by way of letter provided to the union by the employer concerned.

### **42 TERM OF DOCUMENT**

This agreement shall be deemed to have come into force on 1 December 2023 and shall expire on 30 November 2025.

Signed this                    day of                    2024

For and on behalf of APEX:

Deborah Powell  
National Secretary  
APEX

Signed this                    day of                    2024

For and on behalf of Health New Zealand - Te Whatu Ora

Margie Apa  
Chief Executive Officer

## **Appendix One – Recognition Steps - Progression Process**

### **Principles**

1. The recognition steps facilitate progression that many employees naturally seek in the course of their work. It is designed to enable employees to utilise their expertise as a formal part of their practice, while enhancing service delivery and fostering continued development and growth through the process of agreed objective setting and delivery
2. For this reason, it is anticipated that, where reasonable and agreed, an employee may be able to progress the objectives required for recognition progression during work time.

### **Eligibility**

3. To be Eligible for Salary Progression:
  - a) An employee may initiate the recognition process immediately after moving to the qualifying step (e.g. Step 8 to progress to Step 9, Step 9 to progress to Step 10). As per clause 11.3.8 – 11.3.10 progression will not occur until the employee has been on the qualifying step for at least a year. An employee must be on Step 8 (APS) before they can move to Recognition Step 9 or must be on Recognition Step 9 to move to Recognition Step 10.
  - b) Demonstrates innovation, excellence, leadership, and/or specialist skills and knowledge in their contribution to service. This could include, but is not limited to:
    - i. At least two years working in an area of specialisation or advancing practice.
    - ii. Recognised by other staff as becoming expert in at least one area of clinical or cultural skills and approached as a resource and teacher (with appropriate evidence
    - iii. Evidence of involvement in quality and improvement initiatives or audit activity.
    - iv. Evidence of involvement in research, presenting at conferences or authoring work.
    - v. Agreed postgraduate study.
  - c) Has had a satisfactory performance appraisal (or equivalent) within the last 12 months.
  - d) Is undertaking clinical work at the level expected as described in the GEPP document at the applied for salary step. Link: Draft Guidelines for Expectations of Professional Practice of Allied Health, Scientific and Technical Professionals (GEPP) 2023.
  - e) Has achieved agreed objectives linked to Guidelines for Expectation of Professional Practice at relevant level.
  - f) Is contributing to the wider organisational goals, the team, the service, the locality, or the system in general.

### **Frequency**

4. An employee can progress to the Recognition Step at any time throughout the year (once criteria is met), i.e., they do not need to wait for their anniversary date. However, only one step movement can be made annually.

### **Criteria**

5. The criteria for progression to each recognition step are as follows:
  - a) To access Recognition Step 1 (Step 9 of the Degree-based scale) an employee must select and complete objectives across no fewer than two domains ensuring that cultural

safety and Te Tiriti principles are woven into objectives. Objectives must be chosen from the “Further Developing Knowledge & Skills” or further Stage of Development.

- b) To access Recognition Step 2 (Step 10 of the Degree-based scale) an employee must select and complete objectives across no fewer than two domains, ensuring that cultural safety and Te Tiriti principles are woven into objectives. Objectives must be chosen from the “Becoming Expert” Stage of Development.
- c) To access Step 4 of Grade DF on the Clinical/degree qualified designated salary scale, an employee must select and complete objectives across no fewer than two domains, ensuring that cultural safety and Te Tiriti principles are woven into objectives. Objectives must be chosen from the “Acknowledged Leader” Stage of Development. At least one objective will be selected from the “Leadership & Management” domain.

### **Objectives**

- 6. It is intended that objectives are ones that show growth, development, and continuing contribution to the service. As such, objectives will generally be relevant to the service, wider organisation and/or profession evidence of role stretch/meritorious performance.
- 7. The parties acknowledge that it is the individual employee’s decision and responsibility to initiate the processes associated with the recognition progression step. To commence the process the employee will write to the team leader/ manager requesting a meeting to set objectives.
- 8. The discussion and setting of objectives for additional progression would normally occur in conjunction with the employee’s annual performance review. Objectives agreed will be specific, measurable achievable realistic and time bound (SMART). Reviews throughout the 12 months can be undertaken by mutual agreement. Setting the objectives may involve the professional lead or equivalent.
- 9. In the event that the manager and the employee cannot agree on the objectives the employee may consult with the relevant union. If there is still no agreement, they may need to meet with the union and their manager, professional lead or equivalent. This objective setting process is to be completed in three months of the employee requesting the meeting. Without agreed objectives no progression will occur.
- 10. Recognition objectives must be set and agreed prospectively by the manager and the employee in a timely manner. However, the setting of objectives may take into consideration work that has been initiated within a reasonable timeframe prior to the objectives being set as long as objectives remain current to service need/service development and of benefit to professional development.



## Schedule B - OTHER DISTRICT PROVISIONS

*The following clauses remain applicable to those employed at the relevant Te Whatu Ora District, unless specifically Grand-parented to those employed by Te Whatu Ora on 1 July 2022 or sunsetted.*

### Canterbury DHB

*The following definition is enduring to those employed at TWO CDHB until the Career Framework for Pharmacy Technicians is agreed between the parties and provides the same or is superior. At the date the career framework is agreed, this definition will no longer apply.*

5.0 Definitions Senior Pharmacy Technician means a qualified pharmacy technician filling an established position where they are required to undertake the day to day co-ordination of a group of pharmacy technicians and / or pharmacy assistants and/ or have a specialised area of work.

6.6 Rosters 6.6.6 Two days off will be a routine rostering device.

*The following entitlements 10.4, 10.5 and 11.7 are enduring to those employed at Te Whatu Ora CDHB until the Career Framework for Pharmacists is agreed between the parties and provides the same or is superior. At the date the career framework is agreed, this entitlement will no longer apply.*

### 10.4 Prescribing Pharmacist

10.4.1 A Pharmacist who qualifies as a prescribing pharmacist (NZ qualification or equivalent that is recognised in New Zealand) and is able to use the endorsement in their role, shall be paid a minimum of step 12

This clause *is sun-setted* with the introduction of the pay equity settlement 2023.

10.4.2 A Senior Pharmacist who has qualified as a Prescribing Pharmacist (NZ qualification or equivalent that is recognised in New Zealand) and who is able to use this in their role shall be paid an allowance of \$2,000 per annum while holding the qualification.

### 10.5 Pharmacy Technician

10.5.1 Pharmacy Technicians that achieve a Level 6 qualification and/or PACT shall receive an allowance of \$2,000 per annum.

10.5.2 The minimum salary step for Senior Technicians is Step 5 and can move to step 6 based on performance after 2 years. Pharmacy Technicians with a PACT or Level 6 qualification will move automatically to Step 5. Step 6 is available as a merit step.

This clause *is sun-setted* with the introduction of the pay equity settlement 2023.

## Bay of Plenty District

*The following definition of 'service' is Grand-parented to those employed by Te Whatu Ora BoP district on 1 July 2022*

### SERVICE DEFINITION

"Service" means:

**(i) For Annual leave purposes only:**

The aggregate of:

- a. any individual employee's service previously recognised at the commencement date of this Agreement.
- b. for a New Zealand trained Pharmacist, all service as a Pharmacist.
- c. All service as a Pharmacy Technician or Trainee Pharmacy Technician within New Zealand.
- d. An overseas qualified Pharmacist from a country with which New Zealand has reciprocity of qualifications shall have all service as a pharmacist credited from the date of obtaining the qualification.

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

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

- e. For a Pharmacy Assistant, all service as a Pharmacy Assistant in Bay of Plenty District Health Board. Other experience as a pharmacy assistant may be recognised at the Employer's discretion.

### ON CALL LEAVE

7.3 Employees, who are on call, shall accrue 1 additional days annual leave for every 230 qualifying hours on call up to a maximum of 5 days leave (1150 qualifying hours on call) per annum.

7.0.1 Where part-time employees are part of an official on call roster and are called out from their place of residence in emergency circumstances, then they shall be paid on the basis of a minimum of three hours at appropriate rates. The length of the call would be measured in respect of actual time worked only, except that outside of the normal hours of duty (i.e. 0800 hours to 1700 hours Monday to Friday) the length of the call would be measured in respect of actual time worked and reasonable travelling time from the place of call to the place of duty and return to the place of call or residence. The minimum payment prescribed shall apply to each recall, except that:

- (i) Call-outs commencing and finishing within the minimum period covered by an earlier call-out shall not attract any additional payment.
- (ii) Where a call-out commences before and continues beyond the end of a minimum period for a previous call-out payment shall be made as if the employee had worked continuously from the beginning of the previous call-out to the end of the latter call-out.

7.0.2 Employees who are regularly on call will accrue additional annual leave at the rate of 1 days leave for every 230 qualifying hours on call, up to a maximum of 5 days leave (1150 qualifying hours on call) per annum. The maximum combined entitlement under these

provisions and clause 11.7 Extra Leave for Shift Workers, is five days annual leave per annum.

***The following clauses relating to leave are Grand-parented to those employed by Te Whatu Ora BoP district on 1 July 2022***

**LEAVE**

11.2.6 Except where the employer approves, where an employee is absent on special leave, whether with or without pay (i.e., including leave for study awards but excluding sick, accident or military leave) for an intermittent or continuous period of more than 35 days (including Saturdays and Sundays) during a leave year, annual leave shall be reduced in accordance with the scale below.

**NOTE:**

A "study award" for the purpose of this sub clause shall be deemed to be a full-time course of study at a tertiary educational institute, during which the employee is able to take advantage of the mid-term holidays available to other full-time students of that institute. It shall not include leave to attend organised classes, lectures, block courses or examinations required for the attainment of essential basic qualifications.

**11.2.7**

Days of Absence (including Saturdays and Sundays)	Annual Leave Entitlement To be reduced by the number of working days shown below			
	Annual Leave Entitlement			
Days	3 weeks	4 weeks	5 weeks	6 weeks
0-35	-	-	-	-
36-71	1-1/2	2	2-1/2	3
72-107	3	4	5	6
108-143	4-1/2	6	7-1/2	9
144-179	6	8	10	12
180-215	7-1/2	10	12-1/2	15
216-251	9	12	15	18
252-287	10-1/2	14	17-1/2	21
288-323	12	16	20	24
324-359	13-1/2	18	22-1/2	27
360-365	15	20	25	30

**11.2 ANTICIPATION OF ANNUAL LEAVE FOR OVERSEAS TRIP**

An employee with over 20 years' current continuous service may anticipate one year's annual leave entitlement for the purpose of taking a trip overseas. If the employee leaves the employ of the employer before the period of anticipated annual leave has been accrued, the outstanding balance of the anticipated leave shall be repaid by the employee.

***The entitlement to the reimbursement of professional fees is Grand-parented to those employed by Te Whatu Ora BoP district on 1 July 2022***

### **37.0 REIMBURSEMENT OF PROFESSIONAL FEES**

The employer shall reimburse permanent employees the cost of membership of the NZ Healthcare Pharmacists Association Inc (NZHPA) per annum. Alternatively, following agreement between the employee and the District, up to the equivalent cost of NZHPA may be reimbursed as a contribution to the agreed alternative professional body, provided that where an employee a) is on a fixed term contract; or b) also works for another organisation or in a private practice, the employer will only be required to reimburse the cost on a pro-rata basis.

*The entitlement to the reappointment after absence due to childcare is Grand-parented to those employed by Te Whatu Ora BoP district on 1 July 2022*

#### **16.0 REAPPOINTMENT AFTER ABSENCE DUE TO CHILDCARE**

- 16.1 Where an employee resigns from a permanent position with the employer to care for pre-school children, the employer is committed, upon application from the employee, to make every reasonable endeavour to re-employ that person where a comparable and suitable position exists within four years of the resignation, providing that the person has the necessary skills to fill the vacancy competently; then the person under these provisions shall be appointed in preference to any other applicant for the position.
- 16.2 Absence for childcare reasons will interrupt service but not break it. The period of absence will not count as service for the purpose of sick leave, annual leave, retiring leave or gratuities, long service leave or any other leave entitlements.
- 16.3 Applicants for preferential re-entry rights do not have a right of review against their non-appointment.

*The entitlement to employee release is Grandparented to those employed by Te Whatu Ora BoP district on 1 July 2022*

#### **19.0 EMPLOYEE RELEASE**

- 19.1 Employees with 5 years continuous service with the current employer may apply for a one-off continuous period of unpaid Employee Release for a period of three months up to a maximum of twelve months. Such application shall be considered on a case-by-case basis and granted at the discretion of the employer. All service related provisions/ benefits will be put on hold until resumption of normal duties.
- 19.2 The notification of the employee's intent to return to normal duties will be the same as Clause 15.7 (Parental Leave).
- 19.3 Job protection provisions will be the same as in Clause 15.9.1
- 19.4 The provisions of this clause are separate from and in addition to normal unpaid leave provisions and it is acknowledged that employees may apply for unpaid leave at any time during their employment.

*The entitlement to protective clothing and equipment is Grand-parented to those employed by Te Whatu Ora BoP district on 1 July 2022*

### **22.0 RECERTIFICATION**

- 22.3 Employees covered by this collective agreement are entitled to Te Whatu Ora (2) paid days per annum for study, learning, research linked to the employee's individual learning plan.

- 22.4 The Employer may grant employees study leave of up to three (3) months to enable them to complete qualifications, attend courses, seminars and conferences and to undertake research or projects which are relevant to the work of the organisation and which facilitate their growth and development. Such leave may be paid, part paid or unpaid and/or contributions may be made towards the costs.
- 22.5 Employees, who have been employed for not less than 24 months, may apply for sabbatical leave from three (3) months up to twelve (12) months duration. Such leave may be paid, part paid or unpaid and/or contributions may be made towards the costs.
- (i) All applications must be received in writing and a minimum of three (3) months prior to the date the proposed leave will commence. The application must specify the date the proposed leave will commence and the date on which the applicant will return to work.
  - (ii) The employer shall advise the applicant of the approval or declination of the application at least one (1) month prior to the commencement date of the leave.
  - (iii) Upon return to work on the agreed date, the employee shall return to the same or similar duties, shifts and service entitlements as s/he enjoyed prior to his/her sabbatical leave.
- 22.6 Employees who attend courses, seminars and conferences which fall on both of the employees rostered days off, shall be granted the following day as paid leave.

## 22.7 CPD

Administration of Professional Development funds via a relevant departmental committee consistent with the terms and conditions of similar committees existing within the District. Proposed terms of reference and training and development committee roles attached as appendix A.

Commencement of managing the funds would be 1 July 2017, with formation of the group to occur by 1 May 2017. Funding will be as per the current budgeted professional development fund for this group.

Final approval of spending will remain with the manager and Business Leader.

There is no offer to increase the existing funds available for Professional Development.

### CPD Fund Administration

- a) The pool shall be administered by the department, the service manager, Charge/Team Leader, APEX delegate and Pharmacists and Pharmacy Technician in a manner agreed by APEX and the District. This agreement shall be confirmed in writing by the parties.
- b) The chair of the CPD committee shall be rotated between a manager and Pharmacist / Pharmacy Technician annually unless agreed otherwise and confirmed in the local CPD committee agreement.
- c) Management of the pool must at the least provide for the following:
  - i) Ensure that required continuing professional development is achieved and maintained by employees, and
  - (ii) Is managed in a fair, transparent and consistent manner, and
  - (iii) The CPD committee shall maintain a standard reporting record that includes:
    - Full financial records detailing the level and use of expenditure, and
    - Any declined applications and the reason for declination, and
    - Source and quantity of funding external to the pool above.
  - (iv) The reporting record shall be made available to APEX on request.

## **25.7 LEAVE WITHOUT PAY**

Special Leave without pay may be granted within a defined period without automatic right of re-engagement. This provision does not include parental or sick leave.

## Waikato

***The following definition of 'Specialist Pharmacist' is enduring to those employed at Te Whatu Ora Waikato until the Career Framework for Pharmacist is agreed between the parties. At the date the career framework is agreed, this definition will no longer apply***

### 2.0 INTERPRETATIONS

"**Specialist Pharmacist**" means a Pharmacist who has a postgraduate diploma in Clinical Pharmacy or equivalent and at least three years pharmacy experience, or has the responsibility for providing pharmaceutical expertise, supervisory oversight and training for a designated specialty area, and who may act as a primary resource for other Health Care professionals.

***The following definition of 'service' is Grand-parented to those employed by Te Whatu Ora Waikato district on 1 July 2022***

#### DEFINITION

"**Service**" means:

##### **For Annual leave purposes only:**

The aggregate of:

- a. any individual employee's service previously recognised at the commencement date of this Agreement.
- b. service with any District Health Board, Hospital and Health Service, Crown Health Enterprise, Area Health Board, Hospital Board, Regional Health Authority, or the Public Health Commission of at least 12 months duration provided the service ended within 5 years of the date of current appointment to the Health Service, or within 5 years of the start of the latest period of continuous service with the organisations listed in this sub clause.
- c. All service as a Pharmacist, Pharmacy Technician or Trainee Pharmacy Technician within New Zealand.
- d. An overseas qualified Pharmacist from a country with which New Zealand has reciprocity of qualifications shall have all service as a pharmacist credited from the date of obtaining the qualification
- e. An overseas qualified Pharmacist who meets the requirements of the registration board at the time of entry into New Zealand shall have all service credited from the date of obtaining the overseas qualification. Where the requirements of the registration board are not met at time of entry, service will only be counted from the commencement date of employment with Waikato District Health Board.

### 9.0 MEAL ALLOWANCE

- 9.1 A shift employee who works a qualifying shift of eight or ten hours or more and who is required to work more than one hour beyond the end of the shift (excluding any break for a meal) shall be paid a meal allowance of \$11.90 or at the option of the employer, be provided with a meal.
- 9.2 Employees who are required to work on a Saturday or Sunday, and work over five hours without the opportunity to take an unpaid meal break, shall either be provided with a reasonable meal by the employer or shall be paid an allowance at the rate of \$11.90

***The following entitlement to Professional Association fees is Grand-parented to those employed by Te Whatu Ora Waikato district on 1 July 2022***

#### PROFESSIONAL ASSOCIATION FEES:

In accordance with current practice, by agreement, the employer shall reimburse permanent employees the cost of membership of the NZ Hospital Pharmacists Association Inc (NZHPA) on a per annum basis,

alternatively, following agreement between the employee and the employer, up to the equivalent cost of NZHPA membership may be reimbursed as a contribution to an agreed alternative professional association if:

- a. The membership is directly relevant to the employee's duties, and
- b. The professional association does not act as the acting union for its members.

Where the employee is on a fixed term contract, or also works for another organisation or in a private practice, the employer will only be required to reimburse the cost on a pro-rata basis.



## Northland

*The following definition of 'service' is Grand-parented to those employed by Te Whatu Ora Northland district on 1 July 2022*

"Service" means:

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

The aggregate of:

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

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

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

### **RECOGNITION OF PREVIOUS SERVICE FOR COMMENCEMENT ON THE SALARY SCALES**

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

**(a) New Zealand Qualified Pharmacist**

All service as a Pharmacist = Full credit

**(b) Overseas Qualified Pharmacist**

- (i) An overseas qualified Pharmacist who meets the requirements of the registration board at the time of entry into New Zealand shall have all service credited from the date of obtaining the overseas qualification.
- (ii) Where the requirements of the registration board are not met at time of entry, service will only be counted from the commencement date of employment as a Pharmacist in New Zealand.

**(c) Pharmacy Technicians and Assistants**

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

## **3.0 HOURS OF WORK**

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

- (i) Eighty (80) hours in each two week period (14 days), worked as not more than ten (10) duties, with two periods of 2 consecutive days off. provided that for rostered shift work the ordinary hours of work may average forty (40) hours per week during a period of up to seven (7) weeks, or the applicable roster period, whichever is the lesser; or
- (ii) Eighty (80) hours in each two week period (14 days), worked as not more than ten (10) duties between 0600 and 2000 hours, Monday to Friday.

- (iii) Forty (40) hours in each week worked as not more than five (5) duties between 0600 and 2000 hours, Monday to Friday.

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

#### 9.1.1 MEAL ALLOWANCE

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

## 22.0 TRAINING/ CME

### 22.1 Training

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

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

### 22.2 Continuing Medical Education

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

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

- 22.3 Time for preparation for an employee who is required to present at meetings or in-service training shall be provided within the employee's ordinary hours of work by prior agreement.
- 22.4 On occasions where the employee is required by the employer to attend CME on a day that would not otherwise be a normal working day a study day may be taken on an alternative day that would otherwise have been a normal working day.
- 22.5 The Employer may grant employees study leave of up to three (3) months to enable them to attend courses, seminars and conferences and to undertake research or projects which are relevant to the

work of the organisation and which facilitate their growth and development. Such leave may be paid, part paid or unpaid and/or contributions may be made towards the costs.

### 5.8 ANNUAL REVIEW PROVISIONS

Any Employee party to this Agreement shall be entitled to a review of his/her salary no less frequently than 12 monthly. Any increase in salary arising from this review shall be effective from the review date.

#### 29.0 RETIRING GRATUITIES

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

#### SCALE OF MAXIMUM GRATUITIES

Period of Total Service	Maximum Gratuity
Not less than 10 years and less than 11 years	31 days' pay
Not less than 11 years and less than 12 years	35 days' pay
Not less than 12 years and less than 13 years	39 days' pay
Not less than 13 years and less than 14 years	43 days' pay
Not less than 14 years and less than 15 years	47 days' pay
Not less than 15 years and less than 16 years	51 days' pay
Not less than 16 years and less than 17 years	55 days' pay
Not less than 17 years and less than 18 years	59 days' pay
Not less than 18 years and less than 19 years	63 days' pay
Not less than 19 years and less than 20 years	67 days' pay
Not less than 20 years and less than 21 years	71 days' pay
Not less than 21 years and less than 22 years	75 days' pay
Not less than 22 years and less than 23 years	79 days' pay

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

**NOTE: These are consecutive rather than working days.**

## Southern District

- 3.3 Except in an emergency, no employee shall work more than seven consecutive duties at any one time.

6.1.3 No employee shall be required to work for more than 12 consecutive hours where their normal shift is 8 or 10 hours.

*The following entitlement to reimbursement of professional fees is Grand-parented to those employed by Te Whatu Ora Southern district on 1 July 2022*

### 20.0 REIMBURSEMENT OF PROFESSIONAL FEES

- 20.2 The employer may fund pharmacists 100% of the annual cost of membership to other professional bodies, where the employer considers it to be of benefit to the employer and the pharmacist. Approval for such funding shall be at the discretion of the employer.
- 20.3 The employer shall reimburse pharmacy technicians the full cost of annual membership of the NZ Healthcare Pharmacists Association Inc (NZHPA), and the Pharmaceutical Society of New Zealand (PSNZ)

*The following entitlement to reappointment after absence due to childcare is Grand-parented to those employed by Te Whatu Ora Southern district on 1 July 2022*

### 16.0 REAPPOINTMENT AFTER ABSENCE DUE TO CHILDCARE

16.1 Where an employee resigns from a permanent position with the employer to care for pre-school children, the employer is committed, upon application from the employee, to make every reasonable endeavour to re-employ that person where a comparable and suitable position exists within four years of the resignation, providing that the person has the necessary skills to fill the vacancy competently; then the person under these provisions shall be appointed in preference to any other applicant for the position.

- 16.3 Absence for childcare reasons will interrupt service but not break it. The period of absence will not count as service for the purpose of sick leave, annual leave, retiring leave or gratuities, long service leave or any other leave entitlements.
- 16.3 Applicants for preferential re-entry rights do not have a right of review against their non-appointment.

*The following entitlement to reimbursement to laundering of uniforms is Grand-parented to those employed by Te Whatu Ora Southern district on 1 July 2022*

### 19.0 UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT

- 19.6 Except where employees choose otherwise, all items of uniform clothing shall be laundered at the employer's expense. Dry cleaning of any items of uniform clothing will be decided on its merits by the employer.

These clauses apply to employees employed at Southern district prior to 1 July 2022.

*The following entitlement to severance is Grand-parented to those employed by Te Whatu Ora Southern district on 1 July 2022*

### 25.9 Severance (recognition of service for )

Payment will be made in accordance with the following:

- 25.9.1 For Southland Hospital Pharmacy employees as at 01 May 2012 who were employed by the Southland CHE prior to 1 July 1992 "Service" for the purposes of this sub clause means total aggregated continuous service with the employer, and any service recognised as continuous service under the employee's previous employment agreement but excludes any service which has been

taken into account for the purposes of calculating any entitlement to a redundancy/severance or similar payment from the employer.

- 25.9.2 For Southland Hospital Pharmacy employees as at 01 May 2012 who commenced employment with the Southland District Health Board after 30 June 1992 but before 01 May 2010, or with Southern DHB on or after 01 May 2010 "Service" for the purpose of this clause means current continuous service with Hospital and Health Services or Regional Health Authorities, the Southland Area Health Board, Area Health Boards, Hospital Boards and the Department of Health but excludes any service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance or similar payment from the employer.
- 25.9.3 For Dunedin Hospital Pharmacy employees as at 01 May 2012 who were employed by the Otago CHE prior to 11 September 1995 "service for the purposes of this sub clause means total aggregated service with the employer, and one or more other Crown Health Enterprises or Area Health /Hospital Boards or any University in New Zealand, but excludes any Crown Health Enterprise or Area Health/Hospital Board service which has been taken into account for the purposes of calculating any entitlements to a redundancy/severance/early retirement or similar payment.
- 25.9.4 For Dunedin Hospital Pharmacy employees as at 01 May 2012 who commenced employment with the Otago District Health Board after 11 September 1995 but before 01 May 2010, or with the Southern District Health Board on or after 01 May 2010, "Service" for the purpose of this clause means current continuous service with the Southern DHB only and it's Otago predecessors (Hospital and Health Service / Crown Health Enterprise / Area Health Board / Hospital Board) but excludes any service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance or similar payment.
- 25.9.5 For employees who commenced with Southern DHB after 01 May 2012 "service" for the purposes of this clause means current continuous service with Southern DHB and Hospital and Health Services or Regional Health Authorities, Area Health Boards, Hospital Boards and the Department of Health but excludes any service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance or similar payment from the employer.

## Westcoast

### 13.0 ON-CALL and CALL-BACK

- 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.
- 13.7 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.

### **MEAL ALLOWANCE**

- 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.

### **7.2 CALLBACK LEAVE**

Employees who are on call shall accrue an additional 8 hours annual leave for every 230 qualifying hours on call up to a maximum of 40 hours leave (1150 qualifying hours on call) per annum.

- 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.

***The following entitlement to the membership of Pharmaceutical Society is Grand-parented to those employed by Te Whatu Ora Westcoast district on 1 July 2022***

#### **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.

### **8.0 TERMS OF EMPLOYMENT**

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.

#### **MEAL ALLOWANCE**

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.

***The following restructuring entitlement is Grand-parented to those employed by Te Whatu Ora Westcoast district on 1 July 2022***

### **30 RESTRUCTURING**

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.

This clause applies to employees employed in the West Coast district on 1 July 2022.

#### **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.

***The following entitlement to Enhanced Early Retirement is Grand-parented to those employed by Te Whatu Ora Westcoast district on 1 July 2022***

#### **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



considered 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.

## Nelson Marlborough

***The following entitlement is Grand-parented to those employed by Te Whatu Ora Nelson Marlborough district on 1 October 2008***

### 1.0) Severance

Employees who commenced employment with the current employing DHB prior to 1 October 2008 will retain pre-existing severance provisions, which are more favourable than those in this clause.

## Hawkes Bay

### 1.0) Meal allowance

Any worker called upon to work overtime for more than an hour after the usual time of ceasing work on any day of the week shall be paid a meal allowance at the rate of \$11.25 (\$11.34 with effect from 1 September 2014) or, at the discretion of the Employer, be provided with a suitable meal in lieu of the aforementioned payment.

### 2.0) Discretionary Powers of the Employer to Grant Leave in Excess of the Above Prescribed Limits

Where a whole-time employee is incapacitated by sickness or injury arising out of and in the course of employment, the Employer may continue to pay full salary during incapacity for those on the PTR for a period of up to 26 weeks. Any extensions beyond 26 weeks require the approval of the Employer. The period for which salary is paid in accordance with the provisions of this sub-clause shall not be regarded as sick leave with pay for the purposes of the foregoing provisions of this clause.

### 3.0) Travel on business

When an employee is authorised by the Employer to travel on Hawke's Bay District Health Board business the following shall apply:

An employee may claim:

(a) Reimbursement of their accommodation costs on the presentation of receipts; and either an allowance of \$64.51 per day for meals and incidentals – no receipts required, or refund of actual and reasonable meal costs on production of receipts.

(b) For absences of ten hours or less an allowance of \$24.19 for meals.

(c) An employee who stays privately may claim the \$64.51 per day for meals and incidentals.

### 4.0) Service

AN EMPLOYEE EMPLOYED 28 MARCH 1994

For the purpose of this clause, the service of an employee shall be deemed to comprise all periods of his employment either with an area health or hospital board or with the following services and organisations:

- \*Public Service Departments
- \*Post Office
- \*New Zealand Railways
- \*Regular Force Service in New Zealand Armed Forces
- \*Teaching Service (except university teaching)
- \*Non-teaching service within education boards, secondary schools, tertiary education institutions (except in New Zealand universities)
- \*Broadcasting Corporation of New Zealand
- \*Fire Service Commission
- \*Legislative Department
- \*Parliamentary Counsel Office
- \*Police Force (i.e. attested constables)
- \*Security Intelligence Service
- \*Office of the Ombudsman
- \*New Zealand Foundation for the Blind
- \*Other instruments of the Crown having a close relation to Public Service conditions (as identified by the Employer);

that are continuous one with another, provided that:

(a) A period of non employment of less than one month shall not constitute a break in continuous service.

(b) Previous service with hospital or area health boards may be credited, when this service is continuous for at least one year and the period since previous employment with a hospital or area health board is no more than five years.

(c) For service in the other organisations in paragraph (b) above, continuous service of two years or more may be credited, provided that it is not more than five years since the last employment in these organisations.

(d) Previous service may also be credited with New Zealand Government Corporations and other public bodies, including New Zealand universities, outside of those in paragraph (b) above, territorial local authorities and other particular local authorities, all of whose higher salaries are subject to the jurisdiction of the Higher Salaries Commission, except for the Reserve Bank of New Zealand and Trustee Savings Banks.

Provided that, in all cases, this service is 'like for like' and of definite value in the position to which the employee is recruited in the hospital service; and

Provided further, that the employee is recruited direct and joins the hospital service within one month of ceasing his previous employment.

(e) Service with departments of the central Government of another country (or State Government with a Federal System) may be credited on the same basis as in subparagraph (d) above, except that a reasonable amount of time for the journey out to and settlement in New Zealand is permitted.

## 5.0) Previous Service for Long service Leave

1. For the purpose of this Schedule, an employee who was employed at 28 March 1994, shall be deemed to comprise all periods of employment with the following services and organisations:

Continuous service is defined as not less than six months continuous service with the following:

- \*Health Service
- \*Public Service
- \*Post Office
- \*Railways
- \*Parliamentary Service Commission formerly Legislative Department
- \*Parliamentary Counsel Office
- \*Armed Forces
- \*Police
- \*Education Boards but only in respect of officers employed in terms of the Education Authorities Employment Regulations 1982
- \*Any undertakings taken over by the Government as going concerns

2. Continuous service may be broken by periods of up to three months but any break in service of longer than three months shall debar an employee from counting the service prior to that break towards the qualifying period for long service leave. This includes periods of service over three months in an overseas post which are taken after resignation from a hospital or Area Health Board in New Zealand.

3. Leave without pay in excess of three months (including sick leave without pay) taken on any one occasion cannot be included in the 20 year qualifying period, e.g. an employee who has had in aggregate a year's leave without pay will not qualify for long service leave until 21 years of qualifying service excepting that such leave shall be included in the qualifying period where it was granted for:

- \*Standard New Zealand Government bursaries or similar Government-sponsored awards
- \*Recognised training courses
- \*Military service
- \*New Zealand Government service on secondment or otherwise in the Cook Islands, Niue or Tokelau Islands

In addition, periods of service in an overseas post while on leave without pay in excess of three months, whether on secondment or not, may qualify as service for long service leave, provided the terms and conditions governing it are determined by the appropriate New Zealand Government employing agency and provided the employee concerned has remained, throughout the overseas service, in the employment of the health service or New Zealand Government Department. Where staff have served overseas outside normal career patterns in order to carry out a New Zealand Government requirement, e.g. special aid assignments, sympathetic consideration will be given to applications for standard long service leave conditions after 20 years service, including a period overseas when an employee was serving the Government by enabling it to fulfil an international obligation.





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- 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.
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