

TE WHATU ORA

# CLINICAL PHARMACY FACILITATORS

Collective Agreement



1.01.26 - 31.12.27

 **APEX**  
Allied, Scientific and Technical

# CLINICAL PHARMACY FACILITATORS

Collective Agreement

between

**Te Whatu Ora**

and



## Contents

<b>PART 1:</b>	<b>AGREEMENT FORMALITIES</b>	4
1.1	PARTIES	4
1.2	VARIATION OF AGREEMENT	4
1.3	COMPLETENESS/SAVINGS	4
1.4	TEMPORARY EMPLOYMENT AGREEMENTS	4
1.5	TERM OF AGREEMENT	4
1.6	HEALTH AND SAFETY	4
<b>PART 2:</b>	<b>REMUNERATION &amp; GRADINGS</b>	5
2.1	DEFINITIONS	5
2.2	POSITION DEFINITIONS	5
2.3	SALARY SCALES	7
<b>PART 3:</b>	<b>HOURS OF WORK AND RELATED PROVISIONS</b>	8
3.1	STATEMENT OF INTENT	8
3.2	MONDAY TO FRIDAY WORKERS	8
3.3	FLEXIBILITY	8
3.4	CHANGING TIMES	
3.5	VARIATION TO HOURS OF WORK REQUIREMENTS	
3.6	HIGHER DUTIES ALLOWANCE	8
3.7	MEAL PERIODS AND REST BREAKS	9
3.8	TIME IN LIEU	9
<b>PART 4:</b>	<b>LEAVE AND HOLIDAYS</b>	9
4.1	HEALTH AND WELLNESS	9
4.2	ANNUAL LEAVE	9
4.3	PUBLIC HOLIDAYS	10
4.4	LONG SERVICE LEAVE	10
4.5	SICK LEAVE	
4.6	PRIMARY CARER LEAVE AND REAPPOINTMENT AFTER CHILDCARE	12
4.7	JURY SERVICE LEAVE	14
4.8	BEREAVEMENT/ TANGIHANGA LEAVE	15
4.9	FAMILY VIOLENCE LEAVE	15
<b>PART 5:</b>	<b>PROFESSIONAL DEVELOPMENT</b>	15
5.1	REFUND OF ANNUAL PRACTISING CERTIFICATE/PROFESSIONAL MEMBERSHIP FEES	15
5.2	PROFESSIONAL ADVISOR	15
5.3	TRAINING	16
5.4	STUDY LEAVE/ EDUCATION LEAVE AND EXPENSES	16
<b>PART 6:</b>	<b>PROTECTIVE CLOTHING AND EQUIPMENT</b>	16
6.1	PROTECTIVE CLOTHING/DAMAGED CLOTHING	16
6.2	EQUIPMENT	16
<b>PART 7:</b>	<b>ENDING EMPLOYMENT</b>	16
7.1	NOTICE PERIOD	16
7.2	REDUNDANCY	17
7.3	TECHNICAL REDUNDANCY	17
<b>PART 8:</b>	<b>MISCELLANEOUS</b>	18
8.1	TRANSPORT	18
8.2	TRAVELLING ON BUSINESS	18
8.3	TRANSFER OF LOCATION	18
8.4	TRANSPORT OF INJURED EMPLOYEES	18
8.5	INDEMNITY	18
8.6	EMPLOYEE ACCESS TO PERSONAL INFORMATION	19
8.7	OVERPAYMENT RECOVERY PROCEDURES	19

<b>PART 9:</b>	<b>UNION RECOGNITION</b>	<b>19</b>
9.1	STATEMENT OF INTENT	19
9.2	DELEGATE IDENTIFICATION AND FUNCTION	19
9.3	DEDUCTION OF UNION FEES	20
9.4	WORKPLACE MEETINGS	20
9.5	UNION REPRESENTATIVE'S LEAVE	20
9.6	PASS ON CLAUSE	20
<b>PART 10:</b>	<b>EMPLOYMENT RELATIONSHIP PROBLEMS</b>	<b>20</b>
10.1	STATEMENT OF INTENT	20
10.2	DEFINITIONS	20
10.3	RAISING EMPLOYMENT RELATIONSHIP PROBLEMS	21
10.4	TIME LIMIT ON RAISING A PERSONAL GRIEVANCE	21
10.5	MEDIATION	21
10.6	EMPLOYMENT RELATIONS AUTHORITY	22
<b>PART 11:</b>	<b>CONSULTATION, COOPERATION AND CHANGE</b>	<b>22</b>
11.1	STATEMENT OF INTENT	22
11.2	MANAGEMENT OF CHANGE	22
11.3	EMPLOYEE PROTECTION PROVISION	22
11.4	STAFF SURPLUS	23
11.5	NOTIFICATION	23
11.6	OPTIONS	23
11.7	RECONFIRMATION IN POSITION	23
11.8	ATTRITION	24
11.9	REDEPLOYMENT	24
11.10	LEAVE WITHOUT PAY	24
11.11	RETRAINING	24
11.12	SEVERANCE	25
11.13	JOB SEARCH	25
11.14	COUNSELLING	25

## **PART 1: AGREEMENT FORMALITIES**

### **1.1 PARTIES**

The parties to this agreement will be:

- Health New Zealand – Te Whatu Ora – (hereinafter referred to as the Employer); and
- The Association of Professional and Executive Employees (hereinafter referred to as the "union" or APEX).

#### **1.1.1 APPLICATION OF AGREEMENT**

This Agreement shall apply to all members of APEX who are employed by Te Whatu Ora – Health New Zealand Te Matau a Māui Hawkes Bay, and its successors in the following positions:

Registered Pharmacists employed as Clinical Pharmacist Facilitators or as a Trainee Clinical Pharmacist Facilitator and any employee employed as the aforementioned but who from time to time may use different titles.

### **1.2 VARIATION OF AGREEMENT**

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

### **1.3 COMPLETENESS/SAVINGS**

This Agreement supersedes all terms and conditions in previous agreements.

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

### **1.4 TEMPORARY EMPLOYMENT AGREEMENTS**

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

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.

### **1.5 TERM OF AGREEMENT**

This Agreement comes into force on 1 January 2026 and expires on 31 December 2027.

### **1.6 HEALTH AND SAFETY**

Together we are committed to doing all that is reasonably practicable to provide a workplace free from risk of serious harm for employees, and anyone else affected by our activities. To achieve this, our workplace policies, procedures, practice, and environments are designed with safety and wellbeing in mind.

The organisation's health and safety duties include: Providing and maintaining a safe working environment for employees and other in the workplace.

- Providing and maintain facilities for the welfare of the employee while at work
- Providing all necessary training and instructions to employees
- Making sure machinery and equipment is safe

- Making sure working arrangements are not hazardous
- Providing procedures to deal with work emergencies
- Making sure health and safety employee engagement and participation processes are in place
- Consulting and cooperating with other businesses operating in the same workplace(s) to keep everyone safe and healthy

Employees are required to follow the employer's health and safety rules and procedures. Employees will take reasonable care to look after their own health and safety at work, their fitness for work, and the health and safety of others.

Examples of how employees can take reasonable care include:

- Following all reasonable health and safety rules and instructions
- Participating in health and safety discussions
- Exercising their right to refuse to do unsafe work
- Taking reasonable care that their actions (or inactions) do not cause harm, or risk of harm, to themselves or others
- Not reporting for duty under the influence of alcohol or drugs that impair their performance or fitness for work
- Wearing all necessary personal protective equipment and clothing.

You must report any potential risks, incidents and near misses so the organisation can investigate, and eliminate or minimise harm or risk of harm.

## **PART 2: REMUNERATION & GRADINGS**

### **2.1 DEFINITIONS**

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

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

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

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

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

### **2.2 POSITION DEFINITIONS**

The following position definitions shall apply:

A 'Trainee Clinical Pharmacist Facilitator' is a person who is undergoing practical training as a Clinical Pharmacist Facilitator, is registered in terms of the Health Practitioners Competence Assurance (HPCA) Act 2003 with the Pharmacy Council of New Zealand, has a senior CPF mentor and is undertaking post graduate study towards being competent for appointment to a clinical pharmacy facilitators role and is employed by the employer

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

## SALARY SCALES

Clinical Pharmacist Facilitator

### 2.3 SALARY SCALES

	2 April 2025	5 January 2026	4 January 2027	
14	\$146,260	\$149,917	\$152,915	M/DP
13	\$142,140	\$145,694	\$148,607	M/DP
12	\$138,020	\$141,471	\$144,299	M/DP
11	\$134,930	\$138,303	\$141,069	M/DP
10	\$131,840	\$135,136	\$137,839	M/DP
9	\$129,265	\$132,497	\$135,147	M/DP
8	\$126,690	\$129,857	\$132,454	APS
7	\$124,115	\$127,218	\$129,762	A
6	\$121,540	\$124,579	\$127,070	A
5	\$118,965	\$121,939	\$124,378	A
4	\$116,390	\$119,300	\$121,686	A
3	\$113,300	\$116,133	\$118,455	A
2	\$110,210	\$112,965	\$115,225	A
1	\$107,600	\$110,290	\$112,496	A

A = Annual Progression

APS = Additional Progression Step

M/DP = Merit Progression & Designated Positions

#### OPERATION OF THE SALARY SCALE

- 2.3.1 Appointment to a starting step for new Clinical Pharmacy Facilitators will be to one of the automatic steps and be based on their experience as a pharmacist.
- 2.3.2 Automatic annual increments will continue for those on automatic progression steps 1-7, effective on the anniversary date of the individual.
- 2.3.3 Where an individual has been on the top automatic step (Step 7) for 12 months or more, they may progress to Step 8 (APS) on successful completion of mutually agreed objective(s) which are prospectively set.
- i. These objectives should align with the individual's experience and service needs. The objectives is available to all employees and will not have the same higher-level requirements or expectations of merit steps (steps 9+) as outlined in the merit progression document.
  - ii. The employee is responsible for initiating the process by writing to their team leader/manager to arrange a meeting to set objectives.
  - iii. 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.
  - iv. The assessment shall commence 12 months after the objectives have been set with any movement arising from this assessment being backdated to the 12 months from the date the employee wrote to his/her team leader/manager

- 2.3.4 Steps 9 -14 are merit/designated steps. Placement of roles on these steps is subject to the provisions of the Health New Zealand | Te Whatu Ora Clinical Pharmacist Facilitator (CPF) Career Framework, or the APEX and Te Whatu Ora Te Matau a Māui Clinical Pharmacist Facilitator (CPF) Merit Progression Criteria, as appropriate.
- 2.3.5 Designated roles are decided at the discretion of the manager in discussion with the one-up manager and Director of Allied Health as required for the service, and made available for all to apply for in a transparent way
- 2.3.6 Out of Cycle Progression

The parties acknowledge that the standard arrangements in the sector provide for annual step-by-step movement through the applicable automatic progression range in the salary scale.

The parties acknowledge that nothing in the collective agreement precludes movement through the salary steps more rapidly than by annual increment (e.g. if indicated by advanced job content, skill shortage, responsibilities of the position, or the employee's level of performance). Such progression is not mandated and is at the discretion of the employer.

Lastly, the parties acknowledge that such occasions should be rare, and that any out of cycle salary adjustments can create inequities between staff who have similar qualifications, experience and performance in their role.

### **PART 3: HOURS OF WORK AND RELATED PROVISIONS**

#### **3.1 STATEMENT OF INTENT**

Both the employer and its employees are committed to the development of quality health services. This requires that work patterns are established in a flexible and efficient manner to manage the demand for services. We are both committed to managing workloads and work time which maximises efficiency, achieves goals and which results in realistic workload expectations.

#### **3.2 MONDAY TO FRIDAY WORKERS**

- (a) The ordinary weekly hours of work for employees employed on a full-time basis shall be 40 hours per week between the hours of 0800 to 1700 Monday to Friday. This would normally consist of five eight-hour duties. Where parties agree to alternative arrangements, such agreements shall be in writing.

Salary will be payable in arrears, by equal fortnightly instalments.

- (b) Payment will be by direct credit to your nominated bank account.

#### **3.3 FLEXIBILITY**

During pregnancy, an employee may request a change to their work pattern. 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.

Employees with health concerns may request a change to their work pattern. This may be supported by advice from a health professional. If the advice recommends a change to their work pattern, shifts worked or number of hours, arrangements are agreed between the line manager and the employee. An employee who makes a request for flexible working arrangements shall have their request considered in accordance with Part 6AA of the Employment Relations Act.

#### **3.4 VARIATION TO HOURS OF WORK REQUIREMENTS**

##### **Occasional Variations**

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

### 3.5 HIGHER DUTIES ALLOWANCE

- (a) Where a Clinical Pharmacist Facilitator is temporarily appointed or seconded to a higher graded position for a period of 5 or more consecutive working days the employee will receive a higher duties allowance for the whole period of that appointment.
- (b) The higher duties allowance payable shall be the difference between the current salary of the employee acting in the higher position and the minimum salary the employee would receive if appointed to that position.

NOTE: leave taken during the qualifying period does not count towards the 5 days.

### 3.6 MEAL PERIODS AND REST BREAKS

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

### 3.7 TIME IN LIEU

- (a) Time off in lieu of overtime payment may occur but only by agreement between the employee and their manager.
- (b) Such time off in lieu must be taken within a three-month period or the option of time off in lieu will lapse.
- (c) The employee and their manager have a joint responsibility to manage the time off in lieu of overtime.
- (d) Time off in lieu will not be forfeited in the situation where it is agreed that the workload does not allow the time off in lieu to be taken.

## PART 4: LEAVE AND HOLIDAYS

### 4.1 HEALTH AND WELLNESS

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

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

### 4.2 ANNUAL LEAVE

#### 4.2.1. The following provision shall apply for annual leave:

- (a) Employees, other than casuals, shall be entitled to 4 weeks annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause, except that on completion of five years recognised service the employee shall then be entitled to 5 weeks annual leave per annum.
- (b) On completion of five years continuous service you will be entitled to five weeks' annual leave. For the purpose of this agreement 'continuous service' means current continuous service with Health New Zealand and/or District Health Boards and their predecessors (Hospital and Health Services, Crown Health Enterprises, Regional Health Authorities, Health Funding Authority, Area Health Boards and Hospital Boards), provided that service is not broken by an absence of more than three months.

- (c) Conditions
- (i) The term 'leave year' means the year ending with the anniversary date of the employee's appointment.
  - (ii) For the purpose of this clause, the service of an employee shall be deemed to comprise all periods of employment with this Employer and its predecessors.
  - (iii) The Employer may permit an employee to take annual leave in one or more periods.
  - (iv) The Employer may permit all or part of the annual leave accruing in respect of a leave year to be postponed to the next following year, but the annual leave entitlement at any one time shall not exceed the total of annual leave accruing in respect of two leave years.

**4.2.2.** Payment in lieu of annual leave for some casual employees – casual employees shall be paid 8% of gross taxable earnings in lieu of annual leave, to be added to each fortnightly or weekly wage payment, where they meet the requirements of s.28 of the Holidays Act 2003

#### **4.3 PUBLIC HOLIDAYS**

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

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

- New Year's Day
- 2 January
- Waitangi Day
- Good Friday
- Easter Monday
- ANZAC Day
- Matariki
- Sovereign's Birthday
- Labour Day
- Christmas Day
- Boxing Day
- Anniversary Day (as observed in the locality concerned)

#### **4.4 LONG SERVICE LEAVE**

An employee shall be entitled to long service leave of one week upon completion of a five-year period of recognized 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.

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.

Leave without pay in excess of three months taken on any one occasion will not be included in the 5-year qualifying period, with the exception of Parental Leave.

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

In 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.

## 4.5 SICK LEAVE

### 4.5.1 For all employees the following provisions shall apply for sick leave:

(a) Schedule of Applicability

- (i) In accordance with the Holidays Act (2003) (as amended) on appointment an employee shall be entitled to ten (10) working days leave for sickness during the first twelve months of employment, and up to an additional ten (10) working days for each subsequent twelve-month period. The maximum accumulation of unused sick leave is 260 working days.

The employee shall be paid for minimum statutory sick leave entitlements as prescribed in the Holidays Act 2003. Additional contractual or discretionary sick leave that is taken shall be paid at the normal rates of pay (T1 rate only).

(ii) **ADDITIONAL DISCRETIONARY SICK LEAVE**

In the event an employee has no entitlement left, they are entitled to apply for up to ten 10 days' discretionary leave per annum. The employer recognises that discretionary sick leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted. The first five (5) days of discretionary leave shall be approved on the same basis as leave under clause 17.1.

In considering the next five (5) days' 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

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

- (iii) Sick leave not used in the year in which it is granted may be accumulated for use in subsequent years up to a maximum of 260 days.

### 4.5.2

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

### 4.5.3

- (a) The employer may grant an employee leave on pay as a charge against sick leave entitlement when the employee must stay at home to attend to a member of the household who through illness becomes dependent on the employee. This person would in most cases be the employee's child or partner but may be another member of the employee's family or household.
- (b) The production of a medical certificate or other evidence of illness may be required.

#### 4.5.4 Sick Leave in Relation to Annual Leave

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

#### 4.5.5 Computation of Part-Day Absences

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

- (a) Absent for whole morning - ½ day's sick leave
- (b) Absent for whole afternoon - ½ day's sick leave
- (c) Absent for less than two hours during the day - no deduction
- (d) Absent for two hours and up to six hours during the day - ½ day's sick leave
- (e) Absent over six hours during the day - one day's sick leave.

#### 4.5.6 Leave Without Pay in relation to Sick Leave

An employee who is granted leave without pay and who remains in the service of the organisation will have such leave included in determining sick leave entitlement.

### 4.6 PRIMARY CARER LEAVE AND REAPPOINTMENT AFTER CHILDCARE

The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following primary carer leave as job protection. The employer will implement the relevant processes to meet the requirements of the current provisions in the relevant Act. The provisions of the Parental Leave and Protection Act 1987 and its amendments including the Parental Leave and Protection (Paid Parental Leave) Amendment Act 2002 will apply. Primary carer leave is leave without pay.

Further information in relation to Parental Leave and Paid Parental Leave is available from the Company Policy, your Manager and from MBIE.

#### 4.6.1 Entitlement and Eligibility

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

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

Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the Employer.

- (iii) The maximum period of primary carer leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not only one or both partners are employed by the Employer.
- (e) In cases of adoption of children of less than six years of age, primary carer leave shall be granted in terms of (c) and (d) above, immediately following advice the employee shall provide the Employer with adequate notice of the intention to adopt and the likely timeframe.
- (f) Employees intending to take primary carer leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner certifying the expected date of delivery. The provision may be waived in the case of adoption.
- (g) An employee absent on primary carer 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 primary carer leave that, if they fail to notify the Employer of their intention to return to work or resign, they shall be considered to have abandoned their employment.

(h) Job Protection:

- (i) Subject to (i) below, an employee returning from primary carer leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing primary carer leave. A similar position means a position:

At the equivalent salary, grading; At the same weekly hours of duty; In the same location or other location within reasonable commuting distance; and involving responsibilities broadly comparable to those exercised in the previous position.

- (ii) Where applicable, employees shall continue to be awarded increments when their incremental date falls during absence on primary carer leave.

- (i) (i) The Employer must, as a first preference, hold the employee's position open or fill it temporarily until the employee's return from primary carer leave. In the event that the employee's position is a 'key position' (as defined in Section 41(2) of the Parental Leave and Employment Protection Act 1987), the Employer may fill the position on a permanent basis.

- (ii) Where the Employer is not able to hold a position open, or to fill it temporarily until an employee returns from primary carer 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 (h)(i) above) is not available, the Employer may approve one of the following options:

- (l) an extension of primary carer leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or

- (2) 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 primary carer leave as in (i)(ii)(l) above for up to 12 months; or
  - (3) 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 primary carer leave in terms of (i)(ii)(l) above for up to 12 months; provided that, if a different position is accepted and within the period of extended primary carer leave in terms of (i)(ii)(l), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or
  - (4) Where extended primary carer leave in terms of (i)(ii)(l) above expires, and no similar position is available for the employee, the employee shall be declared surplus under Clause 7.2 of this Agreement.
- (j) If the employee declines the offer of appointment to the same or similar position in terms of sub-clause (h) (i) above, primary carer leave shall cease.
- (k) Where, for reasons pertaining to the pregnancy, an employee on medical advice and with the consent of the Employer, elects to work reduced hours at any time prior to confinement, then the guaranteed proportion of fulltime employment after primary carer leave shall be the same as that immediately prior to such enforced reduction in hours.
- (l) Paid Primary carer Leave - Where an employee takes primary carer leave under this clause, meets the eligibility criteria in 4.5.2 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid primary carer 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.

The payment shall be made at the commencement of the primary carer 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 primary carer leave.

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

Where 4.5.2(d) (iii) applies and both partners are employed by the Employer, the paid primary carer leave top up will be made to only one employee, being the employee who has primary care of the child.

Employees who commence primary carer leave prior to 1 April 2012, shall retain their entitlement, if any, to the previous primary carer leave payment in place of the above arrangements.

Primary carer leave absence filled by temporary appointee. If a position held open for an employee on primary carer 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 primary carer leave.

- (m) The Employer will pay all outstanding leave to an employee immediately prior to going on primary carer leave. An employee may request the holding back of the following annual leave:

For up to and including 12 months primary carer leave - Up to 2 weeks annual leave; For over 12 months primary carer leave - up to 1 week annual leave.

#### **4.6.3 Reappointment after Childcare**

If an employee resigns to care for a dependant pre-school child, they may request preferential reappointment for a period up to four years from their resignation. This request must be made in writing to the Employer, who will endeavour to accommodate this request.

#### **4.7 JURY SERVICE LEAVE**

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

- (a) Employees called on for jury service are required to serve. Where the need is urgent, the Employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.
- (b) An Employee called on for jury service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain the juror's fees (and expenses paid).
- (c) Where leave on pay is granted, a certificate is to be given to the employee by the Employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to the Employer but may retain expenses.
- (d) Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable.

#### **4.8 BEREAVEMENT/TANGIHANGA LEAVE**

4.8.1 The Employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). The length of time off shall be at the discretion of the Employer, and will be exercised in accordance with the Holidays Act 2003.

4.8.2 If bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of 4.7.1 above. This provision will not apply if the employee is on leave without pay.

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

#### **4.9 FAMILY VIOLENCE LEAVE**

In accordance with the Domestic Violence – Victims Protection Act 2018, the parties agree that:

4.9.1 Under clause 72E of the Act (“Employee must notify employer of intention to take domestic family violence leave”) the employee shall be entitled to chose the manager to whom they feel comfortable in making an application, and that manager shall keep information pertaining to that application confidential other than any reasonable disclosure necessary for the application of the Acts provisions and employer’s business.

- 4.9.2 The employer will not keep records past what is reasonably required to comply with the provisions of the Act, whether on the employee's personnel file or anywhere else, of any personal information or discussions concerning family violence without the express agreement of the affected employee.

## **PART 5: PROFESSIONAL DEVELOPMENT**

### **5.1 REFUND OF ANNUAL PRACTISING CERTIFICATE/PROFESSIONAL MEMBERSHIP FEES**

- (a) Where it is a statutory requirement for an employee to hold an annual practising certificate (APC) in order to practice that profession with the Employer the cost of the APC shall be refunded to the employee.
- (b) Where it is a requirement of the job for an employee to belong to the relevant pharmacy body the Employer shall refund the cost of membership of that society.
- (c) Reflecting the requirements of the work performed by employees covered by this Agreement, the Employer shall refund the cost of membership of two (2) relevant and agreed professional associations. Requests to refund the cost of further professional association memberships shall be considered on a case-by-case basis based on necessity, at the sole discretion of the employer.

### **5.2 PROFESSIONAL ADVISOR**

- (a) The Employer recognises the important role played by the professional advisors within the organisation in providing advocacy for quality standards and service delivery, support for staff to increase skills and competencies and to liaise with appropriate organisation to ensure access for staff to professional development.
- (b) The Employer will ensure professional advisors are recognised for their contributions by appropriate remuneration and access to required professional development opportunities.

### **5.3 TRAINING**

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

- (a) The employer shall reimburse 50% of the costs upon production of receipts the other 50% costs will be reimbursed on production of evidence of successful completion.
- (b) Attendance at such training is 'work' and time so spent shall be paid. (An example is the Pharmacist Prescribing qualification)

### **5.4 STUDY LEAVE/ EDUCATION LEAVE AND EXPENSE**

- (a) The employer is committed to continuing education and the ongoing professional development of its employees.
- (b) To ensure we continue to develop a skilled workforce the employer will support Clinical Pharmacist Facilitators through the prescriber training course.
- (c) The employer retains the right to limit the number undertaking prescriber training per annum

## **PART 6: PROTECTIVE CLOTHING AND EQUIPMENT**

### **6.1 PROTECTIVE CLOTHING/DAMAGED CLOTHING**

- (a) Protective clothing and safety equipment will be provided to employees where the nature of work requires it and to enable them to perform their duties in a safe and appropriate manner.

- (b) Employees will be compensated for damage to personal property worn on duty, or reimbursed dry cleaning costs for excessive soiling, as long as the damage or soiling was not because of their negligence or failure to wear protective clothing provided. Each case shall be determined on its own merit by the manager.

## 6.2 EQUIPMENT

- (a) The employer will provide all equipment required to perform your duties including an appropriate smartphone or similar device, a laptop and any required software, as well as suitable office furniture as may be required.

## PART 7: ENDING EMPLOYMENT

### 7.1 NOTICE PERIOD

- (a) Not less than 4 weeks' notice shall be given by either the employee or by the employer to terminate employment.
- (b) Where the required notice is not given, the party terminating the service shall pay or forfeit a sum equivalent to the wages for the unexpired period of notice.

Where an employee is absent from work for more than three working days without notification to the Employer, the employee shall be observed to have abandoned their employment without notice. The employer shall endeavour to contact the employee during this period. Where the employee has made reasonable efforts to contact the employer, the employee will not be deemed to have terminated their employment without notice.

### 7.2 REDUNDANCY

When the Employer or part thereof is restructured or reorganised as per Part 11 and redundancies result, payment will be made as follows:

Duration of employment	Percentage of basic salary (TI rate only) for preceding 12 months
For first year of employment	12
For second and subsequent years of service (to max. of 19)	4
Where total aggregate service less than 20 years, for each month in addition to complete years' service	0.333
Month in lieu of notice (if applicable)	8.33

**Note** The total amount paid under this provision shall not exceed the basic salary (TI rate only) an employee would have received between their cessation and the date of their retirement.

Nothing in this agreement shall require the employer to pay compensation for redundancy where as 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.

### 7.3 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 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.

## PART 8: MISCELLANEOUS

### 8.1 TRANSPORT

When a Employer supplied vehicle is not available and a manager authorises an employee to use their own vehicle to travel in connection with their employment, they shall be reimbursed in accordance with IRD rates.

### 8.2 TRAVELLING ON BUSINESS

When an employee is authorised by the manager to travel on the employer's business, including attendance at meetings or on committees on the employer's behalf, 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.
- (d) Wherever possible the employee shall travel for the employer's business during ordinary working hours. Where travel is required outside of ordinary working hours the employee shall receive Time Off in Lieu (TOIL). Any TOIL arrangement should be agreed prior to travel and taken up within a reasonable timeframe.

### 8.3 TRANSFER OF LOCATION

Employees who are transferring at the convenience of the Employer shall be entitled to actual and reasonable expenses incurred in the transfer to the new location; on such basis as is agreed between the parties prior to transfer

#### **8.4 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 s/he is transported, and claim reimbursement from the Employer

#### **8.5 INDEMNITY**

The Employer agrees to indemnify employees for actions brought against them in respect of any act or omission where the employees acted in good faith and did not act improperly in the course of their employment.

Where an employee, while acting in the course and within the scope of their employment, requires legal representation this will be provided and paid for the Employer.

Indemnity or legal representation shall not apply to employees acting outside the course and scope of their employment.

#### **8.6 EMPLOYEE ACCESS TO PERSONAL INFORMATION**

Attention is drawn to the Privacy Act 2020. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.

#### **8.7 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.

#### **8.8 PATIENT RESOURCES**

Where there is a requirement for the sourcing and supply of resources for patients (such as information booklets), these shall be provided by the employer. The parties will work collaboratively to identify requirements and minimise costs (such as making bulk orders of commonly required resources). Where the purchase or procurement of resources is not facilitated directly by the employer, pre-approval from the employer is required in order to receive reimbursement.

### **PART 9: UNION RECOGNITION**

#### **9.1 STATEMENT OF INTENT**

The parties to this Agreement accept that change in the Health Service is necessary in order to ensure the efficient and effective delivery of health services.

- (a) The parties recognise that they have a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard.
- (b) The involvement of employees should contribute to:
  - (i) Improved decision-making.
  - (ii) Greater co-operation between the parties to this Agreement.
  - (iii) More harmonious, effective, efficient, safe and productive workplace.

## **9.2 DELEGATE IDENTIFICATION AND FUNCTION**

'Delegate' means an employee who is nominated by union members to act as a representative between the members and the Union within a particular workplace. Proxy delegates may be appointed from time to time as appropriate.

Names of delegates will be formally advised by letter to management after each election or change in representation. Management will ensure that names of delegates are given to appropriate staff. Delegates will be part of the Clinical Pharmacist Facilitators induction process for new employees. The delegates will make themselves known to new employees, who will be given the opportunity to discuss the benefits of union membership should they so wish.

It is recognised that some time off will be required to carry out activities provided for. Accordingly, paid time off shall be allowed for recognised union delegates to attend meetings with management, consult with union members, and other recognised union delegates and officials, to consult and discuss those issues addressed in this clause, specifically effectiveness studies, management of change, staff surplus, and options for resolving staff surplus.

The Employer accepts that union Advocate is the recognised channel of communication between the union and the Employer in the workplace.

## **9.3 DEDUCTION OF UNION FEES**

The Employer shall deduct union fees from the wages/salaries of members of the APEX Union, when authorised in writing by members. The Employer will provide the union, on a quarterly basis, lists of members specifying also occupations and workplaces. The Employer also agrees to provide number of employees covered by this document.

## **9.4 WORKPLACE MEETINGS**

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

Only Union members who actually attend a Union meeting shall be entitled to pay in respect of that meeting, and to that end the Union shall the Employer with a list of members who attended and shall advise the Employer of the time the meeting finished.

## **9.5 UNION REPRESENTATIVE'S LEAVE**

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

## **9.6 PASS ON CLAUSE**

Where this agreement is automatically passed on, a four-month delay shall be applied to the effective date of the first increase to base rates. This clause shall not preclude individual negotiation of terms and conditions.

## PART 10: EMPLOYMENT RELATIONSHIP PROBLEMS

### 10.1 STATEMENT OF INTENT

It is in the nature of workplace relationships that problems will arise from time to time. The processes set out in this clause are based on the provisions of the Employment Relations Act 2000 and are designed to ensure that problems are addressed in a timely manner through a fair and transparent process. The parties wish to ensure that workplace relations do not become litigious and wherever possible reach a practical and mutually acceptable outcome. The Employer also accepts that employees have a right to support and representation throughout. The Employer will ensure that the processes used respect the culture of the employee. The clause below sets out how employment relationship problems are to be resolved.

### 10.2 DEFINITIONS

An 'employment relationship' problem includes:

- (a) has been unjustifiably dismissed; or
- (b) has had their employment, or their conditions of employment, affected to their disadvantage by some unjustifiable action by the employer; or
- (c) has been discriminated against in their employment; or
- (d) has been sexually harassed in their employment; or
- (e) has been racially harassed in their employment; or
- (f) has been subjected to duress in relation to union membership; or
- (g) has been treated adversely in their employment is, or is suspected or assumed or believed to be, a person affected by family violence; or
- (h) has been disadvantaged because the employer has failed to comply with Part 6A of the Employment Relations Act 2000; or
- (i) has been disadvantaged because their employment agreement is not in accordance with section 67C, 67D, 67G, 67H or the Employment Relations Act 2000; or
- (j) (i) has been disadvantaged by the employer contravening section 67F or 67G(3) of the Employment Relations Act 2000; or
- (k) has been affected because the employer has;
  - (i) engaged in adverse conduct for a prohibited health and safety reason; or
  - (ii) contravened section 92 of the Health and Safety at Work act 2015; or
- (l) Has been affected by the employer retaliating, or threatening to retaliate, against the employee in breach of section 21 of the Protected Disclosures (Protection of Whistleblowers) Act 2022 (because the employee intends to make or has made a protected disclosure)

**Note** The terms used in this clause have precise legal meanings, which are set out in detail in the Employment Relations Act. Employees who believe they have a personal grievance should seek the advice of the relevant union by approaching their delegate or organiser first.

A 'dispute' is a disagreement over the interpretation or application of an employment agreement.

### 10.3 RAISING EMPLOYMENT RELATIONSHIP PROBLEMS

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

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

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

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

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

#### **10.4 TIME LIMIT ON RAISING A PERSONAL GRIEVANCE**

An employee who believes he/she has personal grievance must make the Employer aware of the grievance within 90 days of the grievance arising (or of the employee becoming aware that he/she has a grievance). The exception to this is where the alleged action relates to sexual harassment, whereby the notifying period is 12 months.

#### **10.5 MEDIATION**

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

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

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

#### **10.6 EMPLOYMENT RELATIONS AUTHORITY**

If the problem is not resolved by mediation, it may be referred to the Employment Relations Authority for investigation and determination.

**Note** The powers of the Employment Relations Authority, and the remedies it may award, are set out in details in the Employment Relations Act 2000. Union parties to this agreement can advise and assist further on these procedures,

### **PART 11: CONSULTATION, COOPERATION AND CHANGE**

#### **11.1 STATEMENT OF INTENT**

It is recognised that ongoing changes are necessary to ensure the continuing quality of health services.

The Employer will consult when introducing change in order to seek solutions that consider the interests of the various groups involved. Information will be shared freely within the organisation and will be communicated in time for affected employees to be involved in the consultative process.

All participants in the process have an equally valuable contribution to make to the process of managing change. A partnership in this process is highly desired.

#### **11.2 MANAGEMENT OF CHANGE**

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

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

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

### **11.3 EMPLOYEE PROTECTION PROVISION**

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

Where possible, you will be consulted about any proposed transfer prior to any final decision being made. If the person acquiring the business wishes to employ you, we will do our best to ensure that the offer and the details of the transfer process are communicated to you within a reasonable timeframe. If the person acquiring the business does not wish to employ you, or if you do not wish to accept an offer from that person, we will meet with you, also within a reasonable timeframe, to discuss your entitlements and options under this agreement.

### **11.4 STAFF SURPLUS**

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

### **11.5 NOTIFICATION**

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

During this period, the Union and the Employer will meet to reach agreement on the options appropriate to the circumstances. Where employees are to be relocated, at least three months' notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the Union and the Employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

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

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

- (c) On a case by case basis, enhanced early retirement may be an option for eligible staff, as per the provisions of clause 7.2.

## 11.6 OPTIONS

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

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

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

## 11.7 RECONFIRMATION IN POSITION

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

## 11.8 ATTRITION

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

## 11.9 REDEPLOYMENT

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

- (a) 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:

- (i) A lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
  - (ii) 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).
- (b) Transfer provisions may apply.
  - (c) 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.
  - (d) The redeployment may involve employees undertaking some on-the-job training.

## 11.10 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 primary carer or sick leave.

### **11.11 RETRAINING**

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

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

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

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

### **11.12 SEVERANCE**

After all other options have been explored through with the employee. See Clause 7.2 - Redundancy.

### **11.13 JOB SEARCH**

The Employer should assist surplus staff to find alternative employment by allowing them a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the Employer being notified of the time and location of the interview before the employee is released to attend it.

### **11.14 COUNSELLING**

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

## What does APEX do?

- We negotiate **collective agreements** for employees in both the **public and private sectors**, and we enforce those agreements to ensure our members get their rightful entitlements.
- We provide members with general **employment advice**. This includes information about your employment rights under legislation and common law, your collective agreements, pay, and any disputes that may 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 **400 delegates** in workplaces around NZ, providing them with training and access to professional advice whenever they need it. Our delegates are readily available to you in the workplace and serve as a critical link between members and the professional advocates and staff employed by APEX.
- We produce **reports and newsletters** to keep you up to date with what's happening in your world, the wider Allied Scientific and Technical Health Practitioners space, and the broader 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 on industrial matters but also on health policy, health and safety issues, and to promote the invaluable work you perform.

To join, find your delegate or see your fee structure, visit our website [apex.org.nz](https://apex.org.nz)





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