Nelson Marlborough Health

And

APEX

Association of Professionals and Executive Employees

PHARMACY

COLLECTIVE EMPLOYMENT AGREEMENT

1 Nov 2017 to 31 October 2020

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1.0 AGREEMENT FORMALITIES

- **Parties**

In accordance with the Employment Relations Act 2000 this collective agreement is made:

Between:

Nelson Marlborough District Health Board (hereinafter referred to as "the employer" or Nelson Marlborough Health)

and

Association of Professional and Executive Employees ('the Union' or 'APEX')

2.0 Coverage

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.

3.0 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.

4.0 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.

5.0 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. 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 Health Board" (DHB) means Nelson Marlborough Health established as a District Health Board under Section 15 of the NZ Public Health and Disability Act 2000.

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 Nelson Marlborough Health as the employer of the particular employee.

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.

"Pharmacist Intern" means an employee who holds a bachelor 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.

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 e.g. leave; 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 temporary 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.

"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.

Service means the current continuous service with the employer and its predecessors (Hospital and Health Services, Crown Health Enterprises, Regional Health Authority, Health Funding Authority, Area Health Board and Hospital Board), except where otherwise defined in the applicable clause. As of the 1 November 2007 service will transfer between DHBs. 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.

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

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.

6.0 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

(i) 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

(ii) Eighty (80) hours in each two week period (14 days), worked as not more than ten (10) duties between 0630 and 1800 hours, Monday to Friday.

(iii) Forty (40) hours in each week worked as not more than five (5) duties between 0630 and 1800 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:

(i) The times of the day for which an employee is required to be available for the ordinary duty hours of work and
(ii) The days of the week for which an employee is required to be available for the ordinary weekly hours of work, and
(iii) 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

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

b) 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).

6.6 Minimum Breaks

a) A break of up to 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 up to 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 (or four hour break where applicable), shall be paid at ordinary time rates. Any absence after the ninth continuous hour (or fourth continuous hour where applicable) of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.
e) If a break of up to 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.
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.

7.0 Meal Breaks and Rest Periods

7.1 Except when required for urgent or emergency work and except as provided in 7.2 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.

8.0 Overtime and Penal Time

8.1 Overtime

8.1.1 Overtime is time worked in excess of:
(i) eight hours per day or the rostered duty whichever is greater or
(ii) 80 hours per two week period
Provided that such work has been properly authorised.

8.1.2 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.

8.1.3 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).

8.1.4 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.

9.0 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 8.2.4 and 8.2.5 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 25.2.

10.0 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 $8.00per hour or part thereof except on Public Holidays when the rate shall be $10.00 per hour effective from 3 September 2018.

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 there-of 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.

10.3 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.

11.0 REMUNERATION

11.1 Salary scales

Full time Salary Rates
The following salaries are expressed in full time forty hour per week rates. Where an employee's normal hours of work are less than forty per week the appropriate salary for those hours shall be calculated as a proportion of the forty hour rate.

11.2

Band/ Position	Step	12-Sep-16	3-Sep-18	5-Nov-18		Step	5-Aug-19	4-Nov-19		Step	4-Aug-20	
Advanced Clinician/ Advanced Practitioner/ Designated Positions	15	$100,168	$104,175	$107,300	M	16	$107,300	$110,519	M	17	$113,282	
	14	$96,886	$100,761	$103,784	M	15	$103,784	$106,898	M	16	$109,570	
	13	$94,708	$98,496	$101,451	M	14	$101,451	$104,495	M	15	$107,107	
	12	$90,862	$94,496	$97,331	M	13	$97,331	$100,251	M	14	$102,757	
	11	$87,016	$90,497	$93,212	M	12	$93,212	$96,008	M	13	$98,408	
	10	$82,870	$86,185	$88,771	M	11	$88,771	$91,434	M	12	$93,720	
	9	$78,313	$81,446	$83,889	M	10	$83,889	$86,406	M	11	$88,566	
	8	$75,013	$78,014	$80,354	M	9	$80,354	$82,765	M	10	$84,834	
	7	$72,772	$75,683	$77,953	M	8	$77,953	$80,292	M	9	$82,299	
										8	$80,292	APS
Additional Progression Step	6	$68,707	$70,768	$72,891	APS	7 (APS)	$75,078	$77,330	APS	7	$77,330	A
						6	$72,891	$75,078	A	6	$75,078	A
Graduate to Experienced Clinicians	5	$65,895	$67,872	$69,908	A	5	$69,908	$72,005	A	5	$72,005	A
	4	$61,623	$63,472	$65,376	A	4	$65,376	$67,337	A	4	$67,337	A
	3	$57,353	$59,074	$60,846	A	3	$60,846	$62,671	A	3	$62,671	A
	2	$53,081	$54,673	$56,313	A	2	$56,313	$58,002	A	2	$58,002	A
	1	$48,810	$50,274	$51,782	A	1	$51,782	$53,335	A	1	$53,335	A

Pharmacy Salary Scales

11.3 Step Progression

Commencing Salaries

With effect from 3 September 2018, the minimum entry level for disciplines covered by the Allied and Public Health salary scale shall be:

a) Step 1 where the minimum professional requirements is a three or four-year Bachelor's degree

b) 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

c) Step 3 where the minimum professional qualification for practice is a Bachelor's Degree and a 2 year graduate or Master's Degree qualification

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

This clause shall have no retrospective effect.

11.4 Merit Progression

11.4.1 Progression above step 5 shall be according to the NMDHB Pharmacy Progression Criteria. During the term of the document the parties will meet to discuss and agree a new Career Progression Criteria that will form part of the SECA. This work will be completed by the end of May 2019 so that employees have an agreed process to apply for merit progression.

11.5 Pharmacy Interns

12-Sep-16	3-Sep-18	5-Nov-18	4-Nov-19
$45,669	$47,039	$48,450	$49,904

11.6 Pharmacy Assistant

Step	12-Sep-16	3-Sep-18	5-Nov-18	4-Nov-19	
7		$53,214	$54,810	$56,454	M
6		$51,664	$53,214	$54,810	M
5		$50,159	$51,664	$53,214	A
4	$45,669	$47,039	$48,450	$49,904	A
3	$42,207	$43,473	$44,777	$46,120	A
2	$38,956	$40,125	$41,329	$42,569	A
1	$35,713	$37,617	$38,746	$39,908	A

Progression

Progression from Step 1 to step 5 shall be by automatic annual increment. Progression from step 6 to step 7 shall be on merit using the criteria.

11.7 Pharmacy Technician

a) Designated Positions

Step	12-Sep-16	3-Sep-18	5-Nov-18	4-Nov-19	
8		$65,050	$67,002	$69,012	M
7		$61,924	$63,782	$65,695	M
6	$57,355	$59,076	$60,848	$62,673	M
5	$55,165	$56,820	$58,525	$60,281	M

Progression

There shall be no automatic progression for designated positions. Progression to a higher step shall be through operation of the Technical Merit Progression process.

b) Technician – Qualified

Step	12-Sep-16	3-Sep-18	5-Nov-18	4-Nov-19	
5	$55,165	$56,820	$58,525	$60,281	M
4	$51,360	$52,901	$54,488	$56,123	A
3	$49,458	$50,942	$52,470	$54,044	A
2	$45,656	$47,026	$48,437	$49,890	A
1	$42,609	$43,887	$45,204	$46,560	A

Progression

Progression through the scale from step 1 to step 4 shall be by way of automatic annual increment.
Progression to step 5 shall be through operation of the Technical Merit Progression process.

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

11.8 Salary Increments While On Study Leave

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

11.9 Payment of Salary

11.91 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.

11.8.6 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.

12.0 ANNUAL LEAVE

12.1 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 be entitled to 5 weeks annual leave. For the purposes of this clause, "service" shall be as defined in clause 5.

12.2 Casual employees shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement, dependant on recognition of an individuals' service.

12.3 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

12.4 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.

12.5 Conditions

12.5.1 Employees shall be entitled to annual leave on a pro-rata basis, except that 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) Part time employees shall be entitled to annual leave on a pro rata basis.

g) An employee may anticipate up to one year's annual leave entitlement at the discretion of the employer.

12.6 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.

13.0 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
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 In order to maintain essential services, the employer may require an employee to work on a public holiday when the public holiday falls on a day which, but for it being a public holiday, would otherwise be a working day for the employee.

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:

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

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

Where a part-time employee's days are not fixed, the employee shall be entitled to public holiday provisions if they worked on the day of the week that the public holiday falls more than 40 % of the time over the last three months. Payment will be relevant daily pay.

13.10 Public holidays falling during leave:

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

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

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

14.0 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 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 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.

15.0 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 a full time 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 entitlement shall be pro-rated for part time employees except that a part-time employee shall receive no fewer than five (5) working days paid sick leave for the first twelve months of employment and a minimum of five (5) additional working days for each subsequent twelve month period. The employee shall be paid at relevant daily pay as prescribed in the Holidays Act 2003, for the first five days in each twelve month period. Thereafter they shall be paid at the normal rates of pay (T1 rate only). A medical certificate may be required to support the employee's claim.

15.2 Transportability of sick leave
The following applies only to employees employed in a position that requires registration under the HPCAA (Health Practitioners Competence Assurance Act 2003) and shall also apply to all employees employed under the Pharmacy scale 11.2, and Pharmacy Interns scale 11.4.

From 1 April 2012, an employee who ceases employment at one DHB and commences employment at another DHB may transfer to their new employment a maximum of up to 20 days (at their normal/ordinary rate of pay, T1) of their unused sick leave entitlement from their previous DHB employment, provided that any break in service between finishing at their previous DHB and commencing employment at the new DHB is not more than one calendar month.

Any unused sick leave entitlement that is transferred shall be in addition to the sick leave entitlement the employee will receive on commencement of employment with the new DHB under clause 15.1, and shall not impact on their anniversary date for future sick leave entitlements.

15.3 In the event an employee has no entitlement left, they may be granted 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. Requests should be considered at the closest possible level of delegation to the employee and in the quickest time possible, taking 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.

Leave granted under this provision may be debited as an advance on the next years' entitlement up to a maximum of 5 days.

15.4 At the employer's discretion an employee may be granted further anticipated sick or domestic leave. Any anticipated leave taken in excess of an employees entitlement at the time of cessation of employment may be deducted from the employees final pay.

15.5 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:

15.4.1 place the employee on suitable alternative duties; or
15.4.2 direct the employee to take leave on full pay. Such leave shall not be a charge against the employees sick and domestic leave entitlement.

15.6 The employee can accumulate their entitlement up to a maximum of 260 days. Any unused portion of the first five days entitlement, up to a maximum of 15 days, can be carried over from year to year and will be paid at relevant daily pay, in accordance with the Holidays Act 2003.

15.7 The provisions of this clause are inclusive of the special leave provisions of the Holidays Act 2003.

15.8 Domestic Leave as described in this clause is leave used when the employee must attend a dependent of the employee. This person would, in most cases, be the employee's child, partner or other dependent family member.

15.8.1 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.

15.8.2 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.

15.8.3 The production of a medical certificate or other evidence of illness may be required.

15.9 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:

15.9.1 The period of sick leave is more than three days and a medical certificate is produced.

15.9.2 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 15.9 and 15.9.1 above apply.

15.9.3 Annual leave or long service leave may not be split to allow periods of illness of three days or less to be taken.

15.9.4 During periods of leave without pay, sick leave entitlements will not continue to accrue.

15.9.5 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 DHB'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.

16.0 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). Advice on parental leave payments is available from the Inland Revenue Department (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.

16.3

(a) Parental leave of up to twelve months is to be granted to employees with at least one year's service at the time of commencing leave.

(b) Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave.

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

(c) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer. The parental leave may be taken in more than one continuous period, with the start and finish dates of each additional period, and any extension of parental leave past the anniversary date of the commencement of parental leave, to be agreed between the employer and the employee.

(d) Pursuant to Part 3 (A) of the Act employees who are not entitled to primary carer leave may request a period of negotiated carer leave from their employment. Negotiated carer leave may enable the employee to receive parental leave payments from IRD if they meet the parental leave payment threshold test.

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.

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

(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:

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

(iv) 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 24.3 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 the DHB, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

17.0 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.

19.0 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 5 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.

20.0 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.

20.5 The employer recognises that to fulfil their function health and safety delegates require adequate training, time and facilities.

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 work place.

21.0 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 DHB 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.

22.0 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:

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 an association does become the acting union, it will be removed from the list.

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.

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

24.0 REFUND OF ANNUAL PRACTISING CERTIFICATE AND 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.

25.0 PROFESSIONAL DEVELOPMENT, EDUCATION & TRAINING LEAVE

25.1 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.

25.2 The parties acknowledge that a range of professional development entitlements exist across the DHB's and include consolidated funds, individual entitlements and non-specified provisions. The grants, scholarships, reimbursements and leave practices in existence prior to 1 October 2008 shall continue in places where they apply.

25.3 Where an employee is undertaking or attending a relevant course of study, as agreed by the employer, conference, course or other form of continuing professional development then actual and reasonable expenses shall be refunded in accordance with the following:

Nelson Marlborough DHB shall commit each financial year (that being 1 July to 30 June) a $600 per Pharmacist and Pharmacy Technician employed as at 1 July to be held in a CPD pool for meeting approved professional development costs incurred by employees as follows:

25.4 **CPD Fund Administration**

a) 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.

b) Nelson Marlborough DHB will provide APEX with the following information:
   - As at 1 July each year the amount of CPD funding available for Pharmacy for the year ending 30 June.
   - As at 30 June each year advise APEX how much of the available fund has been spent.
   - Provide the list of courses/conferences that Pharmacy employees have attended in the year to 30 June.
   - Provide a list of the mandatory and voluntary internal DHB training Pharmacy employees have attended.

Note: For clarity, the $600 per employee is a mechanism for determining the size of the CPD pool and does not specify a dollar amount per individual in any year.

25.5 The process of administrating funds will be agreed prospectively wherever practicable and will be based on the principles of transparency, fairness and consistency.

25.6 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.

25.7 On occasions where the employees is required by the employer to attend CPD 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.

26.0 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 instructed 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 Where an employee is required to attend or conduct Pharmacy business outside of the Nelson or Blenheim city, or attend to employer business away from their home base hospital, the employer shall, wherever possible, pay all accommodation, meals and travel costs (i.e. the employee shall not be required to pay for such expenses and get reimbursed at a later date). Employees shall be entitled, with prior approval, to claim any actual and reasonable expenses incurred,

26.4 Employees may be reimbursed relocation expenses in accordance with the employer's relocation policy.

27.0 Reserve the Clause

28.0 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 employees 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.

29.0 EMPLOYEE ACCESS TO PERSONAL INFORMATION

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

30.0 Deduction of Union Fees

30.1 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. A list of members shall be supplied by APEX to Nelson Marlborough DHB on request.

31.0 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' 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.

32.0 Delegates/Union Workplace Representatives

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.

33.0 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.

34.0 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.

35.0 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 DHB.

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 DHB, but excludes any service with any DHB 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 DHBs or their predecessors. 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.

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 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

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.

36.0 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 employers disciplinary procedures and/or rules of conduct.

37.0 Abandonment of Employment

37.1 Where an employee 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.

38.0 EMPLOYMENT RELATIONSHIP PROBLEMS:

38.1 An "employment relationship problem" includes:

i) A personal grievances
ii) A dispute
iii) 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.

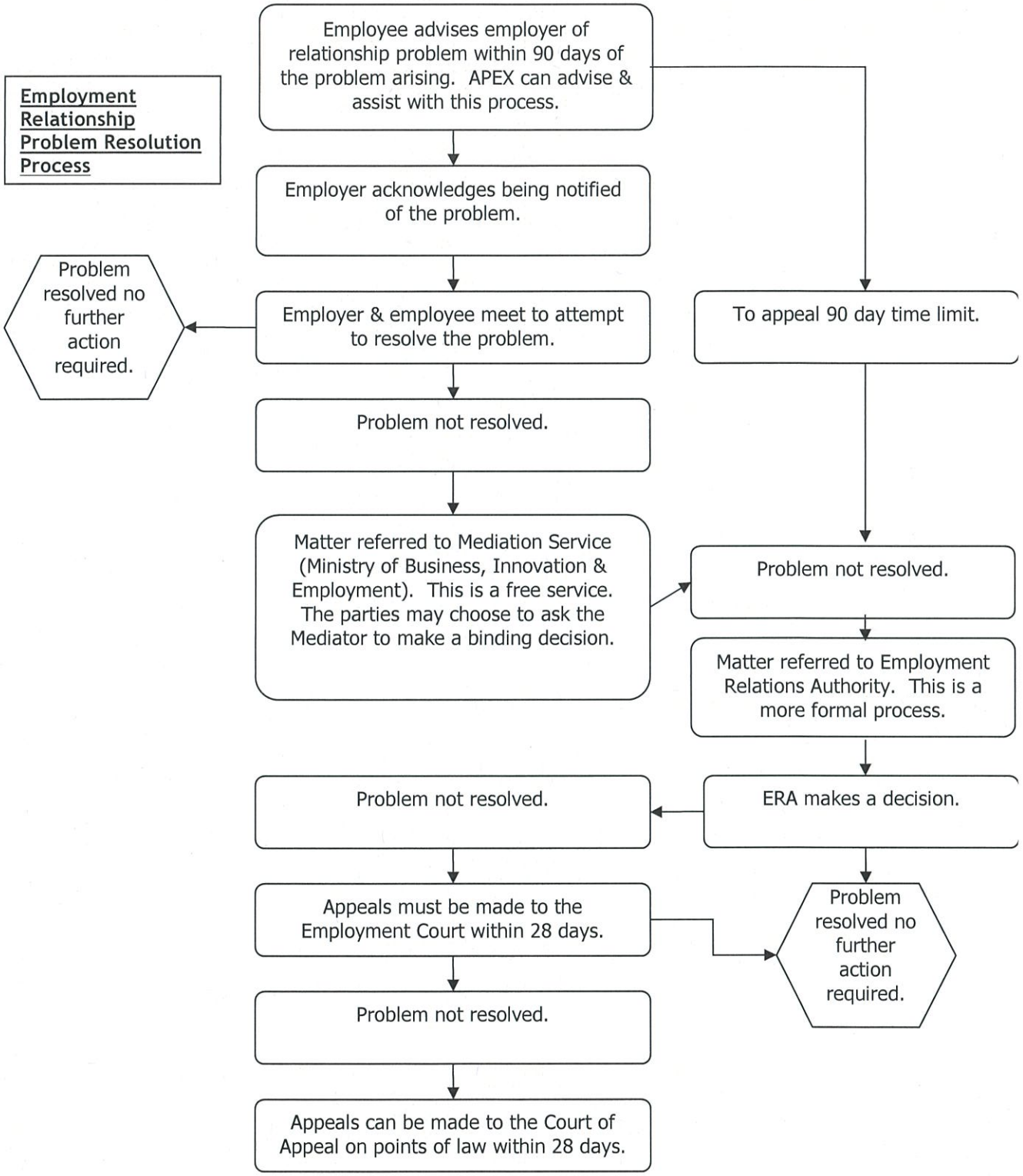
38.7 Personal Grievances

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. 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
Employee advises employer of relationship problem within 90 days of the problem arising. APEX can advise & assist with this process.
Employer acknowledges being notified of the problem.
Employer & employee meet to attempt to resolve the problem.
Problem resolved no further action required.
Problem not resolved.
Matter referred to Mediation Service (Ministry of Business, Innovation & Employment). This is a free service. The parties may choose to ask the Mediator to make a binding decision.
To appeal 90 day time limit.
Problem not resolved.
Matter referred to Employment Relations Authority. This is a more formal process.
ERA makes a decision.
Problem not resolved.
Problem resolved no further action required.
Appeals must be made to the Employment Court within 28 days.
Problem not resolved.
Appeals can be made to the Court of Appeal on points of law within 28 days.

39.0 VARIATION TO COLLECTIVE AGREEMENT

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

40.0 Temporary or Fixed Term Agreements

40.1 Temporary or 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.
Temporary or 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.

41.0 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.

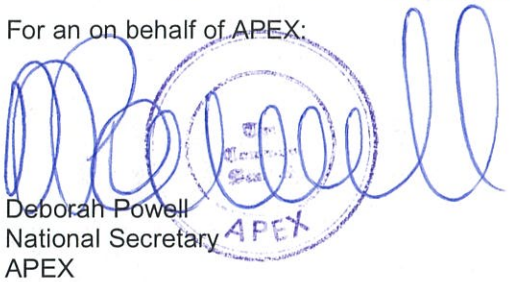
Further, provisions from previous agreements that are to continue to apply have been recorded by way of letter provided to the union by the employer concerned.

42.0 TERM OF DOCUMENT

42.1 This agreement shall be deemed to have come into force on 1 November 2017 and shall expire on 30 October 2020.

Signed this 22nd day of November 2018

For an on behalf of APEX:



Deborah Powell
National Secretary
APEX

Signed this day of 2018

For and on behalf of Nelson Marlborough DHB

Peter Bramley
Chief Executive Officer