



&

BAY OF PLENTY DISTRICT HEALTH BOARD



PHARMACY COLLECTIVE AGREEMENT

12 July 2014 to 5 December 2016

CONTENTS

1.0	PARTIES AND COVERAGE	1
2.0	INTERPRETATIONS	1
3.0	HOURS OF WORK	3
4.0	MEAL PERIODS AND REST BREAKS	3
5.0	SALARIES AND WAGES	4
6.0	OVERTIME, PENAL RATES AND DUTY ALLOWANCES	6
7.0	ON CALL/ON CALL ALLOWANCE	8
8.0	HIGHER DUTIES ALLOWANCE	9
9.0	INTENTIONALLY LEFT UNUSED	9
10.0	PUBLIC HOLIDAYS	10
11.0	ANNUAL LEAVE	11
12.0	SICK LEAVE	14
13.0	BEREAVEMENT/TANGIHANGA LEAVE	15
14.0	LONG SERVICE LEAVE	16
15.0	PARENTAL LEAVE	16
16.0	REAPPOINTMENT AFTER ABSENCE DUE TO CHILDCARE	19
17.0	JURY SERVICE AND WITNESS LEAVE	19
18.0	UNION REPRESENTATIVE'S EDUCATION LEAVE	19
19.0	EMPLOYEE RELEASE	19
20.0	PROTECTIVE CLOTHING	20
21.0	REFUND OF ANNUAL PRACTISING CERTIFICATE	20
22.0	RECERTIFICATION	20
23.0	EMPLOYEE PARTICIPATION	21
24.0	RESTRUCTURING	22
25.0	STAFF SURPLUS	22
26.0	TECHNICAL REDUNDANCY	25
27.0	NOTICE	26
28.0	ABANDONMENT OF EMPLOYMENT	26
29.0	CONSTRUCTIVE ENGAGEMENT	26
30.0	DEDUCTION OF UNION FEES	27
31.0	STOPWORK MEETINGS	27
32.0	EMPLOYMENT RELATIONSHIP PROBLEMS	27
33.0	HEALTH AND SAFETY	28
34.0	INDEMNITY	29
35.0	TEMPORARY OR FIXED TERM AGREEMENTS	29

36.0	USE OF PRIVATE VEHICLE ON EMPLOYER BUSINESS	29
37.0	REIMBURSEMENT OF PROFESSIONAL FEES.....	29
38.0	SAVINGS	29
39.0	TRAVELLING ALLOWANCE.....	29
40.0	VARIATIONS	30
41.0	TERM OF AGREEMENT	31
	APPENDIX ONE	33
	APPENDIX TWO	34
	APPENDIX THREE.....	35

1.0 THE PARTIES TO THIS COLLECTIVE AGREEMENT

- (a) Bay of Plenty District Health Board (hereinafter referred to as the employer)
- (b) The Association of Professionals and Executive Employees (hereinafter referred to as the "Union" or APEX).

1.1 NEW EMPLOYEES

The parties agree that any employee, whose work is covered by this agreement and who is engaged by the employer between the dates this collective agreement comes into effect and the expiry date shall be offered in writing the opportunity for this collective to apply to them. The new employee shall from the date of becoming a union member, be entitled to all the benefits, and be bound by all the obligations, under this collective agreement.

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

1.2 EXISTING EMPLOYEES

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.

1.3 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.

2.0 INTERPRETATIONS

In this Agreement, unless the context otherwise requires:

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

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

"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.

"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.

"Pharmacist" means an employee who is registered in terms of the Health Practitioners Competency Assurance Act 2003 and subsequent amendments as a pharmacist.

“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.

“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.

“Trainee” means an employee undergoing a recognised course of training.

“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.

“Service” means:

(i) For Annual leave purposes only:

The aggregate of:

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

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

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

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

“Emergency circumstance” means a natural disaster or civil emergency.

3.0 HOURS OF WORK

- 3.1 Unless as provided for in 3.1.1, 3.1.2, or 3.1.3, ordinary hours of work shall be 40 per week and not more than eight hours per day with two consecutive days off. Each daily duty shall be continuous except for meal periods and rest breaks. Provided, however, that in emergency circumstances, the Employer may require an employee to work at other times and for periods other than those specified.
- 3.1.1 Alternatively, ordinary weekly hours of work shall be 80 per fortnight and not more than 8 hours per day with four days off in every 14. No more than 6 consecutive days shall be worked without 1 day off and the other three days off shall be consecutive. Each daily duty shall be continuous except for meal periods and rest breaks.
- 3.1.2 Alternatively, ordinary weekly hours of work shall be 80 per fortnight and not more than 8 hours per day with 4 days off in any 14 day period. The days off shall consist of 2 periods of 2 consecutive days each. No more than 10 consecutive days shall be worked at any one time. Each daily duty shall be continuous except for meal periods and rest breaks.
- 3.1.3 Alternatively, ordinary weekly hours of work shall be 40 per week. Employees employed under this provision shall not be paid overtime until they have worked 10 hours per day or 40 hours per week. Each daily duty shall be continuous except for meal periods and rest breaks.
- 3.2 Current employees can only have their hours of work altered by agreement. Employees agreeing to alter their hours of work to those specified under 3.1.1, 3.1.2 or 3.1.3 shall be required to record their agreement in writing. Where any proposed alteration affects the established roster, agreement must be gained from all affected employees.
- 3.3 Employees have the right to seek the advice of their union or to have the union act on their behalf before signing any such agreement.
- 3.4 In normal circumstances, rosters will be notified to those involved not less than 28 days prior to the commencement of the roster. Should shift work be introduced, the notice period for rosters will be negotiated at that time.
- 3.5 The normal working week shall commence on Monday at the normal starting time of the Employer.
- 3.6 For the purpose of calculating pay, the working week shall end at midnight Sunday/Monday. When a major part of the shift falls on a particular day, the whole shift shall be regarded as being worked on that day.

4.0 MEAL PERIODS AND REST BREAKS

- 4.1 Except when required for urgent or emergency work and except as provided in 4.2 no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.
- 4.2 An employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time.
- 4.3 Except where provided for in 4.2 an employee unable to take a meal after five hours' duty and subject to prior notification to the employer, shall be paid at overtime rates from the expiry of five hours until the time when a meal can be taken.

- 4.4 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 \$1.30 per week in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay.
- 4.5 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.

5.0 SALARIES AND WAGES

5.1 PHARMACIST

- (a) A Pharmacist shall receive an annual rate of salary as approved by the Employer for the position held according to the scale below:

Step	8/04/2013	14/07/2014
15	97,898	99,366
14	94,402	95,818
13	90,906	92,270
12	87,410	88,721
11	83,923	85,182
10	80,416	81,622
9	76,920	78,074
8	73,424	74,525
7	71,093	72,159
6	68,762	69,793
5*	65,266	66,245
4*	61,770	62,697
3*	57,106	57,963
2*	53,028	53,823
1*	50,464	51,221
Intern	43,044	43,044

5.1.1 PROGRESSION

- (a) Progression between steps 1–5 inclusive shall be by annual increment, subject to satisfactory performance, on each employee's commencement anniversary or such other anniversary as agreed between the parties.
- (b) Progression above step 5 shall be according to Pharmacy Progression criteria.

5.2 PHARMACY TECHNICIANS

- (a) A Pharmacy Technician and Trainee Pharmacy Technician shall receive an annual rate of salary as approved by the Employer for the position held according to the scale below:

Step	8/04/2013	14/07/2014
11	58,763	59,644
10	56,460	57,307
9	54,155	54,967
8	52,110	52,892
7*	48,509	49,237
6*	46,695	47,395
5*	43,151	43,798
4*	40,905	41,519
3*	39,598	40,192
2*	38,541	39,119
1*	37,480	38,042

5.2.1 PROGRESSION

- (a) Progression through the scale shall be by automatic annual increment, subject to satisfactory performance (for Trainee Pharmacy Technicians steps 1 to 3; for Qualified Pharmacy Technicians steps 4 to 7) on each employee's commencement anniversary or such other anniversary as agreed between the parties.
- (b) Progression above step 7 shall be according to Pharmacy Progression criteria.

5.3 PHARMACY ASSISTANTS

- (a) A Pharmacy Assistant shall receive an annual rate of salary as approved by the Employer for the position held according to the scale below:

Step	8/04/2013	14/07/2014
5	42,305	42,940
4*	39,538	40,131
3*	36,149	36,691
2*	33,099	33,595
1*	31,065	31,531

5.3.1 PROGRESSION

- (a) Progression between steps 1–4 inclusive shall be by annual increment, subject to satisfactory performance, on each employee's commencement anniversary or such other anniversary as agreed between the parties.
- (b) Progression above step 4 shall be according to agreed criteria.

5.4 PART-TIME EMPLOYEE RATES

A part-time employee shall be paid a rate of salary representing the proportion of the salary payable in respect of full-time employment in the appointment occupied by the employee that the number of hours during the week bears to 40.

5.5 SALARY INCREMENTS WHILE ON STUDY LEAVE

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

5.6 MISCELLANEOUS CONDITIONS RELATING TO SALARIES

No deduction other than such as may be agreed upon between the Employer and the Employee shall be made from the wages of any Employee except for time lost by the Employee through sickness, accident or default.

Except by mutual agreement, salaries, including overtime, shall be paid at not longer than fortnightly intervals and by direct credit.

5.7 ANNUAL REVIEW PROVISIONS

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

6.0 OVERTIME, PENAL RATES AND DUTY ALLOWANCES

6.1 DEFINITIONS

6.1.1 For calculation purposes, the normal hourly rate shall be one two thousand and eighty-sixth (2,086) part, correct to three decimal places of a dollar, of the yearly rate of salary payable.

6.1.2 Unless an arrangement of time off in lieu of overtime is agreed between the employer and the directly affected employee(s), the overtime rate shall be payable if:

- (a) The minimum break provisions of this collective agreement are not met.
- (b) A duty exceeds either eight (8) hours or the daily ordinary hours of work of a duty, whichever is the greater.
- (c) A whole time employee works a further duty (or part of a duty) additional to their rostered ordinary hours of work.
- (d) A part-time employee works more than the relevant full-time hours of work requirements for the applicable day or week.

6.2 OVERTIME

Subject to 6.4, overtime worked on any day except a public holiday shall be paid at one and half times the normal hourly rate (T1.5). In computing overtime each day shall stand-alone.

Overtime worked on a Public Holiday shall be paid at twice the normal hourly rate (T2) and in addition the employee shall be granted a day off in lieu.

In calculating the qualifying period for the payment of overtime, employees absent from duty if on sick leave, annual leave, or other authorised leave (paid or unpaid) shall be regarded as having worked all the hours they were rostered for that particular day.

6.3 PENAL RATES

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 6.4 penal time shall be paid at the following rates **in addition to normal salary**:

6.3.1 From midnight Friday/Saturday to midnight Sunday/Monday at half the normal hourly rate of pay (T0.5).

6.3.2 On Public holidays at the normal hourly rate of pay (T1)

6.3.3 Rostered Weekend Work:

The payment for rostered weekend work for Pharmacists is the applicable penal rates. A Pharmacist shall be paid for a minimum of 3 hours.

The payment for rostered weekend work for Pharmacy Technicians is the applicable penal rates. A Pharmacy Technician shall be paid for a minimum of 3 hours.

In addition from 1 September 2011, Pharmacy Technicians employed as at 1 June 2011 shall be paid an abated allowance, the allowance shall be the difference between \$35 per hour and the applicable hourly penal rate for the hours worked.

6.4 Overtime and penal time shall not be paid in respect of the same hours.

6.5 MINIMUM BREAK BETWEEN SPELLS OF DUTY

6.5.1 A break of at least nine continuous hours must be provided wherever possible between any two periods of duty of a full shift or more.

6.5.2 Periods of a full shift or more include:

- (i) Periods of normal rostered work; or
- (ii) Periods of overtime that are continuous with a period of normal rostered work; or
- (iii) Full shifts of overtime/call-back duty.

6.5.3 This requirement to provide a break wherever possible applies whether or not any additional payment will apply under the provisions of this clause.

6.5.4 If a break of at least nine continuous hours cannot be provided between periods of qualifying duty, the duty is to be regarded as continuous until a break of at least nine continuous hours is taken and it shall be paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime which precedes it.

6.5.5 The additional payment provisions of this clause will not apply in any case where the result would be to give an employee a lesser payment than would otherwise have been received.

6.5.6 Time spent off duty during ordinary hours solely to obtain a nine-hour break shall be paid at ordinary time rates. Any absence after the ninth continuous hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.

NOTE:

If a call-back of less than a full shift is worked between two periods of duty of a full shift or more a break of nine continuous hours must be provided either before or after the call-back. If such a break has been provided before the call-back it does not have to be provided afterwards as well. However, should employees spend time working as a result of a call-back between the hours of 2400 and 0500 hours, and if the employee has reasonable concerns regarding their ability to provide safe practice they shall be able, after notification to the employer, to have a 9 hour break after the call back is completed.

6.6 Authorised absences, either with or without pay, are as provided for in this agreement and shall be counted as actual hours worked for the purposes of calculating overtime.

6.7 NIGHT ALLOWANCE

6.7.1 Night rate – An employee whose normal hours of duty fall between 2100 hours and 0600 hours from midnight Sunday/Monday to midnight Friday/Saturday will be paid at time one quarter of the normal hourly rate of pay (T0.25) in addition to normal salary for all hours which so fall. Those employees who work a portion of an hour will be paid for the time worked.

6.7.2 Night rate shall not be paid in addition to any overtime rate.

6.7.3 The minimum payment under this provision shall not be less than payment for two hours at night rate even if part of the shift which falls between the hours of 2100 and 0600 is less than two hours.

7.0 ON CALL/ ON CALL ALLOWANCE

7.1 ON CALL ALLOWANCE

7.1.1 Where an employee is instructed to be on call during normal off duty hours s/he shall be paid an on call allowance of \$3.50 per hour (increasing to \$4.04 per hour effective 26 January 2015) or part thereof while on call, except on Public Holidays the rate shall be \$6.06 from 14 July 2014.

Employees on call will ensure that they are available to return to the base hospital in a prompt and reasonable timeframe.

7.1.2 Where the employer requires the employee to participate in an on call roster, at the discretion of the Employer:

(i) A cellphone shall be made available by the Employer to the Employee for the period of on call duty, at no expense to the Employee,

Or

(ii) Half the cost of a single telephone rental shall be reimbursed to the Employee by the Employer and a long-range locator (or similar electronic device) shall be made available to the Employee for the period of on call duty at no expense to the Employee.

7.2 CALL-BACK

7.2.1 An employee shall be paid for a minimum of three hours at T1.5, or for actual working and travelling time, whichever is the greater, when the employee:

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

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

- (i) Call backs commencing and finishing within the minimum period covered by an earlier call back shall not be paid for;
- (ii) Where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back.

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

7.2.2 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 36.

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

7.4 CALL BACKS RESOLVED BY TELEPHONE

Call backs resolved by phone shall be paid at a flat rate of \$15 per call. Payment will only be made where the on call person would normally be required to refer to reference materials (books or electronic format) or make arrangements for the provision of pharmaceutical supplies to resolve the problem.

8.0 HIGHER DUTIES ALLOWANCE

8.1 Where a Pharmacist or Pharmacy Technician 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.

8.2 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.

9.0 THIS CLAUSE WAS INTENTIONALLY UNUSED

10.0 PUBLIC HOLIDAYS

10.1 The following days shall be observed as public holidays:

- New Year's Day
- The day after New Year's Day
- Waitangi Day
- Good Friday
- Easter Monday
- ANZAC Day
- Sovereign's Birthday
- Labour Day
- Christmas Day
- Boxing Day
- Auckland Anniversary Day

In accordance with the Holidays Act 2003, if an employee normally works on a Saturday and or a Sunday and if either Christmas Day, Boxing Day, New Year's Day, or the day after New Year's Day falls on a Saturday or Sunday the holiday shall fall on that particular day; otherwise the holiday shall be observed on the following Monday or in the event of another holiday falling on the Monday then the holiday shall be observed on the following Tuesday.

No employee shall be entitled to more than one holiday for each of the days mentioned in the above paragraph.

Provided that, in order to maintain essential services, the Employer may require an employee to work on a public holiday.

10.2 EMPLOYEES REQUIRED TO WORK ON PUBLIC HOLIDAYS

10.2.1 A rostered employee required to work on a public holiday as part of the normal roster (i.e., not as overtime) shall be paid at time one (T1) in addition to normal salary, and is also to be granted a day's leave on pay at a later date convenient to the Employer.

10.2.2 A rostered employee required to work on a public holiday which would otherwise have been the employee's normal day off (i.e., required to work overtime) shall be paid at the overtime rate for the hours worked and in addition is to be granted a day's leave on pay at a later date convenient to the Employer

10.2.3 An employee required to be on call on a Public Holiday shall be granted a minimum of 1 days paid leave at a later date convenient to the Employer.

10.2.4 Any employee required to work on New Year's Day, 2nd January, Christmas Day or Boxing Day when those holidays fall on a Saturday or a Sunday shall receive the public holiday penal payment and a day in lieu.

Any employee who is not required to work on New Year's Day, 2nd January, Christmas Day or Boxing Day when those holidays fall on a Saturday or a Sunday but is required to work on the days on which they are observed shall receive the public holiday penal payment and a day in lieu.

Any employee who is required to work on New Year's Day, 2nd January, Christmas Day or Boxing Day when those holidays fall on a Saturday or a Sunday and is required to work on the days on which they are observed shall receive the public holiday penal payment for the actual days on which they fall, the weekend penal payment for the days on which they are observed and a day in lieu for each public holiday worked (maximum two days).

10.3 PUBLIC HOLIDAYS FALLING DURING LEAVE OR TIME OFF

- 10.3.1 **Leave on pay** - When a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not to be debited against such leave.
- 10.3.2 **Leave without pay** - An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay (including sick leave and military leave without pay) unless the employee has worked during the fortnight ending on the day on which the holiday is observed.
- 10.3.3 **Leave on reduced pay** - An employee shall, during a period on reduced pay, be paid at the same reduced rate for public holidays falling during the period of such leave.
- 10.3.4 **Off duty day** - Except where the provisions of 10.3.1 apply, if a public holiday, other than Waitangi Day and ANZAC Day, falls on a rostered employee's off duty day (such off duty day not being a Saturday or a Sunday) the employee shall be granted an additional day's leave at a later date convenient to the Employer.
- 10.3.5 When part time employees' work fixed days (example every Monday to Wednesday) they will receive a day's leave if a public holiday falls on one of those fixed days and they work it. If they are not required to work that day, then they will receive the paid public holiday and no days leave is granted. If a public holiday falls on a day, which is NOT one of their fixed days, they neither get paid nor receive a day's leave.
- 10.3.6 Part-time employees whose days of work are not fixed and are not required to work on the public holiday shall be entitled to payment 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, based on the number of hours normally worked on that day.
- 10.4 Equivalent time off in lieu of whole holidays is to be treated the same as annual leave in respect of the rules regarding accumulation (refer to clause 11.2.4).

11.0 ANNUAL LEAVE

11.1 Subject to 11.2 below, employees shall be granted leave of absence on full pay in respect of each leave year as follows:

- 20 days annual leave
- 25 days annual leave after the completion of 5 years' service.

This is irrespective of any previously higher leave provisions grandparented for current employees.

- (a) Current employees as at 12 December 2001 will not reduce their existing entitlements, but there will not be any increased annual leave adjustments after any service milestones, as was previously the case.
- (b) All employees who were in receipt of 20 working days holiday before this clause came into effect shall be granted 22 working days leave.

Part-time Employees shall be entitled to annual leave on a pro-rata basis, i.e. every part-time Employee will be entitled to annual leave as prescribed with salary during leave paid for the Employee's ordinary working hours.

11.2 CONDITIONS

The employer may decide, after consultation with the employee, when annual leave will be taken. Approval of annual leave will not be unreasonably withheld. The responsibility

to arrange cover for employees' leave lies with the employer. It is not the responsibility of individual employees to find cover for their own leave.

- 11.2.1 The term "leave year" means the year ending with the anniversary date of the employee's appointment.
- 11.2.2 For the purpose of this clause, service is as defined in clause 2.
- 11.2.3 The Employer may permit an employee to take annual leave in one or more periods.
- 11.2.4 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.
- 11.2.5 When an employee ceases duty, salary shall be paid for accrued annual leave and the last day of service shall be the last day of such work.
- 11.2.6 Except where the Employer approves, where an employee is absent on special leave, whether with or without pay (i.e., including leave for study awards but excluding sick, accident or military leave) for an intermittent or continuous period of more than 35 days (including Saturdays and Sundays) during a leave year, annual leave shall be reduced in accordance with the scale below.

NOTE:

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

11.2.7

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

11.3 ANTICIPATION OF ANNUAL LEAVE FOR OVERSEAS TRIP

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

11.4 PAYMENT IN LIEU OF ANNUAL LEAVE FOR CASUAL EMPLOYEES

Casual employees, at the discretion of the employer, shall EITHER:

- (a) be paid 8% gross taxable earnings in lieu of annual leave, to be added to each fortnightly or weekly wage payment (no annual taxable earnings calculation is therefore necessary); OR
- (b) annual leave will accrue pro rata according to hours worked in accordance with clause 11.

11.5 LEAVE WITHOUT PAY IN RELATION TO ANNUAL LEAVE ENTITLEMENT

An employee who is granted leave without pay and who remains in the service of the employer, will, except where provision is made otherwise, have such leave counted as service for annual leave purposes.

11.6 EXTRA LEAVE FOR SHIFT EMPLOYEES

"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.

11.6.1 Any shift work performed during a period which is not overtime that meets any of the following criteria qualifies for additional leave:

The shift work performed each day:

- (i) Extends over at least 13 continuous hours, and
- (ii) Is performed by two or more employees working rostered shifts, and
- (iii) The shift involves at least two hours of work performed outside the hours of 0800 hours to 1700 hours.

The following leave is granted to any employee working the required number of qualifying shifts per annum:

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

12.0 SICK LEAVE

For employees who commenced employment prior to 1 November 2005 refer to Appendix 1.

12.1 CONDITIONS

12.1.1 Where an employee is granted leave of absence because of sickness or injury not arising out of and in the course of employment (in this clause referred to as "sick leave"), the employee shall be entitled to payments at the base rates (T1 only).

12.1.2 On appointment with the Employer, a full time employee shall be entitled to ten working days sick leave on ordinary pay (i.e. T1 rate). On the completion of each additional twelve months, he/she shall be entitled to a further ten working days (i.e. T1 rate), with a maximum entitlement of 200 working days.

12.1.3 The production of a medical certificate or other evidence of illness may be required in accordance with the Holidays Act 2003.

12.1.4 Sick leave is to be debited on an hour for hour basis.

12.1.5 Part-time employees are entitled to sick leave on a pro rata basis. The minimum entitlement for part-time employees is 5 days per annum.

12.1.6 Casual employees have no entitlement to sick leave.

12.2 DISCRETIONARY POWERS OF THE EMPLOYER TO GRANT LEAVE IN EXCESS OF THE ABOVE-PRESCRIBED LIMITS

12.2.1 Where a full time employee is incapacitated by sickness or injury arising out of and in the course of employment, salary (full or base) may be paid at the discretion of the employer.

12.2.2 Where an employee is suffering from a minor illness that could have a detrimental effect on the patients or others in the employer's care, the employer may, at their discretion, either:

- (a) Place the employee on suitable alternative duties; or

- (b) Direct the employee to take leave on payment at base rates (T1 only) for not more than eight days in any one year, in addition to the normal entitlement to sick leave.

12.3 SICKNESS AT HOME

- 12.3.1 The Employer may grant an employee leave on payment at ordinary base rates (T1 only) 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.
- 12.3.2 Approval is not to be given for absences during or in connection with the birth of an employee's child. Such a situation should be covered by annual leave or parental leave.
- 12.3.3 The production of a medical certificate or other evidence of illness may be required in accordance with the Holidays Act 2003.

12.4 SICK LEAVE IN RELATION TO ANNUAL AND LONG SERVICE LEAVE

- 12.4.1 When sickness occurs during annual or long service leave the Employer shall permit the period of sickness to be debited against sick leave entitlement, except where the sickness occurs during leave following relinquishment of office, provided:
 - (a) the period of sickness is more than three days;
 - (b) A medical certificate is produced, showing the nature and duration of the illness.
- 12.4.2 In cases where the period of sickness extended beyond the approved period of annual or long service leave, approval shall also be given to debiting the portion which occurred within the annual or long service leave period against sick leave entitlement if the total continuous period of sickness exceeds three days.
- 12.4.3 Annual or long service leave may not be split to allow periods of illness of three days or less to be taken as sick leave.

13.0 BEREAVEMENT/TANGIHANGA LEAVE

- 13.1 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.
- 13.2 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 13.1 above. This provision will not apply if the employee is on leave without pay.
- 13.3 In granting time off therefore, and for how long, the Employer must administer these provisions in a culturally sensitive manner.

14.0 LONG SERVICE LEAVE

- 14.1 An employee shall be entitled to long service leave of one week upon completion of each five years of current continuous service as follows

For employees commencing employment from 2 December 2007, only service at Bay Of Plenty DHB shall be recognised

For employees who commenced prior to 2 December 2007, all service with Bay of Plenty DHB and all service that was previously recognised for long service leave shall be considered in regard to calculating their entitlement as per appendix 2.

Continuous service may be broken by periods of up to three (3) months but any break in service of longer than three (3) months shall debar an employee from counting the service prior to that break towards the qualifying period for long service leave.

- 14.2 Long Service Leave will be paid on the same basis as annual leave as per the Holidays Act 2003 as at the time of taking the leave.
- 14.3 Leave without pay in excess of three (3) months taken on any one occasion will not be included in the 5 year qualifying period with the exception of parental leave.
- 14.4 Long Service leave must be taken in one continuous period, and will require the consent of the employer in regard to when the leave can be taken. Long Service Leave must be taken within two (2) years of qualification or it will be forfeited.
- 14.5 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.

15.0 PARENTAL LEAVE

15.1 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.

15.2 Parental Leave is Leave Without Pay

(See Clause 16.0 Reappointment After Absence Due to Childcare).

15.3 ENTITLEMENT AND ELIGIBILITY

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

- (a) In respect of every child born to them or their partner;
 - (b) In respect of every child up to and including five years of age, adopted by them or their partner;
 - (c) Where two or more children are born or adopted at the same time, for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.
- 15.4
- (a) Parental leave of up to 12 months is to be granted to employees with at least one year's service at the time of commencing leave.
 - (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.

- (c) 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.
 - (d) 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 the employer employs one or both partners.
- 15.5 In cases of adoption of children of less than five years of age, parental leave shall be granted in terms of 15.3 and 15.4 above, providing the intention to adopt is notified to the employer immediately following advice from the relevant agency to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an approved adoption placement shall be provided to the employer's satisfaction.
- 15.6 Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner certifying the expected date of delivery. The provision may be waived in the case of adoption.
- 15.7 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.

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

15.9 JOB PROTECTION

- 15.9.1 Subject to 15.10 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:
- (a) At the equivalent salary, grading;
 - (b) At the equivalent weekly hours of duty;
 - (c) In the same location or other location within reasonable commuting distance; and
 - (d) Involving responsibilities broadly comparable to those experienced in the previous position.
- 15.9.2 Where applicable, employees shall continue to be awarded increments when their incremental date falls during absence on parental leave.

15.10 OPTIONS

- 15.10.1 The employer must, as a first preference, hold the employee's position open or fill it temporarily until the employee's return from parental 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.

15.10.2 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 15.9 above) is not available, the employer may approve one of the following options:

- (a) 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
- (b) 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 15.10.2(a) above for up to 12 months; or
- (c) 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 15.10.2(a) 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 15.10.2(b), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or

- (d) Where extended parental leave in terms of 15.10.2(a) above expires, and no similar position is available for the employee, the employee shall be declared surplus under Clause 25.0 of this Agreement.

15.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 15.9.1 above, parental leave shall cease.

15.12 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 confinement, 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.

15.13 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.

16.0 REAPPOINTMENT AFTER ABSENCE DUE TO CHILDCARE

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

17.0 JURY SERVICE AND WITNESS LEAVE

- 17.1 Employees called on for jury service or who are subpoenaed, or as a witness for the Crown, the Employer, or in the course of their employment, 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 or as a witness may elect to take annual leave, leave without pay, or leave on pay.
- 17.3 Where an employee is required to be a witness in a matter arising out of his/her employment, s/he shall be granted paid leave.
- 17.4 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.
- 17.5 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 Court does not require the employee, the employee is to report to work where this is reasonable and practical.

18.0 UNION REPRESENTATIVE'S EDUCATION LEAVE

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

19.0 EMPLOYEE RELEASE

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

- 19.4 The provisions of this clause are separate from and in addition to normal unpaid leave provisions and it is acknowledged that employees may apply for unpaid leave at any time during their employment.

20.0 PROTECTIVE CLOTHING AND EQUIPMENT

- 20.1 In accordance with the Health and Safety in Employment Act and associated Regulations, the Employer shall ensure that employees are provided with any protective equipment required to ensure the safety of employees while at work. The maintenance and replacement of this equipment is the responsibility of the Employer.
- 20.2 Suitable clean protective clothing shall be made available by the Employer where the nature of a particular duty or duties would either continuously or intermittently render an employee's personal clothing or uniform to excessive soiling or damage or expose the employee's person to injury or excessive discomfort through biological, chemical or physical hazards. Such protective clothing shall remain the property of the Employer and, as such, shall be laundered or otherwise cleaned free of charge.
- 20.3 An employee may at the Employer's discretion be 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.
- 20.4 Where the employer requires an employee to wear a particular type of shoe, two pairs shall be supplied free of charge to every full time employee or an allowance of \$126.46 per annum shall be paid in lieu. In addition six pairs of duty socks, stockings or panty hose shall be supplied free of charge or an allowance of \$31.33 per annum to every such full time employee.
- (a) Where the employee is employed part-time, a proportionate part of those allowances shall be paid as applicable.

21.0 REFUND OF ANNUAL PRACTISING CERTIFICATE

Part-time employees, who also work for another employer, shall receive any entitlements in this clause at the pro-rata rate.

- 21.1 Where an employee is required by law to hold an annual practising certificate in order to practise that profession or trade with the Employer, the cost of the certificate shall be refunded to the employee on production of the practising certificate 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.

22.0 RECERTIFICATION

Part-time employees, who also work for another employer, shall receive any entitlements in this clause at the pro-rata rate.

- 22.1 The employer accepts responsibility for reimbursement of fees required to enrol in a recognised Continuing Professional Development (CPD) points programme, in order to meet the competency requirements of the Health Practitioners Competency Act.

- 22.2 To assist employees in updating and enhancing their skills, subject to prior approval, the employer may pay in whole or in part the cost of such development.
- 22.3 Employees covered by this collective agreement are entitled to two (2) paid days per annum for study, learning, research linked to the employee's individual learning plan.
- 22.4 The Employer may grant employees study leave of up to three (3) months to enable them to complete qualifications, attend courses, seminars and conferences and to undertake research or projects which are relevant to the work of the organisation and which facilitate their growth and development. Such leave may be paid, part paid or unpaid and/or contributions may be made towards the costs.
- 22.5 Employees, who have been employed for not less than 24 months, may apply for sabbatical leave from three (3) months up to twelve (12) months duration. Such leave may be paid, part paid or unpaid and/or contributions may be made towards the costs.
- (i) All applications must be received in writing and a minimum of three (3) months prior to the date the proposed leave will commence. The application must specify the date the proposed leave will commence and the date on which the applicant will return to work.
 - (ii) The employer shall advise the applicant of the approval or declination of the application at least one (1) month prior to the commencement date of the leave.
 - (iii) Upon return to work on the agreed date, the employee shall return to the same or similar duties, shifts and service entitlements as s/he enjoyed prior to his/her sabbatical leave.
- 22.6 Employees who attend courses, seminars and conferences which fall on both of the employees rostered days off, shall be granted the following day as paid leave.

23.0 EMPLOYEE PARTICIPATION

- 23.1 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.
- 23.2 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.

The involvement of employees should contribute to:

- (a) Improved decision-making.
- (b) Greater co-operation between the parties to this Agreement.
- (c) More harmonious, effective, efficient, safe and productive workplace.

Therefore the employer agrees to the following provisions for consultation, recognition of staff participation and access to facilities.

- 23.2.1 Paid time off shall be allowed for recognised staff representatives to attend meetings with management, consult with employees, to consult and discuss those issues addressed in this clause and Clause 25.0 specifically: staff surplus, and options for resolving staff surplus.
- 23.2.2 Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.

23.2.3 The amount of time off and facilities provided shall be sufficient to enable full consideration of the issues.

23.3 For the purposes of Clauses 23.0, 24.0 and 25.0, the recognised representative shall be the union advocate unless otherwise agreed.

24.0 RESTRUCTURING

24.1 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.

24.2 The employer will negotiate with the new employer, including whether the affected employees 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.

24.3 Where the employee either chooses not to transfer to the new employer, or is not offered employment by the new employer, the employer will activate the staff surplus provisions of this agreement.

25.0 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 reorganisation, 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 25.3 below shall be invoked and decided on a case by case basis by the employer having due regard to the circumstances of the affected employee.

25.1 NOTIFICATION

The employer will advise the employee organisation 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. 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 the employee will meet to discuss the option most 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).

25.2 The following information shall be made available to the employee representative

- (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, grading, names and ages of the affected employees
- (e) Availability of alternative positions with the employer.

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

25.3 OPTIONS

The following are the options in order of preference to be applied by the Employer in staff surplus situations:

- (a) Reconfirmed in position
- (b) Attrition
- (c) Redeployment
- (d) Leave without pay
- (e) Retraining
- (f) Enhanced early retirement
- (g) 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 25.9 will be applied as a package.

25.4 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.

25.5 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.

25.6 RE-DEPLOYMENT

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

25.6.1 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 employer can preserve the salary in the following ways:

- (a) 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
- (b) 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).

25.6.2 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.

25.6.3 The redeployment may involve employees undertaking some on-the-job training.

25.7 LEAVE WITHOUT PAY

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

25.8 RETRAINING

25.8.1 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.

25.8.2 If an employee is redeployed to a position that 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 tertiary or other institution, bridging programmes, etc.

25.9 SEVERANCE

Payment will be made in accordance with the following:

25.9.1 For Employees employed prior to 1 July 1992 "Service" for the purposes of this sub clause means total aggregated continuous service with the Employer, and any service recognised as continuous service under the employee's previous employment agreement but excludes any service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance or similar payment from the Employer.

25.9.2 For Employees who commenced employment with the Bay of Plenty District Health Board after 30 June 1992 "Service" for the purpose of this clause means current continuous service with Hospital and Health Services or Regional Health Authorities, the Bay of Plenty Area Health Board, Area Health Boards, Hospital Boards and the Department of Health but excludes any service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance or similar payment from the Employer.

25.9.3 A break in service of one month or less shall not break the continuity of service.

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

25.9.4 12 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and

25.9.5 4 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and

25.9.6 Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

NOTE: The total amount paid to employees under this provision shall not exceed the basic salary (T1 rate only) the employee would have received between their cessation and the date of their being eligible for government superannuation.

25.9.7 If the employee has an entitlement to a retiring gratuity, the full retiring gratuity, shall be paid.

25.9.8 Outstanding annual leave and long service leave may be separately cashed up.

25.10 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.

25.11 COUNSELLING

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

26.0 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:

26.1 The person acquiring the business or the part being sold or transferred

- (a) Has offered the employee employment in the business or the part being sold or transferred; and
- (b) Has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and

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:

- (a) Any service related conditions; and
- (b) Any conditions relating to redundancy; and
- (c) Any conditions relating to superannuation

Under the employment being terminated; and

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:

- (a) In the same capacity as that in which the employee was employed by the Employer; or
- (b) In any capacity that the employee is willing to accept.

27.0 NOTICE

Except in the case of casuals and in the absence of a written agreement between the employer and the individual employee, four (4) weeks written notice of resignation or termination shall be given by either side; but this shall not prevent the Employer from summarily dismissing any employee for serious or wilful misconduct or other just cause. Unless otherwise agreed where the required notice is not given the person terminating the service shall pay or forfeit wages to the value of the unexpired period of notice as the case may require.

28.0 ABANDONMENT OF EMPLOYMENT

Where an employee absents him/herself from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer, and without good cause, he/she shall be deemed to have terminated his/her employment without notice.

29.0 CONSTRUCTIVE ENGAGEMENT

The parties have recognised the value of working more cooperatively and constructively together to achieve the over-arching goal of maintaining and advancing a Pharmacy workforce that takes shared responsibility for providing high quality healthcare on a sustainable basis. To this end we have agreed to progress the ongoing interests and issues of the parties outside of bargaining.

The objectives of the constructive engagement are:

- To ensure the parties' dealings with each other are in accord with the principles of good faith and are characterised by constructive engagement based on honesty, openness, respect and trust;
- That the principles, processes, procedures and goals adopted enable exploration of matters in a meaningful, solution focused approach with the group being empowered to implement appropriately agreed solutions
- That efforts are made to maintain and further develop their relationship, decision making and inter party cooperation;
- To co-ordinate the trialling, and where appropriate, introduction of innovative initiatives which will improve healthcare delivery;
- Work towards enhanced job satisfaction for Pharmacists.
- To achieve consensual decision making and outcomes

The objectives that have been agreed include promoting the provision of a safe, healthy and supportive work environment. The parties also recognise that environmental and fiscal challenges may impinge on work practices and accept that there needs to be constant evaluation to improve productivity and cost effectiveness and to ensure the efficient, sustainable delivery of high quality health services.

Either party can call for a meeting to consult around any of the above objectives; the composition of the respective parties shall have an appropriate senior member with equal representation of other participants with a maximum of 3 to each team with co-opting of others as required.

29.1 PRODUCTIVITY GAINS

Pharmacists and Pharmacy Technicians at the Bay of Plenty DHB participate in service development activities. In recognition of this, discussion around productivity gains is focused on areas that can be progressed at an operational level in relation to different ways of working to improve patient outcomes. Some opportunities for development could

include, but are not limited to, alternative ways of managing the roster and the Regional Medicines Reconciliation Project.

The Regional Medicines Reconciliations Project is a regional project and presents the opportunity for gains within the Pharmacy. To assist in the effectiveness of the project, Pharmacists and Pharmacy Technicians will actively support and participate in the project where appropriate.

30.0 DEDUCTION OF UNION FEES

The Employer shall deduct union fees from the wages and salaries of members of the union when authorised in writing by members. The Employer will forward the monies with the names and the individual amounts deducted to the union.

31.0 STOPWORK MEETINGS

31.1 Subject to subsections 31.2 to 31.5, the Employer shall allow every employee covered by this Agreement to attend, on ordinary pay, at least two meetings (each of a maximum of two hours' duration) in each year (being the period beginning on the 1st day of January and ending on the following 31st day of December) with their representatives.

31.2 The representative shall give the employer at least 14 days' notice of the date and time of any meeting to which subsection 31.1 is to apply.

31.3 The representative shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any meeting, including, where appropriate, an arrangement for sufficient employees members 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 meeting shall be entitled to pay in respect of that meeting and to that end the representative shall supply the employer with a list of employees who attended and shall advise the employer of the time the meeting finished.

32.0 EMPLOYMENT RELATIONSHIP PROBLEMS

32.1 An "employment relationship problem" includes:

- i) A personal grievance
- ii) A dispute
- iii) Any other problem relating to or arising out of the employment relationship.

32.2 Where an Employment Relationship Problem arises the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:

- a) The employee will be provided the opportunity to be represented by their union or other such support person of their choosing at any time during the resolution process.
- b) If the matter is unresolved either party is entitled to seek mediation from the Labour Department or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)

- 32.3 A “personal grievance” means a claim that you:
- i) Have been unjustifiably dismissed; or
 - ii) Have had your employment, or your conditions of employment, affected to your disadvantage by some unjustifiable action by the Employer; or
 - iii) Have been discriminated against in your employment; or
 - iv) Have been sexually harassed in your employment; or
 - v) Have been racially harassed in your employment; or
 - vi) Have been subjected to duress in relation to union membership.
- 32.4 If the employment relationship problem is a personal grievance, you must raise the grievance with the Employer within a period of 90 days, beginning with the date on which the action alleged to amount to a personal grievance, occurred or came to your notice, whichever is the latter. There is also additional time available for raising a personal grievance under the Act, under particular circumstances (ERA Section 115).
- 32.5 Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.
- 32.6 If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.

33.0 HEALTH AND SAFETY

The employer and the employee shall comply with the provisions of the Health and Safety in Employment Act and associated Regulations, concerning safety, health and welfare matters. The parties agree that Employees should be adequately protected from any safety and health hazard arising in the workplace.

- 33.1 It shall be the responsibility of the Employer to ensure that the workplace meets the required standards and that effective and maintained safety equipment is provided.
- 33.2 Where safety equipment is required, it is the responsibility of Employees to ensure it is appropriately utilised.
- 33.3 It is the responsibility of every employee to report any hazards, accidents or injuries as soon as practicable using the Employers hazard management system.
- 33.4 It is the responsibility of the Employer to systematically identify and address any workplace hazards, which may affect the safety of employees.
- 33.5 Where there is a concern regarding the safety of employees, Employees have the right to contact APEX for advice on their rights under Section 28 of the Health and Safety in Employment Amendment Act 2002.

34.0 INDEMNITY

The Employer shall ensure that it is insured in such a manner as to provide adequate professional indemnity insurance cover for Employees including cover for the costs of independent legal representation in the event of claims or issues that affect an Employee and the provision of adequate run-off cover for an Employee for claims arising after an Employee has ceased Employment with the Employer in respects of acts or omissions

during employment.

35.0 TEMPORARY OR FIXED TERM AGREEMENTS

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 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.

36.0 USE OF PRIVATE VEHICLE ON EMPLOYER BUSINESS

Employees who are instructed by the employer to use their private motor vehicle on the employer's business shall be paid a motor vehicle allowance as promulgated by the Inland Revenue Department and adjusted from time to time.

37.0 REIMBURSEMENT OF PROFESSIONAL FEES

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

38.0 SAVINGS

38.1 This Agreement supersedes all terms and conditions in previous agreements.

38.2 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 remove employees of a benefit that was omitted in error. Nor shall it operate so as to provide an employee with a benefit that was inadvertently included.

39.0 TRAVELLING ALLOWANCE

Where an employee is required to attend or conduct a clinic away from their base hospital, or attend to employer business away from their base hospital, the employer shall, wherever possible, pay all accommodation 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.

40.0 VARIATIONS

This Agreement may be varied by agreement between the parties, subject to APEX Union's normal ratification procedures. Such agreement shall be in writing and signed by the parties.

41.0 TERM OF AGREEMENT

This Agreement shall be deemed to have come into force on **12 July 2014** and shall continue in force until **5 December 2016**.

Dated this day of 2014

Signed:

AUTHORISED Representative of the
EMPLOYEE PARTY

AUTHORISED Representative of the
EMPLOYER PARTY

.....
Deborah Powell
National Secretary, APEX

.....
Phil Cammish
CEO, Bay of Plenty DHB

Appendix 1

SICK LEAVE

These provisions apply only to employees who were employed prior to 1 November 2005.

- (a) These provisions are agreed to be inclusive of the special leave requirements of the Holidays Act 2003.
- (b) Where an employee is granted leave of absence from duty on account of sickness or non-work related accident s/he shall be entitled to payment for such leave at ordinary (T1) rates.
- (c) Where leave of absence is granted on account of work related accidents, including work related driving accidents, then payment for such absence shall:
 - (i) for the day of the accident and subsequent six (6) days be at the employee's ordinary (T1) rate of pay or be based on 80% of the employee's earnings in the week prior to the accident (or such other amount as the Accident Insurance Act 1998 may specify), whichever is the greater.
 - (ii) for any absence from the eighth day after the accident be at the employee's ordinary (T1) rate of pay or such greater amount as will be recovered/payable from the Insurer.
- (d) In the case of accidents, payment is conditional on the employee reporting the accident in accordance with the employer's accident reporting requirements, and satisfying all of the requirements under the Accident Insurance Act 1998, and assisting the employer recover earnings related compensation payable by the Insurer.
- (e) Information gathered and retained by the Insurer is confidential and is to be held only for the purposes of the Accident Insurance Act 1998.
- f) Where a claim is not immediately accepted as a work related accident the employee would maintain payment for up to 28 days following the injury. If, at the end of this period, the claim is not accepted as a work related injury, and pending any review to the contrary, then the employer may deduct any payments made from the employee's wages without having to obtain a separate authority from the employee in terms of the Wages Protection Act 1983. Where recovery is instigated repayment shall be 20% of gross weekly pay unless the employee offers a greater amount.
- g) Sick pay will be for an employee's ordinary rostered days of work that fall within the period of leave granted.
- h) The granting of sick pay is conditional on the employee notifying their employer of their illness, and the likely duration and anticipated return to duty not less than one hour (or as varied by the Service Co-ordinator) before the commencement of their rostered duty or as soon as is reasonably practical.
- i) Where an employee has a consistent pattern of short term sick leave absences or where the employee's manager is concerned about the employee's sick record, then the employee's situation may be reviewed by a panel.

The Review Panel shall comprise two employer and two employee representatives. Additionally the Occupational Health Practitioner shall assist the panel in its considerations. The panel shall consult with the employee and his/her manager before making any decisions. The employee may opt to have representation.

The review panel may:

- require the employee to support all future sick pay claims with a medical certificate and/or
 - require the employee to undergo an examination by a medical practitioner nominated by the employer and at the employer's expense, and/or
 - restrict or withdraw for a specified period the sick pay provisions of this clause, such action being limited by the Special Leave provisions of the Holidays Act 2003, and/or
 - recommend that the employee attend an Employee Assistance Programme, and/or
 - other as appropriate.
- (j) Casual employees have no entitlement to sick pay, except to the extent provided by the Holidays Act 2003, except that a casual employee may be granted sick leave if that employee had by prior arrangement been rostered for the work on the day they are sick. "Prior arrangement" in this clause means the employee's name and the pre-arranged hours of work have been entered on the published roster prior to the employee becoming ill or incapacitated.
- (k) Where an employee is suffering from a minor illness which could have a detrimental effect on patients or colleagues, Managers may, at their discretion, either:
- place the employee on suitable alternative duties; or
 - direct the employee to take on payment at base rates (T1 only).

DOMESTIC LEAVE

Employees may be granted leave of absence on ordinary (T1) pay when an employee must, because of any unforeseen illness or accident, stay at home to attend to a member of the employee's household who through illness or accident has become dependent on the employee provided that:

- the production of a medical certificate or other evidence of illness or accident may be required.

the same review procedures set out in (i) above will apply to Domestic Leave.

Appendix 2

NOTE: This clause shall not apply to employees employed after 16 August 1992

The following provisions shall apply for long service leave.

14.1 Eligibility

14.1.1 Employees who have completed 20 years' continuous service as defined below may be granted once only four weeks' long service leave.

14.1.2 (a) Any employee's continuous service previously recognised at the commencement date of this Agreement.

(b) For employees employed after 1 July 1997 only service with DHBs, Blood Services, HHS, CHE's, Hospital Boards and Area Health Boards shall apply.

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

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

- (a) Standard New Zealand Government bursaries or similar Government sponsored awards;
- (b) Recognised training courses;
- (c) Military service;
- (d) New Zealand Government service on secondment or otherwise in the Cook Islands, Niue or Tokelau Islands.
- (e) Parental Leave

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

14.1.5 Employees who resign (except under 14.2.2 and 14.2.3) or who are dismissed, except through no fault of their own, will forfeit any long service leave to which they might otherwise be entitled.

14.2 PROCEDURES FOR TAKING LONG SERVICE LEAVE

- 14.2.1 Long service leave **MUST** be taken in one period except that an employee recalled from leave because of an emergency is entitled to resume leave after the emergency.
- 14.2.2 Except as provided below long service leave **MUST** be taken within five years of qualification and before relinquishment of office or it will be forfeited. There are no exceptions to this rule.
- (a) Employees who are within two years of retirement when they qualify may, at the discretion of the Employer, be paid salary for four weeks' leave at the time of retirement.
 - (b) Employees who are aged 60 or more and who give notice of resignation may, at the discretion of the Employer, be paid salary for four weeks' leave at the time of their resignation.
 - (c) The employer may pay salary for four weeks' leave to an employee who retires medically unfit after qualifying for long service leave, but before taking or forfeiting it under these rules.
 - (d) Employees who have qualified for, but not taken long service leave may, when resigning from the Employer and commencing employment with another HHS, transfer the long service leave. The leave must however be taken within five years of qualification.
- 14.2.3 Payment for long service leave is to be on the same basis of average earnings as applies with annual leave. Average earnings are to be assessed on the basis of the calculation year preceding the leave, and paid out at the commencement of the leave.
- 14.2.4 Allowances and other payments which continue during annual leave **SHALL** be payable during long service leave.
- 14.2.5 Where a public holiday or substituted succeeding day falls during a period of long service leave, the employee is entitled to the holiday which is not to be debited against such leave.
- 14.2.6 Reduced hours or part-time workers are to receive a pro rata reduction of pay, during long service leave.

14.3 DECEASED EMPLOYEES

The Employer may approve a cash payment equivalent to four weeks' salary to the widow, widower or if no surviving spouse exists, to dependent child(ren) or the estate of a deceased employee who had qualified for long service leave but who had neither taken nor forfeited it under these rules. This payment will be in addition to any grant made under the Retirement Gratuity Provisions specified in this Agreement.

Appendix 3

APEX and BOPDHB Pharmacy CEA 1 December 2012 – 11 July 2014.

The following is the formal offer from BOPDHB to APEX following negotiations on 28 and 29 July 2014 for the renewal of the APEX and BOPDHB Pharmacy CEA 1 December 2012 – 11 July 2014.

Term

- 12 July 2014 – 5 December 2016

Salary

- 1.5% increase on base rates effective 14 July 2014
- No change to intern pharmacist rates

On Call

- Increase the on call rate to \$4.04 effective 26 January 2015
- Increase on call rate for public holidays to \$6.06 effective 14 July 2014

Lump Sum

- \$500 lump sum payment pro rata for Pharmacy Technicians only payable on 1 September 2016, to be eligible for this payment the employee must be a current employee as of 1 September 2016.

Merit Progression and the current criteria and CPD

There was considerable discussion about the lack of clarity on the existing processes related to applying for CPD and the current Merit Progression criteria. It was agreed that within 1 month of ratification clarification will be provided, this includes fine tuning the merit criteria where appropriate and a 1 page dot point summary for CPD arrangements.

Reimbursement of Professional Fees

Amend clause 37 as follows:

New

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

Current

The employer shall reimburse permanent employees the cost of membership of the New Zealand Healthcare Pharmacist Association Inc (NZHPA) per annum. Provided that where an employee a) is on a fixed term contract; or b) also works for another organisation or in a private practice, the employer will only be required to reimburse the cost on a pro-rata basis

Clause 40 Bargaining Fee

The parties have agreed there will be no bargaining fee as part of this settlement and therefore to the removal of clause 40 bargaining fee. However, in lieu of a bargaining fee the employers undertake not to automatically offer this settlement to non-members until at least three (3) months after the date of settlement.

Undertaking in relation to expiry

The parties have identified their concerns with a December expiry date, and undertake to meet for a pre bargaining meeting 1 month prior to the earliest point at which initiation for the

APEX and BOPDHB Pharmacy CEA 1 December 2012 – 11 July 2014.

renewal can legally occur. In addition APEX undertakes to initiate for the renewal of the CEA at the earliest possible time and the parties are committed to commence bargaining within 2 weeks of initiation.

This formal offer is authorised by:



Date: 1 / 8 / 2014

Letham White GM Corporate Services
For and on Behalf of the BOPDHB