



# APEX

Association of Professionals and Executive Employees

## AND



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# **ADMINISTRATION SUPPORT OFFICERS: RECEPTION, BOOKINGS OFFICERS AND ULTRASOUND CLINICAL ASSISTANTS**

## **COLLECTIVE EMPLOYMENT AGREEMENT**

**1 July 2014 to 30 June 2015**

## ARRANGEMENT

Clause	Page
<b>Part One: Application of Collective Employment Agreement.....</b>	<b>4</b>
1.0 PARTIES .....	4
2.0 COVERAGE & DUTIES .....	4
<b>Part Two: Provisions Relating to the Hours of Work.....</b>	<b>5</b>
3.0 HOURS OF WORK .....	5
4.0 MEAL PERIODS AND REST BREAKS .....	5
<b>Part Three: Rates of Remuneration .....</b>	<b>6</b>
5.0 SALARIES, WAGES & OVERTIME .....	6
6.0 REIMBURSEMENT OF EXPENSES ON EMPLOYER BUSINESS.....	6
7.0 PUBLIC HOLIDAYS .....	6
8.0 ANNUAL LEAVE .....	7
9.0 SICK LEAVE .....	8
10.0 BEREAVEMENT LEAVE .....	9
11.0 PARENTAL LEAVE.....	9
12.0 JURY SERVICE AND WITNESS LEAVE .....	9
<b>Part Five: Terms of Employment .....</b>	<b>9</b>
13.0 UNIFORMS .....	9
14.0 HEALTH & SAFETY .....	9
15.0 REDUNDANCY .....	10
16.0 PAYMENT OF WAGES & SALARY SCALE.....	11
17.0 LOCATIONS OF WORK .....	12
18.0 TERMINATION OF AGREEMENT .....	12
19.0 INCAPACITY .....	12
20.0 CONFLICT OF INTEREST .....	13
<b>Part Six: Other Provisions .....</b>	<b>13</b>
21.0 LEGAL LIABILITY .....	13
22.0 STOP WORK MEETINGS .....	13
23.0 PERSONAL GRIEVANCE, DISPUTES & EMPLOYMENT RELATIONSHIP PROBLEMS .....	13
24.0 VARIATION .....	15
25.0 TERM OF AGREEMENT .....	15

## DEFINITIONS

In this Agreement unless the context otherwise requires:

**“Employer”** means Fulford Radiology Services Limited (FRSL), the company employing parties to this Agreement.

**“Employee”** means staff members employed by FRSL under the terms of this Agreement and who is a member of APEX.

**“Full Time”** means 40 hours per week.

# COLLECTIVE EMPLOYMENT AGREEMENT

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## Part One: Application of Collective Employment Agreement

This agreement is made pursuant to the Employment Relations Act.

### 1.0 PARTIES

1.1 The parties to this Agreement:

- (a) Fulford Radiology Services Limited (FRSL), through the Operations Manager of FRSL, will exercise the Employer responsibilities ("the Employer"); and
- (b) Association of Professional and Executive Employees ("the union" or "APEX").

1.2 This agreement is binding on the parties to it.

1.3 The parties agree that any Employee who is engaged by the Employer or current Employee who joins APEX between the date this agreement comes into effect and the expiry date will be offered in writing the opportunity to become a party to this agreement. If this happens the new Employee will from the date of becoming a party, be entitled to all the benefits, and be bound by all the obligations, under this agreement.

The name of any new Employee who becomes a party to this agreement by virtue of the operation of this sub-clause is deemed to be a union member.

1.4 If an Employee who is a union member leaves the employment of FRSL then they will no longer be covered by this agreement.

1.5 A current Employee who is not a member of APEX but who subsequently joins APEX, will be translated onto this collective agreement in a manner as agreed between the Employer and APEX and in such a manner so as to not advantage them over current Employees covered by this collective agreement.

### 2.0 COVERAGE & DUTIES

#### 2.1 Coverage Clause

The coverage of this collective agreement is any person employed or engaged by FRSL as an administration support officer which comprises the roles of receptionist and/or bookings officer and/or ultrasound clinical assistant within the administration area of the company.

The role contributes to the requirements of the company's administrative patient services areas, which will be achieved by providing a professional, friendly and efficient service to Fulford's patients.

For this role, the key components are:

- Reception at FRSL's Taranaki locations, in accordance with the position description. The Employee will work in any of the locations as required by the Reception Team Leader or Operations Manager. Receptionists acknowledge they will need to be flexible to ensure that all FRSL Reception locations are adequately covered when colleagues require leave.
- Bookings Office
- Ultrasound clinical assistants

Training to provide clinical assistant cover in Ultrasound may also be undertaken in due course. In addition, some training in Bookings may be given for the purpose of back-up when required. Staff working in Reception, Ultrasound and Bookings are all members of the Administration Support Officer team.



## **2.2 Duties**

The Employee will perform the duties set out in the position description. These duties may be modified and updated by the Employer from time-to-time following consultation with the Employee. Any changes will be in writing. The Employee also agrees to perform all other reasonable duties and comply with reasonable instructions issued by the Employer which may be required.

## **2.3 Performance Review**

The Employer will conduct a performance review of the Employee on at least an annual basis from date of commencement.

# **Part Two: Provisions Relating to the Hours of Work**

## **3.0 HOURS OF WORK**

- 3.1 FRSL's current normal hours of business are 8:00 am to 5:00 pm Monday to Friday at Base Hospital; 8:00 am to 5:00 pm some days and to 6:00 pm some days at Fulford Street; and 9:00 am to 6:00 pm Monday to Friday at Phoenix site. For this role hours worked will normally be undertaken within these business hours. Your core hours will average 40 per week within the above hours unless otherwise agreed in your letter of offer.
- 3.2 The number of core hours can only be altered with agreement by both parties. Any mutually-agreed changes to core hours of work will be in writing.
- 3.3 You may be asked to work additional hours on an as-required basis. Such hours will be arranged with you.
- 3.4 Full Administration Support Officer Team meetings are held during the year (quarterly or less often) after normal business hours, and you are required to attend these. These are normally arranged several weeks in advance so a reasonable amount of notice is given.
- 3.5 Current normal hours and days of business may change after consultation with the Union.

## **4.0 MEAL PERIODS AND REST BREAKS**

- 4.1 The Employee will not 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 Rest breaks of 10 minutes each for morning tea and afternoon tea, where these occur during duty, will be allowed as time worked.
- 4.3 During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar is supplied by FRSL.

## Part Three: Rates of Remuneration

### 5.0 SALARIES, WAGES & OVERTIME

- 5.1 our ordinary rate of pay will be in accordance with the scale at clause 16:
- 5.2 In the event of an Employee being asked to work on a Saturday, and the Employee agrees, remuneration will be at T1.5 (time-and-a-half) for actual time worked on the Saturday if your core hours have already been worked that week.
- 5.3 In the event the Employee is asked to work and agrees to work additional hours (only if normal hours have already been worked) over the normal day, these additional hours will be paid at T1.5.
- 5.4 Staff will be paid at T1 of their ordinary salary for the time spent at full ASO team meetings.

### 6.0 REIMBURSEMENT OF EXPENSES ON EMPLOYER BUSINESS

- 6.1 Employees who are instructed by FRSL to use their private motor vehicle on FRSL business will be paid a motor vehicle allowance as promulgated from time to time by the Inland Revenue Department (IRD) in terms of the agreed formula.
- 6.2 In all other circumstances with the prior approval of FRSL, actual and reasonable expenses incurred while on the business of FRSL will be reimbursed.

## Part Four: Provisions Relating to Leave

### WHOLE HOLIDAYS

#### 7.0 PUBLIC HOLIDAYS

The Employee is entitled to up to 11 public holidays per year, in addition to annual leave. Where the public holiday falls on a day that would otherwise have been a working day for the Employee, you are entitled to be paid your ordinary rate of pay for the hours you would normally have worked on that day.

- 7.1 The following days are observed as public holidays:

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

#### 7.2 Employees Required to Work on Public Holidays:

If the Employee is required by the Employer to work on a public holiday, the Employee will be paid at T1.5 of the Employee's normal hourly rate for the hours actually worked, plus one alternate holiday paid at T1, on a day mutually agreed between the Employer and Employee. However, it is unlikely that the Employee will be required to work on a public holiday.

Where a public holiday falls on a day that would otherwise be a working day for you, and you do not work on that day, you will be paid your relevant daily pay for that day.

Any alternative holiday granted under clause 7.2 will be taken at a time agreed between the employer and employee. The employee must give their manager at least 14 days notice of their intention to take an alternative holiday. If the employer and employee cannot agree on the timing of an alternative day within 12 months of it falling due, the employer can direct the employee to take the alternative day on 14 days notice.

Payment for public holidays and any alternative days will be paid in the pay period that relates to the observed public holiday or when the alternative day is taken. If the employee has not taken the alternative day within 12 months of entitlement they may request that the day be paid out. Payment for any remaining alternative holidays not taken by the employee during employment will be paid in the pay period following their last day of employment.

### **7.3 Public Holidays Falling During Leave or Time Off**

#### **Leave On Pay**

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

#### **Leave Without Pay**

An employee is not entitled to payment for a public holiday falling during a period of leave without pay (including sick leave and military leave without pay)

## **8.0 ANNUAL LEAVE**

- 8.1 You will be granted in accordance with the Holidays Act 2003 and its Amendments, leave of absence on full pay (pro-rated for part-time Employees) in respect of each leave year, of four weeks annual leave from first anniversary of employment with FRSL.
- 8.2 In addition to the statutory requirements of the Act, at the end of four years (anniversary date of Employee's commencement onwards), you will be entitled to two additional days annual leave.
- 8.3 The Employee's entitlement will accrue on a pro-rata basis during their employment from the first day of their employment.
- 8.4 Annual leave may, with the agreement of the Employer, be taken after six months continuous employment but will not exceed the amount accrued by the Employee at the time of going on leave. The Employee agrees that the Employer will be entitled to deduct from any salary payment on termination of employment, any overpayment made to the Employee for leave taken in advance.
- 8.5 After 12 months employment the Employee will, if they so elect, be provided with an opportunity to take at least two weeks of their annual leave entitlement in an uninterrupted break.

8.6 The time for taking annual leave will be agreed between the Employer and the Employee. The Employer will not unreasonably withhold consent to the timing of your annual leave. Failing agreement and having consulted with you, taking into account your work requirements and the opportunity to take leave, the Employer may require you to take annual leave commencing on a particular date. The Employer will provide you with at least 14 days notice, directing you to take leave.

## 9.0 SICK LEAVE

9.1 The Employee is entitled to five days sick leave per year, with a maximum accumulation to 20 days. On each Employee's anniversary date, sick leave will be adjusted to ensure that no more than 20 days are accumulated.

9.2 The five days sick leave entitlement will be effective after six months if the Employee has worked at an average of at least 10 hours per week and at least one hour per week or 40 hours per month. Sick leave can be taken where the Employee is sick or where the Employee's spouse or a person who is dependent on the Employee is sick or injured. Any sick days taken within the first six months of employment will be unpaid.

9.3 The Employee's entitlement will accrue on a pro-rata basis during their employment from the first day of their employment.

9.4 After six months FRSL Employees will be provided with a further five days special FRSL sick leave entitlement at their ordinary hourly rate. This entitlement is granted by FRSL and is over and above the statutory requirements of the Holidays Act. It provides for additional five days per year and may only be utilised when the Employee is sick. It is non-accumulative, and is in addition to that provided in clause 9.1 above.

9.5 The production of a medical certificate or other evidence of illness may be required to support any sick leave absence:

- of three or more consecutive calendar days; or
- where you have used your statutory entitlement.

If we require a medical certificate, this certificate must state that you have / the dependant person has been examined by a doctor and you are / the dependant person is, in the doctor's opinion, not fit to attend work / requires home care because of sickness or injury. This is at the employee's cost.

9.5.1 Where an Employee is incapacitated by sickness or injury arising out of and in the course of employment, FRSL may pay the difference between ACC payments if applicable, and the full salary, using the Employee's available sick and/or annual leave.

9.5.2 For medical care of a non-urgent nature Employees will endeavour to make appointments out of working hours. When this is not possible Employees may take appointments within working hours with the prior permission of the appropriate Manager and without loss of remuneration, for a maximum of one hour. This is at the Manager's discretion.



## **10.0 BEREAVEMENT LEAVE**

- 10.1 The Employee is entitled to bereavement leave of up to three days in relation to the death of their spouse, child, grandchild, parent, grandparent, sibling or parent or their spouse's parent if they have worked for six months at an average of at least 10 hours per week and at least one hour per week or 40 hours per month.
- 10.2 The Employee is entitled to one day of paid bereavement leave if the Employer considers the Employee has suffered a bereavement through the death of another person, as per the criteria above.
- 10.3 The Employee is entitled to maintain their bereavement leave entitlement for each 12-month period after this date as long as the criteria above continue to apply.
- 10.4 The assessment of whether the Employee qualifies for bereavement leave will be made after the Employee has been employed with the Employer for six months (and each subsequent 12-month period).

## **11.0 PARENTAL LEAVE**

### **11.1 Statement of Principle**

The provisions of the Parental Leave and Employment Protection Act 1987 and its amendments, will apply.

## **12.0 JURY SERVICE AND WITNESS LEAVE**

- 12.1 Employees called on for jury service/witness leave are required to serve. Where FRSL considers that the need for the Employee to continue in their FRSL role is essential, FRSL may apply for postponement.
- 12.2 An Employee called on for jury/witness service may elect to take annual leave, leave on pay of up to five days on relevant daily pay (RDP), or leave without pay. Where annual leave or leave without pay is granted or where the jury service is performed during an Employee's off duty hours, the Employee may retain the fees and expenses paid.
- 12.3 Where leave on pay is granted, a certificate is to be given to the Employee by FRSL to the effect that the Employee has been granted leave on pay and requesting the Court to complete details of fees and expenses paid. The Employee is to pay the fees received to FRSL but may retain expenses.
- 12.4 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 practical.

## **Part Five: Terms of Employment**

### **13.0 UNIFORMS**

You will be required to wear a particular uniform which FRSL will provide in accordance with the Company's uniform policy. Any deviation from the uniform as issued may be regarded as misconduct.

### **14.0 HEALTH & SAFETY**

Both the Employer and the Employee will comply with their obligations under the Health and Safety in Employment Act 1992 and its amendments. Employees are

required to be familiar with and adhere to FRSL's Health & Safety Policy and its specific requirements arising from the needs of the workplace, which are defined in FRSL's protocols. Employees are expected to take an active role in contributing to their own and their colleagues' safety while at work. (Health and Safety information is incorporated into the staff induction process.) Specifically, while at work, FRSL Employees must:

- (a) Take reasonable care for their own safety, and that their acts or omissions do not adversely affect the health and safety of other persons;
- (b) Comply, so far as reasonably able, with any reasonable instruction that is given by FRSL to allow FRSL to comply with health and safety legal obligations; and
- (c) Co-operate with FRSL's reasonable policies or procedures relating to health and safety in the workplace that have been notified to Employees.

## **15.0 REDUNDANCY**

- 15.1 No Employer can guarantee that employment will not come to an end because the Employee's service is no longer required due to factors like a downturn in business, a re-organisation of the whole or any part of the Employer's operations, review of work methods, changes in equipment or plant, a sale of some or all of the Company etc. However, before any decision is made to terminate employment due to redundancy, staff will be consulted to obtain suggestions for consideration of any realistic alternative.
- 15.2 By mutual agreement between the Employee and the Operations Manager, payment will be made in accordance with the following:
  - (a) 8.33 per cent of basic 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
  - (b) 6 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for Employees with less than 12 months' service; and
  - (c) 2 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
  - (d) Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.
- 15.3 Employees with not less than eight years' service but less than ten years' service, shall be paid two weeks' basic salary (T1 rate only).
- 15.4 Employees with not less than five years' service but less than eight years' service, shall be paid one week's basic salary (T1 rate only).
- 15.5 Outstanding annual leave and long service leave may be separately cashed up.

## 15.9 Technical

- 15.9.1 Where the Employee's position of employment is redundant by reason of the sale or outsourcing or merger or transfer of any part of the Employer's business or operations, the Employee is not entitled to compensation if they are offered similar employment by the purchaser, transferee or merged entity, on terms of employment which are similar to the Employee's terms of employment at the time of the sale or outsourcing.
- 15.9.2 In the event of all or part of the Employer's business being transferred or sold to a new employer, where there exists the loss or potential loss of the Employee's job, the process to be followed will be:
- (a) The Employer will meet with the Employee and provide information about the proposed arrangement. The Employee will have the opportunity to offer comments and suggestions to the Employer.
  - (b) FRSL will negotiate with the new employer, including whether the Employee will transfer to the new employer on similar terms and conditions and will use best endeavours to secure the new employer's agreement to offer employment to the Employee.
- 15.9.4 Where the Employee is not offered employment by the new employer, the Employer will:
- (c) activate the redundancy provisions of this agreement;
  - (d) during their period of notice provide the Employee with access to employment counselling under the EAP arrangements;
  - (e) allow the Employee absence from work on pay to undertake a job search or attend job interviews, as agreed with the Employer.

## 16.0 PAYMENT OF WAGES & SALARY SCALE

Clerical/Administration Salary Scale	
10	46,376
9	45,691
8	45,015
7	44,350
6	43,695
5	43,049
4	42,413
3	41,786
2	41,168
1	40,560

*Note:*

- All start on step one
- Annual increments to step 7
- Steps 8-10 by merit
- Also Employer has ability to move an Employee through scale on performance
- This clause commences from date of ratification in 2014.

- 16.1 All wages will be paid two weekly (14 days), no later than Thursday.
- 16.2 Each Employee will be supplied with an emailed payslip showing details of earnings, allowances and deductions for each pay period.
- 16.3 Wages will be paid by direct lodgement at a financial institution to the credit of an account nominated, in writing, by the Employee.
- 16.4 All wages will be paid immediately following the dismissal of an Employee. When an Employee leaves of their own accord they will be paid on the final day of their employment, all monies owing to them.
- 16.5 Progression beyond step 7 is based on merit at the Employer's discretion.

## **17.0 LOCATIONS OF WORK**

- 17.1 New Plymouth employed receptionists will be expected to work at any of Fulford's Taranaki locations where reception services are required. You **may** be rostered to work at FRSL's Base Hospital, Fulford Street and Phoenix premises, as per the Reception roster. In the event that Reception services were to be provided at any additional locations in Taranaki, these would be included in the Reception roster.
- 17.2 The Reception role may also be required to be undertaken at Hawera from time-to-time. When this happens you will be given as much notice as reasonably practicable. If you were required to work in Hawera your travel costs and time between New Plymouth and Hawera would be paid by Fulford.
- 17.3 If you are employed as a South Taranaki Administration Support Officer and you were required to travel to North Taranaki, your travel costs and time between South Taranaki and New Plymouth would be paid by Fulford.
- 17.4 Payment for travel costs will be at the current rate as prescribed by the IRD. A round trip to Hawera is 144km.
- 17.5 FRSL's sites are currently as follows:
- Base Hospital
  - Hawera Hospital
  - Stratford Health Centre
  - Fulford Street Clinic
  - Phoenix Urgent Doctors
  - Medi-Cross Taranaki Clinic
  - Waitara Health Centre.

You will be advised of any amendments to this list.

## **18.0 TERMINATION OF AGREEMENT**

- 18.1 You are required to give a minimum of four (4) weeks notice of resignation. If you do not give the full period of notice the Company may deduct from any payments owing to you a sum equivalent to a maximum of four weeks pay. Annual leave may not be granted during the four weeks notice period. FRSL may elect to pay your notice in lieu of requiring you to work out the term of notice.
- 18.2 FRSL must give you four (4) weeks notice of termination or four weeks salary in lieu of such notice. You may however be dismissed without notice for serious misconduct.
- 18.3 On termination of employment you must immediately return any property of the Employer which is in your possession.

## **19.0 INCAPACITY**

### **19.1 Medical Examination**

The Employer is entitled to require the Employee to undergo a medical examination, at the Employer's cost, by a registered medical practitioner nominated by the Employer. Such requirement will be used where the Employer has reasonable grounds for concern that the Employee's health is affecting their safety or effectiveness at work, or the safety of others in the workplace.

- 19.2 If as a result of mental or physical illness you are incapable of carrying out the employment duties and obligations, FRSL may terminate employment. In that event, FRSL would give you such notice as FRSL deems appropriate in the circumstances, in accordance with the "Termination of Agreement" clause in this Agreement.



## **20.0 CONFLICT OF INTEREST**

- 20.1 The Employee agrees that there are no contracts, restrictions or other matters that would interfere with their ability to discharge their obligations under this agreement. If, while performing their duties and responsibilities under this agreement the Employee becomes aware of any potential or actual conflict between their interests and those of the Employer, the Employee will immediately inform the Employer.
- 20.2 Where the Employer forms the view that such a conflict does or could exist, it may direct the Employee to take action(s) to resolve that conflict and the Employee will comply with that instruction. When acting in their capacity as Employee, the Employee will not, either directly or indirectly, receive or accept for their own benefit or the benefit of another person or entity other than the Employer, any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Employer.

## **Part Six: Other Provisions**

### **21.0 LEGAL LIABILITY**

- 21.1 FRSL undertakes to indemnify Employees against actions taken against them as a result of damage suffered by any person as a result of acts or omission of the Employee while acting in the course of his or her employment.
- 21.2 Where there is a potential for a “conflict of interest” FRSL will ensure independent representation is available to the Employee.
- 21.3 Indemnity or legal representation will not apply to Employees acting outside the course and scope of their FRSL employment.

### **22.0 STOP WORK MEETINGS**

- 22.1 Subject to subsections 22.2 to 22.5, FRSL will 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.
- 22.2 The representative will give the Employer at least 14 days’ notice of the date and time of any meeting to which subsection 22.1 is to apply. The actual timing of such meetings will be by mutual agreement.
- 22.3 The representative will make such arrangements with the Employer as may be necessary to ensure that the Employer’s business is maintained during any meeting, including, where appropriate, an arrangement for sufficient Employees to remain available during the meeting to enable the Employer’s operation to continue.
- 22.4 Work will resume as soon as practicable after the meeting, but the Employer will not be obliged to pay any Employee for a period greater than two hours in respect of any meeting.
- 22.5 Only Employees who actually attend a meeting will be entitled to pay in respect of that meeting and to that end the representative will supply the Employer with a list of Employees who attended and will advise the Employer of the time the meeting finished.

### **23.0 PERSONAL GRIEVANCE, DISPUTES & EMPLOYMENT RELATIONSHIP PROBLEMS**



- 23.1 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.
- 23.2 Where an Employment Relationship Problem arises the parties will in the first instance seek to resolve it between the immediately affected parties.
- 23.3 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.)
- 23.4 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 FRSL; 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.
- (FRSL Protocol HR\_PR\_015 Anti-Discrimination and Equal Employment Opportunities (EEO) covers discrimination in employment, and FRSL Protocol HR\_PR\_034 Anti-Harassment and Anti-Bullying covers policy and procedures for dealing with harassment. These protocols must be read and followed prior to any action being taken outside FRSL.)
- 23.5 If the employment relationship problem is a personal grievance, you must raise the grievance with FRSL 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.
- 23.6 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.
- 23.7 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.

