

PHARMACY COLLECTIVE EMPLOYMENT AGREEMENT

BETWEEN THE



AND



15 October 2016 to 14 October 2019

CONTENTS

1.0	PARTIES AND COVERAGE	4
2.0	INTERPRETATIONS	4
3.0	HOURS OF WORK	5
4.0	MEAL PERIODS AND REST BREAKS	5
5.0	SALARIES AND WAGES	6
6.0	OVERTIME, PENAL RATES AND DUTY ALLOWANCES	9
7.0	ON CALL	11
8.0	HIGHER DUTIES ALLOWANCE	12
9.0	TRAVELLING ALLOWANCE	13
10.0	PUBLIC HOLIDAYS	13
11.0	ANNUAL LEAVE	14
12.0	SICK LEAVE	17
13.0	BEREAVEMENT/TANGIHANGA LEAVE	18
14.0	LONG SERVICE LEAVE	18
15.0	PARENTAL LEAVE	19
16.0	REAPPOINTMENT AFTER ABSENCE DUE TO CHILDCARE	22
17.0	JURY SERVICE AND WITNESS LEAVE	23
18.0	UNION REPRESENTATIVE'S EDUCATION LEAVE	23
19.0	PROTECTIVE CLOTHING AND EQUIPMENT AND UNIFORMS	23
20.0	REIMBURSEMENT OF PROFESSIONAL FEES	24
21.0	REFUND OF ANNUAL PRACTISING CERTIFICATE	24
22.0	RECERTIFICATION / TRAINING / CONTINUING PROFESSIONAL DEVELOPMENT	24
23.0	EMPLOYEE PARTICIPATION	25
24.0	Reserved.....	26
25.0	STAFF SURPLUS	26
26.0	EMPLOYEE PROTECTION PROVISION	30
27.0	NOTICE	31
28.0	ABANDONMENT OF EMPLOYMENT.....	31

29.0	DEDUCTION OF UNION FEES.....	31
30.0	STOPWORK MEETINGS	32
31.0	EMPLOYMENT RELATIONSHIP PROBLEMS	32
32.0	HEALTH AND SAFETY	33
33.0	INDEMNITY	33
34.0	TEMPORARY OR FIXED TERM AGREEMENTS	34
35.0	USE OF PRIVATE VEHICLE ON EMPLOYER BUSINESS	34
36.0	SAVINGS	34
37.0	VARIATIONS	34
38.0	TERM OF AGREEMENT	34
Schedule 1	RETIRING GRATUITIES.....	36
Schedule 2	PROGRESSION CRITERIA	39

1.0 THE PARTIES TO THIS COLLECTIVE AGREEMENT

- (a) Southern 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.

The terms of this collective agreement will not be passed on automatically to any existing employee who is not an APEX member.

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, administrative 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.

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

3.0 HOURS OF WORK

- 3.1 The ordinary working hours of an employee employed whole time, shall be 40 in each week, to be worked on not more than five days. Each daily duty shall be continuous except for meal periods and rest breaks.
- 3.2 The working week shall always start and end at Midnight Sunday/Monday.
- 3.3 Except in an emergency, no employee shall work more than seven consecutive duties at any one time.
- 3.4 The employer may vary the hours of work for whole-time Southland Hospital pharmacy employees employed prior to 1 July 1992 by agreement between the employees affected and the employer. Such agreement shall not be unreasonably withheld. Any such agreement shall be in writing.

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 Pharmacists

- (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	15-Oct-16	15-Oct-17	15-Oct-18	Criteria for Advancement
10	91,578	93,290	95,036	Must meet pharmacy progression criteria
9	88,578	90,290	92,036	Must meet pharmacy progression criteria
8	85,578	87,290	89,036	Must meet pharmacy progression criteria
7	81,501	83,131	84,794	Must meet pharmacy progression criteria
6	77,020	78,560	80,131	Must meet pharmacy progression criteria
5	73,774	75,250	76,755	Must meet pharmacy progression criteria
4	71,570	73,001	74,461	Pharmacist - Automatic
3	67,572	68,923	70,302	Pharmacist - Automatic
2	64,806	66,102	67,424	Pharmacist - Automatic
1	59,302	60,488	61,698	Pharmacist - Automatic

Pharmacy Interns

Step	15-Oct-16	15-Oct-17	15-Oct-18
N/A	44,914	45,812	46,728

5.1.1 Progression

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

by way of annual performance review.

- (b) Progression above step 4 shall be in accordance with the criteria detailed in the Pharmacy Progression Criteria document.
- (c) The criteria for appointment / progression above Step 8 will be finalised in early 2017 and will be detailed in the Pharmacy Progression Criteria document.

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:

Pharmacy Technician – Qualified & Trainee

Step	15-Oct-16	15-Oct-17	15-Oct-18	Criteria for advancement
10	60,805.23	61,981	63,181	Must meet pharmacy progression criteria
9	58,805.23	59,981	61,181	Must meet pharmacy progression criteria
8	56,406.48	57,535	58,685	Must meet pharmacy progression criteria
7	54,253.16	55,338	56,445	Must meet pharmacy progression criteria
6	50,511.11	51,521	52,552	Qualified -automatic
5	48,641.60	49,614	50,607	Qualified -automatic
4	44,934.90	45,834	46,750	Min. rate for qualified
3	41,904.90	42,743	43,598	Trainee - automatic
2	38,913.28	39,692	40,485	Trainee - automatic
1	35,918.63	36,637	37,370	Trainee - automatic

5.2.1 Progression

Trainee technicians shall be appointed to steps 1-3 depending on previous relevant experience. Qualified technicians shall be appointed to a minimum of step 4.

- (a) Progression through the scale shall be by automatic annual increment, (for Trainee Pharmacy Technicians steps 1 to 3; for Qualified Pharmacy Technicians steps 4 to 6) on each employee's commencement anniversary or such other anniversary as agreed between the parties subject to satisfactory performance as assessed by way of annual performance review.
- (b) Progression above step 6 shall be in accordance with the criteria detailed in the Pharmacy Progression Criteria document.
- (c) A Pharmacy Technician holding a designated leadership position shall be appointed on a minimum of Step 7 of the Pharmacy Technician pay scale.
- (d) Step 10 of the Pharmacy Technician pay scale shall be reserved as a merit step for Technicians holding designated leadership responsibilities and is subject to the appointee meeting the criteria set out in the Pharmacy Progression Criteria Document that will be finalised early in 2017.

- (d) In the event that a Pharmacy Assistant employed by Southern DHB is appointed to a Trainee Pharmacy Technician position, they will be placed on the appropriate Trainee step (1-3) and be paid an abating allowance to maintain their salary as at the date of appointment to the trainee technician scale, until such time as their salary increases to a higher rate than they were on at appointment.

5.3 Pharmacy Assistant

Step	15-Oct-16	15-Oct-17	15-Oct-18	Progression criteria
4	44,915	45,813	46,729	Assistant - Automatic
3	41,509	42,339	43,186	Assistant - Automatic
2	38,312	39,079	39,860	Assistant - Automatic
1	35,123	35,825	36,542	Assistant - Automatic

5.3.1 Progression

Progression between steps 1–5 inclusive shall be by automatic annual increment on each employee’s commencement anniversary or such other anniversary as agreed between the parties, subject to satisfactory performance as determined by annual performance review.

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 Recognition of Previous Service for Commencement on the salary scales.

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

- (a) **New Zealand Qualified Pharmacists**
All service as a Pharmacist Full credit
- (b) **Overseas Qualified Pharmacists**
- (i) 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.
 - (ii) 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.
 - (iii) Where the requirements of the registration board are not met at time of entry, service will only be counted from the commencement date of employment as a Pharmacist in New Zealand.
- (c) **Pharmacy Technicians and Pharmacy Assistants**
All service in a Pharmacy service in New Zealand Full credit

5.6 **Salary Increments While on Study Leave**
Employees on full-time study leave with or without pay shall continue to receive annual increments.

5.7 **Miscellaneous Conditions Relating to Salaries**
No deduction other than those legally required, or as 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 no longer than fortnightly intervals and by direct credit.

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

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.

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

6.2 Overtime

Subject to 6.4, overtime shall be paid at the following rates. In computing overtime, each day shall stand-alone.

- 6.2.1 In respect of overtime worked on any day (other than a public holiday), from midnight Sunday/Monday to midnight on the following Friday at one and one-half times the normal hourly rate of pay (T1.5) for the first three hours and at double the normal hourly rate of pay (T2) thereafter except that employees working overtime between 2200 hours and 0600 hours will be paid at the rate of T2.
- 6.2.2 In respect of overtime worked from midnight Friday/Saturday to midnight Sunday/Monday or on a public holiday at double the normal hourly rate of pay (T2).
- 6.2.3 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)
- 6.4 **Overtime and penal time**
Overtime and penal time shall not be paid in respect of the same hours.
- 6.5 **Minimum Breaks 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 and the approval of the employer, to have a 9 hour break after the call back is completed.

7.0 ON CALL

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 \$4.04 per hour or part thereof while on call. Except on Public Holidays where the on call allowance shall be \$6.06 per hour or part thereof.

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 a cell phone shall be made available by the employer 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, 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 Phone consultation

- a) It is agreed by the parties that phone consultation data will be collated and be provided to the Union by the end of the term of this collective agreement for consideration during the next negotiations.
- b) Where a pharmacist receives an enquiry via telephone whilst in the course of their on-call duties that fulfils the following criteria:
- i. The enquiry required either:
 - Consultation with secondary reference sources (e.g. Micromedex® online database, Up-to-Date online, Martindale or similar) or
 - Consultation with at least two tertiary reference sources (e.g. BNF, MIMs or similar) or
 - The enquiry required accessing laboratory test results with subsequent interpretation of the same or
 - The enquiry required a calculation to be completed that fulfilled all criteria listed below.
 - Or related to the Provision/advise on domiciliary oxygen.
 - Or related to arranging access/transport of external stock.
 - ii. The enquiry takes at least 15 minutes to complete.
 - iii. The enquiry required a return phone call to the enquirer to be made.
 - iv. The questions, answer and references sources used are documented on the on-call record sheet.
 - v. A call-out has not been made within the last three hours (from receiving the telephone call).
 - vi. Or any enquiry requiring more than 30 minutes work.

The pharmacist will be paid a minimum of one hour at the appropriate overtime rate.

- 7.2.3 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 in accordance with clause 35.

- 7.3 Employees who are on call shall accrue an additional 8 hours annual leave for every 230 qualifying hours on call up to a maximum of 24 hours leave (690 qualifying hours on call) per annum.

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 3 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 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.

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
Southland or Otago Anniversary day. (One anniversary day per employee per year as observed in the locality concerned).

In accordance with the Holidays Act 2003, if an employee normally works on a Saturday and or a Sunday and if any of Anzac Day, Waitangi Day, 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 an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- 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 an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- 10.2.3 An employee required to be on call on a Public Holiday shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- 10.2.4 Any employee required to work on Anzac Day, Waitangi Day, 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 an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.

Any employee who is not required to work on Anzac Day, Waitangi Day, 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 Anzac Day, Waitangi Day, 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 an alternative holiday for each public holiday worked (an employee is entitled to a maximum of one alternative holiday only for each public holiday) .

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, falls on a full time 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 Where a part time employee's days of work are fixed (for example, the employee has been engaged to work every Monday to Wednesday) the employee shall be entitled to public holiday provisions if the public holiday falls on one of those days (ie, the day is otherwise a working day for that employee)
- 10.3.6 Where a part-time employee's days of work are not fixed shall be entitled to public holiday provisions if they have 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.

11.0 ANNUAL LEAVE

11.1 Subject to 11.3 below, employees other than casuals shall be entitled to 4 weeks annual leave paid in accordance with the Holidays Act, except that on completion of five years recognised service, the employee shall be entitled to 5 weeks annual leave.

11.2 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.

11.3 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.

11.3.1 The term "leave year" means the year ending with the anniversary date of the employee's appointment.

11.3.2 "Service" (for annual leave purposes only) means:

- (i) For the purpose of this clause, the service of an employee shall be deemed to comprise all periods of employment with either the Southland District Health Board or Otago District Health Board and predecessor organisations until 30 April 2010, and all periods of service with Southern DHB since 01 May 2010. Dunedin Hospital Pharmacy employees who were previously employed on the terms and conditions of the Southern DHB-NDU collective agreement 2009-11 and have remained continuously employed shall continue to have service recognised under that collective agreement for annual leave purposes. Southland Hospital Pharmacy employees who were employed on 01 May 2012 and have remained continuously employed shall have service which has been recognised in a previous period of employment recognised for annual leave purposes.
- (ii) Predecessor organisations includes Hospital Board, Area Health Board, Crown Health Enterprise, Hospital and Health Service, as well as Health Service Personnel Commission and Department of Health, of at least 12 months' duration.

(iii) For new employees service for the purpose of this clause will recognise current continuous service with other District Health Board's and service shall not be deemed to be broken by an absence of less than three months.

(iv) Extended leave without pay at the end of a period of service which ends in a resignation or a termination of services is excluded from previous service for crediting, i.e. the effective date for deciding service is the last day actually on pay.

11.3.3 The employer may permit an employee to take annual leave in one or more periods.

11.3.4 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.

11.3.5 When an employee ceases employment, wages shall be paid for untaken annual leave, and the last day of employment shall be the last day worked.

11.3.6 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.

11.3.7

Days of Absence (including Saturdays and Sundays)	Annual Leave Entitlement		
	To be reduced by the number of working days shown below		
Days	Annual Leave Entitlement		
	4 weeks	5 weeks	6 weeks

0-35	-	-	-
36-71	2	2-1/2	3
72-107	4	5	6
108-143	6	7-1/2	9
144-179	8	10	12
180-215	10	12-1/2	15
216-251	12	15	18
252-287	14	17-1/2	21
288-323	16	20	24
324-359	18	22-1/2	27
360-365	20	25	30

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.

12.0 **SICK LEAVE**

12.1 **Conditions**

- 12.1.1 Where an employee is granted sick leave, the employee shall be paid at relevant daily pay as prescribed in the Holidays Act 2003, for the first five days in each twelve month period, and thereafter they shall be paid at the normal rates of pay (T1 rate only).
- 12.1.2 On appointment with the employer, a full time employee shall be entitled to ten working days sick leave. On the completion of each additional twelve months, he/she shall be entitled to a further ten working days with untaken sick leave accruing into following years, to a maximum entitlement of 260 working days. In accordance with the Holidays Act any untaken portion of the first-five-days entitlement specified in 12.1.1 above, up to a maximum of 15 days accumulation, can be carried over from year to year and will be paid at the relative daily pay rate.
- 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

For current Dunedin Hospital Pharmacy employees who joined APEX prior to 01 May 2012 and came under the coverage of the Southern DHB-APEX Pharmacy Collective Agreement 2010-2012 after having previously been employed on the terms and conditions of the Southern DHB-NDU Pharmacy collective agreement, the long service leave anniversary date recognised under the Southern DHB-NDU collective shall continue to be recognised under this collective in determining long service leave entitlement. Any entitlement calculated under 14.1 below shall, however, be reduced by any period of long service leave already taken.

- 14.1 An employee shall be entitled to long service leave of one week upon completion of each five years of current continuous service (which shall include all previous recognised service for long service leave purposes) as follows:
- 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 five (5) 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.

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

15.2 Parental Leave is Leave without Pay.

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 Extended Parental Leave

- (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 24.0 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 **Lump Sum Payment**

15.13.1 Where an employee, who is entitled to parental leave of up to 12 months, returns to duty before or at the expiration of leave or extended leave and completes a further six months' service, they qualify for a payment equivalent to 30 working days leave on pay, that is at the rate applying for the 30 working days immediately following their ceasing duty.

Provided that, if both male and female partners are employed in the health service and are eligible for the payment, then they are entitled to one and only one payment, and they may choose (after they have qualified) who will receive it.

If employment prior to confinement was part-time, however, payment shall be based on the percentage that such part-time hours bear to whole time employment.

15.13.2 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 calculation of the lump sum payment shall be

based on the proportion of full-time employment immediately prior to any such enforced reduction in hours.

15.13.3 An employee who is absent on parental leave for less than six weeks (30 working days) will receive that proportion of the payment that their absence represents in working days.

15.13.4 An employee returning from parental leave may request the employer to vary the proportion of full time employment from that which applied before the leave was taken. The granting of such a request shall be at the discretion of the employer, that is the principle of job protection cannot be guaranteed. The calculation of the lump sum payment in these circumstances shall be based on the proportion of full-time employment, which applied before taking leave (excluding any temporary reduction in hours immediately prior to confinement).

15.14 Parental Leave Absence Filled by Temporary Employee

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

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 PROTECTIVE CLOTHING AND EQUIPMENT, AND UNIFORMS

- 19.1 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.
- 19.2 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.
- 19.3 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.
- 19.4 Where the employer requires an employee to wear a particular type of shoe, two pairs shall be supplied free of charge to every employee and shall be replaced on a 'fair wear and tear basis.' The shoes shall remain the property of the employer and shall be returned on the last day of duty.
- 19.5 Where the employer requires an employee to wear a uniform this shall be supplied free of charge, but shall remain the property of the employer. Uniforms will be replaced on an as and when required basis.

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

20.0 REIMBURSEMENT OF PROFESSIONAL FEES

- 20.1 The employer shall reimburse pharmacists 80% of the cost of membership of the NZ Healthcare Pharmacists Association Inc (NZHPA) per annum. Provided that where a pharmacist 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.
- 20.2 The employer may fund pharmacists 100% of the annual cost of membership to other professional bodies, where the employer considers it to be of benefit to the DHB and the pharmacist. Approval for such funding shall be at the discretion of the employer.
- 20.3 The employer shall reimburse pharmacy technicians the full cost of annual membership of the NZ Healthcare Pharmacists Association Inc (NZHPA), and the Pharmaceutical Society of New Zealand (PSNZ)

21.0 REFUND OF ANNUAL PRACTISING CERTIFICATE

- 21.1 Part-time employees, who also work for another employer, shall receive any entitlements in this clause at the pro-rata rate.
- 21.2 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/ TRAINING/ CONTINUING PROFESSIONAL DEVELOPMENT

- 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 The employer shall provide a work place environment that encourages employees to obtain appropriate qualifications, attend relevant conferences, courses and seminars and/or undertake research or projects. These activities are expected to support the strategic direction of the DHB as well as facilitating the employee's own growth or development.

(a) **Training**

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

(b) **Continuing Professional Development**

The ongoing technical/scientific development within the field of pharmacy requires qualified staff to attend national and international conferences in order to maintain their ongoing technical/scientific competence.

The employee then has the obligation of bringing back the latest information and incorporating any new knowledge into the strategic development of their department. Attendance at the conferences is to be balanced against the operational requirements of the DHB, especially as the numbers of staff are not large. Forward planning and cooperation between management and staff is fundamental to ensuring CPD requirements are met.

Sufficient funding and leave must be provided to meet such CPD and training needs. All actual and reasonable costs (including registration, accommodation, travel and sundry expenses such as airport transfers, meals etc.) will be met by the employer subject to the normal approval processes.

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

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, 25.0 and 26.0, the recognised representative shall be the union advocate unless otherwise agreed.

24.0 Reserved

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) 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 **Reconfirmation in Position**

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

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 Southland Hospital Pharmacy employees as at 01 May 2012 who were employed by the Southland CHE prior to 1 July 1992 "Service" for the purposes of this sub clause means total aggregated continuous service with the employer, and any service recognised as continuous service under the employee's previous employment agreement but excludes any service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance or similar payment from the employer.
- 25.9.2 For Southland Hospital Pharmacy employees as at 01 May 2012 who commenced employment with the Southland District Health Board after 30 June 1992 but before 01 May 2010, or with Southern DHB on or after 01 May 2010 "Service" for the purpose of this clause means current continuous service with Hospital and Health Services or Regional Health Authorities, the Southland Area Health Board, Area Health Boards, Hospital Boards and the Department of Health but excludes any service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance or similar payment from the employer.
- 25.9.3 For Dunedin Hospital Pharmacy employees as at 01 May 2012 who were employed by the Otago CHE prior to 11 September 1995 "service for the purposes of this sub clause means total aggregated service with the employer, and one or more other Crown Health Enterprises or Area Health /Hospital Boards or any University in New Zealand, but excludes any Crown Health Enterprise or Area Health/Hospital Board service which has been taken into account for the purposes of calculating any entitlements to a redundancy/severance/early retirement or similar payment.
- 25.9.4 For Dunedin Hospital Pharmacy employees as at 01 May 2012 who commenced employment with the Otago District Health Board after 11 September 1995 but before 01 May 2010, or with the Southern District Health Board on or after 01 May 2010, "Service" for the purpose of this clause means current continuous service with the Southern DHB only and it's Otago predecessors (Hospital and Health Service / Crown Health Enterprise / Area Health Board / Hospital Board)

but excludes any service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance or similar payment.

25.9.5 For employees who commenced with Southern DHB after 01 May 2012 “service” for the purposes of this clause means current continuous service with Southern DHB and Hospital and Health Services or Regional Health Authorities, Area Health Boards, Hospital Boards and the Department of Health but excludes any service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance or similar payment from the employer.

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

25.9.7 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

25.9.8 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

25.9.9 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

25.9.10 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.

25.9.11 If the employee has an entitlement to a retiring gratuity (see Schedule 1) the full retiring gratuity calculated to the severance termination date shall be paid (excluding any service already taken into account for the purpose of calculating any redundancy / severance or retiring gratuity or similar payment).

25.9.12 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 EMPLOYEE PROTECTION PROVISION

The parties agree that this section meets the requirements of Part A subpart 3 of the Employment Relations Act, and in particular section 69OJ of subpart 3. Attention is also drawn to Schedule 1B “Code of good faith for public health sector”, and in particular clauses 19, 20 and 21 of the Code.

26.1 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.

26.2 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.

26.3 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.

26.4 **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:

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:
 - (i) Any service related conditions; and
 - (ii) Any conditions relating to redundancy; and
 - (iii) Any conditions relating to superannuation under the employment being terminated; and
- (c) The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either:

- (i) In the same capacity as that in which the employee was employed by the employer; or
- (ii) In any capacity that the employee is willing to accept.

The employer and employee will still need to consider the remaining staff surplus options in clause 25.3 before termination without redundancy compensation can be considered.

27.0 NOTICE

- 27.1 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 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.

30.0 STOPWORK MEETINGS

- 30.1 Subject to subsections 30.2 to 30.5, 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.
- 30.2 The representative shall give the employer at least 14 days' notice of the date and time of any meeting to which subsection 30.1 is to apply.

- 30.3 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 employee members to remain available during the meeting to enable the employer's operation to continue.
- 30.4 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.
- 30.5 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.

31.0 EMPLOYMENT RELATIONSHIP PROBLEMS

- 31.1 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.
- 31.2 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 Mediation Services 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.)
- 31.3 A "personal grievance" means a claim that you:
- (a) Have been unjustifiably dismissed; or
 - (b) Have had your employment, or your conditions of employment, affected to your disadvantage by some unjustifiable action by the employer; or
 - (c) Have been discriminated against in your employment; or
 - (d) Have been sexually harassed in your employment; or
 - (e) Have been racially harassed in your employment; or
 - (f) Have been subjected to duress in relation to union membership.

- 31.4 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).
- 31.5 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.
- 31.6 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.

32.0 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.

- 32.1 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.
- 32.2 Where safety equipment is required, it is the responsibility of employees to ensure it is appropriately utilised.
- 32.3 It is the responsibility of every employee to report any hazards, accidents or injuries as soon as practicable using the employers hazard management system.
- 32.4 It is the responsibility of the employer to systematically identify and address any workplace hazards, which may affect the safety of employees.
- 32.5 Where there is a concern regarding the safety of employees, employees have the right to contact APEX for advice on their rights under Subpart 4, Section 83 of the Health and Safety at Work Act 2015.

33.0 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.

34.0 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.

35.0 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.

36.0 SAVINGS

Nothing in this Agreement shall operate so as to reduce the conditions of employment applying to any employee at the date of this Agreement coming into force unless specifically identified and agreed between the parties.

37.0 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.

38.0 TERM OF AGREEMENT

This agreement shall be deemed to have come into force on 15 October 2016 shall continue in force until 14 October 2019

Dated this day of 2017

Signed:

AUTHORISED Representative of the
EMPLOYEE PARTY

AUTHORISED Representative of the
EMPLOYER PARTY

.....
Deborah Powell
National Secretary, APEX

.....
Chris Fleming
**Interim Chief Executive Officer,
Southern DHB**

Schedule 1 – Retiring Gratuity (Otago)

1. The following provision was previously a provision of the Southern DHB-NDU collective agreement 2011.
2. This clause only refers to Southern DHB employees who were employed by the Otago CHE on 01 February 1999 and remained continuous employed by the Otago DHB until the merger with Southland DHB in 2010, and who have remained continuous employed by Southern DHB, and who meet the criteria below. Any break in service means an employee ceases to be eligible:
3. The employer shall pay a retiring gratuity to employees who retire and meet the following criteria:
 - a) Qualifying age in clause 5 below
 - b) Not less than 10 years continuous service with the employer
 - c) The current period of employment commenced on or before 01 February 1999, and has remained continuous since
4. Retirement means an intention to leave the paid workforce. At the discretion of the employer, the employee may be required to provide a statutory declaration to this effect.
5. Qualifying age:
 - (a) Employees are entitled to retire after reaching age 60 years or completing 40 years' service if they:
 - (i) were aged 55 years or more at 01 April 1992 and
 - (ii) have been in continuous employment with the Otago DHB and its predecessors since being employed with
 - Cherry Farm Hospital prior to 01 August 1964
 - Department of Health prior to 01 August 1964
 - Public Service prior to 01 August 1964, then continuously with the Department of Health
 - Maniototo, Otago or Vincent Hospital Boards prior to 01 June 1982
 - Waitaki Hospital Board prior to 01 July 1988
 - Waitaki Health District during the period 01 July 1988 to 01 August 1990.
 - (b) Other employees are entitled to retire after reaching age 65 years.
6. Eligible service
 - (b) For employees who commenced their current service with the employer on or prior to 03 August 1992, eligible service shall be all service with the employer, and one or more other Area Health Boards/Hospital Boards and with one or more of the following services: the Public Service, the Post Office, New Zealand Railways or any university in New Zealand.

- (c) For employees who commenced their current employment with the employer after 03 August 1992, service shall be deemed to comprise all periods of employment with the employer.
7. For the purposes of establishing eligibility for a gratuity, total service as above may be aggregated, whether this be part-time or whole-time, or a combination of both at different periods. Part-time service is not to be converted to its full-time equivalent for the purpose of establishing eligibility.
 8. Where part-time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.
 9. Gratuities may be paid to the spouse, civil union partner or de facto partner or if no surviving spouse, civil union partner or de facto partner the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity.
 10. Where the employee is within five years of the eligible age for retirement in clause 5 above and is required to leave the paid workforce on medical advice, the employer shall pay a retiring gratuity. The employer may require the employee to provide evidence in support of their claim, including relevant medical reports.
 11. The calculation of a gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
 12. For the purposes of calculating the amount of gratuity, the rate of pay on retirement shall be the basic rates of salary or wages.
 13. An employee who is granted leave without pay and who remains in the service of the employer, will, on retirement, have such leave aggregated with other service for gratuity purposes.
 14. The parties agree that, in terms of section 30A of the Human Rights Act 1993:
 - a) the retiring gratuity is a “benefit paid to an employee”
 - b) the employer used “age” on and prior to 01 February 1999 to determine eligibility to the retiring gratuity, and indirectly to calculate the benefit
 - c) the retiring gratuity was a written term of the collective employment contract that applied on 01 February 1999.

SCALE OF MAXIMUM GRATUITIES

PERIODS OF TOTAL SERVICE	MAXIMUM GRATUITY
Not less than 10 years and less than 11 years	31 days' pay
Not less than 11 years and less than 12 years	35 days' pay
Not less than 12 years and less than 13 years	39 days' pay
Not less than 13 years and less than 14 years	43 days' pay
Not less than 14 years and less than 15 years	47 days' pay
Not less than 15 years and less than 16 years	51 days' pay
Not less than 16 years and less than 17 years	55 days' pay
Not less than 17 years and less than 18 years	59 days' pay
Not less than 18 years and less than 19 years	63 days' pay
Not less than 19 years and less than 20 years	67 days' pay
Not less than 20 years and less than 21 years	71 days' pay
Not less than 21 years and less than 22 years	75 days' pay
Not less than 22 years and less than 23 years	79 days' pay
Not less than 23 years and less than 24 years	83 days' pay
Not less than 24 years and less than 25 years	87 days' pay
Not less than 25 years and less than 26 years	92 days' pay
Not less than 26 years and less than 27 years	98 days' pay
Not less than 27 years and less than 28 years	104 days' pay
Not less than 28 years and less than 29 years	110 days' pay
Not less than 29 years and less than 30 years	116 days' pay
Not less than 30 years and less than 31 years	123 days' pay
Not less than 31 years and less than 32 years	129 days' pay
Not less than 32 years and less than 33 years	135 days' pay
Not less than 33 years and less than 34 years	141 days' pay
Not less than 34 years and less than 35 year	147 days' pay
Not less than 35 years and less than 36 years	153 days' pay
Not less than 36 years and less than 37 years	159 days' pay
Not less than 37 years and less than 38 years	165 days' pay
Not less than 38 years and less than 39 years	171 days' pay
Not less than 39 years and less than 40 years	177 days' pay
Not less than 40 years	183 days' pay

NOTE: These are consecutive rather than working days and a "day" is the equivalent to eight hours pay at T1.

To calculate the gratuity, the following formula is used:

$$\text{Salary} \times \frac{\text{Days Entitlement (above)}}{365} \times \text{FTE}$$

Schedule 2 – Progression Criteria

- (a) A working party, lead by APEX and consisting of both Pharmacy Managers from Otago and Southland shall develop the Merit Progression Criteria for Pharmacists by the end of January 2017. Following on from the development and agreement of the progression criteria, Steps 9 and 10 of the Pharmacy pay scale will be introduced by variation of this agreement.

- (b) Merit Progression criteria for placement on the Pharmacy Technician Pay Scale for Steps 7, 8, 9 and 10 shall be determined by way of working party to have concluded by the 30 June 2017.