



**Southern Endoscopy Specialists Limited**

**Individual Employment  
Agreement**

**Southern Endoscopy Specialists Ltd Employees**

**Haruka Miller**

# **INDIVIDUAL EMPLOYMENT AGREEMENT**

**Date: 3<sup>rd</sup> June 2025**

**Parties:**

Southern Endoscopy Specialists Ltd ("SES Ltd")

**And**

**Name: Haruka Miller**

## **1. Employment Philosophy**

A successful business is the result of teamwork and people working together in a spirit of partnership. SES Ltd is committed to promoting harmony and ensuring that consultation and co-operation are the basis for sound relationships with its employees.

SES Ltd is committed to its employees in the context of an employment relationship that is mutually beneficial. In meeting that commitment, SES Ltd aims to:

- (a) provide a supportive work environment;
- (b) maintain high standards of work; and
- (c) act fairly and responsibly in exercising its rights under this Agreement.

SES Ltd requires that you will at all times:

- (a) be honest and diligent and perform to the best of your ability;
- (b) undertake education and training as required by SES Ltd and take responsibility for your own development and the opportunities for development that SES Ltd provides;
- (c) represent SES Ltd in a professional manner and enthusiastically promote and enhance the reputation of SES Ltd;
- (d) maintain appropriate ethical standards and develop relationships based on trust, confidentiality and integrity; and
- (e) act in accordance with the purpose and vision of SES Ltd.

## **2. Your Position**

SES Ltd will employ you in the position of Health Care Assistant / Reprocessing Technician, commencing on the 7<sup>th</sup> of July 2025. Attached is a Position Description (Schedule One) setting out your position and the duties associated with the position. You will report to the Clinical Manager.

SES Ltd may, after consultation with you, amend your Position Description and the accountabilities, reporting relationships and any other matters associated with that position, but not so as to change substantially the nature or responsibilities of the position. In addition, you will

be required to perform all other duties which are reasonably incidental to your position, as directed by SES Ltd from time to time.

### **3. Hours of Work and Location**

This is a Full-time position of a minimum of 80 hours per fortnight (1.0 FTE).

SES Ltd will attempt to accommodate your individual requests or needs; however, your scheduled rostered hours will ultimately depend on the service needs of the centre and will take into account the principles of safe rostering.

Your principal place of work will be Southern Endoscopy Centre. However, SES Ltd may from time to time require you to work out of alternative locations in accordance with business requirements.

SES Ltd reserves the right to relocate you to a new workplace, provided it is within the same city.

### **4. Remuneration**

Our remuneration policy is to reward people for their skills, performance and contribution to the achievement of business goals as individuals and as part of a team.

Your remuneration is as follows:

Your ordinary rate of pay shall be \$32.53204 (gross) per hour.

Southern Endoscopy Specialists Ltd will strive to establish and maintain fair and competitive remuneration for all employees. SES Ltd also aims to provide appropriate remuneration for positions requiring different levels of responsibility, experience, skills and knowledge.

Each year SES Ltd will review your remuneration. The review will take into account the nature of your position, your skills, duties and the work you perform and the overall financial performance of the business and any other related matters. Prior to any such review your manager will consult fully with you. Any increase to your remuneration shall be entirely at the discretion of SES Ltd.

From time to time you may be required by the Reprocessing Area Co-ordinator to work time in addition to your work schedule to meet the operational requirements of SES Ltd. Additional hours for full-time and part-time employees are those worked beyond your contracted hours of work. Where you are required to work additional hours, you will be paid according to your ordinary hourly rate. Extra hours shall only be paid when authorised in advance by SES Ltd.

Your remuneration will be paid fortnightly by direct credit to your nominated bank account no later than Thursday following the end of the fortnightly pay period.

You agree that deductions may be made from your remuneration for time lost through sickness, accident, unauthorised absence, non-return of SES Ltd property, holidays taken in advance, or for overpayment of salary.

## **KiwiSaver**

When commencing employment with Southern Endoscopy Specialists Ltd, you shall be automatically enrolled into KiwiSaver, unless you are an existing KiwiSaver member or ineligible to join. In accordance with the KiwiSaver Act 2007, if automatically enrolled you can elect to remain in the scheme or opt out between weeks two and eight of employment.

If you are an existing KiwiSaver member, contributions to the scheme shall continue to be made pursuant to the KiwiSaver Act 2007.

## **5. Orientation**

You must participate in an orientation programme within the timeframes specified. The Clinical Educator must sign your participation off on completion of the programme.

## **6. Performance Appraisal**

Your performance will be appraised annually. The allocated Assessor will develop with you your performance and individual development plan.

You will be appraised against the achievement of your performance objectives and the competencies required for your role.

## **7. Annual Leave and Public Holidays**

After twelve months continuous service, you will be entitled to four weeks paid annual leave each year calculated in accordance with the Holidays Act 2003, (see Schedule 2).

After five years of continuous service, you will become entitled to five weeks paid Annual Leave on the date you next become entitled to annual holidays (your sixth anniversary) and for each subsequent year of continuous service.

If you are part-time, your leave entitlement will be pro-rated to reflect your part-time hours.

Annual leave should be taken in the year that it falls due but by express agreement with your manager you may carry forward your annual leave to the following year, so long as your entitlement at any one time does not exceed two years accumulation. You may be required to take annual leave if your balance exceeds the amount specified in this clause, however SES Ltd will give you a minimum of 14 days' notice but will endeavour to give as much notice as possible.

SES Ltd are usually closed over the Christmas/New Year period and may also be closed during other periods. Annual leave is usually taken at this time unless otherwise agreed. You will be required to take the balance of your leave at an agreed time within 12 months of entitlement and at times convenient to SES Ltd. Where possible SES Ltd will try to accommodate individual requests for leave but this will depend on the business needs of SES Ltd at the time of your request.

You are entitled to public holidays in accordance with the Holidays Act 2003. For the purposes of Public Holidays under the Holidays Act 2003, a "day" is defined as being a working day in which the majority of the hours worked lie.

Where you are required to work on a weekend or public holiday, you will be paid your relevant daily pay plus an additional 50% loading for all hours worked.

When you are required to work on a public holiday (and that day would otherwise be an ordinary working day for you), you will also be entitled to a whole paid day off as an alternative holiday. You must take your alternative holiday within 12 months and at a time mutually agreed between you and your manager.

Attached as Schedule Two is a general summary of Holidays Act 2003 entitlements.

## **8. Sick Leave and Bereavement Leave**

Following six months' continuous employment with Southern Endoscopy Specialists Ltd, you will be entitled to:

- (a) 10 days' sick leave per annum, to be taken where you, your spouse or partner or your dependents are sick. You are entitled to carry over 15 days' sick leave per year, to a maximum of 20 days total entitlement in any year.
- (b) 3 days' bereavement leave in the event of the death of your spouse or partner, parent, child, brother or sister, grandparent, grandchild, or parent-in-law: and
- (c) 1 day's bereavement leave in the event of the death of any other person if SES Ltd accepts, having regard to relevant factors such as closeness of association, ceremony responsibilities, or cultural responsibilities, that you have suffered a bereavement.

Wherever possible, you are required to provide your manager with prior notice of your need to take sick leave or bereavement leave. Where prior notice is not possible, you must notify your manager as soon as possible on your first day of absence.

Before paying for sick leave your manager may require proof of sickness or injury in accordance with clause 10.

Before paying for bereavement leave, your manager may require proof of the bereavement or the closeness of the relationship that you have had with the deceased.

It is expressly recognised that Sick Leave and Bereavement Leave are taken on the basis of SES Ltd' trust and that taking such leave without good and sufficient reason will be regarded as serious misconduct.

Your entitlements to Sick Leave or Bereavement Leave will not form part of any benefit payable on termination of this Agreement.

These entitlements include but are not additional to the entitlements of the Holidays Act 2003.

## **9. Medical Certificates and Medical Examination**

You may be required to produce a medical certificate after three consecutive days of sick leave, or at any time if you are taking sick leave in excess of your statutory entitlement.

In addition, where your Manager has concerns about your frequency or pattern of absence or sickness then you agree that SES Ltd may, at its expense, require you to undergo a medical examination by a registered medical practitioner nominated by SES Ltd (after SES Ltd has

considered your wishes in respect of the appointment of the registered medical practitioner) and a copy of any medical report furnished by such medical practitioner shall be available to both parties. For the avoidance of doubt, SES Ltd may exercise this right for the purposes of:

- (a) determining whether granting you ongoing sick leave is appropriate; or
- (b) determining whether your employment should be terminated for incapacity; or
- (c) assessing your fitness for work and/or return to work after a period of sick leave; or
- (d) obtaining a second opinion where you have provided a medical certificate/report.

If you do not attend the registered medical practitioner when requested, SES Ltd may take your failure to co-operate into account when making a decision.

## **10. Jury Leave**

If you are summoned to jury duty and SES Ltd has decided you can be released, you will be paid a maximum of 3 days for each separate period of jury duty. However, SES Ltd may determine that it is not feasible, due to operational demands, to release you for jury duty and may make a case to have you excused. If paid leave is granted you will be required to pay any Court expenses, you receive to SES Ltd.

## **11. Parental Leave**

Parental leave will be taken in accordance with the Parental Leave and Employment Protection Act 1987.

## **12. Health and Safety**

You are required to comply with SES Ltd' health and safety guidelines, policies, and procedures and in particular, to take all practicable steps to ensure your own fitness for work, and the safety of others in your place of work. This includes taking all reasonable steps to promptly report any work accident, or patient incident, or near miss to your manager. You are required to ensure you maintain your ability to perform your duties safely and effectively. You must advise SES Ltd of any medical condition (including stress-related symptoms) which may impact on your ability to perform your duties safely or effectively. In the event that you fail to comply with the guidelines, policies and procedures, you may be subject to disciplinary action up to and including dismissal.

If, during any secondary employment or at any other time, you are knowingly exposed to a potentially serious transmittable or notifiable disease, such as MRSA, or HIV or Hepatitis you must notify your Manager immediately. Failure to do so could result in your summary dismissal. At SES Ltd' discretion you may be required to take leave without pay until such time as you are cleared to return to work.

## **13. Termination of Employment**

You may resign by giving SES Ltd four weeks' notice in writing. Your notice period may not be reduced by offsetting accrued annual leave or public holiday entitlements.

In the event that SES Ltd terminates your employment, it will give four weeks' notice in writing or will pay you four weeks' salary in lieu of such notice of the termination of your employment. This shall not prevent your dismissal without notice in the case of serious misconduct or other cause justifying summary dismissal.

SES Ltd reserves the right to pay you in lieu of notice or alternatively require you to undertake reduced or alternative duties consistent with your abilities or require that you do not attend the workplace during this period. In that event, you will continue to receive your full remuneration for the balance of the notice period, you will remain an employee of SES Ltd, and will continue to be bound by your duties of confidentiality and fidelity.

You agree to SES Ltd deducting any over-payments, outstanding debts or money owed to it by you from your pay including final pay and holiday pay.

Notwithstanding paragraphs 1 and 2 above, SES Ltd may terminate your employment by giving such notice to you as it deems appropriate in the circumstances, if SES Ltd is of the opinion that you are incapable of the proper performance of your duties under this Agreement as a result of mental or physical illness.

#### **14. Termination for Redundancy Reasons**

SES Ltd is committed to its employees in accordance with its strategic vision. However, circumstances may exist where it is necessary for SES Ltd to reduce the number of employees or change the manner in which it operates. A redundancy situation occurs when a position becomes surplus to the needs of SES Ltd. A redundancy situation may arise if SES Ltd decides to close, sell, transfer, merge, contract out/outsource, reconstruct or amalgamate all or any of its units or departments or healthcare services, and/or to reorganise or restructure any of its services or positions of employment.

In the event your employment is terminated for redundancy, you will be entitled to four weeks' notice of redundancy (or payment in lieu) and redundancy compensation will be payable in accordance with the following formula:

- (a)** four weeks' salary for the first year of continuous service or part thereof; and
- (b)** one week's salary for each subsequent year of current continuous service or part thereof to a combined maximum of twenty-four weeks total redundancy payment.

For the purposes of this clause, redundancy compensation will be paid at the rate of your average weekly earnings calculated over the last twelve months.

You will not be entitled to any form of notice of redundancy or other compensation in the following circumstances:

- (a)** where your position is made redundant, and you have been offered an alternative position within the SES Ltd Group where the terms and conditions of employment are overall generally no less favourable than your existing terms and conditions and at the same location or a location that is a reasonable distance from your original workplace.
- (b)** in the event of the merger, amalgamation or reconstruction of all or part of SES Ltd' business such that your employment is terminated, and you are offered employment with the purchaser or any other party to the merger, amalgamation or reconstruction on terms and conditions which are generally no less favourable than your existing terms and conditions.

Your entitlements and the process that will apply in the event of a restructuring are set out in the Employee Protection Provision attached as Schedule Four.



## **15. Abandonment of Employment**

Where you are absent from work for more than three consecutive working days without notifying your manager and without reasonable excuse, you may be deemed to have abandoned your employment and to have terminated this Agreement.

## **16. Suspension**

Where SES Ltd considers it necessary for the protection of its operational and business interests, it may require you to undertake reduced or alternative duties consistent with your abilities or remain away from work, on pay, while it conducts an investigation into your conduct as an employee, or your performance.

## **17. Uniforms and Presentation**

Theatre uniforms are provided for most employees. If you are required to wear a uniform it will be supplied by, and remains the property of, SES Ltd. In accordance with SES Ltd there are standards and protocols for dress and presentation. The theatre uniforms will be laundered by the hospital. Other protective clothing is also available for any employee so that their health and safety is protected.

## **18. Professional Indemnity Insurance**

SES Ltd will provide all clinical employees involved in the provision of direct patient care with Professional Indemnity Insurance to cover the investigation, defence, settlement and any costs incurred in connection with any legal proceedings or inquiry arising from any circumstance or claim first known during their employment with SES Ltd.

SES Ltd will also maintain General Liability Insurance in respect of accidental personal injury or property damage caused by all employees arising from activities performed in the scope of their duties under this employment agreement.

The Professional Indemnity Insurance and General Liability Insurance are subject to the terms, conditions, limits and exclusions of the policies, and may be subject to amendment from time to time.

## **19. Annual Practising Certificate and Professional Development and Recognition Programme**

Where you are required by law to hold a current practising certificate in order to perform your employment tasks, you must provide evidence to your manager each year that your practising certificate is current. Failure to hold a current Practising Certificate may result in disciplinary action up to and including dismissal.

SES Ltd may require that you are registered with, or certified by, a body or agency where this is relevant to the nature of your employment, whether or not this is also required by law. If you are required to hold such registration/certification you must provide evidence to your manager each year that your registration/certification is current.

You are required to promptly notify your manager of any agency, body or authority's action that may affect your ability to practice, including any alteration to your scope of practice. You are also required to promptly notify your manager if any aspect of your practice is the subject of consideration by any authority, Court, Tribunal, or investigative agency, and you must update your manager of any significant developments that occur in any such matter.

You will be required to participate in the Southern Endoscopy Specialists Ltd Professional Development and Recognition Programme and your compliance with SES Ltd' Professional Development and Recognition Programme is a requirement of your obligations under this Agreement.

## **20. Resolution of Employment Relationship Problems**

If you have any problems in relation to any aspect of your employment, then you should raise these with your manager. If the Manager and you cannot resolve the matter, you are entitled to use the procedure set out in the Employment Relations Act for the resolution of employment relationship problems. These procedures are explained in the attached document (Schedule Three). You have 90 days from the date an instance occurs or comes to your attention to raise any personal grievance with SES Ltd.

## **21. Hospital Policy, Procedures and Guidelines**

SES Ltd has guidelines, policies, procedures, and practices on many matters. A number of these matters are, or will in the future become, relevant to you. You must ensure that you know the policies, procedures, guidelines, and practices on these matters and observe them strictly. SES Ltd reserves the right to amend all or any of the policies from time to time at its discretion on reasonable notice to you.

## **22. Confidentiality**

All transactions, records and information pertaining to the business of SES Ltd, to your salary and to your terms of employment, and any information pertaining to any patient, or concerning the condition, treatment or medical history of any patient treated at SES Ltd shall be held in strict confidence by you, and may not be discussed or disclosed with or to any person or other SES Ltd employee both during your period of employment and also after its termination, other than as expressly authorised to do so by SES Ltd.

## **23. Privacy and Personal Information**

SES Ltd may collect and retain personal information concerning any aspect of your employment directly from you or any third party. Under the Privacy Act 1993, you have rights and obligations and in particular the right of access to and correction of, personal information (except insofar as it relates to any exception provided by the Privacy Act).

## **24. Conflict of Interest**

You are only permitted to undertake other employment with another employer provided it does not compete with the business of SES Ltd and does not unreasonably impact on your work performance or availability for work. You must advise your Manager if you are undertaking other employment, which may potentially conflict with the business of SES Ltd.

## 25. Southern Cross QE Limited Property

All documents, standards, hospital software and other materials (whether relating to the business of SES Ltd or its clients or patients) supplied to you or otherwise acquired by you in the course of your employment with SES Ltd are the property of SES Ltd and must be returned upon termination of employment.

## 26. Proprietary Interests

All ideas, concepts, copyright, inventions, patents, trademarks or other products or processes developed or created either in whole or part by you arising from or in connection with the activities of SES Ltd shall be the sole property of SES Ltd.

## 27. Completeness or Variation

This Agreement replaces all previous written or oral agreements and understandings, and represents a full record of the Agreement entered into between you and SES Ltd. Any changes or additions to this Agreement will need to be mutually agreed.

Please signify your acceptance of employment with SES Ltd on the terms and conditions outlined in this Agreement by signing the form of acceptance below and returning it to us.

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**Kathy Davenport**  
**General Manager**  
Southern Endoscopy Specialists Ltd

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Date

I, Haruka Miller acknowledge that:

- a) All statements, whether oral or in writing, made by me when applying for this position about my qualifications and experience are true and correct.
- b) I have not deliberately failed to disclose any matter, which may have materially influenced SES Ltd's decision to employ me.
- c) I have been advised to seek independent advice about the terms of this offer and I have had sufficient time to do so.
- d) In accepting this offer I have not relied on the advice of SES Ltd or any of its representatives about what these terms mean.
- e) I accept employment with SES Ltd on the terms set out at clause 2 of this agreement.

**Haruka Miller**  
Employee

Date

## **SCHEDULE TWO HOLIDAYS ACT 2003**

The Holidays Act 2003 sets out your minimum statutory entitlements to annual leave, public holidays, sick leave and bereavement leave. A summary of your key entitlements is set out below. The provisions in your employment agreement may improve upon these minimum entitlements. If you would like further information about the Holidays Act you can contact the Department of Labour which offers free information: 0800 800 863 or [www.dol.govt.nz](http://www.dol.govt.nz); or your union (if you are a member) or an advocate or a lawyer.

### **Annual Leave**

- You are entitled to a minimum of four weeks annual holidays after the first year of continuous employment.
- Payment for your annual holidays will be made at the greater of your ordinary weekly pay at the time the holiday is taken or your average weekly earnings over the twelve-month period before the annual holiday is taken.
- Annual leave is to be taken at agreed times. If agreement cannot be reached the employer can set the time for the leave, on 14 days notice.

### **Public Holidays**

- You are entitled to a paid day off on a public holiday provided that day would otherwise be a working day for you. Your public holiday will be paid at your "relevant daily pay" rate (i.e. the amount you would have received if you had worked your usual hours that day including regular productivity, commission and overtime payments).
- If you are required by your manager to work on a public holiday you are entitled to time and a half your relevant daily rate for all hours worked on that day, plus a full paid day off as an alternative holiday, paid at your "relevant daily pay".
- Your alternative holiday must be taken by agreement with your manager. If no agreement can be reached you must give 14 days notice and take into account your manager's view as to when it would be convenient for you to take your alternative holiday. If your alternative holiday is not taken within 12 months you may request to cash it up.
- All public holidays are celebrated on the day on which they fall, except the public holidays over Christmas and the New Year which have special arrangements, namely:
  - ⇒ if the holiday falls on the weekend and you do not normally work on the weekend, the holiday is transferred to the following Monday/Tuesday so that you still get a paid day off; or
  - ⇒ if the holiday falls on a Saturday or Sunday and you normally work on that day then the holiday remains at the traditional day and you are entitled to that day off on pay.

### **Sick and Bereavement Leave**

- You are entitled to five days sick leave per annum:
  - ⇒ after six months continuous service; or
  - ⇒ if you have worked on average 10 plus hours per week including at least one hour every week or 40 hours per month, over the last six months.
- Unused sick leave of up to 15 days may be carried over to the following year, providing you with up to a maximum entitlement of 20 days in any year.
- You are not entitled to sick leave if you are on the first week of ACC or receiving weekly ACC for a work related injury.
  - You are entitled to three days bereavement leave for the death of an immediate family member. You may also be entitled to one days bereavement leave on the death of other persons, depending on a range of factors including the closeness of your association.
- Sick and bereavement leave is paid at the "relevant daily pay" rate.
- If you have exhausted your entitlement to sick leave or bereavement leave you may take annual leave, provided you have the prior agreement of your employer.

## **SCHEDULE THREE**

### **RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS:**

You will find set out in this Schedule information relating to the services available to you for the resolution of employment relationship problems and the time limit employees have to raise a personal grievance.

#### **What is an employment relationship problem?**

Employment relationship problems include:

- (a) unjustifiable dismissal;
- (b) unjustifiable action resulting in a disadvantage;
- (c) discrimination;
- (d) sexual or racial harassment;
- (e) duress;
- (f) withholding or failing to pay wages, salary or any other benefit;
- (g) failing to comply with the terms of their employment agreement.

#### **Internal Services**

If you believe that you have an employment relationship problem, you should first discuss the problem with your Manager. If you feel uncomfortable talking to your manager then you should speak with the Human Resources Manager or your Manager's Manager.

It is important that you discuss the problem with your manager at the earliest opportunity. However, if you do not wish to discuss the problem with your manager or after discussions the problem has not been resolved, you should seek assistance from one or more of the external services set out below.

#### **External Services**

The Department of Labour's Employment Relations Service ("ERS") exists to help employers and employees make the Employment Relations Act 2000, and thus their employment relationship work. You can contact the Department on 0800 800 863; or [www.dol.govt.nz](http://www.dol.govt.nz). The services the ERS provide are:

- **Information** - ERS's first job is to provide straightforward information and answer questions relating to employment relations. ERS provides information about all employment-related issues.
- **Mediation** – Either party has the right to ask the ERS to mediate an employment relationship problem. ERS's mediators can operate informally by coming to the workplace, by meeting the parties separately or together, or through a series of different meetings. If asked, mediators can make a decision for the parties.
- **Investigation** - The Employment Relations Authority is available to formally investigate the issues and make a decision.
- **Employment Court** - If either party are not satisfied with a decision by the Employment Relations Authority, then they are entitled to take a case to the Employment Court.
- **Inspectorate** - The Labour Inspectorate can assist employees if the statutory minimum terms and conditions of employment, such as holidays and minimum wages have not been complied with.

#### **Raising a Personal Grievance**

If the employment relationship problem is an alleged personal grievance you must make SES Ltd aware of the personal grievance within 90 days of the date on which the action giving rise to the grievance occurred or came to your attention, whichever is the later.

## **SCHEDULE FOUR EMPLOYEE PROTECTION PROVISION**

1. This clause applies to restructuring (as defined in Section 690I of the Employment Relations Act 2000) and therefore will apply where SES Ltd has entered into a contract or arrangement under which its business (or part of it) is to be undertaken by another person or entity, or where SES Ltd' business (or part of it) is to be sold or transferred to another person or entity.
2. In the event of such a restructuring affecting your position, SES Ltd shall, as soon as is reasonably practicable, taking into account the commercial and confidentiality requirements of the business, commence negotiations with the other party involved in the restructuring (the "Other Party") concerning the impact of the restructuring on you.
3. In those negotiations, SES Ltd will, subject to any statutory, commercial confidence or privacy issues, provide the Other Party with all information about the employees who will be affected by the restructuring (including you), including all details of their terms and conditions of employment, and it will encourage the Other Party to offer all affected employees, employment on generally no less favourable terms and conditions of employment than they currently enjoy with SES Ltd.
4. However, whether the Other Party offers you ongoing employment and on what terms and conditions, will ultimately be the decision of that Other Party.
5. In the event that the Other Party does offer you employment on terms and conditions which are generally no less favourable than your existing terms and conditions, then you will not be entitled to notice or any redundancy compensation from SES Ltd, whether or not you accept that offer.
6. However, if you are not offered, or are offered and decline, employment on terms and conditions which are generally less favourable than SES Ltd, will advise you of your entitlements to notice and redundancy compensation as per this agreement.