

AOTEA PATHOLOGY

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**Aotea Pathology Ltd.
Collective Agreement**

Term: ~~1 December 2011 to~~ 30 November 2014 to 31 October 2015

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1. PARTIES

The parties to this collective agreement are:

- (a) Aotea Pathology Ltd (hereinafter referred to as "APL")
- (b) The New Zealand Medical Laboratory Workers Union Incorporated (NZMLWU)

2. COVERAGE CLAUSE

- 2.1 The parties agree that any employee, whose work is covered by this agreement and who is engaged by APL between the date this collective agreement comes into effect and the expiry date, shall be offered in writing the opportunity for this collective employment agreement 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.
- 2.2 This collective agreement shall apply to any person employed or engaged to be employed as a:
- Medical Laboratory Scientist
 - Graduate Scientist / Intern
 - Trainee Medical Scientist
 - Phlebotomist
 - Collection Services Receptionist
 - Medical Laboratory Assistant
 - Medical Laboratory Technician
 - or any other person employed in the medical laboratory to examine human tissue, fluids, and/or excretions for medical purposes.
- 2.3 For the purposes of clarification the agreement shall not apply to casual employees, administrative/corporate services employees, heads of department or department managers, and pathologists, even if they may for some purposes perform the work undertaken by employees covered by this agreement in the course of their principal duties.
- 2.4 Where an employee on an individual employment agreement elects to be bound by this agreement, their previous terms and conditions of employment shall no longer apply unless otherwise agreed in writing between the employee and APL.

3. DEFINITIONS AND INTERPRETATIONS

- 3.1 In this agreement, unless the context otherwise requires:
- "Full time employee" means an employee who works not less than the ordinary or normal hours set out under clause 9 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 with a work pattern that is intermittent or irregular, and who is normally asked to work as and when required.
 - "Laboratory Assistant" (MLA) means a person who is employed in a medical laboratory in manual or technical work, but who is not a Medical Laboratory Scientist, Technician, or Intern, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

- “Medical Laboratory Technician” (MLT) means a person who is employed in a medical laboratory in manual or technical work ancillary to that of a Medical Laboratory Scientist and holds a Qualified Medical Laboratory Technician (QMLT) qualification or its equivalent as recognised by the Medical Laboratory Scientists’ Board, but who is not a Medical Laboratory Scientist, or an Intern, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.
- “Medical Laboratory Scientist” means a person employed in medical laboratory work who is registered with and holds a current practising licence issued by the Medical Laboratory Scientists’ Board, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.
- “Phlebotomist” means a person who collects blood and other specimens as requested by an authorised referrer, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.
- “Intern” means an employee who has completed their degree and is still meeting their work experience requirements to gain registration as a Medical Laboratory Scientist from the Medical Laboratory Scientists’ Board or equivalent, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.
- “Collection Services Receptionist” means a person who acts as receptionist and provides customer services to those collection rooms that require such a position, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.
- “Student” means a person who is employed while they are still studying.
- “Fixed Term Employee” means a person who is employed under a fixed term agreement. A fixed term agreement can end at the close of a date specified period; on the occurrence of an event; or at the end of a project. APL will have genuine reasons based on reasonable grounds for wanting to end the employment in that way, and advise the employee of how or when the employment will end and the reasons for it ending in that way.

4. **TERM**

This Collective Employment Agreement ~~made this 1 December 2011~~ shall, ~~for the purposes of payment of the rates of wages provided herein,~~ come into force on ~~and from the pay period commencing on or after 1 December 2011~~ December 2014, and shall expire on ~~30 November 2014~~ 31 October 2015. The provisions of clauses 11 and 12 with respect to salaries and wages will take effect from the first day of the pay period on or after 1 June 2015.

5. **OBJECT**

- 5.1 This agreement is made pursuant to Part 5 of Employments Relations Act 2000 subject to the Act and Amendments to it.
- 5.2 This agreement sets out the rights and duties of the parties to the intent that they will be followed fairly and in good faith for their mutual benefit.
- 5.3 This agreement sets out all the express terms of the agreement. Terms which are implied by law in agreements of employment will be recognised to the extent they are not contrary to these express terms or contrary to the true intent and purpose of this agreement.
- 5.4 No representations, understandings of other agreements or arrangements will be recognised as terms of this agreement unless they are:
 - 5.4.1 Set out in this agreement or deemed to be part of; or

- 5.4.2 Have been agreed and recorded in writing to take effect as individual terms and conditions and which are not inconsistent with anything in this agreement.
- 5.5 This agreement applies to the operations of APL and to employees engaged in any of the classifications of work prescribed in clause 2.
- 5.6 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.

6. **VARIATIONS AND NEW AGREEMENTS**

Where APL and employee parties agree, this agreement may be varied in writing where that variation is necessary or desirable to give proper effect to the fair and faithful performance of the parties' rights and duties.

7. **AUTHORISED REPRESENTATIVES**

- 7.1 A duly authorised representative of employees may enter premises under the control of APL on the following conditions:
- 7.2 On each occasion access must be sought from APL and approved.
- 7.3 Access will be to a place on the premises nominated by APL.
- 7.4 Access is to be for the purposes of discussions with an employee on matters relating to negotiations for an employment agreement or enforcement of an agreement and will not involve the holding of a stop work meeting.
- 7.5 Access is to be during the period of ordinary working hours of the employees to be seen and at a reasonable and approved time for the undisturbed continuity of APLs operations.
- 7.6 Access is subject to the observance of any health safety and security procedures and requirements applying to the premises as required by any Act, Regulation, Code or Practice or existing requirement of APL and the representative will observe any limited or prohibited entry of other than employees to particular parts of the premises.
- 7.7 No right of access shall be discussed or contested with APL in the presence of APLs clients or customers or members of the public on the premises.

8. **INTENT OF THE PARTIES**

- 8.1 The parties to this agreement mutually agree to do, observe and perform every matter and thing provided for by this agreement and shall not do anything contrary thereto but shall in all respects abide by and perform the same.
- 8.2 APL shall have full control of the operations and shall be entitled to make such rules and policies, not inconsistent with the provisions of this agreement as may be deemed necessary for good order. Employees have an obligation under this Agreement to observe relevant rules, policies and ethical obligations as advised to them by APL.
- 8.3 It is agreed between the parties to this agreement of the need to operate with a commitment to the highest levels of professional conduct and service using modern technology and practices and to respond flexibly and quickly to changes that will be desirable to maintain and improve the effectiveness of the laboratory operations.
- 8.4 It is acknowledged that the parties to this agreement have a mutual obligation to give and receive training relevant to the operations of a Medical Pathology Laboratory and further where employees are required to obtain a qualification by APL, to undertake diligently such study as may be required to achieve the appropriate standard.

9. HOURS OF WORK

- 9.1 An employee's normal hours of work are as agreed in his/her individual terms and conditions of employment, and subject to the terms of this agreement. An employee's normal hours of work may be altered by Aotea Pathology, following appropriate consultation with him/her, from time to time to accommodate changing business needs.
- 9.2 For the purposes of facilitating rostered weekend duties, the ordinary hours of work may be 80 per fortnight and not more than 8 hours per day with 4 days off in every 14 and at least one set of 2 consecutive days off. No more than 6 consecutive days shall be worked. Each daily duty shall be continuous except for meal periods and rest breaks.
- 9.2.1 However, if a 6 day period is followed by a single day off, and one of the other 3 days off otherwise available in that same fortnight is not taken, it may be held over to be taken as an extra paid day off in a later fortnight. In this circumstance no overtime shall be payable despite 11 days having been worked in that fortnight, nor is there any deduction in the later fortnight where only 9 days are worked.
- 9.2.2 In relation to (9.2.1) above, any paid day off held must be used within four weeks of when it was earned, unless otherwise agreed with the relevant manager.
- 9.2.3 It is at the employer's discretion whether, as an alternative method of covering the work and taking into account staffing needs and the weekday workloads, overtime may be paid to an employee rostered to work.
- 9.3 By mutual agreement the weekly and daily hours of an employee may be amended to provide for the weekly hours to be worked in four periods of 10 hours or such hours and arrangements as agreed between APL and the employee.
- 9.4 Standing rosters shall be posted, where practicable, at least 28 days before their commencement provided that subsequent changes may be made as required.
- 9.5 Should an arrangement be made between individual staff to "swap" duties, prior approval of the relevant manager is required. Further, any such arrangement shall not give rise to the payment of overtime for the person undertaking the swapped duty unless overtime was payable anyway.
- 9.6 A break of at least 9 continuous hours must be provided wherever possible between any two periods of duty of a full shift or more. Unless otherwise advised by APL, the employee shall be released from duty until a 9 hour break has been taken, without loss of ordinary pay.
- 9.7 With the exception of employees listed in Schedule A for which a grandparented provision applies, if advised by APL that an employee is required to fulfil the duty, an employee shall be paid at the appropriate overtime rates from the time of commencing that duty until a 9 hour period from ceasing the last period of duty is achieved. The 9 hour break may occur either before or after having worked overtime or call back at the laboratory, collection centre or other location where the person has had to leave their residence between the periods of duty.

10. REMUNERATION

- 10.1 An employee will be paid the remuneration as agreed in his/her individual terms and conditions of employment, and subject to the terms of this agreement.
- 10.2 An employee's remuneration will be paid fortnightly in arrears by direct credit to a bank account nominated by the employee.
- 10.3 Aotea Pathology is entitled to make deductions from an employee's pay for time lost by illness, overpayment, accident, the employee's default, and leave without pay which has been agreed between the employee and Aotea Pathology, beyond those entitlements provided for in this agreement and are otherwise due to the employee. Adjustments arising from one pay period

may be made from the subsequent pay following discovery of the error and following consultation with the employee.

11. **SALARIES AND WAGES: MEDICAL LABORATORY ASSISTANTS, MEDICAL LABORATORY TECHNICIANS, STUDENTS, COLLECTION SERVICES / PHLEBOTOMISTS**

11.1 Medical Laboratory Assistants, students, people in part-time support roles, and collections service/Phlebotomists, shall receive an annual rate of salary approved by APL for the position held.

WAGE TABLES (Effective from the from the first day of the pay period on or after 1 June 2015)

PHLEBOTOMISTS		
Step	Hourly	Annual
P1	\$ 17.27197	\$ 35,926
P2	\$ 17.86729	\$ 37,164
P3	\$ 18.46309	\$ 38,403
P4	\$ 19.05841	\$ 39,641
P5	\$ 19.47552	\$ 40,509
P6	\$ 20.01160	\$ 41,624
QP1	\$ 20.54767	\$ 42,739
QP2	\$ 21.47318	\$ 44,664
QP3	\$ 22.68615	\$ 47,187
MP1	\$ 23.29215	\$ 48,448
MP2	\$ 23.80250	\$ 49,509
MP3	\$ 24.46482	\$ 50,887
MP4	\$ 24.95720	\$ 51,911
MP5	\$ 25.50930	\$ 53,059
MP6	\$ 26.06140	\$ 54,208
MP7	\$ 26.72421	\$ 55,586
MP8	\$ 27.82841	\$ 57,883
MP9	\$ 28.93262	\$ 60,180

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Phlebotomists				
Step	Dec-11	Jun-12	Jun-13	Jun-14
P1	34,526	34,526	35,044	35,570
P2	35,717	35,717	36,253	36,796
P3	36,907	36,907	37,461	38,023
P4	38,098	38,098	38,669	39,249
P5	38,931	38,931	39,515	40,108
P6	40,003	40,003	40,603	41,212
QP1	41,074	41,074	41,690	42,316
QP2	42,500	42,925	43,569	44,222

Medical Laboratory Assistants and Technicians				
Step	Dec-11	Jun-12	Jun-13	Jun-14
1				
2				
2.5T	31,669	32,144	32,626	33,116
3T	32,740	33,231	33,730	34,236
4T	33,878	34,386	34,902	35,425
5T	35,000	35,525	36,058	36,599
6T	36,180	36,723	37,274	37,833
7T	37,461	37,718	38,284	38,858
8QT	38,235	38,809	39,391	39,982
9QT	39,315	39,905	40,503	41,111
10QT	40,700	41,311	41,930	42,559
11QT	42,295	42,929	43,573	44,227
12QT	44,290	44,954	45,629	46,313
13QT	45,290	45,969	46,659	47,359
14QT	46,290	46,984	47,689	48,404
15QT	47,100	47,807	48,524	49,251
16QT	48,300	49,025	49,760	50,506

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11.2 **Starting rates**

Bands indicate minimum starting rates. Relevant work experience will be considered in determining starting rates.

For students and Medical Laboratory Assistants the starting rate will be determined by relevant school leaving qualifications, for example, National Certificate of Educational Achievement (NCEA) levels, University or Polytechnic papers completed, or relevant degrees or diplomas conferred.

11.3 **Band maxima**

Maxima apply to these bands in order to be able to reflect staff members' qualification and special responsibilities beyond the normal job content, and are as follows:

- 11.3.1 Step ~~7F8T~~: Band maximum for Laboratory Assistant without a Qualified Medical Laboratory Technician (QMLT) or Qualified Specimen Services Technician (QSST) qualification.
- 11.3.2 Step P6: Band maximum for Phlebotomist/collections without a Qualified Medical Laboratory Phlebotomy Technician (QPT/QMLT - Phlebotomy) qualification.
- 11.3.3 Step 12QT: Band maximum for Medical Laboratory Technician with QMLT or QSST qualification.
- 11.3.4 Step QP3: Band maximum for Phlebotomist/collections with QPT/QMLT – Phlebotomy.

11.4 **Progression and Annual Pay Review**

The progression and annual pay review process for Medical Laboratory Assistants, Medical Laboratory Technicians and Phlebotomists commencing on this scale applies as follows:

- 11.4.1 Staff commencing on this scale between step 1 and a step below the relevant band maximum will have their pay reviewed after 6 months and, if work performance is satisfactory (effective), will be moved up one step, the next review will be at 12 months and thereafter annually.
 - 11.4.2 If a person is performing below the level of "met expectations" in their performance appraisal they will not necessarily be moved up a pay step. However, no person will be more than 2 steps behind where they would be if they were performing at "met expectations" or above.
 - 11.4.3 Staff shall not be precluded from progressing past the relevant band maxima where skill shortages exist, where there are special/extra responsibilities permanently included in their job, and to recognise merit performance in the job.
 - 11.4.4 On successfully completing the QMLT/QPT/QSST examination the employee's pay will move 2 steps within the band but not past step 12QT for Medical Laboratory Technicians or Medical Laboratory Assistants with QSST and not past step QP3 for qualified phlebotomists. If a further QMLT/QSST is obtained one further step increase will occur, but not beyond Step 12QT unless there are skill shortages, or special/extra responsibilities are permanently included in their job, and to recognise merit performance in the job.
- 11.5 Above the band maxima the annual rate of salary shall be according to the step approved by APL for the position held.
- 11.6 Employees shall complete timesheets as required by APL. Any disputed items shall not be changed without referring it to the affected employee first, wherever practicable.

12. SALARIES AND WAGES: MEDICAL LABORATORY SCIENTISTS

WAGE TABLE (EFFECTIVE FROM THE FROM THE FIRST DAY OF THE PAY PERIOD ON OR AFTER 1 JUNE 2015)

Medical Laboratory Scientists				
Step	Dec-11	Jun-12	Jun-13	Jun-14
Intern	44,646	44,646	45,316	45,995
S1	46,675	47,375	48,085	48,807
S2	48,725	49,456	50,198	50,951
S3	50,493	51,250	52,019	52,799
S4	52,355	53,140	53,937	54,746
S5	54,068	54,879	55,702	56,538
S6	55,884	56,722	57,573	58,437
S7	57,845	58,713	59,593	60,487
S8	60,590	61,499	62,421	63,358
SpS9	61,504	62,426	63,363	64,313
SpS10	64,196	65,159	66,136	67,128
SpS11	66,892	67,896	68,914	69,948
SpS12	69,583	70,627	71,686	72,761
SpS13	72,277	73,361	74,462	75,579
SpS14	74,969	76,094	77,235	78,394
SpS15	76,473	77,620	78,784	79,966
SpS16	79,456	80,647	81,857	83,085

MLS		
Step	Hourly	Annual
Intern	\$ 22.33411	\$ 46,455
S1	\$ 23.69955	\$ 49,295
S2	\$ 24.74063	\$ 51,461
S3	\$ 25.63798	\$ 53,327
S4	\$ 26.58339	\$ 55,293
S5	\$ 27.45355	\$ 57,103
S6	\$ 28.37566	\$ 59,021
S7	\$ 29.37109	\$ 61,092
S8	\$ 30.76518	\$ 63,992
SpS9	\$ 31.22891	\$ 64,956
SpS10	\$ 32.59581	\$ 67,799
SpS11	\$ 33.96513	\$ 70,647
SpS12	\$ 35.33106	\$ 73,489
SpS13	\$ 36.69942	\$ 76,335
SpS14	\$ 38.06632	\$ 79,178

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12.1 **Starting rates**

Bands indicate minimum starting rates. Relevant work experience will be considered in determining starting rates.

The beginning rate for "Intern" Medical Laboratory Scientists is as per the above table. After 6 months an Intern may be appointed to a Medical Laboratory Scientist (MLS) position where there is a vacancy.

12.2 **Progression and Annual Pay Review**

Bands S1-S8 are provided for MLSs where there is performance based progression as experience and proficiency develops. Progression is related to performance on the job in that if a person is performing below the level of "met expectations" in their performance appraisal they will not necessarily be moved up a pay step. However, no person will be more than 2 steps behind where they would be if they were performing at "met expectations" or above.

12.3 MLSs shall not be precluded from progressing past the relevant band maxima where there are special/extra responsibilities permanently included in their job, where skill shortages exist and to recognise merit work performance.

12.4 Above the band maxima the annual rate of salary shall be according to the step approved by APL for the position held.

12.5 Employees shall complete timesheets as required by APL. Any disputed items shall not be changed without referring it to the affected employee first, wherever practicable.

13. **ON-CALL AND CALL BACK**

13.1 An employee may be rostered as 'on call' to respond to a call for the provision of results calls, and/or to return to work at short notice if required.

Call back is when an employee is called back to work after completing the day's work or shift, and having left the workplace. It is not a call-back when an employee responds to a call but is not required to physically return to work.

13.2 Allowances shall apply in the departments where employees are required to perform on call or call back duties, or where call back is a rostered duty.

13.3 Appropriate resources are provided by APL to employees if they are required to perform on call or call back duties, as well as actual and reasonable costs, if applicable.

13.4 Payment applies to the following departments at the rates listed below:

Laboratory: Results call allowance

Monday-Thursday: \$25 (for up to 24 hours)
Friday-Sunday and public holiday: \$58.33 (for up to 24 hours)

Note: Results calls do not attract additional call back or overtime payments.

- 13.5 From time to time the provision of on call or call back services for specimen testing may be required and, if this is necessary, will be rostered by department managers in the same manner as results call.

Laboratory: Specimen Testing call allowance

Monday-Thursday: \$25 (for up to 24 hours)

Friday-Sunday and public holiday: \$35 (for up to 24 hours)

Note: In addition any call back carried out will be paid as per clause 13.6.

- 13.6 For call-back, an employee shall be paid for a minimum period of three hours at T½ in addition to ordinary salary rate, except that:

13.6.1 Call backs starting and finishing within the minimum period covered by an earlier call back shall not qualify for any additional payment; and

13.6.2 Where a call back starts before and continues beyond the end of a minimum period for a previous call back, payment will be made for an additional three hours.

14. **PENAL RATES**

- 14.1 Penal rates shall be paid, in addition to ordinary salary rate, at the ordinary time rate (T1) for actual hours worked on a Sunday, as per department rosters and authorised by the Head of Department.

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

15. **OVERTIME**

An employee may at times be required to work beyond his/her normal hours of work on any day. In these circumstances, the terms set out below will apply:

- 15.1 Subject to clause 9, overtime is time required to be worked that has been properly authorised, and that is:
- in excess of an employee's ordinary hours per day (being not less than 8); or
 - where their ordinary hours are greater than 8 on any day, time worked in excess of their ordinary hours on that day; and
 - in excess of their ordinary hours on a holiday; or
 - in excess of 40 hours per week.

For clarity, overtime is calculated on a daily basis.

- 15.2 Overtime shall be paid, in addition to ordinary salary rate, at half the ordinary time rate (T½) for the first three hours and at the ordinary time rate thereafter (T1). Provided that overtime worked on a Sunday shall be paid at T1 in addition to the ordinary salary rate for all hours worked.

- 15.3 An employee who is eligible to be paid overtime shall, as an alternative to such payment, be entitled by mutual agreement to time off equivalent to the extra time worked at the convenience of the employer. Provided that:

- Time in lieu can only be accumulated up to 16 hours (2 days); and

- Time accumulated must be taken within four weeks of accumulation. Where time accumulated cannot be taken within a month of accumulation, such time owing shall be paid out at the appropriate overtime rate.

15.4 The nature of the services that the laboratory is contracted to provide do require that employees are available to work reasonable overtime as may be necessary from time to time. In the case of rostered overtime, the overtime shall be equally rostered amongst the suitably qualified staff concerned as far as is reasonably practicable.

16. HIGHER DUTIES

16.1 A manager, along with the General Manager, may approve the temporary appointment or secondment to a designated higher position where the employee performs, and is accountable for, all the duties and responsibilities of that position. Where this occurs for a period of more than 14 days i.e. 2 weeks, the employee will receive a higher duties allowance for the entire period of the appointment. [This however shall not apply when a designated Assistant Head of Department, Team Leader, or equivalent covers for the absence of his/her manager during normal leave absences, including sickness.]

16.2 The higher duties allowance payable for such an appointment will be the difference between the employee's ordinary weekly earnings and the minimum salary payable for the position if the employee was permanently appointed.

16.3 Notwithstanding the above, in the case where the employee is currently paid above the minimum rate they would be paid if permanently appointed to the position, and therefore (16.2) can not apply, the employee will not receive an allowance.

16.4 Where employees are not carrying out all the duties and responsibilities associated with the higher position, a lesser allowance may be paid for the performance of the work.

17. PERFORMANCE ASSESSMENT AND REVIEW OF SALARY LEVELS

Aotea Pathology may undertake performance assessments from time to time. The individual performance assessments may contribute to the review and determination of an employee's salary levels. There is no necessary entitlement to an increase but Aotea Pathology agrees to conduct this review in good faith and to consult with the employee during the review.

18. ANNUAL LEAVE

18.1 After 12 months continuous employment, employees will be entitled to four weeks annual leave. Provisions for 'grandparented' annual leave are specified in Schedule A of this agreement. This leave will be taken in accordance with the Holidays Act 2003. The employee's annual leave entitlement shall accrue on a pro-rata basis at the completion of each pay period during employment.

18.2 The time at which annual leave is to be taken is to be mutually agreed between Aotea Pathology and the employee, or failing agreement, Aotea Pathology may give the employee at least 14 days notice that he/she is required to take the annual holidays. Annual leave should be taken within the 12 months following the entitlement having accrued.

18.3 Payment for annual leave will be at a rate based on the greater of the employee's ordinary weekly pay as at the beginning of the annual holiday, or his/her average weekly earnings for the 12 months immediately before the end of the last pay period before the annual holiday.

19. PUBLIC HOLIDAYS

19.1 Employees will be entitled to a day's paid holiday when any of the following public holidays fall on one of the employee's normal working days:

New Year's Day and the following day, Waitangi Day, Good Friday, Easter Monday, Anzac Day, Wellington Anniversary Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day.

19.2 In order to maintain essential services, an employee may be required to attend work on any of the above public holidays. Where employees work on a public holiday that, were it not for the public holiday, would otherwise be a working day, they will be:

- paid their relevant daily pay (i.e. paid for normal hours worked had it been an otherwise working day), plus T½ for the time actually worked on the day; and
- entitled to an alternative holiday on pay.

19.3 Where employees work on a public holiday that would otherwise not be an ordinary working day, they will be:

- paid the portion of their relevant daily pay that relates to the time actually worked on the day plus half that amount again.
- entitled to an alternative holiday on pay.

19.4 The entitlement to public holidays under this clause is inclusive of the provisions of the Holidays Act 2003.

19.5 Employees will be given reasonable notice whenever possible if required to work on a public holiday. An employee may not attend work on any of the above public holidays unless the person(s) that he/she reports to has first confirmed that work on the public holiday is necessary for the efficient operation of Aotea Pathology and has given approval for the employee to attend at work on that holiday. If an employee attends at work on a public holiday without such prior approval the attendance will not have been authorised and no payment will be made to the employee for any work done.

19.6 If an employee is required to work on a public holiday but then does not work on that day for any reason including sickness, injury, bereavement or otherwise, the public holiday will be treated as a public holiday which they did not work, not as sick leave, bereavement leave or other type of leave, and any payment for the day will be paid at the relevant daily pay rate, not at the time and a half rate.

20. SICK LEAVE

20.1 Employees will be entitled to sick leave as follows:

- a. From commencement of employment employees will be entitled to 5 days sick leave. After six months continuous employment, an employee will be entitled to a further 5 days sick leave for the remainder of his/her first 12 month period of employment. For each subsequent 6 month period of employment he/she will be entitled to 5 days sick leave.
- b. Provided that pro rata entitlement shall apply if an employee works less than 10 days in each fortnight normally, but the minimum shall be 5 days in each year.

20.2 If an employee has qualified to take sick leave and has an outstanding entitlement, the employee may take sick leave if he/she is sick or injured or if his/her spouse or a person who depends on them for care is sick or injured, and sick leave will be paid according to the employee's relevant daily pay.

20.3 Sick leave may be accumulated by carrying forward unused sick leave from one year to the next, with a maximum entitlement that can be accrued of 40 days.

- 20.4 If Aotea Pathology so requests, an employee must present to Aotea Pathology satisfactory medical evidence of the sickness or injury if he/she are absent for 3 or more consecutive calendar days, whether or not the days would otherwise be working days for the employee. When satisfactory medical evidence has been requested, the employee may not be entitled to payment for the sick leave until the evidence has been produced.
- 20.5 APL may require an employee to produce a medical certificate to support approval for absence for sickness for less than 3 calendar days, whether or not the employee has exhausted his/her sick leave entitlement. APL agrees to pay reasonable costs of obtaining the medical certificate.
- 20.6 If an employee has exhausted his/her sick leave entitlement Aotea Pathology may agree to the employee taking annual holidays as sick leave.
- 20.7 An employee must notify Aotea Pathology of his/her intention to take sick leave as early as possible before they are due to start work on the day that is intended to be taken as sick leave, or if that is not practicable, as early as possible after that time.
- 20.8 Employees are not entitled to be paid for any accrued sick leave that has not been taken upon termination of employment.

21. **BEREAVEMENT LEAVE**

- 21.1 Employees will be entitled to paid bereavement leave in accordance with the Holidays Act 2003, subject to the following provisions of this clause.
- 21.2 Employees are entitled, after 6 months continuous service with APL, to paid bereavement leave of up to three days in relation to the death of the employee's spouse, parent, child, brother, sister, grandparent, grandchild, or parents of the employee's spouse.
- 21.3 Employees are entitled to paid bereavement leave of one day if APL considers, having regard to the factors set out in the Holidays Act 2003, that they have suffered a bereavement through the death of another person.
- 21.4 Bereavement leave of up to three days may be taken in advance of the entitlement falling due with approval from an employee's Head of Department and the General Manager.
- 21.5 Bereavement leave entitlement will be paid at an employee's relevant daily pay.

22. **PARENTAL LEAVE**

The provisions of the Parental Leave and Employment Protection Act 1987 shall apply.

23. **EXAMINATION/STUDY LEAVE**

- 23.1 Employees shall be entitled to examination/study leave on full pay to sit examinations, or attend courses of study or conferences, that are relevant to their work at Aotea Pathology, and approved by the General Manager and relevant manager, as a means of attaining higher professional or academic qualifications.
- 23.2 Leave without pay may be agreed upon, with the relevant manager and General Manager, in respect of other training or courses.

24. **LONG SERVICE LEAVE**

- 24.1 Employees, except those with different Long Service Leave entitlements specified in Schedule A, shall be entitled to the following long service leave:

- (a) Upon the completion of 10 years current continuous service, you will be granted a long service leave holiday of one week on pay. This long service leave will be granted on the completion of each successive 10 years of service. This entitlement will be pro rata for part time hours.
- (b) Long service leave shall be calculated in accordance with the Holidays Act 2003, and on the basis of the employee's normal hours of work at the time of taking the leave.
- (c) Long service leave must be taken within two years of entitlement, in one period, and at a time mutually convenient to the employer and employee.

25. OTHER LEAVE

The General Manager may, at his/her discretion and within delegated authorities, and on taking advice from the relevant manager, grant an employee special leave with or without pay, on such terms and conditions as he/she may approve.

26. JURY SERVICE

Where an employee is obliged to undertake jury service, he/she shall be granted paid leave, subject to the employee paying to the employer all remuneration received (excluding reimbursement for expenses) provided that:

- (a) the employee provides Aotea Pathology with the Court expenses voucher; and
- (b) the employee returns to work immediately on any day that he/she is not actually serving on a jury; and
- (c) the payments shall be made up to a maximum of five days in respect of each separate period of jury service.

27. CONFLICT OF INTEREST

27.1 Employees may not, during the course of employment, engage in any business activity or undertake any other employment, in direct or indirect competition with Aotea Pathology.

27.2 Employees may undertake other employment if such employment is in their own time, does not adversely affect their ability to perform his/her obligations under this Agreement, and does not conflict with Aotea Pathology's business. The employee shall be required to inform APL of any proposed employment where APL could reasonably believe there may be a conflict. APL may require to be provided with full particulars about that employment, and APL may refuse permission for the employee to undertake that employment.

28. CONFIDENTIALITY

28.1 Employees must not disclose to any person, any confidential information concerning the business, finances, clients or affairs of Aotea Pathology (including but not limited to personal information regarding medical professionals and their patients), unless it is in accordance with the performance of the employee's duties or he/she is expressly requested to do so by Aotea Pathology.

28.2 In relation to personal information regarding medical professionals and their patients, employees must not divulge that information to any person other than "the requesting person" or an authorised employee of the requesting person.

- 28.3 Employees must not access laboratory patient information unless there is a legitimate reason to do so, in accordance with company policy.
- 28.4 The obligations in this clause continue both during employment and indefinitely.
- 28.5 Failure to observe the confidentiality requirements may result in dismissal.

29. **INTELLECTUAL PROPERTY**

All work that an employee produces in the course of their employment is the property of Aotea Pathology, and Aotea Pathology is entitled to any copyright and all other intellectual property in all such work. For the purpose of this clause, "work" includes any invention, improvement, design, process, system, client lists, agency agreements, purchase agreements and other copyright, confidential or proprietary work or business information created, made or discovered by an employee during the period of his/her employment by Aotea Pathology.

30. **INDEMNITY**

- 30.1 Aotea Pathology undertakes to indemnify employees against actions taken against them by persons suffering damage as a result of acts or omissions on their part while acting in accordance with established methodological procedure in the course of your employment, provided that:
 - a) The employee takes reasonable steps to determine and maintain knowledge of current methodological procedures contained in manuals relevant to the work being undertaken at any one time; and any amendment to such procedures shall be advised and acknowledgment sought from staff concerned at or before implementation.
 - b) The indemnity shall extend to any act or omission that arises as a result of the employee being denied access or failing to be notified of any changes to procedures by Aotea Pathology.

31. **HEALTH AND SAFETY**

- 31.1 APL shall provide a safe and healthy work environment. Employees shall take all reasonable steps to ensure a safe working environment and shall comply at all times with APL's health and safety policies.
- 31.2 Where Aotea Pathology requires protective clothing to be worn, it shall be supplied and laundered or dry cleaned at the Aotea Pathology's expense and shall remain the property of Aotea Pathology.
- 31.3 Any failure by an employee to comply with the above policies and procedures may result in disciplinary action being taken against the employee.
- 31.4 Due to the biological hazards associated with a number of laboratory specimens, in particular the risks of transmittable infectious diseases, all employees who have contact with submitted specimens will have relevant medical testing completed as part of the employment process. The purpose of this testing is to assess whether an employee should be offered appropriate immunisations against infectious disease where these are relevant and available and, secondly, for baseline records in case of laboratory incidents. In the case of laboratory related incidents the necessary testing would be completed in the context of appropriate medical counselling.
- 31.5 Aotea Pathology shall be entitled to require an employee to undergo a medical examination, at Aotea Pathology's expense, by a registered medical practitioner. This requirement will be used where Aotea Pathology has reasonable grounds for concern that an employee's health is being affected or is affecting his/her safety or effectiveness at work, or the safety of others in the workplace. If an employee refuses to undergo a medical examination, Aotea Pathology

may consider its health and safety responsibilities using whatever information is available and drawing whatever inferences are appropriate and reasonable in the circumstances.

32. **SEXUAL AND RACIAL HARASSMENT AND DISCRIMINATION**

- 32.1 Sexual and racial harassment and discrimination can be by the use of words (whether written or spoken), visual material or physical behaviour or other actions, by a representative of Aotea Pathology, or by a co-worker or client, which is either sexual in nature or which is hostile to or brings into contempt or ridicule an employee on the grounds set out in the Human Rights Act 1993 and the Employment Relations Act 2000. Full definitions of what constitutes sexual and racial harassment are contained in the relevant Acts. In the event of any incident, the staff member concerned should bring it to the attention of the manager to whom they report. If the person then wishes to pursue the matter further, they may:
- (i) Make a formal complaint to the General Manager of Aotea Pathology; or
 - (ii) Lodge a personal grievance under the Employment Relations Act 2000; or
 - (iii) Make a complaint to the Human Rights Commission.
- 32.2 Aotea Pathology does not tolerate or condone sexual or racial harassment or discrimination in any form and will take whatever disciplinary action is appropriate against any member of staff found to have acted inappropriately (in the view of the company), up to and including dismissal.

33. **REDUNDANCY**

- 33.1 Redundancy means a situation where an employee's employment is terminated by Aotea Pathology, the termination being attributable, wholly or mainly, to the fact that the position filled by the employee is, or will become, superfluous to the needs of Aotea Pathology.
- 33.2 Where an employee's position becomes redundant, he/she will be provided with a minimum period of notice required by this agreement, or payment in lieu of that notice. In addition, the employee will be provided with redundancy compensation on the basis of the following formula:
- (i) 4 weeks pay for the first year of service, or part thereof; and
 - (ii) 2 weeks pay for each subsequent year of service (pro-rated for part years).
- This formula is applied to a maximum of 12 years continuous service and weekly compensation is calculated on the basis of the employee's average weekly earnings for the previous 12 months of service. In addition, long service leave and annual leave owing to the employee (if any) will be paid out on termination in a redundancy situation.
- 33.3 Employees will not be treated as redundant and will therefore not be entitled to be paid redundancy pay in the following circumstances:
- (i) the terminating of temporary, fixed term, or casual employment.
 - (ii) dismissal for reasons of misconduct prior to or during the notice of termination period.
 - (iii) an employee's resignation.
 - (iv) where the whole or part of the employer's business is being sold, transferred, or merged and the employee is offered employment with the new employer on the same or similar terms and conditions and recognising service as continuous.
- 33.4 If circumstances arise which require a reduction in the number of employees due to positions no longer being required or the functions and responsibilities of some positions changing markedly as a result of restructuring, the department manager/s, in making any recommendations to Aotea Pathology will take into account:

- (i) departmental staffing requirements; and
 - (ii) the loss to Aotea Pathology that the departure of any particular employee would incur; and
 - (iii) the contractual obligations of Aotea Pathology; and
 - (iv) any alternatives that are reasonably practicable.
- 33.5 During any change process, the company will follow all legislative and contractual obligations, is committed to using a fair and consultative process, and will try to minimise the disruption to staff members as much as possible.

34. **TERMINATION**

- 34.1 Either party may terminate this Agreement by giving the other party, in writing, four weeks' notice. Aotea Pathology may elect to pay the employee in lieu of giving such period of notice.
- 34.2 An employee may be summarily dismissed (i.e. effective immediately with no requirement for notice to be given) if he/she:
- (i) is in serious breach of the terms of this agreement; or
 - (ii) is guilty of gross incompetence, grave misconduct, wilful neglect, serious omission, or misrepresentation; or
 - (iii) is found to have obtained employment by misrepresentation of qualifications or experience; or
 - (iv) is guilty of conduct which brings Aotea Pathology into disrepute, or that demonstrates that the employee is unfit to remain in his/her present position; or
 - (v) divulges in any form, to any unauthorised person, information of any sort on any patient or referrer, or data that may in any form be commercially sensitive.
- 34.3 If, at any time during the employment, an allegation of serious misconduct is made against an employee which in the opinion of Aotea Pathology requires proper investigation, Aotea Pathology may suspend an employee from normal duties while an investigation is carried out. During any such period of suspension the employee will not attend at the workplace unless directed to do so by Aotea Pathology but will be entitled to be paid for the period of suspension.
- 34.4 In the case of agreements of fixed term duration the employment shall end at the end of the period or event without further notice being required. APL may also terminate the agreement by four weeks' notice or payment in lieu of notice, in writing at an earlier date, except where the termination is the result of disciplinary procedures which result in summary dismissal.
- 34.5 Upon termination or expiry of the employment Aotea Pathology will be entitled to deduct from any monies owing to the employee by way of unpaid salary or wages, holiday pay or otherwise, any amount an employee may then owe to Aotea Pathology. 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.

35. **ABANDONMENT OF EMPLOYMENT**

If an employee is absent from work for a continuous period of three days without notification to and without the consent of Aotea Pathology, and without good cause, the employee will be deemed to have terminated this Agreement at the end of that three day period. Aotea Pathology will make reasonable efforts to contact the employee before the time limit has ended.

36. MEDICAL EXAMINATION

- 36.1 If an employee is medically unfit for work and it is unlikely he/she will be able to return to work within a reasonable period of time or become permanently incapacitated, taking into account Aotea Pathology's business requirements, Aotea Pathology may terminate the employee's employment by four weeks' notice in writing. APL may not terminate the employee's employment until their accrued entitlement to sick leave is exhausted; note however, the notice period may be inclusive of outstanding sick leave.
- 36.2 For the purposes of clause 36.1 above, an employee will be required, if called upon to do so, to take any such medical examination as may reasonably be required by Aotea Pathology, and will authorise the person conducting such an examination to report thereon in confidence and in writing to Aotea Pathology; and Aotea Pathology will be furnished with a copy of the report; provided that the employee will at all times be entitled to seek a second medical opinion, and if that second opinion differs from the results of the first the Aotea Pathology shall take both medical opinions into consideration.
- 36.3 If an employee refuses to give consent for a medical examination, or consent for the release of relevant medical information to Aotea Pathology, Aotea Pathology shall be able to make a decision on the employee's fitness for work on the basis of available information.

37. EMPLOYMENT RELATIONSHIP PROBLEMS

- 37.1 If an employee wishes to raise a personal grievance, a dispute or any other problem relating to or arising out of his/her employment under this Agreement, Aotea Pathology encourages the employee to raise the issue with Aotea Pathology in the first instance. Employees should first talk to their manager about the problem. If no satisfactory resolution can be reached or it is not appropriate to discuss with his/her manager, the employee should then approach the next most senior manager. In the event that after raising the issue with Aotea Pathology the issue remains unresolved, the following services are available for resolution of such a grievance, dispute or problem:
- (i) **Mediation Services.** Either party may contact an office of the Department of Labour to request provision of mediation services to resolve the dispute. Alternatively the parties may agree on a private mediator to provide mediation services.
 - (ii) **Employment Relations Authority and Employment Court.** If the matter is not resolved by mediation, either party may refer the matter to the Employment Relations Authority or the Employment Court, as appropriate, for determination. Alternatively the parties may agree to have the matter determined by a private arbitrator. The procedure for appointing an arbitrator and conduct of the arbitration must then be agreed between the parties.
- 37.2 Any personal grievance must be raised by the employee with Aotea Pathology within 90 days of the action complained of occurring or coming to the employee's attention, whichever is the later. After that 90 day period a personal grievance cannot then be raised unless Aotea Pathology agrees or the Employment Relations Authority gives permission for the person to proceed with the personal grievance.
- 37.3 At any stage an employee is entitled to have a representative working on his/her behalf, and Aotea Pathology must work with the employee's representative to try to resolve the problem. Aotea Pathology may also choose to have a representative working on its behalf.

38. STATUTORY EMPLOYEE PROTECTION PROVISION

- 38.1 Where Aotea Pathology is contracting out; or, does not continue in whole or part as the community pathology laboratory within its current contractual boundaries; or, is selling or transferring all or part of the business, including the part of the business where the employee is employed, the following provisions will apply:

- (i) Where practicable, employees will be consulted about any proposal to sell all or part of the business or to contract out or transfer work before a final decision is made. If this is not reasonably practicable employees will be consulted without delay thereafter.
 - (ii) Aotea Pathology will seek to negotiate with the new employer with a view to endeavouring for them to offer employment on the same or similar terms and conditions and recognising service as continuous. Employees will be advised of timeframes for the acceptance of any offer of employment or of any application and interview process, as soon as possible.
 - (iii) Employees are entitled to choose whether or not to accept employment with the new employer. In the event that the new employer offers an employee employment in terms of clause (ii) above, no redundancy situation is deemed to arise. Unless it is otherwise agreed with the employee, he/she will be entitled to four weeks' notice of termination of employment with Aotea Pathology (which is not in addition to any other notice period specified within this agreement).
 - (iv) In the event that the contractor/service provider is not prepared to offer an employee employment in terms of clause (ii) above, or offers employment on lesser terms and conditions and/or without recognition of his/her service, it will be deemed to be a redundancy situation and the employee will receive four weeks' notice of termination (which is not in addition to any other notice period specified in this agreement).
- 38.2 This clause has been inserted in this agreement because of the Employment Relations Amendment Act (No. 2) 2004. If this legislation is repealed then the parties agree that this clause will cease to have any effect as from the date the legislation is repealed.

39. **UNION REPRESENTATIVE'S EDUCATION LEAVE**

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

40. **DEDUCTION OF UNION FEES**

- 40.1 APL shall deduct union fees from the wages and salaries of members of the union when authorised in writing by members. APL will forward the monies with the names and the individual amounts deducted to the union fortnightly.
- 40.2 A list of members shall be supplied by NZMLWU to APL on request.

41. **UNION MEETINGS**

- 41.1 Subject to sub-clauses 41.2 and 41.3, APL 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.
- 41.2 The representative shall give APL at least 14 days' notice of the date and time of any meeting to which sub-clause 41.1 is to apply.
- 41.3 The representative shall make such arrangements with APL as may be necessary to ensure that the business is maintained during any meeting including, where appropriate, an arrangement for sufficient employee members to remain available during the meeting to enable APL's operation to continue.
- 41.4 Work shall resume as soon as practicable after the meeting, but APL shall not be obliged to pay any employee for a period greater than two hours in respect of any meeting.

41.5 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 APL with a list of employees who attended and shall advise APL of the time the meeting finished.

42. **SIGNATORIES**

Dated **day of** **201~~2~~5:**

Signed:

AUTHORISED Representative of the
EMPLOYEE PARTY

AUTHORISED Representative of the
EMPLOYER PARTY

Deborah Powell
Executive Officer
NZMLWU

Karen Wood
Chief Executive
Aotea Pathology Ltd.

SCHEDULE A – GRANDPARENTED PROVISIONS

Employees who were employed under the terms and conditions of the Wellington Pathology Laboratory (WPL) Collective Agreement as at 30 November 2011, as listed below, shall continue to be entitled to the terms and conditions of employment detailed below whilst they remain in their current position:

Employees:

1	Bartlett	Melinda
2	Burge	Sarah
3	Clarkson	Julie
4	Eastham	Sherry
5	Grace	Jennifer
6	Harcus	Gay
7	Hiess	Frank
8	Hull	Catherine
9	Maedonald	Barbara
10	Martin	Apolonia
11	McKay	Margaret
12	Mills	Raewyn
13	Pemare	Lynne
14	Pook	Christina
15	Robertson	Louise
16	Snell	Jilellen
17	Stephens	Marcia

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Annual Leave:

You shall be entitled to 4 weeks annual leave per year.
On completion of seven years' continuous employment you shall for the seventh and subsequent years, be entitled to five weeks annual holidays. This entitlement will be pro rata for part time hours.

Long Service Leave:

Upon the completion of 10 years current continuous service, you will be granted a special leave holiday of 4 weeks on pay. This special leave will be granted on the completion of each successive 10 years of service. This entitlement will be pro rata for part time hours.

Break between periods of duty:

A break of at least 9 continuous hours must be provided wherever possible in the 15 hours preceding the commencement of the employee's next period of duty of a full shift or more. Unless otherwise advised by APL, the employee shall be released from duty until a 9 hour break has been taken, without loss of ordinary pay.

If advised by APL that the employee is required to fulfil the duty, the employee shall be paid at the appropriate overtime rates from the time of commencing that duty until a 9 hour period from ceasing the last period of duty is achieved.

The 9 hour break may occur either before or after having worked overtime or call back at the laboratory, collection centre or other location where the person has had to leave their residence between the periods of duty.