



APEX & TLAB LIMITED

COLLECTIVE EMPLOYMENT AGREEMENT

6 SEPTEMBER 2017 TO 1 MARCH 2020

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COLLECTIVE EMPLOYMENT AGREEMENT

PART ONE – APPLICATION OF COLLECTIVE EMPLOYMENT AGREEMENT

1.0 PARTIES

TLAB LIMITED (Herein after referred to as the “employer”)

And the Association of Professionals and Executive Employees Inc (APEX). (Herein after referred to as the ‘union”)

- 1.1 The parties agree that any new employee, whose work is covered by this agreement and who is engaged by the employer between the date this collective agreement is ratified by the union and the expiry date shall be offered in writing the opportunity for this CEA 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 CEA applies by virtue of the operation of this sub clause shall be deemed covered by this agreement.

- 1.2 This collective agreement shall apply to employees who are members of the union and are employed or engaged to be employed to supervise or perform pathology tests and/or associated duties in the laboratory service, the collection of specimens, specimen reception and related clerical work, and any employee substantially employed as one of the aforementioned but whom may from time to time use different titles including but not restricted to the following designations:

- Charge Medical Laboratory Scientist
- Senior Medical Laboratory Scientist
- Medical Laboratory Scientist
- Laboratory Scientist
- Supervising Medical Laboratory Technician
- Medical Laboratory Technician
- Qualified Technical Assistant
- Medical Laboratory Assistant
- Charge Phlebotomist
- Phlebotomist
- Trainee Medical Laboratory Technician
- Intern Medical Laboratory Scientist
- Student

Coverage does not apply to pathologists and the Laboratory Manager.

2.0 INTERPRETATIONS

In this agreement, unless the context otherwise requires:

“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.

“Charge Medical Laboratory Scientist” means a person appointed in charge of a department or section of the laboratory and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

“Co-ordinator” means a person who is appointed to coordinate and lead a functional activity within the laboratory, such as Quality Coordinator, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

“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.

“Intern” means an employee who has completed their degree and is still meeting their work experience requirements to gain registration as a MLS from the MLSB or equivalent, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

“Laboratory Scientist” means an employee who holds a science degree or equivalent who is employed to perform medical laboratory science but is not a registered Medical Laboratory Technologist/Scientist, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

“Laboratory System Support Staff/Laboratory Information Technology Staff” means an employee with a previous laboratory background employed principally to maintain and enhance laboratory computer systems.

"Medical Laboratory Assistant" means a person employed in a medical laboratory in manual or technical work ancillary to those of a medical scientist, but who is not a medical laboratory scientist, medical laboratory technician or a trainee/intern.

"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 Science Board, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

"Medical Laboratory Technician" means a person with QTA/QPT/QSST or other relevant qualification. For purposes of clarification a relevant qualification shall include a New Zealand BSc based on biological sciences, NZCS or other recognised medical laboratory qualification or degree in addition to one year practical laboratory experience

"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.

“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.

“Section Head” means a person appointed in charge of a section within a department of the laboratory and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

"Service" means:

(i) **For Salary purposes:** as per 5.5.

(ii) **For Annual leave purposes:**

the aggregate of:

- a. any individual employee's service previously recognised at the commencement date of this Agreement.
- b. service with the NZ Blood Service, any District Health Board, Hospital and Health Service, Crown Health Enterprise, Area Health Board, Hospital Board, Regional Health Authority, or the Public Health Commission of at least 12 months duration provided the service ended within 5 years of the date of current appointment to the Health Service, or within 5 years of the start of the latest period of continuous service with the organisations listed in this subclause.
- c. Service in any medical or other relevant laboratory in New Zealand or overseas except that this service shall be counted for the purpose of determining salary steps and annual leave entitlement only.

"Student" means a person who is employed to gain paid work experience

"Supervising Medical Laboratory Assistant" means a person filling an established position where they are required to undertake the day to day supervision of a group of Medical Laboratory or Senior Medical Laboratory Assistants, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

"Team Leader/Unit Manager" means a person appointed the technical and business leader of a laboratory discipline or department, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

"Technical Specialist/ Clinical Scientist" means a person who is appointed to lead a designated technical area of the laboratory, e.g.: automation, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

"Trainee Medical Laboratory Technician" means a person employed in a position for which the employer normally requires the holding of a relevant qualification and who is studying towards that relevant qualification.

PART TWO - PROVISIONS RELATING TO HOURS OF WORK

3.0 HOURS OF WORK

The employer will take all practical steps to prevent harm occurring to employees from the way work is organised. In particular the employer will monitor on call arrangements and the frequency and duration of call outs and shall take this into account when considering an employees continued fitness to work safely during normal hours of work. If possible fatigued employees shall be authorised to not attend duty or finish their normal duty early without loss of pay for any period of authorised absence.

- 3.1 Unless as provided for in 3.1.1, 3.1.2 or 3.1.3, ordinary hours of work shall be 40 per week and not more than eight hours per day with two consecutive days off. Each daily duty shall be continuous except for meal periods and rest breaks. Provided, however, that in emergency circumstances, the Employer may require an employee to work at other times and for periods other than those specified.
 - 3.1.1 Alternatively, ordinary weekly hours of work shall be 80 per fortnight and not more than 8 hours per day with four days off in every 14. No more than 6 consecutive days shall be worked without 1 day off and the other three days off shall be consecutive. Each daily duty shall be continuous except for meal periods and rest breaks.
 - 3.1.2 Alternatively, ordinary weekly hours of work shall be 80 per fortnight and not more than 8 hours per day with 4 days off in any 14 day period. The days off shall consist of 2 periods of 2 consecutive days each. No more than 10 consecutive days shall be worked at any one time. Each daily duty shall be continuous except for meal periods and rest breaks.
 - 3.1.3 Alternatively, ordinary weekly hours of work shall be 40 per week in 4 consecutive 10 hour days. Employees employed under this provision shall not be paid overtime until they have worked 10 hours per day or 40 hours per week. Each daily duty shall be continuous except for meal periods and rest breaks.
 - 3.1.4 Current employees can only have their hours of work altered by agreement. Employees agreeing to alter their hours of work to those specified under 3.1.1, 3.1.2 or 3.1.3 shall be required to record their agreement in writing. Where any proposed alteration affects the established roster, agreement must be gained from 60% of the affected employees.
 - 3.1.5 Employees have the right to seek the advice of their union or to have the union act on their behalf before signing any such agreement.
- 3.2 Rosters will be notified to those involved not less than 28 days prior to the commencement of the roster provided that less notice may be given in exceptional circumstances.
- 3.3 The normal working week shall commence on Monday at the normal starting time of the employer.
- 3.4 The parties agree to use their best endeavours to implement a continuous rotating 7-day a week roster; no later than 1 August 2018 in accordance with clause 7.8.2;
- 3.5 should the number of staff on the roster fall below a minimum of nine staff; management will institute one or both the following solutions to address the concern;
 - a. Reduce the daily workload in the Gisborne laboratory by moving suitable samples to another laboratory for testing; and/or

- b. Introduction of Point of Care Testing (POCT) in suitable locations

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 shall be paid at time-half rate (T0.5) in addition to normal salary 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, milo or similar and sugar shall be supplied by the employer. Where it is impractical to supply tea, coffee, milk, milo or similar and sugar free of charge, an allowance of \$1.48 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.

PART THREE - RATES OF REMUNERATION

5.0 SALARIES AND WAGES

5.1 Medical Laboratory Scientist

A Medical Laboratory Scientist shall receive an annual rate of salary approved by the employer for the position held.

Step	Pay Period 6/9/17 – 5/9/18		Pay Period 6/9/18 – 1/3/20	
	Per annum	Hourly rate	Per annum	Hourly rate
18	97602	46.7890	99554	47.7247
17	94191	45.1538	96075	46.0569
16	90778	43.5177	92594	44.3881
15	87365	41.8816	89112	42.7192
14	83952	40.2455	85631	41.0504
13	80539	38.6094	82150	39.3816
12	77127	36.9738	78670	37.7133
11	74056	35.5015	75537	36.2115
10	70983	34.0282	72402	34.7088
9	67913	32.5564	69271	33.2075
8	64841	31.0841	66138	31.7058
7	62850	30.1296	64107	30.7322
6	60859	29.1751	62077	29.7586
5	58869	28.2211	60047	28.7856
4	56878	27.2667	58016	27.8120
3	54887	26.3122	55985	26.8384
2	52898	25.3587	53956	25.8659
1	47883	22.9544	48841	23.4135

5.1.1 Progression between steps 1 and 2 shall be after 6 months subject to the intern achieving full registration and this will become their anniversary date for the purpose of progression though the automatic steps. Progression between steps 2-9 inclusive shall be by automatic annual increment on each employee's commencement anniversary or such other anniversary as agreed between the parties.

5.1.2 The employer may establish supervisory/managerial positions and these positions shall be placed on the scale at a level determined by the employer. However, the minimum levels that shall apply from 29 June 2009 are:

Head/charge of Departments Step 13
 Technical Specialists Step 11

Any comparable new position that is established shall be placed on the appropriate minimum step irrespective of position title.

5.1.3 All other progression beyond step 9 shall be at the discretion of the employer. The parties agree to use a merit progression process and criteria for scientists and technicians tailored to the TLab workplace over the term of this agreement. The aim will be to ensure a straightforward process and criteria that improves service delivery, service leadership and development. Where any merit progression process is agreed, it will be forward looking only.

5.2 Medical Laboratory Technicians/Phlebotomists (with QPT)

Step	Pay Period 6/9/17 – 5/9/18		Pay Period 6/9/18 – 1/3/20	
	Per Annum	Hourly rate	Per Annum	Hourly rate
7	56879	27.2672	58017	27.8125
6	54604	26.1763	55696	26.6998
5	52328	25.0853	53375	25.5871
4	50052	23.9944	51053	24.4743
3	47778	22.9040	48733	23.3621
2	45502	21.8131	46412	22.2494
1	43228	20.7227	44092	21.1372

- 5.2.1 A technician will be appointed to the technician scale if they hold a QTA/QPT/QSST or other relevant qualification. For purposes of clarification a relevant qualification shall include a New Zealand BSc based on biological sciences, NZCS or other recognised medical laboratory qualification or degree in addition to one year of practical laboratory experience.
- 5.2.2 Subject to 5.2.1 Trainee Technicians will move to step 1 of the Technicians scale from the date that the employee obtains a relevant qualification.
- 5.2.5 Progression from step 1 through to step 4 shall be an automatic annual increment.
- 5.2.4 Progression further through the scale is dependent on performance, skill shortage, job content, responsibilities and/or clinical expertise.
- 5.2.5 The employer may establish supervisory technician positions, technicians working in accordance with this provision shall be paid no less than step 6 of the scale. Progression to step 7 shall be at the discretion of the employer.
- 5.2.6 Where a Medical Laboratory Technician is rostered to work 50% or more of their rostered duties outside the hours of 0730 hours to 1730 hours Monday to Friday in the department without direct supervision on those shifts on a regular basis, they shall be paid no less than step 3 on the scale. A Medical Laboratory Technician who has a minimum of one year's experience working in accordance with the provisions of this clause shall be paid no less than Step 6 of this scale.
- 5.2.7 The employer acknowledges that it is their responsibility to provide adequate supervision as per the provisions of the HPCAA Act 2003 and MLSB Policy 2004 "Definition of the Profession of Medical Laboratory Science" and any subsequent relevant policies.
- 5.2.8 In keeping with the parties commitment to quality services the employer recognises the need for appropriate supervision. The employer shall encourage Medical Laboratory Technician to gain a registrable qualification.

5.3 Assistant/Trainee Medical Laboratory Technician/Phlebotomist (without QPT)

Step	Pay Period 6/9/17 – 5/9/18		Pay Period 6/9/18 – 1/3/20	
	Per Annum	Hourly rate	Per Annum	Hourly rate
6	41979	20.1242	42819	20.5267
5	40821	19.5692	41638	19.9606
4	39396	18.8861	40184	19.2639
3	38258	18.3404	39023	18.7072

2	36956	17.7160	37695	18.0703
1	35549	17.0417	36260	17.3826

Progression from step 1 to 6 shall be by automatic annual increment on the anniversary of the employee's appointment.

5.4 Recognition of Previous Service for Salary Purposes Only

5.4.1 Medical Laboratory Assistants/Laboratory Technicians

The employer may credit previous service for salary purposes only for connected service (as defined below) for medical laboratory assistants/Laboratory Technicians as follows:

Service in private laboratories	Full credit
Service in hospital laboratories	Full credit
Service in university laboratories	Full credit
Nursing service	Half credit
Teaching services (sciences)	Half credit

5.4.2 Medical Laboratory Scientists

The employer may credit previous service for salary purposes only for connected service (as defined below) for medical laboratory technologists as follows:

Service in private laboratories	Full credit
Service in hospital laboratories	Full credit
Service in university laboratories	Full credit

5.4.3 "Connected Service" comprises all periods of service in the employ of a Hospital/Area Health Board, CHE, HHS, District Health Board, Blood Service, a separate institution, or the Crown in New Zealand, or the current employer that are continuous with one another. Where such service is broken only for the period required to take a course of study approved by the employer or for a period of not more than 12 months for any other reason, the service preceding and succeeding that period shall be regarded as continuous.

5.5 Medical laboratory employees on full-time study leave with or without pay shall continue to receive annual increments to which they would otherwise be entitled.

5.6 Medical laboratory employees will commence within these scales according to the job size determined by the employer from the job description for the position held.

6.0 REIMBURSEMENTS

The employer agrees to reimburse employees for appropriately authorised expenses incurred by the employee, within four weeks of the reimbursement claim being submitted, subject to the Employee providing an appropriate GST receipt.

7.0 OVERTIME, PENAL RATES AND DUTY ALLOWANCES

7.1 Definitions

7.1.1 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.

7.1.2 Overtime is time worked in excess of the daily duty as defined in 3 and all time, other than time for which a duty allowance is payable, worked on a Saturday, Sunday or public holiday, when such work has been properly authorised.

7.2 Overtime

Subject to 7.4, overtime shall be paid at the following rates. In computing overtime, each day shall stand-alone.

7.2.1 In respect of overtime worked on any day (other than a public holiday), from midnight Sunday/Monday to midday on the following Saturday 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.

7.2.2 In respect of overtime worked from midday Saturday to midnight Sunday/Monday or on a public holiday at double the normal hourly rate of pay (T2).

7.3 Penal rates

Subject to 7.4 penal time shall be paid at the following rates **in addition to normal wages:**

7.3.1 From midnight Friday/Saturday to midday Saturday at half the normal hourly rate of pay (T0.5) for the first three hours and at double the normal hourly rate of pay (T1) thereafter.

7.3.2 From midday Saturday to midnight Sunday/Monday at time one of the normal hourly rate of pay (T1).

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

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

7.5 Minimum Breaks Between Spells of Duty

7.5.1 A break of at least nine consecutive hours will be provided immediately after the finish of the last call out pertaining to the call back duty.

7.5.2 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.

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

7.5.4 If a break as required under clause 7.5.1 above 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.

7.5.5 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.

7.5.6 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.

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

7.7 Night Allowance

7.7.1 Night rate – An employee whose normal hours of duty fall between 2000 hours and 0600 hours will be paid at time one quarter of the normal hourly rate of pay (T0.25) in addition to normal salary for all hours which so fall provided that:

- (i) The rate is to be calculated on the ordinary time hourly rate.
- (ii) The minimum payment under this provision shall not be less than payment for two hours at T 0.25 of the normal hourly rate even if the part of a shift which falls between the hours of 2000 hours and 0600 hours is less than two hours worked.

7.7.2 Night rate is not to be paid when overtime is being worked or a penal rate/duty allowance is payable.

7.7.3 In addition to the rates set out in 7.7.1 above, those employers in 7.7.1 above paying time one quarter (T0.25) for night rate shall pay to an Employee whose hours of work fall between 2200 hours and 0600 hours, Monday to Friday, an allowance of \$2.32 for each hour so worked.

7.8 SHIFT ALLOWANCE

7.8.1 Penalty Clause

Shift hours are to be paid at T1.5 if the frequency of normal hours weekly shift rostering falls below the equivalent of 1:4 for both full time and part time staff.

7.8.2 Shift Hours

The shift hours will be;

For day shift Monday to Friday – 8 hours worked between the hours of 7.00am and 6.00pm. Breaks are subject to clause 4

For day shift Saturday & Sunday – 8 hours worked from 8.00am to 4.00pm. Breaks are subject to clause 4

For evening shift Monday – Sunday – 8 hours worked from 4.00pm to midnight. Breaks are subject to clause 4

7.8.3 Part time employees

Those part time staff who have agreed to work the pm shift agree to work the eight hour shifts 4.00pm to midnight Monday to Sunday.

8.0 ON CALL/ ON CALL ALLOWANCE

- 8.1.1 Where an employee is instructed to be on call during normal off duty hours s/he shall be paid an on call allowance of \$3.50 per hour or part thereof while on call.
- 8.1.2 Where the employer requires the employee to participate in an on call roster, at the discretion of the employer:
- (i) 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, or
 - (ii) Half the cost of a single telephone rental shall be reimbursed to the employee by the Employer and a long-range locator (or similar electronic device) shall be made available to the employee for the period of on call duty at no expense to the employee.

The On Call and Call Back provisions of this Collective Agreement are for the avoidance of doubt, 'availability provisions' for the purposes of the Employment Relations Act and the remuneration paid by way of allowance (if waged) or salary (with no allowances) amount to reasonable compensation for employees making themselves available to perform on call and call back work.

8.2 Call back

- 8.2.1 An employee shall be paid for a minimum of three hours, or for actual working and travelling time, whichever is the greater – at the appropriate rate, 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.
- 8.2.2 Where part-time employees are part of an official on call roster and are called out from their place of residence in emergency circumstances, then they shall be paid on the basis of a minimum of three hours at appropriate rates. The length of the call would be measured in respect of actual time worked only, except that outside of the normal hours of duty (i.e. 0800 hours to 1700 hours Monday to Friday) the length of the call would be measured in respect of actual time worked and reasonable travelling time from the place of call to the place of duty and return to the place of call or residence. The minimum payment prescribed shall apply to each recall, except that:
- (i) Call-outs commencing and finishing within the minimum period covered by an earlier call-out shall not attract any additional payment;
 - (ii) Where a call-out commences before and continues beyond the end of a minimum period for a previous call-out payment shall be made as if the employee had worked

continuously from the beginning of the previous call-out to the end of the latter call-out.

- 8.2.3 Where laboratory employees are called back to duty outside their normal hours of work, the employee shall either be provided with transport or they shall be reimbursed with accordance with clause 35.

9.0 HIGHER DUTIES ALLOWANCE

- 9.1 Where an employee is temporarily appointed or seconded to a higher graded position for a period of 5 or more consecutive working days the employee will receive a higher duties allowance for the whole period of that appointment.
- 9.2 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.

10.0 MEAL ALLOWANCE

A shift employee who works a qualifying shift of eight or ten hours or more and who is required to work more than one hour beyond the end of the shift (excluding any break for a meal) shall be paid a meal allowance of \$9.00 or at the option of the employer, be provided with a meal.

11.0 RETIRING GRATUITIES

Retiring gratuities shall apply as per the employees' collective agreement, which was in place immediately prior to this agreement. The relevant provision is as per Schedule C.

PART FOUR - PROVISIONS RELATING TO LEAVE

12.0 PUBLIC HOLIDAYS

12.1.1 The following days shall be observed as public holidays:

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

12.1.2 When any of the above holidays falls on a Saturday or Sunday, it shall be observed on the following Monday, and in the event of another holiday falling on such a Monday, such other holiday shall be observed on the next succeeding Tuesday.

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

12.1.4 For the purposes of this clause, if Waitangi Day or ANZAC Day:

- (a) Falls on a Saturday or a Sunday, and the day would otherwise be a working day for the Employee, the public holiday must be treated as falling on that day; or
 - (b) Falls on a Saturday or a Sunday, and the day would not otherwise be a working day for the Employee, the public holiday must be treated as falling on the following Monday.
- To avoid doubt, this clause does not entitle the Employee to more than one (1) public holiday for Waitangi Day or more than one (1) public holiday for ANZAC Day.

12.2 Employees Required to Work on Public Holidays

12.2.1 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 wages, and is also to be granted a day's leave on pay at a later date convenient to the employer. This is inclusive of the entitlements under the Holidays Act at section 50, not in addition to it.

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

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

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

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

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

12.3 Public Holidays Falling During Leave or Time Off

12.3.1 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.

12.3.2 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.

12.3.3 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.

12.3.4 Off duty day - Except where the provisions of 12.3.1 apply, if a public holiday, falls on a rostered employee's off duty day (such off duty day not being a Saturday or a Sunday) the employee shall be granted an additional day's leave at a later date convenient to the employer.

12.3.5 When part time employees work fixed days (example every Monday to Wednesday) they will receive a day's leave if a public holiday falls on one of those fixed days and they work it. If they are not required to work that day, then they will receive the paid public holiday and no days leave is granted. If a public holiday falls on a day which is NOT one of their fixed days they neither get paid nor receive a day's leave.

12.3.6 When part time employees work full rotating shifts (i.e. work different set of days each week - Monday to Thursday week 1, Tuesday to Friday week 2 and so on) shall be paid all public holidays.

12.3.7 Equivalent time off in lieu of whole holidays is to be treated the same as annual leave in respect of the rules regarding accumulation (refer to clause 13.2.4).

13.0 ANNUAL LEAVE

13.1 Subject to 13.2 below, employees shall be granted leave of absence on full pay in respect of each leave year as follows:

With under six years' service – 20 days (4 weeks) from the employees first anniversary date falling after 1 April 2007 in accordance with the Holidays Act 2003.

With six or more years' service – 22 working days (4.4 weeks)

13.2 Conditions

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

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

- 13.2.2 For the purpose of this clause, service is as defined in clause 2.
- 13.2.3 The employer may permit an employee to take annual leave in one or more periods.
- 13.2.4 The employer may permit all or part of the annual leave accruing in respect of a leave year to be postponed to the next following year, but the annual leave entitlement at any one time shall not exceed the total of annual leave accruing in respect of two leave years.
- 13.2.5 Provided that, where an employee is on continuous leave without pay due to illness or accident the employee will be permitted to take or accumulate leave for up to two years. After this, an employee will not qualify for any further period of leave until duty is resumed.
- 13.2.6 When an employee ceases duty, salary shall be paid for accrued annual leave and the last day of service shall be the last day of such work.
- 13.2.7 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 subclause 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.

13.2.8

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

13.3 Every part-time employee will be entitled to annual leave as prescribed. Salary during leave will be paid for the employee's usual working week.

13.4 Anticipation of Annual Leave for Overseas Trip

An employee with over 20 years' current continuous service may anticipate one year's annual leave entitlement for the purpose of taking a trip overseas.

13.5 **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 13.

13.6 **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.

13.7 **Extra Leave for Shift Employees**

"Shift work" is defined as the same work performed by two or more employees or two or more successive sets or groups of employees working successive periods.

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

- (a) The shift work performed each day:
 - (i) Extends over at least 13 continuous hours, and
 - (ii) Is performed by two or more employees working rostered shifts, and
 - (iii) The shift involves at least two hours of work performed outside the hours of 0800 hours to 1700 hours.
- (b) The shift work does not extend over at least 13 continuous hours each day but at least four hours of the shift work are performed outside the hours of 0800 hours to 1700 hours.
- (c) The shift work performed:
 - (i) Is rostered and rotating, and
 - (ii) Extends over at least 15 continuous hours each day, and
 - (iii) Not less than 40% of the hours worked in the period covered by the roster cycle is outside the hours of 0800 hours to 1700 hours.

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

Number of qualifying Shifts per annum	Number of days additional Leave per annum
121 or more	5
96-120	4
71-95	3
0-70	2

14.0 SICK LEAVE

14.1 Conditions

- 14.1.1 Where an employee is granted leave of absence because of sickness or injury not arising out of and in the course of employment (in this clause referred to as "sick leave"), the employee shall be entitled to payments as calculated in accordance with the relevant provisions of the Holidays Act 2003.
- 14.1.2 On appointment with the employer, a full time employee shall be entitled to five working days sick leave as calculated in accordance with the relevant provisions of the Holidays Act 2003. On completion of each subsequent six months, he/she shall be entitled to a further five working days, with a maximum entitlement of 260 working days.
- 14.1.3 The production of a medical certificate or other evidence of illness may be required in accordance with the Holidays Act 2003.
- 14.1.4 Sick leave is to be debited on an hour for hour basis.
- 14.1.5 Part-time employees are entitled to sick leave on a pro rata basis but not less than the minimum provided for under the Holidays Act 2003.
- 14.1.6 Casual employees may have entitlements to sick leave, determining this will be in accordance with the formula in the Holidays Act 2003.

14.2 Discretionary powers of the employer to grant leave in excess of the above-prescribed limits

- 14.2.1 Where a full time employee is incapacitated by sickness or injury arising out of and in the course of employment, full salary may be paid at the discretion of the employer.
- 14.2.2 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.
- 14.2.3 Where an employee is incapacitated by sickness or injury in their first twelve months of employment, full salary up to a maximum of 10 days may be paid at the discretion of the employer, providing that, should the employee resign or otherwise cease employment, prior to completing twelve months service, repayment shall be made to the employer.

14.3 Sickness at Home

- 14.3.1 The employer may grant an employee leave 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.

- 14.3.2 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.
- 14.3.3 The production of a medical certificate or other evidence of illness may be required.

14.4 Sick Leave in Relation to Annual and Long Service Leave

- 14.4.1 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.
- 14.4.2 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.
- 14.4.3 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.

14.5 Leave Without Pay in Relation to Sick Leave Entitlements

An employee who is granted leave without pay and who remains in the service of the employer, will have such leave included in determining sick leave entitlement.

15.0 BEREAVEMENT/TANGIHANGA LEAVE

- 15.1 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.
- 15.2 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 15.1 above. This provision will not apply if the employee is on leave without pay.
- 15.3 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner.

16.0 LONG SERVICE LEAVE

- 16.1 Employees who complete 10 years' continuous service shall be entitled to 1 weeks' long service leave and after each 5 years' subsequent continuous service thereafter 1 week's long service leave.
- 16.2 Continuous service may be broken by periods of up to three months but any break in service of longer than three months shall debar an Employee from counting the service prior to that break towards the qualifying period for long service leave. This includes periods of service over three months in an overseas post which are taken after resignation from a hospital or area health board, CHE or District Health Board in New Zealand.
- 16.3 The long service leave provided in Clause 16.1 of this clause shall be on current salary in accordance with the Holidays Act 2003, and are to be taken, where possible, in one period at such time as agreed between the Employer and the Employee within 5 years of entitlement date.
- 16.4 If the Employee having become entitled to long service leave leaves her/his employment before such holiday has been taken she/he shall be paid in lieu thereof.

17.0 PARENTAL LEAVE

17.1 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 18.0 Reappointment After Absence Due to Childcare).

17.2 Parental Leave is Leave Without Pay

17.3 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.
- 17.4
- (a) Parental leave of up to 12 months is to be granted to employees with at least one year's service at the time of commencing leave.
 - (b) Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave.
 - (c) Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer.
 - (d) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer.
- 17.5 In cases of adoption of children of less than five years of age, parental leave shall be granted in terms of 17.3 and 17.4 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.

17.6 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.

17.7 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.

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

17.9 Job Protection

17.9.1 Subject to 17.10 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.

17.9.2 Where applicable, employees shall continue to be awarded increments when their incremental date falls during absence on parental leave.

17.10 Options

17.10.1 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.

17.10.2 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 17.9 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 17.10.2 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 17.10.2 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 17.10.2(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 17.10.2(a) above expires, and no similar position is available for the employee, the employee shall be declared surplus under Clause 26.0 of this Agreement.

17.11 If the employee declines the offer of appointment to the same or similar position in terms of subclause 17.9.1 above, parental leave shall cease.

17.12 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.

17.13 Lump Sum Payment

17.13.1 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.

17.13.2 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.

17.13.3 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.

17.13.4 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).

17.14 Parental Leave Absence Filled by Temporary Appointee

If a position held open for an employee on parental leave is filled on a temporary basis, the employer must inform the temporary appointee that their employment will terminate on the return of the employee from parental leave.

18.0 REAPPOINTMENT AFTER ABSENCE DUE TO CHILDCARE

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.

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.

19.0 JURY SERVICE AND WITNESS LEAVE

19.1 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.

19.2 An employee called on for jury service or as a witness may elect to take annual leave, leave without pay, or leave on pay.

19.3 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.

19.4 Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the Court does not require the employee, the employee is to report to work where this is reasonable and practical.

20.0 UNION REPRESENTATIVE'S EDUCATION LEAVE

The employer shall grant leave on pay annually for members of APEX to attend courses authorised by the Minister of Business, Innovation and Employment to facilitate the employees' education and training as employee representatives in the workplace.

The number of days education leave per annum granted shall be as follows:

- 1-5 members = 3 days
- 6-50 members = 5 days
- 51-280 members = 1 day for every 8 FTE or part thereof
- over 281 members = 35 days plus 5 days for every 100 FTE or part thereof exceeds 280

21.0 EMPLOYEE RELEASE

- 21.1 Employees with 5 years continuous service with the current employer may apply for a one-off continuous period of unpaid Employee Release for a period of three months up to a maximum of twelve months. Such application shall be considered on a case-by-case basis and granted at the discretion of the employer. All service related provisions/ benefits will be put on hold until resumption of normal duties.
- 21.2 The notification of the employee's intent to return to normal duties will be the same as Clause 17.7 (Parental Leave).
- 21.3 Job protection provisions will be the same as in Clause 17.9.1 (Job Protection).
- 21.4 The provisions of this clause are separate from and in addition to normal unpaid leave provisions and it is acknowledged that employees may apply for unpaid leave at any time during their employment.

PART FIVE - TERMS OF EMPLOYMENT

22.0 HEALTH AND SAFETY

22.1 Safe Environment Obligations

22.2 The Employer and Employee will meet their obligations under the Health and Safety at Work Act.

22.3 The Employer's duties include:

- (a) Providing and maintaining a safe working environment for the Employee and others in the workplace;
- (b) Providing and maintaining facilities for the welfare of the Employee while at work;
- (c) Providing all necessary training and instructions to the Employee;
- (d) Making sure machinery and equipment is safe;
- (e) Making sure working arrangements are not hazardous;
- (f) Providing procedures to deal with work emergencies;
- (g) Making sure health and safety employee engagement and participation processes are in place; and
- (h) Consulting and cooperating with other businesses operating in the same workplace(s) to keep everyone safe and healthy.

22.4 The Employee will follow the Employer's health and safety rules and procedures. The Employee will take reasonable care to look after their own health and safety at work, their fitness for work, and the health and safety of others.

22.5 Examples of how the Employee can take reasonable care include:

- (a) Following all reasonable health and safety rules and instructions;
- (b) Participating in health and safety discussions;
- (c) Exercising their right to refuse to do unsafe work;
- (d) Taking reasonable care that their actions (or inactions) do not cause harm, or risk of harm, to themselves or others;
- (e) Not reporting for duty under the influence of alcohol or drugs that impair their performance or fitness for work; and
- (f) Wearing all necessary personal protective equipment and clothing.

22.6 The Employee must report any potential risks, incidents and near misses so the Employer can investigate, and eliminate or minimise harm or risk of harm.

23.0 PROTECTIVE CLOTHING

- 23.1 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.

Where an employer requires a laboratory employee to wear a particular type of shoe, two pairs shall be supplied free of charge to every whole-time medical laboratory employee or an allowance of \$133.90 p.a. shall be paid in lieu. Six pairs of duty socks, stockings or pantyhose shall also be supplied free of charge or an allowance of \$32.87 p.a. shall be paid in lieu. This clause does not apply to any employer that does not have this provision in their agreement that was in force immediately prior to this agreement.

- 23.2 In the case of a medical laboratory employee who is employed part-time, a proportionate part of these allowances shall be paid as applicable.
- 23.3 A laboratory 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.

24.0 REFUND OF ANNUAL PRACTISING CERTIFICATE

Where a laboratory 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 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.
- (c) The employee must be a member of the particular occupational class to whom the requirement applies.

25.0 RECERTIFICATION

- 25.1 The employer accepts responsibility for providing the necessary resources and costs to meet the competency requirements of the Health Practitioner Competency Assurance Act. Reimbursement of fees required to enrol in a recognised Continuing Professional Development (CPD) points programme will be provided to a maximum of \$200 per annum per employee.
- 25.2 To assist employees in updating and enhancing their skills, subject to prior approval, the employer will meet the cost of professional development.

26.0 EMPLOYEE PARTICIPATION

26.1 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.

26.2 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.

26.2.1 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 26.0 specifically: staff surplus, and options for resolving staff surplus.

26.2.2 Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.

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

26.3 For the purposes of clause 26, the recognised representative shall be the union delegate unless otherwise agreed.

26.4 Employment Protection Provisions

26.4.1 In the event that the employer (“the company”) restructures its business so that the work of some or all of its employees is to be performed for a new employer, the following provisions relating to the negotiations between the company and the new employer shall apply.

26.4.2 The terms “new employer”, “restructuring” and “affected employee” shall have the meaning given to them in section 69L of the Employment Relations Act 2000.

26.4.3 The process to be followed by the company in negotiating with the new employer is as follows:

- (i) The company shall confirm with the new employer the company’s obligation to negotiate about the restructuring;
- (ii) The company shall inform the new employer that the company wishes to negotiate in relation to the possible transfer of affected staff to the new employer and, if so, the terms and conditions of those transferring staff members;
- (iii) The company shall put a proposal to the new employer in relation to whether affected staff will transfer to the new employer and on what terms and conditions of employment;
- (iv) At all times during any negotiation with the new employer, the company will observe the privacy rights of the affected employees, including the union membership status of any affected employee.

26.4.4 The matters to be negotiated between the company and the new employer shall include:

- (i) Whether staff will be transferred to the new employer, and if so, the total number of staff and positions to be affected.
- (ii) The date restructuring will commence.
- (iii) The terms and conditions of employment of affected staff who transfer to the new employer, including, but not limited to:
 - a. Whether staff who elect to transfer shall be employed by the new employer under any existing terms and conditions;
 - b. Whether the employment of affected staff who elect to transfer must be treated as continuous, including for the purposes of service-related entitlements;
 - c. The reasonable period of time prior to the date of transfer that is to be available to enable a staff member to make his or her election as to whether to transfer or not.

26.4.5 Before entering into a restructuring agreement, the company shall consult with the union, and allow a reasonable time for such consultation before the restructuring agreement is entered into.

26.4.6 The process to be followed at the time of restructuring to determine entitlements for affected staff who are members of the union is as follows:

- (i) The company shall inform the affected staff and the union of the entitlements (if any) of the affected members.
- (ii) A reasonable time shall be allowed for the union to consider the information provided and respond.

27.0 STAFF SURPLUS

27.1 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 subclause 27.5 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.

27.2 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:

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

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

the conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are the same as, or are no less favourable than, the employee's conditions of employment, including:

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

Under the employment being terminated; and

the offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either:

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

27.3 Notification

The employer will advise the employee organisation at least one week 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 month's 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).

27.4 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.

27.5 Options

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

- (a) Reconfirmed in position
- (b) Attrition
- (c) Redeployment
- (d) Leave without pay
- (e) Retraining
- (f) Enhanced early retirement
- (g) Severance.

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in subclause 27.12 will be applied as a package.

27.6 Reconfirmed in Position

Where a position is to be transferred into a new structure in the same location and grade, where there is one clear candidate for the position, the employee is to be confirmed in it.

Where there is more than one clear candidate the position will be advertised with appointment made as per normal appointment procedures.

27.7 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.

27.8 Redeployment

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

27.8.1 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).

27.8.2 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.

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

27.9 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.

27.10 Retraining

27.10.1 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.

27.10.2 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 inservice 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, nursing bridging programmes, etc.

27.11 Enhanced Early Retirement

27.11.1 Employees engaged by a DHB (or its predecessor) prior to 1 May 1994 are eligible if they are within 10 years of the age of eligibility for government superannuation and have a minimum of ten years' total aggregated service with the current employer, or contracted

out hospital-Based Medical Laboratory and one or more DHBs, and with one or more of the following services:

- (a) Public Service
- (b) New Zealand Post Office
- (c) New Zealand Railways
- (d) Any University in New Zealand
- (e) Any Health Centre in any New Zealand Polytechnic or College of Education.

But excludes any service with any of the above services or with any DHB which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services or from any DHBs.

27.11.2 Employees engaged by a DHB (or its predecessor) on or after 1 May 1994 are eligible if they are within 10 years of the age of eligibility for government superannuation and have a minimum of 10 years total current continuous service with a DHB or the current employer.

27.11.3 Membership of a superannuation scheme is not required for eligibility.

27.11.4 The provisions of Schedule A (Retiring Gratuities) shall apply and in addition, the employee shall receive the following:

- (a) One month's notice of retirement or 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
- (b) 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
- (c) 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
- (d) Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

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

- (e) If the employee has ten or more years' service, the full retiring gratuity set out in the scale contained in Clause 11 shall be paid.
- (f) Outstanding annual leave and long service leave may be separately cashed up.

27.12 Severance

Payment will be made in accordance with the following:

27.12.1 For Employees engaged by a DHB (or its predecessor) prior to 1.5.94 "Service" for the purposes of this subclause 27.12 means total aggregated service with the employing employer, with a DHB and one or more other Crown Health Enterprises, Private Medical Laboratory and with one or more of the following services:

- (a) Public Service
- (b) Post Office
- (c) New Zealand Railways
- (d) Any University in New Zealand
- (e) Any Health Centre in any New Zealand Polytechnic and/or College of Education

However, excludes any service with any of the above Services or with any Board, CHE, HHS or DHB that has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services or from any Boards.

- 27.12.2 For employees engaged by a DHB (or its predecessor) on or after 1.5.94 "Service" for the purpose of this clause means current continuous service with a DHB or the current employer.
- 27.12.3 8.33 Per cent of basic salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment shall only be made where the requisite notice cannot be given. Notice that is of a lesser period than required by this document shall require the employer to pay an amount proportionate to the ungiven period of notice. This payment is regardless of length of service; and
- 27.12.4 12 Per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
- 27.12.5 4 Per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- 27.12.6 Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.
- NOTE: The total amount paid to employees under this provision shall not exceed the basic salary (T1 rate only) the employee would have received between their cessation and the date of their being eligible for government superannuation.
- 27.12.7 If the employee has ten or more years' service, the full retiring gratuity, as set out in the scale contained in Clause 11.0 shall be paid.
- 27.12.8 Employees with not less than eight years' service but less than ten years' service shall be paid two weeks' basic salary (T1 rate only).
- 27.12.9 Employees with not less than five years' service but less than eight years' service, shall be paid one-week's basic salary (T1 rate only).
- 27.12.10 Outstanding annual leave and long service leave may be separately cashed up.
- 27.12.11 **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.

27.13 Counselling

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

28.0 NOTICE

Unless otherwise stipulated, the employment shall be deemed to be a monthly one and a month's notice 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.

29.0 ABANDONMENT OF EMPLOYMENT

Where an employee absence 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.

PART SIX - OTHER PROVISIONS

30.0 DEDUCTION OF UNION FEES

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

31.0 STOPWORK MEETINGS

- 31.1 Subject to subsections 31.2 to 31.5, the employer shall allow every employee covered by this agreement to attend, on ordinary pay, at least two meetings (each of a maximum of two hours' duration) in each year (being the period beginning on the 1st day of January and ending on the following 31st day of December) with their representatives.
- 31.2 The representative shall give the employer at least 14 days' notice of the date and time of any meeting to which subsection 31.1 is to apply.
- 31.3 The representative shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any meeting, including, where appropriate, an arrangement for sufficient employees to remain available during the meeting to enable the employer's operation to continue.
- 31.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any employee for a period greater than two hours in respect of any meeting.
- 31.5 Only employees who actually attend a meeting shall be entitled to pay in respect of that meeting and to that end the representative shall supply the employer with a list of employees who attended and shall advise the employer of the time the meeting finished.

32.0 EMPLOYMENT RELATIONSHIP PROBLEMS

- 32.1 An "employment relationship problem" includes:
- i) A personal grievance
 - ii) A dispute
 - iii) Any other problem relating to or arising out of the employment relationship.
- 32.2 Where an Employment Relationship Problem arises the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:
- a) The employee will be provided the opportunity to be represented by their union or other such support person of their choosing at any time during the resolution process.
 - b) If the matter is unresolved either party is entitled to seek mediation from the Ministry of Business, Innovation and Employment or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)
- 32.3 A "personal grievance" means a claim that you:
- i) Have been unjustifiably dismissed; or

- ii) Have had your employment, or your conditions of employment, affected to your disadvantage by some unjustifiable action by the employer; or
- iii) Have been discriminated against in your employment; or
- iv) Have been sexually harassed in your employment; or
- v) Have been racially harassed in your employment; or
- vi) Have been subjected to duress in relation to union membership.

32.4 If the employment relationship problem is a personal grievance, you must raise the grievance with the Employer within a period of 90 days, beginning with the date on which the action alleged to amount to a personal grievance, occurred or came to your notice, whichever is the latter. There is also additional time available for raising a personal grievance under the Act, under particular circumstances (ERA Section 115).

32.5 Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.

32.6 If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.

33.0 INDEMNITY

33.1 The employer undertakes to indemnify employees, subject to the terms and conditions of the employer's professional indemnity/medical malpractice insurance policy, against actions taken by persons suffering damage as a result of acts or omissions of the employee while acting in the course of their employment.

33.2 This indemnity does not apply to any employee acting outside his or her employment, or for any action taken against the employee by their own professional association. The parties agree that the payment of any excess or deductible is the responsibility of the employer.

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 UNIFORMS

All employees shall be provided with three shirts/tops (2 in the case of part-timers) and 2 skirts/trousers, which shall be replaced on a fair wear and tear basis at no cost to the employee.

37.0 TRANSFER EXPENSES

Before a transfer takes place the terms under which such transfer is to occur shall be agreed between the employee and the employer and recorded in writing.

For:

Transferring on promotion; or
Transferring at the convenience of the employer

38.0 PROFESSIONAL DEVELOPMENT

The employer and union are committed to ensuring fair access to opportunities for continuing professional development. Decisions about which scientists and technicians shall attend training courses and conferences, will be made after discussion between management, the APEX delegate and the principal scientist. The final decision shall be managements.

39.0 SAVINGS CLAUSE

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.

40.0 VARIATIONS

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

41.0 TERM OF AGREEMENT

This Agreement shall be deemed to have come into force on 6 September 2017 and shall continue in force until 1 March 2020.

Dated this day of

Signed:

AUTHORISED Representative of the
UNION

AUTHORISED Representative of the
EMPLOYER

.....
Deborah Powell
National Secretary
Association of Professionals and Executive Employees

.....
Bruce van den Heever
Chief Executive Officer
TLab Limited

SCHEDULE C – RETIRING GRATUITIES PROVISION

The employees' collective agreement which was in place immediately prior to this agreement was a MECA between DHBs, including Tairāwhiti DHB, which was signed 1 August 2007 for a term 7/5/07 to 30/11/09. Its Retiring gratuities provision preserved the provision as contained in the MECA between DHBs including Tairāwhiti DHB, which was signed 25 May 2004 for a term 1/10/03 to 31/3/06. Its Retiring gratuities provision preserved the provision as contained in a CEA with Tairāwhiti District Health signed 14/1/03 for a term 31/3/02 to 30/9/03. That clause read as follows:

42.0 RETIRING GRATUITIES

42.1 The Employer may pay a retiring gratuity to staff retiring from the Company who have had no less than 10 years' service with the employing Company, with that Company and one or more other Companies, Hospital Boards, Area Health Boards and with one or more of the following services: Health Service, Health Department, University Teaching, Non-teaching service with Universities, MAF, NZCDC, DSIR.

This clause shall only apply to those employed by the Company at 17 September 1996.

42.2 For the purposes of establishing eligibility for a gratuity, total service 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 whole-time equivalent for the purpose of establishing eligibility.

42.3 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.

42.4 Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of Employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.

42.5 The Employer may also grant half the normal entitlement to those Employees resigning after not less than 10 years' service to take up other employment.

42.6 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.

42.7 For the purposes of calculating the amount of gratuity which a board may pay the rate of pay on retirement shall be the basic rates of salary or wages plus adult allowance and dependents allowance.

42.8 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.

42.9 SCALE OF MAXIMUM GRATUITIES

Period 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 years	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.

The provisions of this clause shall not apply to those employed after 1 July 1996.