



APEX
ALLIED SCIENTIFIC AND TECHNICAL

MEDICAL LABORATORY WORKERS MECA



1 JANUARY 2021 - 31 MAY 2021

If you have any issues with this employment agreement including:

- hours of work
- salaries
- rosters
- annual leave
- public holidays
- sick leave
- bereavement leave
- parental leave
- health & safety
- any part of your working life

Contact your delegate or APEX

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Website	www.apex.org.nz



**Northland District Health Board
Waitemata District Health Board
Auckland District Health Board
Counties Manukau District Health Board
New Zealand Blood Service
Waikato District Health Board
Hawkes Bay District Health Board
Taranaki District Health Board
West Coast District Health Board
Canterbury District Health Board**

**MULTI EMPLOYER COLLECTIVE AGREEMENT
1 January 2021 – 30 May 2021**

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**DISTRICT HEALTH BOARDs
AND NZ BLOOD SERVICE**

**MULTI EMPLOYER COLLECTIVE
EMPLOYMENT AGREEMENT**

PART ONE – APPLICATION OF COLLECTIVE EMPLOYMENT AGREEMENT

1.0 PARTIES TO THIS COLLECTIVE AGREEMENT SHALL BE:

- Northland District Health Board (Herein after referred to as the “employer”)
- Waitemata District Health Board (Herein after referred to as the “employer”)
- Auckland District Health Board (Herein after referred to as the “employer”)
- Counties Manukau District Health Board (Herein after referred to as the “employer”)
- New Zealand Blood Service (Herein after referred to as the “employer”)
- Waikato District Health Board (Herein after referred to as the “employer”)
- Taranaki District Health Board (Herein after referred to as the “employer”)
- Hawkes Bay District Health Board (Herein after referred to as the “employer”)
- West Coast District Health Board (Herein after referred to as the “employer”)
- Canterbury District Health Board (Herein after referred to as the “employer”)

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

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 MECA 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 MECA applies by virtue of the operation of this sub clause shall be deemed covered by this agreement.

- 1.1 This collective agreement shall apply to allow employees who are employed or engaged to be employed to supervise or perform pathology tests and/or associated duties in the laboratory service including Information Technology (staff whose primary function is Information Technology support within the laboratory), after death care (mortuary) duties, 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
- Scientific Officer (Canterbury DHB medical laboratories only)
- Medical Laboratory Scientist

- Medical Laboratory Scientist (Provisional Registration)
- Intern Medical Laboratory Scientist
- Supervising Medical Laboratory Technician
- Medical Laboratory Technician
- Medical Laboratory Technician (Provisional Registration)
- Trainee Medical Laboratory Technician
- Medical Laboratory Assistant
- Charge Phlebotomist.
- Phlebotomist
- Student
- Supervising Medical Laboratory Technician (Mortuary)
- Medical Laboratory Technician (Mortuary)
- Medical Laboratory Technician (Mortuary) (Provisional Registration)
- Medical Laboratory Pre-analytical Technician
- Medical Laboratory Pre-analytical Technician (Provisional Registration)
- Trainee Medical Laboratory Pre-analytical Technician

Excluding one (1) Laboratory Manager per DHB party and Area Managers, Registered and Enrolled Nurses at NZ Blood Service.

1.2 SUBSEQUENT PARTIES

- 1.2.1 A DHB or employer providing hospital-based services to a DHB who is not a party to this agreement may become a party provided:
- 1.2.1.1 The work of the employer's employees comes within the coverage clause of this agreement
- 1.2.1.2 The employer's employees are not bound by another collective agreement
- 1.2.1.3 The original parties to this collective agreement are notified in accordance with the provisions of Section 56A of the Employment Relations Act 2000
- 1.3.1.3 The original parties to this agreement agree to the inclusion of the new party.
- 1.2.2 Subsequent parties added as a result of this clause shall be recorded in Schedule C of this agreement.

2.0 INTERPRETATIONS

In this agreement, unless the context otherwise requires:

"Cadet" means an employee who whilst employed is concurrently undergoing a course of training leading to a qualification in medical laboratory technology that is recognised by the Medical Sciences Council as registerable, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

"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 Medical Sciences Council or equivalent, 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 laboratory scientist, but who is not required to be registered by the Medical Sciences Council.

"Medical Laboratory Scientist" means a person employed in medical laboratory work who has full registration, and holds a current annual practising certificate issued by the Medical Sciences Council, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

“Medical Laboratory Scientist (Provisional Registration)” means a person employed in medical laboratory work who has provisional registration and holds a current annual practising certificate issued by the Medical Sciences Council, and any employee substantially employed as one of the aforementioned but from time to time uses different titles..

"Medical Laboratory Technician" means a person who has full registration and holds a current annual practising certificate issued by the Medical Sciences Council and any employee substantially employed as one of the aforementioned but from time to time uses different titles.

“Medical Laboratory Technician (Provisional Registration)” means a person employed in medical laboratory work who has provisional registration and holds a current annual practising certificate issued by the Medical Sciences Council and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

“Medical Laboratory Technician (Mortuary)” means a person who is employed principally to work in a Mortuary and to assist a pathologist at autopsies and who has full registration and holds an annual practising certificate with the Medical Sciences Council. And any employee substantially employed as one of the aforementioned who may from time to time use different titles.

“Medical Laboratory Technician (Mortuary)(Provisional Registration)” means a person who is employed principally to work in a Mortuary and to assist a pathologist at autopsies and who has provisional registration and holds an annual practising certificate

with the Medical Sciences Council. And any employee substantially employed as one of the aforementioned who may from time to time use different titles.

“Medical Laboratory Pre-analytical Technician means a person employed in medical laboratory work who has full registration and holds a current annual practising certificate issued by the Medical Sciences Council. And any employee substantially employed as one of the aforementioned who may from time to time use different titles.

“Medical Laboratory Pre-analytical Technician (Provisional Registration)” means a person employed in medical laboratory work who has provisional registration and holds a current annual practising certificate issued by the Medical Sciences Council. And any employee substantially employed as one of the aforementioned who may from time to time use different titles.

“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 who has full registration and who holds a current annual practising certificate issued by the Medical Sciences Council, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

“Scientific Officer, Scientific Workers” see Schedule J.

“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 Technician” means a registered Medical Laboratory Technician filling an established position where they are required to

undertake the day to day supervision of a group of Medical Laboratory Technicians and/or 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 or engaged in 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 requires full registration by the Medical Sciences Council and who is studying towards provisional registration.

PART TWO - PROVISIONS RELATING TO HOURS OF WORK

3.0 HOURS OF WORK

Schedule B details those DHBs that have different arrangements around this provision.

Preamble

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 employee's 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 70% 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 show duties for a minimum 28-day period and be notified to those involved not less than 28 days prior to the commencement of the roster and 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.

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	7 Sept 18	6 -Apr 20
	16	96648	\$105246
	15	93270	\$101569
	14	89890	\$97892
	13	86511	\$94215
	12	83131	\$90536
	11	79753	\$86863
	10	76373	\$83183
	9	73331	\$79504
	8	70291	\$75099
	7	67250	\$71090
	6	64208	\$68334
	5	61008	\$65050
	4	58295	\$62059
	3	55461	\$59690
	2	52380	\$55573
	1	47413	\$50140

5.1.1 Progression

- (a) Step 1 applies to Medical Laboratory Scientists (Provisional Registration) Progression between steps 1 and 2 shall normally be after six months subject to achieving full registration as a Medical Laboratory Scientist with the Medical Sciences Council and the date of full registration will become their anniversary date for the purpose of progression through the automatic annual steps.
- (c) From 4 January 2021 progression between steps 2 - 8 inclusive shall be by automatic annual increment on each employee's commencement anniversary or such other anniversary as agreed between the parties.

Translation from 4 January 2021

Those employees who have spent 12 months or more on the previous automatic maximum step 7 shall translate to the new automatic maximum step 8. The translation shall reset their anniversary for future salary progression purposes to 4 January 2021.

Those employees with less than 12 months on step 7 shall progress to step 8 upon completion of 12 months service on step 7. They will retain their current anniversary date for salary progression purposes

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 for each employer that are set out in schedule D. Any comparable new position that is established shall be placed on the appropriate minimum step irrespective of position title.

5.1.3 Career Progression Criteria

Career Progression Criteria process as set out in Schedule F shall apply to all scientists on steps above the automatic maximum. In addition:

(a) From 4 January 2021 progression for Medical Laboratory Scientists from step 8 to step 9 shall be on merit; the criteria being that the scientist has been on the automatic maximum for a period of at least 2 years (although this may be waived by the employer in special cases) and has demonstrated their increased value to the organisation pursuant to the following criteria. NOTE: the criteria are indicative, and employees do not need to meet all the criteria to progress, but employees must progress where two or more criteria are met.

- a. Ability to back up a Technical Specialist or Section Head,
- b. Has a specific area of responsibility,
- c. Has particular skills in a part/all of a discipline,
- d. Has increased their competence/skills to cover another discipline.

(b) The career progression process may also apply to scientists in the automatic scale at the discretion of the employer.

Translation from 4 January 2021

Those employees who have spent 12 months or more on step 8 shall translate to step 9. The translation shall reset their anniversary for future salary progression purposes to 4 January 2021.

Those employees with less than 12 months on step 8 shall progress to step 9 upon completion of 12 months service on step 8. They will retain their current anniversary date for salary progression purposes.

5.2 **SUPERVISING MEDICAL LABORATORY TECHNICIAN/ SUPERVISING MEDICAL PRE-ANALYTICAL TECHNICIAN**

Step	7 Sept 18	6 Apr 20
3	60422	\$64102
2	58303	\$61854
1	56446	\$59883

5.2.1 Progression through the scale shall be dependent on merit, job content and value to the organization.

5.3 MEDICAL LABORATORY TECHNICIAN/ MEDICAL LABORATORY PRE-ANALYTICAL TECHNICIAN

	Step	7 Sept 18	6 Apr 20
	5	54068	\$59,690
	4	51816	\$55,573
	3	49565	\$53,514
	2	45057	\$49,400
	1	42805	\$46,105

5.3.1 A technician will be appointed to the technician scale upon full registration by the Medical Sciences Council.

5.3.2 Progression from step 1 through to step 3 shall be automatic annual increment.

5.3.3 Progression further through the scales is dependent on performance, skill shortage, job content, responsibilities and/or clinical expertise.

5.3.4 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 4 on the scale.

5.3.5 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.

5.3.6 In keeping with the parties' commitment to quality services the employer recognises the need for appropriate supervision.

5.3.7 The employer shall encourage Medical Laboratory Technicians to gain a registrable qualification. The employer undertakes to actively encourage technicians undertaking the bridging programme to become scientists. Employees participating in the programme shall be paid a minimum step 3 of scale.

5.4 LABORATORY ASSISTANT/TRAINEE MEDICAL LABORATORY TECHNICIAN/ TRAINEE MEDICAL LABORATORY PRE-ANALYTICAL TECHNICIAN/ MEDICAL LABORATORY TECHNICIAN (PROVISIONAL REGISTRATION) AND MEDICAL LABORATORY PRE-ANALYTICAL TECHNICIAN (PROVISIONAL REGISTRATION)

Step	7 Sept 18		Step	6 Apr 20	1 Apr 21
5	41568		4	\$49,400	\$49,400
4	40424		3	\$46,105	\$46,105
3	39013		2	\$42,812	\$42,812
2	37885		1	\$39,908	\$41,720
1	36594				

Progression from step 1 to 4 shall be by automatic annual increment on the anniversary of the employee's appointment.

5.4.1 Medical Laboratory Technician/Pre-Analytical Technician (Provisional Registration) will move to step 1 of the Medical Laboratory Technicians scale from the date that the employee obtains full registration with the Medical Sciences Council.

5.5 SUPERVISING MEDICAL LABORATORY TECHNICIAN (MORTUARY)

Notes:

1. This scale applies to all Medical Laboratory Technicians (Mortuary) who are responsible for the management of a mortuary and includes those who supervise staff and those who work in a sole charge position.
2. The Level 2 and 3 references in this scale and the Medical Laboratory Technician (Mortuary) scale relate to the definitions agreed with the Ministry of Justice relating to Mortuary Services and were current on 1 June 2015.

Step	7 Sept 18	6 Apr 20
3	69355	\$73579
2	66201	\$70233
1	63117	\$66961

5.5.1 Appointment and Progression

Step1 applies to Level 2 Mortuary

Step 2 and 3 apply to a Level 3 mortuary. Progression from Step 2 to 3 shall be by Automatic annual increment.

5.6 Medical Laboratory Technician (Mortuary) shall be paid a salary according to the following scale.

Step	7 Sept 18	6 Apr 20
8	63117	\$66741
7	60873	\$64371
6	58589	\$61956
5	56306	\$59542
4	54001	\$57106
3	50806	\$53725
2	48076	\$50840
1	45524	\$48140

5.6.1 Employees who meet the appropriate progression criteria below shall only progress 1 step per annum up to the appropriate level.
 Trainees/ Medical Laboratory Technician (Provisional Registration): Step 1 and 2. Progression shall be by automatic annual increment.

Medical Laboratory Technician (Mortuary): Steps 3 to Step 6. Appointment to Step 3 shall be upon registration with the Medical Sciences Council. Progression from Step 3 through

Step 5 shall be by automatic annual increment. Progression to Step 6 shall require assessment as being fully competent to perform all relevant competencies for a period of not less than two years on Step 5.

Step 7: An employee designated as Specialist Medical Laboratory Technician in a Level 2 mortuary following assessment as being able to perform all competencies relevant to a Level 2 mortuary.

Step 8: An employee designated as a Specialist Medical Laboratory Technician (Mortuary) in a Level 3 Mortuary following Assessment as being able to perform and also train others in all competencies relevant to a Level 3 mortuary.

5.6.2 An allowance of \$25.00 shall be paid to a medical laboratory employee (excluding mortuary technicians solely employed in the mortuary) each time they are required to assist in carrying out a post mortem.

5.7 RECOGNITION OF PREVIOUS SERVICE FOR SALARY PURPOSES ONLY

5.7.1 Medical Laboratory Assistants/Medical Laboratory Technicians

The employer shall credit previous service for salary purposes only for connected service (as defined below) for Medical Laboratory Assistants/Medical 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

5.7.2 Medical Laboratory Scientists

The employer shall credit previous service for salary purposes only for connected service (as defined below) for Medical Laboratory Scientists as follows:

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

5.7.3 "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, 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.

5.8 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.

5.9 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 EMPLOYMENT OF CADETS

Cadets who are employed to undertake duties as a medical laboratory assistant/medical laboratory technician on either a part time or casual basis will be paid the appropriate hourly rate according to the scale described in clause 5.2 and 5.3. Cadets employed in the role of a medical laboratory assistant/medical laboratory technician will be entitled to the same conditions of employment as other employees on a pro rata basis.

Cadets on placement cannot perform productive work unless they are employed.

NOTE: Instruction and limited demonstration of analytical techniques and performance of laboratory procedures/tasks under direct supervision does not constitute productive work.

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 midnight on the following Friday/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 midnight Friday/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 salary**:

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 the normal hourly rate of pay (T1) thereafter. For Auckland DHB, Waitemata DHB and NZBS Auckland see schedule B.

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 BREAK BETWEEN SPELLS OF DUTY

7.5.1 A break of at least nine consecutive hours must be provided whenever possible during the fifteen hours that immediately precede the start of a duty of a full shift or more. Employees who are called back between 2400 hours and 0500 hours must be provided with a break of nine continuous hours after the call back unless otherwise mutually agreed.

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 Authorised 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.
- (iii) Those employers currently paying in excess of this rate shall continue to do so and are listed in Schedule B.

7.7.2 Night rate is not to be paid when overtime is being worked or a penal rate/duty allowance is payable. In addition to the rates set out in 7.7.1 above, those DHBs 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.

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 \$8.00 (\$10.00 on public holidays) , per hour or part thereof

while on call. Those employers currently paying in excess of this rate shall continue to do so and are listed in Schedule B.

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.

8.1.3 The DHBs acknowledge that achieving a healthy work life balance is an important part of sustaining an individual's wellbeing. To support wellbeing, the DHBs commit to minimise afterhours calls to those who are not rostered on call, to situations of medical and or operational emergency. The DHB also expects that employees will take a reasonable approach and accept that mis dials may still occur.

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 34.0.

9.0 HIGHER DUTIES ALLOWANCE

- 9.1 A higher duties allowance shall be paid to an employee who, at the request of the employer is substantially performing the duties and carrying the responsibilities of a position or grade higher than the employees own.
- 9.2 Except as provided for under clause 9.3, the higher duties allowance payable shall be \$3.00 per hour provided a minimum of 8 consecutive hours of qualifying service is worked per day or shift.
- 9.3 Where an employee performs the duties of the higher position for more than five consecutive days, the allowance payable shall be the difference between the current salary of the employee acting in the higher position, and the minimum salary of 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. Those employers currently paying in excess of this rate shall continue to do so and are listed in Schedule B.

11.0 RETIRING GRATUITIES

Retiring gratuities shall apply as per the employees' collective agreement, which was in place immediately prior to this agreement. For DHBs and NZBS this is the agreement that was signed on 25 May 2004 with a term 1/10/03 to 31/03/06.

The employer parties retiring gratuities are recorded in Schedule G

PART FOUR - PROVISIONS RELATING TO LEAVE

12.0 PUBLIC HOLIDAYS

12.1 THE FOLLOWING DAYS SHALL BE OBSERVED AS PUBLIC HOLIDAYS:

New Year's Day 2 January	Sovereign's Birthday Labour Day
Waitangi Day Good Friday Easter Monday ANZAC Day	Christmas Day Boxing Day Anniversary Day (as observed in the locality concerned)

Where Christmas Day, Boxing Day, New Year's Day, 2nd January, Waitangi Day or ANZAC Day (or any other day as prescribed by the Holidays Act) falls on a weekend and that day:

- is otherwise a working day for the Employee then the public holiday is treated as falling on the day it actually falls;
- is not otherwise a working day for the Employee and is a Saturday then that public holiday is treated as falling on the following Monday.
- is not otherwise a working day for the Employee and is a Sunday on which Boxing Day or 2nd January actually falls then that Boxing Day or 2nd of January is treated as falling on the following Tuesday.
- is not otherwise a working day for the Employee and is a Sunday on which Waitangi Day or ANZAC Day falls then that Waitangi Day or ANZAC Day is treated as falling on the following Monday.

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 salary, and is also to be granted a day's leave on pay at a later date convenient to the employer.

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 or Boxing 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 or Boxing Day when those holidays fall on a Saturday or a Sunday but is required to work on the days on which they are observed shall receive the public holiday penal payment and a day in lieu.

Any employee who is required to work on New Year's Day, 2nd of January, Christmas

Day or Boxing 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, other than Waitangi Day and ANZAC day, 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 day's 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.

12.4 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 five 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 five or more years' service annual leave will accrue at the rate of 25 days (5 weeks) from the employee's anniversary date.

Schedule B details those DHBs that have different arrangements around this provision.

13.2 CONDITIONS

The employer may decide, after consultation with the employee, when annual leave will

be taken. Approval of annual leave will not be unreasonably withheld. The responsibility to arrange cover for employees leave lies with the employer. It is not the responsibility of individual employees to find cover for their own leave.

- 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 sub clause shall be deemed to be a full-time course of study at a tertiary educational institute, during which the employee is able to take advantage of the mid-term holidays available to other full-time students of that institute. It shall not include leave to attend organised classes, lectures, block courses or examinations required for the attainment of essential basic qualifications.

13.2.8

Days of Absence (including Saturdays and Sundays)	Annual Leave Entitlement To be reduced by the number of working days shown below			
Days	Annual Leave Entitlement			
	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
46-70	2
21-45	1

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 at the relevant daily pay as prescribed in the Holidays Act 2003 and pursuant to Section 71 of that Act, for the first five days in each 12 month period. Thereafter they shall be paid at the normal rates of pay (T1 only).

14.1.2 On appointment with the employer, a full time employee shall be entitled to five working days sick leave on ordinary pay (i.e. T1 rate). 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 pursuant to the provisions of Section 68 of 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 have no entitlement to sick leave.
- 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 on payment at ordinary base rates (T1 only) as a charge against sick leave entitlement when the employee must take leave to attend to their spouse or partner or another person who depends on the employee for care who is sick or injured. This person would in most cases be the employee's child but may be another member of the employee's family.
- 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 Transportability of Sick Leave

The following applies only to employees employed in a position that requires registration under the Health Practitioners Competence Assurance act 2003 (HPCAA). From [date of ratification], an employee who ceases employment at one DHB/NZBS and commences employment at another DHB/NZBS may transfer to their new employment a maximum of up to 20 days (at their normal/ordinary rate of pay, T1) of their unused sick leave entitlement from their previous DHB/NZBS employment, provided that any break in service between finishing at their previous DHB/NZBS and commencing employment at the new DHB/NZBS is not more than one calendar month. Any unused sick leave entitlement that is transferred shall be in addition to the sick leave entitlement the employee will receive on commencement of employment with the new DHB/NZBS under clause 14.1.2, and shall not impact on their anniversary date for future sick leave entitlements.

14.6 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 Long service leave shall apply as per the employees' collective agreement, which was in place immediately prior to this agreement. For DHBs and NZBS this is the agreement signed 25 May 2004 for a term 1/10/03 to 31/3/06.

16.2 For all employees employed on or after 1 February 2011 (see also clause 16.6) and for all existing employees who do not have a long service leave entitlement under 16.1 above the following entitlement will apply.

16.3 Long service leave as follows shall be allocated to the employee, on the basis of the employee's FTE status at the time of taking the leave, and paid in accordance with the provisions of the Holidays Act 2003:

16.3.1 on the completion of ten (10) years of current continuous service (as defined below), two weeks of long service leave; and

- 16.3.2 on each subsequent five (5) years of current continuous service (as defined below), one week of long service leave.
- 16.4 For the purposes of clause 16.3, “current continuous service” means unbroken service with any DHB/NZBS employer starting from 1 December 2011. For the purpose of calculating current continuous service, time taken on leave without pay in excess of three months on any one occasion (except for Parental Leave) shall be excluded.
- 16.5 Long service leave must be taken in one period (except that an employee recalled from leave because of an emergency is entitled to resume leave after the emergency) and at a time mutually convenient to the employer and employee within 5 years of allocation.
- 16.6 Employees who have an entitlement under 16.1 may apply to their employer by to have the new entitlement replace their existing entitlement. Any entitlement shall, less any long service leave already allocated to the employee, be calculated from the same date as the employees’ entitlement under clause 16.1 commenced from. Once the employee has been allocated an entitlement in terms of clause 16.2 they no longer have an entitlement under clause 16.1.
- 16.7 Except that employees transferring between DHBs/NZBS with current continuous services, i.e. unbroken service with any NZBS/DHB employers (excluding time taken on leave without pay in excess of three months on any one occasion (except for Parental Leave) shall be entitled to elect either the provisions as per clause 16.1 or 16.2. When calculating the transferring employee’s entitlement under clause 16.2 all recognised service shall be taken into account. Any previous long service leave taken or paid out shall be deducted from the new entitlement.

17.0 PARENTAL LEAVE

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 and is to be read in conjunction with the Parental Leave and Employment Protection Act 1987 (referred to as the Act in this clause 17), provided that where this clause 16 is more favourable to the employee, the provisions of this agreement shall prevail. Employees should seek the advice of their manager, Human Resources or APEX in applying for parental leave. Advice on parental leave is also available from Employment New Zealand. Advice on parental leave payments is available from the Inland Revenue Department.

17.2 ENTITLEMENT AND ELIGIBILITY

Provided that the employee assumes or intends to assume the primary care as defined in the Act, or is the primary carer or partner of a primary carer, the entitlement to parental leave is:

- (a) in respect of every child born to them or their partner;
- (b) in respect of every child under six years of age, where the employee becomes a primary carer for the child;
- (c) where two or more children are born at the same time or where the employee becomes a primary carer for two or more children under six years of age within a one-month period, for the purposes of these provisions the employee's entitlement shall be the same as if there were only one child.

- 17.3 Parental leave of up to twelve months is to be granted to employees with at least one

year's service at the time of commencing leave.

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. 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

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. The parental leave may be taken in more than one continuous period, with the start and finish dates of each additional period, and any extension of parental leave past the anniversary date of the commencement of parental leave, to be agreed between the employer and the employee.

Pursuant to Part 3 (A) of the Act employees who are not entitled to primary carer leave may request a period of negotiated carer leave from their employment. Negotiated carer leave may enable the employee to receive parental leave payments from IRD if they meet the parental leave payment threshold test.

- 17.4 In cases of adoption of children of under six years of age, parental leave shall be granted in terms of 17.2 and 17.3 above, providing that fourteen days-notice is given before the employee intends to assume the responsibility for the care of the child. Evidence of an approved primary care placement shall be provided to the employer's satisfaction.
- 17.5 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 6 practitioner or midwife certifying the expected date of delivery. The provision may be waived where the employee becomes a primary carer for a child under the age of six or in circumstances outside the control of the employee.
- 17.6 The commencement of leave shall be in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.
- 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

- (a) 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:
- (i) at the equivalent salary, grading;
 - (ii) at the equivalent weekly hours of duty;
 - (iii) in the same location or other location within reasonable commuting distance; and
 - (iv) involving responsibilities broadly comparable to those experienced in the

previous position.

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

- 17.10 Where possible, the employer must hold the employee's position open or fill it temporarily until the employee's return from parental leave. However, in the event that the employee's position is a "key position", the employer may fill the position on a permanent basis if they meet the requirements set out in the Act

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 (a) 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(b)(i) 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(b)(i) 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(b)(i), 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(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 28 of this contract.

- 17.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 17.9(a) 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 starting parental leave, then the guaranteed proportion of full-time employment 8 after parental leave shall be the same as that immediately prior to such enforced reduction in hours.

- 17.13 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.

- 17.14 Employees on parental leave may from time to time and by agreement work occasional duties during the period of parental leave and this shall not affect the rights and obligations of either the employee or the employer under this clause.

17.15 PAID PARENTAL LEAVE

Where an employee takes parental leave under this clause, meets the eligibility criteria in 17.2 (i.e. they assume or intend to assume the primary care of the child), and is in

receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full-time) for a period of up to 14 weeks.

Employees who negotiate carer leave under Part 3 (A) of the Act are not eligible for the Parental Leave payment under Clause 17.15.

These payments shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata if appropriate) applicable to the employee for the six weeks immediately prior to commencement of parental leave. From 1 June 2017 an employee who takes a period of paid leave (e.g. annual leave) at the start of his or her parental leave may elect to start his or her parental leave payment period on the day after the date on which that period of paid leave ends, even if it is later than the child's arrival or due date.

These payments shall only be made in respect of the period for which the employee is on parental leave and in receipt of the statutory payment if this is less than 14 weeks.

Where 17.3(c) applies and both partners are employed by the DHB, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

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 NZMLWU to attend courses authorised by the Ministry 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 PROTECTIVE CLOTHING

22.1 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.

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

22.3 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.

23.0 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.

24.0 CONTINUING PROFESSIONAL DEVELOPMENT

24.1 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.

24.2 To assist employees in updating and enhancing their skills, subject to prior approval, the employer will meet the cost of professional development.

24.3 Each employer shall commit each financial year (commencing in the 16/17 financial years) a minimum sum of \$600 per registered and employed at 1 July of the financial year to which the pool applies or the amount provided for in schedule B, whichever is greater. The total amount shall form a pool of funding for meeting approved professional development costs incurred by employees, including the registration costs of the programme referred to in 24.1 above.

Note: For clarity, the \$600 per registered employee is a mechanism for determining the size of the CPD pool and does not specify a dollar amount per individual in any year.

CPD Fund Administration

24.4 The allocation of Continuing Professional Development funds will be agreed prospectively wherever practicable and will be based on the principles of transparency, fairness and consistency.

24.5 The parties acknowledge that the monitoring and administration of the continuing professional development pool fund is of mutual interest. The pool fund will be available for APEX members only and will be administered by the laboratory service in each respective DHB and NZBS by a committee of equal numbers between APEX and the employer in a manner agreed by both parties. This agreement shall be confirmed in writing.

The CPD committee shall maintain a standard reporting record that includes:

- Number of applications for access to CPD pool funding
- Number of successful applications
- The amount of CPD pool funding for each application
- Reason for any declined applications

The reporting record shall be made available to APEX within six weeks after the end of the relevant financial year.

24.6 The parties want professional development that is a shared responsibility, delivers mutual benefit, is valued as work time and maintains and updates the professional competencies of staff in a planned and predictable way, acknowledging the employers limited resources. The parties shall develop an approach to CPD that is nationally and departmentally consistent, equitable and beyond a point gathering exercise, encompassing networking at CPD activities and web based e learning.

25.0 EMPLOYEE PARTICIPATION

25.1 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.

25.2 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.

- 25.2.1 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.
- 25.2.2 Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.
- 25.2.3 The amount of time off and facilities provided shall be sufficient to enable full consideration of the issues.
- 25.3 For the purposes of clauses 25.0 and 26.0, the recognised representative shall be the union advocate unless otherwise agreed.

25.4 **EMPLOYMENT PROTECTION PROVISIONS**

- 25.4.1 The intent of the following provisions is to meet the requirements of Part 6A, “Continuity of employment if employer’s business restructured” Section 69, subpart 2, of the Employment Relations Act 2000 (as amended by Employment Relations Amendment Act (No 2) 2004, and Schedule 1B, parts 19, 20 and 21 of the same Act. The definitions as contained in Subpart 2 of the Employment Relations Amendment Act (No 2) 2004 shall apply to this clause. These provisions shall only apply so long as a statutory obligation to include them in employment agreements remain in force.
- 25.4.2 The employer, before undertaking any restructuring, will identify any affected employees (as defined in section 69L (2), and quantify the full cost of their employment. This is for the purpose of advising the prospective employers of the cost of the affected employees’ employment by the new employer (as defined in section 69L (1)) should the new employer enter into a restructuring agreement with the employer and all affected employees choose to transfer to the new employer.
- 25.4.3 The employer will give written notice to all affected employees, and to NZMLWU, of the proposed restructuring, including the work being performed which is part or the whole of the employers’ business that the employer is negotiating for restructuring. The notice must be given prior to or at the same time as any request for proposal (or equivalent) is publicly notified.
- 25.4.4 The employer will give written notice to the new employer before any agreement as to the restructuring is entered into. The notice will include:
 - a. A copy of this Agreement.
 - b. The terms of clauses 19 and 20 of the code of good faith for public health sector, Schedule 1B to the Employment Relations Amendment Act (No 2) 2004, as required by paragraph 21 of the code.

- 25.4.5 Upon a restructuring agreement being entered into by the new employer with the employer, the employer shall notify the new employer with whom it has entered into the restructuring agreement (“the Contracted New Employer” or “CNE”) and each affected employee of the specific following employment details (relating to that affected employee) which shall be transferred to the CNE:
- a. Superannuation entitlements.
 - b. Long service entitlements.
 - c. Leave balances except annual leave that is required to be cashed up at the date of transfer.
 - d. Any conditions of employment enjoyed by the employee outside this agreement.
 - e. Provision for liability cover in the event of a future claim where the event arose during the employee’s employment with the employer.
- 25.4.6 The CNE shall provide offers of employment to the affected employees. The offer of employment must be on the same terms and conditions as applied to the employee immediately before the restructuring took effect.
- 25.4.7 The CNE shall give the affected employees the opportunity to meet with the CNE during the two weeks following the offer of employment being made to answer any questions the employee has and only for that purpose. The union shall be invited to attend all such meetings.
- 25.4.8 The employee shall be given a two week period from the date of receipt of the offer of employment to inform the CNE of whether they choose to transfer to the CNE (by accepting the offer of employment) or choose not to transfer to the CNE.
- 25.4.9 If any employee is unable to respond within the timeframe set out in clause 25.8 above, because they are away from the workplace or as a result of some other extenuating circumstance, the employee shall have until such time as is reasonable to respond. For example, should the employee be overseas on holiday, and then the time for response should be two weeks from their return from overseas.
- 25.4.10 Clause 26 shall apply to any employees who choose not to transfer to the CNE, except that the terms of clause 26.2.1 and the notice period in clause 26.3 shall be regarded as having been met, so that the employer shall not be required to pay compensation for redundancy to the employee as set out in clauses 26.11 and 26.12 of this agreement.

26.0 STAFF SURPLUS

- 26.1 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 26.5 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.

26.2 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:

26.2.1 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.

26.3 **NOTIFICATION**

The employer will advise the employee organisation at least one month prior to the date that notice is required to be given to the employee whose position is required to be discharged. Notification of a staffing surplus shall be advised to the affected employee. This date may be varied by agreement between the parties. During this period, the employer and the employee will meet to discuss the option most appropriate to the circumstances. Where employees are to be relocated, at least one 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).

26.4 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.

26.5 **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 26.12 will be applied as a package.

26.6 **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.

26.7 **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.

26.8 **REDEPLOYMENT**

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

26.8.1 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).

26.8.2 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.

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

26.9 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.

26.10 RETRAINING

26.10.1 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.

26.10.2 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.

26.11 ENHANCED EARLY RETIREMENT

26.11.1 Employees engaged 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 employer, with that DHB or contracted out hospital-Based Medical Laboratory and one or more other 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.

26.11.2 Employees engaged 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 the employer.

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

26.11.4 The provisions of clause 11.0 (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.

26.12 SEVERANCE

Payment will be made in accordance with the following:

26.12.1 For Employees engaged prior to 1.5.94 "Service" for the purposes of this subclause 26.12 means total aggregated service with the employing employer, with that employer 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.

- 26.12.2 For employees engaged on or after 1.5.94 "Service" for the purpose of this clause means current continuous service with the employer.
- 26.12.3 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
- 26.12.4 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
- 26.12.5 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
- 26.12.6 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.
- 26.12.7 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.
- 26.12.8 Employees with not less than eight years' service but less than ten years' service, shall be paid two weeks' basic salary (T1 rate only).
- 26.12.9 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).
- 26.12.10 Outstanding annual leave and long service leave may be separately cashed up.
- 26.12.11 **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.

26.13 **COUNSELLING**

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

27.0 **NOTICE**

- 27.1 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.

28.0 ABANDONMENT OF EMPLOYMENT

Where an employee absents him/herself from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer, and without good cause, he/she shall be deemed to have terminated his/her employment without notice.

PART SIX - OTHER PROVISIONS

29.0 DEDUCTION OF UNION FEES

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

30.0 STOPWORK MEETINGS

30.1 Subject to subsections 30.2 to 30.5, the employer shall allow every employee covered by this agreement to attend, on ordinary pay, at least two meetings (each of a maximum of two hours' duration) in each year (being the period beginning on the 1st day of January and ending on the following 31st day of December) with their representatives.

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

30.3 The representative shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any meeting, including, where appropriate, an arrangement for sufficient employees to remain available during the meeting to enable the employer's operation to continue.

30.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any employee for a period greater than two hours in respect of any meeting.

30.5 Only employees who actually attend a meeting shall be entitled to pay in respect of that meeting and to that end the representative shall supply the employer with a list of employees who attended and shall advise the employer of the time the meeting finished.

31.0 EMPLOYMENT RELATIONSHIP PROBLEMS

31.1 AN "EMPLOYMENT RELATIONSHIP PROBLEM" INCLUDES:

- i) A personal grievance
- ii) A dispute
- iii) Any other problem relating to or arising out of the employment relationship.

31.2 Where an Employment Relationship Problem arises the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:

- a) The employee will be provided the opportunity to be represented by their union or other such support person of their choosing at any time during the resolution process.
- b) If the matter is unresolved either party is entitled to seek mediation from 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.)

31.3 **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.

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

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

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

32.0 **INDEMNITY**

The employer shall ensure that it is insured in such a manner as to provide adequate professional indemnity insurance cover for employees including cover for the costs of independent legal representation in the event of claims or issues that affect an employee and the provision of adequate run-off cover for an employee for claims arising after an employee has ceased employment with the employer in respects of acts or omissions during employment.

33.0 **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.

34.0 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.

35.0 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

36.0 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.

37.0 VARIATIONS

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

38.0 PUBLIC HEALTH EMERGENCY (AND CIVIL DEFENCE) RESPONSE

38.1 The following provisions apply where there is a Public Health Emergency (PHE) declared by the Director-General of Health under the relevant legislation. These provisions shall also apply as applicable to civil defence emergencies declared under the relevant legislation.

38.2 The parties acknowledge that the public health system will likely be a critical part of the national/regional responses to a PHE.

38.3 If required as part of a response, the parties recognise the urgency of any response and the need for flexibility in how services are delivered, and accordingly temporary changes may be made to how work is organised without the need for a formal change management processes specified in the MECA. The DHB will engage in good faith with the union prior to progressing any PHE response.

38.4 The principles around any such changes are:

- a. Where available, Services will work with their staff including union delegates, to develop the most clinically appropriate staffing arrangements to keep patients and staff safe during a PHE
- b. These arrangements could include ways of working that are outside of the standard provisions of the MECA hours of work clauses provided that:

- i. The rostered ordinary weekly or fortnightly hours of work do not exceed the current maximums without the agreement of the affected employee(s)
- ii. No employee shall have their pay reduced while they are working such arrangements
- iii. Additional hours of work beyond those reflected in the salary category shall be remunerated in accordance with the relevant provisions of the MECA, and MECA penalties for minimum breaks, overtime, penal time etc will continue to operate
- iv. The alternate arrangements shall only continue in force for the period necessary and required by the DHB's PHE response, following which the pre PHE status quo will be reinstated
- v. The union shall be informed of any arrangements operating under this provision.

38.5 The parties recognise the potentially heightened focus on ensuring staff do not attend work when they themselves (or their dependents) may be unwell, or at a higher risk (e.g. underlying medical condition or pregnancy) during a PHE. To support this, the DHBs will take a permissive approach to access paid special leave.

38.5 Where staff are required to stay home when they are well, but required to isolate or quarantine, then they shall receive special leave pay which will not be recorded as sickness.

38.6 The parties commit to national oversight and engagement on the operation of this clause and other operational matters related to PHE responses, which may include provision of agreed national guide.

39.0 TERM OF AGREEMENT

This Agreement shall be deemed to have come into force on 1 January 2021 and shall continue in force until 31 May 2021.

Dated this 15th day of February 2021

Signed:

AUTHORISED Representatives of the Parties

.....
Ailsa Claire
Chief Executive Officer
Auckland DHB

.....
Keriana Brooking
Acting Chief Executive Officer
Hawkes Bay DHB

.....
Dr Kevin Snee
Chief Executive Officer
Waikato DHB

.....
Rosemary Clements
Chief Executive Officer
Taranaki DHB

.....
Peter Bramley
Chief Executive Officer
Canterbury DHB

.....
Peter Bramley
Chief Executive Officer
West Coast DHB

.....
Dr Nick Chamberlain
Chief Executive Officer
Northland DHB

.....
Samantha Cliffe
Chief Executive Officer
NZ Blood Services

.....
Dr Dale Bramley
Chief Executive Officer
Waitemata DHB

.....
Margie Apa
Chief Executive Officer
Counties Manukau DHB

DPowell

.....
Dr Deborah Powell
National Secretary
NZMLWU

SCHEDULE A – DESIRED FUTURE STATES

The parties are committed to the following desired future states:

Interest – Fit for future

Develop the Medical Laboratory Workforce as leaders to influence and shape the future of healthcare by:

- Wide engagement and collaboration to frame the direction for future medical laboratory and pathology services.
- Ensuring provisions that attract and retain employees, this workforce is trained and developed to make the most of changing technologies and changing clinical practice.
- Having an environment within which change can be achieved to match needs, with an informed, educated, sustainable and engaged medical laboratory workforce delivering mutually agreed outcomes.
- Recognising the value of medical laboratories in the patient journey including leadership in the interpreting personal health information by adopting a proactive approach.

Interest – The parties Engagement/Relationship

Both parties are committed to maintaining the engagement groups with an emphasis on continuing the work associated with their mutual interests with a focus on defined timeframes and success criteria and strengthening two way communication with robust feedback processes between the national and the local engagement groups.

Interest – Value of pay

The Medical Laboratory workforce is recognized and rewarded for the skills and knowledge they bring to the health service and their contribution to patient care now and in the future. That the value of laboratory services is accepted and acknowledged across the sector. That terms and conditions are sufficient to attract and retain high quality staff and that MECA provisions are applied consistently across workplaces.

Interest – Affordable solutions

Both parties recognise that decisions on funding and resource allocation:

- Need to be sustainable and balanced in the use of available resources and
- Recognise the importance in striving for quality, efficiency, safety and the need to balance increasing demands on the medical laboratory workforce with incentives
- Need to be sustainable and balanced in the use of available resources; and

- Recognise the importance in striving for quality, efficiency, safety and the need to balance increasing demands on the medical laboratory workforce with incentives that the workforce values.

Interest - Changing to suit clinical demand

Adequately resourced pathology service will be proactive, integrated, collaborative and responsive to the changing clinical demand based on valid shared information. In responding to the changing clinical demand the parties recognise the benefits of retaining and retraining medical laboratory staff.

Interest – Support for Training and development

CPD and training are recognised as an integral component in the effective delivery of quality pathology services, achieved with minimal disruption to WLB that adds value to both medical laboratory staff and the employer.

Interest – Fatigue and recovery

Employees are able to perform their work in a safe and healthy manner and can get to and from work and function safely. There is a shared responsibility between the employer and the employee to ensure good work life balance through collaboration and consultation to enable staff to be well rested and have adequate recovery time. That hours worked are safe taking account of an objective measure workload and further that the impacts of fatigue are also measured and addressed.

Interest Passing on

That the parties reach a clear, consistently applied agreement on “passing on” that acknowledges and recognises the relationship between them and that provides a fair and equitable recognition of the benefits gained through collective bargaining.

SCHEDULE B - DHB SPECIFIC PROVISIONS

Note: where there is an inconsistency between the provisions contained within this Schedule and the main body of the collective agreement, the provisions of this schedule shall prevail.

1.0 NORTHLAND DHB ONLY

1.1 OVERTIME

In respect of overtime worked from midnight Friday/Saturday to 1200 Saturday employees shall be paid at 90% of the normal hourly rate of pay in addition to the hourly rate paid.

1.2 DUTY ALLOWANCE

Allowance shall be paid at the following rates in addition to normal salary:
From midnight Friday/Saturday to 1200 Saturday the employee shall be paid at 90% of the normal hourly rate of pay in addition to the normal hourly rate paid.

1.3 NIGHT ALLOWANCE/NIGHT RATE EXCEPTION

Northland DHB shall continue to pay T0.6 night rate/allowance.

2. COUNTIES MANUKAU DHB ONLY

2.1 GRATUITIES

For employees at CMDHB employed prior to 1 July 1994, the employer shall grant a full gratuity to those employees resigning after not less than 10 years' service who are aged 55 years and over at the time of resignation. A full gratuity shall also be granted to those employees who have had not less than 10 years' service and who are resigning for reasons of ill health or incapacity to continue with the same type of work.

2.2 TRAINING

To assist employees in updating and enhancing their skills the employer will provide dedicated training funds for Medical Laboratory staff. The spending of these funds will be decided by a minimum of two representatives of management and two staff representatives who will be nominated annually by the staff, provided that equal numbers are maintained. The amount of funding available will be:

1.25% of the total labour budget for Medical Laboratory staff for the current financial year.

A report of expenditure and allocation shall be published annually. The report shall be issued to staff no later than six weeks after the end of the relevant financial year.

2.3 SOLE CHARGE

A Medical Laboratory Scientist who is rostered to work more than 50% or more of their rostered duties in a sole charge position in any department on a regular basis shall be paid no more less than step 5 of the Medical Laboratory Scientist scale, where that currently applies.

2.4 ON CALL FOR LABORATORY COMPUTER SYSTEM

Provided that when an employee is required to “log on” to the employer’s computer system, having left his/her place of employment, they shall be paid a minimum of 3 hours at the appropriate rate, on the same terms as set out in 8.2 above.

3.0 AUCKLAND DHB ONLY

3.1 TRAINING

To assist employees in updating and enhancing their skills the employer will provide dedicated training funds for Medical Laboratory staff. The spending of these funds will be decided by a minimum of two representatives of management and two staff representatives who will be nominated annually by the staff, provided that equal numbers are maintained. The amount of funding available will be:

1.25% of the total labour budget for Medical Laboratory staff for the current financial year.

A report of expenditure and allocation shall be published annually. The report shall be issued to staff no later than six weeks after the end of the relevant financial year.

3.2 ON CALL FOR LABORATORY COMPUTER SYSTEM

Provided that when an employee is required to “log on” to the employer’s computer system, having left his/her place of employment, on the same terms as set out in 8.2 above.

3.3 PENAL RATES

From Midnight Friday/Saturday to 0600 hours Saturday, those staff who work on shifts that span these hours shall be paid at T1 for all hours worked.

4.0 WAIKATO DHB ONLY

4.1 ANNUAL LEAVE FOR ON CALL

Employees who are regularly on call will accrue additional leave at the rate of 1 day’s leave for every 230 qualifying hours on call, up to a maximum of 5 days’ leave (1150 qualifying hours on call) per annum. The maximum combined entitlement under this provision and clause 13.7. Extra leave for shift employees is 5 days per annum.

4.2 MEAL ALLOWANCE

Waikato DHB shall pay \$11.14 meal allowance

5.0 WAITEMATA DHB ONLY

5.1 TRAINING

To assist employees in updating and enhancing their skills the employer will provide dedicated training funds for Medical Laboratory staff. The spending of these funds will be decided by a minimum of two representatives of management and two staff representatives who will be nominated annually by the staff, provided that equal numbers are maintained. The amount of funding available will be:

1.25% of the total labour budget for Medical Laboratory staff for the current financial year.

A report of expenditure and allocation shall be published annually. The report shall be issued to staff no later than six weeks after the end of the relevant financial year.

5.2 ON CALL FOR LABORATORY COMPUTER SYSTEM

Provided that when an employee is required to “log on” to the employer’s computer system, having left his/her place of employment, they shall be paid a minimum of 3 hours at the appropriate rate, on the same terms as set out in 8.2 above.

5.3 PENAL RATES

From Midnight Friday/Saturday to 0800 hours Saturday, those staff who work on shifts that span these hours shall be paid at T1 for all hours worked.

6.0 WEST COAST DHB

6.1 EXTRA LEAVE FOR ON CALL EMPLOYEES

An additional three (3) days leave will be available for employees who participate regularly in the on call roster. This leave shall not be accrued and shall be effective from an employee’s anniversary date of employment. Such leave shall be paid at the relevant employee’s ordinary hourly rate of pay (T1).

8.0 TARANAKI DHB

8.1 Taranaki DHB shall provide 21 days’ annual leave to employees with up to five years’ service.

8.2 ON CALL

If an employee is required to be on call it is expected they are to be able to report to the laboratory within 20 minutes. Accommodation will be provided at the employer’s expense if an employee who resides outside this range is required to be on call.

8.3 EXTRA LEAVE FOR ON CALL AND WEEKENDS

Additional annual leave of three days will be provided to employees participating in the shift weekend work roster or on call roster on a regular basis.

8.4 SICK LEAVE

Employees shall be entitled to 14 days’ sick leave per annum. The first 5 days shall be paid at the relevant daily pay and T1 thereafter.

8.5 RELIEVING /TRAINING PROVISIONS

Where an employee is required to perform relieving duties or work for the purposes of training, at a site which is greater than 20Kms of their usual place of work, the employer undertakes to meet reasonable travel, meal and accommodation costs. Receipts are required. All travelling time shall be counted as time worked.

8.6 NIGHT DUTY SHIFT ALLOWANCE

Employees who are rostered on a night duty shift shall receive an allowance of \$7 per shift paid as a meal allowance.

9.0 NZ BLOOD SERVICE

9.1 **NZBS Otago only** shall continue to pay a night rate of T0.5.

9.2 **NZBS Palmerston North Only**

9.2.1 SICK LEAVE

- (i) Sick leave will be counted only after a minimum of four hours' sick leave has been used (e.g. if three hours' sick leave is taken no deduction shall be made from the entitlement; if six consecutive hours' sick leave is taken then six hours will be deducted from the entitlement).
- (ii) Sick leave for part-time employees:
Part-time employees are entitled to the full sick leave entitlement (in days).

When they are absent due to sickness they are to be paid for the hours they would have worked.

Their sick leave balance shall be reduced by deducting the first working day lost, the last working day lost and all days in between.

9.3 **NZBS Auckland Only**

9.3.1 TRAINING

To assist employees in updating and enhancing their skills the employer will provide dedicated training funds for Medical Laboratory staff. The spending of these funds will be decided by a minimum of two representatives of management and two staff representatives who will be nominated annually by the staff, provided that equal numbers are maintained. The amount of funding available will be:

1.25% of the total labour budget for Medical Laboratory staff for the current financial year.

A report of expenditure and allocation shall be published annually. The report shall be issued to staff no later than six weeks after the end of the relevant financial year.

9.3.2 ON CALL FOR LABORATORY COMPUTER SYSTEM

Provided that when an employee is required to "log on" to the employer's computer system, having left his/her place of employment, they shall be paid a minimum of 3 hours at the appropriate rate, on the same terms as set out in 8.2 above.

9.3.3 PENAL RATES

From midnight Friday/ Saturday to 0800 hours Saturday, those staff who work on shifts that span these hours shall be paid at T1 for all hours worked.

9.4 **NZBS Waikato Only** shall pay \$11.14 meal allowance.

9.5 **NZBS Wellington Only**

9.5.1 SICK LEAVE

The parties to this agreement have committed to extend the trial within the NZBS of the "Wellness Policy" throughout the remainder of this agreement.

The trial will be jointly reviewed at 6 monthly intervals by the NZBS and the NZMLWU.

At any time during the trial, either the employer or the union on behalf of the majority

of those covered by the agreement may terminate the trial following discussion and an attempt to resolve the issue(s), which led to the decision by giving eight weeks notice in writing to the other party. In that event, the sick leave provisions and balances held by individuals which were frozen at the outset of the trial will be reinstated and the normal sick leave provisions will take effect.

If at the conclusion of the trial, the wellness concept is to continue, then a new clause incorporating the wellness policy will be introduced in substitution of the sick leave provisions.

NZBS Wellington have a different sick leave policy than that contained in the body of this document. The policy is called the Wellness Policy as set out in the following clauses

NOTE This clause applies instead of the provisions for special leave in the Holidays Act 2003.

The availability of sick leave in terms of this clause relies on mutual trust between the employer and employees and their colleagues, and the belief that, if ill, staff should be allowed to recover from any incapacity without fear of immediate termination of employment or loss of pay.

However, any employee who is found to be abusing this trust by taking time off for illness when not ill will be regarded as having committed serious misconduct and may be summarily dismissed.

During the first six (6) months of service an employee shall be entitled to ten (10) days' sick leave.

After completing six (6) months continuous service an employee if ill is able to take such time off work on pay as is necessary to recover from the illness and return to work.

An employee who is absent for reasons of ill health for a period of five days or more, or earlier if so required, shall supply a medical certificate to the Manager setting out the nature of the illness and the date by which the employee may be expected to return to work.

If the absence is long term in nature the employee shall be entitled to full ordinary pay for a further three (3) months and thereafter on half ordinary pay for a further three (3) months. Throughout the period of absence the employer shall make periodic checks on progress of recovery or rehabilitation. After three (3) months' absence where a medical certificate indicates that an employee is unlikely to return to normal work within a further three (3) months; redeployment will be considered or employment may be terminated.

The employer shall have the right to request the employee to visit a registered medical practitioner nominated by and at the expense of the employer at any time.

The parties to this agreement agree to review this sick leave policy twelve (12) months following its introduction.

Schedule C – Subsequent Parties

Schedule D – Application of minimum steps

The following minimum steps apply to the designations below or their equivalent* at the following laboratories:

Group 1

Head/Charge of Departments	Step 11
Technical Specialists	Step 10

Northland DHB (Whangarei), Hawkes Bay DHB (Hastings), Taranaki DHB (New Plymouth), West Coast DHB and NZBS

Group 2

Head/Charge of Department /Team Leader	Step 14
Section Head/Leader/PTA	Step 11
Technical Specialists	Step 10

Auckland DHB, Counties Manukau DHB (Middlemore), Waitemata DHB, Waikato DHB (Waikato) and Canterbury DHB (Canterbury Health Laboratories)

Canterbury have no heads of department at this time.

Group 3

Charge/Manager of Laboratory	Step 11
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Northland DHB (Kaitaia, Bay of Islands, Dargaville), , Counties Manukau DHB (Manukau Superclinic), Waikato DHB (Thames, Taumarunui, Te Kuiti, Tokoroa), Hawkes Bay DHB (Wairoa) Taranaki DHB (Hawera), Canterbury DHB (Ashburton).

- * At the time of writing for instance, Head/Charge of Department could also be called charge scientist, team leader or technical head.

SCHEDULE E

Training and Development

- 1) Develop draft terms of reference for the management of the training and development pool arrived at under clause 24.3 of the agreement.
- 2) Undertake a stocktake of current training and development opportunities and programmes attended by Medical Laboratory Scientists and Technicians, with an aim to identifying those that may have sector wide applicability.
- 3) Identify training and development opportunities that are appropriate and develop an approach to ensure that employees are skilled to meet the future needs of the service.

Career Progression Criteria

Purpose:

The project is to review the current Career Progression Criteria (including the review of process) set out in Schedule F of the agreement with a view to:

- 1) Ensure national consistency.
- 2) Consider whether the current merit criteria applying to steps in the Medical Laboratory Scientist and Medical Laboratory Technicians scales are appropriate and if not what changes may be needed;
- 3) Ensuring that the recommended criteria meet the current and future needs of the workforce, both scientists and technicians.

SCHEDULE F - CAREER PROGRESSION PROCESS

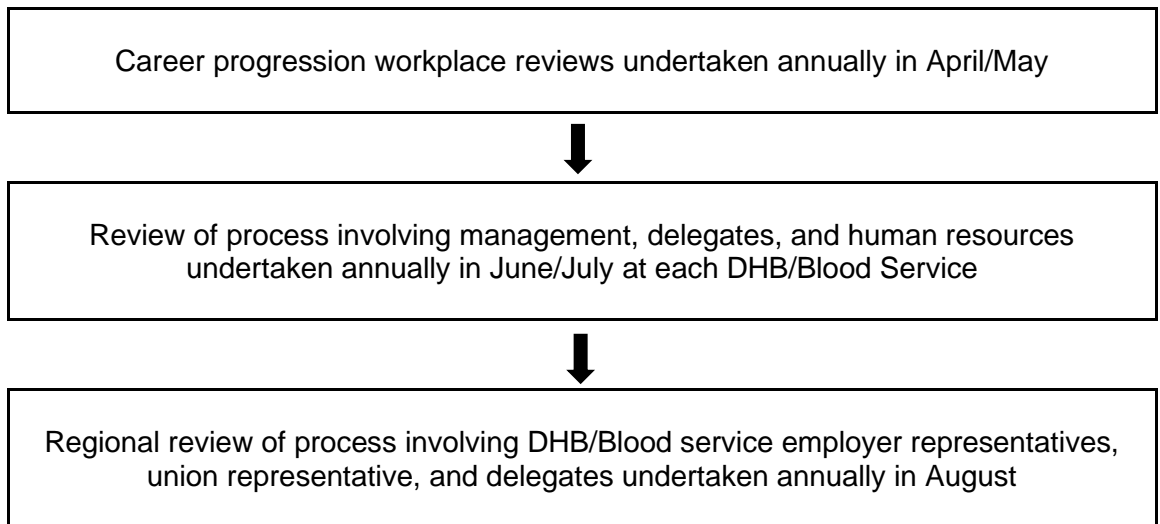
Note. Particular attention is drawn to Step 15 of the Career Progression Process below. This provision provides for the implementation of locally agreed Career Progression Criteria processes and/or criteria.

Terminology:

- Team Leader is called Technical Head at some DHBs
- Staff technologist is called Medical Laboratory Scientist at some DHBs
- Technical Expert is called Technical Specialist at some DHBs
- Section Head is called Section Leader at some DHBs

The sizing and scope of each role may differ across each DHB

Career Progression Timeline



CAREER PROGRESSION PROCESS

1. Publicise upcoming review. Done through team meetings and notices. Criteria are circulated through Section Heads, and displayed on notice boards.
2. Invite submissions. Application forms are made available either as hard copy or an electronic template. There is a probable need for some supporting information re completing the submission especially regarding keeping the case linked to the relevant criteria.
3. Set time frame for submissions. Minimum period of 2 weeks. The ideal is for a set time each year.
4. Submissions returned to Section Heads.
5. Submissions reviewed by Section Heads. If required the submission content may be clarified with the applicant.
6. Recommended extra step. Section Heads and department tem leaders review the other department staff in relation to the criteria to gain an overview to assist with information for the formal process.

7. Prepare Documentation for Meeting. Alphabetical tables for scientists. Include current step, anniversaries, columns for decision and comments. Copies of contract, previous progression information.
8. Review Meeting. All eligible staff are reviewed whether submissions received or not. Review team composition shall be agreed between the employees and management in each DHB.
9. Debriefing. At the end of the review meeting the team identify aspects that require modification or refining.
10. Decisions communicated to all staff. In the form of a letter given personally to the staff member. The letter includes reasons for the decision and details of the appeal process. Letters for those successful Include details on which the increase was based. Letters for those with no movement refer to applications and criteria, to clarify the reason for the decision.
11. The appeal process. Begins with submissions from those appealing.
12. The appeal committee reviews appeals. These can be in writing and/or in person. A support person may attend if desired.

The appeal committee should be composed of the Operations Manager, Human Resource Representative, the Section Head of the appellant's department and another Section Head as a minimum. It is preferable to reconvene the whole group. The addition of an employee representative should be considered. Results of appeals are notified as in 9.

13. Increases from the main process are activated as soon as practical to coincide with the beginning of a pay period, and applies from the review date
14. Increases from the appeal process are activated to coincide with the increase mentioned in Step 13 above.
15. Review criteria and process. The review group is comprised of the review team initially who circulate the criteria and suggestions for discussion and suggestion at team meetings or individually. They will especially review areas that caused problems and/or require clarification. Any alteration to either process or criteria as a result of the review are to be implemented locally as required.
16. Regional review. Regional review of process involving DHB/Blood service employer representatives, union representative and delegates undertaken.

PROGRESSION MEETING FLOW CHART

1. Select venue and date.
2. Gather all relevant data required for the meeting. This will include staff submissions, past progression documentation, Contract details, and Staff anniversaries. The Team leaders must have prepared a detailed list of the staff and which staff he or she has identified should be considered for a progression step.
3. An alphabetical list of these staff members is progressed through with the appropriate Section Head supporting either their considered claim for progression or the claim of the staff member is presented or both. Each staff member that is considered is benchmarked against others in a similar role both within their department and in other departments.
4. Once discussion has taken place a decision is made whether the staff member is to go up and by how much. In some cases if the decision is not that clear and perhaps early on in the proceeding then a note may be made to revisit this person at the completion of the scientists. During this process any anomalies or modifications required to the progression documentation are noted so that they can be implemented in the next version of the criteria.
5. Each staff member is discussed as above until the list is complete.
6. Any staff member that the committee was unsure about how to progress will now be reviewed.
7. The Human Resource representative retains a detailed master list of proposed changes.
8. Following completion of the meeting a full list of eligible staff and proposed step changes is prepared and passed on to the appropriate manager for final checking and sign off and then for HR/Payroll to action as appropriate

CAREER PROGRESSION - SCIENTISTS

A. Supervision of a Section/Management or a Department

- Department – e.g. Haematology, Histology, Blood Bank, Red Cell Serology, processing. This includes the managerial as well as the technical aspects of the position. These management tasks are detailed in the team leader job descriptions but include tasks such as : management review, education/development of all staff, regular meetings, budget control, stock control performance/staff reviews, planning and organisation strategies, manage projects, staff recruitment, appropriate delegation and staff development, external relations and customer service, quality of service.
- Managing resources to meet varying service requirements
- Supervision of a section – responsible for daily operations of the section. (where applicable to the relevant DHB/Blood service)

B. Specialist Area

- Responsibility – For daily operations. Ensuring workload is allocated to appropriate staff. Also has responsibility for advancing methods for approval to either senior Section Head or Team Leader as appropriate.
- Knowledge – Has the advanced theory and practical knowledge of the Specialist area.

C. Teaching

- Specialist – Has the skills to impart the specialist theory and work practices to staff.
- General Lab – Has sufficient general knowledge of Microbiology as an example to be able to up skill staff in the general methodologies.

D. Results Verification

- Has the skills and knowledge to responsibly verify results. In some departments the times in which the individual will be trained for this will vary.

E. Equipment Maintenance Advanced

- Has the knowledge, experience and training to handle the equipment, advanced maintenance and trouble shooting issues.

F. QA / QC

- Advanced Quality Assurance. The person who has the ability to co-ordinate quality assurance within department/area e.g. Biochemistry
- Authorised to investigate incident report forms and make recommendations

G. Safety

- Safety Responsibility – Responsibility for the safety of a department. _
- Safety Officer – Responsibilities for the Laboratory as the Health & Safety Representative. (Depending on the relevant DHB/Blood Service this could be the responsibility of the Team Leader or another team member)
- Note: ADHB staff have an allowance for the position of departmental H&S Officer.

H. Method Notes

- Has the experience, knowledge and ability to write method and/or procedural notes.

I (i). Senior on Shift

- Ability to be rostered as Senior onto the night shift.
- Or ability to do Technical call

OR

I (ii). Number of Departments / Areas

- Has the experience, knowledge and ability to be rostered across 2 or more departments/areas

J. Productivity

- Quality & quantity & time – To be reviewed by peers and Manager. Looking to reward most productive staff.
- Reviewing performance appraisals in the 360 review process (where applicable to the relevant DHB/Blood service)

K. Expert at Job

- Has expert knowledge and is able and willing to impart knowledge. Has sufficient experience and skills to be classified as an expert.

L. Proficiency / Competence

- Able to work without supervision. Only expected to refer to supervisor on occasions when exceptions to the norm occur.
- Knows all areas of routine job and is performing competently.

M. Evaluation

- Equipment – Ability to trial and evaluate new equipment and provide recommendation to Team Leader.
- Methodology – Ability to evaluate new methodologies and provide recommendation to Team Leader/Section head and sell concept to department.

N. Rostering

- Ability and knowledge to place right mix of skilled persons onto each shift.

O. Skill Advanced

- Equivalent non technical i.e. accreditation (Dept), computing (Dept)
- Computer skill specific to a department/ computer administrator.

P. Staff Recruitment

- (i) Responsible for the Selection and appointment of a candidate

Or

- (ii) Participation in recruitment process (where applicable)

Q. Performance Reviews

- (i) Responsibility for conducting annual performance reviews

Or

- (ii) Formal role in conducting performance reviews

R. Staff Development Skills

- Ability to identify where staff need to develop skills and arrange training/development to achieve this within budget constraints.

S. Budget Control

- Responsibility for operational budgets for individual departments/areas

T. Service Delivery

- Forward planning – Reviewing current procedures and processes with the emphasis on continuous improvement. Evaluating what the effect of a change of clinical practice or introduction of a new service i.e. Will have upon the daily operations and how the necessary changes to service delivery can be implemented.
- Daily – Ensuring current procedures and processes are adhered to.
- Customer focus

U. Laboratory-wide roles / Coordinators / Team Leaders (where applicable)

- Computer, QA, CSR, phlebotomy, health and safety, Clinical Trials. With the role detailed in the job description.

V. Scope of Section Head role

- Specialist – knowledge of a specific area or field.
- General knowledge within the department or lab.

- Technical work – 50% of time spent doing technical work.

W. Section Heads / Technical experts based on score table below (where applicable to the relevant DHB / Blood service)

X. Team leaders / Co-ordinators – Staff Management / Job content & Responsibility (where applicable to the relevant DHB / Blood service)

The following points tables are to be used to assign points to an individual so as to obtain an overall tally that will reflect the level on the progression scale (appendix 1).

Add up the points for each task (A to I for coordinators) (A to N for team leaders) and (A to I Section Heads/Technical experts/Second in Charge 2IC where applicable) then match to appropriate score level.

Points table for Team Leaders (where applicable)

A	Number of staff supervised	(<10) = 1	(10-15) = 2	(>15) = 3
B	Bench work component of daily work (not necessarily hands on but technical productive work)	(<25%) = 1	(25-29%) = 2	(30%) = 3
C	Responsible for sign out/authorisation of reports – i.e., technical staff responsible for the authorising or sign out. Often shared amongst senior staff within department. Technical staff responsible for sign out not pathologists.	(None) = 1	(Some) = 2	(Majority) = 3
D	Out of hours (24) service / 7 days (responsibility of staff covering 24 hours and 7 days a week), i.e. responsible for staffing over 7 days and/or 24 hours	(No) = 1	(7 days, not 24 hours) = 2	(24 hours 7 days) = 3
E	Specialist knowledge or expertise in the laboratory that contributes to performance of the laboratory as a whole. Use of knowledge on daily basis within a section, department or laboratory wide.	Limited = 1	Moderate = 2	Substantial = 3
Management Tasks – Team leaders only (any eight of the following where they apply, A, B & D compulsory)				
		Developing	Component	Expert
F	Staff Management – aware of staff problems, good staff development / education	1,2,3	4,5,6	7,8,9
G	Planning and organisation of strategies, innovative planning for the future in documented form	1,2,3	4,5,6	7,8,9
H	Managing projects – projects are identified, set in motion, progress monitored, project completed and follow up on what was learnt	1,2,3	4,5,6	7,8,9
I	Appropriate delegation – not over burdened, staff are grown as a result of appropriate delegation	1,2,3	4,5,6	7,8,9

J	Financial and resource management – budget is monitored and discrepancies explained and passed on to financial advisers. Appropriate resources available in the department, both staff and instruments. Good/appropriate staff recruitment	1,2,3	4,5,6	7,8,9
K	Delivery of service – forward planning of service, QA & KPI's monitored and reported and discrepancies noted and action taken. Customers surveyed for appropriateness of testing.	1,2,3	4,5,6	7,8,9
L	Change Management & Innovation – Leads change processes to ensure structures, technology & system improvements, support effective service delivery and innovative practices within team.	1,2,3	4,5,6	7,8,9
M	Leadership and Strategic thinking – demonstrates influencing, recognition and buy-in skills both in the immediate and wider environment to achieve employee commitment which supports superior growth/development	1,2,3	4,5,6	7,8,9
N	Lab-wide role, Health and Safety, Clinical Trials, Quality	1,2,3	4,5,6	7,8,9

Points tally representing appropriate level on scale (see appendix 1)

Team Leaders only (where applicable)

(Technical task tally)

Step 10 = 5 and 6

Step 11 = 7 and 8

Step 12 = 9 - 13

Step 13 = 14 and 15

(Management tally)

Step 10 = <32

Step 11 = 32 - 39

Step 12 = 40 - 68

Step 13 = >68

The technical task tally is the over-riding tally but if the management tally does not match then the lesser level will prevail. If the management tally is, however, higher than the technical task tally, some negotiation may be necessary.

Points table for Coordinators – Evaluation Sheet

Developing Component Expert

A	Management component of job – completing reviews, ensuring on going education, staff development	1,2,3	4,5,6	7,8,9
B	Active participation in laboratory projects and planning	1,2,3	4,5,6	7,8,9
C	Specialist knowledge or expertise in the laboratory that contributes to performance of the laboratory as a whole. Use of knowledge on daily basis within a section, department or lab wide	1,2,3	4,5,6	7,8,9
D	Staff management :- Aware of staff problems, good staff development/ education	1,2,3	4,5,6	7,8,9

E	Appropriate delegation – not over burdened, staff are grown as a result of appropriate delegation	1,2,3	4,5,6	7,8,9
F	Service improvement, growth and complexity	1,2,3	4,5,6	7,8,9
G	No of staff supervised, i.e. CSR/phlebotomy, section, department	(>10) = 1	(10-15) = 2	(>15) = 3
H	% of co-ordinator role	>20% = 1	21-39% = 2	>40% = 3
I	Direct involvement with staff covering 24 hours and 7 days a week	(no) = 1	(7 days not 24 hrs) = 2	(24 hrs 7 days) = 3

Co-ordinators only

Step 10 = up to 39

Step 11 = >40

NB must also fit criteria in U,V,X

Progression of / Technical experts / Section in Charge (2IC WDHB)

A	No of years in position	<2 = 1	2 = 2	>3 = 3
B	Number of other staff in section on a daily basis	<or = 1 = 1	2 = 2	>2 = 3
C	Range and scope of tests in section	Small = 1 (<5)	Medium = 2 (>5, <10)	Large = 3 (>10)
D	Volume of tests	Small = 1	Medium = 2	Large = 3
E	Number of staff in department (not section)	<5 = 1	<10>15 = 2	>15 = 3
		Developing	Component	Expert
F	Expert in field with limited backup	1,2,3	4,5,6	7,8,9
G	Initiative within section/department	1,2,3	4,5,6	7,8,9
H	Appropriate delegation – not over burdened, staff are grown as a result of appropriate delegation	1,2,3	4,5,6	7,8,9
I	Service improvement, growth and complexity	1,2,3	4,5,6	7,8,9

Step 8 = 31 – 39

Step 9 = >39

SCIENTISTS' PROGRESSION CHART

* 1 6 et c	A Supervision		B Specialist Area		C Teaching		D Results	E Equipment	F QA	G Safety		H Method	I SNR	J Productivity	K Expert at Job	L Proficiency at compet.	M Evaluation	N Rostering
	Dept	Section	Res p.	Knowl.	Specialist	General	Verification	Maint. Adv	Areas	Officer	Responsibility	Notes	Shift					
	✓ *	✓ *	✓	✓	✓		✓		✓		✓ *	✓		✓ *	✓	✓ *		
	✓ *	✓ *	✓	✓	✓		✓		✓		✓ *	✓		✓ *	✓	✓ *		
	✓ *	✓ *	✓	✓	✓		✓	✓	✓ *		✓ *	✓	✓	✓ *	✓	✓ *		✓
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	✓ *	✓ *	✓	✓	✓		✓	✓	✓ *		✓ *	✓	✓	✓ *	✓	✓ *		✓
	✓ *	✓ *	✓	✓	✓		✓	✓	✓ *		✓ *	✓	✓	✓ *	✓	✓ *		✓
	✓ *	✓ *	✓	✓	✓		✓	✓	✓ *		✓ *	✓	✓	✓ *	✓	✓ *		✓
	✓ *	✓ *	✓	✓	✓		✓	✓	✓ *		✓ *	✓	✓	✓ *	✓	✓ *		✓

(i) For Laboratories with total staff of 250 plus, 50% of the scientist criteria need to be achieved before advancement

(ii) For Laboratories with total staff fewer than 250, 80% of the scientists criteria need to be achieved before advancement

(iii) a hit rate of 80% of tasks is required on any particular level to be deemed to be satisfactory (some factors however are deemed to be compulsory i.e. those marked with a *)

SCHEDULE G – RETIRING GRATUITIES

ADHB, CMDHB, Waitemata DHB and NZBS (Auckland region) - Auckland Region Lab Workers MECA 05.07.02 – 30.09.03

- 1.0 The employer shall at WDHB, and may at ADHB, CMDHB and NZBS, pay a retiring gratuity to staff retiring from the DHB or Blood Service who have had no less than 10 years' service with the employing DHB or Blood Service, with the DHB and one or more other DHBs, HHSs, CHEs, Hospital Boards, Area Health Boards and with one or more of the following services: Health Service, Health Department, university teaching, non-teaching service within universities, MAF, NZCDC, DSIR.
- 1.1 For employees employed after 30 September 1992, only service with Hospital Boards and Area Health Boards and CHEs and HHSs and DHBs and Blood Services shall apply.
- 1.2 For employees engaged after 5 May 1994 at ADHB and 1 July 1994 at CMDHB, WDHB and NZBS, only continuous service with the current employer shall apply.
- 1.3 For the purposes of establishing eligibility for a gratuity, total Board/CHE/Blood Service 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.
- 1.4 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.
- 1.5 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 agreement has been made or who is in a de facto relationship.
- 1.6 The employer may, in exceptional circumstances, consider approving the payment of half or all of the normal entitlement to those employees who leave the service of their employer after 10 years service with that employer. Such exceptional circumstances may include sickness or retirement on medical grounds but would not usually include resignation to take up other employment. This shall apply at ADHB, WDHB and NZBS.
- 1.7 For employees at CMDHB employed prior to 1 July 1994, the employer shall grant a full gratuity to those employees resigning after not less than 10 years' service who are aged 55 years and over at the time of resignation. A full gratuity shall also be granted to those employees who have had not less than 10 years' service and who are resigning for reasons of ill health or incapacity to continue with the same type of work.
- 1.8 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.
- 1.9 For the purposes of calculating the amount of gratuity, which a DHB may pay, the rate of pay on retirement shall be the basic rates of salary or wages.

- 2.0 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.

SCALE OF MAXIMUM GRATUITIES	
Period of Total Service	Maximum Gratuity
Not less than 10 years and less than 11 years	22.5 days' pay
Not less than 11 years and less than 12 years	25 days' pay
Not less than 12 years and less than 13 years	28 days' pay
Not less than 13 years and less than 14 years	31 days' pay
Not less than 14 years and less than 15 years	33.5 days' pay
Not less than 15 years and less than 16 years	36.5 days' pay
Not less than 16 years and less than 17 years	39.5 days' pay
Not less than 17 years and less than 18 years	42.5 days' pay
Not less than 18 years and less than 19 years	45 days' pay
Not less than 19 years and less than 20 years	48 days' pay
Not less than 20 years and less than 21 years	51 days' pay
Not less than 21 years and less than 22 years	53.5 days' pay
Not less than 22 years and less than 23 years	56.5 days' pay
Not less than 23 years and less than 24 years	59.5 days' pay
Not less than 24 years and less than 25 years	62.5 days' pay
Not less than 25 years and less than 26 years	66 days' pay
Not less than 26 years and less than 27 years	70 days' pay
Not less than 27 years and less than 28 years	74.5 days' pay
Not less than 28 years and less than 29 years	78.5 days' pay
Not less than 29 years and less than 30 years	83 days' pay
Not less than 30 years and less than 31 years	88 days' pay
Not less than 31 years and less than 32 years	92.5 days' pay
Not less than 32 years and less than 33 years	96.5 days' pay
Not less than 33 years and less than 34 years	101 days' pay
Not less than 34 years and less than 35 years	105 days' pay
Not less than 35 years and less than 36 years	109.5 days' pay
Not less than 36 years and less than 37 years	113.5 days' pay
Not less than 37 years and less than 38 years	118 days' pay
Not less than 38 years and less than 39 years	122.5 days' pay
Not less than 39 years and less than 40 years	126.5 days' pay
Not less than 40 years	131 days' pay

Note - These are working rather than consecutive days.

Northland DHB - Northland DHB Lab Workers CEA 01.05.01 – 30.04.03

2.1 The Employer may pay a retiring gratuity to staff retiring from Northland DHB who have had no less than 10 years' service with the employer, with that Employer and one or more other Area Health boards/CHE's/HHS's/DHB's/Diagnostic Laboratory Ltd and with one or more of the following services: Health Service, Health Department, University Teaching, Non-teaching service with Universities.

NOTE : Where in a predecessor contract to this Collective agreement, provision was made for any additional prior service to be counted in determining an employee's leave entitlement, that provision will continue to apply only to those employees employed by the Employer immediately prior to the commencement date of this agreement.

2.2 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.

2.3 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.

2.4 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.

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

2.6 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.

2.7 For the purposes of calculating the amount of gratuity which the Employer may pay, the rate of pay on retirement used in the calculation shall be the employee's salary.

2.8 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.

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.

Waikato DHB - Waikato DHB Lab Workers CEA 12.03.01- 31.12.02

NOTE: This clause shall not apply to employees employed after 1 August 1992.

- 3.0 The employer may pay a retiring gratuity to staff retiring from the company, with the express intention of retirement from the paid workforce, and who have had no less than 10 years' service with the employing company, with that company and one or more other District Health Board (or their predecessors) and with one or more of the following services: Health Service, Health Department, university teaching, Non-teaching service within universities, MAF, NZCDC, DSIR.
- 3.1 For the purposes of establishing eligibility for a gratuity, total company 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.
- 3.2 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.
- 3.3 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.

- 3.4 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.
- 3.5 For the purposes of calculating the amount of gratuity that the employer may pay the rate of pay on retirement shall be the basic rates of salary or wages plus adult allowance and dependants allowance.
- 3.6 An employee who is granted leave without pay and who remains in the service of the company, will, on retirement, have such leave aggregated with other service for gratuity purposes.

Note: The parties agree that it may be necessary to vary this clause during the term of the Collective Agreement to comply with the changes to the Human Rights Act 1993.

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.

NZBS - NZBS Christchurch Lab Employees CEA 01.03.01 - 01.03.02, and NZBS Palmerston North Lab Employees CEA 05.01.02 - 31.01.04

Note: This clause shall only apply to those employees employed at Palmerston North Company prior to 1 December 1994, Canterbury prior to 1 January 1993

- 4.1 The Employer may pay a retiring gratuity to staff retiring from the Company who have had no less than 10 years' service with the employer, with that Employer and one or more other Hospital and Health Services/Crown Health Enterprises/Hospitals/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.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 An employee who is granted leave without pay and who remains in the service of the Company, will, on retirement, have such leave aggregated with other service for gratuity purposes.

SCALE OF ALLOWANCES	
Period of Total Service	Maximum Allowance
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.

Westcoast DHB

- 5.0 An employer shall pay a retiring gratuity to staff retiring from an employer who have had no less than 10 years' service with the employing company. For those employees employed after 8 May 1995, service shall be defined as all periods of employment in the NZ Health Service, work, teaching in the tertiary education sector where such relates to laboratory work or in the NZESR. For those employees employed by the company before 8 May 1995 service shall be defined as service with the employing company and one or more other companies and with one or more of the following services: Health Service, Health Department, University Teaching, Non-teaching service with Universities, MAF, NZCDC, DSIR.
- 5.1 For the purposes of establishing eligibility for a gratuity, total company 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.
- 5.2 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.
- 5.3 Gratuities shall 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 agreement has been made or who is in a de facto relationship.

- 5.4 An Employer shall also grant half the normal entitlement to those employees resigning after not less than 10 years' service to take up other employment.
- 5.5 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.
- 5.6 For the purposes of calculating the amount of gratuity, which an employer may pay, the rate of pay on retirement shall be the basic rates of salary or wages plus adult allowance and dependents allowance.
- 5.7 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.

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.

6.0 Canterbury DHB

The provisions of Clause 19 of the Canterbury Health Limited Laboratory Employees' Collective Employment Contract which expired on 13 April 1995 shall apply in conjunction with Canterbury District Health Board's policy on criteria for granting of gratuities for the following employees:

- Grant Moore Section Head
- Stewart Smith Staff Technologist
- Deborah Willis Staff Technologist
- Peter Daniels Laboratory Technologist
- Elizabeth McDermott Staff Medical Laboratory Technologist
- Patricia Scarf Laboratory Technologist
- Susan Sherman Staff Technologist

- 6.1 The employer may at pay a retiring gratuity to staff retiring from the DHB who have had no less than 10 years' service with the DHB, with the DHB and one or more of the following services: the Public Service or any university in New Zealand. Provided that for employees engaged after 1 January 1993, only service with Hospital / Area Health Boards / Crown Health Enterprises shall be recognised.
- 6.2 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
- 6.3 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.
- 6.4 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 agreement has been made or who is in a de facto relationship.
- 6.5 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.
- 6.6 For the purposes of calculating the amount of gratuity, which a DHB may pay, the rate of pay on retirement shall be the basic rates of salary or wages.
- 6.7 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.

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.

SCHEDULE H – ON CALL FOR LABORATORY COMPUTER SYSTEM

DHBs have expressed their concerns about the potential cost of the introduction of the On-Call provisions for Northland DHB and Waikato DHB given the uncertainty about the extent of current practice. The parties agree to run a Pilot of the provision from 30 June 2020 until 31 December 2020. The parties will meet after 31 January 2021 (but no later than 30 June 2021) to review the information on the frequency and number of laboratory computer system on-call claims and consider the future operation of this pilot mechanism. This review may result in a proposed variation to the MECA.

SCHEDULE I – CALL BACKS RESOLVED BY TELEPHONE

DHBs have expressed their concerns about the potential cost of the introduction of the Telephone On-Call provisions given the uncertainty about the extent of current practice. The parties agree to run a Pilot of the provision from 30 June 2020 until 31 December 2020, with a cap on the maximum expenditure on Telephone On-Call of \$10,000. The Pilot will cease on the earlier of 31 January 2021 or when total DHB expenditure on the payment reaches \$10,000. The parties will meet after 31 January 2021 (but no later than 30 June 2021) to review the information on the frequency and number of telephone on-call claims and consider the future operation of this pilot mechanism. This review may result in a proposed variation to the MECA.

SCHEDULE J – CANTERBURY DHB SCIENTIFIC OFFICERS

The following provisions apply to Hospital Scientific Officers employed by Canterbury DHB in Medical Laboratories in lieu of their equivalent provision in the body of this collective agreement.

2.0 DEFINITIONS

"Scientific Officer" means, an Employee with a university post-graduate qualification who is appointed to a designated scientific officer position determined by the employer which principally involves "scientific work" and must be registered by the NZMSC.

"Scientific Work" means research, advisory, teaching and/or development or specialist scientific duties of such a scientific nature as to require the possession and utilisation of a post-graduate university degree in order that they may be properly performed.

5.0 SALARIES AND WAGES

The following salaries are for full-time employees. Employee's working less than full-time shall be paid on a pro-rata basis.

5.1 Hospital Scientific Officers

	4 April 2018	17 April 2020
16	\$111,711	\$115,062
15	\$108,698	\$111,959
14	\$105,819	\$108,994
13	\$102,805	\$105,889
12	\$100,035	\$103,036
11	\$96,542	\$99,438
10	\$93,046	\$95,837
9	\$89,553	\$92,240
8	\$86,055	\$88,637
7	\$82,561	\$85,038
6	\$79,064	\$81,436
5	\$75,569	\$77,836
4	\$72,072	\$74,234
3	\$68,227	\$70,274
2	\$65,583	\$67,550
1	\$62,430	\$64,303

New Employees shall be paid based on skills, knowledge and experience required by the organisation. The minimum step for an employee with a PhD shall be Step 2.

5.2 Progression

5.2.1 Progression through the scale from step 1 to step 4 shall be by way of automatic annual increment.

5.2.2 Additional Step

- a) Progression from the top automatic salary step to the additional progression step is dependent on the achievement of mutually agreed objectives, which are set prospectively when the employee reaches the top automatic salary step. This would normally occur in conjunction with the employee's annual performance review.
- b) The employee will write to the team leader/ manager requesting a meeting to set objectives. If the manager and the employee cannot agree on the objectives the employee may consult with APEX. If there is still no agreement the manager will set the objectives. This objective setting process is to be completed in three months of the employee requesting the meeting. This must be agreed with General Manager and Clinical Leader of the service to ensure consistency and fairness.
- c) Progression will not be denied where the employer has failed to engage in the objective setting process and/ or the assessment of whether the objectives have been achieved. The assessment shall commence 12 months after the objectives have been set with any movement arising from this assessment being back dated to 12 months from the date the employee wrote to his/her team leader/ manager under b) above.
- d) Progression occurs not earlier than the anniversary date of the employee's movement to the top automatic step.

Progression to the additional progression step is not available to employees who are below the top automatic salary step.

5.2.3 Progression to Step 6 and beyond i.e. above automatic steps

The Employer shall conduct an annual performance review and shall determine the salary that is to be paid to an Employee, taking into consideration the recommendation of the person to whom the employee directly reports on a day-to-day basis and any other supporting documentation supplied by the Employee or representations made by or on behalf of the Employee but subject to the approval of the appropriate divisional General Manager. The Employee shall be given the opportunity to provide information to the person to whom the employee directly reports on a day-to-day basis, to be provided to the divisional General Manager before she/he decides as to whether to approve the recommendation. The determination of salary shall take into consideration:

- (a) Employee Qualifications i.e. whether the employee has a PhD;
- (b) Job content;
- (c) Complexity;
- (d) Employee performance;
- (e) Benchmarking with external and internal positions that involve similar duties;
- (f) Level of expertise and contribution to the Employer's business considering the following criteria–
 - (i) International expert

- (a) International expert/reference in a defined specialist field with publications of international standard; and
 - (b) Site expert in a highly complex scientific field that has a high impact on clinical service delivery. Regular publications of international standard.
- (ii) National Expert
- (a) National expert/reference in a defined specialist field with many publications of international standard; and
 - (b) Site expert in a complex scientific field that has a high impact on clinical service delivery.
- (iii) Local Expert
- (a) Local expert in a specialist scientific field with regular publications; and
 - (b) Provides a specialist scientific service to the hospital from a department - a local source of expert knowledge.
- (g) Level of responsibility considering the following criteria:

Level one Management Skills

- (a) Manages (planning, leading, organising or controlling) several disciplines, services or units which require a level of scientific expertise. Manages many scientific and technical staff.
- (b) Site expert/reference in a specialist scientific field.
- (c) Determines service policies at a site management level.

Level two Management Skill

- (a) Manages, (planning, leading, organising or controlling) a single discipline, service or unit which requires a level of scientific expertise,
- (b) A site expert/reference in a specialist scientific field.
- (c) Advises on policy.

Level three Management Skills

Confined to laboratory scientific management.

Movement within the range may consider one or more of the following criteria:

- (a) Change in nature of the position or position description/statement of accountability as approved by the GM.
- (b) Development of the position by personal merits by exceeding expected outcomes. This would include scientific output measures, quality assurance measures, reference

- measures, quantity measure, service measures or management, planning and policy measures.
- (c) Accrual of additional speciality skills and expertise or relevant professional qualifications.
 - (d) Implementation of measurable efficiency gain
 - (e) Generation of revenue by 'spin off' applications.
 - (f) Considering recruitment/retention and parity as well as relativity with other health professionals.
 - (g) Taking into account the judgement and recommendation of the controlling officer.
 - (h) Taking into account the recommendations of the performance appraisal.

Annual Performance Reviews

Performance reviews shall be conducted on an individual basis at least once throughout each calendar year. Any Employee who has not had her/his review completed (with the person to whom she/he directly reports on a day-to-day basis) by 30 September in each calendar year shall advise that person in order to make mutually convenient arrangements for the review to be completed before the end of the calendar year. Wherever possible the Employee shall be advised in writing of the outcome of the performance review within one month of the review taking place.

- 5.3 **Specific Conditions** – the Employer recognises its responsibilities to provide adequate resources for its scientific staff to have their research and development work reviewed by peers at recognised scientific forums on a regular basis. To achieve this the Employer shall on an annual basis (during performance appraisals) discuss and plan with each scientific officer their requirements for training and attendance to seminar and conferences and agree how this can be scheduled.
- 5.4 Hospital Scientific Officers on full-time study leave with or without pay shall continue to receive annual increments to which they would otherwise be entitled.
- 5.5 Hospital Scientific Officers will commence within these scales as determined by the Employer according to their qualifications, experience, responsibilities and the size and nature of the job as determined by the position description for the position held.
- 5.6 Any salary review based on a position description shall ensure that the position description is reviewed annually to recognise the size, nature, and experience required for and associated with the position in the upcoming 12 months.

6.0 OVERTIME, PENAL RATES AND DUTY ALLOWANCES

6.1 Definitions

- 6.1.1 For calculation purposes, the normal hourly rate shall be one two thousand and eighty sixth (2,086) part, correct to three decimal places of a dollar, of the yearly rate of salary payable.
- 6.1.2 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.

6.2 Overtime

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

- 6.2.1 In respect of overtime worked on any day, the employee shall be paid at the rate of 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
- 6.2.2 Overtime worked from 2200 until 0600 from Sunday to Friday, or from midnight Friday to midnight Sunday/Monday, or on a public holiday shall be calculated at double the ordinary rate (T2).

6.3 Penal rates

Subject to clause 6.4 penal time shall be paid at the following rates **in addition to normal salary**:

- 6.3.1 From midnight Friday/Saturday to midnight Sunday/Monday at half the normal hourly rate of pay (T0.5).
- 6.4 Overtime and penal time shall not be paid in respect of the same hours.
- 6.5 Eligibility restricted for Employees on Step 12 and above.
- 6.5.1 For employees on step 12 and above, overtime and penal rates will only apply as outlined in 6.5.1 (a) and (b) below:

- a) Penal - Payment of weekend and night 'penal' rates shall be payable where employees are required to work shifts and rosters or have approval to work weekends or nights on a regular basis in order to fulfil the requirements of the job description.
- b) Overtime shall be payable only in the following circumstances:
- (i) Where the appropriate manager is satisfied that the additional time worked is necessary because of an emergency or other special circumstances; and
 - (ii) Where the salary does not already incorporate a payment for overtime/penal time hours.

Equivalent time off for work performed outside normal hours may be granted in lieu of overtime by agreement between the employee and the manager concerned.

10.2 Employees Required to Work on Public Holidays

10.2.1 A rostered employee required to work on a public holiday as part of the normal roster (i.e. not as overtime) shall be paid at half the normal hourly rate of pay in addition to normal salary and is also to be granted an alternative holiday on pay later convenient to the Employer.

14.0 LONG SERVICE LEAVE

14.1 An employee shall be entitled to long service leave of one week upon completion of a five year period of current continuous service. Current continuous service shall be deemed to include prior continuous service with another DHB. Such entitlement may be accrued. Any service period that relates to a period of long service leave that has already been taken or paid out shall not count as service for the purposes of this entitlement.

14.2 Long Service Leave will be paid for each week of leave on the same basis as annual leave in accordance with the Holidays Act 2003. This will be based on the employees FTE status at the time of taking the leave. Wherever practicable long service leave is to be taken in periods of not less than a week.

14.3 For the purposes of 14.1 current continuous service shall be recognised from 17 July 2009 unless the employee had a previous provision.

14.4 For employees with a previous scheme, the following shall apply. The employee shall accrue the entitlement in accordance with clause 14.1 above, with their service being deemed to commence, for the purpose of this calculation, on the date service was previously deemed to commence under the previous scheme. Any long service leave actually taken, shall be deducted from that entitlement and the residue shall become the remaining entitlement. That shall be added to any further accrual, with the leave being taken in accordance with clause 14.2 above.

14.5 Leave without pay in excess of three months taken on any one occasion will not be included in the 5-year qualifying period, with the exception of Parental Leave.

14.6 The employer shall pay out any long service leave to which the employee has become entitled but has not taken upon cessation of employment.

14.7 In the event of the death of an employee who was eligible for long service leave but has not taken the leave, any monies due will be paid to the deceased estate.

20 PROFESSIONAL DEVELOPMENT

20.1 The Employer acknowledges the benefit of continuing education to the Employer and to the individual Employee. The Employer shall grant Employees appropriate leave per annum. This includes but is not limited to:

- a. Conference Leave
- b. Other visits
- c. Specialist Courses
- d. Professional Development Leave

20.2 The Employer shall reimburse actual and reasonable expenses as approved by the Employer.

- 20.3 Employees shall be reimbursed (on presentation of official receipts) the membership fee of no more than two professional associations per annum if the membership is directly relevant to the employee's duties. Where appropriate, the employer will consider approving additional professional association fees on request from the employee.
- 20.4 Employees may apply for Sabbatical Leave for a period of three months after every 7 years continuous service with the employer. All Sabbatical Leave is granted on unpaid leave. The written application to apply for Sabbatical Leave should be accompanied by the proposed work to be undertaken. Such application shall be considered on a case-by-case basis and granted at the discretion of the employer.

22.0 REFUND OF ANNUAL PRACTISING CERTIFICATE

- 22.1 Where a Hospital Scientific Officer 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.

APPENDIX ONE

The following provision shall continue to apply to those Employees who were entitled as at 30 June 2008 under previous contractual arrangements to such a provision. They take the place of any arrangements previously held on payroll files.

For those Employees previously covered by the Allied Health Professionals Employment Contract

Severance Provisions (if these ever apply); in accordance with Clause 24.11 of the Hospital Scientific Officers Collective Agreement, the provisions of Clause 27.4 of the Allied Health Professionals Employment Contract, which expired on the 30th of June 1994, shall apply in lieu of Clause 24.8 of the Scientific Officers Collective Agreement.

Redeployment (if these ever apply); as an alternative to the lump sum payment of Clause 24.7.3 of the Scientific Officers Collective Agreement, the Employee may choose to receive an ongoing equalisation allowance for 2 years equivalent to the difference between the previous base salary and the new base salary, which is abated by any salary increase.

Managing Fatigue and Best Rostering

Plain Language Advice

May 2015

Introduction

Rostering directly impacts on the health and safety of employees, and through them the productivity and quality of outcomes for patients. Following on from our Best Rostering Workshop, agreed best practice principles and subsequent advice, we have been asked to provide some “plain language” advice on the matter to assist with the implementation of rosters that not only provide for safe and healthy rosters, but in compliance with MECA and Health and Safety legislative requirements.

It is an employer’s health and safety obligation to ensure harm is identified and eliminated or minimised. Where harm is identified but unable to be eliminated, management of that risk is imperative; it must be monitored and reassessed at appropriate intervals. Opportunities that arise to minimise or eliminate harm must be taken. It not acceptable identify a risk that cannot be eliminated (such as having to provide a 24/7 service), but take no action to minimise the risk.

It is also important to note that financial considerations do not trump health and safety concerns. The revision of the Health and Safety legislation raises the imperative to eliminate risk and /or manage risk by imposing higher penalties in the event of failure. Recent and pending prosecutions by Work Safe are reinforcing the point that employee safety is not an optional extra but a core function of any business. If a risk is identified and not minimised or eliminated (on the basis of cost for instance), the employer may be exposed to legislative remedies should that risk result in harm to the employee. None of us of course want to get to that point: in health our core business is to care for each other with a goal of health and wellness at the centre of everything we do.

Employees also have a responsibility to ensure they act in an appropriate manner. Being provided with adequate breaks but spending them in a night club rather than resting (for instance), would not be acceptable behaviour. Employees must take health and safety seriously and use the provisions made to ensure best practice for that purpose: for instance ensuring home sleeping arrangements provide for best possible daytime sleep after nights (turn cell phone off, dark curtains, etc.).

Harm from rostering comes in the form of physiological e.g. the impact of fatigue and failure to gain sufficient recuperative and recovery time for an employee to be kept safe (from crashing when driving home for example). There are also health risk associated with shift work such as higher risk of insulin resistance and cardiovascular disease. So when taking a pragmatic approach to what is best for people and how to manage the risks inherent in a 24/7 service, where do we start?

The MECA states as a preamble to the hours of work clause

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 employee’s 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.

“All practical steps” would include providing a roster that ensures adequate rest and recuperation between rostered duties, be they on call or on duty as well as periods of work itself. The preamble goes on to reinforce this by noting the need to monitor on call arrangements, call outs and the impacts these have on fitness to return to work. The 9 hour break between a call back and a return to work for instance is well recognised as required to ensure people have had sufficient a break. If someone was on rostered shift until 0300hrs, we would not expect them to return to work at 0800, so why do we expect them to do so when they have been at work as a result of a call back till 0300hrs?

The preamble makes it clear that rest, not payment is the mechanism to manage the risk insufficient break periods have to employee health and safety.

Length of Shift

The guidelines provide “Length of shift should be no longer than 8 hours”. Human beings function efficiently to a maximum of 5 hours; rest breaks and meal periods extend the working day to 8, however longer than that and people physically start to “wilt”. So does working longer than 8 hours constitute a risk and if so how much of one? Is 9 hours for instance such a risk as to be too unsafe? No, of course it isn’t: the irregular reasonable use of overtime is accepted practice but if overtime starts to become excessive then health and safety issues will arise.

On-call and Calls after 2400

On call is effectively overtime. It is worked in excess of 8 hour a day or 40 hours a week; so what amount of on call or call back is reasonable? The guidelines note that “On call should be considered as on duty when considering the impact of fatigue.” This reminds us that being on call does have an impact; it is “on top of” our normal day.

On call impacts are not only about when a call back might fall but how long someone is working when rostered on call. If on call at the end of the day and at work at midnight for instance, then an individual is likely to have been awake anywhere up to 18 hours. Research has shown that at 18 hours awake, someone is performing at the same level as too drunk to drive, so is it safe for them to get in a car at 2400hrs and drive home? One way to manage this risk is to provide a taxi to get home and if necessary back to their car the next day. If this level of work is more frequent, time to think of a pm shift.

And if called again after 2400, we need to be more aware of managing the risks that are clearly present, not only at the time of that 0300hrs call back but afterwards as people need time to repay any sleep debt they have accumulated.

Recuperation requirements are reflected in this regard in the statement that “Any calls after 2400 require a 9 hour break after the call.” If someone is up in the middle of the night then their sleep is disrupted and they should have the opportunity to repay that accumulated sleep debt by sleeping. To not get that rest means that the employee will be tired and if having to work the following day, even more so as the day goes on.

People also sleep less well when on call, even when not called out. Most will report “waiting for the phone to ring” indicative of less deep sleep (and therefore less restorative) when on call as compared to normal sleep patterns. This means we need to remember how many consecutive days people are rostered.

Max 5/7 days worked in a row

Those rosters that cover an entire weekend require even deeper consideration and monitoring as to health and safety risk. First the guidelines provide for a “Max 5/7 days worked in a row”. This reflects MECA which provides for (usually) 2 consecutive days off a week because in a 7 day cycle, 48 hour break is necessary to ensure recuperative time for an individual: so what of the work we do over and above the 5 days of the week. Again are a few hours on Saturday or maybe Sunday high risk: no, we would be awake anyway, just at work rather than taking personal (and therefore better recuperative) time (also see unsocial hours below). But what if up into the evening or more critically overnight. If this occurs we are presented with compounding impacts; more than 5 days worked, more than 8 hours in a day and anywhere up to potentially 12 days in a row. If employees working the weekend are up all day and into the evening, and being expected to undertake on call overnight, then yes this increasingly presents an unreasonable risk.

No More than 1:4 consecutive days on-call

And there is also the issue of “how often”? We are balancing physiological risk with recuperative time as well as high frequency resulting in potentially compounding impacts. The guidelines state “No more than 1:4 consecutive days’ on-call”. 1:4 refers to within any 4 consecutive weekends only one should be worked. For a safety perspective we are ensuring adequate time between rostered duties; if for instance someone worked the next two weekends but then had 6 consecutive weekends off, risk arises out of being rostered effectively 19 days without a break is significant. Even if a weekend on - weekend off - weekend on scenario, we are looking at 12 days rostered, 2 off, 12 rostered. Losing 2 consecutive days off, should not happen more than once a month hence the 1:4 consecutive provisions when applied in this scenario. However the same applies if rostered on call week day nights. Again if thought of from a health and safety perspective, on call and potentially called out overnight might be manageable once, but not if a repeat a second night. Time to recover is the operative goal here.

Recovery time and frequency of shifts

Two final provisions that reflect the realities of circadian rhythm as well as genuine recuperative time are:

- Recovery time no less than 24 hours (between shift changes):
- Frequency of unsocial shifts restricted to 1:5 rotation

Circadian rhythm means forward rotation of shift changes are best (i.e. days to afternoons, to nights back to days) and between those shift changes a 24 break allows for recovery as well as adaptation. The unsocial shifts are largely those that fall outside Monday to Friday during “normal” hours. In order to maintain wellness, we need quality personal time. Whilst this means different things to different people, family time is an obvious example. The value society places on this part of our lives is further reinforced by a number of provisions in NZ including flexible working arrangement legislation. Family or not, we all need personal time to maintain wellness which in turn has a material impact on our capability when at work.

Finally, and quite specifically: nights. These duties pose obvious risk; hence some focus above on rosters that have people up at night. Doing nights in addition to ordinary hours such as on call rosters tend to require is a double whammy from a health and safety perspective, but regular rostered night shifts also pose risks. They are a required part of 24/7 services in many instance so how do we manage this risk. The evidence on effects of night shifts is considerable including how many “sleeps” are required to recover after periods on nights. First remember we need to consider time awake, not simply at work when fatigue is the issue.

As a rule of thumb no more than 4 consecutive nights of shifts should be worked as sleep debt accumulation critically impacts on performance at this point. Night shifts should not exceed 8 hours for similar reasons. However if on night shift and sleep some of the night, then less debt is accumulated and long night shifts or 5-6 consecutive shifts may be possible. And yes, people should consider napping at night; it reduces sleep debt and as long as the sleep wake period is taken into account 30-40 minute nap can give a significant alertness boost to people on nights.

Three sleeps following 4 night shifts is evidenced as being required to reliably repay sleep debt, and 2 sleeps after 2 consecutive night shifts. After 3 night shifts the evidence is less definitive and would depend on whether some sleep is achieved during those night shifts for instance. It might for instance be better to have 3 nights where napping is possible and therefore only require two days off to recover, depending of course on intensity or work and napping facilities.

What “else” does APEX do?

- We negotiate Medical Laboratory **collective agreements** for members in both the **public and private sectors**. And of course, we enforce those agreements ensuring our members do get their rightful entitlements.
- We give members **employment advice** generally. This includes around your employment rights under legislation and at common law as well as your collective agreements, pay and in relation to any disputes that could arise.
- We provide advice, support and action with respect to **health and safety**. This includes psychological risks (e.g. bullying), physiological risks (e.g. fatigue) and physical risks (e.g. temperature in workplaces. hazardous substances, lifting etc)
- We support over **300 delegates** in workplaces around NZ, providing them with training and access to professional advice whenever they need it. Our delegates are immediately available to you in the workplace and are a critical link between members and the professional advocates and staff employed by APEX.
- We produce **Journals and newsletters** to keep you up to date with what is happening within your world, the wider Allied Scientific and Technical Health Practitioners space and whole of health and industrial environments.
- APEX **monitors legislation and other policy drivers** to ensure you know what might be happening that could affect you, and to ensure you have the opportunity to have a say, if you wish.
- We provide a public face to the **media** not just in relation to industrial matters but also health policy, health and safety issues and so that we can promote the invaluable work you perform.
- We provide access to **indemnity insurance**.
- We maintain the provision of **Facebook and Website** facilities to keep us all in touch and provide ready access to information and resources.

And much more. For further information check out our website www.apex.org.nz or [join us on Facebook](#).



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