



APEX & MEDLAB CENTRAL LIMITED

COLLECTIVE EMPLOYMENT AGREEMENT

1 DECEMBER 2020 TO 30 NOVEMBER 2023

CONTENTS

Clause	Page
PART ONE – APPLICATION OF COLLECTIVE EMPLOYMENT AGREEMENT	2
1.0 PARTIES	2
2.0 INTERPRETATIONS.....	3
PART TWO - PROVISIONS RELATING TO HOURS OF WORK & Availability	5
3.0 HOURS OF WORK	5
4.0 MEAL PERIODS AND REST BREAKS	6
PART THREE - RATES OF REMUNERATION	7
5.0 SALARIES AND WAGES.....	7
6.0 REIMBURSEMENTS	10
7.0 OVERTIME, PENAL RATES AND DUTY ALLOWANCES	11
8.0 ON CALL/ ON CALL ALLOWANCE	12
9.0 HIGHER DUTIES ALLOWANCE	13
10.0 MEAL ALLOWANCE	13
PART FOUR - PROVISIONS RELATING TO LEAVE.....	14
12.0 PUBLIC HOLIDAYS.....	14
13.0 ANNUAL LEAVE.....	15
14.0 SICK LEAVE	16
15.0 BEREAVEMENT/TANGIHANGA LEAVE	18
16.0 LONG SERVICE LEAVE	18
17.0 PARENTAL LEAVE	19
18.0 REAPPOINTMENT AFTER ABSENCE DUE TO CHILDCARE	19
19.0 JURY SERVICE AND WITNESS LEAVE	19
20.0 UNION REPRESENTATIVE'S EDUCATION LEAVE.....	19
21.0 EMPLOYEE RELEASE	20
PART FIVE - TERMS OF EMPLOYMENT	20
22.0 HEALTH AND SAFETY	20
23.0 PROTECTIVE CLOTHING	21
24.0 REFUND OF ANNUAL PRACTISING CERTIFICATE	21
25.0 RECERTIFICATION	21
26.0 EMPLOYEE PARTICIPATION	22
27.0 STAFF SURPLUS	23
28.0 NOTICE	26
29.0 ABANDONMENT OF EMPLOYMENT	26
PART SIX - OTHER PROVISIONS	27
30.0 DEDUCTION OF UNION FEES	27
31.0 STOPWORK MEETINGS.....	27
32.0 EMPLOYMENT RELATIONSHIP PROBLEMS.....	27
33.0 INDEMNITY	28
34.0 TEMPORARY OR FIXED TERM AGREEMENTS	28
35.0 USE OF PRIVATE VEHICLE ON EMPLOYER BUSINESS.....	29
36.0 UNIFORMS.....	29
37.0 TRANSFER EXPENSES.....	29
38.0 PROFESSIONAL DEVELOPMENT	29
39.0 SAVINGS CLAUSE	29
40.0 VARIATIONS	29
41.0 INTENT OF THE PARTIES	30
42.0 TERM OF AGREEMENT.....	30
Schedule A.....	31
Schedule B.....	32

COLLECTIVE EMPLOYMENT AGREEMENT

PART ONE – APPLICATION OF COLLECTIVE EMPLOYMENT AGREEMENT

1.0 PARTIES

Medlab Central Limited (Herein after referred to as the “employer”)

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

- 1.1 The parties agree that any new employee, whose work is covered by this agreement and who is engaged by the employer between the date this collective agreement is ratified by the union and the expiry date shall be offered in writing the opportunity for this CEA to apply to them. The new employee shall from the date of becoming a union member, be entitled to all the benefits, and be bound by all the obligations, under this collective agreement.
- 1.2 Any new employee engaged whose work comes within the coverage of this Agreement, will be provided with the MBIE ‘Active Choice’ Form within the employees’ first ten days of employment and the employer will return the form to the applicable Union(s) unless the Employee objects.
- 1.3 This collective agreement shall apply to employees who are members of the union and are employed or engaged to be employed to supervise or perform pathology tests and/or associated duties in the laboratory service, the collection of specimens, specimen reception and related clerical work, and any employee substantially employed as one of the aforementioned but whom may from time to time use different titles including but not restricted to the following designations:
- Charge Medical Laboratory Scientist
 - Senior Medical Laboratory Scientist
 - Medical Laboratory Scientist
 - 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
 - Qualified Technical Assistant
 - Medical Laboratory Assistant
 - Charge Phlebotomist
 - Phlebotomist
 - Medical Laboratory Pre-analytical Technician
 - Medical Laboratory Pre-analytical Technician (Provisional Registration)
 - Trainee Medical Laboratory Pre-analytical Technician
 - Administrator/receptionist
 - Courier driver
 - Student

Coverage does not apply to pathologists, pathology registrars, the IT manager, the - Laboratory Managers, and any administrators whose primary role is dealing with accounts and payroll.

2.0 INTERPRETATIONS

In this agreement, unless the context otherwise requires:

“Casual employee” means an employee who has no set hours or days of work and who is normally asked to work as and when required.

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

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

“District Health Board” (DHB) means an organisation established as a District Health Board under Section 15 of the NZ Public Health and Disability Act 2000.

"Full time employee" means an employee who works not less than the "ordinary" or "normal" hours set out under "hours of work" in this agreement.

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

“Laboratory 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/Administrator" 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 and includes administrators, receptionists and courier drivers.

"Medical Laboratory Scientist" means a person employed in medical laboratory work who is registered with, and holds a current practising licence issued by the Medical Laboratory Science Board, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

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

“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 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 such as Administration or Specimen Reception.

“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.

“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 5.4.

(ii) **For Annual leave purposes:** any individual employee’s service previously recognised at the commencement date of this Agreement.

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

"Supervising Medical Laboratory Technician" means a person filling an established position where they are required to undertake the day to day supervision of a group of Medical Laboratory Scientists, technicians and/or 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” means a person who is appointed to lead a designated technical area of the laboratory, e.g.: automation, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

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

“Clinical Scientist” means a person employed in a position for which the employer requires and the employee is recognised as being trained and competent in more than one clinical department

PART TWO - PROVISIONS RELATING TO HOURS OF WORK & AVAILABILITY

3.0 HOURS OF WORK

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

- 3.1 Unless as provided for in 3.1.1, 3.1.2 or 3.1.3, ordinary hours of work shall be 40 per week and not more than eight hours per day with two consecutive days off. Each daily duty shall be continuous except for meal periods and rest breaks. Provided, however, that in emergency circumstances, the Employer may require an employee to work at other times and for periods other than those specified.
- 3.1.1 Alternatively, ordinary weekly hours of work shall be 80 per fortnight and not more than 8 hours per day with four days off in every 14. No more than 6 consecutive days shall be worked without 1 day off and the other three days off shall be consecutive. Each daily duty shall be continuous except for meal periods and rest breaks.
- 3.1.2 Alternatively, ordinary weekly hours of work shall be 80 per fortnight and not more than 8 hours per day with 4 days off in any 14 day period. The days off shall consist of 2 periods of 2 consecutive days each. No more than 10 consecutive days shall be worked at any one time. Each daily duty shall be continuous except for meal periods and rest breaks.
- 3.1.3 Alternatively, ordinary weekly hours of work shall be 40 per week in 4 consecutive 10 hour days. Employees employed under this provision shall not be paid overtime until they have worked 10 hours per day or 40 hours per week. Each daily duty shall be continuous except for meal periods and rest breaks.
- 3.1.4 Current employees can only have their hours of work altered by agreement. Employees agreeing to alter their hours of work to those specified under 3.1.1, 3.1.2 or 3.1.3 shall be required to record their agreement in writing. Where any proposed alteration affects the established roster, agreement must be gained from 60% of the affected employees.
- 3.1.5 Employees have the right to seek the advice of their union or to have the union act on their behalf before signing any such agreement.
- 3.1.6 Rosters will be notified to those involved not less than 28 days prior to the commencement of the roster provided that less notice may be given in exceptional circumstances.
- 3.1.7 The normal working week shall commence on Monday at the normal starting time of-the employer.

AVAILABILITY PROVISION

- 3.2 The parties agree that due to the nature of supplying Medical Laboratory Services to the DHB and the Community that an 'Availability Provision' in accordance with section 67D of the Employment Relations Act 2000 is reasonably necessary in all the circumstances.

- 3.3 The parties agree that waged employees' allowances paid for being on call and the call back allowance is reasonable compensation for mandatory availability and that work paid at either a penal or an overtime rate (whichever is applicable) is reasonable compensation for mandatory overtime.
- 3.4 The 'agreed hours of work', 'guaranteed hours of work', and those hours required to be 'identified as those hours which the employee must be available in addition to their guaranteed hours of work' are agreed to be those as reflected in the terms and conditions of this agreement and the rosters that result from this agreement.
- 3.5 Changes to existing availability, patterns of work and rosters shall be in agreed in accordance with clauses 3.1.4 to 3.1.6 of this agreement.
- 3.6 The parties agree that for salaried employees a component of his/her salary, as set out in his/her letter of offer, amounts to reasonable compensation for mandatory overtime.
- 3.7 For the avoidance of doubt only permanent staff with guaranteed hours of work will be required to be 'available' in accordance with section 67D of the Employment Relations Act 2000.

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) the applicable rate 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.
- 4.5 Rest breaks of 15 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.

Scientists	1 December 2020		1 December 2021		1 December 2022	
	Per Annum	Hourly rate	Per Annum	Hourly rate	Per Annum	Hourly rate
1a Graded Position	103,576	49.6528	105,647	50.6459	107,760	51.6588
1b Graded Position	99,956	47.9176	101,955	48.8760	103,994	49.8535
1c Graded Position	96,334	46.1814	98,261	47.1050	100,226	48.0471
2a Graded Position	92,712	44.4451	94,567	45.3340	96,458	46.2407
2b Graded Position	89,091	42.7089	90,872	43.5630	92,690	44.4343
2c Graded Position	85,469	40.9726	87,178	41.7921	88,922	42.6279
3a Graded Position	81,848	39.2369	83,485	40.0216	85,155	40.8220
3b Graded Position	78,589	37.6745	80,161	38.4279	81,764	39.1965
Scientist step 1	75,000	35.9540	77,000	36.9128	80,000	38.3509
Scientist step 2	72,069	34.5491	73,511	35.2401	74,981	35.9449
Scientist step 3	68,810	32.9867	70,186	33.6464	71,590	34.3193
Scientist step 4	66,697	31.9738	68,031	32.6133	69,392	33.2655
Scientist step 5	65,849	31.5671	67,166	32.1984	68,509	32.8424
Scientist step 6	63,396	30.3914	64,664	30.9992	65,958	31.6192
Scientist step 7	58,247	27.9227	59,412	28.4812	60,600	29.0508
Scientist step 8	56,136	26.9108	57,259	27.4491	58,404	27.9980
Scientist step 9	53,101	25.4561	54,163	25.9652	55,247	26.4845

- 5.1.1. Progression between steps 9 and 8 shall be after 6 months subject to the intern achieving full registration with the relevant council and this will become his/her anniversary date for the purpose of progression through the automatic steps. Progression between scientist steps 8 – 1 inclusive shall be by automatic annual increment on each employee's commencement anniversary or such other anniversary as agreed between the parties.

- 5.1.2. The employer may establish supervisory/managerial positions and these positions shall be placed on the scale at a level determined by the employer. However, the minimum level that will apply is:

Head/charge of Departments

Step 2c Graded position

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

- 5.1.3 All other progression beyond scientist step 1 shall be at the discretion of the employer. The parties agree to use a merit progression process and criteria for scientists and technicians tailored to the workplace over the term of this agreement. The aim will be to ensure a straightforward process and criteria that improves service delivery, service leadership and development. Where any merit progression process is agreed, it will be forward looking only.

5.2 Medical Laboratory Technicians/Phlebotomists (with QPT)

Step	1 December 2020		1 December 2021		1 December 2022	
	Per Annum	Hourly rate	Per Annum	Hourly rate	Per Annum	Hourly rate
Grade A1	60,361	28.9361	61,568	29.5148	62,799	30.1051
Grade A2	57,946	27.7784	59,105	28.3340	60,287	28.9007
Grade A3	55,531	26.6208	56,642	27.1532	58,408	28.0000
Grade A4	54,602	26.1754	55,694	26.6989	56,808	27.2329
Grade A5	51,141	24.5161	52,163	25.0065	53,207	25.5066
Grade A6	48,287	23.1483	49,253	23.6112	50,238	24.0835
Grade A7	46,269	22.1806	47,194	22.6242	48,138	23.0767

- 5.2.1 A technician will be appointed to the technician scale if they hold a QMLT/QPT/QSST or other relevant qualification and with full registration with the relevant council. For purposes of clarification a relevant qualification shall include a New Zealand BSc based on biological sciences, NZCS or other recognised medical laboratory qualification or degree in addition to one year of practical laboratory experience.
- 5.2.2 Trainee Technicians will move to step Grade A7 of the Technicians scale from the date that the employee obtains full registration with the relevant council.
- 5.2.3 Progression from Grade A7 to Grade A3 will be an automatic annual increment, except current employees with more than one years' service on grade A4 shall move to grade A3 on 1 December 2020. Employees currently on grade A3 position will stay on grade A3 position.
- 5.2.4. Progression from Grade A3 to A2 shall be based on improved service delivery, service leadership and development and in accordance with schedule B.
- 5.2.5. Progression further through the scale is dependent on performance, skill shortage, job content, responsibilities and/or clinical expertise as recommended by the HOD and approved by the CEO.
- 5.2.6. The employer may establish supervisory technician positions, technicians working in accordance with this provision shall be paid no less than Grade A2 of the scale. Progression to Grade A1 shall be at the discretion of the employer.
- 5.2.7 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 Grade A5 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 progress by automatic annual increment through to Grade A2 of this scale.

5.2.8 The employer acknowledges that it is their responsibility to provide adequate supervision as per the provisions of the HPCAA Act 2003 and MLSB Policy 2004 "Definition of the Profession of Medical Laboratory Science" and any subsequent relevant policies.

5.2.9 In keeping with the parties commitment to quality services the employer recognises the need for appropriate supervision. The employer shall encourage Medical Laboratory Technicians to gain a registrable qualification.

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

Step	1 December 2020		1 December 2021		1 December 2022	
	Per Annum	Hourly rate	Per Annum	Hourly rate	Per Annum	Hourly rate
Grade B1	45,533	21.8280	46,444	22.2646	47,373	22.7099
Grade B2	44,833	21.4925	45,730	21.9224	46,645	22.3608
Grade B3	43,525	20.8654	44,396	21.2827	45,284	21.7084
Grade B4	42,398	20.3250	43,246	20.7315	44,111	21.1461
Grade B5	41,720	20.0000	42,554	20.4000	43,405	20.8080

Progression from Grade B5 to Grade B1 shall be by automatic annual increment on the anniversary of the employee's appointment.

5.4 Recognition of Previous Service for Salary Purposes Only

5.4.1 Medical Laboratory Assistants/Laboratory Technicians

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

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

5.4.2 Medical Laboratory Scientists

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

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

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

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

6.0 REIMBURSEMENTS

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

7.0 OVERTIME, PENAL RATES AND DUTY ALLOWANCES

7.1 Definitions

- 7.1.1 For calculation purposes, the normal hourly rate shall be one two thousand and eighty sixth (2,086) part, correct to three decimal places of a dollar, of the yearly rate of salary payable.
- 7.1.2 Overtime is time worked in excess of the daily duty as defined in 3 and all time, other than time for which a duty allowance is payable, worked on a Saturday, Sunday or public holiday, when such work has been properly authorised.

7.2 Overtime

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

- 7.2.1 In respect of overtime worked on any day (other than a public holiday), from midnight Sunday/Monday to midday on the following Saturday at one and one-half times the normal hourly rate of pay (T1.5) for the first three hours and at double the normal hourly rate of pay (T2) thereafter.
- 7.2.2 In respect of overtime worked from midday Saturday to midnight Sunday/Monday or on a public holiday at double the normal hourly rate of pay (T2).

7.3 Penal rates

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

- 7.3.1 From midnight Friday/Saturday to midday Saturday at half the normal hourly rate of pay (T0.5) for the first three hours and at double the normal hourly rate of pay (T1) thereafter.
- 7.3.2 From midday Saturday to midnight Sunday/Monday at time one of the normal hourly rate of pay (T1).
- 7.3.3 On Public holidays at the normal hourly rate of pay (T1)

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

7.5 Minimum Breaks Between Spells of Duty

- 7.5.1 A break of at least nine consecutive hours will be provided immediately after the finish of the last call out pertaining to the call back duty.
- 7.5.2 Periods of a full shift or more include:
- (i) Periods of normal rostered work; or
 - (ii) Periods of overtime that are continuous with a period of normal rostered work; or
 - (iii) Full shifts of overtime/call-back duty.
- 7.5.3 This requirement to provide a break wherever possible applies whether or not any additional payment will apply under the provisions of this clause.
- 7.5.4 If a break as required under clause 7.5.1 above cannot be provided between periods of qualifying duty, the duty is to be regarded as continuous until a break of at least nine

continuous hours is taken and it shall be paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime which precedes it.

7.5.5 The additional payment provisions of this clause will not apply in any case where the result would be to give an employee a lesser payment than would otherwise have been received.

7.5.6 Time spent off duty during ordinary hours solely to obtain a nine-hour break shall be paid at ordinary time rates. Any absence after the ninth continuous hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.

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

7.7 Night shift Allowance

7.7.1 Night rate – An employee who works a night shift and whose normal hours of duty fall between 2000 hours and 0800 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 0800 hours is less than two hours worked.

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

7.7.3 In addition to the rates set out in 7.7.1 above, those employers in 7.7.1 above paying time one quarter (T0.25) for night rate shall pay to an Employee whose hours of work fall between 2200 hours and 0800 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 \$4.28 per hour for weekdays and \$6.43 per hour on public holidays and weekends or part thereof while on call.

From 2 March 2021, the on call allowance will be \$5.00 per hour for weekdays and \$6.43 per hour on public holidays and weekends or part thereof while on call.

From 2 March 2022 the on call allowance will be \$6.50 per hour for week- and weekend days and \$7.50 per hour for public holidays.

From 1 March 2023 the on call allowance will be \$8.00 per hour for week- and weekend days and \$10.00 per hour for public holidays.

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

8.1.3 Payment of the on call allowance is only applicable whilst the employee is not on call back duty.

8.2 Call back

8.2.1 An employee shall be paid for a minimum of three hours, or for actual working 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 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 in accordance with clause 35.

9.0 HIGHER DUTIES ALLOWANCE

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

9.2 The higher duties allowance payable shall be the difference between the current salary of the employee acting in the higher position and the minimum salary the employee would receive if appointed to that position.

10.0 MEAL ALLOWANCE

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

11. STUDY LEAVE

11.1 The employer may authorise your attendance at courses of study relating to your employment without deduction from wages but there is no entitlement to such study leave.

PART FOUR - PROVISIONS RELATING TO LEAVE

12.0 PUBLIC HOLIDAYS

12.1.1 The following days shall be observed as public holidays:

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

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

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

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

- (a) Falls on a Saturday or a Sunday, and the day would otherwise be a working day for the Employee, the public holiday must be treated as falling on that day; or
- (b) Falls on a Saturday or a Sunday, and the day would not otherwise be a working day for the Employee, the public holiday must be treated as falling on the following Monday.

- To avoid doubt, this clause does not entitle the Employee to more than one (1) public holiday for Waitangi Day or more than one (1) public holiday for ANZAC Day.

12.2 Employees Required to Work on Public Holidays

12.2.1 A rostered employee required to work on a public holiday as part of the normal roster (i.e., not as overtime) shall be paid at time one (T1) in addition to normal wages, and is also to be granted a day's leave on pay at a later date convenient to the employer. This is inclusive of the entitlements under the Holidays Act at section 50, not in addition to it.

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

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

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

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

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

12.3 Public Holidays Falling During Leave or Time Off

12.3.1 Leave on pay

When a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not to be debited against such leave.

12.3.2 Leave without pay - An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay (including sick leave and military leave without pay) unless the employee has worked during the fortnight ending on the day on which the holiday is observed.

12.3.3 Leave on reduced pay - An employee shall, during a period on reduced pay, be paid at the same reduced rate for public holidays falling during the period of such leave.

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

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

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

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

13.0 ANNUAL LEAVE

13.1 Subject to 13.2 below, employees shall be granted annual leave in accordance with the calculations and provisions of the Holidays Act 2003. At present this statutory entitlement is four weeks annual leave per annum after twelve months continuous service.

With six years' service annual leave will accrue at the rate of 4.4 weeks, from the employee's anniversary date, inclusive of any statutory entitlement.

With seven or more years' service, annual leave will accrue at the rate of 5 weeks, from the employee's anniversary date, inclusive of any statutory entitlement.

13.2 Conditions

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

arrange cover for employees leave lies with the employer. It is not the responsibility of individual employees to find cover for their own leave.

- 13.2.1 The term "leave year" means the year ending with the anniversary date of the employee's appointment.
- 13.2.2 For the purpose of this clause, service is as defined in clause 2.
- 13.2.3 The employer may permit an employee to take annual leave in one or more periods.
- 13.2.4 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.
- 13.2.5 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.
- 13.3 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.

13.5 **Leave Without Pay in Relation to Annual Leave Entitlement**

An employee who is granted leave without pay and who remains in the service of the employer, will, except where provision is made otherwise, have such leave counted as service for annual leave purposes.

13.6 **Leave for Shift Employees**

- 13.7.1 If you work rostered ordinary hours between 9.00pm and 6.00am, you will be entitled to additional leave as follows. For each shift worked the employee will earn twenty minutes of shift leave. This shift leave may accumulate to a maximum of 40 hours.

If the shift leave is not used within the year of it being earned it will be paid in lieu to the employee.

14.0 **SICK LEAVE**

14.1 **Conditions**

- 14.1.1 Where an employee is granted leave of absence because of sickness or injury not arising out of and in the course of employment (in this clause referred to as "sick leave"), the employee shall be entitled to payments as calculated in accordance with the relevant provisions of the Holidays Act 2003.
- 14.1.2 On appointment with the employer, a full time employee shall be entitled to five working days sick leave as calculated in accordance with the relevant provisions of the Holidays Act 2003. On completion of each subsequent six months, he/she shall be entitled to a further five working days, with a maximum entitlement of 95 working days. Employees with more than 95 working days entitlement will have their sick leave capped at the level as of 1 July 2019. Refer to **schedule A** for a list of these employees.
- 14.1.3 The production of a medical certificate or other evidence of illness may be required in accordance with the Holidays Act 2003.
- 14.1.4 Sick leave is to be debited on an hour for hour basis.

14.1.5 Part-time employees are entitled to sick leave on a pro rata basis but not less than the minimum provided for under the Holidays Act 2003.

14.1.6 Casual employees may have entitlements to sick leave, determining this will be in accordance with the formula in the Holidays Act 2003.

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

14.2.1 Where a full time employee is incapacitated by sickness or injury arising out of and in the course of employment, full salary may be paid at the discretion of the employer.

14.2.2 Where an employee is suffering from a minor illness that could have a detrimental effect on the patients or others in the employer's care, the employer may, at their discretion, either:

(a) Place the employee on suitable alternative duties; or

(b) Direct the employee to take leave on payment at base rates (T1 only) for not more than eight days in any one year, in addition to the normal entitlement to sick leave.

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

14.3 Sickness at Home

14.3.1 The employer may grant an employee leave as a charge against sick leave entitlement when the employee must stay at home to attend to a member of the household who through illness becomes dependent on the employee. This person would in most cases be the employee's child or partner but may be another member of the employee's family or household.

14.3.2 Approval is not to be given for absences during or in connection with the birth of an employee's child. Such a situation should be covered by annual leave or parental leave.

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

14.4 Sick Leave in Relation to Annual and Long Service Leave

14.4.1 When sickness occurs during annual or long service leave the employer shall permit the period of sickness to be debited against sick leave entitlement, except where the sickness occurs during leave following relinquishment of office, provided:

(a) the period of sickness is more than three days;

(b) A medical certificate is produced, showing the nature and duration of the illness.

14.4.2 In cases where the period of sickness extended beyond the approved period of annual or long service leave, approval shall also be given to debiting the portion which occurred within the annual or long service leave period against sick leave entitlement if the total continuous period of sickness exceeds three days.

14.4.3 Annual or long service leave may not be split to allow periods of illness of three days or less to be taken as sick leave.

14.5 **Leave Without Pay in Relation to Sick Leave Entitlements**

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

Note: sick leave is inclusive of entitlements in Holidays Act, not in addition to it

15.0 **BEREAVEMENT/TANGIHANGA LEAVE**

15.1 Up to three days leave without loss of ordinary pay is available on each occasion and on production of satisfactory evidence of the death of your spouse, father, mother, brother, sister, child, grandparent, parent-in-law, brother-in-law, sister-in-law and grandchild and one day's bereavement leave maybe available on the death of any other person if the employer accept, having regard to relevant factors, that the employee has suffered a bereavement.

15.2 The purposes of determining relevant factors for clause 15.1 above, they include:
(a) the closeness of the association between the employee and the deceased person;
(b) whether the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death;
(c) any cultural responsibilities of the employee in relation to the death.

15.3 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. This provision will not apply if the employee is on leave without pay.

15.4 In granting additional time off, the employer must administer these provisions in a culturally sensitive manner.

Note: The above bereavement leave is inclusive of that provided in the Holidays Act 2003; not in addition to it.

16.0 **LONG SERVICE LEAVE**

16.1 You shall be entitled to a once only special holiday for long service on the following basis:

- After 10 years continuous service... one week
- After 15 years continuous service... one week. Except if, on the 1 July 2019 you have had at least 13 years continuous service then it will be two weeks.
- After 20 years continuous service... one week. Except if, on the 1 July 2019 you have had at least 18 years continuous service then it will be two weeks.
- After 25 years continuous service... one week. Except if, on the 1 July 2019 you have had at least 23 years continuous service then it will be two weeks.
- After 30 years continuous service... one week. Except if, on the 1 July 2019 you have had at least 28 years continuous service then it will be two weeks.
- After 35 years continuous service... one week. Except if, on the 1 July 2019 you have had at least 33 years continuous service then it will be two weeks.
- After 40 years continuous service... one week. Except if, on the 1 July 2019 you have had at least 38 years continuous service then it will be two weeks.

16.2 All such special holidays shall be paid on the same basis as annual holidays; any may be taken either in conjunction with the annual holiday or at such time or times as may be agreed upon by you and the employer.

You will be required to take long service leave before the next entitlement becomes due, provided that the final entitlement must be taken within five years of it becoming due.

17.0 PARENTAL LEAVE

- 17.1 This is leave without pay.
- 17.2 You are entitled to take parental leave as provided for in the Parental Leave and Employment Protection Act 1987.
- 17.3 This Act provides for both male and female employees to take unpaid leave from their employment of up to 52 weeks to care for a child born to or adopted by them.
- 17.4 It provides for three types of unpaid parental leave. The first is a period of maternity leave for female employees. Secondly, the Act provides for paternity leave to be available to male employees. Thirdly, either employee may take extended leave. This means that both parents can take leave at the time of the birth and then take a second period of leave to care for the child. In total they are entitled to up to 52 weeks unpaid leave between them.
- 17.5 To be eligible for parental leave you must have worked for the Company for at least 10 hours per week for the 12-month period before the expected date of delivery or the date of adoption. This note is added for clarity and does not detract from the rights and obligations imposed by the Act.

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 12 months 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 Where the employee is called for jury duty, the employer shall continue the employee's ordinary pay for the duration of the jury service for days that would otherwise have been working days, and the employee will have to pay to the employer any attendance fees they receive in relation to their jury service.

20.0 UNION REPRESENTATIVE'S EDUCATION LEAVE

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

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

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

21.0 EMPLOYEE RELEASE

- 21.1 Employees with 5 years continuous service with the current employer may apply for a one-off continuous period of unpaid Employee Release for a period of three months up to a maximum of twelve months. Such application shall be considered on a case-by-case basis and granted at the discretion of the employer. All service related provisions/benefits will be put on hold until resumption of normal duties.
- 21.2 The provisions of this clause are separate from and in addition to normal unpaid leave provisions and it is acknowledged that employees may apply for unpaid leave at any time during their employment.

PART FIVE - TERMS OF EMPLOYMENT

22.0 HEALTH AND SAFETY

22.1 Safe Environment Obligations

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

22.3 The Employer's duties include:

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

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

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

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

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

23.0 PROTECTIVE CLOTHING

23.1 Suitable clean protective clothing shall be made available by the employer where the nature of a particular duty or duties would either continuously or intermittently render an employee's personal clothing or uniform to excessive soiling or damage or expose the employee's person to injury or excessive discomfort through biological, chemical or physical hazards. Such protective clothing shall remain the property of the employer and, as such, shall be laundered or otherwise cleaned free of charge. However, where with the employer's agreement you launder your own protective clothing, an allowance of \$1.00 per day actually worked shall be paid with a maximum of \$5.00 per week and \$10.00 per fortnight.

23.2 A laboratory employee may at the employer's discretion be compensated for damage to personal clothing worn on duty, or reimbursed dry cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling did not occur as a result of the employee's negligence or failure to wear the protective clothing provided.

24.0 REFUND OF ANNUAL PRACTISING CERTIFICATE

Where a laboratory employee is required by law to hold an annual practising certificate in order to practise that profession or trade with the employer, the cost of the certificate shall be refunded to the employee provided that:

- (a) It must be a statutory requirement that a current certificate be held for the performance of duties.
- (b) The employee must be engaged in duties for which the holding of a certificate is a requirement.
- (c) The employee must be a member of the particular occupational class to whom the requirement applies.

25.0 RECERTIFICATION

25.1 The employer accepts responsibility for providing the necessary resources and costs to meet the competency requirements of the Health Practitioner Competency Assurance

Act. Reimbursement of fees required to enrol in a recognised Continuing Professional Development (CPD) points programme will be provided to a maximum of \$200 per annum per employee.

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

26.0 EMPLOYEE PARTICIPATION

- 26.1 The parties to this agreement accept that change in the Health Service is necessary in order to ensure the efficient and effective delivery of health services.

- 26.2 The parties recognise that they have a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard.

The involvement of employees should contribute to:

- (a) Improved decision-making.
- (b) Greater co-operation between the parties to this agreement.
- (c) More harmonious, effective, efficient, safe and productive workplace.

Therefore the employer agrees to the following provisions for consultation, recognition of staff participation and access to facilities.

- 26.2.1 Paid time off shall be allowed for recognised staff representatives to attend meetings with management, consult with employees, to consult and discuss those issues addressed in this clause and clause 27.0 specifically: staff surplus, and options for resolving staff surplus.
- 26.2.2 Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.
- 26.2.3 The amount of time off and facilities provided shall be sufficient to enable full consideration of the issues.
- 26.3 For the purposes of clause 27, the recognised representative shall be the union delegate unless otherwise agreed.

26.4 Employment Protection Provisions

- 26.4.1 In the event that the employer (“the company”) restructures its business so that the work of some or all of its employees is to be performed for a new employer, the following provisions relating to the negotiations between the company and the new employer shall apply.
- 26.4.2 The terms “new employer”, “restructuring” and “affected employee” shall have the meaning given to them in section 69L of the Employment Relations Act 2000.
- 26.4.3 The process to be followed by the company in negotiating with the new employer is as follows:
- (i) The company shall confirm with the new employer the company’s obligation to negotiate about the restructuring;
 - (ii) The company shall inform the new employer that the company wishes to negotiate in relation to the possible transfer of affected staff to the new employer and, if so, the terms and conditions of those transferring staff members;

- (iii) The company shall put a proposal to the new employer in relation to whether affected staff will transfer to the new employer and on what terms and conditions of employment;
- (iv) At all times during any negotiation with the new employer, the company will observe the privacy rights of the affected employees, subject to the employer fulfilling its statutory obligations to the new employers, including the union membership status of any affected employee.

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

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

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

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

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

27.0 STAFF SURPLUS

27.1 When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in subclause 27.5 below shall be invoked and decided on a case by case basis by the employer having due regard to the circumstances of the affected employee.

27.2 Where an employee's employment is being terminated by the employer by reason of the sale or transfer of the whole or part of the employer's business, nothing in this Agreement shall require the employer to pay compensation for redundancy to the employee if:

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

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

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

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

Under the employment being terminated; and

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

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

27.3 Notification

The employer will advise the employee organisation at least one week prior to the date that notice is required to be given to the employee whose position is required to be discharged. Notification of a staffing surplus shall be advised to the affected employee. This date may be varied by agreement between the parties. During this period, the employer and the employee will meet to discuss the option most appropriate to the circumstances. Where employees are to be relocated, at least one months' notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

27.4 The following information shall be made available to the employee representative

- (a) The location/s of proposed surplus
- (b) The total number of proposed surplus employees
- (c) The date by which the surplus needs to be discharged
- (d) The positions, grading, names and ages of the affected employees
- (e) Availability of alternative positions with the employer.

On request the employee representative will be supplied with relevant additional information where available.

27.5 Options

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

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

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in subclause 27.11 will be applied as a package.

27.6 Reconfirmed in Position

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

27.7 Attrition

Attrition means that as people leave their jobs because they retire, resign, transfer, die or are promoted then they may not be replaced. In addition or alternatively, there may be a partial or complete freeze on recruiting new employees or on promotions.

27.8 Redeployment

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

27.8.1 Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee at the rate paid in the old job at the time of redeployment. The employer can preserve the salary in the following ways:

- (a) A lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
- (b) An ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).

27.8.2 Where the new job is within the same local area and extra travelling costs are involved, actual additional travelling expenses by public transport shall be reimbursed for up to 12 months.

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

27.9 Leave Without Pay

Special leave without pay may be granted within a defined period without automatic right of re-engagement. This provision does not include parental or sick leave.

27.10 Retraining

27.10.1 Where a skill shortage is identified, the employer may offer a surplus employee retraining to meet that skill shortage with financial assistance up to the maintenance of full salary plus appropriate training expenses. It may not be practical to offer retraining to some employees identified as surplus. The employer needs to make decisions on the basis of cost, the availability of appropriate training schemes and the suitability of individuals for retraining.

27.10.2 If an employee is redeployed to a position that is similar to his or her previous one, any retraining may be minimal, taking the form of "on the job" training such as induction or in-service education.

Where an employee is deployed to a new occupation or a dissimilar position the employer should consider such forms of retraining as in-service education, block courses or night courses at a tertiary or other institution, nursing bridging programmes, etc.

27.11 Severance

Payment shall be at the rate of four weeks for the first year of service and two weeks for each year of service thereafter, up to a maximum of 20 years. Those employees with more than 20 years' service at 1 July 2019 will maintain their current entitlement. For clarity this means no capping (in years of service) for the calculation of his/her redundancy payment. Payment shall be made at the (T1) rate only.

- (a) 'Service' means the total aggregated service with Medlab Central and Medlab Whanganui and their predecessors.
- (b) All redundancy payments shall be calculated from the date of termination of employment.
- (c) The employer shall supply a certificate of service to any redundant employee.

27.11.10 Outstanding annual leave and long service leave may be separately cashed up.

27.12.11 **Job Search** - The Employer should assist surplus staff to find alternative employment by allowing them a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the Employer being notified of the time and location of the interview before the employee is released to attend it.

27.13 Counselling

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

28.0 NOTICE

The period of notice for termination of your employment will be two weeks or the frequency of payment of wages, whichever the greater. However, irrespective of your notice period, dismissal without notice may occur for serious misconduct.

Except in the case of serious misconduct, where the Company does not give the required notice you will be paid for the unexpired portion of the notice period. In the event that you elect not to give the required notice period, the employer will be entitled to deduct from your pay the value of any notice period not given.

29.0 ABANDONMENT OF EMPLOYMENT

Where you are away from work for more than 3 consecutive working days, without the consent of the Company and without notifying the Company, you will be deemed to have terminated your employment. This does not apply where you are unable to notify the Company through no fault of your own. The Company will use its best endeavours to contact you during this period. In the event that your employment is terminated under this provision, the notice provisions of this agreement will not apply

PART SIX - OTHER PROVISIONS

30.0 DEDUCTION OF UNION FEES

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

31.0 STOPWORK MEETINGS

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

32.0 EMPLOYMENT RELATIONSHIP PROBLEMS

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

- 32.3 A “personal grievance” means a claim that you:
- i) Have been unjustifiably dismissed; or
 - ii) Have had your employment, or your conditions of employment, affected to your disadvantage by some unjustifiable action by the employer; or
 - iii) Have been discriminated against in your employment; or
 - iv) Have been sexually harassed in your employment; or
 - v) Have been racially harassed in your employment; or
 - vi) Have been subjected to duress in relation to union membership.
- 32.4 If the employment relationship problem is a personal grievance, you must raise the grievance with the Employer within a period of 90 days, beginning with the date on which the action alleged to amount to a personal grievance, occurred or came to your notice, whichever is the latter. There is also additional time available for raising a personal grievance under the Act, under particular circumstances (ERA Section 115).
- 32.5 The Authority will usually direct the matter to mediation. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.
- 32.6 If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.

33.0 INDEMNITY

- 33.1 The employer undertakes to indemnify employees against any legal action that might be taken against an employee during the course of the employee’s duties providing that the employee was acting in good faith carrying out their duties. Indemnity will not apply if the employee has been dishonest, fraudulent, acting maliciously or has been careless or incompetent.

34.0 TEMPORARY OR FIXED TERM AGREEMENTS

Temporary or fixed term employment agreements should only be used to cover specific situations of a temporary nature or fixed term, e.g. to fill a position where the incumbent is on study or parental leave; or where there is a task of a finite duration to be performed.

Temporary or fixed term employment agreements while justified in some cases to cover situations of a finite nature, must not be used to deny staff security of employment in traditional career fields.

35.0 USE OF PRIVATE VEHICLE ON EMPLOYER BUSINESS

Employees who are instructed by the employer to use their private motor vehicle on the employer's business shall be paid a motor vehicle allowance as promulgated by the Inland Revenue Department and adjusted from time to time

36.0 UNIFORMS

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

37.0 TRANSFER EXPENSES

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

For:

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

38.0 PROFESSIONAL DEVELOPMENT

The parties agree to operate with a commitment to the highest level of professional conduct and service using modern technology and practices and to support change that will be desirable to maintain and improve the effectiveness of the operation and the wellbeing of staff.

The parties agree to ensure appropriate professional development opportunities and training relevant to the operations of a Medical Pathology Laboratory and where further qualifications are required, to support each other as necessary.

Medlab Central employees may agree to undertake the study necessary and achieve the appropriate qualification required for their position, according to the set requirements of the relevant Council and maintain your annual practising certificate.

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

39.0 SAVINGS CLAUSE

Nothing in this Agreement shall operate so as to reduce the conditions of employment applying to any employee at the date of this Agreement coming into force unless specifically identified and agreed between the parties in the collective agreement or terms of settlement. As per the terms of settlement, the parties have agreed that there will be no preservation ("saving") of any ability to obtain an on call allowance whilst the employee is on call back duty.

40.0 VARIATIONS

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

41.0 INTENT OF THE PARTIES

The parties to this agreement agree:

- To comply with this agreement.

To undertake all reasonable and agreed tasks, set out in position descriptions that may be required in the operation of the laboratory services in which employees have been adequately trained and/or supervised.
- To comply with rules and policies as consulted on and notified from time to time.
- The parties agree to meet and discuss any disputes as to the operation or interpretation of the collective agreement. The clauses of this collective agreement are to be interpreted in light of all relevant background and context.

42.0 TERM OF AGREEMENT

This Agreement shall be deemed to have come into force on 1 December 2020 and shall continue in force until 30 November 2023.

Dated this day of

Signed:

AUTHORISED Representative of the
UNION

AUTHORISED Representative of the
EMPLOYER

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

.....
Bruce van den Heever
Chief Executive Officer
Medlab Central Limited

SCHEDULE A

Shelley Knyn – 125 days

SCHEDULE B

Merit progression criteria for technicians

As per clause 5.2.4; the focus for merit progression is based on service delivery, service leadership and development.

Process:

1. The employee applies, in writing, to his/her HoD for progression from step grade A3 to grade A2 with motivations in relation to the criteria below.
2. The application is reviewed by the relevant HoD
3. HoD submit a recommendation to senior management;
4. Decision made by senior management;
5. Decision is communicated back to employee, HR and payroll

Criteria:

1. Service delivery:
 - a. Provides evidence of resolving ethical, professional or service issues
 - b. Is authorised to investigate incident report forms and make recommendations
 - c. Safety officer – responsibilities for the laboratory as a health and safety representative
2. Service leadership
 - a. Manages, (planning, leading, organising or controlling) on a continuous basis, a single discipline, service or unit which requires a level of scientific expertise
 - b. Significant levels of responsibility with leadership of others
 - c. Represent his/her profession while participating in working parties, professional groups, in areas of review and/or professional procedures
 - d. Has a significant role in professional groups at a regional or national level.
3. Service development
 - a. Develops clinical teaching material / training programmes
 - b. Generation of revenue by “spin off” applications
 - c. Implementation of measurable efficiency gains

Where any merit progression process is agreed, it will be forward looking only.