



AND

TARANAKI PATHOLOGY SERVICES LIMITED

COLLECTIVE AGREEMENT

1 December 2020 – 30 November 2023

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1.0 PARTIES

Parties to this collective agreement shall be:

Taranaki Pathology Services Limited (Herein after referred to as the “employer”, or TPSL.

and

the **Association of Professionals and Executive Employees Inc (APEX)**. (Herein after referred to as "APEX" or the "union").

- 1.1 The parties agree that any employee whose work is covered by this agreement and, who is engaged by the employer between the date this collective agreement comes into effect and the expiry date, shall be offered in writing the opportunity for this collective agreement to apply to them. The new employee shall from the date of becoming a union member, be entitled to all the benefits, and be bound by all the obligations, under this collective agreement.

The name of any new employee to whom this collective employment agreement applies by virtue of the operation of this sub clause shall be deemed covered by this agreement.

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

- Head of Department
- Medical Laboratory Scientist
- Medical Laboratory Scientist (Provisional Registration or Intern)
- Medical Laboratory Technician
- Medical Laboratory Technician (Provisional Registration)
- Trainee Medical Laboratory Technician
- Medical Laboratory Pre Analytical Technician
- Medical Laboratory Pre Analytical Technician (Provisional Registration)
- Medical Laboratory Assistant
- Trainee Medical Laboratory Pre Analytical Technician
- Phlebotomist
- Administration/ Reception
- Courier

For clarity the role of Laboratory Manager is not covered by this collective agreement.

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.

"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.

“Head of Department” 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.

"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 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 Phlebotomist or specimen reception.

"Medical Laboratory Pre-analytical Technician (Provisional Registration) or 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.

"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.

"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. This includes administrators, receptionists and couriers.

"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.

“Service” means:

- (i) For all existing employees, the aggregate of any individual employee’s service that has been recognised for various purposes at the commencement date of the agreement; and.
- (ii) For employees employed after the commencement date of this agreement, current continuous service in any Asia Pacific Healthcare Group (APHG) business.
- (iii) For the purposes of establishing a remuneration level the employer will consider all relevant experience be this in a non-laboratory health setting (eg phlebotomy in a medical practice) or a laboratory setting outside the health sector (eg University laboratory)

"Trainee Medical Laboratory Technician" or "Trainee Pre Analytical Technician" means a person employed in a position for which the employer will require full registration by the Medical Sciences Council and who is studying towards provisional registration.

3.0 HOURS OF WORK

- 3.1 The ordinary hours of work shall be 40 per week, 8 hours per day, Monday to Friday, between the hours of 7.00am and 9.00 pm with 2 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.
- 3.2 Where the Employer wishes to change the hours of work of an employee. Or a group of employees, the Employer will first instance put a written proposal to affected staff that will form the basis for discussion.
- 3.3 Employees have the right to seek advice from APEX or have APEX act on their behalf before signing any agreement.
- 3.4 If agreement cannot be reached through this process, the employer will initiate consultation in good faith with APEX within two weeks (or longer by mutual agreement) of the proposal being put to members, and if necessary either party can seek assistance from mediation services.
- 3.5 Should there fail to be agreement after the process outlined above, the Employer has the right to alter rosters giving the employees affected 12 weeks' notice.
- 3.6 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. The roster shall include three months of duty.

4.0 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.

5.0 MEAL BREAKS AND REST PERIODS

- 5.1 Except when required for urgent or emergency work and except as provided in 5.2 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.
- 5.2 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.
- 5.3 During the meal break or rest breaks prescribed above, free tea, coffee, Milo, milk and sugar shall be supplied by the employer.
- 5.4 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.

6.0 SALARIES AND WAGES

6.1 Medical Laboratory Scientist

Step	1 Feb 2020		1 Feb 2021		1 Feb 2022		1 Feb 2023	
	Hourly rate	Per Annum	Hourly Rate	Per Annum	Hourly Rate	Per Annum	Hourly Rate	Per Annum
S18	49.156	102,540	50.140	104,591	51.142	106,683	52.165	108,817
S17	47.439	98,957	48.387	100,936	49.355	102,955	50.342	105,014
S16	45.720	95,371	46.634	97,279	47.567	99,224	48.518	101,209
S15	44.001	91,786	44.881	93,621	45.778	95,494	46.694	97,404
S14	42.282	88,200	43.128	89,964	43.990	91,763	44.870	93,599
S13	40.563	84,615	41.374	86,307	42.202	88,033	43.046	89,794
S12	38.845	81,030	39.719	82,853	40.612	84,717	41.526	86,624
S11	37.298	77,803	38.230	79,748	39.186	81,742	40.166	83,786
S10	35.750	74,575	36.823	76,812	37.927	79,116	39.065	81,490
S9	34.204	71,349	35.534	74,124	36.917	77,008	38.353	80,003
S8	32.657	68,122	33.722	70,343	34.821	72,636	35.956	75,004
S7	31.654	66,031	32.430	67,648	33.224	69,306	34.038	71,004
S6	30.651	63,939	31.289	65,269	31.940	66,626	32.604	68,012
S5	29.649	61,848	30.301	63,209	30.968	64,599	31.649	66,021
S4	28.646	59,756	29.311	61,143	29.991	62,561	30.687	64,013
S3	27.644	57,664	28.321	59,077	29.015	60,525	29.726	62,007
S2	26.642	55,575	27.332	57,014	28.040	58,491	28.766	60,006
S1	24.116	50,306	24.695	51,513	25.287	52,749	25.894	54,106

Automatic salary increments shall take effect from the anniversary date of the employee's employment and the employee must have worked for a minimum of six months to qualify for any incremental increase.

6.1.1 Progression:

Progression between steps S1 (Intern) and S2 shall be after 6 months subject to the intern achieving full registration as a Medical Laboratory Scientist with the Medical Sciences Council, and this will become their anniversary date with TPSL for the purpose of progression through the automatic steps.

Steps S2-S9 inclusive shall be by automatic increment on the employee's anniversary date (as defined above), subject to satisfactory performance.

Progression beyond step S9 shall be based on merit.

A medical laboratory scientist appointed to a salary above the automatic scale shall receive an annual rate of salary approved by the employer for the position held and shall also be eligible for an increase based on merit.

6.1.2 Merit progression is dependent on factors such as the job content and responsibilities of the position held, the employee's level of performance and availability of additional responsibilities as recommended by the Head of Department and Laboratory Manager and approved by management. Documentation of the merit progression process will be kept in the employee's personnel folder.

6.1.3 The employer may establish supervisory/managerial positions and these positions shall be placed on the scale at a level determined by the employer.

6.2 Medical Laboratory Technician, Medical Laboratory (Pre-Analytical) Technician / Phlebotomist,

Step	1 Feb 2020		1 Feb 2021		1 Feb 2022		1 Feb 2023	
	Hourly rate	Per Annum	Hourly Rate	Per Annum	Hourly Rate	Per Annum	Hourly Rate	Per Annum
T8	29.834	62,234	30.461	63,541	31.101	64,876	31.754	66,238
T7	28.647	59,757	29.248	61,012	29.863	62,294	30.490	63,602
T6	27.501	57,367	28.078	58,571	28.668	59,801	29.270	61,057
T5	26.355	54,976	27.000	56,322	27.750	57,887	28.600	59,660
T4	25.405	52,995	26.000	54,236	27.000	56,322	28.000	58,408
T3	24.063	50,195	24.568	51,249	25.500	53,193	26.250	54,758
T2	22.917	47,805	23.398	48,809	23.889	49,833	24.391	50,880
T1	21.771	45,415	22.316	46,550	22.873	47,714	23.445	48,907

Automatic salary increments shall take effect from the anniversary date of the employee's employment and the employee must have worked for a minimum of six months to qualify for any incremental increase.

6.2.1 An employee shall be appointed to the Technicians scale from the date they are fully registered with the Medical Sciences Council as a registered Medical Laboratory Technician or a registered Medical Laboratory Pre-analytical Technician.

6.2.2 Progression through the automatic steps, T1-T4 inclusive shall be by automatic increment on the employee's anniversary date with TPSL; subject to satisfactory performance.

6.2.3 Progression beyond step T4 shall be based on merit as set out in 6.1.2 above
A Medical Laboratory Technician or Medical Laboratory Pre-Analytical Technician appointed to a salary above the automatic scale shall receive an annual rate of salary approved by the employer for the position held and shall also be eligible for an increase based on merit.

6.3 Trainee Medical Laboratory Technicians, Trainee Pre-Analytical Technicians, Medical Laboratory Assistants, Administrators and Couriers

Step	1 Feb 2020		1 Feb 2021		1 Feb 2022		1 Feb 2023	
	Hourly rate	Per Annum	Hourly Rate	Per Annum	Hourly Rate	Per Annum	Hourly Rate	Per Annum
TT5	21.143	44,103						
TT4	20.559	42,887						
TT3	19.842	41,390						
TT2	19.268	40,194						
TT1	18.612	38,825						
Provisional Entry			22.000	45,892	22.440	46,810	22.889	47,746
			21.000	43,806	21.420	44,682	21.848	45,576

Automatic salary increments shall take effect from the anniversary date of the employee's employment and the employee must have worked for a minimum of six months to qualify for any incremental increase.

6.3.1 All new unqualified staff start on the Entry step.

6.3.2 They move to the Provisional step when granted provisional registration by the Medical Sciences Council.

6.3.3 They move to the qualified scale after they receive the full registration from the Medical Sciences Council.

NON- REGISTERABLE OCCUPATIONS

Employees employed in roles which do not require the employee to hold a registerable qualification, eg. Couriers, Data Entry technicians, Medical Typists and Administration shall progress in the following manner, subject to satisfactory performance.

- First year of employment – Entry step
- Second Year of employment – Provisional Registration step
- Third and subsequent years of employment – First Qualified step.

All steps beyond the first qualified step are considered Merit steps for such employees.

7.0 OVERTIME AND PENAL RATES

7.1 Definitions

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

7.2 Overtime

7.2.1 Overtime is time worked in excess of 8 hours a day or 40 hours per week, when such work has been properly authorised.

7.2.2 Overtime shall be paid at the following rates:

- In respect of overtime worked on any day (other than a public holiday), from midnight Sunday/Monday to midday on the following Saturday at one and one-half times the normal hourly rate of pay (T1.5) for the first three hours and at double the normal hourly rate of pay (T2) thereafter except that employees working overtime between 2200 hours and 0600 hours will be paid at the rate of T2
- 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 (T1) thereafter.

7.2.3 The employer may request employees covered by this agreement to work a reasonable amount of overtime.

7.3 Penal Time

Subject to 7.3.5 penal time shall be paid at the following rates **in addition to normal wages:**

- 7.3.1 Penal Time is time other than overtime, worked within ordinary weekly hours of work on a Saturday or Sunday. Penal Time shall be paid to weekly employees at the following rates in addition to normal rates of wages.
- 7.3.2 From midnight Friday/Saturday to midday Saturday at half the normal rate of pay (T0.5) for the first 3 hours, and at the ordinary rate of pay (T1) thereafter.
- 7.3.3 From midday Saturday to midnight Sunday/Monday at time one of the normal rate of pay (T1).
- 7.3.4 On Public Holidays at the normal rate of pay (T1)
- 7.3.5 Penal time and overtime shall not be paid in respect of the same hours.

8.0 HIGHER DUTIES ALLOWANCE

- 8.1 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. When an employee is required to undertake higher duties they will be notified in writing and the additional payment will be authorised with payroll.
- 8.2 The higher duties allowance payable shall be the equivalent of a 10% loading on the base salary of the individual performing the higher duties.

9.0 MEAL ALLOWANCE

An employee who works a shift of eight or ten hours or more and who is required to work more than two hours 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.

10.0 PUBLIC HOLIDAYS

- 10.1 The following days shall be observed as Public Holidays: including but not restricted to the following designations:
- 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
 - Taranaki Anniversary Day
- 10.2 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.
- 10.3 Provided that, in order to maintain essential services, the employer may require an employee to work on a Public Holiday.
- 10.4 Where the employee is not required to work on any of the days specified in subclause 10.1 above, it being a day that would otherwise be a working day for the employee, then the employee shall be paid for the day at not less than the employee's relevant daily pay for that day.

- 10.5 Where the employee is required to work on any of the days specified in subclause 10.1 above, it being a day that would otherwise be a working day for the employee then the employee shall be paid for the day at not less than the employee's relevant daily pay and in addition, hours worked on that day shall be paid at time 1 (T1) extra.
- 10.6 The employee shall also be allowed a whole paid day off in lieu to be taken at a time mutually agreed between the employer and the employee. If the day is not taken after twelve months the employer can direct a date for it to be taken or the parties may agree for it to be paid out.
- 10.7 Where the employee is required to work on any of the days specified in subclause 10.1 above, it being a day that would not otherwise be a working day for the employee, then the employee shall be paid for all time worked at time and a half for each hour worked based on the employee's relevant daily pay.
- 10.8 The employee consents to work the days specified in subclause 10.1 above as required by the employer.
- 10.9 If the employee is sick or suffers bereavement on a Public Holiday on which the employee was scheduled to work, that day is to be treated as an unworked Public Holiday, rather than as sick or bereavement leave.

11.0 ANNUAL LEAVE

- 11.1 Four weeks leave shall be allowed in accordance with the Holidays Act 2003 except that employees with more than 7 years' service as defined in clause 2, shall be entitled to 5 weeks annual leave.

11.2 Conditions

- i 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.
- ii The term "leave year" means the year ending with the anniversary date of the employee's appointment.
- iii For the purpose of this clause, "service" is as defined in clause 2.
- iv The employer may permit an employee to take annual leave in one or more periods.
- v 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.
- vi 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. If (i) above does not apply and the employee has, over a period of six months, worked for the employer for at least an average of 10 hours per week during that period and no less than one hour in every week or no less than 40 hours per month during that period.
- vii 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 3.

12 SICK LEAVE

- 12.1 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 Holidays Act 2003 and its amendments.
- 12.2 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 accrual of 90 working days.
- 12.3 The production of a medical certificate or other evidence of illness may be required.
- 12.4 Sick leave may be debited on an hour for hour basis.
- 12.5 Part-time employees shall be entitled to sick leave on a pro rata basis, provided that they receive a minimum of 5 days per annum.
- 12.6 Casual employees have no entitlement to sick leave. Unless they have been employed on a continuous basis for at least 6 months and have worked an average of 10 hours a week during that period., and have worked no less than 1 hour in every week during that period or no less than 40 hours in every month in that period. The sick leave entitlement in such cases is, however, 5 days each year thereafter commencing from the 6 months' qualifying service.

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

- (i) 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 or alternatively the employer may find other duties.
- (ii) 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 its discretion, place the employees on suitable alternative duties.
- (iii) Where an employee has been granted sick leave in advance and ceases their employment, repayment of any negative balance shall be made to the employer in the final pay

12.8 Sick Leave in Relation to Annual Leave

When sickness occurs during annual 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.

- (i) In cases where the period of sickness extended beyond the approved period of annual 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.
- (ii) Annual leave may not be split to allow periods of illness of three days or less to be taken as sick leave.

12.9 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

12.10 Sickness at Home

The employer may grant an employee leave on payment in accordance with the Holidays Act 2003 and amendments 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.

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.

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

13.0 BEREAVEMENT /TANGIHANGA LEAVE

13.1 The employer shall approve 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).

13.2 The employee may take leave as set out below:

- i) 5 days' bereavement leave on the death of a spouse, parent or child;
- ii) 3 days' bereavement leave on the death of a sibling, grandparent, grandchild or spouse's parent
- iii) 1 days' bereavement leave on the death of any other person where the employer accepts, having regard to the factors below, that the employee has suffered bereavement.

13.3 The relevant factors include:

- the closeness of the association between the employee and the deceased person;
- whether the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death;
- any cultural responsibilities of the employee in relation to the death.

14.0 LONG SERVICE LEAVE

- 14.1 Employees who complete 10 years' continuous service shall be entitled to 1 weeks' long service leave and after each 5 years' subsequent continuous service thereafter 1 week's long service leave.
- 14.2 The long service leave provided in Clause 14.1 of this clause shall be on current salary in accordance with the Holidays Act 2003, and are to be taken, where possible, in one period at such time as agreed between the Employer and the Employee within 5 years of entitlement date.
- 14.3 If the Employee having become entitled to long service leave leaves her/his employment before such holiday has been taken she/he shall be paid in lieu thereof.

15.0 PARENTAL LEAVE

- 15.1 Parental Leave shall be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987, and its amendments.

16.0 CONFIDENTIALITY

- 16.1 The employee agrees that he/she shall not, during the period of employment or at any time thereafter, disclose, publish, or in any way disseminate confidential Company information to any unauthorised person.
- 16.2 Any of the employer's documentation and information into which the employee may come into contact during his/her employment, shall remain the property of the employer.
- 16.3 Information, processes, papers or documents to which the employee has access during the period of employment, or thereafter, must not be used, divulged or given to another party, without the express permission of the employer.

17.0 JURY SERVICE & WITNESS LEAVE

- 17.1 Where an employee is obliged to undertake jury service or is summoned as witness, the difference between the fees (excluding reimbursing payments) paid by the Court, and the employee's ordinary pay shall be made up by the employer provided:
- (i) that the employee produces the Court expenses voucher to the employer;
 - (ii) the employee returns to work immediately on any day he/she is not actually serving on a jury/giving evidence.

- 17.2 These payments shall be made for up to a maximum of five days in respect of each separate jury/witness service.

18.0 PROTECTIVE CLOTHING

- 18.1 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.
- 18.2 A medical 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.

18.3 Where an employer provides an employee with a uniform, it shall remain the property of the employer and be replaced on a fair wear and tear basis at no cost to the employee.

19.0 REFUND OF ANNUAL PRACTISING CERTIFICATE

19.1 Where a laboratory employee is required by law to register for and hold an annual practicing certificate or equivalent in order to practice that profession or trade with the employer, the cost of the certificate shall be refunded to the employee provided that:

19.2 It must be a statutory requirement that a current certificate be held for the performance of duties.

19.3 The employee must be engaged in duties for which the holding of a certificate is a requirement.

19.4 The employee must be a member of the particular occupational class to whom the requirement applies.

20.0 RECERTIFICATION

20.1 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.

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

21.0 EMPLOYEE PARTICIPATION

21.1 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.

21.2 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:

- (c) Improved decision-making.
- (d) Greater co-operation between the parties to this agreement.
- (e) 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.

21.2.1 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.

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

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

21.3 For the purposes of clause 21, the recognised representative/s shall be the union delegate unless otherwise agreed.

21.4 EMPLOYMENT PROTECTION PROVISION

The definitions as contained in section 69L of the Employment Relations Act 2000 shall apply.

21.4.1 At all times during any negotiation for restructuring or when undertaking any agreed restructuring, the privacy rights of affected employees shall be observed by the employer, including the union membership status of any affected employee.

21.4.2 When negotiating with a new employer, the employer must clarify with the new employer the effect on the affected employees of the proposed restructuring, including whether the affected employees will be offered employment by the new employer on the same terms and conditions.

21.4.3 The employer, if proposing to enter into a restructuring arrangement that will, or is likely to, affect the employees such that they would be an affected employee as defined in the Act, must provide to those employees and the Union:

1. Access to information relevant to the continuation or proposed change to their employment about the restructuring, and
2. An opportunity to comment on the information to the employer before the restructuring arrangement is entered into.

22.0 REDUNDANCY

22.1 This clause will apply if the employee's position become surplus to the requirements of the employer by reason of closing down or reorganisation of the whole or part of the employer's business or through the sale of operations to another business person.

22.2 In the event of redundancy, that is a full-time or part-time employees position becoming surplus to the needs of the employer notice of four weeks shall be given or payment in lieu of notice. Redundancy compensation of eight weeks base salary shall apply for employees with 12 months or more service. Redundancy compensation shall not apply to casual employees. If redundancy occurs within the first year of service the redundancy calculation shall be pro-rata for each completed month of service.

22.3 If the employee is offered an alternative position within the employer's business on substantially similar terms and conditions no entitlement to redundancy compensation shall arise.

22.4 When the employee(s) is made redundant the employee shall be entitled to:

- reasonable time off without loss of pay to attend interviews for alternative employment
- upon termination of employment the employer shall, on request, provide the employee(s) with a certificate of service stating dates and capacity of employment.

NB: service has the same meaning as clause 2 of this agreement

23.0 NOTICE

Unless otherwise stipulated, the employment shall be deemed to be a monthly one and a month's notice shall be given by either side; but this shall not prevent the employer from summarily dismissing any employee for serious or wilful misconduct or other just cause. Unless otherwise agreed where the required notice is not given the person terminating the

service shall pay or forfeit wages to the value of the unexpired period of notice as the case may require.

24.0 ABANDONMENT OF EMPLOYMENT

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

25.0 UNION REPRESENTATIVE'S EDUCATION LEAVE

25.1 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.

25.2 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 that exceeds 280.

26.0 HEALTH AND SAFETY

The Employer and Employee will meet their obligations under the Health and Safety at Work Act 2015.

26.1 The Employer's duties include:

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

26.2 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.

26.3 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.

26.4 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.

27.0 STOP WORK MEETINGS

- 27.1 Subject to subsections 27.2 to 27.5, 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.
- 27.2 The representative shall give the employer at least 14 days' notice of the time and date of any meeting to which subsection 27.1 is to apply.
- 27.3 The representative shall make such arrangements with the employer as may be necessary to ensure that the employer's service is maintained during any meeting, including, where appropriate, an arrangement for sufficient members to remain available during the meeting to enable the employer's operation to continue.
- 27.4 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.
- 27.5 Only employees who actually attend a meeting shall be entitled to pay in respect of that meeting and to that end the representation shall supply the employer with a list of employees who attended and shall advise the employer of the time the meeting finished.

28.0 DEDUCTION OF UNION FEES

- 28.1 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 not less frequently than monthly.

29.0 EMPLOYMENT RELATIONSHIP PROBLEMS

- 29.1 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.
- 29.2 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:
- (i) 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.

(ii) 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.)

29.3 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.

29.4 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).

29.5 Where any matter comes before the Authority for determination, the Authority may 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.

29.6 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.

30.0 INDEMNITY

30.1 The employer will indemnify employee(s) for any liability, whether civil or criminal and including legal costs associated with any claim or prosecution, which may be incurred by the employee(s) arising out of the performance of his/her duties.

30.2 Clause 30.1 will not apply where the employee(s) have acted in any of the following ways:

- a. Outside the scope of his/her authority or contrary to any instruction;
- b. While under the influence of alcohol or drugs;
- c. Wilfully, fraudulently, recklessly, or with gross negligence.

30.3 The employer will have the right to determine the conduct of any legal defence or course of action which may give rise to the employer's liability pursuant to the above indemnity, except that:

- a. this right will be exercised only in consultation with the employee(s) and the Union, and
- b. the legal representatives provided shall be directed to give the employee 'Client Status', and

if the employee or employer identifies a conflict of interest, the employer shall provide the employee(s) with agreed independent legal representation of suitable medico-legal experience, in consultation with the union.

30.4 The employer shall also ensure 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.

31.0 USE OF PRIVATE VEHICLE ON EMPLOYER BUSINESS

Employees who are required 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.

32.0 SAVINGS CLAUSE

Nothing in this agreement shall operate so as to reduce the terms and conditions of employment applying to any employee at the date of this agreement coming into force unless specifically identified and agreed between the parties.

33.0 PROFESSIONAL DEVELOPMENT

The employer and union are committed to ensuring fair access to opportunities for continuing professional development.

Each employee shall have an annual professional development plan agreed with their manager. The professional development plan should set out learning goals and what actions will be undertaken to meet these.

34.0 VARIATIONS

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

35.0 TERM OF AGREEMENT

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

Dated this _____ day of _____, 2020

AUTHORISED Representative of
UNION

AUTHORISED Representative of
EMPLOYER

Dr Deborah Powell
National Secretary

APEX

Taranaki Pathology Services Limited

Schedule 1

For employees employed as at 1 December 2020 the following shall apply:

"Service" means:

(i) For Salary purposes:

All services provided for Medlab Taranaki Limited, TMLP and Taranaki Pathology Services Limited and:

The employer will give full credit for salary purposes only for medical laboratory scientist previous service in private, hospital or university laboratories.

(ii) For Annual Leave Purposes:

All services provided to Medlab Taranaki Limited, TMLP and Taranaki Pathology Services Limited only.

(iii) For Long Service Leave Purposes

All services provided to Medlab Taranaki Limited, TMLP and Taranaki Pathology Services Limited only.

LONG SERVICE LEAVE

- 13.1 Employees who complete 10 years' continuous service shall be entitled to 1 weeks' long service leave and after each 5 years' subsequent continuous service thereafter 1 week's long service leave.
- 13.2 The long service leave provided in Clause 13.1 shall be on current salary in accordance with the Holidays Act 2003, and are to be taken, where possible, in one period at such time as agreed between the Employer and the Employee within 5 years of entitlement date.
- 13.3 If the Employee having become entitled to long service leave leaves her/his employment before such holiday has been taken she/he shall be paid in lieu thereof.