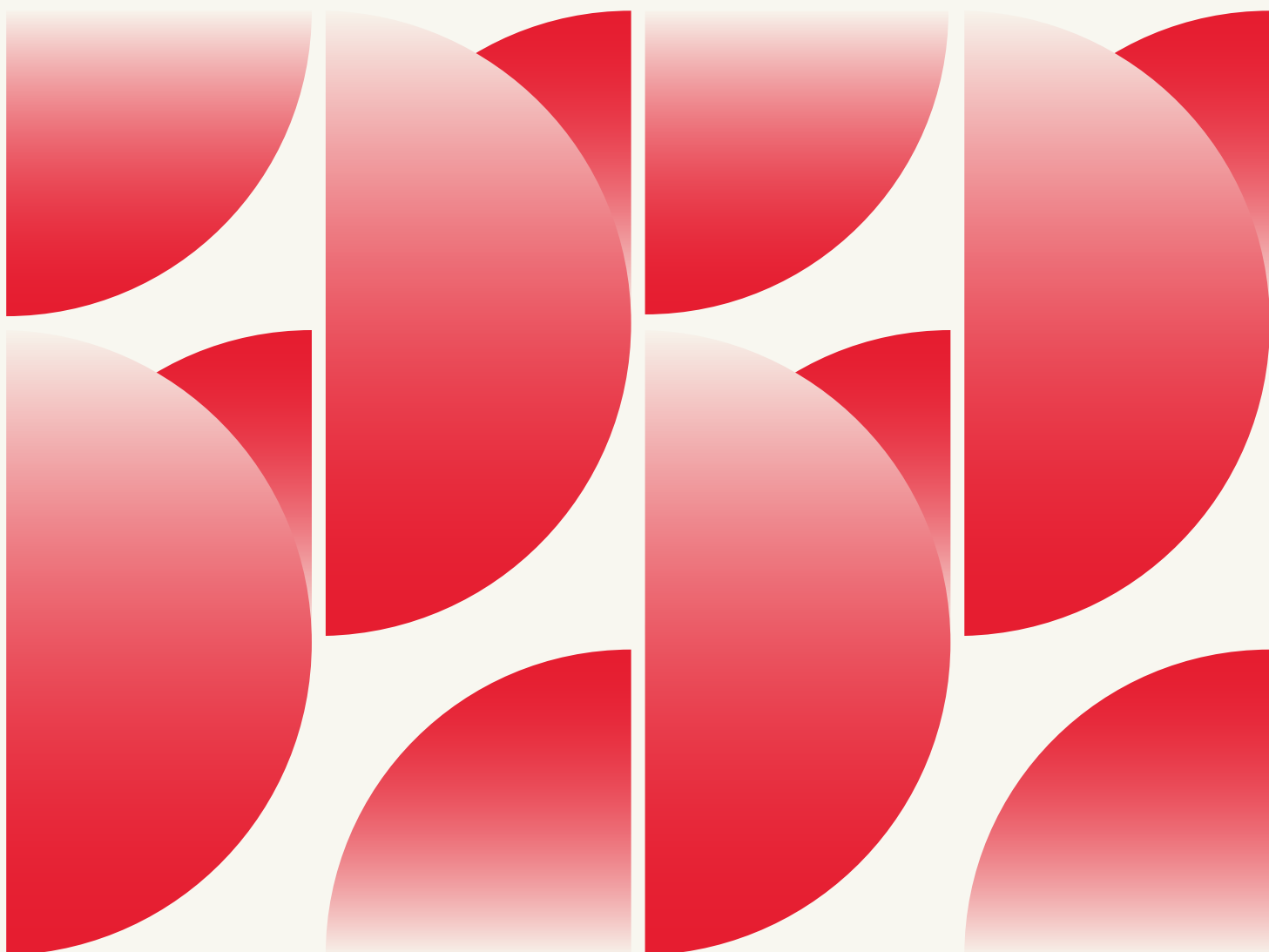


LABORATORY WORKERS

Collective Agreement



1.11.25 - 31.01.27

LABORATORY WORKERS

Collective Employment Agreement

between

New Zealand Blood and Organ Service

and



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LABORATORY WORKERS COLLECTIVE AGREEMENT

PART ONE – APPLICATION OF COLLECTIVE AGREEMENT

1.0 PARTIES TO THIS COLLECTIVE AGREEMENT SHALL BE:

New Zealand Blood and Organ Services (Herein after referred to as the “employer” or “NZBS”)

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

The parties agree that any new employee, whose work is covered by this agreement and who is engaged by the employer between the date this collective agreement is ratified by the union, and the expiry date shall be offered in writing the opportunity for this 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.

Any new employee to whom this Collective Agreement applies by virtue of the operation of this sub clause shall be deemed covered by this agreement.

- 1.1 This collective agreement shall apply to allow employees who are employed or engaged to be employed to supervise or perform pathology tests and/or associated duties in the laboratory service including 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:

- Team Leader
- Supervising Scientist
- Technical Specialist
- Medical Laboratory Scientist
- Medical Laboratory Scientist (Provisional Registration)
- Intern Medical Laboratory Scientist
- Medical Laboratory Technician
- Medical Laboratory Technician (Provisional Registration)
- Trainee Medical Laboratory Technician
- Medical Laboratory Assistant
- Student

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.

“Designated Role” means a position determined by the employer such as Team Leader, Supervising Scientist or Technical Specialist.

“District” in the context of Te Whatu Ora/Health New Zealand means the geographic area and the related worksites of the former District Health Board (clause 12, Schedule 1, Pae Ora (Healthy Futures) Act 2022 refers).

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

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

"Medical Laboratory Assistant" means a person employed in a medical laboratory in manual or technical work ancillary to those of a medical laboratory scientist, but who is not required to be registered by the Medical Sciences Council.

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

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

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

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

"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.

"Service" means:

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

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

the aggregate of:

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

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

"Team Leader" means a person appointed as the leader of a laboratory discipline or department with direct line responsibility for the operational team.

"Technical Specialist/ Supervising Scientist" is a person employed within a medical laboratory who holds full registration and a current Annual Practising Certificate issued by the Medical Sciences Council. These roles involve providing day-to-day supervision of the team and onsite coordination of tasks and work output, while enhancing the technical and scientific work carried out in the laboratory..

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

PART TWO - PROVISIONS RELATING TO HOURS OF WORK

3.0 HOURS OF WORK

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

Preamble

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

- 3.1 Unless as provided for in 3.1.1, 3.1.2 or 3.1.3, ordinary hours of work shall be 40 per week and not more than eight hours per day with two consecutive days off. Each daily duty shall be continuous except for meal periods and rest breaks. Provided, however, that in emergency circumstances, the Employer may require an employee to work at other times and for periods other than those specified.
- 3.1.1 Alternatively, ordinary weekly hours of work shall be 80 per fortnight and not more than 8 hours per day with four days off in every 14. No more than 6 consecutive days shall be worked without 1 day off and the other three days off shall be consecutive. Each daily duty shall be continuous except for meal periods and rest breaks.
- 3.1.2 Alternatively, ordinary weekly hours of work shall be 80 per fortnight and not more than 8 hours per day with 4 days off in any 14-day period. The days off shall consist of 2 periods of 2 consecutive days each. No more than 10 consecutive days shall be worked at any one time. Each daily duty shall be continuous except for meal periods and rest breaks.
- 3.1.3 Alternatively, ordinary weekly hours of work shall be 40 per week in 4 consecutive 10-hour days. Employees employed under this provision shall not be paid overtime until they have worked 10 hours per day or 40 hours per week. Each daily duty shall be continuous except for meal periods and rest breaks.
- 3.1.4 Current employees can only have their hours of work altered by agreement. Employees agreeing to alter their hours of work to those specified under 3.1.1, 3.1.2 or 3.1.3 shall be required to record their agreement in writing. Where any proposed alteration affects the established roster, agreement must be gained from 70% of the affected employees.
- 3.1.5 Employees have the right to seek the advice of their union or to have the union act on their behalf before signing any such agreement.
- 3.2 Rosters will show duties for a minimum 28-day period and be notified to those involved not less than 28 days prior to the commencement of the roster and provided that less notice may be given in exceptional circumstances.
- 3.3 The normal working week shall commence on Monday at the normal starting time of the employer.

4.0 MEAL PERIODS AND REST BREAKS

- 4.1 Except when required for urgent or emergency work and except as provided in 4.2 no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.
- 4.2 An employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time.
- 4.3 Except where provided for in 4.2 an employee unable to take a meal after five hours' duty shall be paid at time-half rate (T0.5) in addition to normal salary from the expiry of five hours until the time when a meal can be taken.
- 4.4 During the meal break or rest breaks prescribed above, free tea; coffee, milk, milo or similar and sugar shall be supplied by the employer. Where it is impractical to supply tea, coffee, milk, milo or similar and sugar free of charge, an allowance of \$1.48 per week in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay.
- 4.5 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.

PART THREE - RATES OF REMUNERATION

5.0 SALARIES AND WAGES

5.1 DESIGNATED ROLES

A Medical Laboratory Scientist in a Designated role or roles shall receive an annual rate of salary approved by the employer for the position held.

(a) Designated Positions

Designated Grade	Step	2-Sep-24	3-Nov-25
Designated F	4*	\$151,410	\$154,438
	3	\$147,290	\$150,236
	2	\$143,170	\$146,033
	1	\$139,050	\$141,831
Designated E	3	\$139,050	\$141,831
	2	\$135,960	\$138,679
	1	\$132,870	\$135,527
Designated D	3	\$132,870	\$135,527
	2	\$130,295	\$132,901
	1	\$127,720	\$130,274
Designated C	3	\$127,720	\$130,274
	2	\$125,145	\$127,648
	1	\$122,570	\$125,021
Designated B	3	\$122,570	\$125,021
	2	\$119,995	\$122,395
	1	\$117,420	\$119,768
Designated A	3	\$117,420	\$119,768
	2	\$114,330	\$116,617
	1	\$111,240	\$113,465

(b) **Medical Laboratory Scientists**

Step	2-Sep-24	3-Nov-25
Recognition step 10	\$116,390	\$118,718
Recognition step 9	\$113,300	\$115,566
Additional Progression Step 8	\$110,210	\$112,414
Step 7	\$107,600	\$109,752
Step 6	\$104,794	\$106,890
Step 5	\$100,163	\$102,166
Step 4	\$94,394	\$96,282
Step 3	\$88,627	\$90,400
Step 2	\$82,856	\$84,513
Step 1	\$77,087	\$78,629
Intern	\$71,070	\$72,491

5.1 (a)

A Medical Laboratory Technician who gains provisional registration as a Medical Laboratory Scientist during their employment at NZBS and is appointed to a Medical Laboratory Scientist position will be placed on the Medical Laboratory Scientist scale. If the rate they are currently on as a Medical Laboratory Technician is higher than the Medical Laboratory Scientist intern rate, they shall be placed on a step no lower than their current Medical Laboratory Technician salary. Automatic step increases shall only occur after 12 months following attainment of full registration.

5.1.1 Progression – Medical Laboratory Scientists

- (a) The Intern Step applies to Medical Laboratory Scientists (Provisional). Progression between the Intern step and step 1 shall normally be after six months subject to achieving full registration as a Medical Laboratory Scientist with the Medical Sciences Council and the date of full registration will become their anniversary date for the purpose of progression through the automatic annual steps.
- (b) For Steps 1 – 7 inclusive, progression will occur by annual increment at anniversary date.

5.1.2 Progression – Additional Progression Step:

- (a) Progression from Step 7 to the Additional Progression Step 8 is dependent on the achievement of agreed objectives, which are set prospectively when the employee reaches Step 7. These objectives should align with the qualities of an experienced practitioner, with the appropriate level of the Guidelines of Expectation of Professional Practice (GEPP) document which provides guidance on these and reflects the expected professional/technical skills and personal attributes.
- (b) The parties acknowledge that it is the individual employee's decision and responsibility to initiate the processes associated with the additional progression step. To commence the process the employee will write to the team leader/ manager requesting a meeting to set objectives.
- (c) The discussion and setting of objectives for additional progression would normally occur in conjunction with the employee's annual performance review.
- (d) In the event that the manager and the employee cannot agree on the objectives the employee may consult with the relevant union. If there is still no agreement the manager will set the objectives. This objective setting process is to be completed in three months of the employee requesting the meeting.
- (e) The assessment against these objectives shall commence 12 months after the objectives have been set. Any movement arising from this assessment shall be effective from 12 months after the date the employee wrote to their team leader/manager under clause 4 above, provided that:
 - i. Progression shall not occur earlier than the anniversary date of the employee's movement to the top automatic step.
 - ii. Progression will not be denied where the employer has failed to engage in the objective setting process and/ or the assessment of whether or not the objectives have been achieved.
 - iii. Progression to the additional progression step is not available to employees who are below Step 7.

5.1.3 Progression – Recognition Steps

- (a) The two recognition progression steps (steps 9 and 10) provide those practitioners in a non-designated role with a pathway for career progression and salary review appropriate to their individual, profession and service requirements.

- (b) The process for access to and progression through the Recognition Steps is set out in **Schedule F** to this Agreement.

5.1.4 Recognition Step – Principles:

1. The recognition steps facilitate progression that many employees naturally seek in the course of their work. It is designed to enable employees to utilise their expertise as a formal part of their practice, while enhancing service delivery and fostering continued development and growth through the process of agreed objective setting and delivery
2. For this reason, it is anticipated that, where reasonable and agreed, an employee may be able to progress the objectives required for recognition progression during work time.
3. To be Eligible for Salary Progression:
 - a) An employee may initiate the recognition process immediately after moving to the qualifying step (e.g. Step 8 to progress to Step 9, Step 9 to progress to Step 10). As per clause 5.1.2(e)(i), progression will not occur until the employee has been on the qualifying step for at least a year. An employee must be on Step 8 (APS) before they can move to Recognition Step 9 or must be on Recognition Step 9 to move to Recognition Step 10.
 - b) Demonstrates innovation, excellence, leadership, and/or specialist skills and knowledge in their contribution to service. This could include, but is not limited to:
 - i. At least two years working in an area of specialisation or advancing practice.
 - ii. Recognised by other staff as becoming expert in at least one area of clinical or cultural skills and approached as a resource and teacher (with appropriate evidence).
 - iii. Evidence of involvement in quality and improvement initiatives or audit activity.
 - iv. Evidence of involvement in research, presenting at conferences or authoring work.
 - v. Agreed postgraduate study.
 - c) Has had a satisfactory performance appraisal (or equivalent) within the last 12 months.
 - d) Is undertaking clinical work at the level expected as described in the GEPP document at the applied for salary step. Link: Draft Guidelines for Expectations of Professional Practice of Allied Health, Scientific and Technical Professionals (GEPP) 2023.
 - e) Has achieved agreed objectives linked to Guidelines for Expectation of Professional Practice at relevant level.

- f) Is contributing to the wider organisational goals, the team, the service, the locality, or the system in general.
4. An employee can progress to the Recognition Step at any time throughout the year (once criteria is met), i.e., they do not need to wait for their anniversary date. However, only one step movement can be made annually.
 5. The criteria for progression to each recognition step are as follows:
 - a) To access Recognition Step 1 (Step 9 of the Degree-based scale) an employee must select and complete objectives across no fewer than two domains ensuring that cultural safety and Te Tiriti principles are woven into objectives. Objectives must be chosen from the "Further Developing Knowledge & Skills" or further Stage of Development.
 - b) To access Recognition Step 2 (Step 10 of the Degree-based scale) an employee must select and complete objectives across no fewer than two domains, ensuring that cultural safety and Te Tiriti principles are woven into objectives. Objectives must be chosen from the "Becoming Expert" Stage of Development.
 - c) To access Step 4 of Grade DF on the Clinical/degree qualified designated salary scale, an employee must select and complete objectives across no fewer than two domains, ensuring that cultural safety and Te Tiriti principles are woven into objectives. Objectives must be chosen from the "Acknowledged Leader" Stage of Development. At least one objective will be selected from the "Leadership & Management" domain.

Objectives

6. It is intended that objectives are ones that show growth, development, and continuing contribution to the service. As such, objectives will generally be relevant to the service, wider organisation and/or profession evidence of role stretch/meritorious performance.
7. The parties acknowledge that it is the individual employee's decision and responsibility to initiate the processes associated with the recognition progression step. To commence the process the employee will write to the team leader/ manager requesting a meeting to set objectives.
8. The discussion and setting of objectives for additional progression would normally occur in conjunction with the employee's annual performance review. Objectives agreed will be specific, measurable achievable realistic and time bound (SMART). Reviews throughout the 12 months can be undertaken by mutual agreement. Setting the objectives may involve the professional lead or equivalent.
9. In the event that the manager and the employee cannot agree on the objectives the employee may consult with the relevant union. If there is still no agreement, they may need to meet with the union and their manager, professional lead or equivalent. This objective setting process is to be completed in three months of the employee requesting the meeting. Without agreed objectives no progression will occur.
10. Recognition objectives must be set and agreed prospectively by the manager and the employee in a timely manner. However, the setting of objectives may take into consideration work that has been initiated within a reasonable timeframe prior to the

objectives being set as long as objectives remain current to service need/service development and of benefit to professional development.

5.1.5 Progression – Designated Positions:

- (a) Progression through the steps included within each grade will be on an annual basis, on the employee's anniversary date, subject to satisfactory performance which will be assumed to be the case unless the employee is advised otherwise. Progression does not occur beyond the top step of each grade.
- (b) Movement between designated salary scale grades shall only be on the basis of appointment to a higher graded position.

5.2 MEDICAL LABORATORY TECHNICIANS AND ASSISTANTS

5.2.1

5.2.2	Medical Laboratory Technician
5.2.3	Laboratory Assistant / Trainee Medical Laboratory Technician / Medical Laboratory Technician (Provisional Registration)

5.2.2 Medical Laboratory Technicians

Steps	2-Sept -24	3-Nov-25
Step 7	\$86,719	\$88,453
Step 6	\$82,785	\$84,441
Step 5	\$79,039	\$80,620
Step 4	\$75,471	\$76,980
Step 3	\$72,074	\$73,515

- 5.2.3 Progression through the steps included within each scale will be on an annual basis, on the employee's anniversary date. Progression does not occur beyond the top step.

5.2.4 Trainee Laboratory Technicians, Laboratory Technicians with Provisional Registration, and Laboratory Assistants

Steps	2-Sept -24	3-Nov-25
Step 3	\$72,074	\$73,515
Step 2	\$68,838	\$70,215
Step 1	\$65,842	\$67,159

- 5.2.5 Progression through the steps included within each scale will be on an annual basis, on the employee's anniversary date. Progression does not occur beyond the top step of each group.
- 5.2.6 Movement between scales shall only be on the basis of appointment to a higher graded position.
- 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 step 4 on the scale. A Medical Laboratory Technician who has a minimum of one year's experience working in accordance with the provisions of this clause shall be paid no less than step 5 on the scale.

5.3 RESERVED

5.4 RESERVED

5.5 RESERVED

5.6 RESERVED

5.6.1 RESERVED

5.6.2 SKIN RETRIEVAL ALLOWANCE

An allowance of \$25.00 shall be paid to a medical laboratory employee each time they are required to carry out a skin retrieval.

5.7 RECOGNITION OF PREVIOUS SERVICE FOR SALARY PURPOSES ONLY

5.7.1 Medical Laboratory Assistants/Medical Laboratory Technicians

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

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

5.7.2 Medical Laboratory Scientists

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

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

- 5.7.3 "Connected Service" comprises all periods of service in the employ of a Hospital/Area Health Board, CHE, HHS, District Health Board, Blood Service, a separate institution, or

the Crown in New Zealand, that are continuous with one another. Where such service is broken only for the period required to take a course of study approved by the employer or for a period of not more than 12 months for any other reason, the service preceding and succeeding that period shall be regarded as continuous.

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

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

6.0 RESERVED

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.

7.1.3 Eligibility restricted for Designated roles.

Overtime and penal rates will only apply to Designated roles as outlined below:

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

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

7.2 OVERTIME

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

7.2.1 In respect of overtime worked on any day (other than a public holiday) , from midnight Sunday/Monday to midnight on the following Friday/Saturday at one and one half times

the normal hourly rate of pay (T1.5) for the first three hours and at double the normal hourly rate of pay (T2) thereafter except that employees working overtime between 2200 hours and 0600 hours will be paid at the rate of T2.

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

7.3 PENAL RATES

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

- 7.3.1 From midnight Friday/Saturday to midday Saturday at half the normal hourly rate of pay (T0.5) for the first three hours and at the normal hourly rate of pay (T1) thereafter.
- 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).
- 7.3.4 Clause 7.3.1 and 7.3.2 shall not apply to Scientific Officers. Instead, from midnight Friday/Saturday to midnight Sunday/Monday weekend penal rates shall be paid at half the normal hourly rate of pay (T0.5).

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

7.5 MINIMUM BREAK BETWEEN SPELLS OF DUTY

- 7.5.1 A break of at least ten consecutive hours must be provided whenever possible during the fifteen hours that immediately precede the start of a duty of a full shift or more. For the purpose of this clause, 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.

- 7.5.2 Notwithstanding the above, employees who are called back between 2400 hours and 0500 hours must be provided with a break of nine continuous hours after the call back unless otherwise mutually agreed.

If, despite this break, an employee considers they are still too fatigued to return to work and work safely then they shall raise this with their immediate manager and arrangements shall be agreed to address and mitigate the personal and professional risks associated with this situation. These arrangements may include not being required to work the balance of their rostered shift without deduction or loss of pay.

- 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 ten 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.

7.6 Time spent off duty during ordinary hours solely to obtain minimum breaks as prescribed above, shall be paid at ordinary time rates. Any absence after the last continuous hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.

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

7.7 NIGHT ALLOWANCE

7.7.1 Night rate – An employee whose normal hours of duty fall between 2000 hours and 0700 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 0700 hours is less than two hours worked.
- (iii) Those employers currently paying in excess of this rate shall continue to do so and are listed in **Schedule B**.

7.7.2 Night rate is not to be paid when overtime is being worked, or a penal rate/duty allowance is payable. In addition to the rates set out in 7.7.1 above, those Districts 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 0700 hours, Monday to Friday, an allowance of \$2.32 for each hour so worked.

7.7.3 The allowance in clause 7.7.2 and **Schedule B** shall not apply to Designated roles.

8.0 ON CALL/ ON CALL ALLOWANCE

8.1.1 Where an employee is instructed to be on call during normal off duty hours s/he shall be paid an on-call allowance of \$8.00 per hour or part thereof (\$10.00 on public holidays), while on call. Those areas where NZBS is currently paying in excess of this rate shall continue to do so and are listed in **Schedule B**.

8.1.2 Where the employer requires the employee to participate in an on-call roster, at the discretion of the employer:

- (i) A cell phone shall be made available by the employer to the employee for the period of on call duty, at no expense to the employee, or
- (ii) Half the cost of a single telephone rental shall be reimbursed to the employee by the Employer, and a long-range locator (or similar electronic device) shall be made available to the employee for the period of on call duty at no expense to the employee.

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

8.2 CALL BACK

8.2.1 An employee shall be paid for a minimum of three hours, or for actual working and travelling time, whichever is the greater – at the appropriate rate, when the employee:

- (a) Is called back to work after completing the day's work or shift, and having left the place of employment; or
- (b) Is called back before the normal time of starting work, and does not continue working until such normal starting time; except that:
 - (i) Call backs commencing and finishing within the minimum period covered by an earlier call back shall not be paid for.
 - (ii) Where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back.

8.2.2 Where part-time employees are part of an official on call roster and are called out from their place of residence in emergency circumstances, then they shall be paid on the basis of a minimum of three hours at appropriate rates. The length of the call would be measured in respect of actual time worked only, except that outside of the normal hours of duty (i.e. 0800 hours to 1700 hours Monday to Friday) the length of the call would be measured in respect of actual time worked and reasonable travelling time from the place of call to the place of duty and return to the place of call or residence. The minimum payment prescribed shall apply to each recall, except that:

- (i) Call-outs commencing and finishing within the minimum period covered by an earlier call-out shall not attract any additional payment.
- (ii) Where a call-out commences before and continues beyond the end of a minimum period for a previous call-out payment shall be made as if the employee had worked continuously from the beginning of the previous call-out to the end of the latter call-out.

8.2.3 Where laboratory employees are called back to duty outside their normal hours of work, the employee shall either be provided with transport, or they shall be reimbursed with accordance with clause 34.0.

8.2.3 Where an employee is contacted while on call, and resolves a clinical issue by phone, without the requirement to attend in person, the parties agree that the payment for each such resolved call shall be \$10 (gross) only. No further payment shall be due, other than the hourly on call allowance.

9.0 HIGHER DUTIES ALLOWANCE

9.1 A higher duties allowance shall be paid to an employee who, at the request of the employer is substantially performing the duties and carrying the responsibilities of a position or grade higher than the employees own.

- 9.2 Except as provided for under clause 9.3, the higher duties allowance payable shall be \$3.00 per hour provided a minimum of 8 consecutive hours of qualifying service is worked per day or shift.
- 9.3 Where an employee performs the duties of the higher position for more than five consecutive days, the allowance payable shall be the difference between the current salary of the employee acting in the higher position, and the minimum salary of the employee would receive if appointed to that position.

10.0 MEAL ALLOWANCE

A shift employee who works a qualifying shift of eight or ten hours or more and who is required to work more than one hour beyond the end of the shift (excluding any break for a meal) shall be paid a meal allowance of \$9.00 or at the option of the employer, be provided with a meal. Those employers currently paying in excess of this rate shall continue to do so and are listed in **Schedule B**.

11.0 RETIRING GRATUITIES

Retiring gratuities shall apply as per the employees' collective agreement, which was in place immediately prior to this agreement. For the NZ Blood Service this is the agreement that was signed on 25 May 2004 with a term 1/10/03 to 31/03/06. The employer parties retiring gratuities are recorded in **Schedule G**.

PART FOUR - PROVISIONS RELATING TO LEAVE

12.0 PUBLIC HOLIDAYS

12.1 THE FOLLOWING DAYS SHALL BE OBSERVED AS PUBLIC HOLIDAYS:

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

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

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

12.2 EMPLOYEES REQUIRED TO WORK ON PUBLIC HOLIDAYS:

- 12.2.1 A rostered employee required to work on a public holiday as part of the normal roster (i.e., not as overtime) shall be paid at time one (T1) in addition to normal salary and is also to be granted a day's leave on pay at a later date convenient to the employer. Except that for Designated roles, the rate of payment shall be paid at half the normal hourly rate of pay (T0.5) in addition to normal salary.
- 12.2.2 A rostered employee required to work on a public holiday which would otherwise have been the employee's normal day off (i.e. required to work overtime) shall be paid at the overtime rate for the hours worked and in addition is to be granted a day's leave on pay at a later date convenient to the employer.
- 12.2.3 An employee required to be on call on a Public Holiday shall be granted a minimum of 1 days paid leave at a later date convenient to the employer.
- 12.2.4 Any employee required to work on New Year's Day, 2nd January, Christmas Day or Boxing Day when these holidays fall on a Saturday or a Sunday shall receive the public holiday penal payment and a day in lieu.

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

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

12.3 PUBLIC HOLIDAYS FALLING DURING LEAVE OR TIME OFF:

- 12.3.1 **Leave on pay** - When a public holiday falls during a period of Annual leave, Sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not to be debited against such leave.
- 12.3.2 **Leave without pay** - An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay (including sick leave and military leave without pay) unless the employee has worked during the fortnight ending on the day on which the holiday is observed.
- 12.3.3 **Leave on reduced pay** - An employee shall, during a period on reduced pay, be paid at the same reduced rate for public holidays falling during the period of such leave.
- 12.3.4 **Off duty day** - Except where the provisions of 12.3.1 apply, if a public holiday, other than Waitangi Day and ANZAC day, falls on a rostered employee's off duty day (such off duty day not being a Saturday or a Sunday) the employee shall be granted an additional day's leave at a later date convenient to the employer.
- 12.3.5 When part time employees work fixed days (example every Monday to Wednesday) they will receive a day's leave if a public holiday falls on one of those fixed days and they work it. If they are not required to work that day, then they will receive the paid public holiday and no day's leave is granted. If a public holiday falls on a day which is NOT one of their fixed days, they neither get paid nor receive a day's leave.
- 12.3.6 When part time employees work full rotating shifts (i.e. work different set of days each week - Monday to Thursday week 1, Tuesday to Friday week 2 and so on) shall be paid all public holidays.
- 12.4 Equivalent time off in lieu of whole holidays is to be treated the same as annual leave in respect of the rules regarding accumulation (refer to clause 13.2.4).

13.0 ANNUAL LEAVE

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

Employees shall be entitled to four (4) weeks Annual leave in accordance with the Holidays Act 2003.

Except that on completion of five years' service, the employee shall be entitled to five (5) weeks' annual leave.

13.2 CONDITIONS

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

- 13.2.1 The term "leave year" means the year ending with the anniversary date of the employee's appointment.
- 13.2.2 For the purpose of this clause, service is as defined in clause 2.
- 13.2.3 The employer may permit an employee to take Annual leave in one or more periods.
- 13.2.4 The employer may permit all or part of the Annual leave accruing in respect of a leave year to be postponed to the next following year, but the annual leave entitlement at any one time shall not exceed the total of Annual leave accruing in respect of two leave years.
- 13.2.5 Provided that, where an employee is on continuous leave without pay due to illness or accident the employee will be permitted to take or accumulate leave for up to two years. After this, an employee will not qualify for any further period of leave until duty is resumed.
- 13.2.6 Where an employee ceases employment with NZBS , their outstanding annual leave will be paid out in accordance with the Holidays Act 2003.
- 13.2.7 Where the employer approves, where an employee is absent on special leave, whether with or without pay (i.e., including leave for study awards but excluding sick, accident or military leave) for an intermittent or continuous period of more than 35 days (including Saturdays and Sundays) during a leave year, annual leave shall be reduced in accordance with the scale below.

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

13.2.8

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

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

13.4 ANTICIPATION OF ANNUAL LEAVE FOR OVERSEAS TRIP

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

13.5 PAYMENT IN LIEU OF ANNUAL LEAVE FOR CASUAL EMPLOYEES

Notwithstanding the above, casual employees may be paid 8% of gross taxable earnings in lieu of the annual leave entitlement in 13.1, to be added to each fortnightly or weekly wage payment, where they satisfy the requirements of s.28 of the Holidays Act 2003.

13.6 LEAVE WITHOUT PAY IN RELATION TO ANNUAL LEAVE ENTITLEMENT

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

13.7 EXTRA LEAVE FOR SHIFT EMPLOYEES

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

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

- (a) The shift work performed each day:
 - (i) extends over at least 13 continuous hours, and
 - (ii) is performed by two or more employees working rostered shifts, and

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

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

Number of qualifying Shifts per annum	Number of days additional Leave per annum
121 or more	5
96-120	4
71-95	3
46-70	2
21-45	1

14.0 SICK LEAVE

14.1 CONDITIONS

- 14.1.1 On appointment, an employee shall be entitled to ten (10) working days' leave for Sick or domestic purposes during the first twelve months of employment, and an additional ten (10) working days for each subsequent twelve-month period.
- 14.1.2 Where an employee is granted Sick leave, they shall be paid in accordance with the Holidays Act 2003 for the minimum statutory entitlement prescribed therein. Additional contractual or discretionary Sick leave that is taken or approved shall be paid at the ordinary rates of pay (T1 only).
- 14.1.3 Unused Sick leave under this clause may be accumulated to a maximum of 260 working days
- 14.1.4 A medical certificate or other evidence of illness may be required to support the employee's claim pursuant to the provisions of Section 68 of the Holidays Act 2003 in relation to absences due to their own sickness.
- 14.1.5 Sick leave is to be debited on an hour for hour basis.
- 14.1.6 Casual employees shall be entitled to Sick leave in accordance with the Holidays Act 2023.

14.2 ADDITIONAL DISCRETIONARY LEAVE

- 14.2.1 In the event an employee has no entitlement left, they are entitled to apply for up to ten (10) days discretionary leave per annum. The employer recognises that discretionary Sick and domestic leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted. The first five (5) days of discretionary leave shall be approved on the same basis as leave under clause 14.
- 14.2.2 In considering the next five (5) days discretionary leave the employer shall take into account the following:
- the employee's length of service
 - the employee's attendance record
 - the consequences of not providing the leave
 - any unusual and/or extenuating circumstances
- 14.2.3 Requests should be considered at the closest possible level of delegation to the employee and in the quickest time possible. Reasons for a refusal shall, when requested by the employee, be given in writing and before refusing a request, the decision maker is expected to seek appropriate guidance.

14.3 SICKNESS AT HOME

- 14.3.1 In accordance with 14.1.1 Sick leave may be provided when the employee must take leave to attend to their spouse or partner or another person who depends on the employee for care who is sick or injured. This person would in most cases be the employee's child but may be another member of the employee's family.
- 14.3.2 Approval is not to be given for absences during or in connection with the birth of an employee's child. Such a situation should be covered by annual leave or parental leave.
- 14.3.3 The production of a medical certificate or other evidence of illness may be required.

14.4 Sick Leave in Relation to Annual and Long Service Leave

- 14.4.1 When sickness occurs during annual or long service leave the employer shall permit the period of sickness to be debited against Sick leave entitlement, except where the sickness occurs during leave following relinquishment of office, provided:
- (a) the period of sickness is more than three days.
 - (b) A medical certificate is produced, showing the nature and duration of the illness.
- 14.4.2 In cases where the period of sickness extended beyond the approved period of Annual or Long Service leave, approval shall also be given to debiting the portion which occurred within the annual or Long Service leave period against Sick leave entitlement if the total continuous period of sickness exceeds three days.
- 14.4.3 Annual or Long Service leave may not be split to allow periods of illness of three days or less to be taken as Sick leave.

14.5 RESERVED

14.6 Leave Without Pay in Relation to Sick Leave Entitlements

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

15.0 BEREAVEMENT/TANGIHANGA LEAVE

15.1 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). Bereavement/Tangihanga leave is available for miscarriages and stillbirths. The length of time off shall be at the discretion of the employer.

15.2 If bereavement occurs while an employee is absent on Annual leave, Sick leave on pay, or other special leave on pay, such leave may be interrupted and Bereavement leave granted in terms of 15.1 above. This provision will not apply if the employee is on leave without pay.

15.3 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner.

16.0 LONG SERVICE LEAVE

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

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

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

16.3.1 On the completion of five (5) years of current continuous service (as defined below), one week of Long Service leave; and

16.3.2 on each subsequent five (5) years of current continuous service (as defined below), one week of Long Service leave.

16.4 For the purposes of clause 16.3, "current continuous service" means unbroken service with any DHB/NZBS employer starting from 1 December 2011. For the purpose of calculating current continuous service, time taken on leave without pay in excess of three months on any one occasion (except for Parental Leave) shall be excluded.

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

17.0 PARENTAL LEAVE

STATEMENT OF PRINCIPLE

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

17.2 ENTITLEMENT AND ELIGIBILITY

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

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

- 17.3 Parental leave of up to twelve months is to be granted to employees with at least one year's service at the time of commencing leave.

Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave. Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer

The maximum period of parental leave may be taken by either the employee exclusively

or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer. The parental leave may be taken in more than one continuous period, with the start and finish dates of each additional period, and any extension of parental leave past the anniversary date of the commencement of parental leave, to be agreed between the employer and the employee.

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

- 17.4 In cases of adoption of children of under six years of age, parental leave shall be granted in terms of 17.2 and 17.3 above, providing that fourteen days-notice is given before the employee intends to assume the responsibility for the care of the child. Evidence of an approved primary care placement shall be provided to the employer's satisfaction.
- 17.5 Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical 6 practitioner or midwife certifying the expected date of delivery. The provision may be waived where the employee becomes a primary carer for a child under the age of six or in circumstances outside the control of the employee.
- 17.6 The commencement of leave shall be in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.
- 17.7 An employee absent on parental leave is required to give at least one month's notice to the employer of their intention to return to duty. When returning to work the employee must report to duty not later than the expiry date of such leave.

NOTE: It is important that employees are advised when they commence parental leave that, if they fail to notify the employer of their intention to return to work or resign, they shall be considered to have abandoned their employment.

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

17.9 JOB PROTECTION

- (a) Subject to 17.10 below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:
 - (i) at the equivalent salary, grading.
 - (ii) at the equivalent weekly hours of duty.
 - (iii) in the same location or other location within reasonable commuting distance; and
 - (iv) involving responsibilities broadly comparable to those experienced in the previous position.
 - (b) Where applicable, employees shall continue to be awarded increments when their incremental date falls during absence on parental leave.
- 17.10 Where possible, the employer must hold the employee's position open or fill it temporarily until the employee's return from parental leave. However, in the event that the employee's position is a "key position", the employer may fill the position on a

permanent basis if they meet the requirements set out in the Act

Where the employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 17.9 (a) above) is not available, the employer may approve one of the following options:

- (a) an extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or
- (b) an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 17.10(b)(i) above for up to 12 months; or
- (c) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 17.10(b)(i) above for up to 12 months: provided that, if a different position is accepted and within the period of extended parental leave in terms of 17.10(b)(i), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or
- (d) where extended parental leave in terms of 17.10(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 28 of this contract.

17.11 If the employee declines the offer of appointment to the same or similar position in terms of sub clause 17.9(a) above, parental leave shall cease.

17.12 Where, for reasons pertaining to the pregnancy, an employee on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to starting parental leave, then the guaranteed proportion of full-time employment 8 after parental leave shall be the same as that immediately prior to such enforced reduction in hours.

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

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

17.15 PAID PARENTAL LEAVE

Where an employee takes parental leave under this clause, meets the eligibility criteria in 17.2 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full-time) for a period

of up to 26 weeks.

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

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

These payments shall only be made in respect of the period for which the employee is on parental leave and in receipt of the statutory payment if this is less than 26 weeks.

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

18.0 REAPPOINTMENT AFTER ABSENCE DUE TO CHILDCARE

Where an employee resigns from a permanent position with the employer to care for pre-school children, the employer is committed, upon application from the employee, to make every reasonable endeavour to re-employ that person where a comparable and suitable position exists within four years of the resignation, providing that the person has the necessary skills to fill the vacancy competently; then the person under these provisions shall be appointed in preference to any other applicant for the position.

Absence for childcare reasons will interrupt service but not break it. The period of absence will not count as service for the purpose of sick leave, annual leave, retiring leave or gratuities, long service leave or any other leave entitlements.

19.0 JURY SERVICE AND WITNESS LEAVE

- 19.1 Employees called on for Jury service or who are subpoenaed, or as a witness for the Crown, the employer, or in the course of their employment, are required to serve. Where the need is urgent, the employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.
- 19.2 An employee called on for Jury service or as a witness may elect to take Annual leave, leave without pay, or leave on pay.
- 19.3 Where leave on pay is granted, a certificate is to be given to the employee by the employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to the employer but may retain expenses.
- 19.4 Where leave on pay is granted, it is only in respect of time spent on Jury service, including reasonable travelling time. Any time during normal working hours when the Court does not require the employee, the employee is to report to work where this is reasonable and practical.

20.0 UNION REPRESENTATIVE'S EDUCATION LEAVE

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

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

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

21.0 EMPLOYEE RELEASE

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

PART FIVE - TERMS OF EMPLOYMENT

22.0 PROTECTIVE CLOTHING

- 22.1 Suitable clean protective clothing shall be made available by the employer where the nature of a particular duty or duties would either continuously or intermittently render an employee's personal clothing or uniform to excessive soiling or damage or expose the employee's person to injury or excessive discomfort through biological, chemical or physical hazards. Such protective clothing shall remain the property of the employer and, as such, shall be laundered or otherwise cleaned free of charge.

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

- 22.2 In the case of a medical laboratory employee who is employed part-time, a proportionate part of these allowances shall be paid as applicable.
- 22.3 A laboratory employee may at the employer's discretion be compensated for damage to personal clothing worn on duty or reimbursed dry cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling did not occur as a result of the employee's negligence or failure to wear the protective clothing provided.

23.0 REFUND OF ANNUAL PRACTISING CERTIFICATE

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

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

24.0 CONTINUING PROFESSIONAL DEVELOPMENT

- 24.1 The employer accepts responsibility for providing the necessary resources and costs to meet the competency requirements of the Health Practitioner Competency Assurance Act. Reimbursement of fees required to enrol in a recognised Continuing Professional Development (CPD) points programme will be provided. The employee acknowledges their professional responsibility to engage in continuing professional development activities to maintain and extend their skills and knowledge.

24.2 In line with the above, the employer shall provide a minimum period of paid leave as follows:

- (a) Medical Laboratory Scientists – 20 hours per annum with any unused leave able to carry over into the following year to a maximum of 40 hours in a two-year period.
- (b) Medical Laboratory Technicians – 12 hours per annum able to be carried over to the following year to a maximum of 24 hours in a two-year period.

These amounts shall be pro-rated for part-time employees with other laboratory employment.

The leave amounts above are minimum and do not preclude additional leave being approved by the manager to support attendance at longer conferences, or additional CPD activity that is of value to the individual employee and the service.

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

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

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

CPD Fund Administration

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

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

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

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

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

- 24.7 The parties want professional development that is a shared responsibility, delivers mutual benefit, is valued as work time and maintains and updates the professional competencies of staff in a planned and predictable way, acknowledging the employers' limited resources. The parties shall develop an approach to CPD that is nationally and departmentally consistent, equitable and beyond a point gathering exercise, encompassing networking at CPD activities and web-based e learning.
- 24.8 The employer shall encourage Medical Laboratory Technicians to gain a registrable qualification. The employer undertakes to actively encourage technicians undertaking the bridging programme to become scientists. Employees participating in the programme shall be paid a minimum step 4 of scale.
- 24.9 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.
- 24.10 In keeping with the parties' commitment to quality services the employer recognises the need for appropriate supervision.
- 24.11 Attendance at Professional Development in non-work time:
- a) Where an employee is required to attend a professional development course in non-work time then they shall be entitled to be paid for this time at their ordinary rate (T1) to a maximum of eight hours per day.
 - b) For the purpose of this clause 'required' means attendance is directed by the employer or paid time is explicitly agreed and documented.
 - c) Where the employee works full-time, then by agreement with their manager, the employee may take equivalent time-off-in-lieu in the following working week instead of payment under 24.11(a).
 - d) Non-workdays paid under 24.11(a) or time in lieu taken in 24.11 (b) will be debited against the minimum specified professional development leave entitlements in 24.2."

25.0 EMPLOYEE PARTICIPATION

- 25.1 The parties to this agreement accept that change in the Health Service is necessary in order to ensure the efficient and effective delivery of health services.
- 25.2 The parties recognise that they have a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard.

The involvement of employees should contribute to:

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

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

- 25.2.1 Paid time off shall be allowed for recognised staff representatives to attend meetings with management, consult with employees, to consult and discuss those issues addressed in this clause and clause 26.0 specifically: staff surplus, and options for resolving staff surplus.
- 25.2.2 Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.
- 25.2.3 The amount of time off and facilities provided shall be sufficient to enable full consideration of the issues.
- 25.3 For the purposes of clauses 25.0 and 26.0, the recognised representative shall be the union advocate unless otherwise agreed.

25.4 **EMPLOYMENT PROTECTION PROVISIONS**

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

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

26.0 STAFF SURPLUS

- 26.1 When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in subclause 26.5 below shall be invoked and decided on a case by case basis by the employer having due regard to the circumstances of the affected employee.
- 26.2 Where an employee's employment is being terminated by the employer by reason of the sale or transfer of the whole or part of the employer's business, nothing in this Agreement shall require the employer to pay compensation for redundancy to the employee if:
- 26.2.1 The person acquiring the business or the part being sold or transferred
- (a) Has offered the employee employment in the business or the part being sold or transferred; and
 - (b) Has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and

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

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

Under the employment being terminated; and

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

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

26.3 **NOTIFICATION**

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

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

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

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

26.5 **OPTIONS**

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

- (a) Reconfirmed in position.

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

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in subclause 26.12 will be applied as a package.

26.6 RECONFIRMED IN POSITION

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

26.7 ATTRITION

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

26.8 REDEPLOYMENT

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

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

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

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

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

26.9 LEAVE WITHOUT PAY

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

26.10 RETRAINING

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

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

26.11 ENHANCED EARLY RETIREMENT

26.11.1 Employees engaged prior to 1 May 1994 are eligible if they are within 10 years of the age of eligibility for government superannuation and have a minimum of ten years' total aggregated service with the employer, with that DHB or contracted out hospital-Based Medical Laboratory and one or more other DHBs, and with one or more of the following services:

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

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

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

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

26.11.4 The provisions of clause 11.0 (Retiring Gratuities) shall apply and in addition, the employee shall receive the following:

- (a) One month's notice of retirement or 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months in lieu of notice. This payment is regardless of length of service; and
- (b) 12 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months service; and

- (c) 4 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one up to a maximum of 19; and
- (d) Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

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

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

26.12 SEVERANCE

Payment will be made in accordance with the following:

26.12.1 For Employees engaged prior to 1.5.94 "Service" for the purposes of this subclause 26.12 means total aggregated service with the employing employer, with that employer and one or more other Crown Health Enterprises, Private Medical Laboratory and with one or more of the following services:

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

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

26.12.2 For employees engaged on or after 1.5.94 "Service" for the purpose of this clause means current continuous service with the employer.

26.12.3 8.33 Per cent of basic salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment shall only be made where the requisite notice cannot be given. Notice that is of a lesser period than required by this document shall require the employer to pay an amount proportionate to the ungiven period of notice. This payment is regardless of length of service; and

26.12.4 12 Per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and

26.12.5 4 Per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and

26.12.6 Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

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

26.12.7 If the employee has ten or more years' service, the full retiring gratuity, as set out in the scale contained in Clause 11.0 shall be paid.

26.12.8 Employees with not less than eight years' service but less than ten years' service, shall be paid two weeks' basic salary (T1 rate only).

26.12.9 Employees with not less than five years' service but less than eight years' service, shall be paid one-week's basic salary (T1 rate only).

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

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

26.13 COUNSELLING

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

27.0 NOTICE

27.1 Unless otherwise stipulated, the employment shall be deemed to be a monthly one and a month's notice shall be given by either side; but this shall not prevent the Employer from summarily dismissing any employee for serious or wilful misconduct or other just cause. Unless otherwise agreed where the required notice is not given the person terminating the service shall pay or forfeit wages to the value of the unexpired period of notice as the case may require.

28.0 ABANDONMENT OF EMPLOYMENT

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

PART SIX - OTHER PROVISIONS

29.0 DEDUCTION OF UNION FEES

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

30.0 STOPWORK MEETINGS

- 30.1 Subject to subsections 30.2 to 30.5, the employer shall allow every employee covered by this agreement to attend, on ordinary pay, at least two meetings (each of a maximum of two hours' duration) in each year (being the period beginning on the 1st day of January and ending on the following 31st day of December) with their representatives.
- 30.2 The representative shall give the employer at least 14 days' notice of the date and time of any meeting to which subsection 30.1 is to apply.
- 30.3 The representative shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any meeting, including, where appropriate, an arrangement for sufficient employees to remain available during the meeting to enable the employer's operation to continue.
- 30.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any employee for a period greater than two hours in respect of any meeting.
- 30.5 Only employees who actually attend a meeting shall be entitled to pay in respect of that meeting and to that end the representative shall supply the employer with a list of employees who attended and shall advise the employer of the time the meeting finished.

31.0 UNION MATTERS

The employer recognises the right of an employee to join APEX and APEX's representation of these employees in relation to any matter involving their interests as employees. This will include the right of an employee to be represented/supported by APEX, consulting APEX where appropriate, recognising the role of delegates and enabling them to fulfil their responsibilities as delegates and facilitating the right of APEX to access the worksite and meet with APEX members in accordance with the Employment Relations Act and subsequent amendments.

Union Delegates:

Where delegates must attend to union business during their ordinary working hours (including, but not limited to, attending union meetings, disciplinary hearings, mediation, or collective bargaining), this time shall count as paid work. When needing to attend to union business, the delegate will take steps to not unreasonably disrupt the employer's business and the performance of their employment duties. Notice will be given to the employer and relevant time requirements will be defined as much as possible.

The employer will provide reasonable access to facilities for delegates to carry out their role. This includes, where practicable, access to a workstation (with word processing,

email, printing and external internet capability), photocopying facilities and facilities for communication with members including meetings spaces, tele-conference facilities, notice boards, internal mail, telephone and email. In addition, members will be allowed reasonable access to the union's external website. In using these facilities, delegates and members will observe all the employer's normal standards and policies that apply to such facilities.

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) a) The employee will be provided the opportunity to be represented by their union (contact APEX online or phone, between 0830 to 5pm, Monday to Friday. Phone (09) 526 0280, Email: ask@apex.org.nz, Website: www.apex.org.nz) 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. Except that in respect of a personal grievance related to alleged

sexual harassment, this period can be up to one year. There is also additional time available for raising a personal grievance under the Act, under particular circumstances (ERA Section 115).

- 32.5 Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.
- 32.6 If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.

33.0 INDEMNITY

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

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 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.

37.0 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.

38.0 VARIATIONS

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

39.0 PUBLIC HEALTH EMERGENCY (AND CIVIL DEFENCE) RESPONSE

- 39.1 The following provisions apply where there is a Public Health Emergency (PHE) declared by the Director-General of Health under the relevant legislation. These provisions shall also apply as applicable to Civil Defence emergencies declared under the relevant legislation.
- 39.2 The parties acknowledge that the public health system will likely be a critical part of the national/regional responses to a PHE.
- 39.3 If required as part of a response, the parties recognise the urgency of any response and the need for flexibility in how services are delivered, and accordingly temporary changes may be made to how work is organised without the need for a formal change management process specified in the Collective Agreement. The employer will engage in good faith with the union prior to progressing any PHE response.
- 39.4 The principles around any such changes are:
- a. Where available, Services will work with their staff including union delegates, to develop the most clinically appropriate staffing arrangements to keep patients and staff safe during a PHE.
 - b. These arrangements could include ways of working that are outside of the standard provisions of the Collective Agreement. hours of work clauses provided that:
 - i. The rostered ordinary weekly or fortnightly hours of work do not exceed the current maximums without the agreement of the affected employee(s).
 - ii. No employee shall have their pay reduced while they are working such arrangements.
 - iii. Additional hours of work beyond those reflected in the salary category shall be remunerated in accordance with the relevant provisions of the Collective Agreement and penalties for minimum breaks, overtime, penal time etc will continue to operate.
 - iv. The alternate arrangements shall only continue in force for the period necessary and required by the employer's PHE response, following which the pre-PHE status quo will be reinstated.
 - v. The union shall be informed of any arrangements operating under this provision.
- 39.5 The parties recognise the potentially heightened focus on ensuring staff do not attend work when they themselves (or their dependents) may be unwell, or at a higher risk (e.g. underlying medical condition or pregnancy) during a PHE. To support this, the employer will take a permissive approach to access paid special leave.

- 39.5 Where staff are required to stay home when they are well, but required to isolate or quarantine, then they shall receive special leave pay which will not be recorded as sickness.
- 39.6 The parties commit to national oversight and engagement on the operation of this clause and other operational matters related to PHE responses, which may include provision of agreed national guide.

40.0 TERM OF AGREEMENT

This Agreement shall be deemed to have come into force on 1 November 2025 and shall continue in force until 31 January 2027.

Dated this _____ day of _____ 2025.

Signed:

AUTHORISED Representatives of the Parties

.....
Dr Deborah Powell
National Secretary
APEX

.....
Sam Cliffe
Chief Executive
New Zealand Blood and Organ Services

SCHEDULE A – DESIRED FUTURE STATES

The parties are committed to the following desired future states:

Interest – Fit for future

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

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

Interest – The parties Engagement/Relationship

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

Interest – Value of pay

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

Interest – Affordable solutions

Both parties recognise that decisions on funding and resource allocation:

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

Interest - Changing to suit Clinical demand

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

Interest – Support for Training and Development

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

Interest – Fatigue and Recovery

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

Interest Passing on

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

SCHEDULE B – NZBS REGIONAL SPECIFIC PROVISIONS

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

9.0 NZ BLOOD SERVICE

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

9.2 NZBS Palmerston North Only

9.2.1 SICK LEAVE

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

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

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

9.3 NZBS Auckland Only

9.3.1 TRAINING

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

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

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

9.3.2 ON CALL FOR LABORATORY COMPUTER SYSTEM

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

9.3.3 PENAL RATES

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

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

9.5 NZBS Wellington Only

9.5.1 SICK LEAVE

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

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

At any time during the trial, either the employer or the union on behalf of the majority of those covered by the agreement may terminate the trial following discussion and an attempt to resolve the issue(s), which led to the decision by giving eight weeks’ notice in writing to the other party. In that event, the Sick leave provisions and balances held by individuals which were frozen at the outset of the trial will be reinstated and the normal Sick leave provisions will take effect.

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

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

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

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

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

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

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

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

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

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

The parties to this agreement agree to review this Sick Leave Policy twelve (12) months following its introduction.

SCHEDULE E – TRAINING & DEVELOPMENT

Training and Development

- 1) Develop draft terms of reference for the management of the training and development pool arrived at under clause 24. of the agreement.
- 2) Undertake a stocktake of current training and development opportunities and programmes attended by Medical Laboratory Scientists and Technicians, with an aim to identifying those that may have sector wide applicability.
- 3) Identify training and development opportunities that are appropriate and develop an approach to ensure that employees are skilled to meet the future needs of the service.

SCHEDULE F - RESERVED

SCHEDULE G – RETIRING GRATUITIES

NZBS (Auckland Region) - Auckland Region Lab Workers Collective Agreement 05.07.02 – 30.09.03

- 1.0 The employer shall pay a retiring gratuity to staff retiring from the NZBS who have had no less than 10 years' service with NZBS or one or more other DHBs, HHSs, CHEs, Hospital Boards, Area Health Boards and with one or more of the following services: Health Service, Health Department, university teaching, non-teaching service within universities, MAF, NZCDC, DSIR.
- 1.1 For employees employed after 30 September 1992, only service with Hospital Boards and Area Health Boards and CHEs and HHSs and DHBs and Blood Services shall apply.
- 1.2 For employees engaged after 1 July 1994 at NZBS, only continuous service with the current employer shall apply.
- 1.3 For the purposes of establishing eligibility for a gratuity, total Board/CHE/NZBS service may be aggregated, whether this be part-time or whole-time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.
- 1.4 Where part-time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.
- 1.5 Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage agreement has been made or who is in a de facto relationship.
- 1.6 The employer may, in exceptional circumstances, consider approving the payment of half or all of the normal entitlement to those employees who leave the service of their employer after 10 year's service with that employer. Such exceptional circumstances may include sickness or retirement on medical grounds but would not usually include resignation to take up other employment.
- 1.7 **RESERVED**
- 1.8 The calculation of a gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
- 1.9 For the purposes of calculating the amount of gratuity, which NZBS may pay, the rate of pay on retirement shall be the basic rates of salary or wages.
- 2.0 An employee who is granted leave without pay and who remains in the service of the employer, will, on retirement, have such leave aggregated with other service for gratuity purposes.

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

Note - These are working rather than consecutive days.

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

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

- 4.1 The Employer may pay a retiring gratuity to staff retiring from the Company who have had no less than 10 years' service with the employer, with that Employer and one or more other Hospital and Health Services/Crown Health Enterprises/Hospitals/Area Health Boards and with one or more of the following services: Health Service, Health Department, University Teaching, Non-teaching service with Universities, MAF, NZCDC, DSIR.
- 4.2 For the purposes of establishing eligibility for gratuity, total service may be aggregated, whether this be part-time or whole time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.
- 4.3 Where part-time service is involved, the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.
- 4.4 Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.
- 4.5 The Employer may also grant half the normal entitlement to those employees resigning after not less than 10 years' service to take up other employment.
- 4.6 The calculation of a gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
- 4.7 For the purposes of calculating the amount of gratuity which a board may pay the rate of pay on retirement shall be the basic rates of salary or wages plus adult allowance and dependents allowance.
- 4.8 An employee who is granted leave without pay and who remains in the service of the Company, will, on retirement, have such leave aggregated with other service for gratuity purposes.

Period of Total Service		Maximum
Not less than 10	years and less than 10 years	31 days' pay
Not less than 11	years and less than 11 years	35 days' pay
Not less than 12	years and less than 12 years	39 days' pay
Not less than 13	years and less than 13 years	43 days' pay
Not less than 14	years and less than 14 years	47 days' pay
Not less than 15	years and less than 15 years	51 days' pay
Not less than 16	years and less than 16 years	55 days' pay
Not less than 17	years and less than 17 years	59 days' pay
Not less than 18	years and less than 18 years	63 days' pay
Not less than 19	years and less than 19 years	67 days' pay
Not less than 20	years and less than 20 years	71 days' pay
Not less than 21	years and less than 21 years	75 days' pay
Not less than 22	years and less than 22 years	79 days' pay

Not less than 23	years and less than 24	83 days' pay
Not less than 24	years and less than 25	87 days' pay
Not less than 25	years and less than 26	92 days' pay
Not less than 26	years and less than 27	98 days' pay
Not less than 27	years and less than 28	104 days' pay
Not less than 28	years and less than 29	110 days' pay
Not less than 29	years and less than 30	116 days' pay
Not less than 30	years and less than 31	123 days' pay
Not less than 31	years and less than 32	129 days' pay
Not less than 32	years and less than 33	135 days' pay
Not less than 33	years and less than 34	141 days' pay
Not less than 34	years and less than 35	147 days' pay
Not less than 35	years and less than 36	153 days' pay
Not less than 36	years and less than 37	159 days' pay
Not less than 37	years and less than 38	165 days' pay
Not less than 38	years and less than 39	171 days' pay
Not less than 39	years and less than 40	177 days' pay
Not less than 40	years and less than 41	183 days' pay

NOTE - These are consecutive rather than working days.

What does APEX do?

- We negotiate **collective agreements** for employees in both the **public and private sectors**, and we enforce those agreements to ensure our members get their rightful entitlements.
- We provide members with general **employment advice**. This includes information about your employment rights under legislation and common law, your collective agreements, pay, and any disputes that may arise.
- We provide advice, support, and action with respect to **health and safety**. This includes psychological risks (e.g. bullying), physiological risks (e.g. fatigue), and physical risks (e.g. temperature in workplaces, hazardous substances, lifting, etc.).
- We support over **400 delegates** in workplaces around NZ, providing them with training and access to professional advice whenever they need it. Our delegates are readily available to you in the workplace and serve as a critical link between members and the professional advocates and staff employed by APEX.
- We produce **reports and newsletters** to keep you up to date with what's happening in your world, the wider Allied Scientific and Technical Health Practitioners space, and the broader health and industrial environments.
- APEX **monitors legislation and other policy drivers** to ensure you know what might be happening that could affect you, and to ensure you have the opportunity to have a say, if you wish.
- We provide a **public face to the media**, not just on industrial matters but also on health policy, health and safety issues, and to promote the invaluable work you perform.

To join, find your delegate or see your fee structure, visit our website apex.org.nz





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