



Southern  
Community  
Laboratories



APEX  
ALLIED SCIENTIFIC AND TECHNICAL

APEX & SOUTHERN COMMUNITY LABORATORIES

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# LABORATORY WORKERS COLLECTIVE AGREEMENT

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01 JULY 2023 - 30 SEPTEMBER 2024

**If you have any issues with this employment agreement including:**

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

**Contact your delegate or APEX**

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Fax	(09) 579 6213
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Website	www.apex.org.nz



**And**

**Southern Community Laboratories**

**Collective Agreement**

**1 July 2023 to 30 September 2024**



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**APEX Inc and  
SOUTHERN COMMUNITY LABORATORIES Ltd.**

**LABORATORY WORKERS  
COLLECTIVE EMPLOYMENT AGREEMENT**

**RESPONSIBILITIES OF THE PARTIES**

The parties agree to act in good faith and the employer to act as a good employer.

The employer shall comply with the provisions of the Health and Safety at Work Act 2015 concerning safety, health, and welfare matters. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken. Attention is also drawn to the employer's policies and procedures on health and safety.

It shall be the responsibility of the employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.

It shall be the responsibility of the employee(s) covered by this agreement to work safely and to report any hazards, accidents, or injuries as soon as practicable to her/his supervisor.

The employee(s) employed under this agreement shall undertake all reasonable and lawful duties of the employer where such work is carried out as part of the employer's business and provided that such is consistent with the employee(s) terms and conditions of employment, and the employee(s) has sufficient skills/competencies to undertake such work or alternatively she/he is working under supervision.

The employee(s) shall keep up to date with appropriate new job techniques/ professional practices in order to provide the best possible service to the benefit of the employer's clients and patients. The employer shall encourage and support this process where appropriate.

The employee(s) shall comply with the employer's policies and procedures which the employer operates or instigates for the orderly conduct of business. The employee(s) shall be consulted regarding any additions/amendments to these policies and procedures.

## PART ONE – APPLICATION OF COLLECTIVE EMPLOYMENT AGREEMENT

Parties to this collective agreement shall be:

- Canterbury SCL Ltd
- Southern Community Laboratories Ltd
- Medlab South Ltd
- SCL Otago Southland Code Services Ltd
- SCL Otago Southland Services Ltd
- Wellington SCL Ltd

(Herein after referred to as the ‘employer’),

And

- APEX Inc (Herein after referred to as the “union”).

### 1.0 COVERAGE

1.1 The parties agree that any new employee, whose work is covered by this agreement and who is engaged by the employer between the date this collective agreement is signed 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.

1.2 This collective agreement shall apply to all employees who are employed or engaged to be employed to supervise or perform pathology tests and/or associated duties in the laboratory service including Information Technology (staff whose primary function is Information Technology support within the laboratory), the collection of specimens, specimen reception and related clerical work, and any employee substantially employed as one of the aforementioned but whom may from time to time use different titles including but not restricted to the following designations:

- Head of Department
- Second in Charge (2IC)
- Medical Laboratory Scientist
- Medical Laboratory Scientist (Provisional Registration)
- Supervising Medical Laboratory Technician
- Medical Laboratory Technician
- Medical Laboratory Technician (Provisional Registration)
- Medical Laboratory Typists
- Mortuary Technicians
- Medical Laboratory Pre Analytical Technician
- Medical Laboratory Pre-analytical Technician (Provisional Registration)
- Phlebotomist
- Trainee Patient Services
- Trainee Laboratory Services
- Trainee Specimen Services

## 2.0 INTERPRETATIONS

In this Agreement, unless the context otherwise requires:

**“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.

**“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.

**“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/available.

**“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.

**“Intern”** means a person who has completed their BMLS degree and is still meeting their work experience requirements to gain registration as a Medical Laboratory Scientist. This includes employees holding an annual practicing certificate with restrictions.

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

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

**“Medical Laboratory Typist”** means a person who is employed to transcribe the results of tests undertaken in any part of the laboratory

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

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

**“Phlebotomist”** means a person who collects blood and other specimens as requested by an authorised referrer and who holds full registration with the Medical Sciences Council as a Medical Laboratory Technician.



**“Trainee Laboratory Services” or “Trainee Patient Services” or “Trainee Specimen Services”** means a person employed in a position for which the employer will require full registration by the Medical Sciences Council and who is studying towards provisional registration.

**“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

**“SCL-Code”** means the SCL Otago Southland Code Services Ltd collective agreement dated 1 July 2010 to 30 June 2012. Where provisions specifically refer to this agreement, it identifies terms and conditions that apply to those employees previously employed under this agreement.

**“SCL-MECA”** means the SCL Otago Southland Services Ltd and Southern Community Laboratories Ltd collective agreement dated 1 July 2010 to 30 June 2012. Where provisions specifically refer to this agreement, it identifies terms and conditions that apply to those employees previously employed under this agreement including new employees employed following the ratification of that collective agreement.

**“WSCL-CA”** means the Wellington SCL collective agreement dated 1 July 2015 to 30 June 2016. Where provisions specifically refer to this agreement, it identifies terms and conditions that apply to those employees previously employed under this agreement.

**“Service”** means:

- (i) For all existing employees, the aggregate of any individual employee’s service that has been recognised for various purposes at the commencement date of this Agreement, and
- (ii) For employees employed after the commencement date of this agreement, current continuous service with Healthscope.
- (ii) For the purposes of establishing a remuneration level the employer will consider all relevant experience be this in a non-laboratory health setting (e.g. phlebotomy in a medical practice) or a laboratory setting outside of the health sector (e.g. a university laboratory).



## PART TWO - PROVISIONS RELATING TO HOURS OF WORK AND REMUNERATION

### 3.0 HOURS OF WORK

#### 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 employees continued fitness to work safely during normal hours of work. If possible fatigued employees shall be authorised to not attend duty or finish their normal duty early without loss of pay for any period of authorised absence.

- 3.1 The parties agree to apply the following hours of work clause. However in the event of a dispute concerning the manner in which change to hours of work occurs or the actual change, the provisions of schedule D shall take precedence over this clause.
- 3.2 Unless as provided for in 3.2.1, 3.2.2 or 3.2.3, 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.
  - 3.2.1 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.
  - 3.2.2 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.
  - 3.2.3 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.
- 3.3 Where the employer wishes to change the hours of work of an employee, or group of employees, the employer will in the first instance put a written proposal to affected staff that will form the basis for discussion.
- 3.4 Employees have the right to seek the advice of APEX or have APEX act on their behalf before signing any such agreement.
- 3.5 If agreement cannot be reached through this process, the employer will initiate consultation in good faith with APEX within two weeks (or longer by mutual agreement) of the proposal being put to members, and if necessary, either party can seek the assistance from mediation services.
- 3.6 Should there fail to be agreement after the process outlined above, the employer has the right to alter rosters giving the employees concerned 12 weeks' notice.
- 3.7 Rosters will be notified to those involved not less than 28 days prior to the commencement of the roster provided that less notice may be given in exceptional circumstances.

3.8 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 that where an employee works a rostered shift of 5½ hours, at the request of the employee the meal break may be taken at the end of the rostered shift.

4.4 During the meal break or rest breaks prescribed above, free tea; coffee, milk and sugar shall be supplied by the employer.

4.5 Rest breaks of 15 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.

4.6 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

#### **4.7 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 \$9.41 or at the option of the employer, be provided with a meal.

## 5.0 SALARIES AND WAGES

### 5.1 Medical Laboratory Scientists

A Medical Laboratory Scientist shall receive an hourly wage rate approved by the employer for the position held.

Step	4/07/2022	Annual	3/07/2023	Annual
Merit7	47.775	99,659	50.403	105,139.876
Merit6	46.049	96,059	48.582	101,341.416
Merit5	44.611	93,058	47.065	98,176.766
Merit4	43.171	90,054	45.568	95,054.000
Merit3	41.732	87,053	44.129	92,053.000
Merit2	40.293	84,051	42.690	89,051.000
Merit1	39.426	82,242	41.823	87,242.000
MLS8	38.374	80,049	40.771	85,049.000
MLS7	36.433	76,000	38.830	81,000.000
MLS6	34.628	72,234	37.025	77,234.000
MLS5	33.416	69,706	35.813	74,706.000
MLS4	32.205	67,180	34.602	72,180.000
MLS3	30.780	64,207	33.177	69,207.000
MLS2	29.641	61,831	32.038	66,831.000
MLS1	28.500	59,452	30.897	64,452.000
MLS Intern	25.651	53,507	28.047	58,507.000

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

**Merit Step** - Progression to the Merit Scales is dependent on the job content and responsibilities of the position held, the employee's level of performance and availability of additional responsibilities as recommended by the Head of Department, GM and approved by the CEO.

**Auto Steps** – Progression between Medical Laboratory Scientist Intern (provisional registration) step and MLS 1 shall be after 6 months subject to the employee achieving full registration as Medical Laboratory Scientist with the Medical Sciences Council. Progression from MLS 1 to MLS 8 shall be by annual increment providing that the level of competency and that the required performance standards are maintained. Commencement scales shall be subject to previous relevant experience.

Appointment of a Trainee to a Scientist scale shall in all cases be dependent on the employer having a vacant established position for a Scientist. Where there is no position for a Scientist any such employee who continues in employment shall be entitled to be paid at Step Q5 on the Technicians Scale pending appointment to a vacant Scientist position.

## 5.2 Technician, Assistant and Administration Scales

A Medical Laboratory Assistant, a Medical Laboratory Technician, a Medical Laboratory Pre Analytical Technician, a Phlebotomist and Administration staff shall receive an hourly wage rate approved by the employer for the position held.

### Technician, Assistant and Administration Scale

Step	4/07/2022	Annual	3/07/2023	Annual
M4	32.810	68,442	35.207	73,442.000
M3	31.371	65,440	33.768	70,440.000
M2	30.079	62,745	32.476	67,745.000
M1	29.000	60,494	31.397	65,494.000
Q5	28.000	58,408	30.397	63,408.000
Q4	25.933	54,097	28.330	59,097.000
Q3	25.079	52,314	27.476	57,314.000
Q2	24.223	50,530	26.620	55,530.000
Q1	23.498	49,017	25.895	54,017.000
Provisional rate or 12 months	23.000	47,978	25.397	52,978.000
Entry	22.700	47,352.200	25.097	52,352.200

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

**Merit Step** - Progression to the Merit Scales is dependent on the job content and responsibilities of the position held, the employee's level of performance and availability of additional responsibilities as recommended by the Head of Department, GM and approved by the CEO.

For Medical Laboratory Technicians, Phlebotomists and Medical Laboratory Pre Analytical Technicians, merit steps are M1 to M4. For Administration staff merit steps are from Q2 to M4

### Progression

**Trainee's Technician Scale:** All staff will commence employment on the Entry step. Staff will progress to the "Provisional Registration" (PR) step upon obtaining their provisional registration with the MSCNZ. Or after 12 months continuous service. Staff will progress to the Q1 step on obtaining full registration and full APC issued by the MSCNZ.

**Medical Typists and other Administration staff:** all staff will commence employment on the Entry step. Subject to satisfactory performance they shall move to the PR step on their first anniversary and the Q1 step on their second anniversary. All steps beyond Q1 are considered Merit steps for Medical Typists and Administration staff.

A trainee Patient Services/Laboratory Services/Specimen Services who gains registration and a Laboratory Assistant who passes their QMLPAT shall be appointed to Step Q1, irrespective of their current step within the scale, from the date of their full registration.

A Medical Laboratory Pre Analytical Technician, a Medical Laboratory Technician or a Phlebotomist shall be appointed to Step Q1 and shall progress by automatic annual increments between Step Q1 and Step Q5 providing that the level of competency and the required performance standards are maintained.

- 5.3 Where a Medical Laboratory Technician is rostered to work 50% or more of their rostered duties outside the hours of 0730 to 1730 Monday to Friday in the department without direction on those shifts on a regular basis, they shall be paid no less than step Q4. 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 M2 of this scale.
- 5.4 The employer acknowledges that it is their responsibility to provide adequate supervision as per the provisions of the HPCAA Act 2003 and MLSB Policy 2004 "Definition of the Profession of Medical Laboratory Science" and any subsequent relevant policies.
- 5.6 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.
- 5.7 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.
- 5.8 An allowance of \$26.14 shall be paid to a medical laboratory employee each time they are required to assist in carrying out a post mortem.

#### **5.9 Mortuary Technician**

The following scale and progression criteria applies to Mortuary trainee Technicians and Mortuary Technicians

The progression steps below align with the skills and competencies required for Technicians at Wellington Mortuary.

#### **Progression**

Employees who meet the appropriate progression criteria below shall only progress 1 step per annum up to the appropriate level.

Trainees/ Medical Laboratory Technician (Provisional Registration):  
Step 1, 2 and 3. Progression shall be by automatic annual increment.

Medical Laboratory Technician (Mortuary): Steps Q1 to Q3. Appointment to Step Q1 shall be upon full registration and full APC with the Medical Sciences Council of NZ. Progression from Step Q1 to through Step Q3 shall be by automatic annual increment providing that the level of competency and the required performance standards are maintained.

## Merit steps

Progression to and up merit steps M1 to M3 is dependent on the job content and responsibilities of the position held, the employee's level of performance and availability of additional responsibilities as recommended by the Laboratory Manager, GM and approved by the CEO.

### Mortuary Scale

Step	4/07/2022	Annual	3/07/2023	Annual
M3	33.775	70,454	36.172	75,454.000
M2	32.113	66,987	34.510	71,987.000
M1	31.188	65,058	33.585	70,058.000
Q3	30.127	62,845	32.524	67,845.000
Q2	29.047	60,591	31.443	65,591.000
Q1	27.256	56,855	29.652	61,855.000
3	25.895	54,017	28.292	59,017.000
2	24.954	52,054	27.351	57,054.000
1	24.071	50,212	26.468	55,212.000

## 6.0 OVERTIME AND PENAL TIME

6.1 Overtime is time worked at the request of the employer in excess of 40 hours in any week or eight hours in any day, unless mutually agreed otherwise between the employer and the employee.

### 6.2 Overtime

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

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

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

### 6.3 Penal rates

Penal time is time other than overtime, worked within ordinary hours of work on a Saturday or Sunday. Penal Time shall be paid to employees at the following rates in addition to ordinary rates of wages:

6.3.1 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.

- 6.3.2 From midday Saturday to midnight Sunday/Monday at time one of the normal hourly rate of pay (T1).
- 6.3.3 On public holidays at the normal hourly rate of pay (T1)
- 6.4 Overtime and penal time shall not be paid in respect of the same hours.
- 6.5 **Night Allowance**
- 6.5.1 Night rate – An employee whose normal hours of duty fall between 2000 hours and 0600 hours will be paid at a rate of T0.5 in addition to normal salary for all hours which so fall at a rate that is to be calculated on the ordinary time hourly rate.
- 6.5.2 Night rate is not to be paid when overtime is being worked or a penal rate/duty allowance is payable.

## 7.0 MINIMUM BREAK BETWEEN SPELLS OF DUTY

- 7.1 A break of at least nine consecutive hours must be provided whenever possible during the fifteen hours that immediately precede the start of a duty of a full shift or more.
- 7.2 Periods of a full shift or more include:
- (i) Periods of normal rostered work; or
  - (ii) Periods of overtime that are continuous with a period of normal rostered work; or
  - (iii) Full shifts of overtime/call-back duty.
- 7.3 This requirement to provide a break wherever possible applies whether or not any additional payment will apply under the provisions of this clause.
- 7.4 If a break as required under clause 7.1 above cannot be provided between periods of qualifying duty, the duty is to be regarded as continuous until a break of at least nine continuous hours is taken and it shall be paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime which precedes it.
- 7.5 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 a nine-hour break shall be paid at ordinary time rates. Any absence after the ninth continuous hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.
- NOTE:** If a call back of less than a full shift is worked during the fifteen hours immediately preceding a full shift or more a break of nine continuous hours must be provided either before or after the call back. If such a break has been provided before the call back it does not have to be provided afterwards as well except that those employees who are called back between 2400 hours and 0500 hours must also be provided with a break of nine continuous hours after the call back unless otherwise mutually agreed.
- 7.7 The requirement to provide a break wherever possible applies whether or not any additional payment will apply under the provisions of this clause.
- 7.8 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.



## 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 per hour or part thereof as per the following table:

Weekends / Public Holidays	\$10.00
All other times	\$8.00

For the purposes of this clause a “weekend” is defined as midnight Friday/Saturday to Midnight Sunday/Monday

8.1.2 Employee(s) on call shall have the use of a Company vehicle or be paid a vehicle allowance at the prescribed IRD rate, and have the use of a cell phone while on call duties.

8.1.3 Should the employee be unable to use a cell phone, 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.

## 8.2 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 overtime 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 Call-backs shall not be rostered.

## 9.0 HIGHER DUTIES ALLOWANCE

9.1 Where an employee is temporarily appointed or seconded to a higher graded position for a period of 5 or more consecutive working days the employee will receive a higher duties allowance for the whole period of that appointment. When an employee is required to undertake higher duties they will be notified in writing and the appropriate form will be sent to payroll authorising the higher duty payment.

NOTE: For the purposes of this clause ‘working days’ shall be inclusive of up to one public holiday should one occur during the calendar week of the Higher Duties.

9.2 The higher duties allowance payable shall be the equivalent of a 10% loading on the base salary of the individual performing the higher duties.

## **10.0 RETIRING GRATUITIES**

Retiring gratuities shall apply as per the employee's collective agreement, which was in place on 31 December 2012 (as per Schedule C).

## PART THREE - PROVISIONS RELATING TO LEAVE

### 11.0 PUBLIC HOLIDAYS

- 11.1 The following shall be paid public holidays if they fall on a day that would otherwise be a working day for the employee:
- The day after New Year's Day
  - New Year's Day
  - Waitangi Day
  - Good Friday
  - Easter Monday
  - ANZAC Day
  - Sovereign's Birthday
  - Labour Day
  - Christmas Day
  - Boxing Day
  - Matariki
  - Applicable Anniversary Day
- 11.2 Where Christmas Day, Boxing Day, New Year's Day, 2<sup>nd</sup> 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 2<sup>nd</sup> January actually falls then that Boxing Day or 2<sup>nd</sup> 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.
  - Any employee who is required to work on New Year's Day, 2<sup>nd</sup> of January, Christmas Day, Boxing Day, Waitangi Day or ANZAC Day when those holidays fall on a Saturday or Sunday and is required to work on the days on which they are observed shall receive the public holiday penal payment for the actual days on which they fall, the weekend penal payment for the days on which they are observed and a day in lieu for each public holiday worked.
- 11.3 The employee agrees to work on public holidays if requested to do so.
- 11.4 If 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.
- 11.5 If the employee is required to work or is on call on a public holiday the employee(s) is also entitled to an alternative day's holiday.
- 11.6 If the employee is entitled to an alternative holiday it is to be a whole working day off to be taken on a day agreed by the employer and the employee. If no agreement is reached, then

the employee may within 12 months of becoming entitled to the alternative holiday determine when the day is to be taken (having taken into account the employer's view and given not less than 14 days' notice). After 12 months the employer may determine when the alternative holiday is to be taken having given the employee not less than 14 days' notice or the parties may agree that the alternative holiday be exchanged for a payment to be agreed

- 11.7 Public Holidays falling during leave, time off, or off duty days will be taken and paid for in accordance with The Holidays Act 2003.
- 11.8 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.
- 11.9 **This clause shall only apply to employees employed under the "SCL-code", MedLab South employees at Christchurch, and employees at Timaru, Nelson and Marlborough.** 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) they shall be paid all public holidays)

## 12.0 ANNUAL LEAVE

- 12.1.1 After the end of each completed 12 months of continuous employment with the employer, employees shall be granted leave of absence on full pay in respect of each leave year as follows: such holidays are to be paid and taken in accordance with the Holidays Act 2003.

With under six years' continuous service	4 weeks (20 days)
With six or more years' continuous service	4.4 weeks (22 days)
With seven or more years' continuous service	4.6 weeks (23 days)
After the completion of 8 years continuous service	5 weeks (25 days)

### Conditions

- 12.2 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.
- 12.3 The term "leave year" means the year ending with the anniversary date of the employee's appointment.
- 12.4 For the purpose of this clause, service is as defined in clause 2.0.
- 12.5 Annual holidays are to be taken within 12 months after the date on which employees entitled to them and at a time agreed between the employer and the employee. If no agreement is reached, the employer may require employees to take annual holidays on not less than 14 days' notice but shall endeavour to give 28 days' notice where practicable. If employees so elect then employees are entitled to at least 2 weeks of such annual holidays in a continuous period.
- 12.6 The employer and APEX agree that holiday pay is to be paid in the pay that relates to the period during which the holiday is taken.

- 12.7 The employer may permit the employee(s) to take annual leave in one or more periods or anticipate any entitlement provided it is approved in writing by the employer 28 days before being taken. A shorter time may be agreed between the employer and the employee.
- 12.8 The employer may permit all or part of the annual leave accruing in respect of a leave year to be postponed to the following year, but the annual leave entitlement at any one time shall not exceed the total annual leave accruing in respect of two leave years.
- 12.9 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.
- 12.10 When an employee ceases duty, salary shall be paid for accrued annual leave and the last day of service shall be the last day of such work.
- 12.11 Every part-time employee will be paid their annual leave entitlements as prescribed by the Holidays Act.
- 12.12 Casual employees shall be paid as per the Holidays Act.
- 12.13 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.
- 12.14 Leave Without Pay in Relation to Annual Leave Entitlement. SCL-Code, MLSouth employees at Christchurch, and Timaru, Nelson and Marlborough employees only.**  
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.
- 12.15 Extra Leave for Shift Employees (this clause shall not apply to the Christchurch site):** "Shift work" that meets any of the following criteria qualifies for additional leave as provided for in the table below.
- 12.15.1** (a) Any shift work:
- (i) that involves the individual working at least two hours outside the hours of 0800 to 1700 hours, and
  - (ii) is rotating, alternating or occasional, and
  - (iii) the work is performed by two or more employees over a span that extends over at least 13 continuous hours.

OR,

(b) where the majority of hours worked by an individual employee fall between 0000 and 0800.

**NOTE:** Permanently worked shifts, (i.e the same shift worked by an employee on a continuous and indefinite basis) which is rostered but is not alternating, rotating or occasional, do not qualify for additional leave except as provided for in (b) above.

Leave shall accumulate on the basis of the table below:

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

NOTE: Where eleven or more but fewer than twenty-one qualifying shifts are worked in one year then that number of shifts will continue to count for the purposes of leave calculation in the following year, but will not count beyond that second year.

## **13.0 SICK LEAVE**

### **13.1 Conditions**

- 13.1.1 Where an employee is granted leave of absence because of sickness or injury not arising out of and in the course of employment (in this clause referred to as "sick leave"), the employee shall be entitled to payments at the relevant daily pay.
- 13.1.2 On appointment with the employer, a full time employee shall be entitled to five working days sick leave on relevant daily pay. On completion of each subsequent six months, he/she shall be entitled to a further five working days, with a maximum entitlement of 90 working days.
- 13.1.3 If requested the employee agrees to provide a medical certificate or other proof of sickness or injury:
- after three calendar days leave for paid leave (unless the employer has reasonable grounds for suspecting that there is no sickness or injury in which case the employer may require the certificate or proof before then but at the employer's cost);
  - at any time for any additional sick leave granted by the employer whether paid or unpaid.
- 13.1.4 The employee will notify the employer as soon as practicable after the employee becomes aware that the employee will not be able to attend work for any reason including sickness or bereavement.
- 13.1.5 Sick leave is to be debited on an hour for hour basis.
- 13.1.6 Part-time employees are entitled to sick leave on a pro rata basis but not less than the minimum provided for under the Holidays Act 2003.
- 13.1.7 Where the employer has reasonable grounds to believe that sickness or injury compromises an employee's ability to perform their job, the employee shall undergo a medical examination if requested to do so by the employer. The examination shall be conducted by suitably qualified medical practitioner or specialist at the employer's expense.
- 13.1.8 The employer has the discretion to grant leave in excess of the above-prescribed limits.

## **13.2 Sickness at Home**

- 13.2.1 The employer may grant an employee leave on payment at ordinary base rates (T1 only) as a charge against sick leave entitlement when the employee must stay at home to attend to a family member or member of the household who through illness becomes dependent on the employee. This person would in most cases be the employee's child or partner but may be another member of the employee's family or household.
- 13.2.2 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.
- 13.2.3 The production of a medical certificate or other evidence of illness may be required.

## **13.3 Sick Leave in Relation to Annual and Long Service Leave**

- 13.3.1 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.
- 13.3.2 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.
- 13.3.3 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.

## **13.4 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.

## **14.0 FAMILY VIOLENCE LEAVE**

- 14.1 In accordance with the Holidays Act 2003, if you are affected by family violence you will be entitled to a maximum of 10 days paid leave each year (Family Violence Leave) after six months continuous employment. At the Company's discretion Family Violence Leave may also be granted in the first six months of employment. You are entitled to Family Violence Leave regardless of how long ago the family violence occurred and even if the family violence occurred before you became an employee. You must notify the Company as early as possible before you are due to start work of the intention to take Family Violence Leave, or if that is not practicable, as soon as possible after that time.
- 14.2 In accordance with the Employment Relations Act 2000, if you qualify for Family Violence Leave under this clause, you may also request, in writing, a short-term (up to two month) variation of your working arrangements for the purpose of assisting you to deal with the effects of being affected by family violence. The request may include changes to hours, days of work, location and duties of work. The Company will respond to a request no later than 10 working days after receiving it.
- 14.3 Unused Family Violence Leave does not carry over from year to year and is not paid out on termination of employment.



## 15.0 PARENTAL LEAVE

### 15.1 Statement of Principle

The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave.

15.2 Parental Leave is Leave without Pay

### 15.3 Entitlement and eligibility

Provided that the employee assumes or intends to assume the care of the child born to or adopted by them or their partner, and includes Home For Life and Whāngai arrangements, the entitlement to parental leave is:

- (a) In respect of every child born to them or their partner;
- (b) In respect of every child up to and including six years of age, adopted by them or their partner; including Home for Life and Whāngai arrangements.
- (c) Where two or more children are born or adopted at the same time, for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.

- 15.4
- (a) Parental leave of up to 12 months is to be granted to employees with at least one year's service at the time of commencing leave.
  - (b) Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave.
  - (c) Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer.
  - (d) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer.

15.5 In cases of adoption of children of less than six years of age, parental leave shall be granted in terms of 15.3 and 15.4 above, providing the intention to adopt is notified to the employer immediately following advice from the relevant agency to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an approved adoption placement shall be provided to the employer's satisfaction.

15.6 Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner certifying the expected date of delivery. The provision may be waived in the case of adoption.

15.7 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.

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

### 15.9 Job Protection

15.9.1 Subject to 15.10 below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:

- (a) At the equivalent salary, grading;
- (b) At the equivalent weekly hours of duty;
- (c) In the same location or other location within reasonable commuting distance; and
- (d) Involving responsibilities broadly comparable to those experienced in the previous position.

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

## **15.10 Options**

15.10.1 The employer must, as a first preference, hold the employee's position open or fill it temporarily until the employee's return from parental leave. In the event that the employee's position is a "key position" (as defined in section 41(2) of the Parental Leave and Employment Protection Act 1987), the employer may fill the position on a permanent basis.

15.10.2 Where the employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 15.9 above) is not available, the employer may approve one of the following options:

- (a) An extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or
- (b) An offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 15.10.2 above for up to 12 months; or
- (a) 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 15.10.2 above for up to 12 months; Provided that, if a different position is accepted and within the period of extended parental leave in terms of 15.10.2(b), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or
  - a. Where extended parental leave in terms of 15.10.2(a) above expires, and no similar position is available for the employee, the employee shall be declared surplus under Clause 27.0 of this Agreement.

15.11 If the employee declines the offer of appointment to the same or similar position in terms of subclause 15.9.1 above, parental leave shall cease.

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

## **15.13 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.

**15.14 Lump Sum Payment:** A lump sum payment may apply as per schedule E.

**15.15 Reappointment after absence due to childcare:** This provision may apply as per Schedule E

## **16.0 BEREAVEMENT/TANGIHANGA LEAVE**

- 16.1 The employer shall approve bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). Employees shall be entitled to
- 7 days bereavement leave (pro-rata for part-time but no less than 3 days) on the death of a spouse/partner, a parent or child;
  - 7 days bereavement leave (pro-rata for part-time but no less than 3 days) in the circumstance the employee has a miscarriage or stillbirth and the employee:
    - Is the person's partner
    - Is the person's former partner and would have been a biological parent of a child born as a result of the pregnancy
    - Had agreed to be the primary carer of a child born as a result of the pregnancy (e.g. through a formal adoption or a whangai arrangement)
    - Is the partner of a person who had agreed to be the primary carer of a child born as a result of the pregnancy
  - 3 days bereavement leave on the death of a grandparent, grandchild, a brother or sister, spouse/partner's parent or grandparent;
  - 1 days bereavement leave on the death of any other person that the employer accepts as being bereavement for the employee
  - Additional bereavement leave shall be at the discretion of the employer including consideration of any travel time.
- 16.2 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 16.1 above. This provision will not apply if the employee is on leave without pay.
- 16.3 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner.

## 17.0 LONG SERVICE LEAVE

### PURPOSE:

Long service is granted to recognise your loyalty and to celebrate an extended employment relationship. It is an automatic entitlement granted after 15 years of service.

The Employer will recognize Long Service in a graduated fashion in the following manner:

<b>After 15 years</b>	➤ 10 days (two weeks) long service leave
<b>After 20 years</b>	➤ 10 days (two weeks) long service leave
<b>After 25 years</b>	➤ 10 days (two weeks) long service leave
<b>After 30 years</b>	➤ 20 days (four weeks) long service leave
<b>After 35 years</b>	➤ 20 days (four weeks) long service leave
<b>After 40 years</b>	➤ Service of 40 years or over shall be recognised and celebrated, and will be at the discretion of management

To celebrate the long service of employees the company will hold an annual function (in areas where long service has occurred) to recognise such service, organised in conjunction with site delegates.

Long Service Leave must be taken within five years of it becoming due, and must be for a minimum of two weeks at one time. It cannot be “converted” into cash. Failure to take long service leave without prior arrangement within the specified time may result in it being forfeited.

Part time service is treated on a pro-rata basis.

Long service entitlement is granted based on the current hour worked at the time of qualification, i.e. if now working part time, but previously worked full time, it would be calculated based on the current part time hours worked, or if now full time, but some previous service was part time, it would be calculated on a full time basis.

## 18.0 LEAVE WITHOUT PAY

The employee(s) are able to take leave without pay in accordance to Company Leave Policy.

## 19.0 JURY SERVICE AND WITNESS LEAVE

19.1 If an employee is required to undertake jury service or appear as a witness, the difference between the fees (excluding reimbursing payments) paid by the Court and the employees expected pay for scheduled work shall be made up by the employer for a maximum of up to one weeks jury service or witness leave in any one calendar year, provided that:

19.1.1 The employee returns to work immediately on any day they are not actually serving on a jury or appearing as a witness, and

19.1.2 The employee produces the Court expenses voucher to the employer.

19.2 Additional payments for time off work for jury service or witness leave in excess of one week in a year may be made at the employer's discretion.

## **20.0 UNION REPRESENTATIVE'S EDUCATION LEAVE**

The employer shall grant leave on pay annually for members of APEX to attend courses authorised by the Minister of Labour 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

## PART FOUR - TERMS OF EMPLOYMENT AND OTHER PROVISIONS

### 21.0 PROTECTIVE EQUIPMENT AND INJURY

#### 21.1 Workplace Injury and Rehabilitation

- 21.1.1 Where an employee is suffering from an injury as result of a work related accident and as part of their rehabilitation, as approved by the employee's medical practitioner or specialist, the employee shall return to work to undertake such alternative duties (either full time or part time basis) as are available.
- 21.1.2 Where alternative duties are provided to any employee as part of their rehabilitation the employer will consult with the employee(s) over the conditions of employment that relate to the alternative duties, including pay rates that shall apply. This does not prevent the employer setting employment conditions more advantageous to the employee.
- 21.1.3 At the employer's request the employee shall be required to attend a medical examination by a doctor nominated by the employer, paid for by the employer.

#### 21.2 Personal Protective Equipment

- 21.2.1 It is a condition of employment that safety equipment and clothing required by the employer to be worn or used by the employee must be worn or used and that safe working practices must be observed at all times.
- 21.2.2 Where employee(s) are required to wear uniforms and/or protective clothing on duty in addition to normal work dress, such uniforms/protective clothing shall be of an approved standard and design/style as determined by the employer and provided by the employer. The PPE designated by the employer is to protect the employee and their clothing from hazards within the workplace. The employer will specify items covered by this clause.
- 21.2.3 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.

### 22.0 ALLOWANCES

#### 22.1 Shoe, stocking and laundering allowances

- 22.1.1 **Timaru, Nelson and Marlborough employees** 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 \$140.01 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 \$34.37.

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

- 22.1.2 **(SCL-MECA and WSCL employees)** All items of uniforms and protective clothing supplied by the employer shall be laundered or dry-cleaned at the employer's expense, as and when required by the employer or at the employer's discretion the employee(s) shall launder their own uniforms and shall be paid \$6.00 per week or \$1.20 per day for part time employees

- 22.1.3 **(SCL-Code employees)** 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 employee that does not have this provision in their agreement that was in force immediately prior to this agreement.

## 22.2 Overnight Allowance

Where the employer requires the employee(s) to stay overnight on the employer's business and in the course of his/her employment the employee shall be paid in accordance with the employer's Travel and Accommodation Policy as per Schedule A attached to this agreement.

## 23.0 REFUND OF ANNUAL PRACTISING CERTIFICATE AND RECERTIFICATION

- 23.1 Where an 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.
- 23.2 The employer accepts responsibility for providing the necessary resources and costs to meet the competency requirements of the Health Practitioner Competency Assurance Act. The employer shall reimburse to the employee fees required to enrol in a recognised Continuing Professional Development (CPD) points programme on production of receipt(s).
- 23.3 To assist employees in updating and enhancing their skills, subject to prior approval, the employer will meet the cost of professional development.
- 23.3.1 **Timaru, Nelson and Marlborough employees employed at 18 October 2013 and Christchurch employees employed by Medlab South at 31.3.2012:** Employees who attend CPD on weekends shall receive a day off in lieu of each such weekend day subject to the day in lieu being taken as soon as practicable and no later than within 6 months of the weekend on which the CPD was undertaken.



## **24.0 EMPLOYEE PARTICIPATION**

24.1 The parties recognise that they have a mutual interest in ensuring that laboratory 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 principles for consultation, outlined in the Memorandum of Understanding between the parties signed 4 July 2012. For the purposes of clauses 25.0 and 26.0, the recognised representative shall be the union advocate unless otherwise agreed.

24.2 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. Prior approval for such meetings shall be obtained from management; such approval shall not be unreasonably withheld. The amount of time off and facilities provided shall be sufficient to enable full consideration of the issues.

## **25.0 EMPLOYMENT PROTECTION PROVISIONS**

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

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

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

25.4 The employer, if proposing to enter into a restructuring arrangement that will, or is likely to, affect the union's members, must consult with the union, such consultation to include (but not be limited to)

- (i) the provision of all information relevant to the potential effect of the restructuring on the employment of the union's members;
- (ii) an opportunity to comment on such information before the decision to enter into any restructuring arrangement is made;
- (iii) a reasonable time shall be allowed for consultation process to be enabled.

## **26.0 REDUNDANCY: SCL-MECA, Canterbury SCL employees and all employees employed at all sites after 18 October 2013**

- 26.1 This clause will apply if the employee's position becomes surplus to the requirements of the employer by reason of the closing down or reorganisation of the whole or part of the employer's operations or through the sale of the operations to another business or person.
- 26.2 In the event of redundancy, that is a full-time or part-time employee's position becoming surplus to the needs of the employer notice of 4 weeks shall be given or payment in lieu of notice. Redundancy compensation of 8 weeks base salary shall apply for employees with 12 months or more service. Redundancy compensation shall not apply to casual employees. If redundancy occurs within the first year of service the redundancy calculation shall be pro rata for each completed month of service.
- 26.3 Where the employee(s) is offered an alternative position on substantially similar terms and conditions no entitlement to redundancy compensation shall arise.
- 26.4 If the employee(s) is made redundant the employee will be entitled to:
- Reasonable time off without loss of pay to attend interviews for alternative employment.
  - Upon termination of employment the employer shall, on request, provide the employee(s) with a certificate of service stating dates and capacity of employment.
- 27.0 STAFF SURPLUS: for Medlab South employees (including at Canterbury site) as at 18 October 2013, SCL-Code employees and employees of CCDHB or HDHB as at 31 October 2015:**
- 27.1 When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in subclause 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.
- 27.2 Where an employee's employment is being terminated by the employer by reason of the sale or transfer of the whole or part of the employer's business, nothing in this Agreement shall require the employer to pay compensation for redundancy to the employee if:
- (a) The person acquiring the business or the part being sold or transferred –
- (i) has offered the employee employment in the business or the part being sold or transferred; and
  - (ii) has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and
- (b) 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:
- (i) any service related conditions; and
  - (ii) Any conditions relating to redundancy; and
  - (iii) any conditions relating to superannuation - under the employment being terminated; and

(c) 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:

(i) In the same capacity as that in which the employee was employed by the Employer; or

(ii) In any capacity that the employee is willing to accept.

### 27.3 **Notification**

The employer will advise APEX 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 months' notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

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

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

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

### 27.5 **Options**

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

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

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

### 27.6 **Reconfirmed in Position**

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

### **27.7 Attrition**

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

### **27.8 Redeployment**

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

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

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

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

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

### **27.9 Leave Without Pay**

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

### **27.10 Retraining**

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

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

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

### **27.11 Enhanced Early Retirement**

27.11.1 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 a DHB or contracted out hospital-based Medical Laboratory, and with one or more of the following services:

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

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

27.11.2 Employees engaged 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.

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

27.11.4 The provisions of clause 10.0 (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 Schedule C shall be paid.
- (f) Outstanding annual leave and long service leave may be separately cashed up.

## 27.12 Severance

Payment will be made in accordance with the following:

27.12.1 For Employees engaged prior to 1.5.94 "Service" for the purposes of this subclause 27.12 means total aggregated service with the employing employer, with that employer and one or more other Crown Health Enterprises, HHSs, DHBs, AHBs, Private Medical Laboratory and with one or more of the following services:

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

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

- 27.12.2.1 For employees engaged on or after 1.5.94 "Service" for the purpose of this clause means current continuous service with the employer and a DHB or its predecessor.
- 27.12.3 8.33 Per cent of basic salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment shall only be made where the requisite notice cannot be given. Notice that is of a lesser period than required by this document shall require the employer to pay an amount proportionate to the ungiven period of notice. This payment is regardless of length of service; and
- 27.12.4 12 Per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
- 27.12.5 4 Per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- 27.12.6 Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.
- NOTE: The total amount paid to employees under this provision shall not exceed the basic salary (T1 rate only) the employee would have received between their cessation and the date of their being eligible for government superannuation.
- 27.12.7 If the employee has ten or more years' service, the full retiring gratuity, as set out in the scale contained in Schedule C shall be paid.
- 27.12.8 Employees with not less than eight years' service but less than ten years' service shall be paid two weeks' basic salary (T1 rate only).
- 27.12.9 Employees with not less than five years' service but less than eight years' service shall be paid one-week's basic salary (T1 rate only).
- 27.12.10 Outstanding annual leave and long service leave may be separately cashed up.
- 27.12.11 **Job Search** - The Employer should assist surplus staff to find alternative employment by allowing them a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the Employer being notified of the time and location of the interview before the employee is released to attend it.
- 27.12.12 **Counselling**  
Counselling for affected employees and family will be made available as necessary.

## **28.0 NOTICE**

Unless otherwise stipulated, 4 weeks' notice shall be given by either side; but this shall not prevent the employer from summarily dismissing any employee for serious or wilful misconduct or other just cause. Unless otherwise agreed where the required notice is not given the person terminating the service shall pay or forfeit wages to the value of the unexpired period of notice as the case may require.

## **29.0 ABANDONMENT OF EMPLOYMENT**

When the Employee(s) is absent from work for a continuous period of three days without notification to the Employer or just cause, the Employee(s) shall be deemed to have terminated employment.

## **30.0 DEDUCTION OF UNION FEES**

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

## **31.0 APEX MEETINGS**

Union members shall be permitted to attend at least two (2) union meetings of up to two (2) hours without loss of pay per annum. APEX shall ensure that:

- 31.1 The employer is given at least 14 days' notice of the date and time and place of the meeting.
- 31.2 If the meeting is to be held on the employer's premises, the date and time shall be agreed with the employer.
- 31.3 A list of names of those attending the meeting and the start and finish time of the meeting shall be given to the employer.
- 31.4 Work resumes as soon as practicable after the meeting.
- 31.5 Suitable arrangements are made for sufficient union members to remain available for work during the meeting to enable the employers operation to continue.

## **32.0 PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS**

The following procedure shall apply for resolving employment relationship problems as defined under the Employment Relations Act 2000, which does not include any problem with the fixing of new terms and conditions of employment.

- A personal grievance alleging unjustified dismissal, disadvantage, discrimination, sexual or racial harassment, or duress, may be initiated by the employee (or APEX on behalf of the employee).
- A dispute over interpretation, application or operation of this Agreement may be initiated by either the employee (or APEX on behalf of the employee) or the employer.
- Any other problem relating to or arising out of the employment relationship.



The objective of this procedure is to ensure that the issue is raised at the source of the grievance or dispute so that the issue can be resolved promptly, in-house, if possible, without disruption to the work operations.

### **Step 1 – Informal Discussion**

The person initiating the process must discuss the matter with the parties immediately affected in an attempt to resolve the problem informally.

### **Step 2 – Written Statement**

If step 1 is unsuccessful, the person initiating the procedure or their representative shall provide the other party with a written statement setting out:

- a) The nature of the grievance or dispute; and
- b) The facts relied upon; and
- c) What remedy they seek for resolution

Time Limit: Where the issue is a personal grievance, the employee must give the employer written notice within 90 days of either the event which gave rise to the grievance, or the event coming to the notice of the employee whichever is the later.

### **Step 3 – Formal Meeting**

A formal meeting must then be arranged within 14 days of receipt of the above statement by the responding party, to attempt to resolve the matter. The terms of any agreed resolution shall be recorded in writing and signed by the parties.

### **Mediation**

Where the initiating party has been unable to resolve the matter in-house, they may file their grievance or dispute with the Mediation Service of the Department of Labour. Undue delay at this stage may prejudice the claim.

### **Employment Relations Authority**

Failing resolution in mediation, the matter may be referred to the Employment Relations Authority for investigation and determination. Any decision of the Authority may be appealed to the Employment Court.

### **Alternative Dispute Resolution**

As an alternative to the above steps, the parties may agree, at any stage, to refer the matter to private mediation or arbitration on mutually agreed terms to allow timely resolution at a local level.

## **33.0 TEMPORARY or FIXED TERM AGREEMENTS**

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

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

## **34.0 INDEMNITY**

34.1 The employer will indemnify employee(s) for any liability, whether civil or criminal and including

legal costs associated with any claim or prosecution, which may be incurred by the employee(s) arising out of the performance of his/her duties.

- 34.2 Clause 34.1 will not apply where the employee(s) have acted in any of the following ways:
- a. Outside the scope of his/her authority or contrary to any instruction;
  - b. While under the influence of alcohol or drugs;
  - c. Wilfully, fraudulently, recklessly, or with gross negligence.
- 34.3 The employer will have the right to determine the conduct of any legal defence or course of action which may give rise to the employer's liability pursuant to the above indemnity, except that:
- a. this right will be exercised only in consultation with the employee(s) and the Union, and
  - b. the legal representatives provided shall be directed to give the employee 'Client Status', and
  - c. if the employee or employer identifies a conflict of interest, the employer shall provide the employee(s) with agreed independent legal representation of suitable medico-legal experience, in consultation with the union.
- 34.4 The employer shall also ensure provision of adequate run-off cover for an employee for claims arising after an employee has ceased employment with the employer in respects of acts or omissions during employment.

### **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 provided for in Schedule A.

### **36.0 SAVINGS CLAUSE**

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

### **37.0 VARIATIONS**

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

### **38.0 CONFIDENTIALITY**

The employee(s) shall not utilise or disclose confidential information in regard to the employer's operations, business, clients, or patients acquired by or available to them in the course of their employment, or use such information without the employer's prior authorisation. This shall not prevent the employee(s) from making appropriate ethical/professional disclosures regarding individual patient clinical status and associated legal issues, subject to the provisions of the Privacy Act 1993.

## 39.0 DECLARATION OF UNDERSTANDING AND CO-OPERATION

39.1 The employee(s) declares that all representations made by the employee(s) to the employer regarding suitability for employment, levels of skill, qualifications, experience or any other personal attribute of the employee(s), have been correctly disclosed to the employer and that the employee(s) has not failed to disclose any matter which may have reasonably influenced the employer's decision to employ the employee(s). Any false information provided or failure to disclose any relevant matter shall be grounds for termination of employment.

39.2 The employee(s) shall not undertake secondary employment or any other significant business or community interest without the prior consent of the employer to ensure no conflict of interest arises with the employer's business and to ensure that such other employment or interest does not impair the employee's ability to perform the obligations under this Agreement. The employer shall not unreasonably withhold consent to deny the employee(s) from reasonable participation in any business or community interest.

## 40.0 DEDUCTIONS FROM REMUNERATION

40.1 The employee agrees that the employer may make deductions from pay, holiday pay or other payment due to the employee for the following things:

- overpayment,
- for time the employee is absent from work without good reason,
- debts owed to the employer including for unauthorised expenditure, misappropriation of money or property, default, or for goods,
- as agreed in this agreement or otherwise.

40.2 Where these situations arise the employer shall consult with the employee(s) over any proposed deductions before they are made.

## 41.0 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.

## 42.0 TERM OF AGREEMENT

This Agreement shall be deemed to have come into force on 1 July 2023 and continue in force until 30 September 2024.

**Executed by the parties.**

Dated this \_\_\_\_ day of February 2024

Signed:

AUTHORISED Representative of the  
EMPLOYEE PARTY

AUTHORISED Representatives of the  
EMPLOYER PARTIES

.....  
Deborah Powell  
National Secretary  
APEX

.....  
Anoop Singh  
CEO  
Southern Community Laboratories Ltd

## SCHEDULE A

### TRAVEL and ACCOMMODATION POLICY

#### PURPOSE:

The Employer recognises a responsibility to cover the cost of approved travel costs incurred by staff members in the course of carrying out their duties, or in undertaking approved education and training development within the approved limits. This policy covers the payment or reimbursement of costs incurred for the purpose for travel for company or to attend approved conferences.

#### POLICY:

This policy encompasses all travel including flights, accommodation, rental car hire, taxi fares and private vehicle usage, undertaken on behalf of the employer.

All travel must be approved prior to departure. No staff member may approve his or her own travel arrangements. This approval must comply with the employer's Delegation of Authorities.

All staff members are required to exercise prudent judgement regarding all business expenditure including the cost associated with travel. Wherever possible, the most cost effective travel and accommodation should be used.

Flight and accommodation bookings should be made through the travel co-ordinator at SCL in Dunedin who will source that best price possible. Any amendments to booking or tickets is also to be auctioned by the appropriate travel co-ordinator unless after hours (and urgent).

When requesting the booking of flights, please give as much notice as possible (at least 2 weeks' notice). This will ensure the employer receives the most cost effective travel deal possible.

#### ALLOWANCES:

##### TRANSPORT ALLOWANCE:

Where possible the cheapest form of transport available should be used when travelling on behalf of the company and where appropriate a company vehicle should be used as the first option. If not available the staff members may

- a/ use their own vehicle and claim mileage or use a company fuel card to pay for fuel
- b/ hire a vehicle
- c/ use a taxi

The person will advise on the best option after consultation with their Manager.

When a staff member is covering at other locations the staff member should consider the most cost effective means of travel and consideration should be given as to what can be claimed if travelling to and from a location if covering over a period of time. In these instances travel arrangements should be discussed and authorised by the manager prior to any travel.

Where a staff member uses their own private vehicle, the staff member shall be reimbursed as the rate of 70 cents per kilometre for distances of up to 100 km and thereafter at the rate of 40c per km. These rates apply to the full return trip distance.

#### OVERNIGHT ALLOWANCE:

This allowance is paid where a staff member is required to stay overnight for work purposes or to attend a conference. The company will book and pay for the accommodation including breakfast. The staff member shall be paid an overnight allowance of \$60.00 to cover lunch and an evening meal. No overnight allowance may be claimed if a dinner has been paid for by the company for a staff member who is attending a conference etc. (Any room service charges, phone calls are to be paid by the staff member)

Should a staff member choose to stay privately, an overnight allowance of \$70.00 in total can be claimed.

An authorised Expense Claim Form must be completed and forwarded to the travel co-ordinator for reimbursement. All reimbursement of travel related expenses must be made in accordance within the Reimbursement of Expenses Policy and Training and Development Policy.

## Schedule B - Site 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.

### NELSON AND MARLOROUGH

#### A SHIFT SYSTEMS

Medical Laboratory Scientists and Technicians working rostered rotating shifts throughout the seven days of the week will be paid the \$2972.87 (\$3032.32 effective 1 January 2012) annual allowance in addition to their normal rate of pay, for ordinary hours worked. Shift allowance will be paid pro-rata for part time or employees intermittently working rostered rotating shifts.

Shift patterns and roster changes will involve consultation with staff.

### SOUTHLAND SCL-Code PROVISIONS

#### A PENALTY PAYMENT

Any employee on existing 4.00pm to midnight shift patterns and on call patterns of midnight to 8.00am is entitled to a penalty payment of T2 for all hours worked whilst on shift and call if that employee does not receive a three week break between each period of shift and on call.

#### B EXTRA LEAVE FOR SHIFT EMPLOYEES

Every employee who works a shift of 4pm till midnight will be credited with one hour of annual leave for each shift worked.





## **WSCL-CA** (For all staff employed by CCDHB or Hutt DHB on 31st October 2015)

### **HUTT and CAPITAL & COAST DHBs Wellness Policy (This policy applies to those staff covered by it and employed by CCDHB or HDHB on 31<sup>st</sup> October 2015)**

#### SICK LEAVE

These DHBs 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.

**NB: Employees employed by CCDHB or HDHB prior to 1 November 2015, who were covered by the NZMLWU –DHB MECA (8 August 2014-4 September 2016) shall retain the provisions of that agreement in respect of Long Service Leave.**

## Schedule C – Retiring Gratuities

### Previous Nelson Marlborough DHB employees

- 1 The employer will pay a retiring gratuity to those employees retiring from the work force, who have had no less than ten years' service with the employer, with that employer and one or more other CHE, Area / District Health/Hospital Board, and with one or more of the following services: Health Service, Health Department, University Teaching, Non-teaching service with Universities, MAF, NZESR (formally known as NZCDC), DSIR.
- 2 Notwithstanding 1 above, this clause will not apply to employees employed by the employers on or after 18 May 2001.
- 3 For the purposes of calculating the amount of gratuity which the employer will pay the rate of pay on retirement shall be the basic rates of salary or wages plus adult allowance and dependents allowance. The entitlement is calculated in consecutive days' pay

### Timaru Medlab South Employees

- 1 The employer may pay a retiring gratuity to employees retiring from the employer who have had no less than 10 year's service with the employer, or with the employer or one or more other Hospital/Area Health Board or Crown Health Enterprise and with one or more of the following services: the Public Service or any University in New Zealand. Provided that, for employees engaged after 1 January 1993, only service with Area Health Boards and Crown Health Enterprises shall be recognised
- 2 For the purposes of calculating the amount which the employer may pay, the rate of pay on retirement shall be the basic rate of salary or wages

### SCL-Code Employees Southland

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 HHS and one or more other Hospital/Area Health Boards or CHE and with one or more of the following services: Health Service, Health Department, University Teaching, Non-teaching service with universities, MAF, NZCDC, DSIR.  
  
(1a) Employees employed after 1/4/95 of this agreement shall not be entitled to any gratuity afforded under this clause.
- 2 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.
- 3 For the purposes of calculating the amount of gratuity, which an employer may pay, the rate of pay on retirement shall be the basic rates of salary or wages plus adult allowance and dependents allowance.

### SCL-Code Employees Otago

- 1 The employer shall pay a retiring gratuity to employees who retire and meet the following criteria:
  - i Qualifying age in 12.3 below
  - ii Not less than 10 years continuous service with the employer

- iii The current period of employment commenced on or before 01 February 1999, and has remained continuous since
- 2 Retirement means an intention to leave the paid workforce. At the discretion of the employer, the employee may be required to provide a statutory declaration to this effect.
- 3 Qualifying age:
- (i) Employees are entitled to retire after reaching age 60 years or completing 40 year's service if they:
- a) were aged 55 years or more at 01 April 1992 or
  - b) have been in continuous employment with the Otago DHB and its predecessors since being employed with
    - Cherry Farm Hospital prior to 01 August 1964
    - Department of Health prior to 01 August 1964
    - Public Service prior to 01 August 1964, then continuously with the Department of Health
    - Maniototo, Otago or Vincent Hospital Boards prior to 01 June 1982
    - Waitaki Hospital Board prior to 01 July 1988
    - Waitaki Health District during the period 01 July 1988 to 01 August 1990.
- (ii) Other employees are entitled to retire after reaching age 65 years
- 4 Eligible service
- For employees who commenced their current service with the employer on or prior to 17 May 1993, eligible service shall be all service with the employer, and with one or more of the following services:
- Health Service including previous area health boards, Health Department, university teaching, Non-teaching Service within Universities, MAF, New Zealand Communicable Disease Centre (NZCDC), DSIR.
- For employees who commenced their current employment with the employer after 17 May 1993, service shall be deemed to comprise all periods of employment with the employer and NZCDC.
- 5 Where the employee is within five years of the eligible age for retirement in 12.3 above and is required to leave the paid workforce on medical advice, the employer shall pay a retiring gratuity. The employer may require the employee to provide evidence in support of their claim, including relevant medical reports.
- 6 For the purposes of calculating the amount of gratuity, the rate of pay on retirement shall be the basic rates of salary or wages.
- 7 The parties agree that, in terms of section 30A of the Human Rights Act 1993:
- i the retiring gratuity is a "benefit paid to an employee"
  - ii the employer used "age" on and prior to 01 February 1999 to determine eligibility to the retiring gratuity, and indirectly to calculate the benefit
  - iii the retiring gratuity was a written term of the collective agreement that applied on 01

February 1999.

**WSCL-CA** (For employees who were employed by CCDHB or DHB on 31<sup>st</sup> October 2015)

1. The employer shall pay a retiring gratuity to employees retiring who have had not less than ten years' service recognised as at 10 August 1994.
2. For the purposes of establishing eligibility for a gratuity, total service may be aggregated whether this be part-time or whole-time or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility. Where part-time service is involved the gratuity should be calculated to reflect this.
3. Gratuities shall be paid to the estate of employees who dies before retirement or who dies after retirement but before receiving a gratuity.
4. For the purposes of calculating the amount of gratuity which the employer shall pay, the rate of pay on retirement shall be the ordinary rate of pay only.
5. From 10 August 1994 no further service shall accrue regarding the payment of retiring gratuities.

**For all employees with an entitlement to retiring gratuities under this Schedule C the following shall apply.**

- 1 For the purposes of establishing eligibility for a gratuity, total service may be aggregated, whether this be part time or full time, or a combination of both at different periods. Part time service is not to be converted to its full time equivalent for the purposes of establishing eligibility.
- 2 Where part time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.
- 3 Gratuities will be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of an employee who dies before retirement or who dies 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.
- 4 The calculation of a gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
- 5 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.

**6 Scale of Maximum Gratuities**

<b>Total Period of Service</b>	<b>Maximum Gratuity</b>
Not less than 10 years and less than 11 years	31 consecutive days' pay
Not less than 11 years and less than 12 years	35 consecutive days' pay
Not less than 12 years and less than 13 years	39 consecutive days' pay
Not less than 13 years and less than 14 years	43 consecutive days' pay

Not less than 14 years and less than 15 years	47 consecutive days' pay
Not less than 15 years and less than 16 years	51 consecutive days' pay
Not less than 16 years and less than 17 years	55 consecutive days' pay
Not less than 17 years and less than 18 years	59 consecutive days' pay
Not less than 18 years and less than 19 years	63 consecutive days' pay
Not less than 19 years and less than 20 years	67 consecutive days' pay
Not less than 20 years and less than 21 years	71 consecutive days' pay
Not less than 21 years and less than 22 years	75 consecutive days' pay
Not less than 22 years and less than 23 years	79 consecutive days' pay
Not less than 23 years and less than 24 years	83 consecutive days' pay
Not less than 24 years and less than 25 years	87 consecutive days' pay
Not less than 25 years and less than 26 years	92 consecutive days' pay
Not less than 26 years and less than 27 years	98 consecutive days' pay
Not less than 27 years and less than 28 years	104 consecutive days' pay
Not less than 28 years and less than 29 years	110 consecutive days' pay
Not less than 29 years and less than 30 years	116 consecutive days' pay
Not less than 30 years and less than 31 years	123 consecutive days' pay
Not less than 31 years and less than 32 years	129 consecutive days' pay
Not less than 32 years and less than 33 years	135 consecutive days' pay
Not less than 33 years and less than 34 years	141 consecutive days' pay
Not less than 34 years and less than 35 years	147 consecutive days' pay
Not less than 35 years and less than 36 years	153 consecutive days' pay
Not less than 36 years and less than 37 years	159 consecutive days' pay
Not less than 37 years and less than 38 years	165 consecutive days' pay
Not less than 38 years and less than 39 years	171 consecutive days' pay
Not less than 39 years and less than 40 years	177 consecutive days' pay
Not less than 40 years	183 consecutive days' pay

## SCHEDULE D Hours of work

### For SCL MECA, Canterbury SCL, and all new employees employed after 18 October 2013:

- 3.1 The employee(s) will work the hours and days of work rostered by the employer to provide a 24/7 service to the employers community and public customers. The employee will generally work up to 40 hours per week although employees may be required to work reasonable additional hours at the rates specified in this agreement.
- 3.2 The commencing, finishing times, and the days of the week on which the work is to be performed may vary. Such commencing and finishing times and days of the week will be set out by the employer after consultation with the employee(s). However, the employer may specify such times and days in a roster and wherever practicable at least 28 days in advance of work, but taking into account the needs and work requirements of the employee's particular work area. The employer may implement an alternative roster pattern, provided that the reason for such changes is discussed between the parties to this Agreement during a process of consultation. The minimum break between duties shall be nine hours.

### For MedLab South Employees at 18 October 2013, SCL Code employees, and WSCL-CA staff employed by CCDHB or Hutt DHB on 31<sup>st</sup> October 2015:

- 3.3 Unless as provided for in 3.3.1, 3.3.2 or 3.3.3, 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.
- 3.3.1 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.
- 3.3.2 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.
- 3.3.3 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.
- 3.3.4 Current employees can only have their hours of work altered by agreement. Employees agreeing to alter their hours of work to those specified under 3.3.1, 3.3.2 or 3.3.3 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.
- 3.3.5 Employees have the right to seek the advice of their union or to have the union act on their behalf before signing any such agreement.
- 3.2 Rosters will be notified to those involved not less than 28 days prior to the commencement of the roster provided that less notice may be given in exceptional circumstances.
- 3.3 The normal working week shall commence on Monday at the normal starting time of the employer.



## SCHEDULE E

### Parental Leave Lump sum payment and Reappointment after Absence due to Childcare.

These clauses apply to SCL Code and Timaru, Nelson and Marlborough employees at 18 October 2013 only, and WSCL-CA staff employed by CCDHB or Hutt DHB on 31<sup>st</sup> October 2015:.

#### Lump Sum Payment

- 1 Where an employee, who is entitled to parental leave of up to 12 months, returns to duty before or at the expiration of leave or extended leave and completes a further six months' service, they qualify for a payment equivalent to 30 working days leave on pay, that is at the rate applying for the 30 working days immediately following their ceasing duty.

Provided that, if both male and female partners are employed in the health service and are eligible for the payment, then they are entitled to one and only one payment, and they may choose (after they have qualified) who will receive it.

If employment prior to confinement was part-time, however, payment shall be based on the percentage that such part-time hours bear to whole time employment.

- 2 Where, for reasons pertaining to the pregnancy, an employee, on medical advice and with the consent of the employer elects to work reduced hours at any time prior to confinement, then the calculation of the lump sum payment shall be based on the proportion of full-time employment immediately prior to any such enforced reduction in hours.
- 3 An employee who is absent on parental leave for less than six weeks (30 working days) will receive that proportion of the payment that their absence represents in working days.
- 4 An employee returning from parental leave may request the employer to vary the proportion of full time employment from that which applied before the leave was taken. The granting of such a request shall be at the discretion of the employer, that is the principle of job protection cannot be guaranteed. The calculation of the lump sum payment in these circumstances shall be based on the proportion of full-time employment, which applied before taking leave (excluding any temporary reduction in hours immediately prior to confinement).

#### 5 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.



## What “else” does APEX do?

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

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



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