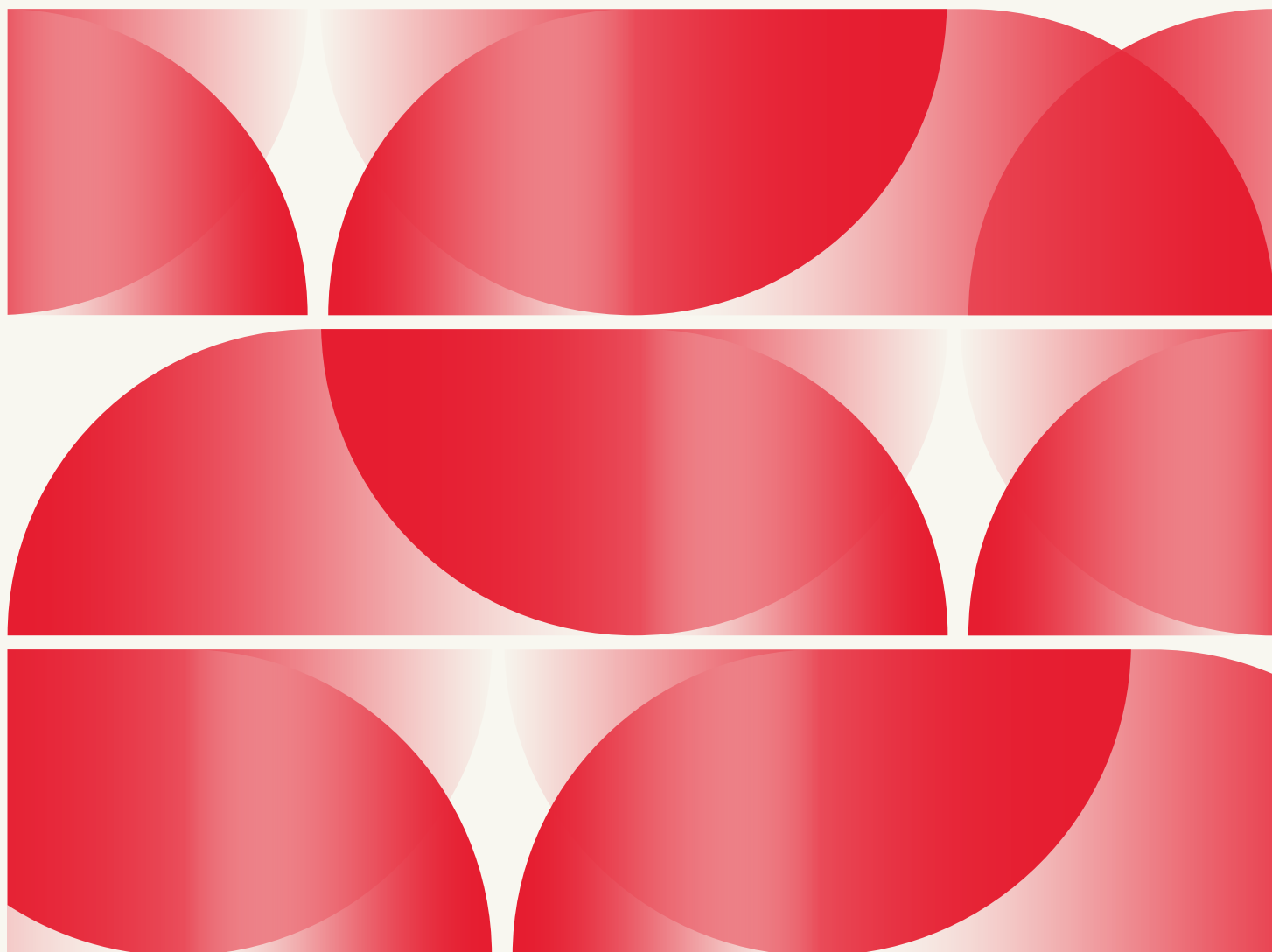


SCIENTISTS AND TECHNICIANS

Collective Agreement



19.11.25 - 20.11.26

SCIENTISTS AND TECHNICIANS

Collective Agreement

between

Labtests Auckland Limited

and



Table of Contents

Part 1 - Preamble	3
Parties and Coverage	3
Parties	3
Coverage	3
Copy of Agreement	4
Dates relevant to Agreement	5
Object	5
Variation	5
Recognition and operation of unions party to the Collective Agreement	5
Our workplace	6
Health and Safety	6
Part 2 – Terms and Conditions	7
Intent of the Parties	7
Confidentiality	7
Terms of Employment	8
Notice Period	8
Wages	8
Deductions	8
Abandonment of Employment	9
Time Keeping	9
Termination of Employment	9
Definitions/Classification of Employees	9
Hourly Wage rates and Annual Pay	11
Rates of Pay	11
Graded Medical Laboratory Scientists	12
Medical Laboratory Scientists	13
Medical Laboratory Technicians	14
Remuneration Progression and Annual Review Process	16
No Pass On Provision	16
Hours of Work	16
Meal and Tea Breaks	17
Standing Rosters	17
Penal Time	17
Night Rates	18
Overtime	18

Callback	18
Oncall	19
Minimum Breaks between Periods of Duty	19
Transport Allowance	20
Protective Clothing, Uniforms, and Dress Codes	20
Public Holidays	20
Annual Holidays	22
Sick Leave	23
Sick leave for employees to care for a dependent	24
Family Violence Leave	24
Bereavement Leave	25
Study Leave	25
Parental Leave	25
Jury Service	25
General Conditions	26
Management of Change	26
Transference of Employment	27
Employee Protection	28
Redundancy	29
Relocation	31
Registration and Annual Practicing Certificate for Laboratory Staff	32
Stopwork Meetings	33
Employing Company	33
Addendum to Agreement	33
Part 3 – Employment Relations Problems	34
Procedure for resolving employment relationship problems	34
Schedule A	36
Grand parented provisions for night rates	36

PART I – PREAMBLE

1. PARTIES AND COVERAGE

1.1 Parties

1.2 The parties to this collective agreement are:

1.2.1 Lab Tests Auckland Limited

1.2.2 APEX Inc

1.3 Subject to Clause 1.4 (Coverage), an employee who joins the union party to this collective agreement during the currency will be entitled to all the benefits and be bound by all the obligations under this agreement.

1.4 Although this agreement shall cease to apply to any person who ceases employment with the employer, that person will continue to be bound under an individual employment agreement for the purpose of enforcing:

1.4.1 The rights, duties and obligations arising out of the collective agreement (both express and implied) which have not been discharged or completed at the time the employment ceases; and

1.4.2 The rights, duties and obligations which continue to bind the employer and employee after employment ceases whether or not they are express or implied.

1.5 Coverage

This agreement applies to any person employed or engaged to be employed as a:

1.5.1 Medical Laboratory Scientist

1.5.2 Medical Laboratory Scientist Intern

1.5.3 Medical Laboratory Technician

1.5.4 Medical Laboratory Technician (Provisional Registration)

1.5.5 Trainee Medical Laboratory Technician

1.5.6 Medical Laboratory Pre-Analytical Technician

1.5.7 Medical Laboratory Pre-Analytical Technician (Provisional Registration)

1.5.8 Trainee Medical Laboratory Pre-Analytical Technician

1.5.9 Medical Laboratory Assistant

1.5.10 or any other person employed in the medical laboratory to examine human tissue, fluids, and/or excretions for medical purposes.

1.5.11 For the purposes of clarification the agreement shall not apply to registered medical practitioners, scientific officers, phlebotomists, administrative employees, salaried employees with bona fide managerial responsibilities or employees who are paid above Grade Merit 7 Graded Medical Laboratory Scientists in Clause 12.3 of Part II of this agreement, even if they may for some purposes perform the work undertaken by employees covered by this agreement in the course of their principal duties.

1.6 Copy of Agreement

All employees within the scope of coverage of this agreement will have access to a copy of this agreement.

2. DATES RELEVANT TO AGREEMENT

- 2.1 This agreement shall expire on the 20 November 2026.

3. OBJECT

- 3.1 This agreement is in accordance with the provisions of Part Five of the Employment Relations Act 2000.
- 3.2 This agreement sets out the rights and duties of the employer, the union and employees covered by this agreement, which those parties will follow fairly and in good faith for their mutual benefit.
- 3.3 This agreement sets out all the express terms of employment. Terms, which are implied by law in employment agreements, will be recognised provided they are not contrary to the express terms set out in this agreement.
- 3.4 This agreement outlines all the express terms and conditions agreed by the parties, the only additions to these terms and conditions will be by way of:
- 3.4.1 A written variation signed by the parties.
- 3.4.2 An agreement with an individual which is in line with the provisions of the Employment Relations Act 2000.
- 3.5 The parties acknowledge that this agreement was negotiated fairly and in good faith between the parties, sharing knowledge of information relevant to the terms agreed.

4. VARIATION

- 4.1 This Collective Agreement may be varied during its term only by agreement of the Employer, the Unions party to the agreement and the majority of union members affected by the variation. Such variations shall be in writing, signed by the parties and attached to the Collective Agreement

5. RECOGNITION AND OPERATION OF UNIONS PARTY TO THE COLLECTIVE AGREEMENT

- 5.1 Section 12 of the Employment Relations Act 2000 provides: The object of Part 4 of the Act is:
- 5.1.1 to recognise the role of unions in promoting their members' collective employment interests; and
- 5.1.2 to provide for the registration of unions that are accountable to their members; and
- 5.1.3 to confer on registered unions the right to represent their members in collective bargaining; and
- 5.1.4 to provide representatives of registered unions with reasonable access to workplaces for purposes related to employment and union business.

6. OUR WORKPLACE

- 6.1 Labtests is committed to providing a safe workplace for all employees, one which is free of discrimination and harassment.
- 6.2 We acknowledge Tangata Whenua as first people and will fulfill our obligations under the Treaty of Waitangi.
- 6.3 Our employees come from many cultures, religions, and nationalities; we acknowledge the uniqueness of each employee and will provide an environment which allows them to act in accordance with their beliefs within the framework of a respectful, professional working environment.
- 6.4 It is incumbent on all employees to act respectfully and courteously to other employees and in line with the Awanui Code of Conduct. This document is the foundation document to which we refer in all aspects of conduct within our workplace (can be found on the intranet under 'Working Here' tab).
- 6.5 Should any employee believe that they have been discriminated against or harassed in the workplace they are to contact their Line Manager, General Manager or Human Resources.

7. HEALTH AND SAFETY

- 7.1 The employee will comply with the provisions of the Health and Safety at Work Act 2015, in particular, the employee will ensure they work safely and reports any hazards, accidents, or injuries as soon as practicable to their supervisor.
- 7.2 Where the employee suffers from an injury as a result of a work-related accident and as part of their rehabilitation, as approved by the employee's medical practitioner or specialist, the employee is able to return to work to undertake such alternative duties (on either a full time or part time basis) as are available, then the employee will do so.
- 7.3 If the employer requests, the employee will attend a medical examination by a doctor nominated by the employer, paid for by the employer.

PART II - TERMS AND CONDITIONS

8. INTENT OF THE PARTIES

- 8.1 The employer, the union and its members concur that this agreement sets out negotiated terms and conditions and all agree that they shall operate within those terms and conditions.
- 8.2 The employer will operate its business; make rules and policies which are necessary for the ongoing good operation of the business and not contrary to the terms and conditions of this Employment Agreement. The rules and policies which the employer makes and observance with those by the employees is considered a requirement of all employees of Labtests.
- 8.3 Those who are covered by this Employment Agreement acknowledge that to continue in operation all employees are required to maintain a high professional standard. The employer has a responsibility to manage the business in a way which will assist in maintaining its effectiveness as a community laboratory provider.
- 8.4 Labtests and the employees acknowledge that they both have an equal obligation to give and receive training which ensures that employees have a knowledge of Medical Laboratory Science practice which is up to date and relevant. Where the employer requires an employee to undertake some specific training the employee agrees that they will be diligent in undertaking that training

9. CONFIDENTIALITY

- 9.1 The parties and employees acknowledge that the nature of the business of a Medical Pathology Laboratory involves a high degree of confidential information relating both to the laboratory, and to patients. In carrying out their duties the employee shall not reveal or make known to any persons any of the matters or concerns of the laboratory or of the patients which may come to their knowledge, except in the course and performance of their duties, to the medical practitioner or his appointee, authorised person or any medical authority under whose care the patient has been directed to the laboratory.
- 9.2 Failure to observe this duty of confidentiality may result in dismissal.

10. TERMS OF EMPLOYMENT

10.1 Notice Period

- 10.1.1 The period of notice of termination for all employees under this agreement shall be four weeks.
- 10.1.2 Failure by either the employee or the employer to provide the required notice will result in the forfeiture or payment of wages up to the value of the period of notice not worked. The 4-week notice period may be varied by mutual agreement and, where this happens, forfeiture by the employee or an additional payment by the employer shall not apply. Such agreement shall not be unreasonably withheld. Nothing in this clause shall prevent the summary dismissal of the employee for serious misconduct.
- 10.1.3 Upon termination of employment and at the request of the employee, the employer shall provide a signed Certificate of Employment setting out the nature of the position held and period of the employee's employment.

10.2 Wages

- 10.2.1 All wages shall be paid by direct credit and shall be available to the employee by Thursday in the week following the end of the pay period.
- 10.2.2 The employee shall be notified of the day their wages are credited to their bank account and details of the manner in which wages have been calculated shall be made available.

10.3 Deductions

- 10.3.1 No deductions shall be made from the employee's wages without the employee's written authority; provided the employer shall be entitled to make a ratable deduction from the wage of the employee for time lost by default, absences, accident or sickness, provided the entitlements set out in this agreement are complied with all relevant legislation and consistent with other clauses in this document. Adjustments arising from one pay period may be made from a subsequent pay period.
- 10.3.2 The employer shall have the right to deduct from wages and all other monies due to the employee at the date of termination of employment, the remaining value of any articles of clothing or equipment supplied by the employer and not returned by the employee and any lawful debt owing to the Company.
- 10.3.3 An employee who has obtained membership of APEX, which is a party to this agreement and has given to the employer written authorisation, may have the fees for membership deducted from their earnings. The employer shall remit the fees to APEX at agreed intervals, not more frequently than monthly.
- 10.3.4 The employer shall not be responsible for deduction of any amounts other than the prescribed membership fee and any arrears, levies, or other amounts due to the union by the employee shall be their responsibility.

10.4 Abandonment of Employment

- 10.4.1 Where the employee is absent from work for a period of three consecutive working days without the consent of the employer or without notification to the employer of the reason for such absence the employee shall be deemed to have terminated their employment. In the event that this clause applies, no additional notice under this clause need be given by the employer.

10.5 Time Keeping

- 10.5.1 The employee will maintain such time recording systems as may be necessary to accurately record hours worked and absences.

10.6 Termination of Employment

- 10.6.1 If the employer considers that the employee may have committed an act of serious misconduct, the employer may, after consulting with the employee, suspend the employee on full pay while the employer investigates the matter. In exceptional circumstances (such as a criminal investigation that prolongs the investigation process or a failure by the employee to cooperate with the employer's reasonable requirements), the employer may, again after consulting with the employee, suspend the employee without pay.

- 10.6.2 The employer may also terminate this Agreement without notice in any of the following circumstances:

- Where the employee has misled the employer in their pre-employment application.
- The employee is convicted of a crime involving dishonesty resulting in a sentence of periodic detention or imprisonment.
- The employee becomes physically or mentally incapable of performing the duties required under this Agreement.
- Where it is a requirement of the role for the employee to hold a valid New Zealand Driver Licence and the employee has been unable to continue to hold a New Zealand Driver Licence as required to legally perform their duties.

- 10.6.3 Upon termination of this Agreement for any reason whatsoever, the employee will immediately deliver to the employer all property, including confidential documents and information, company records, plans, letters, papers, computer files and other materials of every description (including all copies of or extracts from the same) within their possession or control relating to the affairs and business of the employer.

11. DEFINITIONS/CLASSIFICATIONS OF EMPLOYEES

- 11.1 APC means an Annual Practicing Certificate that is valid for a maximum of 12 months between 1st April to 31st March and must be renewed each year.

- 11.2 Medical Laboratory means a Medical Pathology Laboratory, which undertakes the examination for fee or reward, of human tissue, fluids, and excretions for medical purposes.
- 11.3 Graded Medical Laboratory Scientist means a person who is a registered Medical Laboratory Scientist and has an unconditional current APC and who by reason of their special duties or responsibilities is, for the purpose of this agreement appointed by the employer to a designated graded position within the scale.
- 11.4 Senior Medical Laboratory Scientist means a person who is a registered Medical Laboratory Scientist and has an unconditional current APC and has been designated by the employer to be a Senior Medical Laboratory Scientist and who in the opinion of the employer meets all the following criteria:
- 11.4.1 a high level of technical competence in a number of testing/diagnostic areas within a department; and/or
 - 11.4.2 by becoming a technical specialist in one area; and/or
 - 11.4.3 is designated to train other staff resulting from their comprehensive knowledge and competence of technical procedures. This training is a consistent component of their position. It does not include the normal assistance or passing of knowledge by those with more knowledge and experience to those with less knowledge and experience.
- 11.5 Medical Laboratory Scientist means a person who is a registered Medical Laboratory Scientist with the Medical Sciences Council of New Zealand (MSCNZ) and has an unconditional current APC. [Refer to the MSCNZ website for the Prescribed Qualifications and Definition].
- 11.6 Medical Laboratory Scientist Intern means a person, who having obtained provisional registration from the Medical Sciences Council of New Zealand (MSCNZ), has been issued with a Time Limited APC. The trainee must complete the conditions of supervised training stipulated by the MSCNZ before applying for an APC.
- 11.7 Supervising Medical Laboratory Technician (MLT) means a person who, being registered and has an unconditional current APC as an MLT and responsible to and under the direction of a Registered Medical Practitioner, or a Medical Laboratory Scientist, is appointed by the employer and required to undertake the day to day delegated supervision and training of other medical laboratory staff (registered or unregistered) or is appointed by the employer to be responsible for a section of the Medical Laboratory.
- 11.8 Senior Medical Laboratory Technician Including Pre-Analytical means a person who is registered and has an unconditional current APC as an MLT and has been designated by the employer as a Senior Medical Laboratory Technician by achieving:
- 11.8.1 a high level of technical competence in a number of testing/diagnostic areas within a department; and/or
 - 11.8.2 by becoming a technical specialist in one area; and/or

- 11.8.3 is designated to train other staff resulting from their comprehensive knowledge and competence of technical procedures. This training is a consistent component of their position. It does not include the normal assistance or passing of knowledge by those with more knowledge and experience to those with less knowledge and experience.
- 11.9 Medical Laboratory Technician Including Pre-Analytical means a person who is a registered Medical Laboratory Technician with the Medical Sciences Council of New Zealand (MSCNZ) and has an unconditional current APC. [Refer to the MSCNZ website for the Prescribed Qualifications and Definition]. They are responsible to and under the direction of a Medical Laboratory Scientist or Registered Medical Practitioner, is employed in a Medical Pathology Laboratory and engaged in technical work consistent with the practice of Medical Laboratory Science; but does not include a Medical Laboratory Scientist or a Medical Laboratory Scientist trainee.
- 11.10 Medical Laboratory Technician Including Pre-Analytical (Provisional Registration) means a person, who having obtained registration from the Medical Sciences Council of New Zealand (MSCNZ), has been issued with a Time Limited APC. The trainee must complete the conditions of supervised training stipulated by the MSCNZ before applying for an APC. They are responsible to and under the direction of a Medical Laboratory Scientist or Registered Medical Practitioner, is employed in a Medical Pathology Laboratory and engaged in technical work consistent with the practice of Medical Laboratory Science.
- 11.11 Medical Laboratory Technician Trainee Including Pre-Analytical is a person not registered as an MLT with the MSCNZ but is in training to become a registered MLT.
- 11.12 A Full-time Employee means an employee who works not less than the "ordinary" hours set out under "hours of work" in this agreement.
- 11.13 A Part-time Employee means an employee who works minimum hours on a regular basis but less than the 40 ordinary hours prescribed in this agreement.
- 11.14 A Casual Employee means an employee who does not work on a regular basis, has no set hours or days of work, is employed as and when required and is paid at pro rata the appropriate full-time rate. A casual employee will be paid a loading on their hourly rate which is the provision for annual leave.
- 11.15 Temporary Employee/Fixed term Employee may be only employed on a temporary basis to undertake a specific project or task for a limited period, or to cover for absent employees.

12. HOURLY WAGE RATES AND ANNUAL PAY

12.1 Rates of Pay

- 12.1.1 The minimum rates of wages shall be in accordance with the scales set out in Clause 12.2 through 12.3.
- 12.1.2 For the purposes of this Clause 'Annual Rate of Salary' means the hourly rates listed in 12.2 - 12.3 multiplied by 2086. Commencement scales shall be subject to previous relevant experience as deemed relevant by the Company.

- 12.1.3 An employee may be paid above the top steps of all classifications within this agreement at the discretion of the Company.
- 12.1.4 For the purposes of this clause, non-auto scales mean steps with no auto progression covered in clause 12. Appointment to the non-auto progression scales shall in all cases be dependent on the employer having a vacant established position available. Promotion to these roles will follow a performance review and be dependent on the job content, responsibilities of the position held, and the employee's level of performance as recommended by the Head of Department, GM and approved by the CEO. These roles are:
- Graded Medical Laboratory Scientists; Merit 4 – Merit 7
 - Senior Medical Laboratory Scientists; Merit 1 – Merit 3
 - Senior Medical Laboratory Technicians; M1 – M4

12.2 Medical Laboratory Scientists

Medical Laboratory Scientists				
	19-Nov-25		6-Jul-26	
Step	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary
Merit 7	\$53.424	\$111,442.46	\$55.027	\$114,786.32
Merit 6	\$51.495	\$107,418.57	\$53.040	\$110,641.44
Merit 5	\$49.894	\$104,078.88	\$51.391	\$107,201.63
Merit 4	\$48.304	\$100,762.14	\$49.753	\$103,784.76
Merit 3	\$46.778	\$97,578.91	\$48.181	\$100,505.57
Merit 2	\$45.251	\$94,393.59	\$46.609	\$97,226.37
Merit 1	\$44.329	\$92,470.29	\$45.659	\$95,244.67
MLS 8	\$43.216	\$90,148.58	\$44.513	\$92,854.12
MLS 7	\$41.160	\$85,859.76	\$42.395	\$88,435.97
MLS 6	\$39.252	\$81,879.67	\$40.429	\$84,334.89
MLS 5	\$37.959	\$79,182.47	\$39.097	\$81,556.34
MLS 4	\$36.676	\$76,506.14	\$37.776	\$78,800.74
MLS 3	\$35.171	\$73,366.71	\$36.226	\$75,567.44
MLS 2	\$33.962	\$70,844.73	\$34.981	\$72,970.37
MLS 1	\$32.754	\$68,324.84	\$33.737	\$70,375.38
Intern	\$29.733	\$62,023.04	\$30.625	\$63,883.75

- 12.2.1 On written notification to the employer, Medical Laboratory Scientist Interns who obtain New Zealand full registration with an unconditional APC by the Medical Sciences Council of New Zealand shall progress to the MLS1.
- 12.2.2 Commencing from the next full pay period in July 2025, progression from MLS 1 through the steps to MLS 8 shall be by automatic annual increment and shall be subject to the employee maintaining a satisfactory level of competence and performance.
- 12.2.3 Except that an employee must have been employed on their current step for more than 6 months at the commencement of the next full pay period in July to be eligible to move to the next automatic step

12.3 Medical Laboratory Technicians & Medical Laboratory Pre-Analytical Technicians

Medical Laboratory Technicians, Medical Laboratory Pre-Analytical Technicians				
	19-Nov-25		6-Jul-26	
Step	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary
M4	\$37.323	\$77,855.78	\$38.442	\$80,190.01
M3	\$35.796	\$74,670.46	\$36.870	\$76,910.82
M2	\$34.429	\$71,818.89	\$35.462	\$73,973.73
M1	\$33.284	\$69,430.42	\$34.283	\$71,514.34
Q5	\$32.224	\$67,219.26	\$33.191	\$69,236.43
Q4	\$30.030	\$62,642.58	\$30.931	\$64,522.07
Q3	\$29.129	\$60,763.09	\$30.003	\$62,586.26
Q2	\$28.217	\$58,860.66	\$29.064	\$60,627.50
Q1	\$27.454	\$57,269.04	\$28.278	\$58,987.91
T2- Provisional APC or 12 Months Competency	\$26.924	\$56,163.46	\$27.732	\$57,848.95
T1	\$26.606	\$55,500.12	\$27.404	\$57,164.74

- 12.3.1 On written notification to the employer, Medical Laboratory Technician Trainees (including pre-analytical) who obtain New Zealand full registration and an unconditional APC by the Medical Sciences Council of New Zealand shall progress to Q1.
- 12.3.2 Commencing from the next full pay period in July 2025, progression from Q1 through the steps to Q5 shall be by automatic annual increment and shall be subject to the employee maintaining a satisfactory level of competence and performance.
- 12.3.3 Except that an employee must have been employed on their current step for more than 6 months as at the commencement of the next full pay period in July to be eligible to move to the next automatic step
- 12.3.4 Commencing from the first full pay period in July 2025, progression from T1 to T2 shall be dependent on the employee gaining provisional APC or attaining 12 months competency.
- 12.3.5 Except that an employee must have been employed on their current step for more than 6 months as at the commencement of the first full pay period in July to be eligible to move to the next automatic step.
- 12.3.6 Where the employee is bound by the terms of their employment to undertake study relevant to their function and fails to achieve that qualification standard or make reasonable progress towards achieving such qualification, the employer shall not be bound to maintain employment.
- 12.3.7 A Supervising Medical Laboratory Technician will be appointed to Supervisor under the following criteria and is:
- wholly or substantially responsible for subordinate staff - i.e., planning, (eg. rostering), performance, coaching and development;
 - technically competent within the area they are supervising and able to plan workloads, assign work and adjust as necessary;
 - accountable for the workflow including trouble shooting and resolving issues relevant to the output of the area.
 - Will not include those staff who may from time to time be the most senior laboratory technician in an area and do not consistently meet the above criteria.
- 12.3.8 A Supervising Medical Laboratory Technician will be paid at a minimum of step M4.

13. REMUNERATION PROGRESSION AND ANNUAL REVIEW PROCESS

- 13.1 Should an employee consider that their remuneration level is not appropriate for the work they are undertaking, they may apply in writing to their Head of Department who will follow a performance review process referencing job content, responsibilities of the position held, and the employee's level of performance. Head of Department will then make a recommendation to the GM or delegation of authority personnel for approval. If the employee's application is not approved at any stage the Head of Department will speak with the employee, outlining any areas of concern.
- 13.2 An employee may apply for such a review once a year in addition to the annual review process.

14. NO PASS ON PROVISION

- 14.1 The employer parties to this collective agreement agree not to pass on automatically to non-APEX members the terms and conditions that are the same or substantially the same as those contained in this collective agreement. This means that the employer and non-APEX members shall individually negotiate their terms and conditions of employment.

15. HOURS OF WORK

- 15.1 Laboratory Employees
 - 15.1.1 Ordinary weekly hours of work shall be 40 hours per week to be worked on no more than 5 days of the week with two consecutive days off. Upon request from an employee and wherever possible the consecutive days off may be split. When the employee has 2 days off in successive weeks, they shall not be rostered back-to-back. Each daily duty shall be continuous except for meal periods and rest breaks.
 - 15.1.2 No employee shall have their ordinary days of work altered without their written agreement.

- 15.1.3 Ordinary hours for each period of work will be a maximum of eight beyond which overtime will accrue. Provided, however, by mutual agreement the weekly and daily hours of a full-time weekly employee may be amended to provide for the weekly hours to be worked in four periods of 10 hours beyond which overtime shall accrue.
- 15.1.4 For the purposes of this agreement, the 'week' shall commence at midnight Sunday/Monday. Rostered work commenced on one day is deemed to be work done on that day.

16. MEAL AND TEA BREAKS

- 16.1 The employee shall be allowed a meal break of between 30 minutes and one (1) hour. This is to be taken at a time convenient to the roster but not longer than 5.5 hours after the commencement of the employee's shift and for each 5 hours worked thereafter, provided that the employee is required to continue working following the meal break. The employee will take the meal break at a location convenient to the employee and employer.'
- 16.2 An interval of 10 minutes duration shall be allowed to the employee during the morning and afternoon or its equivalent of each day or roster within the employer's time and without deduction from salary, and the employer shall provide hot water, tea, milk, coffee, and sugar.

17. STANDING ROSTERS

- 17.1 Standing rosters shall be posted or notified 14 days prior to their commencement and should any variation or amendment be required due to unforeseen circumstances, the employee affected shall be given at least two days' notice where practicable, of the change.

18. PENAL TIME

- 18.1 Penal time is time other than overtime, worked within ordinary weekly hours of work on a Saturday or Sunday or Public Holiday. Penal Time shall be paid to weekly employees at the following rates in addition to ordinary rates of wages:
 - 18.1.1 From midnight Friday/Saturday to midday Saturday at half the ordinary rate of pay ($T\frac{1}{2}$) for the first three hours, and at the ordinary rate of pay thereafter ($T1$).
 - 18.1.2 From midday Saturday to midnight Sunday/Monday at the normal ordinary rate of pay ($T1$). Provided that in the case of casual employees the rate additional to be paid for Saturdays and Sundays shall be one quarter of the ordinary time rate ($T\frac{1}{4}$)
- 18.2 On Public Holidays at the normal ordinary rate of pay ($T1$) in addition to any holiday payment due in terms of clause 26.1,
- 18.3 Penal time and overtime shall not be paid in respect of the same hours.

19. NIGHT RATES

- 19.1 The employee whose rostered ordinary hours of duty fall between 9pm and 6am shall be paid at 1/4 rate in addition to ordinary rate for all hours which so fall provided that:
 - 19.1.1 The rate is to be calculated on the ordinary time hourly rate of salary.
 - 19.1.2 The minimum payment under this provision shall not be less than payment for 1 hour at time T $\frac{1}{4}$ rate if the part of a roster which falls between the hours of 9pm and 6am is up to 1 hour.
 - 19.1.3 The minimum payment under this provision shall not be less than payment for 2 hours at time T $\frac{1}{4}$ rate if the part of a roster, which falls between the hours of 9pm and 6am, is more than 1 hour and up to 2 hours.
- 19.2 Individually named employees as set out in Schedule A will continue to be employed on the grand parented basis under the Night Rates clause set out in the collective employment agreement which applied from 01 July 2013 until 30 June 2015.

20. OVERTIME

- 20.1 Overtime is time worked in excess of the employee's ordinary hours a day, or in excess of the employee's ordinary hours on a holiday when such work has been properly authorised.
- 20.2 Overtime shall be paid at the following rates:
 - 20.2.1 at time and a half of the ordinary time rate (T $\frac{1}{2}$) for the first three hours; and
 - 20.2.2 at twice the ordinary time rate thereafter (T2)
- 20.3 The employer may request employees covered by this agreement to work a reasonable amount of overtime.
- 20.4 Part-time employees: Overtime rates will only apply where part-time employees have worked in excess of the ordinary hours fixed in terms of Clause 15 on any day or in excess of 40 ordinary hours per week.
- 20.5 **Meal Allowance**: where an employee is required to work more than 1.5 hours overtime (calculated to include any hours worked before or after the normal rostered shift) and work is to continue after the overtime meal break, a meal allowance shall be paid.
- 20.6 The rate of this allowance will be \$12.31.
- 20.7 Where an employee is required to work more than 5 hours overtime on a Saturday or Sunday, a meal allowance shall be payable.
- 20.8 Notwithstanding the above and clause 16.1 by mutual agreement an employee may extend a working period to no more than 5.5 hours without a meal break.

21. CALLBACK

- 21.1 Callback is where the employee is authorised by their employer to be called to work outside rostered hours of duty. The employee shall be paid for a minimum of three hours, or for actual work time, whichever is the greater, when the employee:
- 21.1.1 Is called back to work after:
- Completing the day's work, and
 - Having left the place of employment, or
- 21.1.2 Is called back before the normal time of starting work, and does not continue working until such normal starting time; except that:
- callbacks commencing and finishing within the minimum period covered by an earlier callback shall not be paid;
 - where a callback commences before and continues beyond the end of a minimum period for a previous callback, payment shall be made as if the employee had worked continuously from the beginning of the previous callback to the end of the later callback.
- 21.2 Payment for callbacks shall be at overtime rates.
- 21.3 Employees are to record their time of entry and exit from the laboratory with their swipe card when completing a callback.
- 21.4 Callback shall not be rostered unless agreed between the employee(s) concerned and the Laboratory.

22. ONCALL

- 22.1 Where an employee is on call during normal off duty hours, an on-call allowance shall be paid per 24-hour period or part thereof in addition to other remuneration.
- 22.2 For each hour on call on a weekend or Public Holiday a rate of \$10.00 per hour.
- 22.3 For all other days of the week a rate of \$8.00 per hour.
- 22.4 Where the employer requires the employee to participate in an on-call roster:
- 22.4.1 a cell phone shall be made available by the Company to the employee for the period of on- call duty at no expense to them;
- 22.4.2 an employee shall be reimbursed the actual and reasonable costs incurred in travelling to and from work when called back to work outside their normal hours of duty.
- 22.5 For the purposes of this Clause a "Weekend" is defined as midnight Friday/Saturday to midnight Sunday/Monday.

23. MINIMUM BREAK BETWEEN PERIODS OF DUTY

- 23.1 Whenever reasonably practicable the employee shall have at least 9 consecutive hours off between the work of successive duties.

- 23.2 The employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day and they have not had at least nine consecutive hours off duty between those times shall be released after completion of such overtime until they have had nine consecutive hours off duty without the loss of pay for ordinary time occurring during such absence.
- 23.3 In circumstances where an employee requests an alteration to shift patterns which would result in a break period of less than 9 hours the employee and employer may agree to this with no penalty payments due.
- 23.4 If, on the instructions of the employer, the employee resumes or continues work without having had such nine consecutive hours off duty, they will be paid at double rates until released from duty and shall then be entitled to be absent until they have had nine consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 23.5 Provided however, that where the employee has been required to attend a callback(s) during the period between the cessation of work on one day and the commencement of work on the following day and that notwithstanding the period worked, they have had at least 12 hours away from duty between the finish and commencement times, the above provisions shall not apply.

24. TRANSPORT ALLOWANCE

- 24.1 Where the employee is requested by the employer to use their own motor vehicle on the employer's business and in the course of their employment, they shall be reimbursed in line with the motor vehicle reimbursing rates as may be published by the Inland Revenue or the IRD approved AA rate. Transport arrangements for other activities such as attending studies are not deemed to be in relation to the employer's business. For the avoidance of doubt where the employee is requested to attend a course by the employer, this will be considered part of the employee's employment.

25. PROTECTIVE CLOTHING, UNIFORMS AND DRESS CODE

- 25.1 Where the employer provides protective clothing, this will be laundered at the employer's expense.
- 25.2 Should the Employee be required to wear a uniform, the Employer will meet the cost of supplying such uniforms.
- 25.3 The Employee shall wear the complete uniform as supplied and shall maintain the uniform in a clean and presentable condition.
- 25.4 Upon termination of employment, the Employee must return the complete uniform in a clean and presentable condition. The Employer shall be entitled to deduct from the Employee's final pay and/or holiday pay, the cost of any damage or for uniforms not returned upon cessation of the Employee's employment.

26. PUBLIC HOLIDAYS

- 26.1 The following shall be observed as holidays and, where they fall on a working day of the employee, paid in accordance with the Holidays Act 2003:

- 26.1.1 Christmas Day, Boxing Day, New Year's Day, 2nd January, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's birthday, Matariki, Labour Day, the Anniversary Day of the Province or the day observed in the locality in lieu thereof.
- 26.2 Should Christmas Day, Boxing Day, New Year's Day, 2 January, Waitangi Day or ANZAC Day
 - 26.2.1 fall on a Saturday or Sunday and the day would otherwise be a working day for the employee, the public holiday shall be treated as falling on that day.
 - 26.2.2 fall on a Saturday or Sunday and the day would not otherwise be a working day for the employee, the public holiday shall be treated as falling on the following Monday or Tuesday.
 - 26.2.3 To avoid doubt, these clauses do not entitle an employee to more than 6 public holidays for the days listed in this clause.
- 26.3 Subject to Clause 18.2 and where the employee is rostered and works on any one of the Public Holidays specified above, they shall be paid at the relevant daily wage for their usual rostered hours and shall receive additional ordinary time for the time worked. Further, for each holiday so worked that would otherwise be a working day for that employee, the employee shall be allowed an alternative holiday to be taken in accordance with the Holidays Act 2003 and amendments.
- 26.4 Note: Provided that an employee who agrees to work on a public holiday on a day that is not a rostered working day for that employee shall not be entitled to the alternative holiday, e.g. where an employee swaps by agreement with another employee and works on a public holiday that would not otherwise be a working day for that employee.
- 26.5 Notwithstanding 26.4 above, employees whose usual manner of work is rotating shifts covering 7 days per week shall be paid (at the applicable rate) for a public holiday that they do not work if they have worked 3 of the last 4 weeks on that specific day. For the avoidance of doubt, as an example: if an employee is rostered to work 3 of the previous 4 Fridays before Good Friday they shall be paid (at the applicable rate) for Good Friday.
- 26.6 Any employee required to work on any of the holidays prescribed above shall be entitled to receive a minimum payment of three hours at their appropriate rate.
- 26.7 Where a shift starts or finishes at any time on a public holiday, the employee will work the complete shift as usual and instead will observe the public holiday in the 24-hour period either immediately before the relevant shift or immediately after the relevant shift.

27. ANNUAL HOLIDAYS

- 27.1 Any employee who completes duties in accordance with the provisions of Clause 19 (Night Rates Clause) shall be entitled to the following additional leave:

Number of Qualifying Shifts Per Annum	Number of Days Additional Leave Per Annum
121 or more	5
96 - 120	4
71 - 95	3
46 - 70	2
21 - 45	1

- 27.2 Four weeks annual holidays shall be allowed in accordance with the Holidays Act 2003.
- 27.3 Upon the completion of 8 years continuous service, the employee shall at the end of the ninth and subsequent years be entitled to an annual holiday of five weeks instead of four weeks as provided in sub clause 27.2 above.
- 27.4 A casual employee shall be paid 8% of gross taxable earnings in lieu of annual holiday pay, to be added to each fortnightly or weekly wage payment, (no annual taxable earnings calculation is therefore necessary).

28. SICK LEAVE

- 28.1 Other than when entitlement to weekly compensation is otherwise payable by the employer under ACC legislation for accepted “work related injuries, employees with current continuous service shall be entitled to paid sick leave for time lost because of sickness or injury as follows:
- 28.1.1 After 6 weeks current continuous service – 5 days paid sick leave
 - 28.1.2 After 6 months current continuous service an additional 5 days
 - 28.1.3 After 12 months current continuous service an additional 5 days
 - 28.1.4 After each subsequent 6 months current continuous service an additional 5 days
- 28.2 Employees, who do not maintain current continuous service but are employed on a casual basis, may also be entitled to sick leave having worked from time to time for a period of 6 months and within that 6 months have worked at least, an average of 10 hours a week during that period, and have worked no less than 1 hour in every week during that period or no less than 40 hours in every month during that period. The sick leave entitlement in such cases is, however, 10 days each year thereafter commencing from the 6 months’ qualifying service.
- 28.3 Payment shall be based on the employee’s relevant daily wage.
- 28.4 The employee shall produce a medical certificate for absences due to sickness of three or more consecutive working days or more than 3 consecutive calendar days if the absence includes a Friday and the next following working day after the weekend.
- 28.5 For the purposes of establishing that there are no relevant health related reasons preventing the employee from working, irrespective of the length of any absence(s) at the time, the employer is entitled to require a medical certificate at the employer’s expense.
- 28.6 When the employer requires an employee to produce a medical certificate within the first three days of absence the employer will pay for the associated medical appointment in accordance with the Holidays Act 2003.
- 28.7 The employee shall ensure that notice is given to the employer prior to normal commencement time on the first day of absence due to sickness, and where the period of sickness is anticipated to be extended, the employee shall maintain advice to the employer.
- 28.8 *NB: The employer requires personal contact from the employee, text messaging and e-mail are not acceptable, however a voice mail on the HOD cell phone is acceptable.*
- 28.9 Sick leave may be accumulated by carrying forward unused sick leave from one year to the next of up to a maximum of 60 working days (or such lesser number calculated pro rata based on normal days worked in each fortnight but not less than 20 days).

29. SICK LEAVE FOR EMPLOYEE TO CARE FOR A DEPENDENT

- 29.1 Where the employee must because of an emergency illness or injury, be absent to attend a spouse or dependent person in their care, the employee shall be entitled to use their personal sick leave entitlement.
- 29.2 The employer may require a medical certificate to support the employee's claim for sick leave to care for a dependent under the same criteria that applies to their personal sickness as stated in 28.6 above.
- 29.3 For the purpose of clarification, the above provisions shall be deemed to include all sick leave as defined by the Holidays Act 2003

30. FAMILY VIOLENCE LEAVE

- 30.1 After completing six months' continuous employment, the employee will be entitled to family violence leave in accordance with the Holidays Act 2003. In summary, the employee will be entitled to:
 - 30.1.1 ten days paid family violence leave if the Employee is affected by family violence or takes care of a child who experiences violence; and
 - 30.1.2 short-term variations to working arrangements to assist an Employee in dealing with the effects of family violence.
- 30.2 However, the employee must have worked for at least an average of 10 hours a week over the six months' qualification period of six months, and for no less than one hour in every week or 40 hours in every month over that period of six months.
- 30.3 The employee will be paid at the employee's relevant daily pay rate (or average daily pay rate, if applicable) while on family violence leave.
- 30.4 An employee affected by family violence may be eligible to request flexible working arrangements for up to 2 months in terms of **Part 6 (a) (b)** of the Employment Relations Act 2000.

31. BEREAVEMENT LEAVE

- 31.1 The employee is entitled to:
- 31.1.1 five days paid bereavement leave on each occasion on the production of satisfactory evidence of the death of the employee's spouse, parent, brother, sister or child, stepparent, stepbrother, stepsister or stepchild;
 - 31.1.2 three days paid bereavement leave on each occasion and on production of satisfactory evidence of the death of the employee's grandparent, spouse's parent and grandchild, step grandparent, spouse's step grandparent and step grandchildren;
 - 31.1.3 and one day's bereavement leave on any other occasion which the Employer accepts having regard to relevant factors that by reason of death of any other person, the employee has suffered a bereavement. Relevant factors include:
 - the closeness of the association between the employee and the deceased person
 - Whether the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death
- 31.2 Any cultural responsibilities of the employee in relation to the death
- 31.3 That "spouse" be given the meaning applied in section 5 (2) of the Holidays Act 2003.
- 31.4 That the rate paid for Bereavement leave of any duration shall be as set out in the Holidays Act 2003'

32. STUDY LEAVE

- 32.1 The employee may be entitled to leave without deduction from wages to enable attendance at courses of study that have been authorized by the employer.

33. PARENTAL LEAVE

- 33.1 The provisions of the Parental Leave and Employment Protection Act 1987 will apply.

34. JURY SERVICE

- 34.1 The employee called for jury service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is taken, or where the jury service is performed during the employee's off duty hours, the employee may retain the jurors fee and expenses paid.
- 34.2 Where leave on pay is taken, a certificate is to be given to the employee by the employer to the effect that he/she has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to the employer but may retain expenses. Provision of jury leave on pay shall be limited to a maximum of 5 days on each occasion.

- 34.3 Where leave on pay is taken, it is only in respect of time spent on jury service. Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable.

35. GENERAL CONDITIONS

- 35.1 The employer shall keep a time, and wages record which shall contain the information required by Part 9 the Employment Relations Act 2000.
- 35.2 The provisions of the Health and Safety in Employment Act in respect of adequate lighting, heating and ventilation shall be provided in working areas and apply to dining, locker, and toilet facilities.
- 35.3 All employees shall be offered:
- 35.3.1 Hepatitis B immunization;
 - 35.3.2 QuantiFERON-TB Gold testing/Mantoux testing and X-ray if clinically appropriate;
 - 35.3.3 In the case of Laboratory related incidents, HBV (Hepatitis B Virus), HCV (Hepatitis C Virus) and HIV antibody screening in the context of appropriate medical counselling.
- 35.4 Professional Indemnity Cover. The Company will indemnify Medical Laboratory employees from claims arising out of and in the course of their employment. All costs shall be met by the Company.

36. MANAGEMENT OF CHANGE

- 36.1 The employer, employee and union acknowledge that changes within the business are required for a number of reasons, this may include an increase or decrease in the workload, the impact of a technological change or for some other reason. These changes may require a larger or smaller number of employees or require employees to work in a different manner to that which they have previously worked.
- 36.2 It is important that the employees fully understand the reasons for the change and have an opportunity to have input into the final decision-making process. For this reason, when the following types of changes are proposed the employer will undertake the process outlined below.
- 36.3 *NB: this process is not applicable for a temporary change.*
- 36.4 Nature of change
- 36.4.1 Change to the working days of the week from standard shift hours to rotating rostered days of work across all 7 days.
 - 36.4.2 Alteration to the rostered pattern to add or remove a shift, e.g. add a night shift or remove a morning shift.
 - 36.4.3 Downsize a department, which may have the impact of reduction in staff.
 - 36.4.4 A significant change in the manner in which the work is undertaken, e.g. from a manual process to an automated process.

36.5 Process for change implementation

- 36.5.1 Employer will notify APEX of the proposed change.
- 36.5.2 Employer will meet with all potentially affected employees and outline the proposal to them.
- 36.5.3 A period of consultation shall be undertaken. Unless agreed otherwise this shall be for 2 weeks.
- 36.5.4 The employer will endeavor to make the necessary changes by asking for volunteers in the first instance if this does not allow the change to take effect the employer will continue with the process outlined below.
- 36.5.5 Where the majority of effected employees are in agreement with the proposed change this will be recorded in writing signed and actioned.
- 36.5.6 Where the employer is unable to initiate the required change following consultation the assistance of the Mediation Service of MBIE will be sought.
- 36.5.7 The employer will take into account the individual circumstances of employees and may amend or delay the change based on such circumstances.
- 36.5.8 Where an employee requires time to make adjustments to personal circumstances to work under the changed conditions the employer will discuss this with the employee and may allow up to 4 weeks additional time to make the required arrangements.
- 36.5.9 If after all the above steps have been concluded an employee is unable to work the altered duties/hours the employer will apply the provision of the redundancy clause 39.

37. TRANSFERENCE OF EMPLOYMENT

- 37.1 It is acknowledged that the Company may during the currency of this agreement enter into arrangements or agreements with other legal entities that may affect the employee's employment, including but without being limited to the contracting out of services, the sale of all or part of the Company's business and a merger or alliance with another legal entity.
- 37.2 The Company recognizes its responsibilities and obligations to consult with the union and employees in the event that it is proposing to make a decision to restructure its business as provided for by the Employment Relations Act 2000.
- 37.3 In that event, the Company shall use its best endeavors to secure from the legal entity with which it enters into such an agreement or arrangement a commitment to offer the employee employment on terms no less advantageous than the terms of employment with the Company.
- 37.4 In the event that the Company cannot secure from the legal entity with whom it enters into such an agreement or arrangement a commitment to offer the employee employment on terms as described under 40.1 then the employee will be declared redundant by Labtests Ltd and redundancy compensation shall be payable.

- 37.5 In any such negotiations, the provision of information shall be subject to any statutory, commercial confidence or privacy issues.

38. EMPLOYEE PROTECTION

- 38.1 In the event that the company restructures its business so that the work of some or all of its employees is to be performed for a new employer, the following provisions relating to the negotiations between the company and the new employer shall apply:
- 38.2 Definitions
- 38.2.1 “New employer” shall have the meaning given to it in section 69.D of the Employment Relations Act 2000 and
- 38.2.2 restructuring” shall have the meaning given to it in 69.B of the Employment Relations Act 2000, and
- 38.3 The process to be followed by the company in negotiating with the new employer:
- 38.3.1 Confirm with the new employer the company’s obligation to negotiate about the restructuring.
- 38.3.2 Inform the new employer that the company wishes to negotiate in relation to the possible transfer of affected staff to the new employer and the terms and conditions of employment of those transferring staff members.
- 38.3.3 Put a proposal to the new employer, in relation to whether affected staff will transfer to the new employer and, if so, the terms and conditions of employment that they will transfer on.
- 38.3.4 Seek to reach an agreement with the new employer on whether any or all of the affected staff will transfer to the new employer and on what terms and conditions of employment.
- 38.4 Matters that shall be negotiated between the company and the new employer shall include:
- 38.4.1 Whether staff will be transferred to the new employer, and if so the total number of staff and positions to be affected.
- 38.4.2 The date when restructuring will commence.
- 38.4.3 The terms and conditions of employment of affected staff who transfer to the new employer, including but not limited to:
- whether affected staff who elect to transfer shall be employed by the new employer on existing terms and conditions;
 - whether the employment of affected staff who elect to transfer is to be treated as continuous, including for the purposes of service-related entitlements;
 - where the new employer, for reasons related to the restructuring of the company’s business, whether he or she shall be entitled to redundancy entitlements from the new employer, subsequently makes an affected staff member who transfers to the new employer redundant;

- whether any non-transferring staff who are subsequently made redundant by the company shall be given preference of employment with the new employer for a vacancy that may become available;
 - the reasonable period prior to the date of transfer that is to be available to enable a staff member to make his or her election as to whether to transfer or not.
- 38.5 Process to be followed at the time of restructuring to determine entitlements for those who do not transfer:
- 38.6 If, at the time of restructuring, some or all of the affected staff are not to transfer to the new employer, the company shall advise in relation to:
- 38.6.1 the positions and/or number of affected staff that are not to transfer;
- 38.6.2 that all affected employees are given a reasonable opportunity to exercise their right to elect to transfer to the new employer, or not to transfer;
- 38.6.3 whether, at the time of restructuring, a redundancy situation will exist with regard to any non- transferring staff;
- 38.6.4 determine that in the event that a redundancy situation exists in the company at the time of restructuring, the Staff Surplus provisions outlined in Clause 40 shall apply;
- 38.6.5 determine other entitlements (if any) that are available to non-transferring staff.

39. REDUNDANCY

- 39.1 If the employee's position becomes surplus to the requirements of the employer, the employer will, where possible, offer the employee a suitable alternative position elsewhere in the employer's business. Where a mutually agreeable alternative position cannot be found, the employee's employment will terminate by reason of redundancy.
- 39.2 In the event of redundancy, the Employer will:
- 39.2.1 give the Employee four weeks' notice of termination, or pay the employee in lieu of such notice (to avoid doubt, this notice includes, and is not in addition to, the notice of termination specified in 10.1.1)
- 39.3 **Pay**
- 39.4 If the employee is entitled to redundancy compensation, such compensation is not payable to the employee where:
- 39.4.1 The employer offers the employee an alternative position on the same or similar terms and conditions of employment;

- 39.4.2 the employer's contract with Health NZ (Te Whatu Ora) to provide community pathology services in the Auckland region is terminated, and all or part of the services performed under that contract will be performed by another provider or Health NZ, and the person or entity that is to perform those services offers the employee a position on the same or similar terms and conditions of employment, whether or not they offer to treat the employee's employment as continuous; or
- 39.4.3 the employer sells, transfers or restructures its business and the person or entity acquiring the business offers the employee a position on the same or similar terms and conditions of employment, whether or not they offer to treat the employee's employment as continuous.
- 39.5 If the employee is made redundant, the employee will be entitled to:
 - 39.5.1 reasonable time off without loss of pay to attend interviews for alternative employment; and
 - 39.5.2 a certificate of service stating dates and capacity of employment.
- 39.6 Notice and Compensation.

The employee to be made redundant shall receive four weeks' notice of termination or shall be paid salary in lieu, if four weeks' notice is not given, and, on termination;

 - 39.6.1 Redundancy compensation for employees will be based on six weeks' pay for the first year of service or part thereof and two weeks for each subsequent completed year of service with the Company.
 - 39.6.2 For part years of service for employees, 0.5 of a week for each three months or part thereof, i.e., rounded up to the next quarter.
- 39.7 Note:
 - 39.7.1 The calculation of redundancy compensation shall be based on the average weekly taxable earnings in the last 12 months exclusive of those weeks of unpaid absence and leave due to injury. The compensation shall be calculated on the earnings for the 12 months to the date of termination.
 - 39.7.2 Calculation of service relates to the period current continuous service with the Company.
 - 39.7.3 Outstanding annual leave and/or proportionate holiday pay and long service leave will be paid in addition on termination.
 - 39.7.4 An employee to be made redundant who obtains an alternative position during the period of consultation or notice may terminate their employment prior to the date of termination without forfeiting their right to redundancy compensation.
- 39.8 Other Rights of Redundant Employees:

- 39.8.1 In order to best ascertain and deal with employee's problems associated with the loss of permanent employment, the Company shall arrange individual counselling sessions with each redundant employee immediately following their notice of redundancy. An employee may, if they desire, invite a representative or delegate to attend such sessions.
- 39.8.2 Each employee under notice of redundancy will be given the opportunity to attend interviews for alternative employment, without loss of pay, provided they obtain prior consent of the Company, which shall not unreasonably be withheld.
- 39.8.3 The Company shall supply a certificate of service detailing the employee's work record and details of the circumstances of the termination.

40. RELOCATION

- 40.1 For any proposed location other than the current locations of the laboratory, the employer will advise APEX of any proposed permanent relocation situation prior to issuing notice to the affected employees. Notice to employees is deemed an individually written advice from the employer.
- 40.2 A permanent employee who is required to permanently move from current laboratory locations to another shall be paid the following:
 - 40.2.1 5 – 12 kilometers \$1,000 gross payable for employees working in excess of 20 hours. If an employee regularly works 20 or less hours per week but more than 10 hours, they shall be paid \$500 and should they work regularly 10 or less hours per week, they shall be paid \$250. This payment will be made on the second payday following relocation in accordance with the points below.
 - 40.2.2 If the relocation is over 12 kilometers, then 4 weeks' prior notice will be given so as to allow the parties to discuss and negotiate a relocation agreement in accordance with the following:
 - Where the required notice is not given to APEX then payment of wages in lieu shall be made to the employee.
- 40.3 Relocation provisions shall not apply to individual instances of temporary or casual relocation to premises other than the current workplaces.
- 40.4 Should an employee voluntarily leave their employment within 3 months of the relocation, pro rata deductions shall be made from their final pay.
- 40.5 Once payment has been made, the work location for staff who have received payment shall be deemed to include any Company laboratory site.
- 40.6 In cases of genuine personal hardship as a result of relocation, an employee may make representations in writing to the General Manager explaining their situation within four weeks of relocation. If that reason is reasonably acceptable to the General Manager, they shall approve severance. As an alternative, the employee may choose to be relocated back to the former site and be retrained in a new position should a suitable position be available. In such instances, any relocation payment already paid will be deducted from the severance payment.

- 40.7 Temporary Relocation - an employee who is required to relocate on a temporary basis shall be paid the following:
- 40.7.1 Mileage as per Clause 24.1 for use of the employee's own private vehicle Reimbursement of actual parking costs (where applicable)

41. REGISTRATION AND ANNUAL PRACTISING CERTIFICATE FOR LABORATORY STAFF

- 41.1 The employee is obliged to apply for registration with the Medical Science Council of New Zealand as soon as they are eligible to do so. The employer and employee acknowledge that they jointly have responsibility to obtain and then maintain certification by reaching competence standards. The employer agrees that they will deliver resources at their discretion to assist the employee to meet those standards.
- 41.2 For existing employees upon gaining registration with the Medical Science Council of New Zealand, the cost will be refunded by the Company on presentation of a receipt. This applies to the cost of a standard application only. The employer will pay the cost of the APC for any Medical Laboratory Scientist or Medical Laboratory Technician covered by this Agreement and required by law to hold such a certificate in order to perform their designated laboratory duties.
- 41.3 In the case of Medical Laboratory Scientists who will be required to meet the competency requirements of the Health Practitioner Competence Assurance Act, the Company will reimburse the cost of the membership fee of the NZIMLS and the fees to enroll in the CPD programme as they relate to members of the NZIMLS, providing that these do not exceed \$200 per annum when combined.
- 41.4 Should an employee's level of competency fail to reach or be maintained at the required standards and the responsible supervisor is unable to counter sign an Application for Renewal of the APC, the following procedure shall apply:
- 41.4.1 The employee's manager will write to the Medical Science Council of New Zealand (MSCNZ) advising the Council as to why the application for renewal was not signed-off on behalf of the Company.
- 41.4.2 In such circumstances the employee may make an application for an APC without the supervisor sign-off. However, if the MSCNZ proposes to decline the APC application, the employee is given the opportunity to make a submission to the MSCNZ.
- 41.4.3 After consideration of the submission, the MSCNZ may decline the application or it may issue a Time Limited APC with conditions, which must be completed satisfactorily prior to a supervisor sign off.
- 41.4.4 If neither an APC nor a Time Limited APC are issued to the employee, the employment of the employee will necessarily be subject to review.

- 41.5 Note: The above is a summary of the process available under the MSCNZ statutory provisions in relation to application for or renewal of an APC. This does not affect the reasonable rights of the company in respect to undertaking disciplinary action or determining an employee's suitability for continued employment. Issues of employee competency, conduct and performance remain subject to normal disciplinary processes that may involve warnings and/or termination should the company consider such action is justified.

42. STOPWORK MEETINGS

- 42.1 Subject to clauses 42.2 to 42.5 the employer shall allow every union member employed by the employer to attend, without loss of ordinary pay, two union meetings (each of a maximum of two hour's duration which may include the lunch period) in each year (being the period beginning on the 1st day of January and ending on the following 31st day of December).
- 42.2 APEX shall give the employer at least 14 days' notice of the date and time of any union meeting to which 42.1 is to apply.
- 42.3 APEX shall make arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.
- 42.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two hours in respect of the meeting.
- 42.5 Only APEX members who actually attend the union meeting shall be entitled to pay in respect of that meeting and to that end APEX shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.

43. EMPLOYING COMPANY

- 43.1 Lab Tests Auckland Limited shall be the employing company of all employees covered by this Collective Agreement from the date of its commencement.

44. ADDENDUM TO AGREEMENT

- 44.1 Should an increase in funding for 'Pay Parity' (or Pay Equity) be confirmed, the parties agree to meet within 4 weeks of any such confirmation to negotiate a variation to the pay rates in this Collective Agreement.

PART III – EMPLOYMENT RELATIONS PROBLEMS

PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

The following procedure will apply for resolving employment relationship problems as defined under the Employment Relations Act 2000, which include:

- A personal grievance alleging unjustified dismissal, disadvantage, discrimination, sexual or racial harassment, or duress (which may be initiated by the Employee).
- A dispute over the interpretation, application or operation of this Agreement (which may be initiated by either the Employee or the Employer).

An employment relationship problem does not include any problem with the fixing of new terms and conditions of employment.

The objective of this procedure is to ensure that any issues are raised as early as possible so that they can be resolved promptly, in-house if possible, without disruption to business 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 will provide the other party with a written statement setting out:

- The nature of the grievance or dispute;
- The facts relied upon; and
- 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 (except those for sexual harassment) of either the event which gave rise to the grievance, or when the event came to the notice of the Employee, whichever is the later. For sexual harassment claims, the period for raising a personal grievance is extended from 90 days to 12 months.

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 will 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 Ministry of Business, Innovation and Employment (MBIE).

Employment Relations Authority

Failing resolution through 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 a timely resolution.

Dated at Auckland on this

AUTHORISED Representative of the
EMPLOYEE PARTY

AUTHORISED Representative of the
EMPLOYER PARTY

Sam Heimsath
Advocate
APEX Inc

Anoop Singh
CEO
Lab Tests Auckland Limited

SCHEDULE A

Grand parented Provision for Night Rates

As per Clause 19.2 the employees listed below, who at 01 July 2015 permanently work after 9pm or are on a roster which may require them to work after 9pm, provided they have worked after 9pm in the last 12 months, shall continue to be employed on a grand parented basis under the Night Rate clause set out in the collective employment agreement which applied from 01 July 2013 until 30 June 2015.

Sri Lakshmi Athaluri
Ciara Side
Priyanka Chacko
Roseline Chandra
Patricia Christopher
Nitika Devi
Hera Howells
Xiaorong Luo
Sharon Odevilas
Anne Potter
Zaklina Vasileva
Apisai Wainivetau

What does APEX do?

- We negotiate **collective agreements** for employees in both the **public and private sectors**, and we enforce those agreements to ensure our members get their rightful entitlements.
- We provide members with general **employment advice**. This includes information about your employment rights under legislation and common law, your collective agreements, pay, and any disputes that may arise.
- We provide advice, support, and action with respect to **health and safety**. This includes psychological risks (e.g. bullying), physiological risks (e.g. fatigue), and physical risks (e.g. temperature in workplaces, hazardous substances, lifting, etc.).
- We support over **300 delegates** in workplaces around NZ, providing them with training and access to professional advice whenever they need it. Our delegates are readily available to you in the workplace and serve as a critical link between members and the professional advocates and staff employed by APEX.
- We produce **reports and newsletters** to keep you up to date with what's happening in your world, the wider Allied Scientific and Technical Health Practitioners space, and the broader health and industrial environments.
- APEX **monitors legislation and other policy drivers** to ensure you know what might be happening that could affect you, and to ensure you have the opportunity to have a say, if you wish.
- We provide a **public face to the media**, not just on industrial matters but also on health policy, health and safety issues, and to promote the invaluable work you perform.

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





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