



FERTILITY
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TE RAUHANGA O TE WHARETANGATA



APEX
ALLIED SCIENTIFIC AND TECHNICAL

**APEX
FERTILITY ASSOCIATES**

**EMBRYOLOGY
COLLECTIVE AGREEMENT**

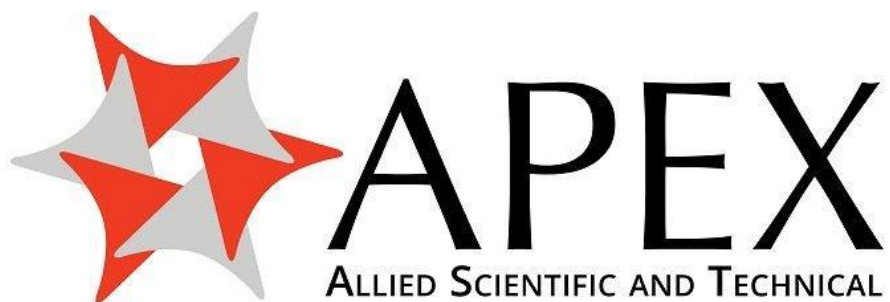
01 JULY 2022 - 31 MAY 2024

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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and



Embryology Collective Agreement

1 July 2022 to 31 May 2024

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1.0 Parties

Fertility Associates Ltd (The “Employer”)

AND

Association of Professional and Executive Employees (APEX) (The “Union”).

2.0 Coverage and Application

This agreement is made pursuant to the Employment Relations Act 2000 and its amendments and shall apply to all employees of Fertility Associates who are members of APEX and who are employed as Assistants, Technicians, Trainee Embryologists, Embryologists and Senior Embryologists.

The parties agree that any employee whose work is covered by the coverage clause of this agreement, who is engaged by the employer after the date this agreement comes into effect shall be offered information about becoming a member of the union. Further to this, the provisions of Section 62 of the Employment Relations Act 2000 shall apply.

Existing employees who are covered by the coverage clause who become members during the term of the collective agreement shall, from the date of becoming a union member, be bound by all benefits and obligations relating to employees under this collective agreement subject to the restrictions set out in the Employment Relations Act 2000.

3.0 Term

This collective agreement shall come into force on 1 July 2022 and continue in force until 31 May 2024.

4.0 Variation

Any variation to this collective agreement shall be mutually agreed between the parties and such variation shall be in writing and signed by the parties.

5.0 Employment philosophy

5.1 A successful business results from people working together. Fertility Associates is committed to a mutually beneficial employment relationship. In meeting that commitment we aim to:

- i. provide a supportive work environment;
- ii. maintain high standards of work; and
- iii. act fairly and responsibly in exercising its rights under this Agreement.

5.2 Fertility Associates requires that employees will at all times:

- iv. be honest and diligent and perform to the best of their ability;
 - v. perform all lawful and reasonable instructions by Fertility Associates;
 - vi. undertake education and training as required by Fertility Associates and take responsibility for their own development and the opportunities for development that Fertility Associates provides;
 - vii. represent Fertility Associates in a professional manner and enthusiastically promote and enhance the reputation of Fertility Associates in the wider community;
 - viii. maintain appropriate ethical standards and develop relationships based on trust, confidentiality and integrity;
 - ix. act in accordance with the purpose, vision and values of Fertility Associates;
- and

- x. perform such additional duties and responsibilities as may be assigned by Fertility Associates having regard to their skills and training

6.0 Qualifications, Warranties and Eligibility to Work

Employees agree that:

- 6.1 All representations made as to qualifications, experience or capabilities in applying for the position are true and complete;
- 6.2 They have not deliberately failed to disclose any matter which may have materially influenced Fertility Associates' decision to employ them;
- 6.3 They have disclosed any injury, illness, disease or other relevant circumstances that may affect the performance of duties and responsibilities under this agreement.
- 6.4 They have disclosed any criminal conviction, historical or pending, they are aware of and will provide Fertility Associates with the copy of a recent criminal conviction history, requested from the Ministry of Justice.
- 6.5 Any misrepresentation as to qualifications, experience or capabilities, or failure to disclose any illnesses, injuries or other relevant circumstances that may affect their ability to safely and effectively perform their duties and responsibilities may constitute serious misconduct justifying termination of employment.
- 6.6 They must be a New Zealand Citizen or hold a NZ Residence Class Visa or a current Work Visa. Failure to be eligible to work in New Zealand will result in termination of employment by Fertility Associates.
- 6.7 They warrant that any licence or qualification that they are required to hold, whether by law or otherwise, for the performance of the duties normally required of employees by Fertility Associates, is current and valid and shall be verifiable by Fertility Associates at all reasonable times.

7.0 Probationary Period

- 7.1 For new employees, the first 6 months of employment will be a probationary period during which their competency, behaviour and conduct will be appraised and monitored in order to assess and confirm their suitability for the role they have been employed to perform. The probationary period will commence on the day they start work or the day they begin a new role.
- 7.2 Fertility Associates may, at its sole discretion, extend the probationary period for a further set period(s) to provide further opportunity to address shortcomings and/or to meet the required standard.
- 7.3 During the probationary period(s) Fertility Associates will monitor and assess their performance. Fertility Associates will notify them of any shortcomings in their performance and advise them of the required standard and expectation. In the event that they have failed to meet expectations or the required standard, they will be issued with one warning. Failure to remedy the issues raised in the warning or the occurrence of other competency, behaviour or

conduct shortcomings may result in dismissal with 2 weeks' notice (or payment in lieu thereof).

- 7.4 Nothing in this clause shall prevent their dismissal for serious misconduct. During the probationary period, employees may terminate their employment by giving 2 weeks' notice.

8.0 Hours of Work

- 8.1 The ordinary hours of work shall be 40 per week, between the hours of 0730 to 1800. Each daily duty shall be continuous except for meal periods and rest breaks. They will also be rostered to work some weekends.
- 8.2 Rosters will be notified to those involved not less than 14 days prior to the commencement of the roster, provided that less notice may be given in exceptional circumstances.
- 8.3 It may be necessary from time to time to amend ordinary hours/and or the rosters according to the operational needs of Fertility Associates.
- 8.4 In the instance of substantial or permanent changes to hours of work or the roster(s), Fertility Associates will in the first instance, put a written proposal to affected staff that will form the basis for discussion.
- 8.5 Employees have the right to seek advice of APEX or have APEX act on their behalf before signing any such agreement.
- 8.6 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.
- 8.7 Should there fail to be agreement after the process outlined above, the employer has the right to alter rosters giving the employees concerned 2 weeks' notice.
- 8.8 While employees have a main place of work this may be subject to change from time to time after consultation with Fertility Associates.

9.0 Meal and Rest Breaks

Employees are entitled to paid rest breaks and unpaid meal breaks. Whilst the times that rest and unpaid meal breaks will be taken is usually at the employee's reasonable discretion, employees agree their manager may direct the times at which breaks will be taken.

Employees who are infant feeding and wish to express milk while at work, may arrange breaks to do so in discussion with their manager.

10.0 Salaries and Placement

10.1 Salary will be paid fortnightly by direct credit to the nominated bank account.

	Band	Start of Range	9-Jul-22	8-Jul-23
Increase			7%	6.5%
Lab Assistant/Technician	1.1	51418	55017	58593
	1.2	55702	59601	63475

Increase			7%	6.5%
Trainee Embryologist (MSC Provisional Registration)	2.1	59987	64186	68358
	2.2	66414	71063	75682

Increase			9%	6.5%
Embryologist (MSC Full Registration)	3.1	72841	79397	84558
	3.2	76398	83274	88687
	3.3	79955	87151	92816

Increase			10%	CPI+ 5%
Senior Embryologist (MSC Full Registration)	4.1	83554	91909	
	4.2	85696	94266	

Increase			11%	CPI+ 5%
Senior/2IC Embryologist (MSC Full Registration)	5.1	88920	98701	

Effective 9 July 2022, APEX union members shall receive a percentage increase (as per the scale above) to their annual salary expressed as an increase to the hourly rate.

Effective 8 July 2023, APEX union members shall receive a percentage increase (as per the scale above) to their annual salary, expressed as an hourly rate, as stipulated in the above scale.

Note: The second-year percentage increase for Embryologists in band 4 and band 5 is capped at a maximum of 12%. The collar will be at the lower end with a minimum increase of 5% even if the CPI is negative or zero. The Consumer Price Index (CPI) will be for the twelve months to 30 June 2023 as released by Statistics New Zealand.

- 10.2 Placement of employees into the relevant wage band shall be based on the applicable placement criteria being met per the table above. For example, an Embryologist with MSC Full Registration would be placed in Band 3 as a minimum.
- 10.3 Employees shall be offered an appropriate salary within their relevant salary band based on the breadth and depth of an employee's professional knowledge, skill, and performance.
- 10.4 Progression to bands 4 and above will be dependent on the employee agreeing to a minimum of 28 hours/week (0.7 FTE). Existing employees on Bands 4 and above will genuinely consider opportunities to increase their hours by December 2023 if they are currently less than 28 hours/week.
- 10.5 Following consultation, Fertility Associates is entitled to make deductions from your pay for:
- i. time lost through own fault;
 - ii. damage caused by negligent or wilful actions;
 - iii. time absent from work without good reason and/or authority;
 - iv. any debt owing to Fertility Associates;
 - v. an overpayment of salary/wages (including leave-related entitlements).

11.0 Penal Time

Penal time is time other than overtime, worked within ordinary hours of work on a Saturday or Sunday excepting those employees employed to work on Saturdays or Sundays only and/or in tertiary study where the hours of tertiary study are greater than the hours worked at Fertility Associates.

In respect of penal time worked, this shall be paid at one and a half times the normal rate of pay (T1.5)

12.0 Overtime

Overtime is time worked in excess of the employee's rostered daily hours. Additional hours worked must be approved in advance by the employee's manager.

In respect of overtime worked on any weekday, this shall be paid at one and a half times the normal rate of pay (T1.5).

13.0 Cancellation

If work is scheduled outside an embryologist's contracted hours of work ('Scheduled Work') and this is cancelled, the following provisions will apply. If the Scheduled Work is cancelled with:

- 13.1 48 hours' notice or more no payment will be made;
- 13.2 24 hours' notice or more and less than 48 hours' notice, the employee will receive 25% of the value of their Scheduled Work;
- 13.3 6 hours' notice or more and less than 24 hours' notice, the employee will receive 50% of the value of their Scheduled Work; and
- 13.4 less than 6 hours' notice, the employee will receive 100% of the value of their Scheduled Work.

14.0 On-call

- 14.1 If an employee is required to be on call for a weekend, and it transpires that they are called in to work, they will be paid the greater of either: one unit of the backup rate or their ordinary hourly rate plus one half (T1.5).
- 14.2 If an employee is required to be on call for a weekday and it transpires that they are called in to work, they will be paid the greater of either: one unit of the backup rate; or their ordinary hourly rate plus one half (T1.5).
- 14.3 If the employee is not called in to work, they are entitled to claim one unit of the backup rate for each day that they were on call.
- 14.4 The backup rate is calculated as the applicable minimum wage in New Zealand for adult workers at any time, multiplied by 6 hours. The backup rate will be paid for each day that an employee is on call. An employee on back up duty is released from being available at 2pm each day.

15.0 Public Holidays/Alternative Holidays

- 15.1 The following days shall be observed as public holidays:

New Year's Day	Sovereigns Birthday
2 January	Matariki
Waitangi Day	Labour Day
ANZAC Day	Anniversary Day (As observed locally)
Good Friday	Christmas Day
Easter Monday	Boxing Day

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

- is otherwise a working day for the Employee then the public holiday is treated as falling on the day it actually falls;
- is not otherwise a working day for the Employee and is a Saturday or Sunday then that public holiday is treated as falling on the following Monday or Tuesday.

NOTE: When the public holiday for the employee is observed on the Saturday or Sunday, the weekday is treated as a normal working day for that employee.

- 15.2 If an employee is required to work on a public holiday, they shall be paid at time one and a half (T1.5) of their normal rate of pay for the hours that they work and T1.0 for the hours that they do not work, within their rostered hours, if they elect to leave work early with Fertility Associates consent.
- 15.3 If the employee is required to work or is on call on a public holiday and it is a day that they would usually work, the employee is also entitled to an alternative day's holiday.
- 15.4 The Fertility Associates and the employee may agree in writing:
- 15.4.1 that a public holiday is to be observed by that employee on another day; and
- 15.4.2 the day to which the public holiday is transferred is to be treated as the employee's public holiday for the purposes of this agreement.

16.0 Annual Leave

- 16.1 Employees shall be entitled to leave of absence on full pay in respect of each leave year as follows:
- 16.2 Four weeks' annual leave (prorated to FTE), for the first year of service.

- 16.3 Five weeks' annual leave upon 12 months of continuous service to Fertility Associates (prorated to FTE), that is, 5 weeks for each year of service after the first year.
- 16.4 Where possible, annual leave shall be taken during the year in which it falls due. Annual leave shall be taken following prior agreement with the employer.
- 16.5 Payment for annual leave will be made in accordance with the provisions of the Holidays Act 2003 and its amendments.
- 16.6 Employees may take annual leave in advance during the year as their entitlement is earned, subject to the employer's approval as to when the leave is taken. If agreed with the line manager, employees may carry forward some of their annual leave to the following year, so long as their current and accrued entitlement at any time does not exceed the equivalent of six weeks entitlement of annual leave
- 16.7 Employees may be required to take annual leave if their balance exceeds the amount specified as above. However, Fertility Associates will give a minimum of 14 days' notice but will endeavour to give as much notice as possible.
- 16.8 If the employee is sick while on annual leave and have a sick leave balance available, the employer may allow the employee to take sick leave, in which case the annual leave shall be reinstated, and the period of sickness will be offset against the employee's sick leave entitlement

17.0 Closedown Period

The clinics are usually minimally staffed during the Christmas & New Year period and may also be closed during this or other periods. Fertility Associates will give them no less than 14 days' notice of the close-down and will require them to take annual holidays during the close-down period. If they do not have an annual holidays entitlement to cover the close-down period, Fertility Associates will pay them 8% of their gross earnings, for those with less than 12 months tenure, and 10% of their gross earnings, for those with 12 months or more tenure, since they commenced employment with Fertility Associates or since they last became entitled to annual holidays (as the case may be) and Fertility Associates will nominate a new annual leave entitlement date for them which is reasonably proximate to the actual beginning of the close-down period.

Alternatively, Fertility Associates and they might agree that they will either take unpaid annual leave or annual leave in advance of entitlement for the close-down period. Any annual holidays taken in advance of entitlement will be later deducted from their entitlement or, where applicable, from any final payments on termination of employment.

18.0 Sick leave

- 18.1 The Employee shall be entitled to 10 days sick leave per annum from the commencement of employment with Fertility Associates and each year thereafter.
- 18.2 Sick Leave entitlement is to be taken where the employee, their partner or their dependents are sick. Employees are entitled to carry over the unused sick leave each year up to a maximum of the thirty (30) days total entitlement.
- 18.3 If employees are absent from work due to sickness or injury for more than three (3) calendar days (including intervening rostered days off), they may be required to produce a medical certificate or other suitable documentation. This may also apply in the case of the illness or injury of someone in the employee's immediate care which requires the employee to attend them.
- 18.4 Any additional sick leave required should be requested in writing and will be at the discretion of the employee's manager.

- 18.5 Wherever possible, employees are required to provide prior notice of their need to take sick leave to their line manager. Where prior notice is not possible, employees must notify their manager as soon as possible on their first day of absence.
- 18.6 In addition, where their manager has concerns about frequency or pattern of absence or sickness then employees agree that Fertility Associates may at its expense require employees to undergo a medical examination by a registered medical practitioner nominated by Fertility Associates (after Fertility Associates has considered your wishes in respect of the appointment of the registered medical practitioner).
- a) A copy of any medical report furnished by such medical practitioner shall be available to both parties. We may exercise this right for the purposes of:
- i. determining whether granting employees ongoing sick leave is appropriate; or
 - ii. determining whether your employment should be terminated for incapacity; or
 - iii. assessing your fitness for work and/or return to work after a period of sick leave; or
 - iv. obtaining a second opinion where employees have provided a medical certificate/report.

Employees hereby irrevocably consent to a copy of any medical report obtained under this section being provided to Fertility Associates.

If employees do not attend the registered medical practitioner when requested, Fertility Associates may take this failure to co-operate into account when making a decision.

19.0 Bereavement Leave

- 19.1 The Employee is entitled to 3 days' bereavement leave where the bereavement results from the death of the Employee's spouse or de facto partner, parent, child, sibling, grandparent, grandchild or parent-in-law.
- 19.2 The Employee is entitled to 1 day's bereavement leave in the event of the death of any other person if Fertility Associates accepts that, having regard to relevant factors such as closeness of association, ceremony responsibilities, or cultural responsibilities, that the employee has suffered a bereavement.
- 19.3 Employees can apply for bereavement leave in respect of each bereavement suffered.
- 19.4 Wherever possible, employees are required to provide their manager with prior notice of their need to take bereavement leave. Where prior notice is not possible, employees must notify their manager as soon as possible on their first day of absence.
- 19.5 The employer may require proof of the bereavement or the closeness of the relationship that the employee had with the deceased.
- 19.6 Sick Leave and Bereavement Leave are taken on the basis of Fertility Associates' trust and that taking such leave without good and sufficient reason will be regarded as serious misconduct. Attention is drawn to obligations under the Holidays Act 2003 as set in the section on medical certificates and medical examination.

20.0 Domestic Violence Leave

After 6 months continuous service with Fertility Associates, employees are entitled to:

Ten (10) days domestic violence leave. Domestic Violence Leave entitlement is to be taken in order to deal with the effects of domestic violence.

Following the start of employment at Fertility Associates, employees may:

Request a short-term variation to their working arrangements (up to two months or shorter) to deal with the effects of domestic violence. Fertility Associates will respond urgently and within 10 working days. The variation can include changes to hours of work, location and duties of work. This is similar, and in addition to, the existing rights employees have when making a flexible working request.

Wherever possible, and when requested by the manager, employees must provide their manager with proof that they or a child in their care is affected by Domestic Violence.

Fertility Associates may refuse requests, based on specific grounds.

21.0 Parental leave

The employee is entitled to take Parental Leave in accordance with the Parental Leave and Employment Protection Act 1987.

22.0 Jury Service

Paid leave at the employees' ordinary hourly rate of pay for up to five days is available if an employee is summoned to attend jury service. Fertility Associates is not obliged to maintain salary should the period of jury service extend beyond five days.

Should an employee receive notice to attend jury service, they should discuss this as soon as possible with their manager in an attempt to make arrangements for cover. In the event that it is simply not possible for the employee to be released for the specified period, this will be agreed, and a letter written to the Department of Justice seeking an exemption on these grounds.

If agreed, and the employee elects to take special leave on pay to attend jury service, the employee will need to pay Fertility Associates the payment made to the employee by the Department of Justice for the days they attend jury service. The employee may keep the expense items paid in addition to the normal jury fees.

Should the employee not be required on any day of jury service, they are expected to return to work as soon as possible.

23.0 Health and Safety

Both Fertility Associates and the employee must comply with obligations under the Health and Safety at Work Act 2015, its subsequent amendments and/or any substituting legislation.

Employees are required to comply with Fertility Associates' health and safety guidelines, policies and procedures and, in particular, to take all practicable steps to ensure their own fitness for work and safety and the safety of others in your place of work. This includes taking all reasonable steps to report promptly any work accident, or patient incident, or near miss to their manager. Employees are required to ensure they maintain their ability to perform their duties safely and effectively. Employees must advise the employer of any medical condition (including stress-related symptoms) which may impact on their ability to perform their duties safely or effectively. In the event that the employee does not comply with the guidelines, policies and procedures, they may be subject to disciplinary action up to and including dismissal.

If at any time, including during any secondary employment, employees are exposed to a potentially serious transmittable or notifiable disease, such as MRSA, or HIV or Hepatitis, they must notify their manager immediately. Failure to do so could result in the employee's

summary dismissal. At Fertility Associates' discretion, the employee may be required to take leave without pay until such time as they are cleared to return to work.

Employees will be required to assist Fertility Associates in its responsibility to take all reasonable precautions for their own health and safety, and the health and safety of others. It will also be necessary for the employee to ensure any damage or fault in any equipment or the existence of other hazards that may endanger the health and safety of themselves or others is reported to Fertility Associates.

24.0 Infectious Disease requirements

In line with Fertility Associates commitment to health and safety, the employer may at times identify a need for employees to take steps to minimise the risks arising from infectious disease. These risks may be significant for both Fertility Associates people and clients.

Accordingly, employees agree to comply with the following requirements:-

- 24.1 Employees will notify Fertility Associates immediately if they are diagnosed with or receive any test results or other reasonable indication that they are suffering from an infectious disease. This includes when they are experiencing symptoms which may be indicative of an infectious disease even if they have not been medically assessed or diagnosed.
- 24.2 When requested in relation to any particular infectious disease, they will:
- 24.3 confirm their current vaccination status, any history of having been infected with the same or similar disease, and any medical treatment or other matter which is relevant to their risk of infection, their risk to others of passing on infection, or their risk of serious harm or illness if infected;
- 24.4 provide immediate updates on any change in this information; and
- 24.5 provide reasonable evidence confirming this information as we may request.
- 24.6 When requested in relation to any particular infectious disease, they will take reasonable steps to ensure they are vaccinated without delay, and that they then remain vaccinated in line with any instructions which we may issue. Employees will provide Fertility Associates with reasonable evidence of their vaccination status as we may request. We agree that we will discuss and consider with them any individual circumstances which they raise and which have a bearing on what steps are reasonable for them.
- 24.7 If requested by Fertility Associates, employees will participate in any testing or screening process which we may put in place (including testing and/or screening using home-kits, requiring them to visit their doctor or at the workplace). They also agree to share with Fertility Associates the results of such tests.
- 24.8 When the employer determines it is required for the performance of their duties, they will take reasonable steps to obtain, maintain and use any Government or other recognised certification or registration which is intended to confirm their vaccination or infection status.
- 24.9 Employees will permit Fertility Associates to communicate their infection and vaccination status to other personnel and to clients or other third parties as we and/or parties with which we do business consider necessary in order to manage the risk of infection. To the extent reasonably possible, we will be sensitive to their privacy when managing such

communications.

24.10 Employees will follow any other reasonable instructions which we may issue concerning the management and control of risks arising from infectious disease.

24.11 For the purposes of this section:

“infectious disease” is any infection or illness which can be spread from person to person, whether directly or indirectly, and which may cause harm or impairment or otherwise affect a person’s health, such that it constitutes a health and safety risk in the workplace. Without limitation, such infectious diseases include COVID-19, Influenza, Measles, Mumps, Rubella, SARS, Tetanus and Tuberculosis and any of their variants. For the avoidance of doubt any infection or illness which may generally cause minor symptoms such as colds, rhinovirus, coronavirus, respiratory syncytial virus (RSV), parainfluenza and other respiratory illnesses is also included.

24.12 “vaccinated” means being fully vaccinated against a relevant illness in line with New Zealand Government public health guidance and any additional guidance which may be issued by Fertility Associates, including where relevant, receiving any booster, replacement or updated vaccination medication or treatment which may be required.

24.13 “vaccination status” means the extent to which a person is vaccinated, and for a person’s vaccination status to be confirmed, details of the date and nature of any vaccination medication or treatment which a person has received must be provided.

25.0 Termination

Termination will be on 6 weeks’ notice (which either the employer or the employee can give), with the exception of termination for serious misconduct or as set out below in relation to a force majeure event.

Should the employee fail to give the required notice, Fertility Associates is entitled to deduct the unworked balance from any moneys owed to the employee or to otherwise recover this sum.

In the event of serious misconduct Fertility Associates may terminate this agreement without notice and without payment of any compensation or damages other than payment for salary and entitlements then due.

Employees understand and agree that their employment may be terminated without notice, and without payment of salary/wages in lieu of notice, if a natural disaster, workplace fire, flood or other similar major event beyond the control of Fertility Associates makes it impossible for their employment to continue (“force majeure”). Where practicable, Fertility Associates will consult with the employee before terminating their employment in accordance with this clause.

26.0 Abandonment of employment

Where an employee is absent from work for more than three consecutive working days without advising Fertility Associates or seeking Fertility Associates’ authorisation for such absence, they will be deemed to have terminated their employment by way of abandonment. Fertility Associates acknowledges that before the employee is deemed to have abandoned their employment, Fertility Associates will take reasonable steps to contact the employee and find out why they have not been at work/in contact. The employee agrees that throughout the

term of this Agreement, they will keep Fertility Associates informed of their current contact details, including address and telephone number.

27.0 Suspension

Where Fertility Associates considers it necessary, without prior discussion or inquiry, for the protection of its operational and business interests, it may require an employee to undertake reduced or alternative duties consistent with their abilities or remain away from work, on pay unless where the circumstances warrant the suspension to be without pay, including but not limited to where the period of suspension becomes extended due to factors beyond the control of Fertility Associates, while it conducts an investigation into their conduct as an employee, or their performance.

28.0 Redundancy/Redeployment

Circumstances may arise where it is necessary for Fertility Associates to reduce the number of employees or change the manner in which we operate. A redundancy situation occurs when a position becomes surplus to the needs of Fertility Associates. A redundancy situation may arise if Fertility Associates decides to close, sell, transfer, merge, contract out/outsource, restructure or amalgamate all or any of its clinics and/or to reorganise or restructure any of its services or positions of employment.

In the event that an employee's employment is terminated for redundancy, they will be entitled to four weeks' notice of redundancy (or payment in lieu) and redundancy compensation will be payable in accordance with the following formula:

- (i) three weeks' salary for the first year of continuous service or part thereof; and
- (ii) one week's salary for each subsequent full year of continuous service to a maximum of five years' service.

For the purposes of this clause, redundancy compensation will be paid at the rate of the employees average weekly earnings calculated over the last twelve months before they were notified of redundancy of their position.

The employee will not be entitled to any form of notice of redundancy or other compensation in the following circumstances:

- (iii) Where their position is made redundant, and they have been offered an alternative position within the Fertility Associates Group where the terms and conditions of employment are overall generally no less favourable than your existing terms and conditions.
- (iv) In the event of the sale, transfer, merger, amalgamation, contracting out/outourcing or reconstruction of all or part of Fertility Associate business such that their employment is terminated and they are offered employment with the purchaser or any other party to the sale, merger, transfer, amalgamation, contracting out/outourcing or reconstruction on terms and conditions which are generally no less favourable than their existing terms and conditions.

29.0 Refund of Annual Practising Certificate, Professional Memberships Annual Fees

Where an employee is required by law to hold a current practising certificate in order to perform their employment tasks, Fertility Associates will reimburse the cost of any such certificate annually on provision of proof of payment. Employees must provide evidence to their manager each year that their practising certificate is current.

Fertility Associates may require that registration with, or certified by, a body or agency where this is relevant to the nature of employment, whether or not this is also required by law. If an employee is required to hold such registration/certification, evidence must be provided to your manager each year that the employees registration/certification is current. Fertility Associates will reimburse the cost of any such registration/certificate annually on provision of proof of payment.

Employees are required to promptly notify their manager of any agency, body or authority's action that may affect their ability to practise, including any alteration to your scope of practice. Employees are also required to promptly notify their Manager if any aspect of your practice is the subject of consideration by any authority, Court, Tribunal, or investigative agency, employees must update their manager of any significant developments that occur in any such matter.

Failure to comply with any of the above requirements may result in disciplinary action up to and including dismissal.

30.0 Continuing Professional Development (CPD)

The employer is committed to developing the professionalism and skills of its people. This may include support such as leave to enable employees to undertake a course of study, to complete qualifications or to attend courses and seminars relevant to their work.

CPD is considered an essential requirement for Embryologists to maintain competency. This is a dual responsibility between employer and employee.

Where an employee is undertaking or attending a relevant course of study, conference course or other form of continuing professional development, then actual and reasonable expenses shall be refunded in accordance with the following:

- (i) Fertility Associates shall commit a minimum sum each financial year for meeting approved professional development costs incurred by employees.
- (ii) In addition to this minimum sum, each embryologist shall be allocated \$500 per annum for the purposes of meeting professional development costs.

In usual circumstances, CPD would be undertaken as part of normal work time and paid accordingly as agreed with their line manager. The maximum pay per day when undertaking CPD shall not exceed their ordinary hours worked during a week (Monday to Friday)

The employer will ensure that applications for professional development are assessed fairly and where limited places are available for training decisions are made using a fair process.

31.0 Professional indemnity insurance

Fertility Associates will provide all clinical employees involved in the provision of direct patient care with Professional Indemnity to cover the investigation, defence, settlement and any costs incurred in connection with any legal proceedings or inquiry arising from any circumstance or claim relating to a professional matter which occurs during their employment. This Professional Indemnity does not absolve clinical employees of responsibility under the Health Practitioners Competence Assurance Act 2003 and applicable legislation and requires clinical employees to follow Fertility Associates' guidelines and quality requirements.

Fertility Associates will also maintain General Liability Insurance in respect of accidental personal injury or property damage caused by all employees arising from activities performed in the scope of their duties under this agreement.

The Professional Indemnity and General Liability Insurance are subject to the terms, conditions, limits and exclusions of the policies, and may be subject to amendment from time to time.

32.0 Superannuation

If the employee elects to join KiwiSaver, the employer will facilitate their participation in the scheme, along with making all employer contribution entitlements, as per legislative requirements. All employer contribution entitlements are paid in addition to base salary.

33.0 Resolution of Employment Relations Problems

An “employment relationship problem” includes:

- i. A personal grievance
- ii. A dispute
- iii. Any other problem relating to or arising out of the employment relationship but does not include any problem with negotiating new terms and conditions of employment.

Where an Employment Relationship Problem arises the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:

The employee is entitled to seek representation at any stage during the process. Help with an employment relations problem is available from within the workplace (employee, manager) or outside the workplace (Employment New Zealand 0800 20 90 20), or a union, an advocate or a lawyer.

If the matter is unresolved either party is entitled to seek mediation from Employment New Zealand or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)

A “personal grievance” means a claim that an employee:

- (a) has been unjustifiably dismissed; or
- (b) has had their employment, or their conditions of employment, affected to their disadvantage by some unjustifiable action by the employer; or
- (c) has been discriminated against their employment; or
- (d) has been sexually harassed in their employment; or
- (e) has been racially harassed in their employment; or
- (f) has been subjected to duress in relation to union membership.

If the employment relationship problem is a personal grievance, the employee must raise the grievance with the employer within a period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the latter.

Where any matter comes before the Authority for determination, the Authority may direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.

If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.

34.0 Policies and Procedures

Fertility Associates has guidelines, policies, procedures and practices on many matters. A number of these matters are, or will in the future become, relevant to employees. Employees must ensure that they know the policies, procedures, guidelines, and practices on these matters and observe them strictly.

Substantial changes to such policies shall be in consultation with APEX and reasonable notice of the change must be given to the employees.

A copy of the current Fertility Associates policy documentation is available at the clinic for employees to review. If there is a conflict between this agreement and the Fertility Associates policy documentation, this agreement will apply.

35.0 Confidentiality

Employees must not disclose to any person any information regarding the patients or business of Fertility Associates, other than as expressly requested by the manager on behalf of Fertility Associates.

Employees must not, at any time during or after their employment with Fertility Associates, discuss or disclose confidential information, processes, materials, costs or secrets relating to any aspect of this agreement or any of the business or other affairs of Fertility Associates, or clients, to any person without Fertility Associates' express prior agreement, except where this may be required in the performance or discharge of duties under this agreement.

On employment with Fertility Associates ending, employees must deliver to their manager all information held in written or computer storage format.

Employees acknowledge that Fertility Associates may treat a breach of this clause as serious misconduct, which may result in summary termination of employment.

36.0 Privacy and Personal Information

Fertility Associates may collect and retain personal information concerning any aspect of an employee's employment. Under the Privacy Act 2020, employees have rights and obligations and in particular the right of access to and correction of, such personal information (except insofar as it relates to any exception provided by the Privacy Act).

Employees must declare any interest in any business of any kind, of which may potentially be in conflict or in competition with the business of Fertility Associates in which they are engaged. Further, employees must not, whilst employed by Fertility Associates, invest personal monies, obtain an interest in or establish any other business that may be deemed to be in competition with the Fertility Associates, without Fertility Associates' prior written permission.

Employees agree that, whilst employed by Fertility Associates, they will not, without prior written approval of Fertility Associates, be employed, engaged, concerned or interested (whether directly or indirectly) in any way whatsoever in any other business whose activity competes with the Fertility Associates in any way whatsoever.

Employees must obtain prior written approval from Fertility Associates for any secondary employment. For the avoidance of doubt, "secondary employment" is not limited to paid employment, but also includes contracting, self-employment, and volunteering. Fertility Associates may withhold approval if it considers that this is necessary to:

- protect its commercially sensitive information; or
- protect its intellectual property rights; or
- protect its commercial reputation; or
- prevent an unacceptable and/or unmanageable conflict of interest; or
- prevent an adverse impact on the performance of their duties under this Agreement; or
- ensure their health and safety and/or the health and safety of others at the workplace.

The reasons listed above are not exhaustive and Fertility Associates may consider any other reasonable grounds that may justify withholding approval. Failure to seek and obtain Fertility Associates' approval may constitute serious misconduct and may result in disciplinary action up to and including summary termination employment.

37.0 Property of the Employer

All documents, standards, software and other materials (whether relating to the business of Fertility Associates or its clients or patients) supplied to employees, created by employees or otherwise acquired by employees in the course of their employment with Fertility Associates are the property of the employer and must be returned upon termination employment.

All ideas, concepts, copyright, inventions, patents, trademarks or other products or processes developed or created either in whole or part by you arising from or in connection with the activities of Fertility Associates shall be the sole property of Fertility Associates.

38.0 Non-solicitation

Employees acknowledge that during the course of employment, they will obtain confidential information concerning the business, clients, suppliers and finances of Fertility Associates. Disclosure of the confidential information could materially harm Fertility Associates. The remedy of damages may be inadequate to protect the interests of Fertility Associates. The parties therefore expressly agree that the undertakings set out below are reasonable and necessary for the legitimate protection of Fertility Associates' confidential information and business. In addition, Fertility Associates remains entitled to seek, and obtain, injunctive relief, or any other remedy in any Court to protect its interests.

Employees agree that, for a period of three (3) months following the termination of employment (however terminated) without the prior written consent of the Fertility Associates, they will not do any of the following:

- (a) Directly or indirectly induce or solicit or endeavour to induce or solicit, any person who or entity which, within the 12-month period prior to the termination of their employment, was a client or customer of Fertility Associates, to cease doing business with Fertility Associates or to reduce the amount of business which the person or entity would normally do with Fertility Associates;
- (b) Directly or indirectly induce or solicit or endeavour to induce or solicit any person who or entity which was at any time within the 12-month period prior to the termination of their employment, a director, employee, manager, consultant, agent, representative, associate, contractor or advisor to Fertility Associates, to terminate his, her or its employment or relationship with Fertility Associates, whether or not that person would commit a breach of that person's contract or employment agreement;

(c) Directly or indirectly approach, entice away or deal in trade with any person who or entity which, within the 12-month period prior to the termination of their employment, was a client or customer of Fertility Associates.

What “else” does APEX do?

- We negotiate Embryology **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 or [join us on Facebook](#).



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