



NEW ZEALAND

NURSES

ORGANISATION



Labtests

NEW ZEALAND NURSES ORGANISATION AND  
LABTESTS LIMITED COLLECTION SERVICES  
COLLECTIVE EMPLOYMENT AGREEMENT

1 January 2024 -  
- 31 December 2024

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## **PART 1 - NATURE, OBJECT AND COVERAGE OF THE AGREEMENT**

### **1. NATURE AND OBJECT OF THE AGREEMENT**

- 1.1 This is a collective agreement made pursuant to the Employment Relations Act 2000. The parties to this agreement agree to the terms and conditions outlined in this document.
- 1.2 This agreement sets out the rights and duties of the parties and employees covered by this agreement to the intent that they will be followed fairly and in good faith for their mutual benefit.
- 1.3 This agreement sets out all the express terms of the agreement. Terms which are implied by law in agreements of employment will be recognised to the extent they are not contrary to these express terms or contrary to the true intent and purpose of this agreement.
- 1.4 No representations, understandings or other agreements or arrangements will be recognised as terms of this agreement unless they are:
- i. Set out in this agreement or deemed to be part of; or
  - ii. Have been agreed and recorded in writing to take effect as individual terms and conditions and which are not inconsistent with anything in this agreement
- 1.5 The parties and each of them acknowledge:
- i. This agreement and every part of it was not procured by harsh and oppressive behaviour or by undue influence or by duress;
  - ii. This agreement and every part of it is not as at the date of it harsh and oppressive;
  - iii. This agreement was negotiated fairly and with knowledge of information relevant to the terms agreed.

### **2. PARTIES**

- 2.1 This agreement is made between:
- i. Labtests Auckland Limited (the "Company"); and
  - ii. New Zealand Nurses Organisation (the "Union")
- 2.2 Subject to Clause 3 (Coverage), an employee who joins NZNO during the currency of this agreement will be entitled to all the benefits and be bound by all the obligations under this agreement. The employee and/or NZNO shall advise of any new member that is covered by this agreement.

2.3 Although this agreement shall cease to apply to any person who ceases employment with the Company, the person will continue to be so bound under an individual agreement of employment for the purposes of enforcing:

- i. The rights, duties and obligations arising out of the collective agreement (both expressed and implied) which have not been discharged or completed at the time the employment ceases; and
- ii. The rights, duties and obligations that continue to bind the Company and employee after employment ceases whether or not they are expressed or implied.

### **3. COVERAGE**

- 3.1 This agreement applies to any person employed or engaged to be employed as a:
- Trainee
  - Qualified Phlebotomist
  - Mobile Phlebotomist
  - Senior Phlebotomist

### **4. NEW EMPLOYEES**

- 4.1 As required by Section 62 of the Employment Relations Act (the Act), all new Employees will be offered the terms and conditions of this collective agreement for the first 30 days of their employment.
- 4.2 The Employer will provide new Employees who fall within the coverage clause of this agreement a copy of the collective agreement and information about the Union via the written letter of offer and information pack. The information to be provided will be supplied by the union(s) and included in orientation packs by the Employer.
- 4.3 As required by Section 62A, and subject to the Employee not objecting in terms of Section 62A(2)(b), the employer shall provide the Union with the names, work locations and contact details of all employees (within the coverage clause, who consent to the provision of this information) that have been appointed.
- 4.4 The Employee's consent will be obtained via a form / online consent included in the Employee's orientation pack.

### **5. TERM OF AGREEMENT**

- 5.1 Dates Relevant to Agreement
- i. This agreement was agreed by the parties and will come into force from the date of signing and shall expire on 31 December 2024 .

## **6. VARIATION OF THIS AGREEMENT**

- 6.1 This collective agreement may be varied during its term only by agreement of the Company, the Union party to the agreement and the majority of union members affected by the variation. Such variations shall be in writing and signed by the parties to the variation.

## **7. RECOGNITION AND OPERATION OF UNION PARTY TO THE COLLECTIVE AGREEMENT**

- 7.1 Section 12 of the Employment Relations Act 2000 provides the object of Part 4 is:
- i. to recognise the role of Unions in promoting their member's collective employment interests;
  - ii. to provide for the registration of unions that are accountable to their members;
  - iii. to confer on registered unions the right to represent their members in collective bargaining; and
  - iv. to provide representatives of registered unions with access to workplaces for purposes related to employment and union business.

## **8. TREATY OF WAITANGI**

- 8.1 Our employment policies will be consistent with the principles of the Treaty of Waitangi.

## **PART 2 - TERMS AND CONDITIONS**

### **9. INTENT OF THE PARTIES**

- 9.1 The parties to and employees covered by this agreement mutually agree to; do, observe and perform every matter and thing provided for by this agreement and shall not do anything contrary thereto but shall in all respects abide by and perform the same.
- 9.2 The Employer shall have full control to his / her own operations and shall be entitled to make such rules and policies, not contrary with the provisions of this agreement, as may be deemed necessary for good order. The observance of the rules and policies of the Employer, as advised to Employees, shall be deemed to be an obligation under this agreement.
- 9.3 The parties to, and the Employees covered by this agreement, agree to the need to operate with a commitment to the highest levels of professional conduct and service using modern technology and practices, and to respond flexibly and quickly to changes that will be desirable to maintain and improve the effectiveness of the Employer's operations.

- 9.4 It is acknowledged that the Company and the Employees have a mutual obligation to give and receive training relevant to the operations of a Medical Pathology Laboratory, and further where Employees are required to obtain a qualification by the Employer, to undertake diligently such study as may be required to achieve the appropriate standard.
- 9.5 The parties acknowledge the duty of good faith. In addition to the implied mutual obligations of trust and confidence, the parties to the employment relationship are to be active and constructive in establishing and maintaining a productive employment relationship in which they are, in among other things, responsive and communicative. Further, if the Company is proposing to make a decision that will, or is likely to, have an adverse effect on the continuation of employment of an employee, it will provide:
- i. Access to information, relevant to the continuation of the Employee's employment, about the decision; and
  - ii. An opportunity to comment on the information before the decision is made.
  - iii. The above does not require the Company to provide access to confidential information if there is a good reason to maintain the confidentiality.
- 9.6 A copy of the agreement shall be made available to the Employee's covered by the Collective Agreement.

## **10. CONFIDENTIALITY**

- 10.1 The parties and employees acknowledge that the nature of the business of a Medical Pathology Laboratory involves a high degree of confidential information relating to patients and the business. In carrying out his/her duties the employee shall not reveal or make known to any persons any of the matters or concerns regarding patients or the business, except to an authorised person as directed by laboratory management.

## **11. TERMS OF EMPLOYMENT**

- 11.1 Employment to a geographical cluster region or as a mobile phlebotomist:
- All staff are employed to a cluster of Collection Centres - this is a geographical cluster

## **12. PROBATIONARY PERIOD**

- 12.1 A review of the Employee's employment may be undertaken at or about the end of the first 3 months of employment ("the probationary period") with the objective of enabling the Employer to assess

whether the Employee is likely to be a satisfactory appointment to the permanent staff.

- 12.2 During the probationary period the Employer will inform the Employee of any shortcomings with a view to helping the Employee improve.
- 12.3 If the Employer concludes that the Employee is unlikely to be satisfactory, the Employer will give the Employee the opportunity to respond to such concerns that the Employer may have.
- 12.4 After considering any response that the Employee may wish to make, the Employer may:
  - i. Confirm the appointment of the Employee to the permanent staff;
  - ii. Extend the probationary period for such further period as the Employer considers necessary to enable a further assessment of the Employee to be made, in which event the Employer will inform the Employee of the reasons for the extension; or
  - iii. Terminate the employment on giving the Employee such notice, being not less than 2 weeks, as the Employer may in the circumstances decide
- 12.5 If the Employer decides to extend the probationary period, the Employer may reassign the Employee to different duties for which the Employee is, or appears to be, better suited.
- 12.6 In assessing whether the Employee is likely to be a satisfactory appointment to the permanent staff, the Employer may take into account such matters as the Employer sees fit, irrespective of whether or not any such matter amounts to misconduct on the part of the Employee.
- 12.7 Nothing in this clause shall prevent the Employer from terminating the employment summarily for serious misconduct at any time within the probationary period.

### **13. PAYMENT OF WAGES**

- 13.1 Employees will be paid fortnightly in arrears by direct credit. Where errors, other than overpayment, have occurred as a result of Employer action or inaction, corrective payment must be made within five working days of the error being brought to the Employer's attention.
- 13.2 The Employees shall complete a time recording system as required by the Employer.
- 13.3 Wherever practicable, any disputed items shall not be changed without first referring it to the affected Employee.



- 13.4 The Employer shall endeavour to direct credit payment of wages into the Employee's bank account one clear banking day prior to a public holiday.
- 13.5 Deductions may be made from remuneration for any absence due to the default of the Employee or for sickness in excess of paid sick leave entitlement or compensable accident. Any monies owed by the Employee to the Employer upon termination will be deducted from the Employee's final pay.
- 13.6 In the event of an overpayment of remuneration, the Employer and Employee shall agree on reasonable repayments by deduction from wages, except upon termination, where any remaining overpayment may be recovered in full from any monies owed by the Employer to the Employee. The Employer and Employee with discuss and agree a repayment programme which will see the monies repaid over a period of 3 months. Where the Employee is able to show exceptional circumstances, this may be amended on a case by case basis.

#### **14. DEDUCTIONS**

- 14.1 No deductions shall be made from the Employee's wages without the Employee's written authority, except for those required by law or the courts.
- 14.2 Where an Employee incurs a fine as a result of an activity while working for the Employer, that fine shall be deducted from wages after discussion with the Employee.

#### **15. ABANDONMENT OF EMPLOYMENT**

- 15.1 Where an Employee is absent from work for more than 3 days without the consent of the Employer, or without notification to the Employer, the Employee shall be deemed to have abandoned and thus terminated the employment.
- 15.2 Before deciding that the Employee has abandoned the employment, the Employer shall make reasonable efforts to communicate with the Employee at the Employee's last known address or whereabouts.

#### **16. NOTICE PERIOD**

- 16.1 The period of notice of termination for all permanent employees under this agreement shall be four weeks. For all fixed term and casual staff the notice of termination shall be two weeks.
- 16.2 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 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.

- 16.3 Upon termination of employment and at the written request of the employee, the Company shall furnish a signed certificate setting out the nature and period of the employee's engagement and a copy of the position description of their final position.

## **17. DEFINITIONS/ CLASSIFICATION OF EMPLOYEES**

- 17.1 "Medical Laboratory" means a Medical Laboratory that undertakes the examination of human tissue, fluids and excretions for testing purposes.
- 17.2 A "Trainee Entry Level - Pre-Registration" is a person who is in their first 12 months of employment in Phlebotomy and who is not registered, but is actively working towards gaining a qualification which allows them registration and an annual practising certificate with the Medical Laboratory Sciences Council of New Zealand (MSCNZ), this may include conditions requiring the person to work under supervision.
- 17.3 A "Provisional APC or Auto 12 month Competency" - is a person who has been granted Provisional APC by the MSCNZ in the scope of practice- Medical Laboratory Pre-Analytical Technician with supervision conditions or has successfully completed the business's internal 12 monthly competency assessment and knowledge test.
- 17.4 A "Qualified Phlebotomist" is a person who holds full registration issued by the New Zealand Medical Sciences Council which has a scope of practise as a Phlebotomist and who has a current annual practising certificate as a QMLT or equivalent from the MSCNZ without conditions.
- 17.5 A "Mobile Phlebotomist"/"Mobile Trainee" is a person who Labtests deems as competent and has been appointed into this role to undertake mobile phlebotomy duties.
- 17.6 A "Senior Phlebotomist" is a qualified phlebotomist who provides support to trainee and qualified phlebotomists and oversees the running of a collection centre.
- 17.7 A "Part Time Employee" means an employee who works on a regular basis but less than the 40.0 ordinary hours per week prescribed in this agreement
- 17.8 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.

**18. WAGES**

18.1 The wage rate for an Employee covered by this agreement shall be the rate agreed between the Employer and the Employee within the scales provided for in this clause.

**19. RATES OF WAGE**

Wage Classification	Rate Effective from first full pay period following 1 <sup>st</sup> January 2024
Entry Level Pre Registration	\$25.10
Provisional APC or Auto 12 month Competency	\$25.57
Qualified - Full APC	\$28.11
Qualified - 1 year relevant experience after obtaining Full APC	\$28.26
Qualified - 2 years relevant experience after obtaining Full APC	\$28.89
Qualified - 3 years relevant experience after obtaining Full APC	\$30.47
Qualified - 4 years relevant experience after obtaining Full APC	\$30.99
Merit Phlebotomist	\$31.52
Mobile Phlebotomist/Mobile Trainee	\$31.11
Senior Phlebotomist	\$32.04
Merit Senior Phlebotomist	\$32.48

Employees who are paid off scale rates shall have their remuneration increased to maintain relativity with the relevant step in the above scale. Rates effective as from the commencement of 1<sup>st</sup> full pay period following 1 January 2024.

19.1 Taking into account a new Trainee's experience, the employer has discretion to start the Trainee on the "12-month Competency" step.

**20. HOURS OF WORK**

20.1 Ordinary Weekly Hours of Work

i. Hours and / or days of work within the limits set out in Clause 20.1 may be altered to meet service or workload demands, provided that

(a) Ordinary hours of work shall be 40 hours per week to be worked between the hours of 6am and 9pm. These hours will be rostered in line with business requirements and will allow for 2 consecutive days off per week where possible. Each daily duty shall be continuous except for meal periods and rest breaks.

(b) Ordinary hours for each period of work will be a maximum of eight beyond which overtime will accrue subject to Clause 28. 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.

- (c) 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.
- (d) Employees engaged to work less than eight ordinary hours per day, or 40 hours per week, shall not receive overtime until such time as they have worked 8 hours per day or 40 hours per week.
- (e) Employees will be required to work one Saturday every fortnight, in order to sustain the operation of the Company and fulfil the requirements of their position.
- (f) Staff employed on 1 September 2018 are able to alter their hours of work by agreement, the employer shall not force an employee employed on this date to work outside 7am to 7pm on any day of the week.

## **21. MEAL AND TEA BREAKS**

21.1 An Employee shall have breaks for the following work periods:

- i. Two hours but not more than four hours -  
One ten minute paid rest break; to be taken at such time as agreed between the employee and employer, or in the absence of such agreement to be taken in so far as practicable in the middle of the work period.
- ii. More than four hours but not more than six hours -  
One ten minute paid rest break and one 30 minute (unpaid) or one hour (unpaid) meal break; to be taken at such time as agreed between the employee and employer, but in the absence of such agreement and in so far as practicable the rest break is to be taken one third of the way through the work period, and the meal break to be taken two thirds of the way through the work period.

Where by mutual agreement the Employee may work for a period of five hours without being required to take a 30 minute (unpaid) meal break.

- iii. More than six hours but not more than eight hours -  
Two ten minute paid rest breaks and one 30 minute (unpaid) or one hour (unpaid) meal break; to be taken at such time as agreed between the employee and employer, but in the absence of such agreement and in so far as practicable the meal break is to be

taken in the middle of the work period and the rest breaks half way between the start of work and meal break and then half way between the meal break and finish of work.

- iv. More than eight hours -  
The same breaks as specified in (iii) and the breaks specified in (i) and (ii) as if the employee's work period had started at the end of the eighth hour.
- v. Note that the above work periods are deemed to be inclusive of all authorised rest breaks and meal breaks. Employees will be advised in writing that the current arrangement in place in their current centre, in their current role will be honoured.

## **22. BREASTFEEDING FACILITIES AND BREAKS**

- 22.1 The Employer shall ensure, so far is practicable given the Employer's operational requirements and resources that appropriate facilities are to be provided in the workplace for an Employee who wishes to breastfeed in the workplace and that appropriate breaks are provided for this.
- 22.2 Such breaks are to be paid only on agreement between the employer and employee and are in addition to the breaks outlined in clause 21.1 above unless otherwise agreed between the employer and employee.

## **23. STANDING SATURDAY ROSTERS**

- 23.1 Standing rosters shall be posted or notified 14 days prior to their commencement. Any changes after rosters are posted shall be by consultation and agreement, except in exceptional circumstances where the employer may alter the roster to meet business requirements.

## **24. WEEKEND ROSTER CONDITIONS**

- 24.1 Phlebotomists and Trainees will work one Saturday per fortnight but will not be rostered to work consecutive Saturdays, unless specifically requested by the employee.
- 24.2 Personal commitments of Phlebotomists and Trainees will be taken into account when the Saturday roster is drawn up.
- 24.3 Swapping Saturdays is permitted.
- 24.4 Rosters will be posted 14 days in advance.
- 24.5 Relinquishing a Saturday shift is permissible with prior approval of a Team Leader to a maximum of one Saturday shift per month.
- 24.6 Part-time Employees may work a maximum of three Saturdays per month.
- 24.7 If requested by the Phlebotomist or Trainee, Team Leaders will roster the Phlebotomist or Trainee on a Saturday during periods of annual

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leave.

**25. PENAL TIME**

- 25.1 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:
- i. From midnight Friday to midnight Saturday at half the ordinary rate of pay (T $\frac{1}{2}$ ).
  - ii. From midnight Saturday to midnight Sunday/ Monday at the ordinary rate (T1).
  - iii. From midnight Saturday/ Sunday to midnight Sunday / Monday, casual employees will be paid T $\frac{1}{4}$  in addition to their ordinary rate of pay.
  - iv. Penal time and over time shall not be paid in respect to the same hours.
  - v. On Public Holidays at the normal ordinary rate of pay (T1) in addition to any holiday payment due in terms of Clause 36.

**26. VARIATION TO HOURS OF WORK**

26.1 Emergencies

- i. The Employer may require variations to hours of work requirements to meet the needs of emergencies.

26.2 Occasional variations

- i. Occasional variations to the times of day and/or days of week to meet service requirements shall be by agreement between the employer and the directly affected employee(s).

26.3 Long term / permanent changes to hours of work requirements

- i. Except as provided for above, where the Employer requires an Employee to change their hours of work requirements to meet service needs, then a minimum of six (6) weeks prior notice of the change shall be given for the purpose of reaching written agreement between the Employee and the Employer. Such agreement shall not be unreasonably withheld. Should mutual agreement not be reached the Employer reserves the right to use the management of change provisions to effect the change. A shorter period of notice than eight (8) weeks may be applied by agreement. The Employee's representative shall also be advised of the notice of the change at the same time as the Employee. The parties note that this provision is not in lieu of the management of change provisions.

26.4 No Employee shall be discriminated against for not agreeing to change their hours of work requirement.

## **27. VARIATION TO PLACE OF WORK**

27.1 As per Clause 11.1, staff are employed to a Collection Centre Cluster. The Employer may require variations to the place of work within the cluster (i.e. Collection Centre) to meet the needs of the business. The Employer will communicate this change to the Employee at the earliest possible opportunity. The Employer will endeavour to take into account personal circumstances of Phlebotomists and Trainees

27.2 In the event of a staff member being rotated on a temporary basis within their contracted Collection Centre Cluster, the employer will reimburse the employee for associated travel costs under the following circumstances;

i. The extra distance to travel is greater than 15km in total.

27.3 The method of calculating reimbursement vehicle will be based on the IRD mileage rate. Bus, train and other methods of transport will be paid on receipt. This does not apply to those employed in a relief Phlebotomist/Trainee capacity.

27.4 All Employees who are moved by the Employer during the course of the working day will have their transport costs reimbursed.

## **28. OVERTIME**

28.1 Overtime is time worked in excess of 40 hours in any week or eight hours in any day, unless mutually agreed otherwise between the Employer and the Employee, when such work has been authorised by Management.

28.2 Overtime shall be paid at half the ordinary rate of pay (T½) in addition to the regular hourly rate.

28.3 Overtime other than Saturdays; Employees who are required to work overtime at the end of their rostered ordinary hours between Sunday and Friday will be paid overtime in terms of Clause 28.1. in addition, where there is no patient related duties for them to perform, Employees will be allowed to leave work up to 15 minutes after closing time before the completion of ordinary hours, without loss of pay.

28.4 The parties agree that, for the purposes of the requirement to work overtime between Sunday and Friday set out in this clause, this arrangement constitutes an availability provision in terms of Section

67D of the Employment Relations Act.

28.5 Part Time Employees:

- i. On a daily basis, should there be an arising issue of urgency that unexpectedly requires the employee to work a minimum of 30 minutes beyond a full time shift as defined under Clause 20, then this additional time and any subsequent hours will be paid at one and one half time (T1.5) the hourly rate of pay.
- ii. Time worked beyond a full time shift as defined under Clause 20, but less than 30 minutes will be remunerated at T1 or time in lieu as agreed.

28.6 In lieu of payment for overtime, the Employer and Employee may jointly agree for the Employee to take equivalent (i.e. one hour overtime worked for one hour ordinary time off) paid time off work at a mutually convenient time.

28.7 Notwithstanding the above and clause 21.1.(ii) by mutual agreement an employee may extend a working period to no more than 5.5 hours without a meal break

**29. AVAILABILITY COMPENSATION**

29.1 An employee who works as rostered, or has swapped to work for a rostered employee, to work overtime on a Saturday in terms of Clause 23.1 in addition to being paid for the hours worked at the appropriate overtime rate as provided in Clause 28, shall receive an availability payment of \$20.00 for each Saturday worked.

29.2 The parties agree that, for the purposes of the requirement to work overtime on Saturdays set out in this clause, this arrangement constitutes an availability provision in terms of Section 67D of the Employment Relations Act.

**30. CALL BACKS**

30.1 A call back only occurs where an employee is required by management to return to work.

30.2 Where an Employee is rostered "on-call", an allowance of \$114.52 will be paid for that 24 hour period.

30.3 Rate: Call-back is paid at overtime rates.

30.4 Minimum Payment: an employee shall be paid a (\$68.69 call out fee in



addition to a minimum of two hours pay (at T1.5), or for actual working and travelling time, whichever is greater, when the employee:

- i. is called back to work after completing the day's work or duty, and having left the place of employment; or
- ii. is called back before the normal time of starting work and does not continue working until such normal starting time

30.5 Call-backs commencing and finishing within the minimum period covered by an earlier call-back shall not be paid. Where a call-back commences before and continues beyond the end of a minimum period for a previous call-back, payment shall be made as if the employee had worked continuously from the beginning of the previous call-back to the end of the later call-back.

### **31. MINIMUM BREAK BETWEEN PERIODS OF DUTY**

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

### **32. MEETINGS TRAINING AND ASSOCIATED TRAVEL**

32.1 For meetings and training activities during normal working hours, Employees will be paid at their normal hourly rate.

32.2 For meetings and training activities that the Employee is required to attend these shall be paid at the applicable hourly rate.

32.3 For meetings and training which are optional for employees to attend, employees shall not receive a payment.

32.4 When travelling to training or meetings which the Employee is required to attend, a travel allowance equal to the IRD rate shall be paid for the distance between the Employees normal place of work to the training /meeting venue and return.

32.5 When travelling to training or a meeting which is optional, no travel allowance is payable.

### **33. TRANSPORT**

33.1 Where the Employee is requested by the Employer to use his / her own motor vehicle on the Employer's business and in the course of his / her employment, he / she shall be reimbursed in line with the motor vehicle reimbursing rates as may be published by the Inland Revenue Department. 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.

### **34. REIMBURSEMENT OF EXPENSES**

34.1 Any authorised actual and reasonable expenses incurred on behalf of the employer shall be reimbursed in accordance with individual employer policies.

**35. ALLOWANCES**

35.1 Uniform

- i. Where the Employer requires a uniform to be worn, this shall be supplied and laundered at the Company's expense and shall remain the property of the Company. Where an Employee launders the uniform supplied they shall be paid \$1.71 per day worked.

35.2 Higher Duties

- i. Where the employer designates (in writing) an employee as "Acting Senior" that employee shall be paid an allowance of 10% on all wages received during the time they are acting in the role.

35.3 Mobile

- i. Where a Phlebotomist or Trainee (not employed as a Mobile Phlebotomist or Mobile Trainee) works in a mobile capacity they shall be paid an allowance of \$0.59 per hour for each hour they work as a mobile phlebotomist.

**36. PUBLIC HOLIDAYS**

36.1 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:

Christmas Day, Boxing Day, New Year's Day, 2nd January, Waitangi Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Matariki, Labour Day, Auckland Anniversary Day.

36.2 Should Christmas Day, Boxing Day, New Year's Day or 2nd January:

- i. 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;
- ii. 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
- iii. to avoid doubt, these clauses do not entitle an employee to more than 4 public holidays for the days listed in this clause

36.3 Where an Employee is required to work on any one of the Public Holidays specified above as a condition of their employment, they

shall be paid at the relevant daily wage for their usual rostered hours. The Employee shall receive additional ordinary time for the time worked and shall be entitled to receive a minimum payment of three hours at this rate.

- 36.4 Any Employee who is rostered and works on any of the holidays prescribed in Clause 36.1 above shall be entitled to an alternative holiday on pay as described in the Holidays Act 2003 and its consequent amendments in accordance with S57 of the Holidays Act 2003. 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.
- 36.5 Alternative leave must be taken at a mutually agreed time that would otherwise be a working day and which cannot be a Public Holiday. If a mutually agreed time cannot be agreed on, managers may direct employees to take alternative leave by providing 14 days' notice in writing.

Employees can ask for an alternate day to be paid out if 12 months have passed since entitlement to the alternate holiday and they have not yet taken the alternate holiday.

If an alternate holiday has not been taken it will be paid out at the end of employment in final pay period.

### **37. ANNUAL HOLIDAYS**

- 37.1 Four weeks annual leave shall be allowed in accordance with the Holidays Act 2003 except that on completion of 8 years current continuous service with the same employer, the employee shall be entitled to five weeks annual leave.
- 37.2 As provided in s28 of the Holidays Act, a casual employee shall be paid eight percent 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).
- 37.3 Conditions:
- i. Annual leave may be granted in one or more periods. In accordance with the Holidays Act 2003, the employee shall be given the opportunity to take three weeks leave at one time. If possible, this can be extended to 4 weeks.
  - ii. Annual leave is able to be accrued to a maximum of two years entitlement. Where an employee has accumulated 180 hours or more, a leave plan will be developed to ensure the employee has sufficient rest and relaxation. This plan shall be by mutual agreement, which shall not be unreasonably withheld.

- iii. Annual leave shall be taken to fit in with service/work requirements and the employee's need for rest and recreation.
- iv. When an employee ceases duty, wages shall be paid for accrued annual leave, and the last day of employment shall be the last day worked.
- v. Employees shall be entitled to annual leave on a pro rata basis.
- vi. With approval, an employee may take accrued annual leave prior to their anniversary date

### **38. SICK LEAVE**

- 38.1 Upon commencement an Employee shall be entitled to paid sick leave, as detailed in clause 38.3, for time lost because of sickness or injury (other than when entitlement to weekly compensation is otherwise payable by the Employer under ACC law for accepted "work related injury").
- 38.2 Days of sick leave entitlement will be 10 days for each year worked.
- 38.3 Sick leave entitlement will be allocated as Follows:  
After 6 weeks current continuous service – 5 days paid sick leave  
After 6 months current continuous service an additional 5 days  
After 12 months current continuous service an additional 5 days  
After each subsequent 6 months current continuous service an additional 5 days
- 38.4 In addition to the leave entitlement at clause 38.3, upon completion of 12 months continuous service the employees shall be entitled to an additional five (5) days sick leave per annum to be allocated when all existing sick leave entitlements, including accrued sick leave, are exhausted. For the avoidance of doubt, the additional days shall not accrue and shall not apply to those employed on a casual basis .
- 38.5 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.
- 38.6 Payment shall be based on the Employee's relevant daily wage.
- 38.7 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.

- 38.8 The Employee may be required to supply a medical certificate after a single day of sick leave, provided the employer notifies the Employee of this requirement by no later than 2 hours after the commencement of the Employees' shift on the day of the Employee taking sick leave. The costs of securing the medical certificate will be borne by the Employer.
- 38.9 For the purposes of establishing that there are no relevant health or safety reasons or hygiene reasons that would prevent the Employee from working, irrespective of any absence(s) at the time, the Employer may also require a medical certificate or prognosis at the Employer's expense.
- 38.10 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.
- 38.11 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).
- 38.12 For the purpose of clarification, the above provisions shall be deemed to include sick leave as defined by the Holidays Act 2003.
- 38.13 The employer has discretion to grant leave in excess of the above prescribed limits. Applications for discretionary sick leave should be in writing.

#### **39. DOMESTIC LEAVE**

- 39.1 Where the employee must because of an emergency, illness or injury, be absent to attend a spouse or dependent person in his/her care, the employee shall be entitled to use his/her personal sick leave entitlement.
- 39.2 The employer may require a medical certificate to support the employee's claim for domestic leave under the same criteria that applies to his/her personal sickness as stated in Clause 38.7 above.
- 39.3 At the employer's discretion, an employee may be granted leave without pay, where the employee requires time away from work to look after a seriously ill member of the employee's family.

#### **40. BEREAVEMENT LEAVE**

- 40.1 The Employee is entitled to:

- i. five days paid bereavement leave, which will be provided on each occasion on the production of satisfactory evidence of the death of the Employee's spouse, parent, brother, sister or child;
- ii. three days paid bereavement leave, which will be provided on each occasion and on production of satisfactory evidence of the death of the employee's grandparent, spouse's parent and grandchild;
- iii. 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:
  - (a) the closeness of the association between the employee and the deceased person
  - (b) whether the Employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death
  - (c) any cultural responsibilities of the Employee in relation to the death

40.2 That "spouse" be given the meaning applied in section 5 (2) of the Holidays Act 2003

40.3 That the rate paid for bereavement leave of any duration shall be set out in the Holidays Act 2003.

**41. CONTINUOUS PROFESSIONAL DEVELOPMENT (CPD)**

41.1 The Employer and qualified Employee are committed to staff continuous professional development. Employees will be actively encouraged to attend educational courses relevant to their professional development and of benefit to the Employer.

41.2 The Employer shall grant professional development leave of up to 9 hours per calendar year for all qualified Employees. This leave is to enable Employees to attend training relevant to their development and relevant to the Employer. Prior approval from the Employer must be obtained. The approval of the Employer shall not be unreasonably withheld.

41.3 An Employee may take leave on pay to attend National Meetings or Seminars of Section Groups and/ or Colleges of the NZNO. This leave may be charged against the professional/ educational development leave as specified in Clause 41.2. Prior approval from the Employer must be obtained. The approval of the Employer shall not be unreasonably withheld.

41.4 All of the Employee's normal working hours absent from the practice for professional / educational development including travel

time will be a claim against the hours as specified in Clause 41.2.

41.5 Paid meetings to meet organisational and service requirements not otherwise addressed in this clause (including staff meetings and in-service training) shall be granted in addition to the above provisions.

41.6 Professional / educational development leave will be granted at T1 rate and shall not accumulate from one year to the next.

#### **42. TRAINEE STUDY LEAVE**

42.1 An Employee undertaking the QMLT examination shall be entitled to study leave of up to 8 hours to be taken in the 2 months prior to the examination date, in the year they are sitting the examination.

42.2 An employee undertaking the Ara Diploma qualification shall be entitled to study leave of up to 16 hours to be taken at 4 hours per term of course.

#### **43. COMPASSIONATE LEAVE**

43.1 On application to the Company an Area Manager may approve, leave with or without pay for compassionate grounds or other special circumstances.

#### **44. FAMILY VIOLENCE LEAVE**

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 is entitled up to 10 days of paid family violence leave, which is separate from annual leave, sick leave and bereavement leave; and can also ask for short term flexible working arrangements which can be for up to 2 months.

#### **45. PARENTAL LEAVE**

45.1 The provisions of the Parental Leave and Employment Act 1987 and Parental Leave and Employment Protection (Paid Parental Leave) Amendment Act 2002 will apply.

#### **46. JURY SERVICE & WITNESS LEAVE**

46.1 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.

46.2 If an employee is required to undertake jury service or appear as a witness, the difference between the fees (excluding reimbursing payments) paid by the Court and the employees expected pay for

scheduled work shall be made up by the employer for a maximum of up to one week's jury service or witness leave in any one calendar year.

- 46.3 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
- 46.4 Employees on paid leave who recover any fees or expenses from the party which calls them as a witness shall pay those fees or expenses to the employer.
- 46.5 Employees may retain any expenses paid by the court.
- 46.6 Additional payments for time off work for jury service or witness leave in excess of one week in a year may be made at the employer's discretion.

#### **47. HARASSMENT**

- 47.1 The parties to this agreement recognise the unacceptability of harassment (as defined by the Employment Relations Act and the Human Rights Act) in the work place and that it constitutes unacceptable behaviour.
- 47.2 By way of general clarification an Employee is sexually harassed in that Employee's employment if that employee's employer or a representative of that employer;
  - i. Directly or indirectly makes a request of that Employee for sexual intercourse, sexual contact or other form of sexual activity that contains;
  - ii. an implied or overt promise of preferential treatment in that employee's employment; or
  - iii. an implied or overt threat of detrimental treatment in that Employee's employment; or
  - iv. an implied or overt threat about the present or future employment status of that Employee; or
- 47.3 by;
  - i. the use of language (whether written or spoken) of a sexual nature; or
  - ii. the use of visual material of a sexual nature; or
  - iii. physical behaviour of a sexual nature
- 47.4 And by doing so directly or indirectly subjects the Employee to behaviour that is unwelcome or offensive to that Employee (whether or not that is conveyed to the Employer or representative) and that, either by its nature or through repetition, has a detrimental effect on that



Employee's employment, job performance, or job satisfaction.

- 47.5 In line with the Employment Relations Act 2000, an Employee is also sexually harassed in that Employee's employment (whether by a co-employee or by a client or customer of the Employer), if the circumstances described above have occurred.
- 47.6 An Employee is racially harassed in the Employee's employment if the Employee's Employer, a representative of that Employer or a co-employee uses language (whether written or spoken), or visual material, or physical behaviour that directly or indirectly;
- i. expresses hostility against, or brings into contempt or ridicule, the Employee on the ground of the race, colour, or ethnic or national origins of the Employee; and
  - ii. is hurtful or offensive to the Employee (whether or not it is conveyed to the Employer or representative); and
  - iii. has, by its significant nature or through repetition, a detrimental effect on the Employee's employment, job performance or job satisfaction.
- 47.7 Any such reported incident of harassment will be fully investigated and if substantiated, action will be taken which could include termination of employment.

#### **48. GENERAL CONDITIONS**

- 48.1 The Company shall record the information required by Part 9 of the Employment Relations Act 2000.
- 48.2 Vacancies for all positions shall be advertised internally.

### **TRANSFERENCE OF EMPLOYMENT, EMPLOYEE PROTECTION AND REDUNDANCY**

#### **49. TRANSFERENCE OF EMPLOYMENT**

- 49.1 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.
- 49.2 The Company recognises 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.
- 49.3 In that event, the Company shall use its best endeavours 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.

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

## **50. EMPLOYEE PROTECTION**

- 50.1 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:

50.2 Definitions.

- i. "New Employer" shall have the meaning given to it in section 69.D New Part 6A, ER Amendment Act 2006, and
- ii. "Restructuring" shall have the meaning given to it in 69.B New Part 6A ER Amendment Act 2006, and
- iii. "Affected Employee" shall have the meaning given to it in Section 69OL(2) of New Part 6A ER Amendment Act 2006.
- iv. "New employer", "restructuring", and "affected employee" shall have the meaning given to them in section 69L of the Employment Relations Act 2000.

- 50.3 The process to be followed by the company in negotiating with the new Employer. The Company shall;

- i. Confirm with the new Employer the company's obligation to negotiate about the restructuring;
- ii. 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;
- iii. 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;
- iv. 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.

- 50.4 Matters that shall be negotiated between the Company and the new Employer shall include:

- i. Whether staff will be transferred to the new employer, and if so

the total number of staff and positions to be affected;

- ii. The date when restructuring will commence
- iii. The terms and conditions of employment of affected staff who transfer to the new employer, including but not limited to:
  - (a) whether affected staff who elect to transfer shall be employed by the new Employer on existing terms and conditions;
  - (b) whether the employment of affected staff who elect to transfer is to be treated as continuous, including for the purposes of service-related entitlements;
  - (c) where an affected staff member who transfers to the new Employer is subsequently made redundant by 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;
  - (d) 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;
  - (e) the reasonable period of time 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

50.5 Process to be followed at the time of restructuring to determine entitlements for those who do not transfer:

50.6 If 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:

- i. the positions and / or number of affected staff that are not to transfer
- ii. 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;
- iii. whether, at the time of restructuring, a redundancy situation will exist with regard to any non- transferring staff;
- iv. 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 51 shall apply.

- v. determine other entitlements (if any) that are available to non-transferring staff.

## **51. STAFF SURPLUS**

### 51.1 Intent of the Agreement

- i. The parties recognise the serious consequences that the loss of permanent employment can have on individual employees and therefore the intention of the Company is to manage its business appropriately to minimise the likelihood of a redundancy situation occurring. In the event of a redundancy situation the Company will pay redundancy compensation to the affected employees for the loss of their employment.

### 51.2 Definitions

- i. Redundancy shall mean a situation where an employee's employment is terminated by the Company, the termination being attributable, wholly or mainly, to the fact that the position filled by the employee is, or will become, superfluous to the needs of the Company:
- ii. Redundancy does not include the following circumstances:
  - (a) Where temporary or casual employment terminates;
  - (b) Where employment terminates on the basis of retirement
  - (c) Where an employee is dismissed for reasons of misconduct prior to or during the notice of termination period;
  - (d) Where the whole or any part of the Company's business is sold, transferred, merged or allied with that of another, and the new employer maintains the same terms and conditions of employment, in the same capacity or which the Employee is willing to accept, and treats the service as continuous

### 51.3 Notification of Staff Surplus

- i. The Company will advise the affected employees' authorised representative at least one month prior to the date that notice is to be given to the employees whose positions are likely to be made redundant. This date may be varied by agreement between the parties to this agreement. The following information shall be made available to the authorised representative, if required:
  - (a) The location(s) of proposed surplus;
  - (b) The total number of proposed surplus employees;
  - (c) the date(s) by which the surplus needs to be discharged;
  - (d) the positions, grading, names and ages of the employees likely to be affected

- ii. On request the authorised representative will be supplied with relevant additional information where available, provided that this is not deemed to include confidential business information of the Company.

#### 51.4 Criteria for Selection of Redundant Employees

- i. It is recognised that the need to maintain an efficient workforce and an efficient operation must be taken into consideration in the selection of employees to be made redundant.
- ii. The Company reserves the right to continue the present employment of any employee who by reason of special skills is necessary for an efficient operation.

#### 51.5 Notice and Compensation

- i. 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;

- (a) Redundancy compensation based on two weeks' pay for the first year of service or part thereof and one week for each subsequent completed year of service with the Company up to a maximum of eight weeks.

- (b) For part years of service, the entitlement shall be pro-rated.

- ii. Note:

- (a) 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.

- (b) Calculation of service relates to the period current continuous service with the Company.

- (c) Outstanding annual leave and/or proportionate holiday pay and long service leave will be paid in addition on termination.

An employee to be made redundant who obtains an alternative position during the period of notice may terminate their employment prior to the date of termination without forfeiting their right to redundancy compensation providing the employer does not have a continuing need for the services of the employee for the balance of the notice period.

#### 51.6 Other Rights of Redundant Employees

- i. In order to best ascertain and deal with employees' problems

associated with the loss of permanent employment, the Company shall arrange individual counselling/career counselling sessions with each redundant employee immediately following their notice of redundancy. An employee may, if he/she desires, invite a representative or delegate to attend such sessions.

- ii. Each employee under notice of redundancy will be given the opportunity to attend interviews for alternative employment, without loss of pay, provided he/she obtains prior consent of the Company which shall not unreasonably be withheld.
- iii. The Company shall supply a certificate of service detailing the employee's work record and details of the circumstances of the termination.

## **52. HEALTH AND SAFETY**

- 52.1 The employer shall comply with the provisions of the Health and Safety at Work Act 2015 and subsequent amendments concerning safety, health and welfare matters. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken.
- 52.2 It shall be the responsibility of the employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.
- 52.3 It shall be the responsibility of every employee covered by this agreement to work safely and to report any hazards, accidents or injuries as soon as practicable in line with the OH&S policy.
- 52.4 It is a condition of employment that safety equipment and clothing required by the employer is to be worn or used by the employee and that safe working practices must be observed at all times.
- 52.5 It is the employee's responsibility to act within the employer's policies and procedures on health and safety.
- 52.6 Where there is an Employee Participation Agreement in place, the employer recognises that to fulfil their function health and safety delegates require adequate training, paid time and facilities.

## **53. IMMUNISATION**

- 53.1 All employees shall be offered Mantoux testing and X-Rays or immunisation where clinically appropriate, at the Company's

expense. The provisions of the Immunisation Policy will apply to screening and immunisation against specific vaccine preventable diseases. In the case of a clinical exposure incident, HBV (Hepatitis B Virus), HCV (Hepatitis C Virus) and HIV antibody screening in the context of appropriate medical counselling, will be made available to staff at the Company's expense.

53.2 Where possible Labtests shall provide free influenza inoculations to employees who wish to be inoculated

**54. ACCIDENTS AND INJURIES**

54.1 Where an employee is incapacitated as a result of an accident, and that employee is on earnings related compensation, and has an entitlement to sick leave, the employer, at the employees request agrees to supplement the employee's compensation by 20% of base salary during the period of incapacitation. This leave shall be taken as a charge against the employee's sick leave entitlement.

**55. EMPLOYMENT RELATIONS EDUCATION LEAVE**

55.1 The Employer shall grant leave on pay for Employees party to this agreement to attend courses authorised by NZNO to facilitate the Employee's education and training as employee representatives in the workplace.

<b>FTE eligible employees as at 1 March each year</b>	<b>Maximum number of days of employment relations education leave that we are entitled to allocate as a union</b>
1 - 5	3
6-50	5
51 - 280	1 day for every 8 FTE eligible employees or part of that number
281 or more	35 days plus 5 days for every 100 FTE eligible employees or part of that number that exceeds 280

55.2 For the purposes of this clause, calculating the number of full-time equivalent eligible employees employed by an employer;

- i. an eligible employee who normally works 30 hours or more during a week is to be counted as 1;
- ii. an eligible employee who normally works less than 30 hours during a week is to be counted as one-half.

55.3 The NZNO shall send a copy of the programme for the course and the name of employees attending at least 4 weeks prior to the course commencing, to assist with release of staff.

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55.4 The granting of such leave shall not be unreasonably withheld, taking into account continuing service needs.

55.5 The provision of Part 7 of the Employment Relations Act 2000 shall apply where any provision or entitlement is not provided for, or is greater than specified above.

## **56. ANNUAL PRACTISING CERTIFICATION AND RECERTIFICATION**

56.1 The Employee is obliged to apply for registration as a phlebotomy technician with the Medical Sciences Council of New Zealand as soon as they are eligible to do so. The Company and employee acknowledge that they jointly have responsibility to maintain registration, obtain recertification and maintain competence standards. The Company agrees that it will deliver resources at its discretion to maintain those standards.

56.2 Upon completion of all training and registration requirements for either the QMLT qualification or Ara Diploma, Trainee are required to sit the QMLT examination or complete the Ara Diploma, at the earliest reasonable opportunity. For all new employees from 01 July 2016, up to 2 failures or refusal to sit the QMLT examination or successfully complete the Ara Diploma in order to gain the Medical Sciences Council legal requirements of an Annual Practising Certificate, may result in Labtests reviewing the employee's on-going employment including termination of employment...

56.3 For existing employees upon gaining registration as a Medical Laboratory Technician in the scope of Phlebotomy with the Medical Sciences Council of New Zealand, the cost to be covered by the Company on presentation of a receipt. This applies to the cost of a standard application only. The Company will pay the annual cost of an Annual Practising Certificate for any phlebotomy technician covered by this Agreement and required by law to hold such a certificate in order to perform their designated laboratory duties.

56.4 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:

i. The employee's manager will write to the Medical Sciences Council of New Zealand (MSCNZ) advising the Board as to why the application for renewal was not signed-off on behalf of the Company.

ii. 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.

- iii. After consideration of the submission, the MSCNZ may issue a time limited Practising Certificate with conditions which must be completed then followed by a supervisor sign off or the MSCNZ may decline the application.
- iv. 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.

56.5 Note: The above is a summary of the process available under the MSCNZ statutory provisions in relation to application for or renewal of an Annual Practising Certificate. 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.

## **57. EMPLOYING COMPANY**

57.1 Labtests Auckland Limited shall be the employing company of all employees covered by this Collective Agreement from the date of its commencement.

## **58. UNION PROVISIONS**

58.1 The employer shall recognise the delegate(s) who are elected by the employees and endorsed by the union as the representatives of the union.

58.2 Delegates shall endeavour to involve management at an early stage in the case of problems or disputes brought to the delegate's attention which need to be resolved.

58.3 It is recognised delegates have the ability to seek advice from NZNO prior to involving management.

58.4 Delegates shall have reasonable access to the email system for the purpose of Union activities.

58.5 Stop Work Meetings

- i. Subject to Clauses 58.5. ii - v, 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).

- ii. The employee organisation shall give the employer at least 14 days' notice of the date and time of any union meeting to which Clause 58.5.v is to apply.
- iii. The employee organisation shall make arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any employees' organisation's meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.
- iv. 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.
- v. Only employee organisation members who actually attend an employees' organisation meeting shall be entitled to pay in respect of that meeting and to that end the employee organisation shall supply the employer with a list of members.

#### 58.6 Union Access

58.6.1 The authorised union representative shall be entitled at all reasonable times to be upon the premises for purposes related to the employment of its members and/or the union's business.

- 58.6.2 A representative of a union exercising the right to enter a workplace-
- (i) may do so only at reasonable times during any period when the employee is employed to work in the workplace; and
  - (ii) must do so in a reasonable way, having regard to normal business operations in the workplace; and
  - (iii) must comply with any existing reasonable procedures and requirements applying in respect of the workplace that relate to-
    - Safety or health; or
    - security

58.6.3 A representative of a union exercising the right to enter a workplace must, at the time of the initial entry and, if requested by the employer or a representative of the employer or by a person in control of the workplace, at any time after entering the workplace,—

- (i) give the purpose of the entry; and
- (ii) produce—
  - evidence of their identity; and
  - evidence of their authority to represent the union concerned.

58.6.4 If a representative of a union exercises the right to enter a workplace and is unable, despite reasonable efforts, to find the employer or a representative of the employer or the person in control of the workplace, the representative must leave in a prominent place in the workplace a written statement of—

- (i) the identity of the person who entered the premises; and

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- (ii) the union the person is a representative of; and
- (iii) the date and time of entry; and
- (iv) the purpose or purposes of the entry.

58.6.5 Nothing in clauses 58.6.1 to 58.6.5 allows an employer to unreasonably deny a representative of a union access to a workplace.

#### 58.7 Deduction of Union Fees

- i. The Employer shall deduct employee NZNO fees from the wages/salaries of Employees when authorised in writing by members, and shall remit such subscriptions to the NZNO at agreed intervals.

#### 58.8 Regular Meetings

- i. Quarterly scheduled meeting with the union organiser, union delegates and management representative/swill be held to discuss staff issues.
- ii. Delegate meetings will occur on an as and when required basis, agreement for release for such meeting shall not be unreasonably withheld. Meetings will be for up to five delegates. Labtests will pay the delegates one hours ordinary pay and the meeting will occur at a mutually agreed time and location . The format for the meeting, whether it be virtual or in-person, will also be mutually agreed

### 59. SUPERANNUATION

59.1 The provisions of the Kiwisaver Act 2006 and its amendments shall apply. These provisions can be found at [www.kiwisaver.govt.nz](http://www.kiwisaver.govt.nz)

### 60. CONSULTATION AND MANAGEMENT OF CHANGE

#### 60.1 Management of Change

- i. Consultation between the employer, its employees and the union is essential on substantive matters of mutual concern and interest. Such communication shall be undertaken in good faith thereby allowing for:
  - (a) improved decision making;
  - (b) greater cooperation between employer and employees; and
  - (c) a more harmonious, effective, efficient, safe and productive workplace.
- ii. The employer recognises the role of the employee's staff

delegate and the NZNO in assisting in the positive management of change.

- iii. Prior to the commencement of any significant change to staffing, structure or work practices, the employer will identify and give reasonable notice to employees who may be affected and to the NZNO to allow them to participate in the consultative process so as to allow substantive input.
- iv. Where an employer receives an indication of potential significant changes, they undertake to advise staff and the NZNO as soon as practicable of the possibility of these changes.

## 60.2 Consultation

- i. Consultation involves the statement of a proposal not yet finally decided upon, listening to what others have to say, considering their responses and then deciding what will be done. Consultation clearly requires more than prior notification.
- ii. The process will generally include, but not necessarily be confined to the following:
  - (a) Management development of the proposal for change
  - (b) Informing NZNO of the proposal for change
  - (c) Informing the potentially affected employees
  - (d) Allowing a period for consultation
  - (e) Responding to employees issues raised in consultation
  - (f) Considering employees issues raised prior to making a final decision
  - (g) Informing NZNO of final decision
  - (h) Informing affected employees of final decision
  - (i) Implementation of decision

## 61. POLICIES AND PROCEDURES

- 61.1 All Employees covered by the Agreement shall comply with the employer's policies and procedures in force, to the extent that such policies and procedures are not inconsistent with the terms and conditions of this Agreement.
- 61.2 The Employee will be consulted where practicable regarding any additions/amendments to those policies and procedures, where such additions/amendments have a material effect on employees'

conditions of employment.

**62. SAFE STAFFING AND HEALTHY WORKPLACES**

62.1 The Employer parties to this collective agreement are committed to providing safe staffing and a healthy workplace to their Employee.

**63. NO PASS ON PROVISION**

63.1 The Employer parties to this collective agreement agree not to pass on automatically to non - NZNO member's terms or conditions that are the same or substantially the same as those contained in this collective agreement.

63.2 This means that the employer and non-NZNO members shall individually negotiate their terms and conditions of employment.

**PART 3 - EMPLOYMENT RELATIONSHIP PROBLEMS**

**64. PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS**

64.1 Labtests Auckland Limited will assist wherever possible to resolve problems arising from the employment relationship. Labtests Auckland Limited's procedures will be followed with a view to ensuring fairness and equity at all times.

i. The Company operates a system that provides employees with the opportunity of raising any issue with their Supervisor or Manager if the matter cannot be resolved in discussion with their immediate Supervisor.

ii. If the employee and the Supervisor's Manager are unable to resolve an issue satisfactorily, then the matter may be discussed further with their General Manager and Human Resources Manager or his/her delegate. If resolution is not possible after this procedure has been followed then the employee is entitled to invoke the statutory processes available for resolution of employment relationship problems as set out in Part 9 of the Employment Relations Act 2000 or as set out in 1.3 below in plain language.

64.2 The employee may choose to seek advice from NZNO delegate/organiser and will be provided the opportunity to be represented by their union or other such support person of their choosing at any time during the resolution process.

64.3 The employee, employer and union will try in good faith to resolve the problem without the need for further intervention.

64.4 A Plain Language Explanation Of The Services Available For The Resolution Of Employment Relationship Problems Under The

Employment Relations Act 2000 Section 54(3)(a)(iii).

- 64.5 These are the procedures contained in the Employment Relations Act 2000 for resolving any employment relationship problems that may occur. The procedures include:
- i. just treatment when applying for employment
  - ii. just treatment during employment
  - iii. just treatment at termination of employment
  - iv. good faith in the employment relationship
- 64.6 The types of employment problems that the services will help resolve may happen because of issues that arise out of the following:
- i. as a new employee you may have been unable to understand adequately the employment terms
  - ii. you may claim a personal grievance in employment involving issues such as:
    - (a) dismissals from employment
    - (b) disadvantage in employment
    - (c) discrimination in employment
    - (d) duress about union membership
    - (e) harassment during employment
  - iii. provided that, the circumstances of each of these issues must be as prescribed in the relevant provisions of the Act;
    - (a) you dispute what the terms and conditions of employment in your employment agreement mean, and how they should apply
    - (b) you may claim that the duty of good faith behaviour in employment has not happened
    - (c) you may have a dispute about the correct payment of your salary or wages
  - iv. You can seek support for these procedures through:
    - (a) your Employer
    - (b) NZNO, if you are a union member
    - (c) a person that you choose to act as your representative
    - (d) the mediation services through the Ministry of Business

Innovation and Employment involving;

- i. verbal advice e.g. by telephone
  - ii. written advice e.g. by booklets, codes, fax, email
  - iii. in-person advice by specialist mediators
- (e) if mediation is unsuccessful, seeking a determination from the Employment Relations Authority
- (f) if necessary, seeking a decision from the Employment Court
- v. If you wish to raise a personal grievance with your employer, you must do so by advising the employer within 90 days of what has happened to cause you to believe that you have suffered a personal grievance that needs to be resolved or of the employee becoming aware that he/she has a grievance.

***The above is an abbreviated summary of the services available as set out in the Employment Relations Act 2000. Full details are set out in the Act itself.***

## APPENDIX 1: CLUSTERS

Employees shall be employed to a geographical cluster or the mobile cluster. The geographical clusters are outlined below. These clusters may change due to the commercial operation of the business including such things as changing leased premises and alteration in population density necessitating closure of some collection centres and opening of new locations.

COUNTIES MANUKAU DISTRICT	AUCKLAND DISTRICT	WAITEMATA DISTRICT
Cluster 1A/ CMD South 1	Cluster 2A/ AD East	Cluster 2D/ WD West
Pukekohe	Panmure	Ranui
Waiuku	Glen Innes	Te Atatu
Papakura	Greenlane	Massey
Takanini	St Heliers	Henderson
Tuakau <i>CL</i>	Meadowbank	Kumeu
	Mercy Hospital	Helensville
	Ascot Hospital	
	Remuera	
Cluster 1B/ CMD South 2	Cluster 2B/ AD Central	Cluster 3A/ WD North 1
Manurewa	Victoria Park	Beach Haven
Clendon	CBD	Browns Bay
Manukau	Pt Chevalier	Mairangi Bay
Mangere	Mt Eden	Glenfield
Onehunga	Waiheke Island	
Cluster 1C/ CMD East 1	Cluster 2C/ AD West	Cluster 3B/ WD North 2
Otahuhu	Blockhouse Bay	Orewa
Botany	Glendene	Warkworth
Howick	Glen Eden	Whangaparaoa
Pakuranga	New Lynn	
Mt Wellington	Avondale	
	Mt Roskill	
Cluster 1D/ CMD East2		Cluster 3C/ WD North 3
Beachlands		Devonport
Papatoetoe		Milford
Chapel Downs		Takapuna
Otara		Northcote

Any agreed variations that require change to the CEA will be subject to clause 6.1.

## PART 4 - SIGNATORY PARTIES



SIGNED FOR AND ON BEHALF OF LABTESTS AUCKLAND LIMITED by its duly authorised representative:

Name: Christine Davey

Signed Christine Davey.

Title: General Manager

SIGNED FOR AND ON BEHALF OF THE NEW ZEALAND NURSES ORGANISATION by its duly authorised representative:

Name: Lewis Wheatley

Signed: 

Title: Organiser NZNO

SIGNED AT AUCKLAND THIS DAY OF JULY 8 2024 .

