



MEDLAB BAY OF PLENTY LIMITED

COLLECTIVE AGREEMENT

18 September 2024 – 17 September 2025



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PART I –PREAMBLE

1. PARTIES AND COVERAGE

- 1.1 **Parties:** The parties to this collective agreement are Medlab Bay of Plenty Limited & First Union Inc.
- 1.2 Subject to Clause 1.4 (Coverage), an employee who joins the union party to this collective agreement during the currency will be entitled to all benefits and be bound by all obligations under this agreement.
- 1.3 Although this agreement shall cease to apply to any person who ceases employment with the employer, that person will continue to be bound under an individual agreement of employment for the purposes of enforcing:
- 1.3.1 The rights, duties and obligations arising out of the collective agreement (both express and implied) which have not been discharged or completed at the time the employment ceases:
and
- 1.3.2 The rights, duties and obligations which continue to bind the employer and employee after employment ceases whether or not they are express or implied
- 1.3.3 The obligations of the employee to maintain the confidentiality agreement signed on commencement of employment. i.e. that this agreement remains legally binding indefinitely after employment ceases.
- 1.4 **Coverage:** The agreement applies to any person employed or engaged to the employed as a:
Graded Medical Laboratory Scientist
Senior Medical Laboratory Scientist
Medical Laboratory Scientist
Graded Medical Laboratory Technician
Senior Medical Laboratory Technician
Medical Laboratory Technician
Medical Laboratory Assistant
Medical Laboratory Pre-Analytical Technician
Courier
Clerical/ Administration
Phlebotomist
Phlebotomy Assistant
- 1.5 **Exemptions:** The agreement shall not apply to supervisory staff, dedicated training staff and managers, even if they may for some purposes perform the work undertaken by employees covered by this agreement in the course of their principal duties.
- 1.6 In accordance with s59B of the Employment Relations Act 2000, the Employer agrees not to automatically pass-on to non-members the terms and conditions in this Collective Agreement (with the exception of all allowances). This means that the Employer and non-members shall individually negotiate their terms and conditions.

2. DATES RELEVANT TO AGREEMENT

This collective agreement shall operate from 18 September 2024 to 17 September 2025. The increases will be in effect from the first full pay period commencing on or after this date.

3. NEW EMPLOYEES

- 3.1 In accordance with the Employment Relations Act 2000 the employer will:
- Advise all new employees that the role they do is covered by the Collective Agreement (CA),
 - Employ them on no less than the terms and conditions of the CA for the first 30 days of employment (and give them a copy of the CA), and
 - That First Union are the union party.
 - Complete the MBIE Active Choice Form and process.
- 3.2 New employees will be introduced to a delegate as a part of the induction process.

4. OBJECT

- 4.1 This agreement is made pursuant to Part Five of the Employment Relations Act 2000 subject to the Act and Amendments to it.
- 4.2 This agreement sets out the rights and duties of the parties to the intent that they will be followed fairly and in good faith for their mutual benefit.
- 4.3 This agreement sets out all the express terms of the agreement. Terms which are implied by law in terms 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.
- 4.4 This agreement replaces any previous agreement, understanding or arrangement between the parties, whether written or verbal, expressed or implied, prior to the date of application of this agreement. No representations, understandings or other agreements or arrangements will be recognised as terms of this agreement unless they are:
- 4.4.1 Set out in this agreement or deemed to be part of; or
 - 4.4.2 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.
- 4.5 The parties and each of them acknowledge:
- 4.5.1 This agreement and every part of it was not procured by harsh and oppressive behaviour or by undue influence or by duress.
 - 4.5.2 This agreement and every part of it is not as at the date of it harsh and oppressive.
 - 4.5.3 This agreement was negotiated fairly and with the accurate disclosure of information during negotiations.

5. VARIATION

This Collective Agreement may be varied during its term only by agreement of the Employer, the Union party to the agreement and the majority of Union members affected by the variation. Such variations shall be in writing.

6. RECOGNITION & OPERATION FOR THE UNION PARTY TO THE COLLECTIVE AGREEMENT

The following provisions are in accordance with the Employment Relations Act 2002.

- 6.1 Union officials shall have the right to access the workplace at any reasonable time.
- 6.2 2 union meetings of 2 hours each shall be allowed in each calendar year. Fourteen days' notice of any such meeting shall be provided to the employer, along with a list of those employees who attend any such meetings.
- 6.3 Union delegates are entitled to reasonable paid time to undertake union activities provided that prior approval is given.
- 6.4 Employment Relations Education Leave is available.

PART II TERMS AND CONDITIONS

1 INTENT OF THE PARTIES

- 1.1 The parties to 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.
- 1.2 The employer shall have full control of 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 and Health and Safety in the workplace. The observance of the rules and policies of the employer shall be deemed to be an obligation under this agreement
- 1.3 It is agreed between the parties to this agreement of 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 laboratory operations.
- 1.4 It is acknowledged that the parties to this agreement 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.

2 CONFIDENTIALITY

- 2.1 The parties acknowledge that the nature of the business of a Medical Pathology Laboratory involves a high degree of confidential information relating both to the laboratory and to the patients. In carrying out his/her duties the employee shall not reveal or make known to any persons any of the matters or concerns of the laboratory or of the patients which may come to his/her knowledge, except in the course and performance of his/her duties, to the medical practitioner or his appointee, authorised person or any medical authority under whose care the patient has been directed to the laboratory. This includes information made available by Auckland Diagnostic Holdings as part of the agreement with them.
- 2.2 Failure to observe this duty of confidentiality will render the employee liable to dismissal.

3 TERMS OF EMPLOYMENT

- 3.1 Notice Period.
 - 3.1.1 The period of notice of termination for all employees under this agreement shall be not less than one month. "Failure by either the employee or the employer to provide the required notice will result in the forfeiture or payment of the salary up to the value of the period of notice not worked." This period may be reduced on agreement by "the parties". This agreement shall not be unreasonably withheld.
 - 3.1.2 Upon termination of employment and at the request of the employee, the employer shall furnish a signed certificate setting out the nature and period of the employee's engagement.
 - 3.1.3 Except with the express permission of the employer, the employee shall not take annual leave during the notice period.
 - 3.1.4 The operation of this clause shall not affect the employer's right to dismiss an employee without notice for serious misconduct.

3.2 Salary

- 3.1.1 For the purposes of this agreement the 'pay week' shall commence at midnight Sunday/Monday. Rostered work commenced on one day is deemed to be work done on that day. Where work commences on one day and finishes on the next, the day deemed to be the workday is the day on which the majority of hours are worked.
- 3.1.2 All salary shall be paid by direct credit with the agreement of the employee and shall be available to the employee by Thursday in the week following the end of the pay period.
- 3.1.3 The employee shall be notified of the day his/her salary is credited to his/her bank account and details of the manner in which salary has been calculated shall be made available.

3.3 Deductions

- 3.3.1 No deductions shall be made from the employee's salary without the employee's authority; provided the employer shall be entitled to make a rateable deduction from the wage of the employee for time lost by default, absences, accident or sickness, except as provided in this agreement in Clauses 13 to 20 inclusive. Adjustments arising from one pay period may be made from a subsequent pay period/periods as arranged with the employee.
- 3.3.2 The employer shall have the right to deduct from salary and all other monies due to the employee at the date of termination of employment, the remaining value of any articles of clothing or equipment supplied by the employer and not returned by the employee.
- 3.3.3 An employee who has obtained membership of an employee's organisation and has given to the employer written authorisation, may have the fees for membership deducted from his/her earnings. The employer shall remit the fees to the employee organisation at agreed intervals, not more frequently than monthly. The employer shall not be responsible for deduction of any amounts other than the prescribed membership fee and any arrears, levies or other amounts due to the organisation by the employee shall be his/her responsibility.

3.4 Abandonment of Employment

Where the employee is absent from work for a period of three consecutive working days without the consent of the employer or without notification to the employer of the reason for such absence the employee shall be deemed to have terminated his/her employment, provided that the employer makes concerted attempt to contact the employee and has proof of such. In the event that this Clause applies, no additional notice under this Clause need be given by the employer.

3.5 Time Keeping

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

3.6 Probation

The appointee will be required to serve a probationary period of three months. During this time the employer will review the employee's performance with them at regular intervals and may terminate the employment where acceptable standards have not been achieved. Standards of performance required of the employee will be clearly stated at the commencement of employment or at such other times as the performance of the employee is reviewed and opportunity given to meet these standards before action is taken.

3.7 House Rules & Procedures

- 3.7.1 The employer may introduce rules governing work conduct and practices at any time and shall ensure that the employee is given appropriate notice of requirements.
- 3.7.2 The employer shall establish policies for dealing with non-performance and disciplinary issues and they shall be set out in the staff manual.

4 **DEFINITIONS / CLASSIFICATION OF EMPLOYEES**

4.1 Medical Laboratory: means a Medical Pathology Laboratory, which undertakes the examination for fee or reward, of human tissue, fluids, and excretions for medical purposes.

4.2 These classifications are for the purposes of identifying principle duties only. All staff are expected to assist with any duty assisting the efficient operation of the business as required.

4.2.1 Graded Medical Laboratory Scientist: means a person who is a Senior Medical Laboratory Scientist and has been designated by the employer to be a Graded Medical Laboratory Scientist, who in the opinion of the employer meets all of the following criteria:

- i. Carries out special duties or responsibilities – including Supervisory and/or 2IC positions.
- ii. Consistently performs at a very high level– demonstrating sound leadership skills along with exemplary performance in both technical areas and in attitude and behaviour, reflecting our company values and culture.
- iii. Will not include those staff who may from time to time be the most senior laboratory scientist in an area and do not consistently meet the above criteria.

4.2.2 Senior Medical Laboratory Scientist: means a person who is a registered Medical Laboratory Scientist and has been designated by the employer at the time of annual review to be a Senior Laboratory Scientist and who in the opinion of the employer meets all the following criteria;

- i. Has had at least 12 months at the top of the Medical Scientist scale as outlined in 5.4.
- ii. Biennial (2 yearly) progress up to Step 3 subject to satisfactory performance criteria.
- iii. Demonstrates a wide range of technical competence and experience in 3 or more areas of the laboratory; Haematology, Biochemistry, Immunology, Blood Bank, and/or Stat Microbiology.
- iv. Includes participation in the 24 hour, 7-day week roster with at least 8 years' experience.
- v. Demonstrates flexibility and versatility.
- vi. Has achieved a consistently high level of performance.
- vii. Demonstrates sound leadership, and/or
- viii. Cytology, Histology and Microbiology: Who by reason of his/her special duties or responsibilities is, for the purpose of this agreement appointed by the Employer to a designated Senior Medical Laboratory Scientist scale.

4.2.3 Medical Laboratory Scientist: means a person who, is a Registered Medical Laboratory Scientist under the Medical Laboratory Scientists Regulations 1982 and is qualified to engage in the examination of human tissue, fluids and excretions for medical purposes.

4.2.4 Graded Medical Laboratory Technician: means a person who meets all of the criteria set out in sub clause 4.2.5, meets at least three of the following criteria and who for the purpose of this agreement is appointed by the Employer to a designated graded position within the scale as outlined in 5.5;

- i. Has had at least 24 months on Step 2 of Clause 5.6.
- ii. Has a minimum of 2 or more QTA/ QMLT or other equivalent qualification.
- iii. Has achieved a minimum of 10 years qualifying satisfactory service.
- iv. Consistently performs at a very high level with exemplary performance – both technical and in attitude and behaviour, reflecting our company values and culture.

- v. Appointment to the Grade 3 MLT position will be based on demonstrated:
- commitment to the company values, and
 - excellent team leadership, and
 - superior critical thinking abilities.

4.2.5 Senior Medical Laboratory Technician: means a person who has a QMLT/ QSST or other appropriate qualification and has been designated by the employer at the time of annual review and who in the opinion of the employer meets all the following criteria;

- Has had at least 12 months on Step 7 of Clause 5.7.
- Includes participation in the 24 hour, 7-day week roster.
- Has achieved a consistently high level of performance.
- Demonstrates a wide range of technical competence and experience in all areas of the laboratory that they are employed in:

Core Laboratory: Competence in all fully rostered areas of the Core laboratory (excludes blood films and specialist chemistry).

Microbiology: Competence in all areas/ benches (excludes mycology).

Cytology / Histology: Who by reason of his/her special duties or responsibilities is, for the purpose of this agreement appointed by the Employer to a designated Senior Medical Laboratory Technician scale. Will not include those staff who may from time to time be the most senior laboratory Technician in an area and do not consistently meet the above criteria.

Specimen Services / Patient Services: Progression to the Senior Technician scale is dependent on job content and responsibilities of the position and the employee's level of performance and availability of additional responsibilities.

4.2.6 Medical Laboratory Technician: means a person who, being responsible to and under the direction of a Medical Laboratory Scientist or Registered Medical Practitioner, is employed in a Medical Pathology Laboratory and engaged in manual or technical work ancillary to Medical Laboratory Technology; but does not include a Medical Laboratory Scientist or a Trainee.

4.2.7 Medical Laboratory Assistant: means a person who, being responsible to and under supervision of a Medical Laboratory Scientist, is employed in a medical laboratory, has no recognizable qualification, and is engaged in manual technical work ancillary to medical laboratory science; but does not include a Medical Laboratory Scientist, Trainee or Technician.

4.2.8 Clerical / Administration: means a person involved in Clerical and Administration work associated with the operation of the laboratory other than management staff.

4.2.9 Medical Laboratory Pre-Analytical Technician: means a person who, being responsible to and under the direction of a designated Supervisor, is employed in a Medical Pathology Laboratory and engaged in manual or technical work covering administration, specimen handling and collection of specimens for return to the Laboratory.

4.2.10 Phlebotomist: means a qualified nurse, qualified Technical Assistant or trainee who, being responsible to and under the supervision of the Head of Department, Patient Services, is employed in a Medical Pathology Laboratory and engaged in all aspects of patient care and specimen collection.

4.2.11 Phlebotomy Assistant: means a person engaged in patient care in a Specimen Collection Room who is involved in Clerical work in support of the Phlebotomist.

4.3 A Part-time Employee: means an employee who works minimum hours on a regular basis but less than the 40 ordinary hours prescribed in this agreement.

- 4.4 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.
- 4.5 A Full-time Employee: means an employee who works a minimum of 40 ordinary hours per week.
- 4.6 A Fixed-term Employee means an employee who is employed for a specified period of time or until a specific event. The genuine business reason for the fixed term will be confirmed in the letter of offer.

5 SALARIES

5.1 Rates of Salary:

- 5.1.1 The minimum rates of salary shall be in accordance with the scales set out in Clause 5.2 to 5.9.
- 5.1.2 Hourly rates: The minimum hourly rate shall be 1/40th the appropriate minimum weekly rate or one 2080 part, correct to three decimal places of the annual rate of salary.
- 5.1.3 For the purposes of the Clause 'Annual Rate of Salary' means 12 months employment including any periods of holiday or other approved paid leave of absence.
- 5.1.4 An employee may request a classification/salary review through the completion of the application form available for request for consideration of a remuneration increase above the collective scales. Any such review shall be completed within 60 days.
- 5.1.5 An employee's annual review will be finalised within 3 months of their anniversary date, including being advised if any remuneration changes are applicable.

Medical Laboratory Scientist

- 5.2 **Graded Medical Laboratory Scientist** shall receive an annual rate of salary according to the step approved by the employer for the position held:

	18-Sept-24		
Step	Annual \$	Hourly \$	
G2	101,466	48.782	Appt Only
G1	98,157	47.191	

Progression from Senior Medical Laboratory Scientist to Graded Medical Laboratory Scientist will be based on the annual review process subject to the criteria listed in 4.2.1.

5.3 **Senior Medical Laboratory Scientist**

	18-Sept-24		
Step	Annual \$	Hourly \$	
S3	94,837	45.595	Appt / Biennial
S2	92,928	44.677	
S1	90,995	43.747	

- 5.3.1 Progression from Medical Laboratory Scientist to Senior Medical Laboratory Scientist will be based on the annual review process subject to the criteria listed in 4.2.2.

5.4 Medical Laboratory Scientist

Step	18-Sept-24		Auto Annual Progression
	Annual \$	Hourly \$	
8	87,137	41.893	
7	84,566	40.657	
6	81,578	39.220	
5	79,006	37.983	
4	77,085	37.060	
3	75,161	36.135	
2	71,731	34.486	
1	68,739	33.048	
Trainee	64,629	31.072	

5.4.1 Bachelor of Medical Laboratory Science Graduates (BMLS) shall be paid at Step 6 under Clause 5.5 and after 17 Sep -2021 at Q4 until practical work requirements are completed. Upon acceptance of the practical work requirements and registration as a Medical Laboratory Scientist the employee will be paid at Step 1 of Clause 5.4.

5.4.2 The appointment to the Scientists scale will be made from the first day of the next pay period after completion of the practical work requirement. Progression through the Medical Laboratory Scientist scale is dependent on job content and responsibilities of the position, the employee’s level of performance and availability of additional responsibilities. Advancement through this scale will not be unnecessarily withheld and shall be by a fair annual process, open to each and every employee covered by this clause. This includes the ability to apply for reviews outside of the annual process, to understand the criteria, know the outcome and a right of appeal. The annual review shall occur within three months of each employee’s anniversary date.

5.5 Medical Laboratory Technicians, Trainees, Pre-Analytical Technicians and Phlebotomists

Step		18-Sept-24		
		Annual \$	Hourly \$	
G3		77,085	37.060	Appt Only
G2		75,161	36.135	Appt / Biennial
G1		71,731	34.486	
S2		68,735	33.046	Appt / Annual Review
S1	Senior	67,260	32,337	
7	Q4	64,618	31,067	Auto Annual Progression
6	Q3	63,077	30,326	
5	Q2	60,078	28.884	
4	Q1	57,949	27.860	
2	Trainee	56,022	26.934	
1	Trainee	52,938	25.451	

5.5.1 Placement on the scale at appointment shall be by agreement between the employer and employee.

5.5.2 Registration (and reasonable progress to achieve this) is a requirement of the position and employees are required to maintain this to ensure ongoing employment. Where the employee fails to achieve that qualification standard or to make reasonable progress towards achieving such qualification the employer shall not be bound to maintain employment.

- 5.5.3 Progression shall be by automatic annual progression (Steps 1-3 and Q1-Q4), provided that if performance is not satisfactory, this progression may be withheld.
- 5.5.4 Appointment to positions above the automatic annual progression levels is by appointment only, subject to the criteria listed in 4.2.4 and 4.2.5. Progression through the Senior steps or Graded MTL roles shall be following the annual/biennial review process.

5.6 **Clerical / Administration / Laboratory Assistant / Phlebotomy Assistant / Courier**

Step		18/09/2024		
		Annual \$	Hourly \$	
5	Y5	60,816	29.239	Auto Annual Progression
4	Y4	58,896	28.316	
3	Y3	57,191	27.496	
2	Y2	56,022	26.934	
1	Y1	54,286	26.099	

- 5.6.1 Employees shall commence on such a level that reflects their relevant qualifications and experience and shall be mutually agreed at the time of employment.
- 5.6.2 Progression to Step 5 shall be by automatic annual progression, provided that, where acceptable levels of performance have not been achieved the employee shall be given the opportunity to rectify the situation and where acceptable standard of work is still not achieved, this progression can be withheld.
- 5.6.3 Progression beyond these levels is dependent on job content and responsibilities of the position, the employee’s level of performance and availability of additional responsibilities.
- 5.6.4 Advancement through this scale will not be unreasonably withheld and shall be by a fair annual review process, open to each and every employee covered by this clause.
- 5.6.5 The annual review shall occur within three months of each employee’s anniversary date.

6 HOURS OF WORK

6.1 **7 Day and/or 24 Hour**

- 6.1.1 The parties to this agreement recognise the need for the employer to provide 24-hour 7-day coverage.
- 6.1.2 Employees employed in any area requiring 7 Day and/or 24-Hour day coverage shall work in accordance with clause 6.3 be placed upon “standing rosters” established for that area.
- 6.1.3 Where an area has been designated as requiring 24-hour 7-day coverage employees whose work period is due to finish shall ensure that coverage is maintained until they are relieved by an incoming employee.

6.2 **Ordinary Weekly Hours of Work:** Day Roster: The employer shall be at liberty to fix the hours of work for respective employees subject to the following provisions:

- 6.2.1 Except for staff rostered in accordance with clause 6.3 the ordinary hours of work shall be 40 hours per week to be worked on any day of the week. Any intended changes to the days of work will only be made after consultation with the affected employee/s.
- 6.2.2 Ordinary hours for each period of work will be a maximum of eight beyond which overtime will accrue. However, whereby mutual agreement these hours may be varied.

- 6.2.3 The operation of this clause shall not prevent the employment of part-time or casual employees who shall be paid on a pro rata basis. Part-time employees shall be advised of any minimum entitlement of working hours at the time of employment.
- 6.2.4 A minimum of three hours of work shall be offered for Saturdays, Sundays and Public Holidays.

6.3 **Standing Rosters**

- 6.3.1 Standing rosters shall be posted or notified 28 days prior to their commencement and may be changed by the employer to meet unforeseen circumstances where alternative relief staff are not available. The employer shall consult with affected staff and individual circumstances will be taken into consideration before making the necessary changes.
- 6.3.2 Normal shift starting and finishing times may be varied by the employer upon 14 days' notice, after consultation with the affected employees.
- 6.3.3 Staff working in departments providing 24-hour 7-day service shall work evening and morning rosters subject to the following provision:
- i. Normal rostered work periods shall consist of one shift of 8 hours to be worked wholly between 11pm and 8am the following day which shall be deemed to be the day of work or one shift of 8 hours to be worked wholly between 3pm and midnight.
 - ii. An employee who works 4 consecutive graveyard shifts shall receive a paid RDO. If the full four days are not worked this day will be an unpaid rostered day off.
 - iii. Standing rosters for the evening and morning shifts are dependent on permanent coverage for 7 of each of these shifts each week. In the event that some or all of these shifts cannot be filled by the employer, all permanent full-time staff will be required to cover these shifts. Except in cases of emergency, permanent full-time staff will not be required to fill these shifts unless suitable replacement staff is unavailable.
- 6.3.4 Rosters are to be reviewed 3 months after commencement by both parties, and thereafter at least 6 monthly and employees may recommend suggested changes to the employer. Any intended changes to the roster pattern will only be made after consultation with the affected employee/s. Where there is a consensus of agreement by employees for a particular roster pattern the employer shall give priority to this particular pattern. In the event where change is necessary the employer will make these changes under the provisions of clause 6.3.1.

6.4 **Additional Leave**

- 6.4.1 Full time staff that commenced employment prior to July 1 2004 and are employed on 24 hour 7 day shifts who complete a full year's shift roster as at 31st December each year shall be entitled to an extra five days annual leave per year.
- 6.4.2 Full time staff that commenced employment on or after July 1 2004 and part-time staff whose rostered ordinary hours of duty include shifts between the hours of 9pm to 6am ("qualifying shift") and weekend shifts between 8am and 8pm shall be entitled to the following additional leave on the following basis:

6.4.3

No. of Qualifying Shifts per annum:	No. of days additional leave per annum:
>20	1
>30	1.5
>40	2
>50	2.5
>60	3
>70	3.5
>80	4
>90	4.5
>100	5

6.4.4 This additional leave must be taken within the year it is granted and is non-transferable if not used.

6.5 Meal and Tea Breaks

6.5.1 The employee shall be allowed a meal break of up to one hour no later than having worked for 5 continuous hours and for each 5 hours worked thereafter, provided that the employee is required to continue working following the meal break. The meal break shall not be less than 30 minutes, provided that where the employee is required to remain on duty during the period that would otherwise be his/her meal break, the hours of work shall be deemed to be continuous.

6.5.2 An interval of 10 minutes duration shall be allowed to the employee during the forenoon and afternoon or its equivalent of each day or roster within the employer's time and without deduction from salary, and the employer shall provide hot water, tea, milk, coffee and sugar.

6.5.3 Where an employee has a work period of 5.5 hours or less, the employee and employer may agree that the unpaid meal break is taken at the end of the work period (i.e. after 5.0 hours work at the latest). Agreement will not be withheld by the employer unless there are genuine operational reasons.

6.6 Meal Allowance

Where the employee has worked 8 hours and is required to work a further two or more hours without a break of no less than 30 minutes the employee shall be paid a meal allowance of \$13.67.

7 SHIFT ALLOWANCE

7.1 Evening Shift

7.1.1 Monday to Friday, a shift allowance per rostered evening shift shall be paid for each shift worked of \$43.99 shall be paid.

7.1.2 Saturday and Sunday; a shift allowance per rostered evening shift shall be paid for each shift worked of \$74.52 shall be paid.

7.2 Morning Shift

7.2.1 Monday to Friday; a shift allowance per rostered morning shift shall be paid for each shift worked \$56.93 shall be paid.

7.2.2 Saturday and Sunday; a shift allowance per rostered morning shift shall be paid for each shift worked of \$74.52 shall be paid.

- 7.3 **Weekend Shift:** A shift allowance of \$74.52 per rostered weekend day shift shall be paid for each weekend day worked. Where the employee has worked less than 4 hours, half of the weekend shift allowance will be payable. Where the employee has worked 4 hours or more a full weekend shift allowance will be payable.
- 7.4 **1-9 Shift:** A shift allowance per rostered evening shift shall be paid for each shift worked of \$28.46 shall be paid.
- 7.5 The allowance shall be paid pro rata for part shifts and shall not be included in the definition of ordinary pay for the purposes of calculating leave entitlements.
- 7.6 The allowances set out in clause 7 above shall be paid to any staff member working a rostered shift whether or not that staff member is regularly rostered for shift work.
- 7.7 For work carried out on a shift that is not overtime as outlined in clause 8.1 the appropriate allowance as outlined above shall apply.
- 7.8 **OPD Sunday shift:** A shift allowance per rostered Sunday shift shall be paid for each shift worked in the Out-Patients department of the Tauranga Hospital of \$33.53 shall be paid.

8 OVERTIME

- 8.1 Overtime is time worked in excess 8 hours on any day or 40 hours per week or in the case of rostered staff, time worked in excess of time rostered for the day or for the week.
- 8.2 Overtime will only be paid when such additional working time has been properly authorised in accordance with Medlab procedures.
- 8.3 Overtime shall be paid at the following rates in addition to ordinary rates of wages:
- 8.3.1 At half the ordinary time rate ($T^{1/2}$) for the first three hours and at the ordinary time rate thereafter ($T1$).
- 8.3.2 The ordinary hourly rate of pay shall be one two-thousand and eightieth part correct to three decimal places of a dollar, of the yearly rate of salary payable.
- 8.3.3 Where overtime is requested and worked at the end of a rostered shift the employee shall be entitled to shift allowance according to time worked, in addition to the overtime rate.
- 8.4 Part-time employees: Overtime rates will only apply where part-time employees have worked in excess of 8 hours on any day or in excess of 40 ordinary hours per week.
- 8.5 Overtime rates shall apply for overtime work outlined in clause 8.1 in which case the corresponding allowance shall not apply.
- 8.6 Where employees do an extra shift at their own request this shall be paid by ordinary time rate and shall not be included in the calculation of overtime.

9 CALL BACK

- 9.1 Call back is where the employee is authorised by his/her employer to be called to work outside rostered hours of duty. The employee shall be paid for a minimum of three hours, or for actual work time, whichever is the greater, when the employee:
- 9.1.1 Is called back to work after *completing the day's work, and *having left the place of employment, or
- 9.1.2 Is called back before the normal time of starting work, and does not continue working until such normal starting time, except that:
- i. call backs commencing and finishing with the minimum period covered by an earlier call back shall not be paid or,

- ii. where a call back commences before and continues beyond the end of a minimum period for a previous call back,
Payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back.

9.2 Payment for call backs shall be at overtime rates.

9.3 Call back shall not be rostered unless agreed between the employee(s) concerned and the Employer.

9.4 An on-call allowance of \$59.51 per 24-hour period shall be paid in addition to other remuneration. This allowance is not dependent on number of hours on call.

9.5 Where the employer requires the employee to participate in an on-call roster:

9.5.1 A cell phone shall be made available by the Company to the employee for the period of on call duty at no expense to the employee or;

9.5.2 Half the cost of a single domestic telephone rental shall be reimbursed to the employee by the company and;

9.5.3 An employee shall be reimbursed as specified in Clause 11 when called in to work during an on-call period.

10 MINIMUM BREAK BETWEEN PERIODS OF DUTY

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

10.2 Where an employee would not have a 9-hour break between 2 periods of duty, they shall not be required to return to work until they have had 9 consecutive hours off-duty. There is no loss of ordinary pay for such absence.

10.3 If the employee resumes or continues work without having had such nine consecutive hours off duty, he/she shall be paid at double rates until released from duty, and shall then be entitled to be absent until he/she has had nine consecutive hours off duty without loss of pay for ordinary working time occurring such absence.

10.4 Provided however, that where the employee has been required to attend a call back(s) during the period between the cessation of work on the following day and that notwithstanding the period worked, he/she has had at least 12 hours away from duty between the finish and commencement times, the above provisions shall not apply.

10.5 Provided that by written consent of the employee this clause shall not apply.

10.6 No person shall work an excess of 10 hours except in an emergency and only in consultation with the affected employee.

11 TRANSPORT ALLOWANCE

11.1 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 at the current IRD rate per kilometre. Transport arrangements for other activities such as attending studies are not deemed to be in relation to the employer's business.

11.2 For Collection Services staff this applies as follows:

i. Where specimens are to be collected from a patient at a private hospital, rest home, or private home address as part of a domiciliary service.

ii. When an employee agrees to work a shift at short notice (within 24 hours of the shift start time) at a location which is not one of their rostered collection rooms.

Mileage can only be claimed where travel of a distance of 30 kilometres return or greater is required. The exception to this would apply to those staff who already routinely travel in excess of 30 kilometres to and from their rostered collection rooms. If a staff member is requested to attend another collection facility and is already at their place of work, the 30-kilometre minimum does not apply.

12 CLOTHING

- 12.1 Where protective clothing is required by the employer to be worn, this shall be supplied and laundered at the employer's expense and shall remain the property of the employer.
- 12.2 Where an employee is required to wear a staff uniform, such uniform will be supplied by the employer.

13 PUBLIC HOLIDAYS

- 13.1 Unless the employer and the employee otherwise agree the following shall be granted as whole holidays in accordance with the Holidays Act 2003 where they fall on days that would otherwise be a working day for the employee:
Christmas Day, Boxing Day, New Year's Day, the day following, Waitangi Day, Good Friday, Easter Monday, Anzac Day, Matariki, the day of the birthday of the Reigning Sovereign, Labour Day, the Anniversary Day of the Province or the day observed in the locality in lieu thereof.
- 13.2 Where the employee is not required to work on any of the days specified in subclause 13.1 above, it being a day that would otherwise be a working day for the employee, then the employee shall be paid for the day as if it were an ordinary working day.
- 13.3 Where an employee does not have a clear work pattern a check will be performed of rostered shifts in the 12-week period leading up to the calendar day on which the public holiday falls. Where a minimum of 6 of the calendar days have been rostered in this 12-week period the public holiday will be treated as a normal working day.
- 13.4 Where the employee is required to work on any one of the Public Holidays specified in subclause above, it being a day that would otherwise be a working day for the employee, then he/she will be paid their relevant daily pay for that day plus be paid their ordinary rate for the hours worked. The employee will also be entitled to an alternative holiday (paid day off in lieu) to be taken at a time mutually agreed between the employer and employee, provided that where such agreement cannot be reached the parties agree that the employer shall determine the taking of alternative days
- 13.5 Where Christmas Day, Boxing Day, and New Year's Day and the following day fall on one or both weekend days this will be deemed to be the public holiday for those employees where such a day is their normal working day. They will be paid their relevant daily pay for that day plus be paid their ordinary rate for the hours worked. The employee will also be entitled to an alternative holiday (paid day off in lieu).
 - 13.5.1 Where the same employee is required to work on the otherwise observed weekday/s the employee shall be paid their ordinary rate for the hours worked and be entitled to lieu time equal to the number of hours worked on that day, despite these days not being deemed public holidays under this Agreement.

Where an employee is required to work on a Public Holiday which is not a normal working day for the employee then he/she shall be paid their relevant daily pay for the hours actually worked, plus that amount again but shall not be entitled to an alternative day.

- 13.6 There is no entitlement to an alternative holiday where the employee is on call on a public holiday and is not required to restrict his or her activities to the extent that the employee cannot leave their hometown for the day and does not get called into work. Where an employee is on call on a public holiday and is required to restrict his or her activities to the extent that the employee cannot leave their home town for the day, whether or not the employee is called into work, the employee shall be entitled to an alternative holiday.
- 13.7 Where a full-time employee's rostered day off falls on a public holiday, he/she shall be entitled to an alternative holiday (a day's leave in lieu).
- 13.8 Where employees (excluding casuals) are not rostered to work on Christmas Day, but are requested to and subsequently work on Christmas Day, they shall be paid their relevant daily pay plus their ordinary rate for the hours worked and receive an Alternative Holiday.
- 13.9 An alternate holiday (a whole paid day off in lieu) shall be taken at a time mutually agreed between the employer and the employee, and must be taken on a day that would otherwise be a working day for the employee. Provided that where such agreement cannot be reached the employee shall give no less than 14 days' notice of the day the holiday is to be taken provided that the alternative holiday is taken within 12 months of the employee's entitlement to the alternative holiday having arisen. If 12 months have passed since the employee's alternative holiday arose then the employer may give no less than 14 days' notice of the day the holiday is to be taken. Payment for one day alternative leave shall be the employee's daily relevant pay.

Note: Payment for working on public holidays in this clause shall be inclusive of and not in addition to the payment for public holidays provided for in the in the Holidays Act 2003 and its amendments

14 ANNUAL HOLIDAYS

- 14.1 Annual holidays shall be allowed in accordance with the Holidays Act 2003 and its amendments, which provides for 4 weeks annual holiday on the completion of each year of current continuous service with the same employer.
- 14.2 Unless otherwise agreed with the employer an employee shall give two weeks' notice in writing of their intention to take annual leave. If the employee elects to do so, the employee may take two weeks of his/her annual holiday entitlement in a continuous period. Once permission has been given and if urgent requirements of the business need a postponement of leave by an employee, two weeks' notice must be given by the Employer. This postponement will be only acceptable if it can be shown by the management that no replacement staff can be found to handle the position while the employee is on leave.
- 14.3 Where the employee's employment is terminated at the end of a period of employment of less than one year, the employer shall forthwith pay to the employee in addition to all other amounts due, an amount equal to 8% of the employee's gross earnings during that period.
- 14.4 An unpaid leave of absence may be granted at the employer's discretion after 5 years of continuous service. Such leave may be granted up to a maximum of 3 months where good reason exists at the discretion of the employer. All applications will be considered on case-by-case basis and leave without pay will only apply when all other applicable leave balances have been exhausted (unless otherwise agreed).
- 14.5 Any leave requests will be responded to in writing within 2 weeks.

- 14.6 Employees who have completed 6 years' current continuous service shall receive:
- An increase to 4.2 weeks annual leave on an employee's anniversary date after 18 September 2023.
 - An increase to 4.4 weeks annual leave on an employee's anniversary date after 18 September 2024.
 - An increase to 5.0 weeks annual leave on an employee's anniversary date after 18 September 2025.

15 SICK LEAVE

- 15.1 After 4 weeks of continuous service the employee shall be entitled to paid sick leave on a pro-rata basis of up to 5 working days and after 6 months continuous service a further grant of 5 days shall be made making a total of 10 working days in the first year of service.
- 15.2 After 12 months continuous service the employee shall be entitled in each subsequent year of service to be paid sick leave of up to 10 working days. Payment for one day's sick leave shall be the employee's relevant daily rate for that day.
- 15.3 The employer may require a medical certificate to support the employee's claim for sick leave for absences in excess of three consecutive calendar days. "By way of example: This is required if absent Monday – Wednesday inclusive or from Friday and including the next Monday as three consecutive calendar days have passed". However, where the Company is satisfied an employee has misused sick leave (e.g: regular absences on Mondays and Fridays) it may require such employee to provide a medical certificate in support of any future sick leave claim provided that:
- 15.3.1 The employee shall be advised of this requirement in writing by a Manager/Supervisor of the Employer; and
- 15.3.2 Such requirements shall be for a period not exceeding three months in any one instance.
- 15.4 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.
- 15.5 Sick leave may be accumulated by carrying forward unused sick leave from one year to the next of up to 60 working days.
- 15.6 For the purposes of clarification, the above provisions shall be deemed to include sick leave as defined by the Holidays Act 2003.
- 15.7 Sick Leave can be used for non-work accidents as long as they are covered by medical certificates.
- 15.8 When all sick leave has been used, on request but with HOD approval only, the employee can take paid annual leave.
- 15.9 Additional paid sick leave may be available in exceptional circumstances. This will be at the discretion of the employer as approved by the CEO.

Note: Sick Leave provided for in this clause shall be inclusive of and not in addition to the Sick Leave provided for in the Holidays Act 2003 and its amendments.

16 DOMESTIC LEAVE

- 16.1 After working for Medlab Bay of Plenty for 6 months, an employee has the right to 5 days paid domestic leave entitlement for each 12-month period of employment. This domestic leave may be taken if the employee is sick or injured; if the employee's spouse is sick or injured; or a person who depends on the employee for care is sick or injured. Payment for one day's domestic leave shall be the ordinary employee's relevant daily rate for that day.

- 16.2 A child is one that is still dependent on its parents and is under 18 years of age.
- 16.3 The employer may require a medical certificate to support the claim for domestic leave.
- 16.4 For employees employed after 1 June 1996 leave taken under this clause is to be offset from leave allocated in clause 15.

Note: Domestic Leave provided for in this clause shall be inclusive of and not in addition to the Sick Leave provided for in the Holidays Act 2003 and its amendments.

17 LONG SERVICE LEAVE

- 17.1 An employee shall be entitled to a one-off one-week at the completion of ten years' current continuous service, and a one-off one-week at the completion of each subsequent qualifying period of 5 years' current continuous service.
- 17.2 Payment for one day's special holidays provided for in Sub clause 17.1 of this clause shall be the employees ordinary hourly rate multiplied by the hours the employee would have ordinarily worked on that day. Leave may be taken in one or more periods and at such time as may be agreed by the employer and the employee.

18 BEREAVEMENT / TANGIHANGA LEAVE

- 18.1 After six months continuous employment with the employer;
 - 18.1.1 The employee is entitled to a maximum of five days bereavement leave for the death of the employee's father, mother, spouse, partner or child (including a miscarriage or still-birth).
 - 18.1.2 The employee is entitled to a maximum of three days bereavement for the death of the employee's brother, sister, grandparent, parent-in-law and grandchild. An additional two days may be approved for brother and sister at the discretion of the HOD, which would not be unreasonably withheld.
 - 18.1.3 The employee is entitled to one day bereavement leave where the employee suffers bereavement.
 - 18.1.4 An additional two days may be granted for the death of a brother or sister at the discretion of the HOD, which may not be unreasonably withheld.
- 18.2 The employer shall consider the following factors in determining a "death where the employee suffers bereavement" for the purposes of granting the employee's entitlement to one day's bereavement leave:
 - 18.2.1 The closeness of the association between the employee and the deceased person,
 - 18.2.2 Whether the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death,
 - 18.2.3 Any cultural responsibilities of the employee in relation to the death.
- 18.3 The employer can require the employee to provide satisfactory proof of the bereavement.
- 18.4 Payment for one day's bereavement leave shall be the employee's relevant daily rate for that day.
- 18.5 In addition, the employee is entitled to take sick leave (refer 15.1) after working for Medlab Bay of Plenty for 6 months. This entitlement may be taken for extended bereavement.
- 18.6 Any leave taken in addition to that set out above shall be taken subject to prior approval by the employer. Payment is to be at the discretion of the employer.

19 STUDY LEAVE / EDUCATION LEAVE

- 19.1 The employee may be entitled to leave without deduction from wages to enable attendance at courses of study that have been authorised by the employer.
- 19.2 Where course attendance has been authorised on the weekend or on a day which is not a normal working day the employee will be paid ordinary time only or time in lieu up to a maximum of 8 hours for their attendance.
- 19.3 The employer may require employees to attend specific courses of training for the purpose of their employment and shall reimburse the approved costs associated with such training.

20 PARENTAL LEAVE

- 20.1 The provisions of the Parental Leave and Employment Act 1987 will apply. Some of the provisions are as follows. (A full guide to the Act is available from the payroll team).
- 20.1.1 Under the Parent Leave and Employment Protection Act both men and women may take unpaid leave from their jobs to care for a young child. To qualify for all parental leave provisions an employee must have worked for the employer for at least ten hours per week for the last twelve months.
- There are four categories of parental leave:
- Special leave** of ten days available to the mother during pregnancy to cover doctor's visits, antenatal classes etc.
- Paid Parental / Primary Carer leave** of up to 22 weeks is to cover the time of the baby's birth or the baby's arrival.
- Paternity leave** of up to two weeks is available to the father at the time of the birth or adoption of the child.
- Extended leave** up to 52 weeks (inclusive of any parental or paternity leave already taken) is available to either, or both parents to care for a child during the first year after birth or adoption.
- 20.1.2 Applying for parental leave: At least 3 months before the baby is due, the employee must make a request for parental leave in writing. A certificate from the doctor giving due dates must be included. A man must include a declaration from the baby's mother stating that he is her partner and intends to care for the child. Three weeks' notice must be given before actually starting the leave.
- 20.1.3 The employer must reply to the letter within three weeks, confirming the employee's eligibility. Within three weeks of the leave beginning, the employer must write to the employee confirming:
- i. when the leave ends
 - ii. when the employee can return to work
 - iii. the latest day the employee can give notice of intention to return to work or not
 - iv. what rights the employee has if he/she wishes to return to work before the leave period ends.

21 FAMILY VIOLENCE LEAVE

- 21.1 On completion of six months current continuous service an employee will be entitled up to 10 days Family Violence Leave in accordance with the Holidays Act 2003.
- 21.2 An employee will also be entitled to request flexible work arrangements for a period of up to two months in accordance with the Employment Relations Act 2000.

22 ALCOHOL DRUGS

The nature of a Medical Pathology laboratory requires a high standard of personal responsibility. The employee agrees to abide by the alcohol and drug rules set out in the employer's policies and manuals.

23 JURY SERVICE

- 23.1 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 employees off duty hours, the employee may retain the jurors fee and expenses paid.
- 23.2 Where leave on pay is taken, a copy of the employee remittance from the court is to be provided to payroll. The employee is to pay the fees received to the employer but may retain expenses. Provision of jury leave on pay shall be limited to a maximum of 5 days on each occasion.
- 23.3 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 to report back to work where this is reasonable and practicable.

24 SEXUAL HARRASSMENT

Sexual harassment or other forms of harassment and any form of discrimination will not be tolerated in the workplace. This behaviour contravenes legislation and reflects on the integrity of the Company; therefore, it is essential that any such behaviour be reported immediately. Complaints will be thoroughly investigated by management and representatives of Pathlab.

25 GENERAL CONDITIONS

- 25.1 The employer shall keep a time and wages record which shall contain the information required by section 130 of the Employment Relations Act 2000.
- 25.2 The provisions of the Health and Safety and Employment Regulations Act 1995, in respect of adequate lighting, heating and ventilation shall be complied with in working areas and apply to dining, cloak and toilet facilities.

26 HEALTH AND SAFETY

- 25.1 The parties accept that workplace hazards that can lead to harm to people, damage to property or loss and delay to our diagnostic process must be controlled so as to protect the health and safety of all personnel. The employer will take all practical steps to provide a safe and healthy working environment for the employee.
- 25.2 The employee agrees to comply with all occupational Health and Safety statutory obligations, company policies, procedures, rules and special work requirements, on or about all operational areas of this organisation. The employee must use his or her best endeavours to ensure that no action or inaction on their part causes harm to themselves or any other person.
- 25.3 The employer will appoint a Health and Safety Committee comprising of employer and employee representatives to review company policies, procedures, rules and special work requirements, on or about all operational areas of this organisation and recommend to management any necessary changes. All employees shall be tested for:
- i. Hepatitis B immunisation, and if considered at risk.
 - ii. Relevant screening and follow up for Mycobacterium Tuberculosis (TB), and in the case of Laboratory related incidents.

iii. HIV antibody, Hepatitis C antibody and Hepatitis B Surface antigen and antibody screening in the context of appropriate medical counselling.

25.4 The employee confirms that, other than as disclosed in writing prior to commencing employment, the employee has no medical condition or disability that could affect his or her suitability to undertake the position or that could affect the safety of the employee or other persons.

25.5 The employee shall report all accidents and/or injuries to the employer within 24 hours of any accident or injury occurring.

25.6 The employee shall notify the employer where reasonably possible within one working day of filing any work-related claim with the Accident Rehabilitation and Compensation Insurance Corporation.

26 REDUNDANCY

26.1 Redundancy is a situation that occurs when the employment of an employee (i.e. not a temporary or fixed term agreement employee) is terminated by his/her employer if that action of the employer is attributable to the fact that the position filled by that employee has or will become superfluous to the needs of the employer.

26.2 If the employee is to be declared redundant, he/she shall be entitled to 4 weeks (preferably 12 weeks) notice of termination or 4 weeks wages in lieu if notice is not given, and on termination:

26.2.1 Redundancy compensation based on four weeks' pay for the first year of service or part thereof and two weeks for each subsequent completed year of service with the company; up to a maximum of 12 years, plus all unused sick leave up to a maximum of 20 working days. As of 17 Sept 2023, this will move to a maximum of 15 years. This payment does not preclude the employer and the employee together with any relevant employee representative agreeing on such further terms that may apply to the redundancy according to the circumstances at the time.

26.2.2 For part years of service 0.5 of a week for each three months or part thereof.

26.3 Where a review or restructuring has the potential to affect an employee covered by this agreement, as part of the consultation process the employer will investigate all options which would prevent a loss of employment; including where appropriate, voluntary redundancies. Applications will be considered on a case-by-case basis and the employer reserves the right to decline an application on the basis of operational needs and/or when the specific skills and competencies of the applicant need to be retained within the organisation.

26.4 The employee shall not be deemed to be redundant if his/her employment is being terminated by the Employer by reason only of the sale or transfer by the employer of the whole or part of the employers business if the person acquiring the business or part thereof has offered the employee employment in the business or part thereof being sold or transferred and the conditions of employment offered to the employee are acceptable or no less than his present terms of employment.

27 ANNUAL PRACTISING CERTIFICATE / RECERTIFICATION

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

27.1.1 It must be a statutory requirement that a current certificate be held for the performance of duties.

27.1.2 The employee must be engaged in duties for which the holding of a certificate is a requirement.

27.1.3 The employee must be a member of the particular occupational class to whom the requirement applies. The employer and the employee acknowledge they jointly have responsibility to maintain registration, obtain recertification and maintain competence standards. The employer agrees that they will deliver resources at their discretion to maintain those standards to meet the competency requirements of the Health Practitioner Competency Assurance Act.

27.2 Reimbursement of fees required to enrol in a recognised Continuing Professional Development (CPD) points programme will be provided per annum per employee.

28 LEAVE DURING WORK HOURS

When an employee has a bona fide dental, medical, legal or similar appointment during working hours, leave may be granted at the employer's discretion.

29 INDEMNITY

The employer hereby indemnifies and agrees to keep indemnified the employee from and against all actions, suits, proceedings, claims and demands whatsoever made or brought against the employer or individual employees by any third party in respect of or arising out of the performance of the employee of the obligations herein other than those arising out of wilful negligence, wilful neglect or misconduct of the part of the employee.

30 VEHICLE USE

30.1 If the employee is authorised to use an employer's vehicle, any traffic tickets relating to the driving of that vehicle, is the responsibility of the employee who was driving it. Where the cost of the infringement is imposed upon the employer and the employee responsible does not reimburse the employer within three months or prior to the date of termination, the employer shall have the right to deduct cost from the ordinary wages or termination pay.

30.2 The employee must comply with any of the employer's policies regarding use of the Employer's vehicles. When driving the employer's vehicles, the employee must hold a current and valid class 1 New Zealand driver's licence.

30.3 No employer's vehicle is available for private use and no private use of an employer's vehicle is permitted.

30.4 The employee may be provided with the use of a company fuel card to pay for fuel for the company vehicle only. Such fuel is to be purchased from the employer's preferred fuel supplier. The fuel card must be immediately returned to the employer upon request by the employer or termination of this contract.

30.5 The employee agrees that he or she will also be liable for any damage to the company vehicle or repairs to the company vehicle, which arise as the result of gross driving negligence, proven in court and only where the costs of such repairs are not covered by the employer's insurance. This shall be exempt from any premium excess that would normally apply to an insurance claim by the company.

30.6 The employee must not drive or be in charge of a company vehicle whilst under the influence of alcohol or illicit drugs. The employee must comply at all times with the Land Transport legislation and regulations.

31 EMPLOYEE PROTECTION PROVISIONS

- 31.1 This clause applies in all situations where part or all of the employer's business is to be sold, transferred or the work performed by an employee is to be contracted out.
- 31.2 In such situations the employer will give affected employees notice as soon as is reasonably practicable of:
- 31.2.1 The proposed change,
 - 31.2.2 Who the proposed new employer is,
 - 31.2.3 Whether the proposed new employer is a party to a collective employment agreement that covers the work to be done by affected employees, and
 - 31.2.4 That if they do not transfer to the proposed new employer, their employment will be terminated on the grounds of redundancy.
- 31.3 Advise the proposed new employer that affected employees are members of the Union.
- 31.4 Facilitate direct discussions between the Union and the proposed new employer about the terms and conditions of affected employees.
- 31.5 If the proposed new employer is a party to a collective employment agreement that covers the work to be done by affected employees, the employer will negotiate with the proposed new employer for affected employees to be offered the more favourable of:
- 31.5.1 The terms and conditions of the agreement which is already in place; or
 - 31.5.2 The terms and conditions of this agreement.
- 31.6 If the proposed new employer is not a party to a collective employment agreement that covers the work to be done by affected employees, the employer will negotiate with the proposed new employer for affected employees to be offered the more favourable of:
- 31.6.1 Any standard terms and conditions of individual employment agreements made between the proposed new employer and other employees performing similar work; or
 - 31.6.2 The terms and conditions of this agreement.
 - 31.6.3 In all cases the employer will negotiate with the proposed new employer for employee's length of service to be recognized for the purposes of service-related entitlements.
 - 31.6.4 If affected employees elect not to transfer to the proposed new employer, the terms of the redundancy clause contained within this agreement will apply, except that:
 - i. Affected employees shall not have any right to redundancy compensation if a proposed new employer offers them redeployment:
On terms and conditions substantially similar to those contained in this agreement;
and
 - ii. Continuity of service is recognized; and
 - iii. The employment is located in the same geographical area or one more convenient to the employee.

32 MEDICAL INCAPACITY

- 32.1 In the event that the employee is incapacitated and unable to work due to long-term illness or an injury, the employee's employment may be reviewed for reasons of incapacity.
- 32.2 Before taking any action under this clause, the employer may require, at the employer's expense, the employee to undergo a medical examination by a registered medical practitioner nominated by the employee and / or the employer. The employer shall take into account any reports or recommendations made available to them as a result of the examination, or any other relevant medical reports or recommendations which the employer might receive from the employee or on the employee's behalf.

33 MEDICAL EXAMINATION OR ASSESSMENT OF EMPLOYEES

- 33.1 The Employee agrees that the Employer may require the Employee to undergo a medical examination or assessment by a registered medical practitioner nominated by the Employee and / or Employer, if the Employer considers, in its opinion, that the Employee's physical and/or mental health may be affecting the Employee's ability to perform the duties under this Agreement safely and effectively.
- 33.2 The Employer shall meet the costs of the requested medical examination or assessment.
- 33.3 It is hereby acknowledged and understood that this Agreement provides sufficient authority under the Privacy Act 2020 for the communication to the Employer by the examining medical practitioner of his opinions, findings and conclusions resulting from the Employee's examination.

34 SUSPENSION

- 34.1 The Employer may suspend the Employee from duties, on paid leave, when the Employer is investigating potential serious misconduct.
- 34.2 If the Employee unduly delays or protracts any investigation process, after consultation, the Employee may be placed on unpaid leave.

PART III - EMPLOYMENT RELATIONSHIP PROBLEMS

1 PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

This procedure applies to the settlement of all employment relationship problems and personal grievance matters within our organisation. You are reminded that a Personal Grievance is about a situation where you feel aggrieved because of an action, or actions, taken by the Employer. Any staff member may use this procedure.

If you feel that we have treated you unfairly and feel aggrieved, we urge you to first raise the matter with us. We will do everything we can to resolve it as soon as possible after the event. Please remember that at any stage you may have a support person accompany you.

- 1.1 You must first speak with your manager. If for any reason you don't wish to raise it with your manager, you should speak to another manager, or someone else who can deal with it, so we can deal with your concern at once.
- 1.2 If you (or your representative) prefer to raise any matter with us in writing, or if any matter you have raised under 1.1 has not been resolved, you should write a letter regarding your problem or grievance, covering three points:
 - i. Details of your problem or grievance.
 - ii. Why you feel aggrieved.
 - iii. What solution you seek to resolve the matter.

If your letter raises a grievance, please submit it within 90 days of the event giving rise to it.

- 1.3 We will then meet (within 14 days of us receiving your 1.2 letter), to discuss and attempt to resolve the matter. Either party failing to attend this meeting will be regarded as a serious breach of our employment relationship. If either party feels they are unable to reach a solution, they must advise the other party in writing, setting out the reason (s) for their decision.
- 1.4 If the problem or grievance cannot be resolved at the 1.3 meeting, and you wish to pursue a Personal Grievance, you must write to us advising this. If there is no change in the details of your grievance, as set out in 1.2, you must simply refer to your 1.2 letter. Otherwise, you will need to write a further letter.

Note: You must follow 1.4 within 90 days of any advice, under 1.3, that either party is unable to resolve the grievance. Failure to provide this formal notice within the 90-day period shall render the grievance void generally, and you won't be able to raise it again, under any circumstances. This time limit is to ensure that every effort is made to resolve grievances as quickly as possible in accordance with the principles of the Employment Relations Act. (This time limit extends to 12 months if the grievance is because of a claim of sexual harassment).

- 1.5 Within 7 days of receiving your advice that you are pursuing a Personal Grievance, we will advise you, in writing, of our final review of the circumstances and whether we believe a solution is possible. This step is not to delay filing your Personal Grievance with the Mediation Service of the Department of Labour, but to give us a final opportunity to review our position.
- 1.6 You may file your Personal Grievance with the Mediation Service of the Ministry of Business, Innovation & Employment, or with any alternative mediation provider as may be agreed.

PART IV - SIGNATORY PARTIES

1 MEDLAB BAY OF PLENTY LIMITED

Brian Millen

[Brian Millen \(Dec 16, 2024 16:25 GMT+13\)](#)

.....
Brian Millen
Chief Executive Officer

16/12/2024

2 FIRST UNION INC

Neil Chapman

[Neil Chapman \(Dec 16, 2024 12:38 GMT+13\)](#)

.....
Neil Chapman
Organiser

16/12/2024

PO Box 130, TAURANGA
TELEPHONE: 07-578 7073









Pathlab / First Union Collective Agreement 2024-25

Final Audit Report

2024-12-16

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