

Terms of Settlement – Collective Negotiations 2018 (Pathlab Lakes Ltd)

Subject to Ratification the parties agree to the following changes to the Collective Agreement dated 1 July 2017 to 19 June 2018:

1. Term of 27 months from 1 July 2018 to 30 September 2020.
2. Effective from the first full pay period on 3 December 2018, an increase of 3% to paid and printed hourly rates and allowances. This is inclusive of a change in the annual divisor from 2086 to 2080.
3. Backpay from 1 July 2018 to 3 December 2018 shall be based on a \$750 gross taxable payment for each 1.0 FTE (based on ordinary hours). This shall be pro-rata for part time employees. [Alternatively if requested following ratification, 2 shall apply from the first full pay period from 1 July 2018].
4. Effective from the first full pay period on or after 1 July 2019, an increase of 3% to paid and printed hourly rates and allowances.
5. Clause 13.1. [Note: This shall be applied from each individual employee's next entitlement date]
 - a. Effective from 1 July 2018, an increase in Annual Leave from 22 working days (4.4 weeks) to 23 working days (4.6 weeks) after 6 or more years' service.
 - b. Effective from 1 July 2019, an increase in Annual Leave from 23 working days (4.6 weeks) to 24 working days (4.8 weeks) after 6 or more years' service.
6. Clause 5.3. The bottom two steps of the trainee scale shall be deleted (Step 1 \$17.057 & Step 2 \$17.731). Steps shall be renumbered as Steps 1-4 with the following progression (Step 1 – 0-12 months, Step 2 – 12 months, Step 3 – 24 months, Step 4 - 36 months).
7. Long Service Leave Clause 16.1.1 (b) is deleted on the basis that it no longer applies to any employees.
8. Shift Leave (Clause 13.7) shall move to be calculated on a calendar year basis (i.e. 1 Jan - 31 Dec each year) rather than on individual anniversary dates. The Agreement currently allows for this possibility. By way of transition in 2018 only, any employees who have "unused" qualifying shifts (i.e. the shifts that are over and above the applicable threshold but below the next one up) as at 31 December 2018 shall have these carried over to the following calendar year entitlement.
9. Clause 5.2.7 shall be deleted because it is obsolete.

For Terms of Settlement Only:

10. Pathlab will continue to pursue the installation of a toilet upstairs (DHB is the landlord).
11. Retirement Gratuities. Agreement for calculation methodology was reached outside of the negotiation forum. Letters detailing the current history held on file for staff with eligibility to these gratuities will be circulated and further information requested where required. The effect of this is that the gratuity is calculated on the average hours over an employee's career, not the hours when they cease employment.

_____ David Munro, APEX

_____ Date



_____ Clive Thomson, EMA

18/12/18

_____ Date