



Northland
PATHOLOGY



APEX
ALLIED SCIENTIFIC AND TECHNICAL

APEX & NORTHLAND PATHOLOGY LIMITED

**MEDICAL LABORATORY WORKERS
COLLECTIVE AGREEMENT**

01 SEPTEMBER 2021 - 31 MARCH 2024

If you have any issues with this employment agreement including:

- hours of work
- salaries
- rosters
- annual leave
- public holidays
- sick leave
- bereavement leave
- parental leave
- health & safety
- any part of your working life

Contact your delegate or APEX

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1 September 2021 – 31 March 2024

CONTENTS

Page

1.0	PARTIES.....	2
2.0	INTERPRETATIONS	2
3.0	HOURS OF WORK	3
4.0	MEAL PERIODS AND REST BREAKS.....	4
5.0	SALARIES AND WAGES.....	4
6.0	OVERTIME AND WEEKEND WORK.....	6
7.0	HIGHER DUTIES ALLOWANCE.....	7
8.0	BEREAVEMENT LEAVE.....	7
9.0	PUBLIC HOLIDAYS	7
10.0	ANNUAL LEAVE	8
11.0	SICK LEAVE	9
12.0	PARENTAL LEAVE	10
13.0	OTHER BUSINESS INTERESTS	10
14.0	CONFIDENTIALITY	10
15.0	JURY SERVICE	11
16.0	PROTECTIVE CLOTHING.....	11
17.0	REFUND OF ANNUAL PRACTISING CERTIFICATE.....	11
18.0	RECERTIFICATION/CONTINUING EDUCATION.....	12
19.0	EMPLOYMENT PROTECTION PROVISION.....	12
20.0	REORGANISATION.....	12
21.0	NOTICE.....	13
22.0	ABANDONMENT OF EMPLOYMENT.....	14
23.0	UNION REPRESENTATIVE'S EDUCATION LEAVE.....	14
24.0	STOPWORK MEETINGS.....	14
25.0	DEDUCTION OF UNION FEES	15
26.0	EMPLOYMENT RELATIONSHIP PROBLEMS	15
27.0	INDEMNITY	15
28.0	USE OF PRIVATE VEHICLE ON EMPLOYER BUSINESS.....	16
29.0	SAVINGS CLAUSE.....	16
30.0	VARIATIONS	16
31.0	TERM OF AGREEMENT.....	16

1.0 PARTIES

Parties to this collective agreement shall be:

Northland Pathology Laboratory Ltd

And any subsidiary or company having a common holding company of the above employer party employing employees as defined in clause 1.2 below, hereinafter referred to as the "employer"

and

APEX Inc. hereinafter referred to as "APEX" or the "union".

- 1.1 The parties agree that any employee, whose work is covered by this agreement and who is engaged by the employer between the date this collective agreement comes into effect and the expiry date shall be offered in writing the opportunity for this CA to apply to them. The new employee shall from the date of becoming a union member, be entitled to all the benefits, and be bound by all the obligations, under this collective agreement.

The name of any new employee to whom this CA applies by virtue of the operation of this sub clause shall be deemed covered by this agreement.

- 1.2 This collective agreement shall apply to all employees who are employed or engaged to supervise or perform pathology tests and/or associated duties including Information Technology, collection of specimens, specimen reception, laboratory administration, including but not restricted to the following designations:

- Charge Medical Laboratory Scientist
- Medical Laboratory Scientist
- Senior Medical Laboratory Scientist
- Medical Laboratory Scientist (Provisional Registration)
- Medical Laboratory Technician
- Trainee Medical Laboratory Technician
- Medical Laboratory Pre Analytical Technician
- Trainee Medical Laboratory Pre Analytical Technician
- Charge Phlebotomist

and any employee substantially employed as one of the aforementioned but who may from time to time use different titles.

2.0 INTERPRETATIONS

In this Agreement, unless the context otherwise requires:

"Full time employee" means an employee who works not less than the "ordinary" or "normal" hours set out under "hours of work" in this Agreement.

"Part-time employee" means an employee, other than a casual employee, who works

on a regular basis but less than the ordinary or normal hours prescribed in this Agreement.

"Casual employee" means an employee who has no set hours or days of work and who is normally asked to work as and when required.

"Medical Laboratory Technician" means a person who has full registration and holds a current annual practising certificate issued by the Medical Sciences Council and any employee substantially employed as one of the aforementioned but from time to time uses different titles.

"Medical Laboratory Pre-analytical Technician" means a person employed in medical laboratory work who has full registration and holds a current annual practising certificate issued by the Medical Sciences Council. And any employee substantially employed as one of the aforementioned who may from time to time use different titles.

"Medical Laboratory Pre-analytical Technician (Provisional Registration)" means a person employed in medical laboratory work who has provisional registration and holds a current annual practising certificate issued by the Medical Sciences Council. And any employee substantially employed as one of the aforementioned who may from time to time use different titles.

"Trainee Medical Laboratory Technician" or "Trainee Pre Analytical Technician" means a person employed in a position for which the employer will require full registration by the Medical Sciences Council and who is studying towards provisional registration.

"Medical Laboratory Scientist" means a person employed in medical laboratory work who has full registration, and holds a current annual practising certificate issued by the Medical Sciences Council, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

"Medical Laboratory Scientist (Provisional Registration)" means a person employed in medical laboratory work who has provisional registration and holds a current annual practising certificate issued by the Medical Sciences Council, and any employee substantially employed as one of the aforementioned but from time to time uses different titles.

"Charge Scientist" means a person appointed in charge of a department of the laboratory and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

"Service" means the aggregate of the following: an individual employee's service previously recognised at the commencement date of this agreement and service at any APHG owned laboratory.

3.0 HOURS OF WORK

- 3.1 The ordinary hours of work shall be 40 per week, 8 hours per day, between the hours of 7.30am and 8.00 pm. Each daily duty shall be continuous except for meal periods and rest breaks. Provided however, that in emergency circumstances, the Employer may require an employee to work at other times and for periods other than those specified.

- 3.2 Current employees as at 1 July 2006 can only have their hours of work changed by agreement. Employees agreeing to alter their hours of work shall be required to record their agreement in writing.
- 3.3 Rosters will be notified to those involved not less than 28 days prior to the commencement of the roster provided that less notice may be given in exceptional circumstances. The roster shall include three months of duty. The roster may be varied by mutual agreement.

4.0 MEAL PERIODS AND REST BREAKS

- 4.1 Except when required for urgent or emergency work and except as provided in 4.2 no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.
- 4.2 An employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time.
- 4.3 During the meal break or rest breaks prescribed above, free tea, coffee, Milo, milk and sugar shall be supplied by the employer.
- 4.4 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.

5.0 SALARIES AND WAGES

5.1 Medical Laboratory Scientist

Range of rates – minimum of \$1,500 increases								
	Rate at 31/8/21		First full pay period after 1/09/2021		First full pay period after 1/09/2022		First full pay period after 1/09/2023	
	Salary	Per hour	salary	Per hour	Salary	Per hour	Salary	Per hour
8			70,924	\$34.00	73,010	\$35.00	80,050	\$38.37
7	67,378	\$32.30	69,047	\$33.10	70,759	\$33.92	76,000	\$36.43
6	65,832	\$31.56	67,149	\$32.19	68,492	\$32.83	72,528	\$34.77
5	64,288	\$30.82	65,674	\$31.48	66,886	\$32.06	69,862	\$33.49
4	62,280	\$29.86	63,525	\$30.45	64,796	\$31.06	67,180	\$32.21
3	60,269	\$28.89	61,474	\$29.47	62,704	\$30.06	64,207	\$30.78
2	58,260	\$27.93	59,425	\$28.49	60,614	\$29.06	61,826	\$29.64
1	56,251	\$26.97	57,276	\$27.46	58,524	\$28.06	59,694	\$28.62
Intern	51,660	\$24.77	52,463	\$25.15	53,506	\$25.65	54,576	\$26.16

Translation:

As of 1 September 2021, scientists on current steps 1 to 7 shall translate to the new steps 1 to 7 respectively, except that any scientist who has been on current step 7 for more than 12 months as at 1 September 2021 shall translate to the new step 8 with effect from the commencement of the first full pay period after 1 September 2021.

5.2.1 Progression

- a) Progression between the intern step and step 1 shall be after 6 months subject to the intern having no restrictions on their APC.
- b) Progression through steps 1 to 8 shall be by automatic annual increment after 12 months on the step, subject to satisfactory performance.
- c) Progression beyond step 8 shall be based on merit. The minimum merit salary increment due to significant change of duties is \$1,500.00.
- d) A Medical Laboratory Scientist appointed to a salary above the automatic scale shall receive an annual rate of salary approved by the employer for the position held, and shall also be eligible for merit progression.

5.3 Medical Laboratory (Pre-Analytical) Technician/Phlebotomist

Range of rates – minimum of \$1,000 increases								
	Rate at 31/8/21		First full pay period after 1/09/2021		First full pay period after 1/09/2022		First full pay period after 1/09/2023	
	salary	Per hour	salary	Per hour	salary	Per hour	salary	Per hour
Q5			55,279	26.500	58,408	28.000	59,576	28.560
Q4			53,819	25.800	55,003	26.368	56,103	26.895
Q3	51910	\$24.88	52,150	25.000	53,297	25.550	54,363	26.061
Q2	48794	\$23.39	50,273	24.100	51,379	24.630	52,406	25.123
Q1	46023	\$22.06	49,021	23.500	50,064	24.000	51,065	24.480
PR	44046	\$21.12	46,935	22.500	47,978	23.000	48,938	23.460
Entry	41897	\$20.09	44,849	21.500	45,893	22.000	46,810	22.440

Translation:

As of 1 September 2021, technicians on current steps Q1 to Q3 shall translate to the new steps Q1 to Q3 respectively - except that any technician, who has been on current step Q3 for more than 12 months as at 1 September 2021, shall translate to the new step Q4 with effect from the commencement of the first full pay period after 1 September 2021.

5.3.1 Progression

- a) Trainees will commence employment on the Entry step.
- b) Staff will progress to the “Provisional Registration” (PR) step upon obtaining their provisional registration with the MSCNZ.
- c) Staff will progress to the Q1 step on obtaining full registration and an Annual Practising Certificate with no restrictions issued by the MSCNZ.

- d) Progression through steps Q1 to Q5 shall be by automatic annual increment after 12 months on the step, subject to satisfactory performance.

6.0 OVERTIME AND WEEKEND WORK

6.1 Definitions

- 6.1.1 For calculation purposes, the normal hourly rate shall be one two thousand and eighty sixth (2,086) part, correct to three decimal places of a dollar, of the yearly rate of salary payable.
- 6.1.2 Overtime is time worked over 40 hours per week or over 8 hours per day, when such work has been properly authorised.
- 6.1.3 Penal time is time other than overtime, worked within ordinary hours of work on a Saturday or Sunday. Penal Time shall be paid in addition to ordinary rates of wages.
- 6.1.4 Overtime and Penal time shall not be paid in respect of the same hours

6.2 Overtime Rate: Overtime shall be paid at one-and-a-half times the normal hourly rate of pay (T1.5).

6.3 Penal rate: From Midnight Friday/Saturday to Midnight Sunday Monday at one half the normal hourly rate of pay (T0.5).

7.0 HIGHER DUTIES ALLOWANCE

- 7.1 Where an employee is requested to do so by the employer and temporarily appointed or seconded to a higher graded position for a period of five or more consecutive working days the employee will receive a higher duties allowance for the whole period of that appointment.
- 7.2 The higher duties allowance payable shall be 50% of the difference between the current salary of the employee acting in the higher position and the minimum salary the employee would receive if appointed to that position.

8.0 BEREAVEMENT LEAVE

- 8.1 Bereavement leave shall be granted in accordance with the Holidays Act 2003 and its amendments.
- 8.2 The employee is entitled to paid bereavement leave when:
- (i) the employee has completed six months' current continuous employment with the employer; or
 - (ii) if (i) above does not apply and the employee has, over a period of six months, worked for the employer for at least an average of 10 hours per week during that period and no less than one hour in every week or no less than 40 hours per month during that period.
- 8.3 The employee may take leave as set out below:

- (i) 5 days bereavement leave on the death of a spouse, parent or child;
- (ii) 3 days bereavement leave on the death of a sibling, grandparent, grandchild or spouse's parent
- (iii) 1 days bereavement leave on the death of any other person where the employer accepts, having regard to the factors below, that the employee has suffered bereavement.

The relevant factors include:

- (iv) the closeness of the association between the employee and the deceased person;
- (v) whether the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death;
- (vi) any cultural responsibilities of the employee in relation to the death.

9.0 PUBLIC HOLIDAYS

9.1 The following days shall be observed as Public Holidays:

New Year's Day
 The day after New Year's Day
 Waitangi Day
 Good Friday
 Easter Monday
 ANZAC Day
 Sovereign's Birthday
 Matariki
 Labour Day
 Christmas Day
 Boxing Day
 Auckland Anniversary Day

- 9.2 When any of the above holidays falls on a Saturday or Sunday, it shall be observed on the following Monday, and, in the event of another holiday falling on such a Monday, such other holiday shall be observed on the next succeeding Tuesday.
- 9.3 Provided that, in order to maintain essential services, the employer may require an employee to work on a Public Holiday.
- 9.4 Where the employee is not required to work on any of the days specified in subclause 9.1 above, it being a day that would otherwise be a working day for the employee, then the employee shall be paid for the day at not less than the employee's relevant daily pay for that day.
- 9.5 Where the employee is required to work on any of the days specified in subclause 9.1 above, it being a day that would otherwise be a working day for the employee then the employee shall be paid for the day at not less than the employee's relevant daily pay and in addition, hours worked on that day shall be paid at half rates extra.
- 9.6 The employee shall also be allowed a whole paid day off in lieu to be taken at a time mutually agreed between the employer and the employee. If the day is not taken after twelve months the employer can direct a date for it to be taken or the parties may agree for it to be paid out.

- 9.7 Where the employee is required to work on any of the days specified in subclause 9.1 above, it being a day that would not otherwise be a working day for the employee, then the employee shall be paid for all time worked at time and a half for each hour worked based on the employee's relevant daily pay.
- 9.8 The employee consents to work the days specified in subclause 9.1 above as required by the employer.
- 9.9 If the employee is sick or suffers bereavement on a Public Holiday on which the employee was scheduled to work, that day is to be treated as an unworked Public Holiday, rather than as sick or bereavement leave.

10.0 ANNUAL LEAVE

- 10.1 Subject to 10.2 below, after the end of each completed 12 months of continuous employment with the employer, employees shall be entitled to 4 weeks annual holidays which from 1 September 2021 will increase to 4.6 weeks annual holidays for employees with seven or more years' of service. Such holidays are to be paid and taken in accordance with the Holidays Act 2003. NOTE: All current employees with more than seven years' service shall begin to accumulate the additional 1 days' leave from 1 September 2021, and all other employees from when their seventh anniversary occurs.

10.2 Conditions

- i. The employer may decide, after consultation with the employee, when annual leave will be taken. Approval of annual leave will not be unreasonably withheld. The responsibility to arrange cover for employees leave lies with the employer. It is not the responsibility of individual employees to find cover for their own leave.
- ii. The term "leave year" means the year ending with the anniversary date of the employee's appointment.
- iii. For the purpose of this clause, "service" is as defined in clause 2.
- iv. The employer may permit an employee to take annual leave in one or more periods.
- v. The employer may permit all or part of the annual leave accruing in respect of a leave year to be postponed to the next following year, but the annual leave entitlement at any one time shall not exceed the total of annual leave accruing in respect of two leave years.
- vi. When an employee ceases duty, salary shall be paid for accrued annual leave and the last day of service shall be the last day of such work.

10.3 Payment in Lieu of Annual Leave for Casual Employees

- i. Casual employees, at the discretion of the employer, shall EITHER:
 - (a) Be paid 8% gross taxable earnings in lieu of annual leave, to be added to each fortnightly or weekly wage payment (no annual taxable earnings calculation is therefore necessary); OR

- (b) Annual leave will accrue pro rata according to hours worked in accordance with clause 10.

11.0 SICK LEAVE

11.1 Conditions

- i. Where an employee is granted leave of absence because of sickness or injury not arising out of and in the course of employment (in this clause referred to as "sick leave"), the employee shall be paid Sick Leave in accordance with the Holidays Act 2003 and its amendments.
- ii. After 6 weeks of service to Northland Pathology, an employee shall be entitled to five working days sick leave on relevant daily pay. On completion of each subsequent six months, he/she shall be entitled to a further five working days. Unused sick leave can be accumulated to a maximum of 60 days.
- iii. The production of a medical certificate or other evidence of illness may be required.
- iv. Sick leave may be debited on an hour for hour basis.
- v. Casual employees have no entitlement to sick leave.

Discretionary powers of the employer to grant leave in excess of the above-prescribed limits.

- vi. Where a full-time employee is incapacitated by sickness or injury arising out of and in the course of employment, full salary may be paid at the discretion of the employer or alternatively the employer may find other duties.
- vii. Where an employee is suffering from a minor illness that could have a detrimental effect on the patients or others in the employer's care, the employer may, at its discretion, place the employees on suitable alternative duties.
- viii. Where an employee has been granted sick leave in advance and ceases their employment, repayment of any negative balance shall be made to the employer in the final pay.

11.3 Sickness at Home

- i. The employer may grant an employee leave on payment in accordance with the Holidays Act 2003 and amendments as a charge against sick leave entitlement when the employee must stay at home to attend to a member of the household who through illness becomes dependent on the employee. This person would in most cases be the employee's child or partner but may be another member of the employee's family or household.
- ii. Approval is not to be given for absences during or in connection with the birth of an employee's child. Such a situation should be covered by annual leave or parental leave.
- iii. The production of a medical certificate or other evidence of illness may be required.

12.0 PARENTAL LEAVE

- 12.1 Parental Leave shall be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987, and its amendments.

13.0 OTHER BUSINESS INTERESTS

- 13.1 During the employment of the employee, he/she shall not compete against the employer, either privately or on behalf of any other party, in any areas of trade or business in which the employer is engaged.

14.0 CONFIDENTIALITY

- 14.1 The employee agrees that he/she shall not, during the period of employment or at any time thereafter, disclose, publish, or in any way disseminate confidential Company information to any unauthorised person.
- 14.2 Any of the employer's documentation and information into which the employee may come into contact during his/her employment, shall remain the property of the employer.
- 14.3 Information, processes, papers or documents to which the employee has access during the period of employment, or thereafter, must not be used, divulged or given to another party, without the express permission of the employer.

15.0 JURY SERVICE

- 15.1 Where an employee is obliged to undertake jury service, the difference between the fees (excluding reimbursing payments) paid by the Court, and the employee's ordinary pay shall be made up by the employer provided:
- i. that the employee produces the Court expenses voucher to the employer;
 - ii. the employee returns to work immediately on any day he/she is not actually serving on a jury.
- 15.2 These payments shall be made for up to a maximum of five days in respect of each separate jury service.

16.0 PROTECTIVE CLOTHING

- 16.1 Suitable clean protective clothing shall be made available by the employer where the nature of a particular duty or duties would either continuously or intermittently render an employee's personal clothing or uniform to excessive soiling or damage or expose the employee's person to injury or excessive discomfort through biological, chemical or physical hazards. Such protective clothing shall remain the property of the employer and, as such, shall be laundered or otherwise cleaned free of charge.
- 16.2 A medical laboratory employee may at the employer's discretion be compensated for damage to personal clothing worn on duty, or reimbursed dry cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling did

not occur as a result of the employee's negligence or failure to wear the protective clothing provided.

16.3 Where an employer provides an employee with a uniform, it shall remain the property of the employer and be replaced on a fair wear and tear basis at no cost to the employee.

16.4 When required by the employer to wear a uniform, the employee shall launder their own uniform and shall be paid \$1.20 per day worked.

17.0 REFUND OF ANNUAL PRACTISING CERTIFICATE

17.1 Where a laboratory employee is required by law to register for and hold an annual practicing certificate or equivalent in order to practice that profession or trade with the employer, the cost of the certificate shall be refunded to the employee provided that:

- i. It must be a statutory requirement that a current certificate be held for the performance of duties.
- ii. The employee must be engaged in duties for which the holding of a certificate is a requirement.
- iii. The employee must be a member of the particular occupational class to whom the requirement applies.

18.0 RECERTIFICATION/CONTINUING EDUCATION

18.1 The employer and employee accept joint responsibility for maintaining and meeting ongoing competency requirements of the Health Practitioner Competency Assurance Act.

18.2 Reimbursement of fees required to enroll in a recognised Continuing Professional Development (CPD) points programme or other industry training course requires prior approval of the Laboratory Manager. The employer will not unduly withhold approval.

19.0 EMPLOYMENT PROTECTION PROVISION

The definitions as contained in section 69L of the Employment Relations Act 2000 shall apply.

19.1 At all times during any negotiation for restructuring or when undertaking any agreed restructuring, the privacy rights of affected employees shall be observed by the employer, including the union membership status of any affected employee.

19.2 When negotiating with a new employer, the employer must clarify with the new employer the effect on the affected employees of the proposed restructuring, including whether the affected employees will be offered employment by the new employer on the same terms and conditions.

19.3 The employer, if proposing to enter into a restructuring arrangement that will, or is likely to, affect the employees such that they would be an affected employee as defined in the

Act, must provide to those employees and the Union:

- (i) Access to information relevant to the continuation or proposed change to their employment about the restructuring, and
- (ii) An opportunity to comment on the information to the employer before the restructuring arrangement is entered into.

20.0 REORGANISATION

20.1 The employer will consult with the union about any reorganisation as soon as is practicable.

20.2 Options:

The options in order of preference to be applied by the employer in staff surplus situations:

- (a) Reconfirmed in position
- (b) Attrition
- (c) Redeployment
- (d) Leave without pay
- (e) Retraining
- (f) Severance.

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance.

20.3 Redundancy shall mean an excess of staffing resulting from mechanisation, rationalisation, or from a decrease in business activity, including the closing down of the enterprise, a division or part of a division or changes in plant, methods, materials, or products, or reorganisation or other like cause requiring a permanent reduction in the number of employees employed on other than a casual or temporary basis.

20.4 Redundancy shall not apply in a situation where the employment of the employee is being terminated by the employer because of the sale or transfer by the employer of the whole or part of the employer's business, if the person acquiring the business or the part being sold or transferred has offered the employee acceptable employment in the business or the part being sold or transferred.

20.5 Where employment is to be terminated on the grounds of redundancy, the employee will be given not less than four weeks' notice of the termination of employment as per Clause 21.1. The reason for the redundancy will be given.

20.6 The employer reserves the right to pay wages in lieu of any unexpired portion of notice.

20.7 Redundancy compensation to be payable according to the following:

- i. Up to 1 year's continuous service - 4 weeks' pay

- ii. After 1 year's continuous service or part thereof - 6 weeks' pay
- iii. After 2 year's continuous service or part thereof an additional 2 weeks' pay for each subsequent year of service or part thereof to a maximum of 12 years' service (26 weeks' pay)

21.0 NOTICE

21.1 Unless otherwise stipulated, the employment shall be deemed to be a monthly one and a month's notice shall be given by either side; but this shall not prevent the employer from summarily dismissing any employee for serious or willful misconduct or other just cause. Unless otherwise agreed where the required notice is not given the person terminating the service shall pay or forfeit wages to the value of the unexpired period of notice as the case may require.

22.0 ABANDONMENT OF EMPLOYMENT

22.1 Where an employee absents him/herself from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer, and without good cause, he/she shall be deemed to have terminated his/her employment without notice.

23.0 UNION REPRESENTATIVE'S EDUCATION LEAVE

23.1 The employer shall grant leave on pay annually for members of APEX to attend courses authorised by the Minister of Labour to facilitate the employees' education and training as employee representatives in the workplace.

The number of days education leave per annum granted shall be as follows:

- i. 1- 5 members = 3 days;
- ii. 6-50 members = 5 days;
- iii. 51-280 members = 1 day for every 8 FTE or part thereof;
- iv. Over 281 members = 35 days plus 5 days for every 100 FTE or part thereof that exceeds 280.

24.0 STOPWORK MEETINGS

24.1 Subject to subsections 24.2 to 24.5, the employer shall allow every employee covered by this Agreement to attend, on ordinary pay, at least two meetings (each of a maximum of two hours' duration) in each year (being the period beginning on the 1st day of January and ending on the following 31st day of December) with their representatives.

24.2 The representative shall give the employer at least 14 days' notice of the time and date of any meeting to which subsection 24.1 is to apply

24.3 The representative shall make such arrangements with the employer as may be

necessary to ensure that the employer's business is maintained during any meeting, including, where appropriate, an arrangement for sufficient members to remain available during the meeting to enable the employer's operation to continue.

24.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any employee for a period greater than two hours in respect of any meeting.

24.5 Only employees who actually attend a meeting shall be entitled to pay in respect of that meeting and to that end the representation shall supply the employer with a list of employees who attended and shall advise the employer of the time the meeting finished.

25.0 DEDUCTION OF UNION FEES

25.1 The employer shall deduct union fees from the wages and salaries of members of the union when authorised in writing by members. The employer will forward the monies with the names and the individual amounts deducted to the union not less frequently than monthly.

26.0 EMPLOYMENT RELATIONSHIP PROBLEMS

26.1 An "employment relationship problem" includes:

- i) A personal grievance
- ii) A dispute
- iii) Any other problem relating to or arising out of the employment relationship.

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

- i) The employee 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.
- ii) If the matter is unresolved either party is entitled to seek mediation from the Labour Department or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)

26.3 A "personal grievance" means a claim that you:

- i) Have been unjustifiably dismissed; or
- ii) Have had your employment, or your conditions of employment, affected to your disadvantage by some unjustifiable action by the Employer; or
- iii) Have been discriminated against in your employment; or
- iv) Have been sexually harassed in your employment; or
- v) Have been racially harassed in your employment; or
- vi) Have been subjected to duress in relation to union membership.

- 26.4 If the employment relationship problem is a personal grievance, you must raise the grievance with the Employer within a period of 90 days, beginning with the date on which the action alleged to amount to a personal grievance, occurred or came to your notice, whichever is the latter.
- 26.5 Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed Inappropriate in the circumstances, the Authority will then have the power to investigate the matter.
- 26.6 If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.

27.0 INDEMNITY

The employer shall ensure that it is insured in such a manner as to provide adequate professional medical indemnity insurance cover for employees including cover for the costs of independent legal representation in the event of claims or issues that affect an employee and the provision of adequate run-off cover for an employee for claims arising after an employee has ceased employment with the employer in respects of acts or omissions during employment.

28.0 USE OF PRIVATE VEHICLE ON EMPLOYER BUSINESS

Employees who are instructed by the employer to use their private motor vehicle on the employer's business shall be paid a motor vehicle allowance as promulgated by the Inland Revenue Department and adjusted from time to time.

29.0 SAVINGS CLAUSE

Nothing in this agreement shall operate so as to reduce the conditions of employment applying to any employee at the date of this agreement coming into force unless specifically identified and agreed between the parties.

30.0 VARIATIONS

This agreement may be varied by agreement between the parties, subject to the APEX's normal ratification procedures. Such agreement shall be in writing and signed by the parties.

31.0 TERM OF AGREEMENT

This agreement shall be deemed to have come into force on **1st September 2021** and shall continue in force until **31 March 2024**.

Dated this 1 day of March 2022

AUTHORISED Representative of the
EMPLOYEE PARTY

AUTHORISED Representatives of the
EMPLOYER PARTY

Deborah Powell
National Secretary
APEX

Remeny Weber
Laboratory Manager
Northland Pathology Ltd

What “else” does APEX do?

- We negotiate Medical Laboratory Workers’ **collective agreements** for members in both the **public and private sectors**. And of course, we enforce those agreements ensuring our members do get their rightful entitlements.
- We give members **employment advice** generally. This includes around your employment rights under legislation and at common law as well as your collective agreements, pay and in relation to any disputes that could arise.
- We provide advice, support and action with respect to **health and safety**. This includes psychological risks (e.g. bullying), physiological risks (e.g. fatigue) and physical risks (e.g. temperature in workplaces, hazardous substances, lifting etc)
- We support over **300 delegates** in workplaces around NZ, providing them with training and access to professional advice whenever they need it. Our delegates are immediately available to you in the workplace and are a critical link between members and the professional advocates and staff employed by APEX.
- We produce **Journals and newsletters** to keep you up to date with what is happening within your world, the wider Allied Scientific and Technical Health Practitioners space and whole of health and industrial environments.
- APEX **monitors legislation and other policy drivers** to ensure you know what might be happening that could affect you, and to ensure you have the opportunity to have a say, if you wish.
- We provide a public face to the **media** not just in relation to industrial matters but also health policy, health and safety issues and so that we can promote the invaluable work you perform.
- We provide access to **indemnity insurance**.
- We maintain the provision of **Facebook and Website** facilities to keep us all in touch and provide ready access to information and resources.

And much more. For further information check out our website

www.apex.org.nz or [join us on Facebook](#).



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