



Wakefield
HOSPITAL



APEX
ALLIED SCIENTIFIC AND TECHNICAL

APEX
HEART CENTRE MANAGEMENT LTD

CLINICAL PHYSIOLOGISTS COLLECTIVE AGREEMENT

01 AUGUST 2023 – 31 JULY 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

Phone	(09) 526 0280
Email	physiologist@apex.org.nz ask@apex.org.nz
Website	www.apex.org.nz



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Heart Centre Management Limited

Clinical Physiology

Collective Agreement

1 August 2023 – 31 July 2024

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1.0 Parties

1.1 The parties to this Individual Employment Agreement are:

- a) Heart Centre Management Limited (hereinafter referred to as “the employer”)
- b) APEX (hereinafter referred to as “the union”)

1.2 This collective agreement shall apply to employees of the employer who are employed as a Provisional Clinical Cardiac Technician, Clinical Cardiac Technician, Provisional Clinical Cardiac Physiologist, Clinical Cardiac Physiologist, Clinical Exercise Physiologist, Charge Clinical Cardiac Physiologist, Physiology Team Leader and any employee substantially employed as one of the aforementioned but whom from time to time may use different titles, and who are members of the union.

2.0 Term

2.1 This Agreement shall have a term from 1 August 2023 to 31 July 2024.

3.0 Variation

3.1 Any variation to this agreement will be mutually agreed between the parties and such variation will be in writing and signed by both parties.

4.0 Interpretations

4.1 In this Agreement, unless the context otherwise requires:

Provisional Clinical Cardiac Technician means an employee who is studying towards the recognised CPM qualification.

Clinical Cardiac Technician means an employee who holds the recognised CPM qualification or equivalent.

Provisional Clinical Cardiac Physiologist - means an employee who has completed the recognised CPM qualification and is working towards completing the recognised CCP qualification.

Clinical Cardiac Physiologist means an employee who holds a relevant post-graduate qualification or equivalent and meets the minimum standards as set by the appropriate professional body in the discipline in which the employee practices.

Clinical Exercise Physiologist means an employee who holds a relevant post-graduate qualification or equivalent and meets the minimum standards as set by the appropriate professional body in the discipline in which the employee practices.

Charge Clinical Cardiac Physiologist means a clinical physiologist who is appointed to this position and holds second-in-command responsibility/ oversight of the clinical and scientific practice and performance of clinical physiologists within a department or service.

Physiology Team Leader means a clinical physiologist who is appointed to this position and holds responsibility/ oversight of the clinical and scientific practice and performance of clinical physiologists within a department or service.

5.0 Hours of Work

5.1 Up to 80 hours per fortnight. Each employee's actual hours of work shall be as provided for in their letter of offer.

6.0 Minimum Breaks

6.1 Except when required for urgent or emergency work and except as provided in 6.2 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.

6.2 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.

6.3 Except where provided for in 6.2 an employee unable to take a meal after five hours' duty shall be paid at overtime rates from the expiry of five hours until the time when a meal can be taken.

6.4 Rest breaks of 10 minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.

6.5 Where an employee is required to change from their protective or work clothing prior to leaving the employer's premises, sufficient time will be allowed on duty at the end of each work day or shift to change clothing.

7.0 Salary

7.1 Salaries are provided for in the Appendix.

8.0 Overtime

8.1 Overtime is time worked in excess of:

8.1.1 8 hours per day or

8.1.2 80 hours per two-week period

8.2 Provided that such work has been authorised in advance by the Practice Manager or their delegate. This clause shall not apply to employees working alternative hours of work.

In computing overtime each day shall stand alone.

8.3 Overtime worked on any day (including public holidays) shall be paid at double the normal hourly rate of pay (T2).

8.4 Call back conditions are provided for in Appendix 2.

8.5 Rostered day off conditions are provided for in Appendix 2.

9.0 Leave

9.1 Public Holidays

9.1.1 Employees will be entitled to public holidays in accordance with the Holidays Act 2003.

9.1.2 A permanent employee who is required to work on a public holiday will be paid at time and a half their ordinary rate of pay for the hours worked and be entitled to a paid day-in-lieu if the public holiday worked would otherwise be a working day for the employee.

9.2 Annual Leave

9.2.1 Five weeks annual leave per annum paid in accordance with the Holidays Act 2003.

9.3 Long Service Leave

9.3.1

- a) One holiday of one week after the completion of 5 years current continuous service with the same employer.
- b) One holiday of two weeks after the completion of 10 years current continuous service with the same employer.
- c) One holiday of three weeks after the completion of 15 years current continuous service with the same employer.
- d) One holiday of four weeks after the completion of 20 years and before the completion of 25 years of current continuous service with the same employer.
- e) One holiday of five weeks after the completion of 25 years of current continuous service with the same employer.
- f) One holiday of six weeks after the completion of 30 years of current continuous service with the same employer.
- g) One holiday of seven weeks after the completion of 35 years of current continuous service with the same employer.

9.3.2 Long service leave must be taken within one year of entitlement, will be calculated at the hours worked upon entitlement and paid at the ordinary rate of pay. Note: where the employer is unable to release the employee to take the Long Service Leave to which the employee is entitled, the time frame to take the leave shall be extended until the leave can reasonably be taken.

9.3.3 If an employee, having become entitled to a Long Service Leave holiday, leaves their employment before such holiday has been taken, they shall be paid in lieu thereof.

9.4 Sick Leave

9.4.1 In accordance with the Holidays Act 2003 and its amendments, a permanent employee shall be entitled to 10 days sick leave per annum. The employee shall be entitled to 5 days sick leave on commencement of employment and a further 5 days sick leave after 6 months of employment.

9.4.2 After each 12 months continuous service a permanent employee is entitled to 10 days of sick leave.

9.4.3 This entitlement accumulates to a maximum of 60 days.

9.4.4 Sick leave may be taken if

- a) The employee is sick or injured; or
- b) The employee's spouse or partner is sick or injured; or
- c) A person who depends on the employee for care is sick or injured.

9.4.5 The Employer may require the employee to provide proof of the sickness or the injury (including a medical certificate) to support any sick leave absences of 3 or more consecutive calendar days. Such proof will be obtained at the employee's cost.

9.4.6 The employee shall, where possible, advise the employer prior to the commencement of work period of inability to work because of sickness.

9.4.7 Unused sick leave will continue to accumulate.

9.5 Bereavement Leave

9.5.1 A permanent employee is entitled to paid bereavement leave from commencement of employment.

9.5.2 Upon the death of an employee's spouse, partner, parent, brother, sister, child, stepchild, grandparent, grandchild or parent-in-law, or miscarriage or still-birth of the employee's unborn child, the employee is entitled to three days bereavement leave.

9.5.3 Upon the death of any other person with whom the employee has had a close association, the employee will be entitled to one day bereavement leave.

9.5.4 Any approval/payment of greater entitlements than 9.5.2 and 9.5.3 will require the approval of a Senior Manager.

9.6 Parental Leave

9.6.1 Statement of principle - The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following

parental leave and is to be read in conjunction with the Parental Leave and Employment Protection Act 1987 (referred to as the Act in this clause 9.6), provided that where this clause 9.6 is more favourable to the employee, the provisions of this clause 9.6 shall prevail.

9.6.2 Where an employee takes parental leave under this clause, and subsequently returns to work upon the completion of the parental leave, the employee shall be entitled to a payment of \$1000 gross upon having returned to work for 30 calendar days.

9.7 Continuing Professional Development

9.7.1 In addition to existing leave for in-service education, staff are encouraged to undertake approved courses of study or training relevant to their employment. If deemed appropriate by the employer, the following study leave and professional development funding may be approved:

- a) Paid professional development leave up to three days per annum that can accumulate to 9 days.
- b) Professional development funds of \$2,500 per annum that can accumulate to \$7,500.

10.0 Payment of Wages

10.1 Pay period is Monday – Sunday (a fortnight later).

10.2 Wages will be paid fortnightly and be credited to a bank account nominated by the employee within 4 days of the end of the pay period.

10.3 The payment of wages on termination will be made by direct credit and is subject to the employee returning all keys, uniforms, equipment and other items supplied by the employer (or the employer may deduct the residual value of unreturned items from any money owed to the employee whatsoever).

11.0 Continuity of Service

11.1 For the purpose of this Agreement continuous service with the same employer will not be deemed to be broken by reason of the sale or transfer, including merger, of the employer's business to a new employer who continues to employ such workers.

11.2 This clause shall not apply to workers who have received redundancy compensation from the previous employer and who are subsequently or immediately employed by the new business operator.

12.0 Jury Service

12.1 Where an employee is obliged to undertake jury service, the difference between the fees (excluding reimbursing payments), if any, paid by the Court and the employee's ordinary rate of pay shall be made up by the employer, provided:

- i. The employee must give notice of the date of the jury service as soon as possible.
- ii. That the employee produces the Court expenses voucher to the employer.
- iii. That the employee returns to work immediately on any days she/he is not actually serving on a jury.

12.2 These payments shall be made for up to a maximum of five days in respect of each separate period of jury service.

13.0 Uniforms

13.1 Where uniforms, smocks or other special clothing is required by the employer to be worn, these items will be supplied by the employer. All items supplied remain the property of HCML.

13.2 Protective clothing and rubber gloves shall be made available as necessary if the nature of the work so requires.

13.3 For the purpose of calculating the value of unreturned items at termination, the initial value shall be reduced by 1/12th for each complete month which has elapsed since time of issue to account for fair wear and tear. Provided, however, that the first obligation of the employee is to return all items supplied.

13.4 The employee, when on duty, is obliged to wear footwear and hosiery acceptable to the employer.

14.0 Meals

14.1 Tea, coffee, milk and sugar shall be available at mealtimes without charge to employees.

14.2 The provision of meals to employees is not obligatory. Staff may purchase meals at the Cafeteria either on a casual basis (if available) or by arrangement with the cafeteria staff.

15.0 Termination

15.1 Notice

15.1.1 The employee or the employer may terminate employment by giving the other four weeks' notice in writing. There may be special circumstances where less notice is mutually agreed. These will be considered on a case-by-case basis.

15.1.2 If the required notice is not given it shall be paid or forfeited in lieu. In cases of summary dismissal for gross misconduct, dismissal may be without notice.

15.2 Abandonment of Employment

Where an employee is absent from work for a continuous period exceeding three days without the consent of the employer or without notice to the employer the employee shall be deemed to have terminated their employment unless the employer agrees there were extenuating circumstances.

15.3 Deduction from Wages

When notice of termination is given by the employer or the employee, the employer will advise the employee of any money or property owed to the employer. This advice will, except in exceptional circumstances, be at least one week before the last day of work. Following this advice, the employer may make deductions from the employee's wages in respect of any money or property owed to the employer which has not been repaid or returned to the employer before the employee leaves.

15.4 Redundancy

15.4.1 Redundancy provisions apply to permanent employees only, whether full or part time

15.4.2 Where possible the employer will provide the employee with 30 days written notice of redundancy. This should be possible in all but exceptional circumstances (e.g. receivership). Employees will be given assistance and reasonable leave with pay to attend interviews for alternative employment i.e. up to 1 day per week of the notice period. No other redundancy compensation is payable

15.4.3 Where the employer proposes to restructure HCML's operation in a way that is likely to involve significant change to the employee's duties, numbers of employees, or their hours of work, the employer will consult with the union and staff affected.

15.4.4 Where the employer proposes to redeploy a staff member within HCML, the agreement of the staff member will be sought, and will not be considered to have been unreasonably withheld if the redeployment will have the effect of reducing the staff member's usual weekly income and/or hours; or if the nature of the work is significantly different from that normally practised by the staff member.

15.4.5 The Employee shall be considered to be redundant if the Employer determines that the position held is surplus to requirements and no suitable redeployment options exist.

- a. Where redundancy occurs, compensation will be as follows: 6 weeks' pay for the first year of service or part thereof; 2 weeks' pay for the second, third, fourth and fifth year of service; 1 week's pay for each year thereafter.
- b. Providing that the maximum payout allowed will be 20 weeks' pay.
- c. Payment will be as per the employee's current hours of work and at their usual rate of pay.
- d. Where the employee continues to work for the employer but his/her hours have been reduced by agreement, compensation will be paid according to the redundancy formula in clause 15.4.5, pro-rated according to the number of hours lost as a proportion of the employee's usual hours of work.
- e. Where the employee continues to work at HCML, but his/her weekly income is reduced by agreement, compensation shall be paid on the same basis as for loss of hours.
- f. Pay for the purposes of redundancy, or income lost will be the person's average earnings, calculated as per the Holidays' Act.

15.5 Sale, Transfer or Contracting Out

15.5.1 With the view to protecting employees from being disadvantaged in the event of the work undertaken by them being contracted out or the business or part of the employer's business being sold or transferred to another organisation, the employer shall take all practical steps to ensure continuity of employment for all employees and to maintain their conditions of employment.

15.5.2 The employer will act in good faith at all times and will consult with the employee affected. Options that will be considered are:

- Redeployment with the employer

16.0 Medical Insurance

16.1 The employer will contribute \$634.00 per annum towards membership of the Southern Cross Healthcare plan for permanent employees except as provided for in clause 16.2.

16.2 The employer will contribute the full amount per annum towards membership of the Southern Cross Healthcare plan for those employees who are a Provisional Clinical Cardiac Technician or a Provisional Clinical Cardiac Physiologist.

17.0 Health & Safety

17.1 The employer and employees shall take all reasonable precautions for the safety and health of all employees. Employees who do become aware of damage or faults to equipment or the existence of other hazards that may endanger the health or safety of others shall immediately report such damage, fault or hazard to the employer.

18.0 Harassment

18.1 Harassment in the Workplace

18.1.1 The parties to this agreement agree that harassment is unacceptable and will not be condoned in the workplace. Harassment covers a range of behaviours that may be expressed in verbal, written, physical or psychological terms. This includes sexual and racial harassment.

18.2 Sexual Harassment

18.2.1 Sexual harassment is verbal or physical behaviour of a sexual nature, which is unwelcome to the receiver, and is embarrassing or intrusive. It affects morale, work effectiveness, and the right to enjoy a good working environment. Some types of behaviour constituting sexual harassment are listed below:

- i. sex orientated jibes or abuse
- ii. offensive gestures or comments
- iii. unwanted and deliberate physical contact
- iv. requests for sexual intercourse including implied or overt promises for preferential treatment, or threats concerning present or future employment status.

18.2.2 Where it may occur

- i. among co-workers
- ii. where a supervisor uses position and authority to take sexual advantage of another employee, or to control or affect the career, salary, or job of that employee
- iii. in dealing with members of the public.

18.3 Racial Harassment

18.3.1 An employee is racially harassed if the employee's employer or a representative of the employer uses language (whether written or spoken), or visual material, or physical behaviour that directly, or indirectly:

- i. expresses hostility against, or brings into contempt or ridicule, the employee on the grounds of race, colour, or ethnic or national origins of the employee; and
- ii. is hurtful or offensive to the employee (whether or not that is conveyed to the employer or the representative); and
- iii. has, either by its nature or through repetition, a detrimental effect on the employee's employment, job performance or job satisfaction.

18.4 Responsibilities for Employer and Complainants When Dealing With Harassment

18.4.1 It is the responsibility of the employer to maintain a work environment free of unwelcome behaviour, and to provide a mechanism for reporting harassment, ensuring a fair investigation and avoiding reprisals against the complainant.

18.4.2 Care is to be taken during the investigation of any complaint of harassment, and afterwards, to prevent any disadvantage to the complainant. Care must also be taken to protect the position of other parties, if the complaint is found to be unwarranted.

18.4.3 The employer relies on employees at all levels to facilitate and encourage proper standards of personal and ethical conduct in the workplace. Harassment complaints must be taken seriously and handled with sensitivity and impartiality. Behaviour, words and gestures have different meanings in different cultures. What may be acceptable in one culture, may not be in another. This needs to be taken into account in the workplace. Guidelines for supervisors and guidelines for complainants are to be available in the workplace.

19.0 Employment Relationship Resolution Process

19.1 Rights of Employees

19.1.1 The Employment Relations Act 2000 gives all employees the right to pursue a personal grievance if they think they have been:

- Unjustifiably dismissed;
- Disadvantaged by an unjustifiable action by the employer;
- Discriminated against on the basis of colour, race, ethnic or national origin, sex, marital or family status, age, disability, religious or ethnic belief, political opinion, employment status, sexual orientation or involvement in union activities;
- Sexually harassed at work; or
- Subject to duress because of their membership or non-membership of a union.

- 19.1.2 Personal grievances (excluding sexual harassment) must be raised with the employer within 90 days of the action complained of, or the date they became aware of it, whichever is the later. If the employer is not told about the grievance within 90 days, the employer need not consider it unless the Employment Relations Authority accepts that the delay was caused by exceptional circumstances.
- 19.1.3 Personal grievances related to sexual harassment at work must be raised within 12 months of the action complained of, or the date they became aware of it, whichever is later.
- 19.1.4 The Employment Relations Act 2000 gives all employees the right to pursue a dispute over the interpretation, application or operation of their employment.
- 19.1.5 Employees have the right to be represented by any person or organisation they choose such as a lawyer, employment relations advocate or friend.

19.2 Procedure for Resolving Personal Grievances & Disputes

- 19.2.1 Complaints or grievances will, where possible, be dealt with in the following manner, the intent being that it is desirable to settle the grievance without undue delay:
- The employee will, as soon as a problem occurs, take up the matter directly with their manager;
 - If the matter remains unresolved after these initial discussions the employee will set out, in writing, the facts relating to their grievance or dispute and what the employee wants done (remedies) and present this to their manager;
 - The employer must reconsider the issue and if it is not prepared to resolve it to the employee's satisfaction, the employer must respond to the employee in writing setting out its view of the facts and why it is not prepared to grant the employee the remedy, within 14 days of receiving the written grievance or dispute;
 - If the employee is not satisfied with the response, they can seek mediation through Ministry of Business, Innovation and Employment.
 - If agreement is reached between the parties in mediation, that agreement is final and binding upon the parties. Neither party may appeal.
 - If the matter is not resolved at mediation, the employee may refer the matter to the Employment Relations Authority in accordance with the Employment Relations Act 2000.

20.0 Stopwork Meetings

- 20.1 Subject to subsections 20.2 to 20.5, 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 first day of January and ending on the following 31st day of December) with their representatives.
- 20.2 The representative shall give the employer at least 14 days' notice of the date and time of any meeting to which subsection 20.1 is to apply.
- 20.3 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 employee's members to remain available during the meeting to enable the employer's operation to continue.

20.4 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.

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

21.0 Deduction of APEX Fees

21.1 The employer shall deduct employee APEX fees from the wages/salaries of employees when authorised in writing by members. The employer will provide APEX, on a quarterly basis, with a list of employees covered by this agreement specifying, also, occupations and workplaces. In each instance where APEX requests the employer to increase the fees deducted, APEX shall provide written confirmation of its legal entitlement to request such an increase.

22.0 Employee Representative Right of Entry

22.1 The authorised union representative shall be entitled to enter at all reasonable times upon the premises for the purposes related to:

- the employment of its members,
- and / or the union's business.

23.0 Employment Relations Education Leave

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

23.2 The number of days education leave shall be in accordance with section 74 of the Employment Relations Act 2000.

24.0 Passing On

24.1 No negotiated terms and conditions of this settled collective agreement shall be passed on to employees who are not members of APEX at the date of ratification for a period of 2 months.

25.0 Signatory Parties

Signed

For and on behalf of Heart Centre Management Ltd

(signature) _____

John Riordan

(date)

Signed

For and on behalf of APEX

(signature) _____

Deborah Powell

National Secretary

(date)

Appendix 1 - Remuneration

Clinical Physiologist Salary Scale

	Step	From 1 August 2023
Physiology T/L	5	\$119,575
Charge Clinical Cardiac Physiologist	4	\$110,570
Qualified Physiologist	3	\$99,922
	2	\$93,279
	1	\$82,367
Provisional Physiologist	B	\$73,156
	A	\$70,599

The Physiology Team Leader will be employed at Step 5.

The Charge Physiologist will be employed at Step 4.

A newly qualified Physiologist shall be employed at Step 1. Qualified physiologists will move from Step 1 to Step 2 automatically based on satisfactory performance after three years of being appointed to Step 1 and from Step 2 to Step 3 automatically based on satisfactory performance after three years of being appointed to Step 2.

A Provisional Physiologist shall be employed at Step A. Progression to Step B shall be by automatic annual increment, based on satisfactory performance on their anniversary. Movement to step 1 of the qualified rates will be upon completion of their relevant qualification.

Provisional and Clinical Physiologist Technician Salary Scale

Step	From 1 August 2023
3 (Auto)	\$ 70,599
2 (Auto)	\$ 63,926
1 (Auto)	\$ 59,481

Movement through Step 1 to Step 3 shall be by automatic annual increment, based on satisfactory performance on their anniversary.

Study Leave

Paid study leave of 2 days shall be provided to provisional employees who are undertaking approved courses, study or training relevant to their employment.

Appendix 2 – On Call and Call Backs

On Call

When an employee is on call, the employee will be paid an allowance of \$8.00 per hour of on call time.

Call Back on a Workday

Where the employee has left the workplace or is on call and is called back in, the employee will be paid for actual time worked with a minimum of 3 hours – to be paid at twice (T2) the employee's hourly rate of pay.

The employee will receive travel time – one half hour of the hourly rate at time and one half (T1.5).

A day-in-lieu will be granted if called in on a public holiday and the public holiday would otherwise be a working day for the employee.

Call in on a Rostered Day Off

The employees who are asked to and agree to work on a rostered day off will be paid for actual time worked with a minimum of 3 hours – to be paid at T2 the employee's hourly rate of pay.

What “else” does APEX do?

- We negotiate Clinical Physiologists’ **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 at www.apex.org.nz/APEXUnion.



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