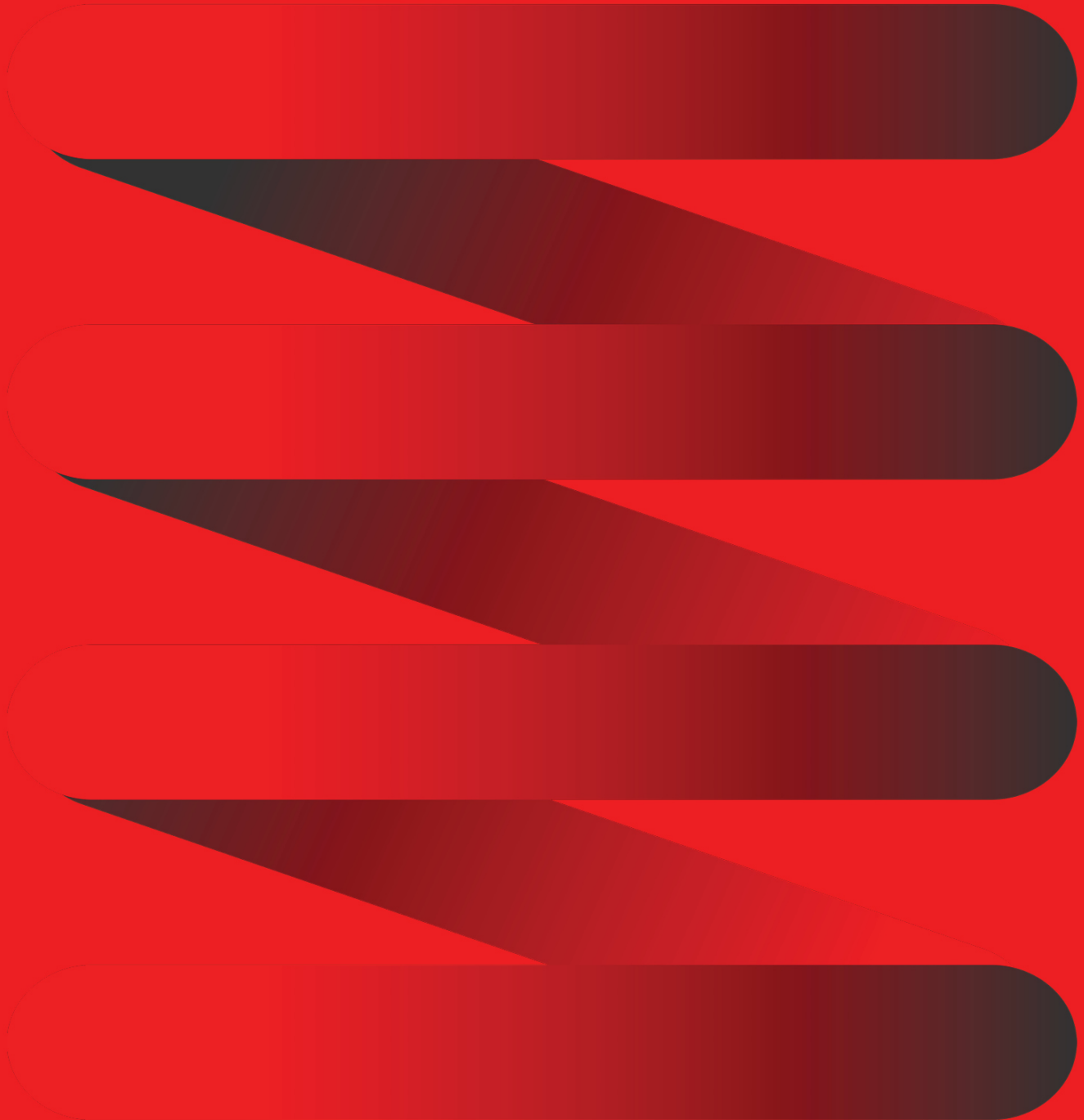




# LABORATORY WORKERS



**PATHLAB WAIKATO COLLECTIVE EMPLOYMENT AGREEMENT  
1 NOVEMBER 2023 – 31 OCTOBER 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
Fax	(09) 579 6213
Email	lab@apex.org.nz ask@apex.org.nz
Website	www.apex.org.nz



Waikato Clinical Pathology Limited  
(Pathlab Waikato Limited)

**COLLECTIVE AGREEMENT**

**1 November 2023 – 31 October 2024**

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## **PART ONE - APPLICATION OF COLLECTIVE EMPLOYMENT AGREEMENT**

### **1.0 PARTIES TO THIS COLLECTIVE AGREEMENT**

- 1.1. WAIKATO CLINICAL PATHOLOGY LIMITED (Pathlab Waikato Limited) (herein after referred to as the “employer”) and the Association of Professional and Executive Employees (herein after referred to as the ‘union’)
- 1.2. The parties agree that any new employee, whose work is covered by this agreement and who is engaged by the employer between the date this collective agreement is ratified by the union 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.
- 1.3 Any new employee to whom this CA applies by virtue of the operation of this sub clause shall be deemed covered by this agreement.
- 1.4 This collective agreement shall apply to allow employees who are employed or engaged to be employed to supervise or perform pathology tests and/or associated duties in the laboratory service including the collection of specimens, specimen reception and related clerical work, and any employee substantially employed as one of the aforementioned but whom may from time to time use different titles including but not restricted to the following designations:
  - Medical Laboratory Scientist
  - Laboratory Scientist
  - Supervisory Medical Laboratory Technician
  - Technical Specialist
  - Medical Laboratory Technician
  - Trainee Laboratory Technician
  - Medical Laboratory Pre-Analytical Technician
  - Intern Medical Laboratory Scientist
  - Trainee Phlebotomy
  - Trainee Specimen Services
  - Laboratory Assistant
  - Courier
  - Clerical / Administration/Receptionist
  - Phlebotomy Assistant

### **2.0 DEFINITIONS / CLASSIFICATION OF EMPLOYEES**

- 2.1 Medical Laboratory: means a Medical Pathology Laboratory, which undertakes the examination for fee or reward, of human tissue, fluids, and excretions for medical purposes.
- 2.2 These classifications are for the purposes of identifying principal duties only. All staff are expected to assist with any duty assisting the efficient operation of the business as required.
  - 2.2.1 Medical Laboratory Scientist: means a person employed in medical laboratory work who is registered with and holds a current practising licence issued by the Medical Laboratory Science Board, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

- 2.2.2 Laboratory Scientist means an employee who holds a science degree or equivalent who is employed to perform medical laboratory science but is not a registered Medical Laboratory Scientist, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.
- 2.2.3 Technical Specialist: means a person who is appointed to lead a designated technical area of the laboratory.
- 2.2.4 Supervisory Medical Laboratory Technician: means a person employed in medical laboratory work who, being responsible to and under the direction of a Medical Laboratory Scientist or Registered Medical Practitioner, who is registered as a technician and holds a current practising licence issued by the Medical Laboratory Science Board and is designated by the employer to undertake day-to-day supervision of a group of medical laboratory technicians.
- 2.2.5 Medical Laboratory Technician: means a person employed in medical laboratory work who, being responsible to and under the direction of a Medical Laboratory Scientist or Registered Medical Practitioner, who is registered as a technician and holds a current practising licence issued by the Medical Laboratory Science Board.
- 2.2.6 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, who is registered as a pre-analytical technician and holds a current practising licence issued by the Medical Laboratory Science Board and is engaged in manual or technical work covering administration, specimen handling and collection of specimens for return to the Laboratory.
- 2.2.7 Intern: means a person who has completed a BMLS degree employed in a medical laboratory to meet their work experience requirements to gain registration as a Medical Laboratory Scientist from the Medical Laboratory Science Board.
- 2.2.8 Trainee Laboratory Technician: means a person employed in medical laboratory work who, being responsible to and under the direction of a Medical Laboratory Scientist or Registered Medical Practitioner, who is in training and studying towards a relevant qualification.
- 2.2.9 Trainee Phlebotomy: means a person who, being responsible to and under the direction of a designated Supervisor, is employed in a Medical Pathology Laboratory, training in work covering administration, specimen handling and collection of specimens for return to the Laboratory and studying towards a relevant qualification.
- 2.2.10 Trainee Specimen Services: means a person who, being responsible to and under the direction of a designated Supervisor, is employed in a Medical Pathology Laboratory, training in administration, specimen handling for distribution to the Laboratory and studying towards a relevant qualification.
- 2.2.11 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 or administration work ancillary to medical laboratory science, but is not a Medical Laboratory Scientist, Trainee or Technician.
- 2.2.12 Clerical / Administration/ Receptionist means a person involved in Clerical and Administration work associated with the operation of the laboratory other than management staff.
- 2.2.13 Laboratory Courier: means a person involved in the transport and handling of specimens and or goods for the laboratory.

- 2.2.14 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.
- 2.2.15 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.
- 2.2.16 A 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.
- 2.2.17 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.
- 2.2.18 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 shall be confirmed in the appointment letter.
- 2.2.19 Intern means an employee who has completed their degree and is still meeting their work experience requirements to gain registration as a MLS from the MLSB or equivalent, and any employee substantially employed as one of the aforementioned who may from time to time use different titles.

## **PART TWO - PROVISION RELATING TO HOURS OF WORK**

### **3.0 HOURS OF WORK**

3.1 The employer shall be at liberty to fix the hours of work for respective employees subject to the following provisions:

3.1.1 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.

3.1.2 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.

3.1.3 Alternatively, ordinary weekly hours of work shall be 80 per fortnight and not more than 8 hours per day with 4 days off in any 14-day period. The days off shall consist of 2 periods of 2 consecutive days each. No more than 10 consecutive days shall be worked at any one time. Each daily duty shall be continuous except for meal periods and rest breaks.

3.1.4 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.

3.1.5 From time to time, it may be necessary for hours outside or in excess of these to be worked in order to satisfy client servicing or general business needs. The employer shall consult with affected staff and individual circumstances will be taken into consideration before making necessary changes.

### **3.2 Rosters**

3.2.1 Rosters shall be posted or notified 28 days prior to their commencement and only changed by agreement except they may be changed by the employer to meet urgent/emergency circumstances.

3.2.2 Locations may be changed to meet short-term business needs provided this occurs within the rostered hours.

### **3.3 Meal and Tea Breaks**

3.3.1 An interval of 10 minutes duration shall be allowed to the employee during the morning 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 caffeine-free alternative and sugar.

3.3.2 Such breaks are subject to the requirement to maintain continuing customer service. From time to time the Employer may vary the specified hours and meal and rest breaks to cover sickness, absence, sudden busy periods or similar temporary situations.

3.3.3 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).



## PART THREE – RATES OF REMUNERATION

### 4.0 SALARIES

#### 4.1 Rates of Salary

- 4.1.1 Hourly rates: The minimum hourly rate shall be 1/40<sup>th</sup> the appropriate minimum weekly rate or one 2080 part, correct to three decimal places of the annual rate of salary (“ordinary hourly rate”).
- 4.1.2 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.
- 4.1.3 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.
- 4.1.4 An employee’s annual review will be finalised within 3 months of their anniversary date, including being advised if any remuneration changes are applicable.

#### 4.2 Medical Laboratory Scientist

A Medical Laboratory Scientist shall receive an annual rate of salary approved by the employer for the position held.

		1st November 2023	
Step		Hourly	Annual
15	Designated	51.691	107,517
14		49.747	103,474
13		47.803	99,431
12		45.860	95,389
11		43.918	91,350
10		42.194	87,763
9	Auto Progression	40.419	84,072
8		38.753	80,607
7		37.086	77,139
6		36.008	74,897
5		34.926	72,647
4		33.848	70,403
3		31.689	65,913
2		30.609	63,666
1	Intern	27.890	58,011

Employees who meet the appropriate progression criteria below shall progress to the appropriate step as follows. Applications for consideration for progression outside of this set progression criteria can be made by the employee at any time.

- 4.2.1 Bachelor of Medical Laboratory Science Graduates (Intern) shall progress between steps 1 and 2 subject to the intern achieving full registration and this will become their anniversary date for the purpose of progression through the automatic manual steps.
- 4.2.2 Progression between steps 2 and 9 inclusive shall be by automatic increment on each employee’s anniversary.

Progression between steps 2 and 9 inclusive shall be by automatic increment on each employee's anniversary.

4.2.3 Progression to Step 10 may be achieved as follows (NB: this is an indicative list):

- 4.2.3.1 Dependent on the job content, skill shortage, responsibilities of the position held, the employee's level of performance, and availability of additional responsibilities.
- 4.2.3.2 When assigned a significant area of extra responsibility outside of their area of the laboratory – for example Quality or Health and Safety
- 4.2.3.3 When assigned special duties or responsibilities within their area of the laboratory which shall include demonstrable managerial and leadership responsibilities.
- 4.2.3.4 Movement to Step 10 is subject to recommendation by the Head of Department and approval by the CEO.

4.2.4 Progression to Step 11 shall be on the confirmation of the assignment of a specific area of additional responsibility- outside of their area of the laboratory – for example Health and Safety.

4.2.5 Movement beyond Step 11 is on appointment to positions that hold responsibility for daily operations, planning and organisation of a section or department made up of greater than 3 staff members.

**4.3 Medical Laboratory Technicians/Phlebotomists (MLPAT/ QSST/ QTA) & Trainees**

A technician will be appointed to the technician scale if they hold a MLPAT or other recognised relevant qualification and obtains a full registration with the Medical Laboratory Science Board.

		1st November 2023	
Step		Hourly	Annual
8	Designated	34.002	70,725
7		32.768	68,158
6		31.534	65,591
5	Auto Progression	30.300	63,024
4		29.066	60,458
3		27.834	57,894
2		26.600	55,328
1		25.365	52,760
3	Trainee MLT/MLPAT	24.688	51,350
2		24.061	50,047
1		23.288	48,438

4.3.1 Upon successful completion of the practical work requirements and registration as a Medical Pre- Analytical Technician the employee will be paid at Step 1 of the MLT/MLPAT scale

4.3.2 Registration (and reasonable progress to achieve this) is a requirement of the position and employees are required to maintain this to ensure ongoing employment.

4.3.3 Progression from Step 1 to 5 shall be by automatic annual progression, provided that if performance is not satisfactory, this progression may be withheld.

4.3.4 Appointment to positions above the automatic annual progression levels is at the discretion of the employer and dependent on job content and responsibilities of the position, the employee's, level of performance and availability of additional responsibilities. These may include supervision of designated areas within the department, training responsibilities, special duties that can only be carried out by a small number of employees with adequate training ( e.g. Vaccinator)

#### 4.4 Laboratory Assistants (Registration)/Phlebotomy Assistants/Couriers/Clerical/ Administration

Step	01-Nov-23		Progression
	Hourly \$	Annual \$	
3	24.688	51,351	Auto Progression
2	24.061	50,047	
1	23.288	48,439	

4.4.1 Progression shall be by automatic annual progression to the levels shown above, provided that if performance is not satisfactory, this progression can be withheld.

#### 5.0 OVER TIME AND ALLOWANCES

##### 5.1 Weekend Shift Allowance

5.1.1 A shift allowance per rostered weekend day shift of \$72.99 shall be paid for each weekend day worked shall be paid.

5.1.2 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.

5.1.3 The allowances set out in clause 7.5 above shall be paid to any staff member working a rostered shift whether or not that staff member is regularly rostered for shift work.

5.1.4 For work carried out on a shift that is not overtime as outlined in clause 5.6 the allowance shall apply.

##### 5.2 Afternoon Shift

5.2.1 Full shift finishing between 9pm – 10pm - A shift allowance at the rate of \$30.30 per rostered afternoon/ evening shift shall be paid for each full shift worked. Shift shall consist of a minimum of 8 hours and will not be paid pro-rata for part shifts.

5.2.2 The allowance set out in clause 5.1 above shall be paid to any staff member working a rostered shift whether or not that staff member is regularly rostered for shift work.

##### 5.3 Fertility Associates

5.3.1 Where an employee works a Sunday/Public Holiday for the purpose of collecting, processing, or testing of Fertility Associates samples they shall be paid one taxable allowance for each rostered shift.

Technical: \$276.63

Specimen Collection: \$176.00

#### 5.4 Meal Allowance

Where the employee has worked a qualifying shift of 8 or ten 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 \$14.20.

#### 5.5 Transport Allowance

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. Provided that:

5.5.1 Any employee who attends a different site from that on the posted roster, shall be reimbursed for the additional distance travelled.

5.5.2 Employees whose normal place of work is within Hamilton City, who attend another site within Hamilton City, will not receive any additional travel reimbursement.

5.5.3 Travel for activities such as attending studies are not covered, unless otherwise agreed prior to the event.

Employees may be required to use a Pathlab vehicle.

#### 5.6 Higher Duties Allowance

5.6.1 Where an employee is temporarily appointed or seconded to a higher graded position for a period of 5 or more consecutive working days the employee will receive a higher duties allowance for the whole period of that appointment.

5.6.2 The higher duties allowance payable shall be agreed between the employer and the employee.

#### 5.7 Overtime

5.7.1 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.

5.7.2 Overtime will only be paid when such additional working time has been properly authorised in accordance with Pathlab Waikato procedures.

5.7.3 Overtime shall be paid at the following rates **in addition** to ordinary rates of wages:

- a) At half the ordinary time rate ( $T^1/2$ ) for the first three hours and at the ordinary time rate thereafter ( $T1$ ).
- b) 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.

5.7.4 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.

5.7.5 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.

## 5.8 On Call / Call Allowance

5.8.1 The Employee may be required to participate in a call system. 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.

5.8.2 An on call taxable allowance at the rate of \$44.74 will be paid.

- a) Monday to Sunday (6pm – 8am). An on-call allowance per 24-hour period or part thereof.
- b) Public Holidays - an On-Call allowance per 24-hour period or part thereof, plus a lieu day for being on call on a public holiday.
- c) This allowance is not dependent on number of hours on call.

## 5.9 Call Back

5.9.1 Call back is where the employee is authorised by his/her employer to be called to work outside rostered hours of duty. When the employee is paid hours worked at ordinary time, the employee shall be paid for a minimum of three hours, or for actual work time, whichever is the greater, when the employee:

5.9.2 Is called back before the normal time of starting work, and does not continue working until such normal starting time, except that:

- a) call backs commencing and finishing with the minimum period covered by an earlier call back shall not be paid or;
- b) 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

## 5.10 Minimum Break Between Spells of Duty

5.10.1A break of at least nine consecutive hours must be provided whenever possible during the fifteen hours that immediately precede the start of a duty of a full shift or more.

5.10.2This requirement to provide a break wherever possible applies whether or not any additional payment will apply under the provisions of this clause.

5.10.3If a break as required under clause 7.5.1 above cannot be provided between periods of qualifying duty the employee will not be required to start their qualifying shift until after the 9-hour break. The qualifying shift will be paid as a full shift. An exception to this is a request by the employee as part of their flexible working conditions.

## PART FOUR – PROVISIONS RELATING TO LEAVE

### 6.0 PUBLIC HOLIDAYS

6.1 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 New Year's Day,
- Good Friday, Easter Monday,
- Anzac Day,
- The day of the birthday of the Reigning Sovereign,
- Matariki
- Labour Day,
- The Anniversary Day of the Province or the day observed in the locality in lieu thereof,
- Waitangi Day

6.2 Where the employee is not required to work on any of the days specified in subclause 12.1 above, it being a day that 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.

6.3 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).

6.4 Where the employee works on any one of the Public Holidays specified in sub clause above which is not a normal working day for the employee then he/she shall be paid their ordinary rate of pay for the hours actually worked, plus that amount again but shall not be entitled to an alternative day.

6.5 An alternate holiday (a whole paid day off in lieu) is to be taken at a time mutually agreed between the employer and the employee.

6.6 Payment for one day's alternative leave shall be the employees' relevant daily rate for the day which is taken as the alternative holiday.

6.7 The Employee shall be paid at the ordinary basic hourly rate of an employee for the number of ordinary hours the employee would have been employed to work on that day. All other alternate day provisions will apply as per clause 13.7.

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

### 7.0 ANNUAL LEAVE

7.1 Annual leave shall be allowed in accordance with the Holidays Act 2003 and its amendments, which provides for four weeks annual holiday on the completion of each year of current continuous service with the same employer. At the completion of 6 years' current continuous service employees will be entitled to annual leave as per the table below,

November 1 <sup>st</sup> 2023	November 1 <sup>st</sup> 2024	November 1 <sup>st</sup> 2025
4.2 Weeks	4.6 Weeks	5 Weeks

7.2 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.

- 7.3 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.
- 7.4 The employer may decide, after consultation with the employee, when annual leave will be taken. Approval of annual will not be unreasonably held. 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.
- 7.5 An employee who is granted leave without pay and who remains in the service of the employer, will, except where provision is made otherwise, have such leave counted as service for annual leave purposes.

## **8.0 SICK LEAVE**

- 8.1 After 4 weeks continuous service an employee shall be entitled to 10 working days sick leave on ordinary pay.
- 8.2 After 12 months continuous service the employee shall be entitled in each subsequent year of service to 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.
- 8.3 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 employer is has reasonable grounds to believe that the sick leave being taken is not genuine, the employer may:
- 8.3.1 request proof of sickness or injury for the sick leave day taken, if the employer:
- a) informs the employee, as early as possible after forming the suspicion that the sick leave taken is not genuine, that the proof is required; and
  - b) agrees to meet the employee's reasonable expenses in obtaining proof of sickness or injury and/or
- 8.3.2 require such employee to provide a medical certificate in support of any future sick leave claim provided that:
- a) The employee shall be advised of this requirement in writing by a Manager/Supervisor of the Employer; and
  - b) Such requirements shall be for a period not exceeding three months in any one instance.
- 8.4 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.
- 8.5 Sick leave may be accumulated by carrying forward unused sick leave from one year to the next

of up to 60 working days.

8.6 For the purposes of clarification, the above provisions shall be deemed to include sick leave as defined by the Holidays Act 2003.

8.7 Sick Leave can be used for non-work accidents as long as they are covered by medical certificates.

**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.

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

8.8.1 In the event an employee has no sick leave entitlement left, they are entitled to apply for up to five (5) days discretionary leave per annum. The employer recognises that discretionary sick and domestic leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted.

In considering the discretionary leave the employer shall take into account the following:

- The employee's length of service
- The employee's attendance record
- The consequences of not providing the leave
- Any unusual and/or extenuating circumstances

8.8.2 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.

8.8.3 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 their discretion, either:

- (a) Place the employee on suitable alternative duties; or
- (b) Direct the employee to take leave on payment at base rates (T1 only) for not more than eight days in any one year, in addition to the normal entitlement to sick leave.

8.8.4 The employer may grant an employee leave on payment at ordinary base rates (T1 only) 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.

8.8.5 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.

8.8.6 The production of a medical certificate or other evidence of illness may be required.

8.9 When sickness occurs during annual or long service leave the employer shall permit the period of sickness to be debited against sick leave entitlement, except where the sickness occurs during leave following relinquishment of office, provided:

- (a) the period of sickness is more than three days and/or
- (b) a medical certificate is produced, showing the nature and duration of the illness.

8.9.1 In cases where the period of sickness extended beyond the approved period of annual or long service leave, approval shall also be given to debiting the portion which occurred within the annual or long service leave period against sick leave entitlement if the total



continuous period of sickness exceeds three days.

8.9.2 Annual or long service leave may not be split to allow periods of illness of three days or less to be taken as sick leave.

## **9.0 LONG SERVICE LEAVE**

9.1 The employee shall be entitled to long service leave as follows:

9.1.1 Employees who complete 10 years' current continuous service shall be entitled to 1 week of long service leave. After each 5 years' subsequent current continuous service there is a further entitlement to one-off 1 week of long service leave.

9.2 Payment for one days long service leave provided for in Sub clause 9.1.1 of this clause shall be the employees ordinary hourly rate multiplied by the hours the employee would have ordinarily worked on that day and may be taken on one or more periods and at such time as may be agreed by the employer and the employee.

9.3 Any other service recognition will be agreed between the employer and the employee 4.1 on commencement of employment.

9.4 Except as provided below long service leave MUST be taken within five years of qualification and before resignation or it will be forfeited. There are no exceptions to this rule.

a) the employer may pay salary in lieu of the leave entitlement to an employee who retires medically unfit after qualifying for long service leave, but before taking or forfeiting it under these rules.

b) employees who have qualified for, but not taken long service leave may, when resigning from Pathlab Waikato Limited and commencing employment with another company in the Pathlab group, transfer the long service leave. The leave must however be taken within five years of qualification.

## **10.0 BEREAVEMENT / TANGIHANA LEAVE**

10.1 After six months continuous employment with the employer.

10.1.1 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).

10.1.2 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.

10.1.3 The employee is entitled to one day bereavement leave where the employee suffers bereavement.

10.1.4 An additional two days may be granted for the death of a brother or sister at the discretion of the employer, which may not be unreasonably withheld.

10.2 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:

10.2.1 The closeness of the association between the employee and the deceased person;

10.2.2 Whether the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death;

10.2.3 Any cultural responsibilities of the employee in relation to the death.

10.3 The employer can require the employee to provide satisfactory proof of the bereavement.

10.4 Payment for bereavement leave shall be equivalent to the employee's relevant daily pay for each day of bereavement taken by the employee that would otherwise be a working day.

10.5 In addition, the employee is entitled to take Sick leave (refer 15.1) after working for Pathlab Waikato for 6 months. This entitlement may be taken for extended bereavement.

10.6 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.

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

## **11.0 CONTINUED PROFESSIONAL DEVELOPMENT (CPD) / EDUCATION LEAVE**

11.1 To assist in updating their skills, 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. This includes travel, accommodation and any fees and reasonable expenses.

11.2 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.

11.3 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.

11.4 The employee may apply for a continuing education sponsorship for any course of study being relevant to their current position or future development within the organisation.

## **12.0 PARENTAL LEAVE**

12.1 The provisions of the Parental Leave and Employment Act 1987 and its amendments will apply. Some of the provisions are as follows. (A full guide is available from payroll).

12.2 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 parental leave an employee must have worked for the employer for at least ten hours per week for the last twelve months.

12.2.1 There are five categories of parental leave:

Special leave of 10 days unpaid leave available to the mother for reasons connected with the pregnancy.

Primary Carer leave of 26 weeks is available to an employee who is pregnant or has given birth to a child, or the spouse/partner of the biological mother if the mother has transferred her entitlement; or a person who takes permanent primary responsibility for the care, development and upbringing of a child who is under 6 years of age. Must meet either the 6-month or 12-month employment test.

Partner's leave of 1-2 week unpaid for a partner/spouse of primary carer and intends to assume responsibility for the care of that child. Must meet the 6-month or 12-month employment test.

Extended Leave an additional 26 weeks is available to an employee who is pregnant or has given birth to a child, or the spouse/partner of the biological mother if the mother has transferred her entitlement. If both the primary carer and the spouse/partner want to take extended leave it must be shared ( dependent on eligibility). Must meet the 12-month employment test.

Negotiated Carer Leave Must meet the criteria for receiving parental leave payments but not the criteria for parental leave the employer may grant the employee unpaid time off work to care for the baby.

#### 12.2.2 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.

12.2.3 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:

- a) when the leave ends
- b) when the employee can return to work
- c) the latest day the employee can give notice of intention to return to work or not
- d) what rights the employee has if he/she wishes to return to work before the leave period ends.

### 13.0 JURY SERVICE

13.1 Employees called on for jury service or who are subpoenaed, or as a witness for the Crown, the employer, or in the course of their employment, are required to serve. Where the need is urgent, the employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.

13.2 The employee called for jury service may elect to take annual leave, leave on pay, or leave without pay.

13.3 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.

13.4 Where leave on pay is taken, a copy of the employee remittance form 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.

13.5 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.

### 14.0 FAMILY VIOLENCE LEAVE

14.1 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.

14.2 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.

#### **15.0 UNION REPRESENTATIVE'S EDUCATION LEAVE**

15.1 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.

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

- 1-5 members = 3 days
- 6-50 members = 5 days
- 51-280 members = 1 day for every 8 FTE or part thereof
- over 281 members = 35 days plus 5 days for every 100 FTE or part thereof exceeds 280

## **PART FIVE – TERMS OF EMPLOYMENT**

### **16.0 CLOTHING**

- 16.1 Where protective clothing (does not include footwear) 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.
- 16.2 Where an employee is required to wear a staff uniform, such uniform will be supplied by the employer.

### **17.0 ANNUAL PRACTISING CERTIFICATE / RECERTIFICATION**

- 17.1 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:
  - 17.1.1 It must be a statutory requirement that a current certificate be held for the performance of duties.
  - 17.1.2 The employee must be engaged in duties for which the holding of a certificate is a requirement.
  - 17.1.3 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.
- 17.2 The employer will pay the required fees for enrolment in a recognised Continuing Professional Development (CPD) points programme.

### **18.0 EMPLOYEE PROTECTION PROVISIONS**

- 18.1 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.
- 18.2 In such situations the employer will give affected employees notice as soon as is reasonably practicable of:
  - 18.2.1 The proposed change.
  - 18.2.2 Who the proposed new employer is.
  - 18.2.3 Whether the proposed new employer is a party to a collective employment agreement that covers the work to be done by affected employees; and
  - 18.2.4 That if they do not transfer to the proposed new employer, their employment will be terminated on the grounds of redundancy.
- 18.3 Advise the proposed new employer that affected employees are members of the APEX Union.
- 18.4 Facilitate direct discussions between the APEX Union and the proposed new employer about the terms and conditions of affected employees.

- 18.5 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:
- 18.5.1 The terms and conditions of the agreement which is already in place; or
  - 18.5.2 The terms and conditions of this agreement.
- 18.6 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:
- 18.6.1 Any standard terms and conditions of individual employment agreements made between the proposed new employer and other employees performing similar work; or
  - 18.6.2 The terms and conditions of this agreement.
  - 18.6.3 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.
  - 18.6.4 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:
  - 18.6.5 Affected employees shall not have any right to redundancy compensation if a proposed new employer offers them redeployment:
    - a) On terms and conditions substantially similar to those contained in this agreement; and
    - b) Continuity of service is recognized; and
    - c) The employment is located in the same geographical area or one more convenient to the employee.

## **19.0 REDUNDANCY**

- 23.1 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.
- 23.1.1 If the employee is to be declared redundant, he/she shall be entitled to 4 weeks' notice of termination or 4 weeks wages in lieu if notice is not given, and on termination;
  - 23.1.2 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 15 years, plus all unused sick leave up to a maximum of 20 working days.
  - 23.1.3 For part years of service 0.5 of a week for each three months or part thereof.
- 23.2 Where a review or restructure 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.

- 23.3 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.

## **20.0 NOTICE**

- 20.1 Unless otherwise stipulated, the notice of termination for all employees under this agreement is 4 weeks on either side. Failure to provide the required notice period will result in forfeiture or payment of wages up to the value of the notice period not worked. This period may be reduced by agreement between the employer and employee.
- 20.2 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 employees' engagement.
- 20.3 Except with the express permission of the employer, the employee shall not take annual leave during the notice period.
- 20.4 The operation of this clause shall not affect the employers right to dismiss an employee without notice for serious misconduct.

## **21.0 ABANDONMENT OF EMPLOYMENT**

- 21.1 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.

## **22.0 LEAVE DURING WORK HOURS**

- 22.1 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.

## **PART FIVE – OTHER PROVISIONS**

### **23.0 VEHICLE USE**

- 23.1 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.
- 23.2 When driving the employer's vehicles, the employee must hold a current and valid class 1 New Zealand driver's licence.
- 23.3 Private use of an employer's vehicle is not permitted.
- 23.4 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 dual supplier. The fuel card must be immediately returned to the employer upon request by the employer or termination of the contract.
- 23.5 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.
- 23.6 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 all Land Transport legislation and regulations.

### **24.0 INDEMNITY**

- 24.1 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.

### **25.0 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 may 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.



25.4 All employees shall be tested for:

25.4.1 Hepatitis B immunisation, and if considered at risk.

25.4.2 Relevant screening and follow up for Mycobacterium Tuberculosis (TB), Neisseria Meningitidis and in the case of Laboratory related incidents.

25.4.3 HIV, Hepatitis C and Hepatitis B screening in the context of appropriate medical counselling.

25.5 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.

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

25.7 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.

## **26.0 CONFIDENTIALITY**

26.1 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. The Employee is required to sign Pathology Associates Limited standard confidentiality clause and further agrees that during the term of his/her employment and at any time thereafter will maintain the confidentiality of all customer information and of the business information of the Employer. This confidentiality shall apply to all information relating to customers, test results or other information of a commercially sensitive, personal or confidential nature.

26.2 The Employee further agrees not to make use of any information, process, paper or documents to which she has access during the term of his/her employment or at any other time thereafter except on behalf of the Employer and shall not release any such information to any third party or aid or abet any breach of confidentiality.

26.3 The Employee agrees to return to the Employer at termination of employment any handbooks or information pertinent to the Employer's business including copies thereof and not to retain any copies for whatever use or without the specific written agreement of the Employer.

26.4 Failure to observe this duty of confidentiality will render the employee liable to dismissal. The employee's duties set out in clause 2 hereof shall continue after termination of this contract.

26.5 House Rules & Procedures

26.5.1 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.

26.5.2 The employer shall establish policies for dealing with non-performance and disciplinary issues and they shall be set out in the staff manual.

## **27.0 SEXUAL HARASSMENT**

27.1 Sexual harassment or other forms of harassment and any form of discrimination will not be tolerated in the workplace. Complaints will be thoroughly investigated by management and representatives of Pathlab Waikato.

## **28.0 ALCOHOL / DRUGS**

28.1 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.

## **29.0 DEDUCTION OF UNION FEES**

29.1 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.

## **30.0 PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS**

- 30.1 An "employment relationship problem" includes:
- (a) A personal grievance
  - (b) A dispute
  - (c) Any other problem relating to or arising out of the employment relationship.
- 30.2 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:
- a) 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.
  - b) 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.)
- 30.3 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.
- 30.4 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. There is also additional time available for raising a personal grievance under the Act,

under particular circumstances (ERA Section 115). A personal grievance because of sexual harassment must be raised within 12 months.

30.5 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.

### **31.0 DATES RELEVANT TO AGREEMENT**

31.1 This collective agreement shall operate from 1 November 2023. The agreed increases apply to paid and printed hourly rates of pay only effective from the first full pay period commencing or on after 1 November of each year.

31.2 This agreement shall continue in force until 31 October 2024.

### **32.0 VARIATION**

32.1 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.

## PART SIX - SIGNATORY PARTIES

This Agreement shall be deemed to have come into force on 1 November 2023 and shall continue in force until 31 October 2024.

Dated: \_\_\_\_\_ day of \_\_\_\_\_ 2024

Signed:

AUTHORISED Representative of the  
EMPLOYEE PARTY

AUTHORISED Representatives of the  
EMPLOYER PARTIES

.....  
Deborah Powell  
National Secretary APEX

.....  
Dianne McQueen  
Chief Executive Officer Pathlab





PO Box 130  
TAURANGA  
TELEPHONE: 07 858 0795

## What “else” does APEX do?

- We negotiate 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](http://www.apex.org.nz) or [join us on Facebook](#).



**WE ARE HERE TO HELP!**  
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