

Collective Agreement

Between

Acurity Health Group Limited

And

**Association of Professional and Executive
Employees**

1 July 2019 to 31 July 2021



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Clause	Topic	Content
1	Parties	The parties to this collective agreement are: <ul style="list-style-type: none"> • Acuity Health Group Limited (AHGL) • Association of Professional and Executive Employees (APEX)
2	Application	This agreement shall apply to employees who are employed by AHGL and whose work comes within the coverage clause of this agreement and who are members of APEX.
3	Term	This agreement will come into force on 1 July 2019 and will continue in force until 31 July 2021.
4	Coverage	This agreement shall apply to employees working for AHGL facilities at Wakefield, Bowen and Royston Hospitals and are members of APEX in the following positions: <p>Anaesthetic Technician Team Leader Anaesthetic Technician Trainee Anaesthetic Technician</p> <p>Nothing in this agreement shall apply to any other employee occupational group working for AHGL.</p>
5	Definitions	<p>Anaesthetic Technician Team Leader Is appropriately qualified to the position in accordance with the HPCA 2003 and who is appointed as Team Leader.</p> <p>Anaesthetic Technician Is an appropriately qualified Anaesthetic Technician in accordance with HPCA 2003.</p> <p>Trainee Anaesthetic Technician Is a person employed to train as an Anaesthetic Technician.</p> <p>Shift Coordinator Is an Anaesthetic Technician who has been rostered temporary supervisory responsibility.</p> <p>Full time An employee who works 64 hours or more per fortnight pay period on a permanent basis.</p>

		<p>Part-time An employee who works less than 64 hours per fortnight pay period on a permanent basis.</p> <p>Casual An employee who has no set hours or days and is asked to work as and when required.</p> <p>Week A week is defined as the beginning of Monday day shift to finish at the end of the following Sunday night shift. For the purpose of calculating the pay “fortnight” has a corresponding meaning involving two successive weeks.</p> <p>Weekend A weekend is defined as 19.00 hours Friday night to 23.59 (midnight) Sunday. Weekends for employees working at Wakefield pre 1 November 2016 have a weekend defined as Friday 1900 – Monday 0700.</p> <p>Shift One or more periods of service required to be worked by an employee during any one period of 24 hours. There is a range of start and finish times.</p> <p>Service For the purposes of this agreement service is defined as current continuous service (full or part time) with AHGL and/or its predecessors.</p> <p>Continuity of Service For the purpose of this agreement continuous service with the same employer will not be deemed to be broken by reasons of the sale or transfer, including merger, of the employers business to a new employer who continues to employ such workers.</p> <p>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.</p>
6	Variation	Any variation to this agreement will be mutually agreed between the parties and shall be in writing and signed by both parties. The proposal shall outline the variation sought, the reasons for the variation, the employees potentially affected and the likely effect on the employees concerned.

		<p>After the Parties consult on the proposal the variation will be taken to the affected membership for ratification.</p> <p>The proposed variation will be ratified if the majority of affected employees eligible to vote, vote in favor of the variation.</p> <p>On ratification, the parties to the variation will sign the ratified variation to seal agreement. The variation will be included in the Collective Agreement at the next negotiations unless otherwise agreed, i.e. a trial.</p>
7	Hours of Work	
7.1	Hours of Work	<p>Rostering of an employee's hours of work will have regard to the service requirements of the hospital.</p> <p>Ordinary hours of work will be a maximum of 40 hours per week or subject to agreement, 80 hours per fortnight. The employee's guaranteed hours of work are outlined in the employee's Letter of Offer and any agreed subsequent variations.</p> <p>The minimum rostered shift in a single day shall be four hours paid at the appropriate rate.</p> <p>An indicative roster will be posted up to 2 weeks in advance.</p> <p>In each fortnight pay period the employee will be entitled to two breaks of two consecutive days unless varied by mutual agreement.</p> <p>An employee will not be rostered to work more than seven consecutive shifts in any fortnight pay period.</p> <p>An employee shall be allowed a nine hour break between shifts. This shall not apply when the employee requests less than a nine hour break; or to an employee who is on-call when the employee has not been called back.</p> <p>No employee shall be rostered to work a split shift unless by mutual agreement between the parties.</p> <p>Time Categories Week day: Monday to Friday between 0700 and 1859 and paid at ordinary pay.</p>

		<p>Week night: Monday to Friday 1900 hours to 0700 hours and 2400 Sunday to 0700 hours Monday. Those employees working night shift will be paid T1.26 the ordinary rate for their entire shift.</p> <p>Weekend day: Saturday and Sunday 0700 – 1900 and will be paid at T1.52.</p> <p>Weekend night: Friday 1900 to Saturday 0700 and Saturday 1900 – Sunday 0700, and Sunday 1900 – Sunday 2359. Those employees working weekend night hours will be paid at T1.84. (Grand parenting for Bowen of T1.91)</p> <p>Changing time Where an employee is required by the employer to wear a particular uniform on duty and is not permitted to wear that uniform other than within the precincts of the hospital, the employee shall be allowed a period of six minutes, both at the commencement and cessation of each duty, as changing time.</p>
7.2	On-call and call-back	<p>An employee may be rostered on call to cover emergency situations as determined by individual hospital policy.</p> <p>An employee who is called back to work will be paid a minimum of three hours including up to 30 minutes travel time or for actual working time, whichever is the greater.</p>
7.3	Meal and Rest breaks	<p>Meal and rest breaks will be determined to meet the needs of the business and in line with the requirements of the Employment Relations Act 2000 and its amendments.</p> <p>An employee shall be allowed a rest period of 10 minutes within each four hours of a continuous period without deduction of pay.</p> <p>An employee will be entitled to an unpaid full 30 minute break within four to six hours of the start of their shift.</p> <p>An employee unable to be relieved after five and one half hours (Wakefield five hours) from the start of their shift will be compensated with an extra half hour ordinary pay.</p> <p>An employee who works in excess of 12 hours is entitled to a second 30 minute paid break.</p> <p>In the event the employee is directed to take their half hour meal break and chooses not to, the employee will not be compensated for their half hour break.</p>

7.4	Overtime	<p>Overtime is time worked in excess of 8 hours per day or the rostered shift whichever is greater or 40 hours in any week or 80 hours per fortnight.</p> <p>Overtime must be authorised in advance.</p> <p>No time worked shall qualify for both overtime and penal (public holiday).</p> <p>Overtime shall be paid at T2 of the employee's appropriate hourly rate. Employees at Royston will receive T1.5 for overtime until 23 July 2019, from 24 July 2019 an employee will receive T2.</p> <p>An employee who works two hours or more overtime will be paid an additional \$25 allowance. (see clause 11 below).</p>
7.5	Rostered Shift Change	<p>The employer requiring employees to change rostered shifts will obtain agreement from the staff member concerned. This will take effect from 1 July 2019. Agreement will not be unreasonably withheld.</p> <p>A one off allowance (refer Clause 11.1) will be paid to a permanent employee, if, within 18 hours of the rostered shift commencing, the employer:</p> <ul style="list-style-type: none"> • Changes the employees rostered shift commencement time by four hours or more or • Cancels the rostered shift <p>In the event of a cancellation of a casual employee's rostered shift within four hours prior to the commencement of that shift a one-off payment will be made.</p>
8	Leave Management	
8.1	Public Holiday	<p>Employees will be entitled to public holidays in accordance with the Holidays Act 2003.</p> <p>Public holidays that fall on a day that would otherwise be a working day, the employee will be entitled to be paid for that holiday at their relevant daily pay. Public holidays that fall on a day that would not otherwise be a working day the employee shall not be entitled to be paid for that holiday.</p> <p>An employee shall be entitled to a public holiday if they have worked 6 out of 13 preceding weeks on the day the public holiday falls. A working day is determined on the basis of where the majority of the shift has been worked.</p> <p>A permanent employee may be required to work on any public holiday. If the employee works on the public holiday they are entitled to:</p>

		<ul style="list-style-type: none"> • Be paid one and a half times their relevant daily pay for the time they actually work on the public holiday, and • An alternative holiday. <p>A permanent employee rostered to work on Christmas Day or Boxing Day will be paid double time for the hours worked and an alternate day.</p> <p>A casual employee working on a public holiday:</p> <ul style="list-style-type: none"> • Is entitled to be paid one and a half times their relevant daily pay for the time they actually work on the public holiday • But does not receive an alternative holiday. <p>If a public holiday is “Mondayised” an employee cannot claim two public holidays. Where an employee normally works on both the calendar date of the public holiday and the possible Mondayisation date, their public holiday is on the calendar date.</p> <p>Alternative holidays are to be taken at a time agreeable to the employer and the employee, within 12 months. If the employee and the employer cannot agree on the timing of an alternative day within the 12 months, the employer can direct the employee to take the alternative day with 14 days written notice.</p> <p>Where part of the shift starts or finishes on a public holiday, the employee will be entitled to be paid at time and half, of their relevant daily pay, for the hours worked on the public holiday, and normal time for the hours worked either side of the public holiday.</p> <p>Employees required to be on-call on a public holiday and are not required to work are entitled to an alternative holiday.</p>
8.2	Annual Leave	<p>All employees are entitled to four weeks annual leave per annum following the first completed year of service, as per the Holidays Act 2003.</p> <p>On at the completion of six years continuous service and every subsequent anniversary, permanent employees will be entitled to an additional one weeks leave (pro-rata) from 1 July 2019.</p> <p>In the event it becomes law for employers to grant employees five weeks annual leave per annum this additional leave entitlement will discontinue.</p> <p>Casual employees will be paid 8% of their gross earnings at the completion of each period of employment.</p>

8.3	Closedown	<p>The employer may have a closedown which is normally over the Christmas and New Year period and requires employees to take annual leave as per AHGL policy.</p> <p>Where practicable notification of closedown will be three months and no less than four weeks prior to the commencement date.</p>												
8.4	Sick leave	<p>On commencement of employment a permanent employee is entitled to five days sick leave.</p> <p>On the completion of six months continuous service a permanent full-time employee shall be entitled to a further six days sick leave. After each 12 months continuous service a permanent full time employee is entitled to a further 11 days sick leave per annum.</p> <p>Permanent part-time employees, on commencement of employment are entitled to five days sick leave. On the completion of six months continuous service a permanent part-time employee shall be entitled to additional sick leave, based on their guaranteed number of days, as outlined below:</p> <table border="1" data-bbox="563 969 1129 1303"> <thead> <tr> <th>Guaranteed number of working days</th> <th>Additional Sick Leave entitlement days</th> <th>Total Sick Leave entitlement days per annum</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>0</td> <td>5</td> </tr> <tr> <td>2</td> <td>2</td> <td>7</td> </tr> <tr> <td>3</td> <td>3</td> <td>8</td> </tr> </tbody> </table> <p>After each 12 months continuous service a part-time employee is entitled to sick leave as per the table above.</p> <p>Sick leave entitlements may accumulate to a maximum of 60 days.</p> <p>Sick leave may be taken if the employee is sick or injured, or the employee's spouse, child or dependent is sick or injured and requires the employee to care for them.</p> <p>Where the employee has taken sick leave and has been absent from work for at least three consecutive rostered days, the employer may require the employee to provide a medical certificate, at the employee's cost.</p> <p>The employer may require the employee to provide proof of sickness or injury to support any sick leave absence of less than three consecutive rostered days at the employer's expense.</p>	Guaranteed number of working days	Additional Sick Leave entitlement days	Total Sick Leave entitlement days per annum	1	0	5	2	2	7	3	3	8
Guaranteed number of working days	Additional Sick Leave entitlement days	Total Sick Leave entitlement days per annum												
1	0	5												
2	2	7												
3	3	8												

		An employee shall advise the employer as soon as practicable prior to the commencement of work period of inability to work because of sickness and/or injury unless exceptional circumstances prevent this.
8.5	Bereavement Leave	<p>In accordance with the provisions of the Holidays Act 2003, an employee will be entitled to three days bereavement leave on the occasion of a death of a family member.</p> <p>Where the employee is required to take significant responsibility for all or any of the arrangements relating to the bereavement they are entitled to up to three days.</p> <p>Employees shall be granted one day's bereavement leave to discharge their obligations and/or to pay their respects to a deceased person with whom they have had a close association.</p> <p>On application the employer may approve additional bereavement leave with or without pay for an employee to discharge additional cultural obligations in relation to the death of or to show respect to the deceased person with whom the employee has had a close association.</p>
8.6	Parental Leave	The provisions of the Parental Leave and Employment Protection Act 1987 and amendments will apply.
8.7	Additional Leave Entitlements	Refer to Hospital specific schedule.
8.9	Domestic Violence Leave	<p>On completion of six months' current continuous service the employee will be entitled up to 10 days domestic violence leave in accordance with the Domestic Violence Act 2019 and Holidays Act 2003, subject to eligibility under this Act.</p> <p>The 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, subject to your eligibility under this Act.</p> <p>The Family Violence Prevention and Management Policy applies in relation to the entitlements.</p>
9	Professional Responsibilities	
9.1	Professional Development	<p>In addition to mandatory training, permanent employees may be approved up to 20 hours of professional development leave per annum. Further hours will be considered on a case by case basis.</p> <p>All employees will be paid at the Monday – Friday day rate of pay.</p>

9.2	Departmental Meetings	<p>An employee is expected to attend relevant departmental meetings, wherever practicable. An employee will be paid at the relevant rate of pay for the actual hours of attending the meeting only.</p> <p>When an employee who attends a departmental meeting outside of their rostered shift that time is not considered a rostered working day for the purposes of determining an otherwise working day.</p>
9.3	Policies and Procedures	<p>Employees are provided with access to all relevant policies and procedures and are obliged to comply with AHGL's Code of Conduct and all applicable policies.</p> <p>AHGL may amend or replace parts of, or any entire policy, to deal with issues that arise from time to time. Updated policies and procedures will be circulated with Employees.</p> <p>Employees have an obligation to ensure that they maintain awareness of the current policies and any amendments.</p>
9.4	Recording hours of work	<p>Hours of work are recorded by a bio-metric recognition clocking system or similar device.</p>
9.5	Other Employment	<p>A permanent employee requires the written approval of the employer to work for another employer if it is deemed by Acuity that the proposed employment could impact on the availability of the employee for hours of work.</p> <p>Both parties must take into consideration that secondary employment may result in employee fatigue and impact on the Health and Safety of the employee and others. The employer will also consider any activity which may conflict with the interests or the business of the employer.</p>
9.6	Health and Safety	<p>The employer and employee shall take all reasonable precautions for the health and safety of all employees.</p> <p>It is a requirement of the Health and Safety at Work Act 2016 that while at work, an employee must take reasonable care of his or her own health and safety; and take reasonable care that his or her acts or omissions do not adversely affect the health and safety of other persons; and comply as far as the Employee is reasonably able, with any reasonable instruction that is given by the employer to allow the employer to comply with the Act and its regulations.</p> <p>An employee who becomes 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.</p>

		Employees have an opportunity to be involved in the Health and Safety Committee as outlined in the Employee Worker Participation Agreement.
9.7	Protective clothing	<p>Where uniforms or other special clothing is required to be worn, these items will be supplied by the employer.</p> <p>All items supplied remain the property of the employer.</p> <p>Protective clothing shall be made available as necessary if the nature of the work so requires.</p> <p>An employee, when on duty, is obliged to wear footwear, socks and/or stockings acceptable to the employer.</p>
9.8	Harassment	<p>The employer is committed to a harassment free workplace. Sexual harassment, including requests for sexual contact and/or any kind of offensive or unwelcome sexual behaviour, will not be tolerated.</p> <p>In addition, discriminating against someone because of their gender, sexual orientation, family status, marital status, colour, nationality or country of origin, race, ethical belief/religion, political opinion, employment status, age or disability will not be tolerated.</p> <p>In the event of any concerns refer to the Intervention of Discrimination, Harassment, Bullying and Victimisation Policy and Procedures.</p>
9.9	Jury Service	<p>Where an employee is obliged to undertake jury service, the difference between the fees (excluding reimbursement payments), if any, paid by the Court and the employee's ordinary rate of pay shall be made up by the employer, provided:</p> <ul style="list-style-type: none"> (a) The employee returns to work immediately on any day they are not actually serving on a jury. (b) That the employee produces the Court expenses voucher to the employer. <p>These payments shall be made for up to a maximum of five (5) days in respect of each separate period of jury service.</p>
10	Termination of Employment	
10.1	Notice of Termination	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 on a case by case basis.

		<p>If the required notice is not given it may be paid or forfeited in lieu. In cases of summary dismissal for gross misconduct dismissal may be instant.</p> <p>All applications for annual leave to be taken during a notice period must have the approval of the General Manager.</p>
10.2	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 are extenuating circumstances.
10.3	Employment Checks	If the position requires an immigration, health, security and/or criminal history check or driver licence check, any offer of employment will be subject to the completion and satisfactory outcome of these checks. An unsatisfactory result may result in termination of employment.
10.4	Payment of Wages	<p>Wages are paid fortnightly, within four days of the end of the pay period. Wages will be credited to a bank account nominated by the employee.</p> <p>A pay period is a fortnight Monday to Sunday.</p>
10.5	Final Wages	The payment of final wages on termination is subject to the employee returning all keys, uniform and equipment supplied by the employer and payment of any monies owed.
10.6	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 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.
10.7	Change Management	<p>Change Management</p> <p>The parties accept that change is necessary to ensure the efficient and effective delivery of health services. Each party has a contribution to make to this process to ensure that health services are provided efficiently and effectively.</p> <p>Prior to commencement of any significant change to staffing structure or work practices the employer will identify and give reasonable notice to the employee who may be affected and to the APEX to allow them to participate in a consultative process allowing substantive input. (Refer to Cooperation, Consultation and Management of Change Policy).</p>

		<p>Consultative Group</p> <p>The Parties agree to meet as required to provide an update, discuss any issues relating to the work place with a view to find solutions for matters of concern. This is a collaborative forum consisting of APEX Organisers, delegates and management representation.</p>
10.8	Redundancy Redeployment	<p>For Royston staff and for all new employees from 24 July 2019. Redundancy provisions apply to permanent employees only.</p> <p>The employer will provide the employee with 30 days written notice of redundancy except in exceptional circumstances (e.g. receivership). Employees will be given assistance and reasonable leave with pay to attend interviews for alternative employment.</p> <p>Where the employer proposes to restructure operations in a way that is likely to involve significant change, employee numbers, or hours of work, affected employees and the Union will be consulted and offered an opportunity to be involved in the decision making.</p> <p>The employer may propose to redeploy an employee; the agreement of the employee will be sought. The employee will not unreasonably withhold agreement unless there is a significant reduction of the employees ordinary fortnightly income and/or hours; or if the nature of the nursing work is significantly different from normally practised by the employees.</p> <p>Where redundancy occurs, compensation will be as follows:</p> <p style="padding-left: 40px;">4 weeks pay for the first year of service or part thereof; 1 weeks pay for each year thereafter.</p> <p>Pay for the purposes of redundancy, or income lost will be the person's average earnings, calculated as per the Holidays Act.</p> <p>The maximum redundancy allowed will be 12 weeks pay.</p> <p>Where the employee continues to work for the employer but his/her hours or weekly income has been reduced by agreement, compensation will be paid according to the redundancy formula on a pro-rated basis.</p> <p>Wakefield and Bowen employees prior to 24 July 2019 as per Hospital specific schedule.</p>
10.9	Sale, Transfer or Contracting Out	<p>In the event of work undertaken being contracted out or the business or part of the employers business being sold or transferred to another organisation, the employer shall take all practical steps to ensure continuity of employment where ever practical for affected employees and to maintain their conditions of employment.</p>

		<p>The employer will act in good faith and will consult with union representatives and employee affected. Options that will be considered are:</p> <ul style="list-style-type: none"> • Redeployment with the employer • Negotiation with the new employer on future terms of employment <p>In the event of sale, transfer or takeover of the whole or part of the employers business to another organisation, an employee will be deemed not to have been made redundant and will not be entitled to any redundancy compensation on termination of employment with the employer if the employee is offered employment terms and conditions that are not less favourable than their current position.</p>
11	Allowances	
11.1	Allowances	<p>Shift Coordinator</p> <p>An Anaesthetic Technician who is rostered to be a Shift Coordinator will be paid in addition to their hourly rate a payment of \$4.50 for each hour worked in the position from 1 July 2019.</p> <p>No nine hour break</p> <p>If an employee is requested and agrees to work a shift which commences within nine hours of their finishing a previous shift, the employee will be paid at their appropriate rate and one half (T1.5) for the additional hours worked until they are able to take a nine hour break.</p> <p>If the following shift commences within 5 hours of their finishing the previous shift, they will be paid at T2 of the appropriate rate for the hours worked in the second shift.</p> <p>Overtime Meal Breaks</p> <p>Where an employee is required to work overtime of two hours or more after completing their rostered shift, the employer where possible, will provide a light meal. If a light meal is not available an allowance of \$8 will be paid.</p> <p>Rostered Shift Change</p> <p>An allowance of \$55 will be paid to the employee. (Refer to clause 7.5 for eligibility).</p> <p>On-call</p> <p>When an employee is rostered to be on-call during normal off duty hours an on-call allowance of \$8.00 per hour will be paid for each hour on call from 1 July 2019.</p>

		<p>If required to be on call on a public holiday, an on call allowance of \$10.00 per hour will be paid for each hour on call 1 July 2019.</p> <p>Anaesthetic Technician Flexibility Allowance (ATF Allowance)</p> <p>An Anaesthetic Technician Flexibility Allowance applies to all permanent employees within coverage from 1 July 2019. It is paid on clinical hours worked and unplanned absences. It does not attract overtime rates or penal rates. It is not paid for on-call hours or on non-clinical work.</p> <p>The ATF Allowance is \$1.40 per hour.</p> <p>Call back</p> <p>An Employee who is on-call and is called back to work will be paid at double (T2) their appropriate hourly rate.</p> <p>Overtime</p> <p>An employee who works two hours or more overtime will be entitled to a one off \$25 allowance per occurrence. (Refer to the overtime clause 7.4 for eligibility).</p> <p>Professional Registration or Certification</p> <p>The employer agrees to pay the employee their professional registration or annual practicing certificate in full upon proof of payment within three (3) months of falling due. No reimbursement will be made if the employee is entitled to the reimbursement from any other employer. Refer to the Annual Practicing Certificate Policy.</p> <p>Higher Position</p> <p>An employee who agrees to undertake the responsibilities of a higher graded position for more than 5 consecutive days will be paid an allowance of \$4.00 per hour for the duration of the higher duties.</p> <p>Child Care Assistance</p> <p>On returning to work within the period of leave the employee is entitled to under the Parental Leave and Employment Protection Act 1987 and its amendments (and meeting the notification requirements), the employee will be paid a child care assistance at the rate of 15% of their gross earning per fortnight for a period of 12 months from recommencement of employment. Holiday pay calculations will be excluded from the Child Care Assistance.</p> <p>The 15% Child Care Assistance Allowance may be reviewed by both parties if it becomes law for employers to pay Parental Leave.</p>
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12	Union	
12.1	Union Rights	<p>APEX members shall be entitled to up to a total of four hours leave per year on ordinary pay to attend authorised Union meetings.</p> <p>APEX shall give the employer at least 14 days notice of the date and time of any meeting.</p> <p>The APEX shall make such arrangements with the employer as may be necessary to ensure that the employer’s business is maintained during the meeting. This may include an employee staying on duty to enable the business to continue.</p> <p>Work shall resume as soon as practicable after the meeting. The employer is not obliged to pay for a period greater than time agreed.</p> <p>Only APEX members are entitled to attend Union meetings during work hours. A list of members who attended the meeting will be provided to the employer.</p> <p>It is also recognised that delegates and organisers will meet from time to time.</p> <p>Rights of Entry</p> <p>Authorised APEX representatives may enter the workplace in accordance with the Employee Relations Act 2000 and its amendments.</p> <p>The representative shall enter the workplace at reasonable times, in a reasonable way and in compliance with health & safety requirements. On arrival representatives will use the sign in process advising the manager that they are entering the workplace.</p>

		<p>APEX Delegates In The Workplace</p> <p>The Employer accepts that APEX delegates are a recognised channel of communication between the Union and the Employer.</p> <p>Employment Relations Leave</p> <p>Such leave will be in accordance with the Employment Relations Act 2000 and as notified by APEX to the Employer annually.</p>
12.2	Fees	The employer shall deduct Union fees from the wages of its employees and remit them, with a list of employees from whom deductions were made.
13	Employment Relationship Resolution Issues	
13.3	Rights of Employees	<p>The Employment Relations Act 2000 gives all Employees the right to pursue a personal grievance if they think they have been:</p> <ul style="list-style-type: none"> • 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. <p>Personal grievances 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.</p> <p>The Employment Relations Act 2000 gives all Employees the right to pursue a dispute over the interpretation, application or operation of their employment.</p> <p>Employees have the right to be represented by any person or organisation they choose such as APEX, lawyer, or employment relations advocate.</p>
13.4	Procedure for Resolving Personal Grievances and Disputes	<p>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:</p> <ul style="list-style-type: none"> • You will, as soon as a problem occurs, take up the matter directly with a manager; • If the matter remains unresolved after these initial discussions you will set out, in writing, the facts relating to your grievance or

		<p>dispute and what you want done (remedies) and present this to your manager;</p> <ul style="list-style-type: none"> • The employer must reconsider the issue and if it is not prepared to resolve it to your satisfaction, the employer must respond to you in writing setting out its view of the facts and why it is not prepared to grant you the remedy, within 14 days of receiving your written grievance or dispute; • If you are not satisfied with the response you can seek mediation through the Ministry of Business, Employment and Innovation, Mediation Services. • If agreement is reached between the parties in mediation, that agreement is confidential, final and binding upon the parties. Neither party may appeal. <p>If the matter is not resolved at mediation you may refer the matter to the Employment Authority in accordance with the Employment Relations Act 2000</p>
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14 Signatory Parties

On Behalf of Acurity Health Group Limited

Date

Jonathan Coleman
Chief Executive
Acurity Health Group Limited

On Behalf of Association of Professional and Executive Employees

Date

Deborah Powell
National Secretary
APEX

Schedule 1 Rates Tables

		1/7/18 - 30/6/19		1/7/19 - 30/6/20		1/7/20 - 30/6/21	
		Per Hour	Per Annum	Per Hour	Per Annum	Per Hour	Per Annum
Trainee	Step 1	\$ 21.94	\$ 45,635.20	\$ 23.59	\$ 49,067.20	\$ 24.30	\$ 50,544.00
Trainee	Step 2	\$ 25.39	\$ 52,811.20	\$ 27.29	\$ 56,763.20	\$ 28.11	\$ 58,468.80
Technician	Step 1	\$ 31.48	\$ 65,478.40	\$ 33.84	\$ 70,387.20	\$ 35.87	\$ 74,610.40
Technician	Step 2	\$ 33.72	\$ 70,137.60	\$ 36.25	\$ 75,400.00	\$ 38.43	\$ 79,924.00
Technician	Step 3	\$ 35.00	\$ 72,800.00	\$ 37.63	\$ 78,270.40	\$ 39.51	\$ 82,183.90
Technician	Merit 1	\$ 35.94	\$ 74,755.20	\$ 38.64	\$ 80,371.20	\$ 39.99	\$ 83,184.20
Technician	Merit 2	\$ 37.22	\$ 77,417.60	\$ 40.01	\$ 83,220.80	\$ 41.41	\$ 86,133.50
Team Leader	Step 7	\$ 40.81	\$ 84,884.80	\$ 42.03	\$ 87,422.40	\$ 43.29	\$ 90,043.20
Team Leader	Step 8	\$ 43.42	\$ 90,313.60	\$ 44.72	\$ 93,017.60	\$ 46.06	\$ 95,804.80
Team Leader	Step 9	\$ 44.72	\$ 93,017.60	\$ 46.06	\$ 95,804.80	\$ 47.44	\$ 98,675.20

Progression

Anaesthetic Technician Trainee (Step 1 & 2)

Automatic annual progression

Anaesthetic Technician (Step 1 – 3)

Automatic annual progressions

Anaesthetic Technician Merit steps (Steps 1 & 2)

TBD via working party

Team Leader Step 1

Entry Level

Team Leader Step 2

By appraisal

Team Leader Step 3

Based on number of Theatres, number of FTE managing, complexity of elective surgery

Transition

Staff currently on IEAs will transition to the closest step based on length of service.

New step	Royston	Wakefield	Bowen
Step 1 Technician	Grade 1 & 2	Step 1, 2, 3, 4 & 5	Placement based on length of service
Step 2 Technician	Grade 3	Step 6	
Step 3 Technician	Grade 4	Step 7	
Merit 1	-	Step 8	
Merit 2	-	Step 9	
Step 1 Team Leader			
Step 2 Team Leader		Team Leader	Team Leader
Step 3 Team Leader		Team Leader *	

*Placement on Step 3 is based on discussion and agreement with the General Manager.

Schedule 2 Wakefield Hospital Specific Clauses

Long Service Leave

Applicable to service from 4 December 1989.

- (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 35 years of current continuous service with the same employer.

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

Long Service Leave will be calculated on the Monday – Friday day rate and at the employee's permanent number of hours worked upon entitlement.

Long Service Leave shall be taken within 12 months of entitlement unless otherwise mutually agreed. If long service leave is not taken within 24 months of entitlement the value of it will be paid to the employee.

The employee may apply to the employer to cash up their LSL entitlement.

Redundancy Clause

For employees employed at Wakefield Hospital prior to 24 July 2019 the following Redundancy Provision will apply:

Redundancy

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

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.

Where the employer proposes to restructure Wakefield'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, staff affected will be consulted and offered an opportunity to be involved in the decision making.

Where the employer proposes to redeploy a staff member within Wakefield Hospital, 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 nursing work is significantly different from that normally practised by the staff member.

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.

Providing that the maximum pay out allowed will be 20 weeks' pay. Payment will be as per the employee's current hours of work and at their usual rate of pay.

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 23.4.5, pro-rated according to the number of hours lost as a proportion of the employee's usual hours of work.

Where the employee continues to work at Wakefield, but his/her weekly income is reduced by agreement (including for reasons of change from ICU to theatre, from ICU to the wards, or from theatre to the wards), compensation shall be paid on the same basis as for loss of hours.

Pay for the purposes of redundancy, or income lost will be the person's average earnings, calculated as per the Holidays' Act.

Medical Insurance

The employer will contribute up to \$642.00 per annum towards membership of the company approved medical insurance scheme by a permanent employee.

Schedule 3 Bowen Hospital Specific Clauses

Medical Insurance

The employer will contribute up to \$400 per annum towards membership of the company approved medical insurance scheme for permanent employees.

Long Service Leave

For employees employed prior to 31 March 2010 the following Long Service Leave provisions apply:

- (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 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.

Capped at 6 weeks for every 5 years' service after 30 years.

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

Long Service Leave will be calculated on the Monday – Friday day rate.

Long Service Leave shall be taken within 12 months of entitlement unless otherwise mutually agreed. If Long Service Leave is not taken within 24 months of entitlement the value of it will be paid to the employee.

The employee may apply to the employer to cash up their Long Service Leave entitlement.

Long Service Payment

Employees who are employed from 1 April 2010 are entitled to the following Long Service Payment provisions:

- (a) On the completion of 5 years current continuous service with the same employer the employee will receive a one off payment equal to one week base pay.
- (b) On the completion of 10 years current continuous service with the same employer the employee will receive a one off payment equal to two weeks base pay.

- (c) On the completion of 15 years current continuous service with the same employer the employee will receive a one off payment equal to three weeks base pay.
- (d) On the completion of 20 years current continuous service with the same employer the employee will receive a one off payment equal to four weeks base pay.
- (e) On the completion of 25 years of current continuous service with the same employer the employee will receive a one off payment equal to five weeks base pay.
- (f) On the completion of 30 years of current continuous service with the same employer the employee will receive a one off payment equal to six weeks base pay.

Capped at 6 weeks for every 5 years' service after 30 years.

Long Service Payments will be calculated at the Monday to Friday day rate.

For employees employed at Bowen Hospital prior to 24 July 2019 the following Redundancy Provision will apply:

Redundancy

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

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.

Where the employer proposes to restructure Bowen Hospital'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, staff affected and APEX will be consulted and offered an opportunity to be involved in the decision making.

Employee's employed on or after 1 April 2004 will not be entitled to redundancy compensation, as set out in clause 22.4.5, if the employee declines a suitable position at the employer's Wakefield Hospital site.

Where redundancy occurs, compensation will be as follows:

4 weeks' pay for the first year of service or part thereof;

2 weeks' pay for each subsequent year of service.

Providing that for all employees employed after 1 April 2004 the maximum payout allowed will be 20 weeks' pay. Payment will be as per the employee's current hours of work and at their usual rate of pay.

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 22.4.5, pro-rated according to the number of hours lost as a proportion of the employee's usual hours of work.

Pay for the purposes of redundancy, or income lost will be calculated at average weekly earnings over the previous six months employment.

Schedule 4 Royston Hospital Specific Clauses

Long Service Rewards

After five years of continuous service, permanent employees receive an additional two weeks pay in appreciation.

After ten, fifteen and twenty years of continuous service, permanent employees receive an additional one month's pay in appreciation.

This payment will be paid by direct credit into the employees bank account, calculated by using the employee's current contracted hours of work and paid at day rate of pay.

Approved parental leave taken shall be acknowledged and counted when calculating continuous service.

Employees are only entitled to these Rewards when these milestones are reached.

Schedule 5 Other Matters

Shoe and Stocking / Uniform Allowance

As 24 July 2019 the previous shoe and stocking / uniform allowance is included in base rates.