

NEW ZEALAND DISTRICT HEALTH BOARDS

**SENIOR MEDICAL AND
DENTAL OFFICERS
COLLECTIVE AGREEMENT**

1 APRIL 2020 – 31 MARCH 2021



L11 The Bayleys Building, 36 Brandon Street, PO Box 10763 Wellington, New Zealand
P + 64 4 499 1271 **F** + 64 4 499 4500 **E** asms@asms.org.nz **W** asms.org.nz

CONTENTS

- PART ONE - COVERAGE AND APPLICATION MATTERS 1**
- 1 UNDERLYING PRINCIPLES 1
- 2 TIME FOR QUALITY 2
- 3 NATURE OF AGREEMENT 2
- 4 PARTIES TO THE AGREEMENT 3
- 5 COVERAGE 3
- 6 ROLE OF THE ASSOCIATION 4
- 7 NEW EMPLOYEES 4
- 8 VARIATION 4
- 9 MUTUAL OBLIGATIONS 4
- 10 TERM 5
- 11 DEFINITIONS 5

- PART TWO - REMUNERATION AND HOURS OF WORK 7**
- 12 SALARIES 7
- 13 HOURS OF WORK AND JOB SIZE 9
- 14 AVAILABILITY ALLOWANCE 10
- 15 RECRUITMENT AND RETENTION BENEFITS 10
- 16 SPECIAL CONTRIBUTIONS BENEFITS 10
- 17 SUPERANNUATION 11
- 18 PAYMENT OF SALARY 11
- 19 SHIFT WORK 11
- 20 RETIRING GRATUITIES 12
- 21 WORK-RELATED EXPENSES 12
- 22 RELOCATION COSTS 13

- PART THREE - PROVISIONS RELATING TO LEAVE 14**
- 23 ANNUAL LEAVE 14
- 24 PUBLIC HOLIDAYS 14
- 25 LONG SERVICE LEAVE 15
- 26 ONEROUS DUTIES LEAVE 16
- 27 LEAVE FOR ILLNESS, ACCIDENT AND BEREAVEMENT 16
- 28 PARENTAL LEAVE 17
- 29 ATTENDANCE AT PROFESSIONAL MEETINGS 19
- 30 JURY SERVICE AND WITNESS LEAVE 20

- PART FOUR - UNION REPRESENTATION 21**
- 31 UNION AND BARGAINING FEES 21
- 32 RIGHT OF ENTRY 21
- 33 STOPWORK MEETINGS 21
- 34 PAID EMPLOYEE REPRESENTATIVES EDUCATION LEAVE 21

| | |
|--|-----------|
| PART FIVE - PROFESSIONAL MATTERS..... | 22 |
| 35 QUALITY IMPROVEMENT ENVIRONMENT | 22 |
| 36 PROFESSIONAL DEVELOPMENT AND EDUCATION | 22 |
| 37 RESEARCH AND PUBLICATIONS | 24 |
| 38 INTELLECTUAL PROPERTY RIGHTS | 25 |
| 39 PROFESSIONAL AND PATIENT RESPONSIBILITY AND ACCOUNTABILITY..... | 25 |
| 40 PUBLIC DEBATE AND DIALOGUE..... | 25 |
| 41 PATIENT SAFETY..... | 25 |
| 42 INVESTIGATIONS OF CLINICAL PRACTICE..... | 25 |
| PART SIX - GENERAL TERMS..... | 27 |
| 43 CONSULTATION | 27 |
| 44 TERMINATION OF EMPLOYMENT | 27 |
| 45 REDUNDANCY | 27 |
| 46 RIGHTS OF PRIVATE PRACTICE AND CONFLICT OF INTEREST | 29 |
| 47 VACANCIES AND LOCUMS | 29 |
| 48 JOB DESCRIPTIONS..... | 30 |
| 49 PROTECTIVE CLOTHING | 32 |
| 50 EMPLOYERS' POLICIES, PROCEDURES AND PERSONAL FILES | 33 |
| 51 MEDICAL EXAMINATIONS..... | 33 |
| 52 APPOINTMENTS..... | 33 |
| 53 FACILITIES AND EQUIPMENT | 34 |
| 54 OTHER RELEVANT LEGISLATION | 34 |
| 55 JOINT CONSULTATION COMMITTEES..... | 35 |
| PART SEVEN - SETTLEMENT OF DISPUTES AND PERSONAL GRIEVANCES | 36 |
| 56 MEDIATION AND ADJUDICATION | 36 |
| 57 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS | 36 |
| APPENDICES | 40 |
| 1 ASMS-DHBS NATIONAL JOINT CONSULTATION COMMITTEE..... | 40 |
| 2 REPRESENTATION, MEMBERSHIP AND ORGANISATION | 40 |
| SCHEDULES | 41 |
| SCHEDULE A: AVAILABILITY ALLOWANCE (CLAUSE 14) | 41 |
| SCHEDULE B: CAR PARKING (CLAUSE 21.6) | 57 |
| SCHEDULE C: LONG SERVICE LEAVE (CLAUSE 25)..... | 58 |
| SCHEDULE D: ONEROUS DUTIES LEAVE (CLAUSE 26) | 59 |
| SCHEDULE E: INTELLECTUAL PROPERTY RIGHTS (CLAUSE 38) | 61 |

PART ONE - COVERAGE AND APPLICATION MATTERS

This Agreement applies to members of the Association who fall within the coverage clause of this Agreement.

Senior medical and dental officers are a distinct, vocationally trained, occupational employee group. District health boards (DHBs) as employers benefit from these employees having significant influence in their internal decision-making. The parties recognise that both senior medical and dental officers and DHBs have different roles, responsibilities and distinctive features.

Both the Association and DHBs are committed to working together to establish and strengthen this engagement with and empowerment of senior medical and dental officers.

Both the Association and DHBs recognise that a relationship between DHBs and senior medical and dental officers based on constructive engagement between them and empowerment of the latter has positive benefits for both recruitment and retention of employees.

This collective agreement is the foundation document for this underlying engagement and empowerment relationship between DHBs and senior medical and dental officers which is integral to the internal culture of each DHB.

Employee well-being

The parties acknowledge that employee well-being is important and may impact on the efficient and effective delivery of health services, patients' treatment outcomes, patient safety, employees' ability to meet the accepted professional standards of patient care and employees' clinical practices. Accordingly, pursuant to the Health and Safety at Work Act 2015, the employer and the employee agree to take reasonable steps to protect employees against harm to their health, safety, and welfare by eliminating or minimising risks arising from work and to promote employees' well-being.

1 UNDERLYING PRINCIPLES

- 1.1 The parties acknowledge the fundamental importance of the need to promote and establish distributive clinical leadership within the workplace consistent with the principles of engagement in the Time for Quality agreement between the Association and all District Health Boards (refer Clause 2) and the associated need to establish effective employer-employee partnerships, based on good faith, mutual respect and constructive engagement.
- 1.2 Accordingly the parties will actively promote and encourage open discussion and collegial and collective responses to workplace challenges and issues.
- 1.3 Employee participation in district health board annual and strategic planning is essential for achieving patient centred care. Employee engagement, in conjunction with other appropriate employees not covered by this agreement in strategic and service planning is necessary including about:
 - Patient and whanau centred care
 - Effective utilisation of resources including team work
 - Complexities of the planning process

- 1.4 The parties recognise that employees are constrained by their ethical and professional obligations and public expectations not to refuse treatment to patients in need of their professional skills.
- 1.5 The parties acknowledge the increasingly demanding environment in which employees are required to practise. Accordingly the parties undertake to do what they reasonably can to ensure the workplace is well resourced, professionally supportive and conducive to a very high standard of clinical practice.

2 TIME FOR QUALITY

The parties note the Tripartite Process involving the Government, the DHBs and the Council of Trade Union affiliated unions which is based on the Health Sector Relationship Agreement and which includes the Time for Quality Document. Consistent with this relationship the principles of engagement are as follows:

- Employee/management partnership is founded on teamwork and respect.
- Managers will support employees to provide leadership in service design, configuration and best practice service delivery.
- Managers will support employees to ensure recognised competency and credentialing standards are met.
- Managers and employees affirm that quality care drives the system to optimise patient outcomes.
- Managers and employees will collaborate to meet both the “patient test” and the “whanau test” which means the patient experience is optimised for the patient and in a culturally appropriate way.
- Managers and employees explicitly agree that decision-making and responsibility will be devolved to the appropriate level.
- Managers and employees accept that there will be some services that can more appropriately be delivered regionally or nationally to effectively meet patient needs.
- Employees will support managers to operate services within the resources available.

3 NATURE OF AGREEMENT

- 3.1 This is a collective agreement, inclusive of the attached Appendices and Schedules, negotiated under the provisions of the Employment Relations Act 2000.
- 3.2 It sets out the core terms and conditions of employment for all senior medical and dental officers who fall within its coverage clause.
- 3.3 It provides the minimum terms and conditions of employment that underpin each employee's job description and any additional terms and conditions of employment that may be or have been negotiated and agreed between an employer and employees on an individual or group basis.
- 3.4 The terms and conditions of this multi-employer collective agreement replace all terms and conditions of previous collective agreements except those specifically stated in this document (eg, long service leave, retiring gratuities).
- 3.5 Any other agreement between an employer and one or more employee(s) that provides for terms and conditions of employment that are as favourable or more favourable in respect of that employee or those employees is hereby deemed to be not inconsistent with this Agreement.

4 PARTIES TO THE AGREEMENT

4.1 The parties to this Agreement shall be:

- (a) The Association of Salaried Medical Specialists, referred to in this agreement as “the Association” or “the union”, and
- (b) The following District Health Boards, referred to in this agreement as “the employer” or “an employer”:
 - Waitemata District Health Board
 - Auckland District Health Board
 - Counties Manukau District Health Board
 - Waikato District Health Board
 - Bay of Plenty District Health Board
 - Lakes District Health Board
 - Tairāwhiti District Health Board
 - Hawkes Bay District Health Board
 - Taranaki District Health Board
 - Whanganui District Health Board
 - MidCentral District Health Board
 - Wairarapa District Health Board
 - Hutt Valley District Health Board
 - Capital & Coast District Health Board
 - Nelson Marlborough District Health Board
 - West Coast District Health Board
 - Canterbury District Health Board
 - South Canterbury District Health Board
 - Northland District Health Board
 - Southern District Health Board
 - The New Zealand Blood Service which may subsequently become a party to the agreement.

4.2 This Agreement shall be binding on the parties to it and all employees who fall within its coverage clause who are members of the Association.

4.3 This Agreement will apply to any new district health board established under the New Zealand Public Health and Disability Act 2000 including arising out of a merger of existing district health boards (Clause 4.1).

5 COVERAGE

This Agreement applies to:

Registered medical or dental practitioners employed by any of the parties to this agreement, provided that coverage shall be further limited to such medical or dental practitioners:

- whose duties include the practice of medicine or dentistry, as defined from time to time by law or the Medical or Dental Councils of New Zealand; and
- who are required as a condition of their employment to hold a current practising certificate;

Other than any medical or dental practitioner (as defined above) who is employed as a house surgeon, house physician or registrar. However, registered medical or dental practitioners employed as senior medical or dental officers who are completing their vocational training are entitled to be covered by this Agreement.

6 ROLE OF THE ASSOCIATION

The employer acknowledges the role of the Association of Salaried Medical Specialists as the representative of employees who are covered by the agreement and who are members of the Association, for all purposes relating to the negotiation, interpretation, application and enforcement of this agreement.

7 NEW EMPLOYEES

7.1 During the term of this Agreement, an employer who offers employment to a prospective employee falling within the coverage clause of this Agreement shall, at the time of offering employment, advise that person of:

- (a) the existence of this Agreement and their right to be employed under it, subject to their joining the Association;
- (b) the existence and role of the Association in negotiating the Agreement;
- (c) how to contact the Association for advice in respect of the offer of employment.

7.2 The employer will also advise prospective employees of these matters after the agreement has expired for so long as negotiations for its replacement are continuing.

8 VARIATION

8.1 The parties accept that there may be provisions within this Agreement or that circumstances may arise during its term that warrant the negotiation of a variation to the Agreement prior to its expiry date.

8.2 Any subsequent variation will not take effect until it is recorded in writing and signed by all parties.

9 MUTUAL OBLIGATIONS

9.1 The parties acknowledge that an essential feature of any employment relationship is that it is based on mutual trust and confidence and fair dealing between the parties.

9.2 The parties undertake to behave towards one another in a manner that will maintain and strengthen such trust and confidence and fair dealing.

9.3 In particular the employer undertakes to be a good employer and will provide the resources and support reasonably necessary to enable the employees to discharge their obligations under this Agreement.

9.4 For their part, the employees covered by this Agreement undertake to apply themselves diligently and conscientiously to the discharge of those obligations.

10 TERM

- 10.1 This Agreement replaces the previous applicable collective agreement which expired on 31 March 2020.
- 10.2 This Agreement shall come into effect on 1 April 2020 and shall expire on 31 March 2021.
- 10.3 Unless otherwise agreed, the parties undertake to begin negotiations for a replacement agreement not later than one month before the expiry date of this agreement.

11 DEFINITIONS

In this Agreement:

- 11.1 “Dental Specialist” means any dental practitioner who is registered by the Dental Council under the Health Practitioners Competence Assurance Act 2003 as a dental specialist in one of the approved branches of dentistry and who is employed in that branch of dentistry or in a similar capacity with minimal oversight.
- 11.2 “Dental Officer” means any dental practitioner who is registered under the Health Practitioners Competence Assurance Act 2003 and who falls within the coverage clause of this Agreement and who is not a dental specialist.
- 11.3 “Medical Specialist” means any medical practitioner who is vocationally registered by the Medical Council under the Health Practitioners Competence Assurance Act 2003 in one of the approved branches of medicine and who is employed in either that branch of medicine or in a similar capacity with minimal oversight.
- 11.4 “Medical Officer” means any medical practitioner who is registered under the Health Practitioners Competence Assurance Act 2003 and who falls within the coverage clause of this Agreement and who is not a medical specialist.
- 11.5 “Full-time employee” means any employee who is employed under this Agreement for forty (40) hours or more on average each week.
- 11.6 “Full pay” means the employee’s usual gross fortnightly earnings (based on their agreed job size and current remuneration schedule).
- 11.7 “Non-clinical duties” means duties not directly associated with the diagnosis or management of a particular patient. They may include administration, attendance at departmental meetings, formal teaching sessions, audit or other quality assurance activities and personal professional development, including journal reading and research. Duties associated with managerial or leadership roles [refer Clause 48.2(e) – Section 5] are not to be included as part of an employee’s non-clinical time.
- 11.8 “Ordinary Hourly Rate” means the hourly rate derived by dividing the employee’s nominal annual base salary rate by 2086.
- 11.9 “Part-time employee” means any employee who is employed under this Agreement for less than forty (40) hours on average each week.
- 11.10 “Redundancy” means a situation where an employee’s employment is terminated or changed, whether by an increase or decrease in hours, a change from full-time to part-time or from part-time to full-time and the termination or change is attributable to the operational requirements of the employer. However, where a reduction in hours does not reduce the employee’s weekly average to below 40, severance shall not apply.

11.11 "Service" means all total aggregated service as a salaried medical or dental practitioner with any New Zealand district health board (or predecessors), university, government department or ministry, statutory body, or the armed services. Provided that this definition shall not apply for the purposes of any grandparented entitlements e.g. long service leave and retiring gratuities, or any other service-related entitlement in this Agreement that expressly includes its own definition of qualifying service.

Further, placement on the salary scale will be in accordance with Clause 12.2(a) below. The length of service for parental leave (Clause 28 below) means current continuous service (i.e. broken by periods of no more than three months) in the employment of the employer.

PART TWO - REMUNERATION AND HOURS OF WORK

12 SALARIES

- 12.1 Employees shall be entitled to an annual base salary rate drawn from one of the salary scales in Clauses 12.4(a) and 12.4(b), below. The rates in these scales are for full-time employees with an agreed job size of 40 ordinary hours a week.
- 12.2 Advancement through Salary Scales
- (a) The initial placement of an employee on the applicable salary scale shall be negotiated between the prospective employee and employer, in consultation with the clinical director (or equivalent) of the applicable service. To ensure maintenance of internal equity, placement of new employees shall take into account years of relevant experience and relevant qualifications, and align with the placement of the existing employed workforce with similar qualifications and experience.
 - (b) Thereafter, advancement through the salary scales shall be annual, subject to satisfactory performance of the employee's agreed duties and responsibilities.
 - (c) If the employer begins to develop concerns that an employee's performance may not justify advancement to the next step, those concerns must be raised with the employee in writing at the earliest practical opportunity before the due date of advancement to provide the employee with a reasonable opportunity to address them. An employee who is not notified of any such concerns before their due date shall be entitled to advance to the next step on their due date.
 - (d) An employee who is declined salary advancement may seek a review of that decision by a review panel whose members shall be agreed between the employer and the Association.
 - (e) Employees shall not be denied advancement if their failure to achieve satisfactory performance of agreed duties and responsibilities was due to factors beyond their control.
 - (f) In exceptional circumstances, subject to the agreement of the Chief Executive and the Chief Medical Officer, a Medical or Dental Officer may be placed on the specialist scale.
- 12.3 An employee's actual annual salary shall be calculated by multiplying their ordinary hourly rate (as defined in Clause 11 of this Agreement) by the number of hours in their agreed job size for a full year. Provided that the method of calculating an employee's actual annual salary (by using a system of "tenths" or "sessions") as contained in the 1 July 2003 to 30 June 2006 collective agreement (refer Schedule 2 of that agreement) shall continue to apply to those employees for whom it is more advantageous until those employees' job size is changed by mutual agreement, from which point the provision in Clause 12.3 for salary calculation shall apply.

12.4 Base Salary Scales

(a) Medical and Dental Specialists (including principal dental officers)

| Step | 1-Apr-19 | 6-Apr-20 |
|------|----------|----------|
| 15 | 240,000 | 244,560 |
| 14 | 233,500 | 237,937 |
| 13 | 227,500 | 231,823 |
| 12 | 221,000 | 225,199 |
| 11 | 213,500 | 217,557 |
| 10 | 208,000 | 211,952 |
| 9 | 202,691 | 206,542 |
| 8 | 197,385 | 201,135 |
| 7 | 192,079 | 195,729 |
| 6 | 186,773 | 190,322 |
| 5 | 181,467 | 184,915 |
| 4 | 176,161 | 179,508 |
| 3 | 170,854 | 174,100 |
| 2 | 165,548 | 168,693 |
| 1 | 161,304 | 164,369 |

(b) Medical and Dental Officers

| Step | 1-Apr-19 | 6-Apr-20 |
|------|----------|----------|
| 14 | 186,261 | 189,800 |
| 13 | 181,261 | 184,705 |
| 12 | 176,161 | 179,508 |
| 11 | 168,997 | 172,208 |
| 10 | 163,957 | 167,072 |
| 9 | 159,181 | 162,205 |
| 8 | 154,140 | 157,069 |
| 7 | 149,365 | 152,203 |
| 6 | 144,324 | 147,066 |
| 5 | 139,549 | 142,200 |
| 4 | 134,508 | 137,064 |
| 3 | 129,733 | 132,198 |
| 2 | 125,488 | 127,872 |
| 1 | 121,243 | 123,547 |

12.5 Absence due to Approved Unpaid Leave

- (a) Notwithstanding any of the provisions of this clause, an employee on approved parental leave under Clause 28 of this Agreement shall receive their annual salary advancement on the due date, when it falls during the period of leave.
- (b) Subject to meeting the threshold of satisfactory performance an employee is entitled to receive their annual salary advancement unless they have had more than six months of approved unpaid leave in the period under review.
- (c) Employees who have had more than six months approved unpaid leave shall be paid a pro rata lump sum payment on their advancement date subject to satisfactory performance in the period worked.
- (d) The pro rata payment will be calculated on the difference between their current salary step and the next step on the salary scale.
- (e) Notwithstanding this provision, however, subject to meeting the threshold of satisfactory performance, employees are entitled to receive their full annual salary advancement if their unpaid approved leave is for the purpose of gaining further experience or professional development relevant to their duties and responsibilities.

13 HOURS OF WORK AND JOB SIZE

13.1 An employee's hours of work and job size shall be mutually agreed and shall objectively reflect the requirements of the service and the time reasonably required for the employee to complete their agreed duties and responsibilities, as set out in their job description.

13.2 An employee's job size is the average weekly number of hours the employee is required to undertake:

- (a) routine duties and responsibilities, including such scheduled activities as out-patient clinics, theatre lists and departmental meetings;
- (b) non-clinical duties and responsibilities [refer to Clause 48.2(d)];
- (c) duties at locations other than the usual workplace; and
- (d) rostered after hours' on-call duties, including telephone consultations and other relevant discussions.

13.3 Payment for Rostered After Hours On-Call Duties

- (a) Employees shall be paid at their ordinary hourly rate for any duties and responsibilities falling within category (a), (b) and (c) of Clause 13.2 above and at time-and-a-half their ordinary hourly rate for any duties and responsibilities falling within category (d) above.
- (b) Where an applicable previous collective agreement provided higher hourly, or equivalent, rates than those specified above in this Agreement, those higher rates will continue to apply for all employees employed by that employer.
- (c) Those district health boards where higher hourly, or equivalent, rates in the previous applicable single employer collective agreements apply for current and new employees are Waitemata (double the ordinary hourly rate) and Bay of Plenty (triple hourly rate of Step 1 of Clause 12.4(a) or Step 1 in Clause 12.4(c) above, as applicable).
- (d) In the event that an employee(s) is already receiving additional remuneration for rostered after-hours on-call duties from an employment agreement not covered by Sub-Clauses (b) and (c) above, it is not the intention of the parties that the employee(s) will be paid twice for these duties.

13.4 Absence of Resident Medical or Dental Officers

- (a) In situations when employees are requested to undertake additional duties arising from the immediate and unexpected absence of a resident medical officer or dental officer the following arrangement shall apply. The parties acknowledge that such occasions will be rare but when they do occur the parties agree that the employee concerned shall be paid for that additional work at a premium hourly rate calculated on Step 6 as a minimum of the specialist salary scale divided by 2,086 and multiplied by 2.
- (b) This clause shall only apply in circumstances where a resident medical officer is normally on duty and not in circumstances where a resident medical officer is not usually employed by the employer or where the impact of the absence of the resident medical officer is minimal and/or can be covered by another medical officer or resident medical officer.
- (c) Where employees currently receive payment through job sizing to cover absences of resident medical officers then no additional payment under this clause shall be made.

Note: This clause only takes effect when the situation as described occurs.

13.5 An employer and the Association may agree upon an alternative system of remuneration combining rostered after hours call duties (Clause 13.3) and the availability allowance (Clause 14) which shall be incorporated into an agreed memorandum of understanding.

13.6 Recovery Time

Services that operate a shift system or an after-hours' call roster are expected to have agreed arrangements in place that allow an employee to have an adequate break without deduction from full pay before commencing work following periods of on call related work or shift work where the employee is too fatigued to safely undertake their next scheduled activity.

14 AVAILABILITY ALLOWANCE

- 14.1 An employee on an after-hours' roster shall be paid an availability allowance in accordance with Schedule 1.
- 14.2 The level of the allowance shall take into account the frequency of the call, the immediacy of the required response, the immediacy required for attendance at work, and the availability and experience of resident medical and dental officers.

15 RECRUITMENT AND RETENTION BENEFITS

- 15.1 The employer may agree to provide additional benefits, including special allowances, to employees in those services where recruitment and retention has or may become a serious problem.
- 15.2 The level and nature of any recruitment and retention benefits that may be provided shall be fair and transparent and have regard to similar recruitment and retention benefits provided by the employer in other services.
- 15.3 When providing a recruitment and retention benefit in a service for the first time, the employer shall review the salaries and benefits of existing employees in the same service with a view to ensuring fairness and consistency.

16 SPECIAL CONTRIBUTIONS BENEFITS

The employer may agree to provide additional benefits, including a personal allowance, to any employee who has special skills or responsibilities within a service or who makes a special contribution to their profession or to the employer.

17 SUPERANNUATION

- 17.1 The employer will make the required employer contribution in respect of any of the superannuation schemes operated by the National Provident Fund or the Government Superannuation Fund to which an employee belongs.
- 17.2 In respect of other employees not covered by Clause 17.1 above, the employer will pay a matching subsidy (the subsidy) up to a maximum of 6% of an employee's gross taxable salary at the rate of one dollar for each dollar the employee contributes to an approved superannuation scheme of the employee's choice provided that the subsidy shall be reduced by the amount, if any, that the employer is required to contribute or is contributing to the employee's KiwiSaver scheme or complying superannuation fund (as those terms are defined by the KiwiSaver Act 2006).
- 17.3 Allowances or other payments that have been expressly negotiated and paid for obstetric services previously undertaken in terms of a Section 88 Notice shall not form part of an employee's gross taxable income for superannuation purposes.
- 17.4 Employers will allow a minimum of five participation agreements. However employers will contribute in the prescribed manner to any registered superannuation scheme that a newly recruited employee brings with them from their previous employer who is also a party to this Agreement. The employer will contribute in the prescribed manner to any KiwiSaver scheme or complying superannuation fund that the employer is required to under the KiwiSaver Act 2006.
- 17.5 An employee may elect to transfer from one approved scheme (including the National Provident Fund and Government Superannuation Fund) to another and the employer's obligation to make the appropriate employer contribution shall continue after such election subject to the limits set out in Clause 17.2 above. In accordance with the KiwiSaver Act 2006 employees may only contribute to one KiwiSaver scheme at once.
- 17.6 New employees who apply to join an approved superannuation scheme within three months of commencement of employment shall be entitled to the employer's matching contribution backdated to the date of the employee's commencement of employment. For other employees the employer's matching contributions will be backdated to the date of the employee's application to join an approved scheme.
- 17.7 Each employer and the Association will work together to ensure that the requirements of the State Sector Act 1988 and the KiwiSaver Act 2006 in regard to superannuation are complied with. Any process necessary to ensure compliance is to be agreed by the affected employer and the Association.

18 PAYMENT OF SALARY

Salaries shall be paid fortnightly, by direct credit to a bank account in New Zealand of the employee's choice.

19 SHIFT WORK

- 19.1 In the event that the employer is proposing to introduce shift work there will be prior agreement between the employer, the affected employees and the Association over applicable terms and conditions of employment before such shift work commences.
- 19.2 For employees in Emergency Departments, Intensive Care Units or High Dependency Units and other departments or services as agreed between the union and the employer, where a shift system is in place or is introduced, all hours worked between 1900 and 0800 hours Monday to Friday shall be paid at time and a half of the ordinary hourly rate and all hours worked on weekends or public holidays shall be paid at time and a half of the ordinary hourly rate.

19.3 During the term of this Agreement the parties will review the safety of shift rostering practices.

20 RETIRING GRATUITIES

Current grandparented entitlements in affected district health boards shall continue to apply to those eligible employees covered by this Agreement. In those district health boards where the gratuity is not already grandparented, it will be grandparented to those employees employed on 23 December 2004.

21 WORK-RELATED EXPENSES

21.1 Reimbursement of Expenses

The employer shall meet the cost of or reimburse employees for work-related expenses, including those listed in Clause 21.2 in accordance with the provisions of Clause 21.3.

21.2 Work-Related Expenses

- (a) the annual practising certificate, including disciplinary levies;
- (b) other necessary licences e.g. radiation licence;
- (c) Medical Protection Society membership or an agreed alternative;
- (d) vocational registration fees relevant to duties and responsibilities with the employing DHB;
- (e) college membership fees, where membership of the particular college(s) is necessary for the employee's employment;
- (f) membership of other approved professional associations relevant to the employee's duties and responsibilities;
- (g) fees for accredited maintenance of professional standards (MOPS) or similar programmes;
- (h) tuition and other course fees to obtain a vocational scope of practice or other clinical training, approved by the employer. In these situations the employer shall also approve paid leave for the employee to undertake such training;
- (i) part-time employees with a vocational scope of practice whose work within that scope is undertaken for only one employer shall be reimbursed the professional fees associated with that scope by that employer, notwithstanding that they may be employed or derive income from a medical or dental practice elsewhere in another vocational scope of practice.

21.3 Employees shall be reimbursed on the following basis:

- (a) Full-timers who work for only one district health board shall be reimbursed the full cost by that employer;
- (b) Employees who work for more than one district health board and whose combined job size with those district health boards is full-time (as defined under this Agreement) shall be reimbursed the full cost, with each employer sharing that cost in the same proportion that their employee's job size bears to the employee's total job size with all district health board employers;
- (c) Part-timers who are employed by only one district health board and have no other medical or dental practice shall be reimbursed the full cost;

- (d) Employees who work for more than one district health board and whose combined job size with those district health boards is less than full-time (as defined under this Agreement) and who have no other medical or dental practice shall be reimbursed the full cost, with each employer sharing the cost in the same proportion that their employee's job size bears to the employee's total job size with all district health board employers;
- (e) Other part-time employees shall be reimbursed pro rata, according to their job size.

Note: Reimbursement will be at no greater than 100% of the invoiced expense.

21.4 The employer shall meet or reimburse in full the actual and reasonable costs that may be incurred by an employee who is required by their employer to travel out-of-town for meetings, other business or clinical duties.

21.5 Telephone Calls and Rental

Employees who are required to be on call shall be reimbursed the full cost of a standard home telephone rental. Payment shall be by a regular fortnightly allowance. Employees shall also be reimbursed for all work-related toll calls. The employer and employees may agree on other arrangements in lieu of this provision.

21.6 Car Parking

Existing car parking provisions in the previously applicable collective agreements shall continue to apply for current and new employees employed by the applicable district health boards. These arrangements provisions are contained in Schedule 2.

Where an employee is required to work or is called in to the service during the hours of darkness suitable safe vehicle parking will be arranged and/or arrangements will be in place to ensure that employees are not put at risk leaving or returning to their cars.

21.7 Use of Personal Motor Vehicle

Where an employer vehicle is unavailable or its use impractical, employees shall be reimbursed the actual and reasonable costs of using their personal motor vehicle, at not less than the rates allowed by the Inland Revenue Department, in the course of their employment, including when they are required:

- (a) to travel to and from work outside their normal hours of duty;
- (b) to travel between workplaces;
- (c) to undertake any other approved travel.

22 RELOCATION COSTS

The employer and prospective employee will negotiate on the level of reimbursement of reasonable transfer and relocation expenses prior to appointment. Current policies and practices of each employer will be reviewed by the Joint Consultation Committees established under Clause 55 of this Agreement.

PART THREE - PROVISIONS RELATING TO LEAVE

23 ANNUAL LEAVE

23.1 All employees shall be granted six weeks annual leave (pro rata for part time employees) on full pay. Subject to the provisions below, all annual leave shall be taken in accordance with the provisions of the Holidays Act 2003.

23.2 When an employee ceases their employment, the employer shall pay them for any outstanding and accrued annual leave, at their full rate of pay.

23.3 With the approval of the employer, annual leave may be taken in advance.

23.4 An employee with over 20 years' current continuous service may apply to take one year's annual leave in advance for the purpose of having an extended holiday such as an overseas trip.

23.5 Extra Leave for Shift Employees

This clause (23.5) applies only to Waikato, Hutt Valley, South Canterbury and Southern (in respect of all sites that were formerly part of the Otago DHB) District Health Boards.

Dental officers who work shifts and medical officers employed full-time in emergency departments and who work shifts that involve at least two additional hours worked outside the hours of 0700 to 2100 will, on completion of 12 months employment on shift work become entitled to additional leave according to the table below:

| Number of duties per annum | Number of days additional leave per annum |
|----------------------------|---|
| 121 or more | 5 |
| 96 – 120 | 4 |
| 71 – 95 | 3 |
| 46 – 70 | 2 |
| 21 – 45 | 1 |

A pro-rata entitlement will be given to dental officers who work part time. Casual employees are not entitled to receive extra leave for doing shift work.

Provided that employees will not be disadvantaged by the implementation of the above. Accordingly whatever entitlements they enjoyed under their previous applicable collective agreement will be preserved.

24 PUBLIC HOLIDAYS

24.1 Holidays Act

The parties confirm the right of employees covered by this Agreement to be paid in accordance with Section 50 of the Holidays Act 2003 for working on a public holiday.

24.2 Public Holidays

- (a) Employees shall be granted leave on full pay on any of the following public holidays or any days “substituted” by law:
- New Year's Day
 - The day after New Year's Day
 - Waitangi Day
 - Good Friday
 - Easter Monday
 - ANZAC Day
 - Sovereign's Birthday
 - Labour Day
 - Christmas Day
 - Boxing Day
 - Provincial Anniversary Day.
- (b) An employee may be required to work or to be available (i.e. on call) to work on any of the listed public holidays (or substituted days) provided that such employees will be granted a full day in lieu, without loss of pay, on a later mutually convenient date.

24.3 Public Holidays Falling During Periods of Paid Leave or on a Day Off

- (a) When a public holiday or substituted day falls during any period of annual leave, the public holiday shall not be debited against such leave.
- (b) When a public holiday or substituted day falls on a day when the employee is undertaking approved professional development and education, the employee shall be granted a full day in lieu, without loss of pay, on a later mutually convenient date.
- (c) A shift worker who has a rostered day off on a public holiday or substituted day shall be granted a full day in lieu, without loss of pay, on a later mutually convenient date.
- (d) An employee shall not be entitled to payment for a public holiday or substituted succeeding day falling during a period of leave without pay unless the employee has worked during the fortnight ending on the day on which the holiday is observed.
- (e) An employee shall, during a period of reduced pay, be paid at the same reduced rate for public holiday or substituted succeeding days falling during the period of such leave.

25 LONG SERVICE LEAVE

- 25.1 Employees are entitled to two weeks long service leave after each 10 years of continuous service as a salaried medical or dental practitioner in New Zealand (or with an overseas health organisation approved by the New Zealand government as part of a foreign policy programme).
- 25.2 Long service leave is to be taken in one continuous spell within five years of qualifying, except where an employee had an entitlement to long service leave under a previous employment agreement.
- 25.3 The employer will approve an equivalent cash payment to the surviving spouse (or estate) of a deceased employee who otherwise would have been eligible for this leave.
- 25.4 Where continuous service is interrupted by a period of post-graduate medical training overseas and where the employee has subsequently returned to employment in New Zealand, then such service will be regarded as continuous for the purposes of long service leave.

- 25.5 Employees who are eligible for long service leave at the date of retirement or resignation are entitled to the equivalent (e.g. one or two weeks) salary in lieu of leave.
- 25.6 The following transitional provisions apply:
- (a) The employer shall continue to recognise long service leave entitlements for those employees who, as at 30 June 2017, still have entitlements under Schedule 3 of the Collective Agreement that expired on 30 June 2016 (the Schedule).
 - (b) For these employees, clause 25.1 above takes effect the day after those employees become eligible for their last leave entitlement under the Schedule (with the first leave entitlement under clause 25.1 being 10 years from that date).
 - (c) Employees who commence employment at a DHB that had a current entitlement to long service leave at 30 June 2017, shall be entitled to leave as per clause 25.1, and will have their previous service recognised per clause 25.1 above.
 - (d) For employees who, as at 30 June 2017, had no entitlement to long service leave under the Schedule, service under clause 25.1 above will be recognised from 3 July 2017.

26 ONEROUS DUTIES LEAVE

Onerous duties leave entitlements which formed part of previously applicable collective agreements immediately prior to the 1 July 2003 to 30 June 2006 Agreement will continue to apply for current and new employees. These entitlements are contained in Schedule 4.

27 LEAVE FOR ILLNESS, ACCIDENT AND BEREAVEMENT

- 27.1 Employees are entitled to reasonable leave on full pay in the event of their personal illness or accident or that of a close family member, and on the bereavement of someone with whom they have had a close association.
- 27.2 This provision includes any statutory entitlement to paid special leave for similar purposes.
- 27.3 An employee who falls ill during a period of approved annual leave may be entitled to paid sick leave for the period of that illness and have those days credited back to their annual leave balance. The employer may require a medical certificate where the period of the illness exceeds three working days. Similarly an employee who suffers bereavement during a period of annual leave, for which they would otherwise have been entitled to paid bereavement leave under Clause 27.1, shall have that time credited back to their annual leave record.
- 27.4 Where the absence on account of illness or accident exceeds five working days the employer may require the employee to produce a medical certificate for verification. The employer shall have the right to require the employee to undergo an independent medical assessment paid for by the employer.
- 27.5 When a period of leave on account of accident or illness exceeds three months the employer is entitled to seek a review of the employee's condition and likely fitness to return to work. The review will be done by a representative of the employer, a representative of the employee and a mutually agreed medical practitioner, or such other group as the employer and employee may agree.
- 27.6 The reviewers shall advise the employer on the prospects and timing of the employee being fit to return to normal or other duties.

- 27.7 On receipt of that advice, the employer after consulting the employee and taking into account any other relevant information, shall decide whether to extend the period of sick leave (with or without pay) or to terminate the employment. Termination in these circumstances shall be on notice.

28 PARENTAL LEAVE

The following provisions are to be read in conjunction with the parental leave and employment protection act 1987 (the “act” in this clause). The parties acknowledge that the following provisions are intended to be in their overall effect, as favourable to employees as, or more favourable to employees than, the rights and benefits provided for in parts 1 to 5 of the act, and comprehensive in their effect.

28.1 General Entitlement

- (a) Employees who are primary carers as defined in the Act are entitled to the following:
 - (i) Parental leave of up to twelve months without pay for employees with at least one year’s service at the time of commencing leave.
 - (ii) Parental leave of up to six months without pay for employees with less than one year’s service at the time of commencing leave.
- (b) Employees intending to take parental leave are required to give not less than three months’ notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner or midwife certifying the expected date of delivery. The provision is waived in the case of adoption or circumstances outside the control of the employee.
- (c) Employees are required to give at least one month’s notice of return to work.
- (d) The maximum period of parental leave may be taken by either the employee exclusively or may be shared by the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer.
- (e) The parental leave may be taken in more than one continuous period, with the start and finish dates of each additional period, and any extension of parental leave past the anniversary date of the commencement of parental leave, to be agreed between the employer and the employee.
- (f) An employee returning from parental leave may request the employer to vary the proportion of full-time employment from that which applied before the leave was taken. The granting of such a request shall be at the discretion of the employer.

28.2 Paid Parental Leave

- (a) Where an employee is granted leave in terms of Clause 28.1 above and assumes the primary carer role, he/she shall be paid for a period of up to six weeks on full pay, beginning at the start of the leave period. Except that where the employee is in receipt of the statutory paid parental leave payment in accordance with the Parental Leave and Employment Protection Act 1987, the employer shall instead pay the employee the difference between the weekly statutory payment and the employee’s full pay for the period of up to 14 weeks. Where both partners choose to share the primary care, the payment shall be split (irrespective of whether or not both are employed by the employer) in accordance with those employees’ wishes.

- (b) The partner of the primary caregiver shall be granted paid leave of up to two weeks on full pay. Such leave shall be continuous and shall be taken within a period commencing three weeks prior to the expected date of delivery (adoption) and ending three weeks after the actual date of delivery (or adoption). Variations to this period may be agreed between the employee and the employer in order to meet the special needs of the child such as premature birth or placement prior to adoption. An employee availing him or herself of this entitlement shall not be eligible for paid parental leave pursuant to sub-Clause (a) above.
- (c) Where, for reasons pertaining to the pregnancy, an employee, on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to the taking of leave, then the calculation of payment for the parental leave shall be based on the proportion of full-time employment immediately prior to any such enforced reduction in hours.
- (d) Where an employee is absent on parental leave for less than 14 weeks, he/she shall be paid for the period of leave taken.

28.3 Job Protection

- (a) Subject to 28.4 below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:
 - (i) at the equivalent salary,
 - (ii) at the equivalent job size and hours of work;
 - (iii) in the same location or other location within reasonable commuting distance; and
 - (iv) involving responsibilities broadly comparable to those experienced in the previous position.
- (b) Where applicable, employees shall continue to be awarded their salary advancement when their date falls during absence on parental leave.
- (c) Parental leave shall be recognised towards service-based entitlements, ie: annual leave and sick leave. However, parental leave will not contribute to Retiring Gratuities allowance calculations.

28.4

- (a) Where possible, the employer must hold the employee's position open or fill it temporarily until the employee's return from parental leave. However in the event that the employee's position is a "key position" (as contemplated in the Parental Leave and Employment Protection Act 1987), the employer may fill the position on a permanent basis.
- (b) Where the employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 28.3 (a) above) is not available, the employer may approve one of the following options:
 - (i) an extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or
 - (ii) an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 28.4(b)(i) above for up to 12 months; or

- (iii) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 28.4(b)(i) above for up to 12 months: provided that, if a different position is accepted and within the period of extended parental leave in terms of 28.4(b)(i), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or
- (iv) where extended parental leave in terms of 28.4(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under Clause 45 of this agreement.
- (c) If the employee declines the offer of appointment to the same or similar position in terms of sub Clause 28.3(a) above, parental leave shall cease.
- (d) Where, for reasons pertaining to the pregnancy, an employee on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to confinement, then the guaranteed proportion of full-time employment after parental leave shall be the same as that immediately prior to such enforced reduction in hours.
- (e) Parental leave absence filled by temporary appointee - If a position held open for an employee on parental leave is filled on a temporary basis, the employer must inform the temporary appointee that their employment will terminate on the return of the employee from parental leave.
- (f) Employees on parental leave may from time to time and by agreement work occasional duties during the period of parental leave and this shall not affect the rights and obligations of either the employee or the employer under this clause.

28.5 Limits on Hours for Pregnant Employees

Employees are entitled to reduce hours of work as follows: -

- (a) From 28 weeks of pregnancy (or earlier if considered medically appropriate by the employee's lead maternity carer) reduced after-hours on call work or if employed on shifts reduced evening and/or night shifts.
- (b) From 32 weeks of pregnancy (or earlier if considered medically appropriate by the employee's lead maternity carer) no days in excess of 8 hours per day.
- (c) From 36 weeks of pregnancy (or earlier if considered medically appropriate by the employee's lead maternity carer) no acute work.
- (d) DHBs will take appropriate steps to manage the impact of an employee's decision to reduce hours of work under this clause.

29 ATTENDANCE AT PROFESSIONAL MEETINGS

29.1 An employee who is elected, seconded or otherwise appointed in their professional capacity to a position by or with any of the organisations listed below shall be entitled to leave on full pay to attend meetings of those bodies:

- The Ministry of Health and other government departments or statutory bodies;
- The Medical and Dental Councils of New Zealand;
- Medico-legal disciplinary bodies e.g. the Health Practitioners Disciplinary Tribunal;
- Medical and Dental Colleges and professional medical or dental associations;

- The New Zealand Medical and Dental Associations and the Association of Salaried Medical Specialists.

29.2 Employees may also be granted leave on full pay to attend meetings convened by the Ministry of Health and other government departments, agencies or statutory bodies where they have been invited to attend or are doing so in their professional capacity. Applications for leave shall not be unreasonably withheld.

29.3 Employees who have been appointed or invited by a College or professional association to teach and examine trainees, or to participate in other clinical training programmes, including advanced life support and resuscitation courses, shall be granted leave on full pay to do so.

30 JURY SERVICE AND WITNESS LEAVE

Where an employee is required for jury service or is subpoenaed before the Court as a witness the employer will continue to pay the employee's normal salary. Any fees paid to the employee by the Court must be repaid to the employer. The employee may retain any expenses paid by the Court.

PART FOUR - UNION REPRESENTATION

31 UNION AND BARGAINING FEES

31.1 On the written authorisation of the employee, the employer shall deduct the union fee fortnightly (or at other authorised intervals) from the employee's remuneration. The employer shall forward these deductions to the union not less frequently than quarterly.

31.2 Bargaining Fee

The Bargaining Fee has been reserved for the period of 1 April 2020 to 31 March 2021. Clause 31.2 Bargaining Fee will be included (with updated dates as appropriate) in the next ASMS/ DHB MECA.

32 RIGHT OF ENTRY

With the employer's consent, (which shall not be unreasonably withheld) the Association's authorised representatives may enter the employer's property at all reasonable times to meet union members and prospective union members to discuss the negotiation, re-negotiation, application and enforcement of this Agreement. In exercising this right, the Association's representatives shall not interfere unreasonably with the employer's business.

33 STOPWORK MEETINGS

33.1 The employer shall allow Association members to attend at least two union meetings, each of up to two hours' duration, on full pay in each calendar year.

33.2 The Association shall give the employer at least 14 days' notice of the date and time of a union meeting.

33.3 The Association shall make such arrangements with the employer as may be reasonable to ensure the employer's essential activities are maintained during the union meeting.

33.4 Normal duties shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any Association member for more than two hours in respect of any meeting.

33.5 Only Association members who actually attend a union meeting shall be entitled to pay in respect of that meeting and the employer may require the Association to supply a list of members who attended and advice of the time the meeting finished.

34 PAID EMPLOYEE REPRESENTATIVES EDUCATION LEAVE

34.1 The employer shall provide paid employee representatives education leave calculated on the basis of three days for the first five Association members (pro rata full time equivalent) employed by the employer, a further 5 days where the employer employs between 6 and 50 members and one day for every eight Association members (pro rata full time equivalent) thereafter employed by the employer.

34.2 This leave is for education programmes approved by the Association. The Association shall advise the employer, with not less than three weeks' notice, of the names of the employees who will be exercising this entitlement. The provisions of this clause shall be inclusive of leave entitlements under Part 7 of the Employment Relations Act 2000.

PART FIVE - PROFESSIONAL MATTERS

35 QUALITY IMPROVEMENT ENVIRONMENT

35.1 Quality Improvement

- (a) In recognition of the on-going need to improve the quality of clinical services the employer is committed to providing a quality improvement environment which supports openness, honesty and the freedom to identify and admit mistakes or errors of judgement.
- (b) It is recognised that there is a difference between errors that may be defined as normal variations in performance and those errors resulting from negligence. Within this context there is no place for a punitive reaction to errors that are not the result of negligence.
- (c) The employer and employees are committed to fostering this environment, and to this end will work together to implement quality improvement initiatives including credentialling.

35.2 Credentialling

Credentialling processes and implementation are matters to be agreed between the employer and affected employees. Credentialling will also consider the resources required for a particular service.

36 PROFESSIONAL DEVELOPMENT AND EDUCATION

36.1 Professional Development

- (a) The employers recognise the importance of actively encouraging their employees to undertake professional development and education.
- (b) Clinical leaders (including Clinical Directors / Heads of Department, Chief Medical Officers) are critical to good engagement as clause 1.1 of this document. When a DHB requires an employee covered by the collective agreement (who is formally engaged in a clinical leadership position) to complete training, the employee will be entitled to undergo suitable funded training for such roles in addition to the allowances in 36.2 below.

Where an employee covered by the collective agreement expresses an interest in training for a future role in a clinical leadership position and such training is agreed by the DHB the employee will be entitled to undergo suitable funded training in addition to the allowances in 36.2 below. A contribution to the costs of this training, in whole or part, from the SMO's CME entitlement may be agreed.

- (c) Employees are entitled to use their accrued continuing medical education expenses to support secondments (Clause 36.4) and sabbaticals (Clause 36.5).
- (d) Where a DHB agrees that employees may use their accrued CME expenses to purchase and own laptops and electronic aids this shall be where the main purpose is to support their continuing medical education and not provided under Clause 53.
- (e) The provisions of this clause shall not apply to locums or fixed term employees who are engaged for six months or less.

36.2 Continuing Medical Education

- (a) The employer requires employees to be fully informed, and where possible, practised in developments within their profession. To facilitate this, employees will be entitled to leave for 10 working days (pro rata for part-time employees) continuing education each calendar year, plus the agreed reasonable travelling time. This provision may be accumulated for three years entitlement. This accumulation may be increased for up to five years subject to submission of a specific plan for the utilisation of the accumulated period and the approval of the employer which should not be unreasonably withheld.
- (b) Employees shall be reimbursed actual and reasonable expenses of up to \$16,000 per annum (GST exclusive) and accumulated on the same basis as the working days (a) above. This reimbursement is pro rata for part-time employees except that part-time employees whose only income from medical or dental practice is derived from their employment with one employer shall be entitled to the full reimbursement.
- (c) Employees who are enrolled in two or more maintenance of professional standards (MOPS) programmes shall be reimbursed up to an additional \$500 per annum (i.e. \$16,500).
- (d) This limit on the reimbursement of continuing medical education expenses in (c) above will not apply to Whanganui and Wairarapa who did not have a financial limit specified in the applicable previous collective agreement). The Association and these employers during the term of this Agreement may agree to apply this limit including on an agreed trial basis. The Association and other employers may agree to remove this limit during the term of this Agreement including on an agreed trial basis.
- (e) Employees shall receive time-in-lieu for each day on which they undertake approved continuing medical education or professional development on a weekend, a New Zealand public holiday, rostered day off or on a day that they do not work for the employer. The granting of a day in lieu will result in the deduction of an equivalent time from the employee's CME leave entitlement as per 36.2 (a).

36.3 Calculation of an individual employee's entitlement to the expenses shall be on the following basis:

- (a) Full-timers shall be entitled to the full amount;
- (b) Employees who work for more than one district health board and whose combined job size with those district health boards is full-time (as defined under this Agreement) shall be reimbursed the full amount, with each employer sharing that amount in the same proportion that their employee's job size bears to the employee's total job size with all district health board employers.
- (c) Employees who work for more than one district health board and whose combined job size with those district health boards is less than full-time (as defined under this Agreement) and who have no other medical or dental practice shall be reimbursed the full amount, with each employer sharing the amount in the same proportion that their employee's job size bears to the employee's total job size with all district health board employers;
- (d) Part-timers who are employed by only one district health board and have no other medical or dental practice shall be entitled to the full amount;
- (e) Other part-time employees shall be entitled to the full amount pro rata, according to their job size.

Note: CME expenses will not exceed 100% of entitlement.

36.4 Secondment

Employees may apply for a secondment of two weeks every three years to a recognised unit or posting for the purpose of professional development and upgrading skills which is relevant to their duties and responsibilities.

36.5 Sabbatical

- (a) After every six years of service, an employee may apply for sabbatical leave of three months, or other agreed period, on full pay, whether as a continuous period or a series of separate periods, to spend time at other clinical units or centres, universities or research institutes or working (or volunteering) for a medical charity for the purposes of strengthening or acquiring clinical knowledge or skills or undertaking an approved course of study or research in matters relevant to their clinical practice.
- (b) "Service" for the purpose of sabbatical leave entitlement means service as a senior medical or dental officer in New Zealand with one or more District Health Boards.
- (c) Applications for participating in the programme in advance of the standard eligibility criteria (in other words, attaining six years of service) can be considered by a sub-committee of the Clinical Board (or equivalent body) which will include a nominee of the Senior Medical Staff Committee that is recognised in this role by the Association. The sub-committee will make a recommendation to the Chief Executive. In making a recommendation to the Chief Executive, the sub-committee will consider the relevance of the application to the employee's job description, service requirements, funding arrangements and the time at which such a programme can be taken.
- (d) The approved sabbatical programme is to be taken within six years of it becoming available, and where practical the planned dates for the programme must be agreed with the employer at least one year in advance.
- (e) The programme intended by the employee will be subject to approval, which will not be unreasonably withheld, by the relevant clinical director and service or group manager.

36.6 Professional and Organisational Leadership

Employees may receive leave with pay to participate in programmes, courses, conferences and other activities related to the development of professional or organisational leadership as approved by the employer.

36.7 Professional Development Review

- (a) Employees are entitled to, and the employer may require, a regular professional development review with the applicable clinical director or equivalent. This will usually occur on an annual basis.
- (b) The review should consider such matters as development opportunities for the employee including how these meet their duties and responsibilities (including service needs), any professional compliance matters, plans for the use of professional development including continuing education leave and sabbaticals, and work schedules including the balance between clinical and non-clinical time and the outcomes expected of both.

37 RESEARCH AND PUBLICATIONS

The employer shall encourage employees to undertake research relevant to their expertise, experience and employment and to present the results of such research at appropriate scientific meetings and to publish papers and books. In addition to the right to use sabbatical leave, secondment leave or continuing medical education leave for research purposes, special leave and leave without pay may be used for such research activity.

38 INTELLECTUAL PROPERTY RIGHTS

Those intellectual property right arrangements which existed in previously applicable collective agreement that applied immediately prior to this Agreement, shall continue to apply. These arrangements are contained in Schedule 5.

39 PROFESSIONAL AND PATIENT RESPONSIBILITY AND ACCOUNTABILITY

The parties recognise:

- (a) the primacy of the personal responsibility of employees to their patients and the employee's role as a patient advocate;
- (b) that employees are responsible and accountable to the statutory authorities such as the Medical and Dental Councils, established under the Health Practitioners Competence Assurance Act 2003, as applicable, including their relevant policy statements and guidelines; and
- (c) that employees are responsible and accountable to the ethical codes and standards of relevant colleges and professional associations.

40 PUBLIC DEBATE AND DIALOGUE

40.1 In recognition of the rights and interests of the public in the health service, the employer respects and recognises the right of its employees to comment publicly and engage in public debate on matters relevant to their professional expertise and experience.

40.2 In exercising this provision employees shall, prior to entering into such public debate and dialogue, where this is relevant to the employer, have advised and/or discussed the issues to be raised with the employer.

41 PATIENT SAFETY

41.1 Employees who have serious concerns over actual or potential patient safety risks shall make every reasonable effort to resolve them satisfactorily with the employer.

41.2 Where either the Association or the employer believes that the serious concerns remain unresolved, they shall develop a process for resolution of these concerns.

42 INVESTIGATIONS OF CLINICAL PRACTICE

42.1 The purpose of this clause is to address performance concerns relating to clinical practice and its impact on patient safety arising out of a complaint or concern about a practitioner. It is not intended for use where the complaint or concern, on the face of it, does not reflect adversely on the practitioner's clinical competency.

42.2 On becoming aware of a complaint or concern the employer shall promptly make preliminary enquiries to determine whether a more formal and detailed investigation is warranted.

42.3 As part of these preliminary enquiries, the employer shall advise the employee of the complaint or concern and that it is undertaking a preliminary inquiry to determine whether a more formal investigation might be warranted. At this time the employer shall give the employee written advice of the concern and where applicable, a copy of the complaint and advise them of the identity of the complainant or person who brought the particular concern to the notice of the employer.

- 42.4 When it has completed its preliminary inquiries but before making a final determination to proceed with a formal investigation, the employer shall give the employee reasonable time to comment on its proposal to undertake a formal investigation. Alternatively, at this stage in the process the employer may decide not to investigate the concerns further itself and refer them to the appropriate external professional body.
- 42.5 If the employer decides to proceed with its own formal investigation, it shall investigate fairly, thoroughly and as quickly as reasonably possible the complaints or concerns it may have that raise serious questions about the employee's standards of clinical practice. The employer must closely consult the employee on the terms of reference for the investigation and who the investigator or investigators will be
- 42.6 The employer shall ensure the investigation is undertaken as sensitively as reasonably possible with respect to the employee and encourage the employee to seek appropriate professional and other support throughout the process.
- 42.7 Pending the outcome of this investigation, if the employer believes on reasonable grounds that the nature of the complaint or concern raises a serious and ongoing risk of harm to a third party should the employee continue to practice without restriction, after consulting the employee, it may impose restrictions on the employee's clinical practice.
- (a) Such restrictions shall be kept to the absolute minimum consistent with the need to avoid the serious and ongoing risk of harm to a third party.
 - (b) Unless otherwise agreed, the restrictions shall continue until the completion of the investigation.
 - (c) During the period of the restrictions, the employee shall continue with their other duties and receive full pay for all duties they would otherwise have undertaken.
- 42.8 If the investigation is not completed within three months from the date when the investigator(s) begins the investigation, or the employee believes the investigation is being unreasonably delayed by actions of the employer, following a written request from the employee, the employer shall refer the employee's restriction of practice to a panel of up to three senior medical or dental practitioners, none of whom shall be employees of the employer.
- (a) The employee whose practice is under investigation has the right to nominate at least one member of this panel.
 - (b) The panel shall review the need for the restrictions and recommend that they be continued, varied or lifted.
- 42.9 The employer shall meet the costs of conducting these investigations and reviews, other than the employee's own costs. The employer shall also grant the employee reasonable leave on full pay to seek advice, prepare their response and present it to the investigation.
- 42.10 The employer and the affected employee may agree to vary any of the provisions of this clause.
- 42.11 The parties acknowledge that for the purposes of employment law any decision to impose, extend or vary restrictions on an employee's practice is ultimately a decision of the employer.

PART SIX - GENERAL TERMS

43 CONSULTATION

43.1 The parties to this Agreement acknowledge that change in the health service may be required to ensure the efficient and effective delivery of health services. Furthermore, the parties recognise that they have a mutual interest in ensuring that health services are provided efficiently and effectively and that each has a contribution to make in this regard. The involvement of employees will contribute to:

- (a) improved decision-making;
- (b) greater co-operation between employees and the employer; and
- (c) a more harmonious, effective, efficient, safe and productive workplace

Accordingly the parties commit themselves to a process of regular consultation with one another and affected employees on all matters of mutual concern and interest.

43.2 In accordance with this acknowledgement and commitment, when an employer proposes any review that might result in significant changes to either the structure, staffing or work practices affecting employees the employer shall invite the employees concerned to participate in the review at the earliest practical opportunity. When the implementation of decisions arising from any such review might result in redundancy, the procedures in Clause 45 shall be adopted.

43.3 Before the employer undertakes any review which might impact on the delivery or quality of clinical services, it shall consult and seek the endorsement of the Association as to the purpose, extent, process and terms of reference of such review and will give due regard to the Association's advice.

43.4 The employer will advise the Association and affected employees of the recommendations of any concluded review in order to ascertain whether there are any serious professional or clinical concerns. In the event of such concerns the employer will either endeavour to satisfactorily resolve them with the Association and affected employees or reach agreement over a process for resolution.

44 TERMINATION OF EMPLOYMENT

Employees shall be given three months' notice of termination of employment and shall give three months' notice of resignation or retirement. This period of notice may be reduced or extended by agreement between the employer and employee. The employer may summarily terminate the employee's employment for serious misconduct.

45 REDUNDANCY

45.1 The employer shall advise the Association in writing of any impending redundancy (see definition in clause 11) at least one month before it is expected to occur. The purpose of this period is to give reasonable time for the parties, including the affected employee(s), to discuss the situation, consider the options available to them and to negotiate an agreement.

- (a) Options that might be considered when a redundancy exists include, but are not necessarily limited to:
- No change or reconfirmation in present position;
 - Reassignment or redeployment to a new role;
 - Reduction in hours, with severance based on loss of hours provided that no payment shall be made for a reduction in hours worked on rostered after-hours on-call duties (refer Clause 13.3);
 - Natural attrition;
 - Leave without pay;
 - Early retirement;
 - Retraining;
 - Termination of employment and payment of severance;
 - Any combination of the above.
- (b) To ascertain which of the above should be applied to any affected individual the following principles should apply:
- (i) Where reconfirmation (i.e. appointment to the same job, with the same conditions, albeit in a reconfigured service) can occur, that option shall be adopted and no severance is payable.
 - (ii) Severance will not be paid where the employee remains in essentially the same position but agrees to an increase in their hours or job size.
- (c) Severance payments will be calculated according to the following formula:
- Six weeks' base salary for the preceding 12 months of service or part service where the employee has had less than 12 months' service; plus
 - Two weeks' base salary for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; plus
 - Where the period of total aggregated service is less than 20 years, 0.333 per cent of base salary for the preceding 12 months multiplied by the number of completed months in addition to the completed years of service; plus
 - For an employee who has ten or more years' qualifying service, a retiring gratuity in accordance with any entitlement they might have under Clause 20.

45.2 Technical Redundancy

If the employee's employment is being terminated because of the sale or transfer of the whole or part of the employer's business, nothing in this agreement shall require the employer to pay compensation for redundancy to the employee if the person acquiring the business or the part being sold or transferred:

- (a) Has offered the employee employment in the business or the part being sold or transferred; and
- (b) Has agreed to treat service with the employer as if it were service with that person and as if it were continuous; and

- (c) The conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are the same as, or no less favourable than, the employee's conditions of employment, including:
- any service related conditions; and
 - any conditions relating to redundancy; and
 - any conditions relating to superannuation;
- under the employment being terminated; and
- (d) The offer of employment by the person acquiring the business or part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either;
- In the same or similar capacity as that in which the employee was employed by the employer; or
 - In any capacity that the employee is willing to accept.

46 RIGHTS OF PRIVATE PRACTICE AND CONFLICT OF INTEREST

- 46.1 The employer recognises the right of employees to engage in private practice but not in such a way that would give rise to a conflict of interest.
- 46.2 Employees exercising this right shall not knowingly allow it to affect adversely the performance of their contractual obligations with the employer. On request the employee shall advise the employer of either their intention to commence private practice or that they are undertaking private practice work.
- 46.3 Before the employee does anything that might compete against the material interests of the employer, e.g. compete against the employer for contestable funding, the employee shall consult with the employer in an effort to avoid a conflict and reach agreement on the matter.
- 46.4 The parties accept that in the absence of their reaching an agreement in respect of any possible conflict of interest, legal remedies are available to them, including the option of termination of employment.

47 VACANCIES AND LOCUMS

- 47.1 The employer undertakes to take reasonable and timely steps to fill actual vacancies for senior dental and medical officers and resident medical officers within a service, including vacancies or gaps on after-hours call rosters, as soon as they occur or are reasonably foreseen, except where the employer and affected employees reach agreement over satisfactory alternative arrangements.
- 47.2 When, after considering the advice of the relevant clinical director and affected employees, giving due regard to workload pressures, the employer requires a locum then the employer shall be responsible for the provision of a locum. Should employment of a locum not be feasible then alternative arrangements for service delivery shall be made and/or appropriate compensation for increased workload or work pressure shall be negotiated with the employee(s) affected.

These alternative arrangements and/or compensation shall be either in accordance with the provisions of the previous applicable single employer collective agreement or based on another agreed outcome.

47.3 Notwithstanding any of the above, an employee shall not be required to undertake additional duties and responsibilities caused by an absence of an employee(s) on their on-call or shift roster beyond a reasonable period of time.

48 JOB DESCRIPTIONS

48.1 All employees are entitled to mutually agreed job descriptions. The following is provided as the recommended guideline. For ease of reference and clarity, the job description should have several distinct sections:

- (a) a list of clinical activities required of the particular position;
- (b) an express statement about the standards against which the clinical performance will be assessed and judged;
- (c) a list of non-clinical or “other professional” activities required of the particular position;
- (d) a summary of key administrative details;
- (e) a description of clinical or other management duties, if the position has a clinical leadership or management function;
- (f) if appropriate, an agreed statement or list of specific objectives for the particular position; and
- (g) other relevant matters and legislation such as the Treaty of Waitangi and the Health and Safety in Employment Act.

48.2 Job Descriptions should include the following sections;

- (a) Section One

This section should contain the following minimum information:

Employee’s name

Designation:

This should be a succinct statement of the role, including any sub-specialist or special interests e.g. Specialist Urologist; Specialist General Surgeon or Specialist General Physician with an interest in Rheumatology; Specialist Child and Adolescent Psychiatrist.

Reporting to:

This will contain a clear statement of the position(s) to whom the employee reports and for what purposes, i.e. clinical matters and other matters. It is unlikely there will be more than two such positions. For all clinical matters, the “manager” is likely to be a senior medical or dental officer within the organisation and would ordinarily be the clinical leader or head of department (or applicable designation within each employer).

Level of Authority:

This should contain a clear statement of any delegations (eg, staff and/or financial) this position may hold.

Nature of Appointment:

This will be a statement as to whether the position is full-time, part-time, a locum or some other form of fixed term appointment. It should also record the total “size” of the job.

Weekly or Fortnightly Timetable:

At the time of appointment, each employee is entitled to a schedule of fixed or routine duties, including a weekly timetable. It will also record the free days or half-days in each week.

Summary of On-Call Duties:

If the employee is required to be on an after-hours’ roster, there should be a clear statement to that effect. This section should also state the size or frequency of the roster e.g. 1:4 or 1:8 and the usual level of resident medical officer support that clearly indicates whether the call is 1st or 2nd call.

Variation to Job Descriptions:

Job descriptions shall be varied from time to time to record any agreed changes to rosters and staffing levels.

(b) Section Two

This section will contain a statement to the following effect.

The medical (or dental) practitioner is required to undertake their clinical responsibilities and to conduct themselves in all matters relating to their employment, in accordance with best practice and relevant ethical and professional standards and guidelines, as determined from time to time by:

- the New Zealand Medical Association’s code of ethics;
- the practitioner’s relevant medical college(s) and/or professional association(s);
- the New Zealand Medical (or Dental) Council;
- the Health and Disability Commissioner; and
- the employer’s policies and procedures except to the extent that they may be inconsistent with any other provision of this Agreement.

(c) Section Three

This section should contain a reasonably comprehensive list of the clinical duties and activities required of the particular position. It will vary according to the specialty and the nature of the appointment. It should also reflect any relevant college requirements.

The list of clinical duties might include some or all of the following activities:

| | |
|--|---|
| - outpatient and other clinics | - ward rounds and ward work |
| - pre-theatre assessments | - operating lists |
| - post-operative recovery | - reading and responding to patient referral letters |
| - multi-disciplinary meetings, case conferences and reviews | - research and study related to the treatment of a specific patient |
| - telephone and other ad hoc consultations | - community health promotion activities |
| - discussions and meetings with care givers and patients’ families | - preparation of police, coroner, legal, ACC and similar reports |

(d) Section Four

This section should contain a reasonably comprehensive list of the non-clinical duties or other professional activities not covered by Section Three, required of the particular position or individual.

The parties note that the Council of Medical Colleges of New Zealand endorses that these non-clinical or Section Four activities should make up at least 30% of the total job size, not counting the average hours worked on the after-hours on-call rosters and any Section Five duties (refer Clause 11.6 above).

A list of non-clinical duties might contain any or all of the following activities:

| | |
|--|--|
| - CME and professional self-development | - teaching, including preparation time |
| - audit and quality assurance and improvement activities | - supervision and oversight of others |
| - grand rounds | - service or department administration |
| - research | - planning meetings |
| - clinical pathway development | - credentialling |

(e) Section Five

If the position has a clinical leadership or service management role, this section should contain an agreed description of those duties.

(f) Section Six

If the position requires it and the parties agree, this section may contain a list of specific objectives which will be reviewed and updated in accordance with agreed timeframes.

(g) Section Seven

Job descriptions should detail any other matters such as Treaty of Waitangi obligations and the Health and Safety in Employment Act requirements.

49 PROTECTIVE CLOTHING

49.1 Where the employer requires an employee to wear a particular uniform, this shall be supplied free of charge but shall remain the property of the employer. Suitable protective clothing shall also be provided at the employer's expense where the duty involves a risk of excessive soiling or damage to uniforms or personal clothing, or cross-infection.

49.2 All items of uniform clothing supplied by the employer shall be laundered or dry-cleaned at the employer's expense, as and when required. Each case is to be determined on its merits by the employer.

49.3 Damage to personal clothing - an employee may, at the employer's discretion, be compensated for damage to personal clothing worn on duty, or reimbursed dry-cleaning charges for excessive soiling which did not occur as a result of the employee's negligence or failure to wear the protective clothing available. Each case shall be determined on its merits by the employer.

50 EMPLOYERS' POLICIES, PROCEDURES AND PERSONAL FILES

- 50.1 The parties' acknowledge the right of an employer to develop its own internal policies and procedures. However such policies and procedures are not incorporated within this agreement and to the extent that there is any inconsistency between an employer's policies or procedures and a provision of this agreement, the provision of this agreement will prevail.
- 50.2 Employees are entitled to have reasonable access to their personal file held by the employer who will advise them of any significant amendments.

51 MEDICAL EXAMINATIONS

Where the employer has good reason to be concerned that an employee's performance of their duties and responsibilities may be affected by their health, the employer is entitled to require the employee to undergo a medical examination by a mutually agreed medical practitioner(s) who may, where necessary and subject to the provisions of the Privacy Act, report to the Medical or Dental Councils.

52 APPOINTMENTS

- 52.1 The parties agree that the appointment of senior medical and dental officers, including clinicians appointed to leadership roles, whether to permanent or temporary positions and whether as employees or contractors shall be impartial, fair and transparent.

The employer also agrees to adopt appointment processes that will ensure only suitably qualified persons are employed or otherwise engaged to provide or manage clinical services.

Accordingly, before reaching a decision to engage the services of a senior medical or dental officer the employer shall consult other affected employees, (i.e. those in the same service or on the same roster) as to the need for such an engagement; the nature of the role; the level of skills, qualities and experience appropriate for the role or appointment. Following this consultation, a new or revised job description, if required, shall be prepared.

- 52.2 The appointment committee shall be convened by the chief executive (or their nominee) who shall ensure that:
- (a) The clinical director or delegated senior medical staff member of the relevant department is part of the appointments committee;
 - (b) The Senior Medical Staff Committee (or equivalent body agreed with the Association) is invited to appoint at least one member of the appointments committee who shall be from the same or similar discipline to the position advertised; and
 - (c) In appropriate circumstances, an independent external senior member from the relevant professional college or association may be invited to be part of the appointments committee.

- 52.3 Credentialling requirements at the district health board should be included as part of the appointment process.

52.4 Fixed Term Appointments

An employee may be engaged for a fixed-term provided there are genuine reasons based on reasonable grounds for the particular fixed-term appointment. The employer shall advise the employee of those reasons at the time of the appointment and record them in the letter of appointment or job description.

53 FACILITIES AND EQUIPMENT

53.1 Workplace Conditions, Resources and Accommodation

The employer recognises the importance of providing good quality, suitable and safe workplace conditions, resources and accommodation.

Each employer and the Association will work together through an agreed process in evaluating the extent to which these workplace conditions, resources and accommodation are provided and to develop an agreed plan for remedying any deficiencies.

53.2 An employer should provide sufficient good quality overnight accommodation for each employee who, as a result of the nature of their duties, requires accommodation in the hospital overnight.

53.3 This accommodation should be secure, private, quiet and self-contained. It should be within reasonable walking distance of the workplace, having regard to any emergency and other duties the employee may be required to attend to overnight. The accommodation should include at least: a bedroom or bed-sitting room; private bathroom with toilet and shower facilities; access to basic kitchen facilities for cooking or heating food; a television set, a comfortable lounge chair and a work-station or desk with telephone, computer terminal and internet access.

53.4 Where this accommodation is not presently or sufficiently provided the employer and the Association shall work together through the Joint Consultation Committee (Clause 55) to develop an agreed solution.

53.5 Provisions of Libraries and Internet Access

The employer will ensure that employees have reasonable access to relevant journals, publications, other literature, and email and Internet facilities in order that they are able to fulfil the requirements of their job descriptions.

54 OTHER RELEVANT LEGISLATION

The provisions of the following Acts, or any Acts passed in substitution for these Acts, shall apply:

- Health Practitioners Competence Assurance Act 2003
- Accident Compensation Act 2001
- Domestic Violence - Victims Protection Act 2018
- New Zealand Public Health and Disability Act 2000
- Health and Safety at Work Act 2015
- Health Sector (Transfers) Act 1993
- Holidays Act 2003
- Hospitals Act 1957
- Human Rights Act 1993
- Income Tax Act 2007
- New Zealand Bill of Rights Act 1990
- Official Information Act 1982
- Privacy Act 1993
- Smoke-free Environments Act 1990
- Wages Protection Act 1983
- KiwiSaver Act 2006

55 JOINT CONSULTATION COMMITTEES

55.1 Each employer and the Association will form a joint committee based on equal representation to consider matters of mutual interest including matters covered by this Agreement. These matters may include:

- Recruitment and retention strategies
- Staffing
- Workforce development
- Supporting professional development and education.

Unless otherwise agreed these joint committees will meet at least three times each calendar year and when requested by either the employer or the Association.

55.2 The parties have agreed to set up a national joint consultation committee as set out in the Appendix which forms part of this agreement.

PART SEVEN - SETTLEMENT OF DISPUTES AND PERSONAL GRIEVANCES

56 MEDIATION AND ADJUDICATION

- 56.1 The parties are committed to negotiated outcomes. If a negotiated settlement for a claim for a collective agreement has not been arrived at, the parties agree that either party may refer disputed matters to the Mediation Services for mediation and that the parties agree to participate in the mediation process in a genuine attempt to reach a settlement.
- 56.2 If a dispute still remains which cannot be resolved by either negotiation or mediation, before considering strike or lock-out action, as applicable, the parties will meet to consider a possible adjudication process to resolve outstanding issues.

57 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

This clause sets out how employment relationship problems are to be resolved.

57.1 Definitions

(a) An “employment relationship problem” includes:

- a personal grievance
- a dispute
- any other problem relating to or arising out of the employment relationship but does not include any problem with the determination of new terms and conditions of employment.

(b) A “personal grievance” means a claim that an employee:

- has been unjustifiably dismissed; or
- has had their employment, or their conditions of employment, affected to their disadvantage by some unjustifiable action by the employer; or
- has been discriminated against; or
- has been sexually harassed in their employment; or
- has been racially harassed in their employment; or
- has been subjected to duress in relation to membership or non-membership of a union.

(c) A “dispute” is a disagreement over the interpretation, application or operation of an employment agreement.

57.2 Notice Period

If an employee wishes to raise a personal grievance they must raise the grievance with their employer within 90 days of the date of the action alleged to amount to a personal grievance occurring or coming to the notice of the employee whichever is the later.

57.3 Raising Employment Relationship Problems

- (a) Any employment relationship problem, should in the first instance be raised by the employer with the employee or the employee with the employer as soon as possible.
- (b) The employee and/or the employer are entitled to seek advice and assistance from their chosen representative in raising and/or discussing the problem.
- (c) If the employee wishes to raise the employment relationship problem with the employer in writing or the matter is not resolved when the employee raises the problem with the employer, the employee should submit to the employer written notice of the personal grievance, dispute or problem, covering the following points:
 - details of their grievance, dispute or problem;
 - why he/she feels aggrieved; and
 - what solution he/she seeks to resolve the grievance, dispute or problem.
- (d) The employee and the employer shall meet to discuss and attempt in good faith, to resolve the employment relationship problem.

57.4 Mediation

- (a) Where the employment relationship problem is not resolved by the parties in discussions, the employer or the employee may, without undue delay, seek the assistance of the mediation service division of the Ministry of Business, Innovation and Employment.
- (b) Both parties must co-operate in good faith with the mediation service in a further effort to resolve the problem.
- (c) The employee and employer acknowledge that the service provided by the mediation service is confidential and if it does not resolve the problem is without prejudice to the parties' positions.
- (d) Any settlement of the problem agreed to by the parties and signed by the mediator will be final and binding.

57.5 Employment Relations Authority

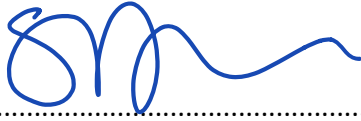
If the problem is not resolved by mediation, either party may refer the problem to the Employment Relations Authority for investigation and determination.

57.6 Employment Court

If either party is dissatisfied with the determination of the Employment Relations Authority it may appeal the Employment Relations Authority's determination to the Employment Court.

Signed this 23rd day of April 2020

AUTHORISED REPRESENTATIVE OF THE UNION PARTY



Sarah Dalton
EXECUTIVE DIRECTOR
Association of Salaried Medical Specialists

AUTHORISED REPRESENTATIVES OF THE EMPLOYER PARTIES:



Nick Chamberlain
Chief Executive
Northland District Health Board



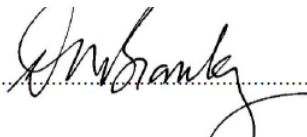
Ailsa Claire
Chief Executive
Auckland District Health Board




Kevin Snee
Chief Executive
Waikato District Health Board



Nick Saville-Wood
Chief Executive
Lakes District Health Board



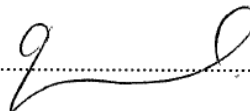
Dale Bramley
Chief Executive
Waitemata District Health Board



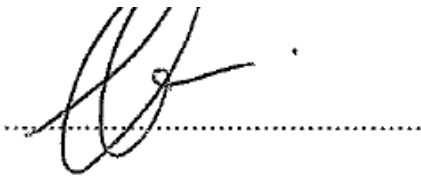
Margie Apa
Chief Executive
Counties Manukau District Health Board



Simon Everitt
Chief Executive (Interim)
Bay of Plenty District Health Board



Rosemary Clements
Chief Executive
Taranaki District Health Board



Jim Green
Chief Executive
Tairāwhiti District Health Board



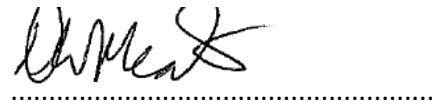
Russell Simpson
Chief Executive
Whanganui District Health Board



Fionnagh Dougan
Chief Executive
Capital and Coast District Health Board



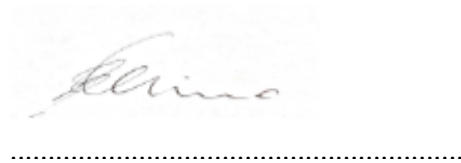
Dale Oliff
Chief Executive
Wairarapa District Health Board



David Meates
Chief Executive
West Coast District Health Board



Nigel Trainor
Chief Executive
South Canterbury District Health Board



Craig Climo
Chief Executive (Interim)
Hawke's Bay District Health Board



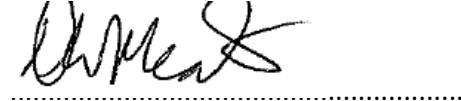
Kathryn Cook
Chief Executive
MidCentral District Health Board



Fionnagh Dougan
Chief Executive
Hutt District Health Board



Peter Bramley
Chief Executive
Nelson Marlborough District Health Board



David Meates
Chief Executive
Canterbury District Health Board



Chris Fleming
Chief Executive
Southern District Health Board

APPENDICES

1 ASMS-DHBS NATIONAL JOINT CONSULTATION COMMITTEE

The parties will maintain a national joint consultation committee (NJCC). The NJCC operates within a broad context of constructive engagement and decision-making. Each DHB has a joint consultation committee (JCC) with the ASMS. The ASMS and DHBs are party to the tripartite Health Sector Relationship Agreement and participate on its steering group.

The focus of the NJCC will be on strategic and emergent issues of interest to the parties, including those arising from these national strategies and work programmes.

The goals of the NJCC, within the context of maintaining and enhancing both quality of services for patients and cost effectiveness, are to:

- (a) Provide a venue for regular and transparent sharing of information between the two parties.
- (b) Act as a 'clearing house', targeted at removing or reducing duplication and promoting shared understanding across the 20 DHBs in matters of interest to all parties.
- (c) Consider matters of a potential national interest being discussed by or referred from Joint Consultation Committees.
- (d) To discuss and advise on workforce, employment relations, and human resource issues impacting on the senior medical workforce.

2 REPRESENTATION, MEMBERSHIP AND ORGANISATION

- (a) The national joint consultation committee shall comprise six representatives from each of the two parties. There will be two co-chairs, one from each of the two parties. A quorum shall consist of a minimum of three representatives from each of the two parties, of which one shall be a Chief Executive.
- (b) Each of the two parties will determine their own representation on the national joint consultation committee. The parties' representatives will include persons with the ability to facilitate decision-making.
- (c) The Association's representatives shall include senior medical/dental officers employed by DHBs (whose actual and reasonable travel and accommodation costs will be met by the DHBs) who will be entitled to paid leave under Clause 29 of the national DHB collective agreement.
- (d) The Association's representatives shall include its Executive Director (or where unable the Assistant Executive Director).
- (e) The DHBs' representatives shall include at least one chief executive.
- (f) Agreed experts and advisers may be invited to participate from time to time.
- (g) The national joint consultation committee shall meet at least quarterly and may contribute to the work programme of individual DHB-ASMS Joint Consultation Committees.
- (h) The Committee's decisions require the agreement of the two parties.
- (i) Communications from the Committee shall be jointly agreed by the two parties prior to publication.
- (j) All actual and reasonable costs will be met by the district health boards.

SCHEDULES

SCHEDULE A: AVAILABILITY ALLOWANCE (CLAUSE 14)

Northland District Health Board

Availability on-call is remunerated by allowance calculated by the addition of the applicable session-based supplement to the job size from the following table:

Availability (sessions per annum)

| <u>Roster Frequency</u> | <u>Immediate < 15 mins</u> | <u>Immediate < 30 mins</u> | <u>30 mins</u> | <u>> 30 mins</u> |
|-------------------------|-------------------------------|-------------------------------|----------------|---------------------|
| > 1:4..... | 30 | 20..... | 10 | 5 |
| 1:4..... | 30 | 20..... | 10 | 5 |
| 1:3..... | 35 | 25..... | 15 | 10 |
| 1:2..... | 40 | 30..... | 20 | 15 |
| 1:1..... | 45 | 35..... | 25 | 20 |

(a) Where there is inadequate resident medical officer cover (as agreed between the relevant general manager, clinical director and affected employees) and the availability required for the position is immediately < 15 minutes the allowance paid is increased by 5 sessions.

(b) Where the roster frequency increases for reasons other than scheduled leave the employer will make every reasonable endeavour to recruit locums or permanent staff to minimise such occurrences.

In the absence of a locum:

- (i) where the period of roster frequency is in excess of 4 weeks the availability allowance paid is increased by 5 sessions throughout the period of higher frequency rostering; or
- (ii) reach agreement with effected employees on the compensation payable during that period.

(c) Where immediacy of availability and frequency of callback is onerous, extra sessions may be granted in recognition of these factors.

For the purposes of this clause "Benchmark" means 10 four-hour sessions per week (520 per annum) inclusive of sessional payments for on-call work, excluding availability allowance, and "Session" means four hours.

Waitemata District Health Board

The employer shall pay an employee on a roster an availability allowance calculated in accordance with the following formula, as a percentage of salary (full-time equivalent).

| <u>Frequency of Roster</u> | <u>Immediacy of Response</u> |
|----------------------------|------------------------------|
| 1:2 | 8%.....Plus 1.5% |
| 1:3 | 6%.....Plus 1.5% |
| 1:4 | 4%.....Plus 1.25% |
| 1:5 | 3%.....Plus 1.25% |
| 1:6 | 2%.....Plus 1% |
| 1:7-1:8..... | 1.5%.....Plus 1% |
| 1:9+ | 1%.....Plus 1% |

Special Features

Where no registrar cover is provided (as defined in each roster), add 3% of base salary; or, alternatively, where all of the following conditions apply, add 5%:

- no registrar cover is provided; and
- the employee is 'first call'; and
- call usually results in an attendance; and
- this occurs more than 20 times per year per employee.

The parties note that this allowance is indicative, and may be subject to amendment to reflect the particular call-back demands of each roster.

Auckland District Health Board

An individual on an on-call roster shall receive an availability allowance of up to 15% of salary (full-time equivalent) based on the formula set out below. In exceptional circumstances this may be exceeded. Subject to approval, the individual may elect alternative recognition for the allowance.

In determining the level of the allowance, the employer shall take into account the frequency of on-call, immediacy of required response, immediacy required for attendance at work, availability/level of competence of duty staff and provision of electronic aids in accordance with the following guidelines.

Employees are not required to work a 1:1 roster without their express approval.

- (d) Being on an on-call roster 1%
- (e) Frequency of call:
 - 1:2 4%
 - 1:3 3%
 - 1:4 and 1:5 2%
 - 1:6 and 1:7 1%
 - Less frequent..... 0%
- (f) Likelihood of being called:
 - (i) 0800 – 2200 hours:
 - High 2%
 - Medium 1%
 - Low 0%
 - (ii) 2200 – 0800 hours:
 - 1 call per on-call period 4%
 - 1 call per 2 on-call periods..... 3%
 - 1 call per 3 on-call periods..... 2%
 - 1 call per 4 on-call periods..... 1%
 - Less frequent 0%
- (g) Availability:
 - Immediate (less than 20 minutes) 2%
 - Urgent (20 minutes – 1 hour)..... 1%
 - Not urgent (60 minutes plus)..... 0%
- (h) Resident Medical Officers:
 - None (or none able to do task)2%
 - Junior only1%
 - Senior Registrar0%

Counties Manukau District Health Board

Employees who are required to be on a roster to be available for call-back and associated consultation duties shall be entitled to an availability allowance, calculated as a percentage of their full-time equivalent base salary.

| <u>Frequency of Roster</u> | <u>% of Benchmark salary</u> |
|----------------------------|------------------------------|
| 1:2..... | 8% |
| 1:3..... | 6% |
| 1:4..... | 4% |
| 1:5..... | 3% |
| 1:6..... | 2% |
| 1:7-1:8 | 1.5% |
| 1:9-1:12 | 1% |

Special Features:

Where an immediate response is required (i.e. to be immediately available in the workplace) - add 2.5%.

- Where no "registrar" cover is provided (as defined by each clinical group) - add 1%.
- Other special features (to be determined and agreed by each clinical group) - add 1%.

The parties note that this allowance structure is indicative, and may be subject to amendment, following discussion within each clinical group, to reflect the particular call-back demands on that clinical group.

Waikato District Health Board

The employer shall pay an employee on an on-call roster an availability allowance of up to 10% of salary (full-time equivalent) based on the formula specified in Appendix B of the Waikato District Health Board Senior Medical and Dental Officers Collective Agreement 1 July 2001 to 30 April 2003. In exceptional circumstances the employer may exceed this. Subject to the approval of the employer, the employee may elect alternative recognition for the allowance.

In determining the level of the allowance the employer shall take into account the frequency of on-call, immediacy of required response, immediacy required for attendance at work, availability/level of competence of duty staff and provision of electronic aids.

Bay of Plenty District Health Board

Employees who are required to be on a roster to be available for call-back and associated consultation duties shall be entitled to an availability allowance. The method of calculation is based on the hourly rate (divisor 2086 hours per annum) of Step 1 of the specialist scale in Clause 12.4 (a) of this Agreement.

| <u>Category</u> | <u>Description</u> | <u>Amount per night based on hourly rate</u> |
|-----------------|--|--|
| A | Immediate availability, frequent contact | x 2 plus \$50 |
| B | Immediate availability, infrequent contact | x 2 plus \$25 |
| C | Delayed availability, frequent contact..... | x 2 |
| D | Delayed availability, infrequent contact..... | x 2 minus \$25 |

Lakes District Health Board

An availability allowance shall be paid in accordance with the following schedule.

Frequency of Roster

| | |
|-----------|----|
| 1:2 | 8% |
| 1:3 | 6% |
| 1:4 | 5% |
| 1:5 | 4% |
| 1:6 | 3% |
| 1:7 | 2% |

Special Features:

- (i) Immediacy of response required: immediately available in workplace - add 1%.
- (ii) Staff on duty: in cases when employees are on-call without registrar cover on an ongoing basis or in existing situations where there is long-term incomplete registrar cover, a payment of 1% (of base salary) will be made.

Tairawhiti District Health Board

Employees who are rostered to provide after hours' on-call work shall be paid an allowance calculated as a percentage of their full-time equivalent base salary in accordance with the following roster frequency:

| <u>Frequency</u> | <u>Allowance</u> |
|-------------------|------------------|
| 1:5 or above..... | 8% |
| 1:4 or above..... | 10% |
| 1:3 or above..... | 15% |

Where employees fill vacancies on their roster they will be paid an additional payment calculated at 0.5% of their full-time equivalent base salary for each weeknight (Monday-Friday). Where the vacancy involves a full weekend (Friday night-Sunday) or a public holiday the additional payment shall be calculated at 2.5% or 1.0% respectively of their full-time equivalent base salary.

Notes:

1. All other agreements that may exist prior to this previously applicable collective agreement with individual employees may only be replaced with the above entitlement if agreed with the individual employee.
2. Employees shall not be required to work a roster calling for greater than 1:3 availability. Where there are insufficient employees to ensure a roster of at least 1:3 the parties undertake to use best endeavours to resolve the problem to their mutual satisfaction.

Hawkes Bay District Health Board

The employer shall pay an SMO on an on call roster either an average weekly payment based on the annual calculated cost of on call, divided by the roster ratio (e.g. 1:5); or by payment for every separate occasion or 'event' the employee is on call. The 'average' or 'event' approaches are based on the same criteria. The approach adopted by each roster group must be at the agreement of both the employer and the whole roster group.

The On Call rate (weekday or weekend) is calculated on a points system using the following criteria:

- number of contacts per call after 10 pm
- immediacy
- length of attendance, and
- Registrar support.

As shown in table 1 below, points are allocated based on the level of criteria met. The total points scored will determine the appropriate call category (from A(x) to E), as shown in table 2 below.

TABLE 1 CRITERIA FOR 'SCORE' AS TOTAL OF RELEVANT POINTS

| <u>Criteria</u> | <u>Points</u> |
|--|--|
| Number of contacts per on call period after 10 pm (averaged) | 0-2 2 |
| | 3-4 5 |
| | 5-6 8 |
| | 6+ 10 |
| Immediacy (averaged) | No attendance until next day..... 2 |
| | Delayed attendance (1 – 2 hrs) 3 |
| | Prompt attendance (15 mins – 1 hour)..... 5 |
| | Immediate (with 15 minutes) 10 |
| Length of Attendance (averaged per call back) | No return likely – rare event..... 2 |
| | Short duration (less than 1 hours) 5 |
| | Medium duration (1 to 3 hours) 8 |
| | Long Duration (3 to 4 hours) 10 |
| | Extra long duration (4 hours plus) 12 |
| Registrar Support | No support required 0 |
| | Full – 24 hour cover 2 |
| | Limited – hours of coverage..... 4 |

TABLE 2 TYPE OF CATEGORY AND SUBSEQUENT PAYMENT

| <u>Category</u> | <u>Points</u> | <u>Weekdays</u> | <u>Weekend and Stats</u> |
|--------------------------------------|---------------|-----------------------|--------------------------|
| <i>Hourly rate</i> | | <u>Loading</u> | <u>Loading</u> |
| <i>Step 6 specialist scale at T2</i> | <u>Range</u> | <u>x Step 6 (x 2)</u> | <u>x Step 6 (x 2)</u> |
| No of events pa..... | | 249 | 115 |
| A(+) | 38+ | 6.375..... | 10.500 |
| A(x) | 33-37 | 4.100 | 7.500 |
| A | 27-32 | 3.230 | 6.059 |
| B | 22-26 | 2.423 | 4.845 |
| C | 17-21 | 1.817 | 4.039 |
| D | 11-16 | 1.414 | 2.428 |
| E | 0-10 | 0.808..... | 1.591 |

On an event basis (payment for each separate occurrence) the rates above apply.

Example: individual criteria “B” SMO

| | |
|-----------------------|-----------------------|
| <i>does weeknight</i> | = (2.423 x T2 Step 6) |
| <i>does weekend</i> | = (4.845 x T2 Step 6) |

On an average basis, the total annual cost of on call activities is calculated and the payment split between those participating on that roster.

The annual total cost is calculated as 249 x weekday amount (based on relevant criteria score) added to 115 weekend/statutory day amount (based on same score)

Example: for team of 5 on roster (1:5) and criteria “B”:

Annual amount is based on “B”
 = ((2.423 x T2 Step 6) x 249) + ((4.845 x T2 Step 6) x 115).

The total then divided by 5 and paid by fortnightly instalments.

Taranaki District Health Board

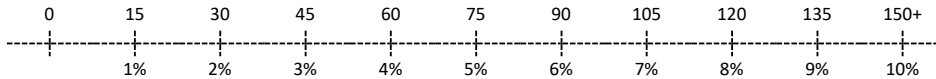
The employer shall pay an employee on a roster an availability allowance of up to 10% of an employee’s full-time salary. The allowance shall be calculated in accordance with the formula below. In determining the level of the allowance the employer shall take into account the frequency of call, frequency of telephone calls during rostered on call hours, immediacy of response to attend work, electronic aid provision and onerous duty weighting. The allowance will be reviewed not more frequently than three (3) monthly.

| | | | | | | | | |
|---|---|--------------------------|---|---------|---------|---------|---------|------|
| <u>Frequency on call</u> | 5 | 10 | 15 | 20 | 35 | 50 | 75 | 100 |
| | 1:06 | 1:05 | 1:04 | 1:03 | 01:02.5 | 1:02 | 01:01.5 | 1:01 |
| <u>Frequency of telephone calls during rostered on call hours</u> (i.e. not normal work hours) | 0 | 5 | 10 | 15 | 20 | 25 | 30 | |
| <u>No. of calls/week</u> | | >2 | <2-3 | <4-5 | <6-7 | <8-9 | >10 | |
| <u>Immediacy of response to attend work</u> (depends partly on support of junior staff) | 0 | 3 | 7 | 15 | 30 | 80 | | |
| | >2 hrs | <2 hrs | <60 min | <45 min | <30 min | >15 min | | |
| | (times refer to time arrival at hospital) | | | | | | | |
| <u>Electronic Aid Provision</u> | 0 | 5 | 10 | | | | | |
| | portable telephone long range pager | long range pager only | neither long range pager or portable telephone | | | | | |

Onerous Duty Weighting – 15 points. Onerous duty is defined by:

- likelihood of return to the hospital workplace when on rostered call
- junior medical staff cover is absent, or are liable to request the Senior Medical Officer or Senior Dental Officer attendance at the hospital.
- high frequency of emergency attendance required at the hospital within 15 minutes.
- All the above factors must be present to qualify for the weighting.

Points Scale out of 220



Whanganui District Health Board

The employer will pay an employee on a roster an availability allowance calculated as a percentage of the base salary (full-time equivalent) as detailed below. Subject to the approval of the employer, the employee may elect alternative recognition to the allowance.

AVAILABILITY ALLOWANCE FORMULA:

- (i) Frequency of Call
 - 1:1 4%
 - 1:2 3%
 - 1:3 2%
 - 1:4 1%
 - > 1:4 1%

- (ii) Normal Immediacy of Reply/Attendance
 - Immediate response to phone call, cell phone or pager and, when required, attendance on site within 10 minutes. 6%
 - Immediate response to phone call, cell phone or pager and, when required, attendance on site within 30 minutes. 4%
 - Response to phone call, cell phone or pager within 30 minutes and, when required, attendance on site within a further 30 minutes. 2%

- (iii) Resident Medical Staff
 - Minimal (house surgeon only or use of registrar(s) from outside the employee's own department) or no cover. 1%

MidCentral District Health Board

Employees who are on a roster, as part of their individual agreement will receive an availability allowance. The level of the allowance will take into account the roster frequency, immediacy of required response, immediacy required for attendance at work, availability of on duty resident medical officers and the provision of electronic aids, and will be calculated according to the standard formula used by MidCentral District Health Board.

Wairarapa District Health Board

The employer shall pay employees on a roster an availability allowance calculated on their salary (full-time equivalent) based on the formula specified below. In exceptional circumstances the employer may exceed this. Subject to the approval of the employer, the employee may elect alternative recognition for the allowance.

Frequency of Roster

| | |
|--------------------|------|
| 1:2..... | 7% |
| 1:2.5 | 6% |
| 1:3..... | 5% |
| 1:4..... | 4% |
| 1:5..... | 3% |
| 1:6..... | 2% |
| 1:7-1:8 | 1.5% |
| 1:9 and above..... | 1% |

Special Features

- (a) Where an immediate response is required (i.e. to be immediately available in the workplace) - add 2.5%.
- (b) Where no "registrar" cover is provided - add 1%.
- (c) Other special features (eg, statutory obligations such as the Mental Health Act) - add 1%.

The parties note that this allowance structure is indicative, and may be subject to amendment, before inclusion within the job description, to reflect the particular call-back demands.

Hutt Valley District Health Board

The employer shall pay an employee on a roster an availability allowance of up to 7% of salary (full-time equivalent). In special circumstances the employer may exceed this.

In determining the level of the allowance the employer shall take into account the frequency of on-call, immediacy of required response, immediacy required for attendance at work, availability/level of competence of a duty staff, and provision of electronic aids.

The current availability allowance is:

Roster Availability Schedule

| | |
|-------------------------|----|
| Cardiology..... | 7% |
| Paediatrics | 7% |
| Obstet/Gynaecology..... | 7% |
| General Surgery..... | 7% |
| Orthopaedics | 7% |
| Anaesthetists..... | 7% |
| Gastroenterology | 6% |
| Psychiatrists..... | 5% |
| General Medicine | 4% |
| Oncology..... | 4% |
| Pathology..... | 2% |
| Rheumatology | 2% |
| Geriatrics | 2% |
| Dermatology..... | 1% |
| Disability | 1% |
| Radiology | 0% |
| Dental | 7% |
| Emergency..... | 0% |

Note: The notes to Clause 3.3 of the Hutt Valley District Health Board Senior Medical and Dental Officers Collective Agreement 1 July 2002 to 30 June 2003 shall also apply.

Capital and Coast District Health Board

(i) Allowances

The employer shall pay an employee on a roster one of the following allowances:

Frequency of Disruption

| Roster | High | Average (%) | Low | Minimum |
|-----------------|---------|-------------|--------|---------|
| A 1:3 | 12..... | 5 | 3..... | 2 |
| B 1:4-1:5 | 6..... | 4 | 3..... | 2 |
| C 1:6-1:7 | 5..... | 2 | 2..... | 1 |
| D 1:8 + | 4..... | 2 | 2..... | 1 |

The above rates **are** a percentage of base (full-time) salary.

(ii) Frequency Definitions

- High Limited or no registrar support and immediate response
- Average Registrar support and immediate response
- Low Registrar cover and moderate response
- Minimum Carry a pager but not required to immediately respond

(iii) 1:2 High Frequency of Disruption

For periods where a 1:2 roster (high frequency of disruption) is required the allowance shall be 17%. This frequency of roster must only be temporary and the employer will take urgent measures to address this.

Note: Employees whose frequency of disruption is high are not required to work a 1:1 roster without their express agreement.

Exceptionally Onerous Duties

Employees whose duties are exceptionally onerous and who do not qualify for the allowance under sub-Clause (iii) above may receive a special allowance of up to 5% of their gross taxable salary. On considering applications for this allowance the employer will take into account the advice of the Senior Medical Staff. Applications will not be unreasonably declined.

Nelson Marlborough District Health Board

- (a) The allowance must be fair to all SMOs and be seen to be fair.
- (b) The allowance must take into account frequency of call, immediacy of response, immediacy of attendance at work, availability/ level of competence of duty doctors and provision of electronic aids. Greatest weight should be given to frequency of call.
- (c) When the circumstances set out above change (for example roster frequency changes through an increase in roster participants) the allowance should change in line with the agreed formula and in a transparent way.
- (d) Call of 1:1 is not normally acceptable for extended periods and should be avoided if at all possible. The key consideration in this situation is the health and safety of the staff involved in such a roster.
- (e) Call of 1:2 is undesirable and should be avoided if at all possible. The key consideration in this situation is the health and safety of the staff involved in such a roster.
- (f) The availability allowance should not be adjusted or used for recognition of any other aspects of an SMO's job.

- (g) No SMO should be disadvantaged as a direct result of implementing the formula below. This means that where an availability allowance reduces (as a direct result of implementing the formula below) from the payment presently made as an availability allowance, the difference will be grand-parented as a personal allowance as a percentage of salary for those affected. (Should for any reason the availability allowance increase in the future the personal allowance will be abated in accordance with the formula).
- (h) The roster frequencies used for the purpose of introducing this formula are based on frequencies as at the date of ratification. Should the frequency of a roster reduce at later date then the agreed formula will apply and grand-parenting will not apply.

Availability Allowance Formula

The agreed formula will be applied to all services across the Nelson Marlborough District Health Board.

Frequency of Call

| | | |
|-----------------------------------|------|--|
| 1:1..... | 14% | (1:1 exceptional circumstances, remuneration by individual agreement, staff safety is paramount) |
| 1:2..... | 10% | (1:2 to be avoided if at all possible) |
| 1:3..... | 6% | |
| 1:3 week days /1:4 weekends | 5.5% | |
| 1:4..... | 5% | |
| 1:5..... | 4% | |
| 1; 6..... | 3% | |
| 1:7..... | 2% | |
| 1:8 or less | 1% | |

Note: If a roster is adjusted to decrease frequency of being on call for part of a week then the frequency of call payment will be reduced by 0.5% e.g. for a 1 in 3 week day roster and a 1 in 4 weekend roster a frequency of call payment of 5.5% will be made.

Normal Immediacy of Reply/Attendance

It is expected that all Senior Medical Staff on call will respond to pager/calls within 5-10 minutes.

ATTENDANCE AT THE WORKPLACE

| | |
|--|----|
| Within 15 minutes | 3% |
| Over 15minutes and within 30 minutes..... | 2% |
| Over 30 minutes and within 60 minutes..... | 1% |
| Over 60 minutes..... | 0% |
| No Registrar or First on Call..... | 3% |

This clause will come into force from 13 October 2009 but will take effect on ratification by the parties. No more than 3 months back pay will be paid.

West Coast District Health Board

The employer shall pay an employee on a roster an annual availability allowance calculated on the following basis:

| | |
|-----------|-------------------------------------|
| 1:2 | will be 10% or above by negotiation |
| 1:3..... | 6% |
| 1:4..... | 5% |
| 1:5..... | 4% |

Notes:

1. No employee is to work a one-in-one roster without prior agreement
2. Where immediate response is required 2% will be added to the base salary.
3. The above agreed percentage payments are agreed on a quid pro quo agreement between the parties in relation to the on-call requirements.

Canterbury District Health Board

The employer shall pay an employee on a roster an availability allowance of up to 7% of the full-time equivalent base salary. In exceptional circumstances the employer may exceed this. Subject to the approval of the employer, the employee may elect alternative recognition for the allowance.

In determining the level of the allowance the employer shall take into account the frequency of on-call, immediacy of required response, immediacy required for attendance at work, availability/level of competence of on duty staff, and provision of electronic aids.

South Canterbury District Health Board

The employer shall pay an employee on roster, or who provides out-of-hours cover, an availability allowance of a percentage of base salary (full-time equivalent) based on the formula specified below:

In determining the level of the allowance the employer shall take into account the frequency of on-call, immediacy of required response, immediacy required for attendance at work, availability/level of competence of on duty staff, and provision of electronic aids.

Frequency of Roster

| | |
|-----------|-------------------------|
| 1:1 | Individually negotiable |
| 1:2 | Individually negotiable |
| 1:3 | 7% |
| 1:4 | 5% |
| 1:5 | 4% |
| 1:6 | 3% |

Immediacy

- (a) Immediate response
Delayed attendanceAdd 1%
- (b) Immediate response
Immediate attendance.....Add 3%

Other Factors

- No registrar coverAdd 5%
- Both registrar and house surgeon
cover always-availableDeduct 1%
- No locum availability Adjust percentage to appropriate frequency for required period.

Southern District Health Board *(in respect of all sites that were formerly part of the Otago District Health Board)*

The employer shall pay an employee on a roster an availability allowance of up to 7% of the base salary (full-time equivalent). In exceptional circumstances the employer may exceed this. Subject to the approval of the employer, the employee may elect alternative recognition for the allowance.

In determining the level of the allowance the employer shall take into account the frequency of on-call, immediacy of required response, immediacy required for attendance at work, availability/level of competence of on duty staff, and provision of electronic aids.

Southern District Health Board *(in respect of all sites that were formerly part of the Southland District Health Board)*

The employer shall pay an employee on a roster an availability allowance of up to 18% of salary (full-time equivalent) based on the formula specified below. In exceptional circumstances the employer may exceed this. Subject to the approval of the employer, the employee may elect alternative recognition for the allowance.

In determining the level of the allowance the employer shall take into account the frequency of on-call, immediacy of required response, immediacy required for attendance at work, availability/level of competence of on duty staff, and provision of electronic aids.

The following formula shall determine the number of points for frequency, immediacy of response, immediacy of return, and on-call staff:

Frequency of On-Call

| <u>Roster</u> | <u>Points</u> |
|---------------|---------------|
| 1:1..... | 150 |
| 1:2..... | 75 |
| 1:3..... | 50 |
| 1:4..... | 37.5 |
| 1:5..... | 30 |

Immediacy of Response

| <u>Minutes</u> | <u>Points</u> |
|----------------|---------------|
| 5..... | 100 |
| 30..... | 75 |
| 60..... | 50 |
| 120..... | 25 |
| 180..... | 0 |

Immediacy for Attendance at Work

| <u>Minutes</u> | <u>Points</u> |
|----------------|---------------|
| 15..... | 100 |
| 30..... | 75 |
| 60..... | 50 |
| 120..... | 25 |
| 180..... | 0 |

Availability/Level of Competence of On-Call Staff

| <u>Staff Availability</u> | <u>Points</u> |
|------------------------------|---------------|
| No resident medical officers | 100 |
| House surgeon only | 50 |
| Registrar | 25 |

| <u>Total Allowance Points</u> | <u>% of FTE Salary</u> |
|-------------------------------|------------------------|
| 325+..... | Individual Negotiation |
| 300-324 | 18.0 |
| 275-299 | 15.0 |
| 250-274 | 12.0 |
| 225-249 | 11.25 |
| 200-224 | 10.5 |
| 175-199 | 9.75 |
| 150-174 | 9.0 |
| 125-149 | 8.25 |
| 100-124 | 7.5 |
| 75-99 | 6.75 |
| 50-74 | 6.0 |
| 25-49 | 5.25 |
| <25..... | 4.5 |

Notes:

- 1 The employer will provide long range telepagers while on-call.
- 2 The Note to Clause 3.3.2 of the last applicable single employer collective agreement shall also apply to the above.

SCHEDULE B: CAR PARKING (CLAUSE 21.6)

Northland District Health Board

The employer will not charge employees for car parking facilities on its premises.

Counties Manukau District Health Board

Free, accessible and appropriately located car parking will be provided to employees at all times when they are expected to attend workplaces.

Bay of Plenty District Health Board

Free, accessible and appropriately located car parking will be provided to the employee at all times he/she is expected to attend their workplace.

Lakes District Health Board

In recognition of the nature of their work and the importance of prompt accessibility, the employer will provide suitable accessible car parking facilities for employees at no charge.

Hawkes Bay District Health Board

The employer will provide employees with reasonable access to suitable car parks.

Taranaki District Health Board

The employer shall provide employees with a car park (at no charge) on site.

Whanganui District Health Board

A car park will be provided to employees at Whanganui District Health Board Hospital at no extra cost.

Wairarapa District Health Board

The employer shall provide the employee an accessible car park (at no charge) at the relevant workplaces.

South Canterbury District Health Board

The employer will provide a suitable number of accessible car parks at the workplace for senior medical staff.

SCHEDULE C: LONG SERVICE LEAVE (CLAUSE 25)

Deleted. Refer to Schedule 3 of the 2013 – 2016 MECA for long service leave provisions that continue to apply by reason of clause 25.6 (a)-(b).

SCHEDULE D: ONEROUS DUTIES LEAVE (CLAUSE 26)

Waitemata District Health Board

The employer may grant paid special leave of up to five working days per annum, after taking into account advice from employee-nominated representatives, to an employee whose duties have been exceptionally onerous in the previous 12 months. Leave shall not be unreasonably withheld.

Auckland District Health Board

The employer may grant paid special leave of up to five working days per annum, after taking into account advice from employee-nominated representatives, to an employee whose duties have been exceptionally onerous. Such leave will not be unreasonably withheld.

Counties Manukau District Health Board

The employer may grant paid special leave of absence from their normal scheduled activities of up to five working days per annum, subject to the recommendation of the clinical director to an employee whose medico-legal responsibilities have been exceptionally onerous. This leave is to be used for personal development and is not required to be on site. Leave shall not be unreasonably withheld.

Waikato District Health Board

The employer may grant paid special leave of up to five working days per annum, after taking into account advice from employee-nominated representatives, to the employee whose duties have been exceptionally onerous. Such leave shall not be unreasonably withheld.

Bay of Plenty District Health Board

The employer may grant paid special leave of up to five working days per annum, after taking into account advice from employee-nominated representatives, to an employee whose duties have been exceptionally onerous in the previous 12 months. Such approval shall not be unreasonably withheld.

Lakes District Health Board

The employer may grant paid special leave of up to five working days per annum, after taking into account advice from employee-nominated representatives, to an employee whose duties have been exceptionally onerous in the previous 12 months. Such approval shall not be unreasonably withheld.

Tairāwhiti District Health Board

The employer may grant paid special leave of up to five working days per annum, after taking into account advice from employee-nominated representatives, to an employee whose duties have been exceptionally onerous in the previous 12 months.

Taranaki District Health Board

The employer may grant paid special leave of up to five working days per annum, after taking into account advice from the employee whose duties have been exceptionally onerous in the previous 12 months. The employer will also take into account advice from employee-nominated representatives. Leave shall not be unreasonably withheld.

MidCentral District Health Board

Employees may be granted up to five days paid leave per annum when their duties in the previous 12 months have been exceptionally onerous. This is subject to the approval of their relevant manager who will take into account any recommendation of an employee nominated representative. Such leave shall not be unreasonably withheld.

Wairarapa District Health Board

The employer may grant paid special leave of up to five working days per annum, after taking into account advice from employee-nominated representatives, to an employee whose duties have been exceptionally onerous in the previous 12 months. Leave shall not be unreasonably withheld.

Hutt Valley District Health Board

The employer may grant paid special leave of up to five working days per annum, after taking into account advice from employee-nominated representatives, to an employee whose duties have been exceptionally onerous in the previous 12 months. Leave shall not be unreasonably withheld.

Nelson Marlborough District Health Board

The employer may grant paid special leave of up to five working days per annum, after taking into account advice from employee-nominated representatives, to an employee whose duties have been exceptionally onerous in the previous 12 months. Leave shall not be unreasonably withheld.

West Coast District Health Board

The employer may grant special leave of up to five working days per annum, after taking into account advice from the employee nominated representatives, to an employee whose duties have been exceptionally onerous in the previous two months. Leave will not be unreasonably withheld.

South Canterbury District Health Board

The employer may grant paid special leave of up to five working days per annum, after taking into account advice from employee-nominated representatives to an employee whose duties have been exceptionally onerous in the previous 12 months. Leave shall not be unreasonably withheld.

Southern District Health Board

The employer may grant paid special leave of up to five working days per annum, after taking into account advice from employee-nominated representatives to an employee whose duties have been exceptionally onerous in the previous 12 months. Leave shall not be unreasonably withheld.

SCHEDULE E: INTELLECTUAL PROPERTY RIGHTS (CLAUSE 38)

Counties Manukau District Health Board

The parties recognise that both the employer and the employees have legitimate interests in the ownership of copyright and other intellectual property rights which may be developed by employees in the course of their employment.

Any material proceeds or other benefits arising from these rights will be negotiated on a case by case basis.

Bay of Plenty District Health Board

The employer and employees may agree to share any material proceeds arising from copyright or intellectual property rights relating to developments made by employees in the course of their employment.

Lakes District Health Board

Both the employer and the employees have legitimate interests in the ownership of copyright and other intellectual property rights which may be developed by employees in the course of their employment.

The employer and employees further agree that their respective interests and contributions will be taken into account in negotiating the sharing of any material proceeds or other benefits arising from these rights.

Hawkes Bay District Health Board

Both the employer and employees may have legitimate interests in the ownership of copyright and other intellectual property rights that may be developed by employees in the course of their employment and these interests will be considered on a case-by-case basis.

Taranaki District Health Board

Both the employer and employees have legitimate interests in the ownership of copyright and other intellectual property rights which may be developed by employees in the course of their employment and these interests will be considered on a case by case basis.

Whanganui District Health Board

The parties recognise that both the employer and the employees have legitimate interests in the ownership of copyright and other intellectual property rights which may be developed by employees in the course of their employment.

The parties further agree that their respective interests will be reflected by their respective contributions to the development of those rights. Accordingly, they agree to share any material proceeds or other benefits arising from those rights in proportion to their respective contributions. Where practical, agreement on the use of the employer's resources should be reached in advance.

MidCentral District Health Board

Unless otherwise agreed, all work that you produced in the course of your employment is the property of MidCentral District Health Board and MidCentral District Health Board is entitled to any copyright or other intellectual property rights from such work. When areas of doubt arise the advice of the Consultation Committee will be sought.

Wairarapa District Health Board

All work produced by the employee in the course of their employment shall be disclosed to the employer. The employer and employee will agree on the entitlement to any material proceeds or other benefits relating to any copyright or intellectual property rights of or arising from such work.

Hutt Valley District Health Board

Both the employer and employees may have legitimate interests in the ownership of copyright and other intellectual property rights that may be developed by employees in the course of their employment and these interests will be considered on a case-by-case basis.

Capital & Coast District Health Board

The parties recognise that both the employer and employees have legitimate interests in the ownership of copyright and other intellectual property rights which may be developed by employees in the course of their employment.

The parties further agree that their respective interests will be reflected by their respective contributions to the development of those rights. Accordingly, they agree to share any material proceeds or other benefits arising from those rights in proportion to their respective contributions.

Nelson Marlborough District Health Board

The parties recognise that both the employer and employees have legitimate interests in the ownership of copyright and other intellectual property rights which may be developed by employees in the course of their employment.

The parties further agree that their respective interests and contributions will be taken into account in negotiating the sharing of any material proceeds or other benefits arising from those rights.

West Coast District Health Board

Both the employer and employees may have legitimate interests in the ownership of copyright and other intellectual property rights which may be developed by employees in the course of their employment and these interests will be considered on a case-by-case basis.

South Canterbury District Health Board

The parties recognise that both the employer and employees have legitimate interests in the ownership of copyright and other intellectual property rights which may be developed by employees in the course of their employment. The parties further agree that their respective interests will be reflected by their respective contributions to the development of those rights. Accordingly they agree to share any material proceeds or other benefits arising from those rights to reflect and recognise their respective contributions.

Southern District Health Board *(in respect of all sites that were formerly part of the Southland District Health Board)*

The parties recognise that both the employer and employees have legitimate interests in the ownership of copyright and other intellectual property rights which may be developed by employees in the course of their employment.

The parties further agree that their respective interests will be reflected by their respective contributions to the development of those rights. Accordingly they agree to share any material proceeds or other benefits arising from those rights in proportion to their respective contributions.