



OTAGO COMMUNITY HOSPICE PALLIATIVE CARE DOCTORS COLLECTIVE AGREEMENT

1 JULY 2016 – 30 JUNE 2017



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PART ONE - COVERAGE AND APPLICATION MATTERS

This Agreement applies to members of the Association who fall within the coverage clause of this Agreement. The parties acknowledge that hospices in New Zealand are linked with the public health system. Where possible, the parties shall endeavour to ensure that conditions of employment for employees are fair and comparable to their peers working in public hospitals.

Medical officers are a distinct vocationally trained occupational employee group. The employer benefits from these employees having significant influence in their internal decision-making.

The parties are committed to working together in order to establish and strengthen this engagement with empowerment of medical officers.

The Association and the employers recognise that a relationship between the employer and medical officers based on 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 the employer and medical officers.

1 UNDERLYING PRINCIPLES

1.1 General

The parties acknowledge the importance of collegiality within the workplace and will actively encourage collective negotiations and responses to workplace challenges and issues.

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.

The parties acknowledge the increasingly demanding medico-legal environment in which employees are required to practise. Accordingly, the employer undertakes to do what it reasonably can to ensure the workplace is well resourced, professionally supportive and conducive to a very high standard of individual clinical practice.

1.2 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.

2 NATURE OF AGREEMENT

This is a collective agreement negotiated under the provisions of the Employment Relations Act 2002.

It sets out the core terms and conditions of employment for all senior medical officers who fall within its coverage clause.

It provides the minimum terms and conditions of employment that underpin an 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.

Any 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.

3 PARTIES TO THE AGREEMENT

3.1 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 Otago Community Hospice referred to in this agreement as “the employer”.

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

4 COVERAGE

This Agreement applies to:

Registered medical practitioners employed by the hospice provided that coverage shall be further limited to such medical practitioners:

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

Other than any medical practitioner (as defined above) who is employed as a house surgeon, house physician or registrar.

However registered medical practitioners employed as senior medical officers who are completing their vocational training are entitled to be covered by this agreement.

5 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.

6 NEW EMPLOYEES

6.1 During the term of this Agreement, the employer offering 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.

6.2 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.

7 VARIATION

- 7.1 The parties accept that there may be provisions within this Agreement and that circumstances may arise during its term that warrant the negotiation of a variation to the agreement prior to its expiry date.
- 7.2 Any subsequent variation will not take effect until it is recorded in writing and signed by all parties.

8 MUTUAL OBLIGATIONS

- 8.1 The parties acknowledge that an essential feature of any employment relationship is that it be based on mutual trust and confidence and fair dealing between the parties.
- 8.2 The parties undertake to behave towards one another in a manner that will maintain and strengthen such trust and confidence and fair dealing.
- 8.3 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.
- 8.4 For their part, the employees covered by this Agreement undertake to apply themselves diligently and conscientiously to the discharge of those obligations.

9 TERM

- 9.1 Unless otherwise specified elsewhere in this agreement, the agreement shall come into effect on 1 July 2016 and shall expire on 30 June 2017.
- 9.2 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.

10 DEFINITIONS

In this Agreement:

- 10.1 **“Medical Specialist”** means any medical practitioner who has a vocational scope of practice registered by the Medical Council under the Health Practitioners Competence Assurance Act 2003 and who is employed in either that branch of medicine or in a similar capacity with minimal oversight.
- 10.2 **“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.
- 10.3 **“Full-time employee”** means any employee who is employed under this Agreement for forty (40) hours or more on average each week.
- 10.4 **“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 46.2(e) – Section 5] are not to be included as part of an employee’s non-clinical time.
- 10.5 **“Ordinary Hourly Rate”** means the hourly rate derived by dividing the employee’s nominal annual base salary rate by 2086.

- 10.6 **"Part-time employee"** means any employee who is employed under this Agreement for less than forty (40) hours on average each week.
- 10.7 **"Full Pay"** means the employees usual gross fortnightly earnings (based on their agreed job size and current remuneration schedule).
- 10.8 **"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.
- 10.9 **"Service"** means all total aggregated service as a salaried medical practitioner with any hospice, New Zealand district health board (or predecessors), university, government department or ministry, statutory body, or the armed services. The length of service for parental leave means current continuous service (i.e. broken by periods of no more than three months) in the employment of the employer.



PART TWO - REMUNERATION & HOURS OF WORK

11 SALARIES

11.1 Movement up the scale

Movement up the scale will be as per the anniversary date at the expiry of the 2012-2014 collective agreement.

11.2 Medical Specialists

Medical specialists shall be paid an annual base salary in accordance with the scale below. This base salary below is for a nominal job size of 40 hours a week.

As of 1 July 2015		As of 1 July 2016
Step	Annual Salary	Annual Salary
13	216,500	220,830
12	208,000	212,160
11	201,000	205,020
10	196,000	199,920
9	191,000	194,820
8	186,000	189,720
7	181,000	184,620
6	176,000	179,520
5	171,000	174,420
4	166,000	169,320
3	161,000	164,220
2	156,000	159,120
1	152,000	155,040

11.3 Medical Officers

Medical officers shall receive an annual base salary in accordance with the scale set out below. This base salary below is for a nominal job size of 40 hours a week.

As at 1 July 2015		1 July 2016
Step	Annual Salary	Annual Salary
12	166,000	169,320
11	159,250	162,435
10	154,500	157,590
9	150,000	153,000
8	145,250	148,155
7	140,750	143,565
6	136,000	138,720
5	131,500	134,130
4	126,750	129,285
3	122,250	124,695
2	118,250	120,615
1	114,250	116,535

11.4 Advancement through Salary Scales

- (a) Upon employment the initial placement of the employee on the scale shall be negotiated between the prospective employee and employer, in consultation with the clinical director (or equivalent) of the applicable service and taking into account factors such as years of relevant experience and qualifications.
- (b) Thereafter, advancement through the salary scales shall be annual, subject to a satisfactory performance appraisal of the employee's agreed duties and responsibilities.
- (c) Where no performance appraisal has taken place within two months of the due date of the employee's salary advancement and this has been drawn to the attention of the employer, the employee will be entitled to receive the salary advancement from the due date.
- (d) 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.
- (e) An employee who is declined salary advancement may seek a review of that decision by review panel whose members shall be agreed between the employer and the Association.
- (f) Employees shall not be denied advancement if their failure to achieve satisfactory performance of agreed duties and responsibilities were caused by the employer breaching a term and condition of employment.

12 HOURS OF WORK

- 12.1 An employee's hours of work 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.
- 12.2 Clinical supervision is part of an employee's job. It shall be included in their agreed hours of work and job description as appropriate.
- 12.3 Employees rostered on call will receive, in addition to their normal salary, for each rostered period on call a minimum payment of either:
 - (a) \$1700 per weekend on call (a weekend is defined as being from 8am on a Saturday until 8am on a Monday) with effect from 1 September 2014, increasing to \$1800 from 1 July 2015, increasing to \$1900 from 30 June 2016, or a daily rate of \$850 for a 24-hour period, with effect from 1 September 2014, increasing to \$900 from 1 July 2015, increasing to \$950 from 30 June 2016.
 - (b) \$250 for a weekday night (Monday to Friday inclusive between 5pm and 8am) increasing to \$275 from 1 October 2015.
- 12.4 Employees covered by this agreement who are 2nd on call when registrars are first on call shall be paid 40% of the rates set out in 12.3 (a) or (b) above as applicable.
- 12.5 Employees may agree with their employer to an hourly, daily or weekly rate which is more favourable overall than the rate set out in 12.3.
- 12.6 Employees, who have, at the time of signing, agreed with their employer a more favourable rate than that set out in 12.3 shall be paid at the more favourable rate.



- 12.7 The employee shall be paid at their normal hourly rate for any additional work that they are required by the employer to do outside of the normal hours that is not part of an after-hours on call roster. The employer and employee may mutually agree to time in lieu instead of payment.
- 12.8 A tea break of 10 minutes shall be allowed mid-morning and mid-afternoon without deduction from pay and also upon every two hours of overtime. Tea, coffee, milk and sugar shall be available at the employers' expense.

13 PART-TIME EMPLOYEES

Part-time employees shall be paid on a pro rata basis.

14 CLINICAL LEADERSHIP POSITIONS

A payment of 5% of salary pro rata shall be paid to any employee covered by this agreement who is appointed to a clinical leadership position.

15 SUPERANNUATION

The parties to this agreement acknowledge that where employees have joined a KiwiSaver or complying superannuation fund, the employer must make compulsory employer contributions. The employer contribution will be 3% as of 30 March 2011 moving to 4% as of 30 March 2012.

16 PAYMENT OF SALARY

- 16.1 Salaries shall be paid fortnightly, by direct credit to a bank account in New Zealand of the employee's choice.
- 16.2 Absence due to approved unpaid leave:
- (a) 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.
 - (b) Notwithstanding this clause, however, subject to meeting the threshold of satisfactory performance, employees are entitled to receive their 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.

17 WORK-RELATED EXPENSES

17.1 Reimbursement of Expenses

Full-time employees and part-time employees, whose only income from medical practice is derived from their employment with one employer, shall be reimbursed the full cost of work-related expenses, including:

- (a) the annual practising certificate, including disciplinary levies;
- (b) Medical Protection Society membership or an agreed alternative;
- (c) vocational registration fee (once only);
- (d) college membership fees, where membership of the particular college(s) is necessary for the employee's employment;
- (e) fees for accredited maintenance of professional standards (MOPS) or similar programmes.

Other part-time employees shall be reimbursed on a pro rata basis.

17.2 Employees shall be reimbursed the cost of membership of approved professional associations relevant to the employee's duties and responsibilities (for example ANZSPM, NZ Pain Society; Asia Pacific Hospice Network) on a pro rata basis.

17.3 Telephone calls and rental

A cell phone will be made available to the doctor on call. 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.

18 CAR PARKING

Free, accessible, safe car parking on site will be provided to employees at all times when they are expected to attend workplaces as the result of an on-call roster.

19 USE OF PERSONAL MOTOR VEHICLE

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, when they are required:

- (a) to travel to and from work outside their normal hours of duty;
- (b) to travel between workplaces provided a hospice vehicle is not available;
- (c) to undertake any other approved travel provided a hospice vehicle is not available.

20 RELOCATION COSTS

The employer and the prospective employee will negotiate on the level of reimbursement of reasonable transfer and relocation expenses prior to appointment.



PART THREE - PROVISIONS RELATING TO LEAVE

21 ANNUAL LEAVE

- 21.1 All employees shall be granted five weeks annual leave (pro rata for part-time employees) on full pay.
- 21.2 Subject to the provisions below, all annual leave shall be taken in accordance with the provisions of the Holidays Act 2003.
- 21.3 Annual leave may be taken in one or more periods each year and leave that is not taken in one year may be accrued, provided that the maximum amount of annual leave that may be accrued at any time shall not exceed two years' annual leave.
- 21.4 However, with the prior consent of the employer, a third year's leave may be accrued where the leave is being accumulated with the intention of using it in conjunction with sabbatical leave or a period of secondment.
- 21.5 Accrued annual leave over and above the statutory minimum that exceeds three years' entitlement may be forfeited unless there were good reasons that prevented the employee from taking the leave and provided that the employee is given six months' written notice of the impending forfeiture.
- 21.6 When an employee ceases their employment, the employer shall pay them for any outstanding and accrued annual leave, at their full rate of pay in accordance with the Holidays Act 2003.
- 21.7 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.

22 PUBLIC HOLIDAYS

22.1 Holidays Act

Subject to the provisions below, all public holidays shall be taken in accordance with the provisions of the Holidays Act 2003.

22.2 Public Holidays

Public Holidays shall be as specified in section 44 of the Holidays Act 2003

- 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

22.3 If the employee works (including being on call) on a Public Holiday, they will be paid at the rate of \$1350, for a 24-hour period in addition to an alternative holiday, increasing to \$1425 from 1 October 2015. Where two or more employees work during the public holiday, they shall share the payment equally between them unless otherwise agreed.

22.4 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) 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.
- (d) An employee shall, during a period of reduced pay, be paid at the same reduced rate for a public holiday or substituted succeeding day falling during the period of such leave.

23 LEAVE FOR ILLNESS, ACCIDENT & BEREAVEMENT

23.1 An employee may take sick leave if:

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

23.2 An employee is entitled to 10 days sick leave for each 12 month period of employment.

23.3 Sick leave that has not been taken may be carried over to any subsequent 12 month period of employment to a total of 100 days.

23.4 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.

23.5 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a Tupa paku/deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent).

The length of time off shall be three days for each bereavement of a close family member/partner and one day for each bereavement of a person whom the employee has a close association or cultural obligation.

More time off can be provided at the discretion of the employer and should not be unreasonably withheld.

All other provisions of bereavement leave not specifically provided for in the above clauses will be exercised in accordance with the Holidays Act 2003. This provision includes any statutory entitlement to paid special leave for similar purposes.

24 PARENTAL LEAVE

24.1 General Entitlement

- (a) Employees are entitled to up to twelve months' parental leave without pay for births and adoptions in accordance with the Parental Leave and Employment Protection Act 1987.
- (b) Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave.
- (c) 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 certifying the expected date of delivery.
- (d) The provision is waived in the case of adoption or circumstances outside the control of the employee.
- (e) Employees are required to give at least one month's notice of return to work.
- (f) 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.
- (g) 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.

24.2 Paid parental leave

- (a) Where an employee is granted leave in terms of clause 24.1 above and assumes the primary care of the child(ren), he/she may negotiate with the employer to be paid for a period of up to six weeks, beginning at the start of the leave period.
- (b) The partner of the primary caregiver may be granted paid leave of up to two weeks. Such leave shall be continuous and shall be taken within a period commencing three weeks prior to the expected date of delivery (or 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) Payments in sub-clauses (a-b) above shall be calculated at the rate applying for the six weeks immediately preceding the cessation of duty. Employees who resign from their employment with the employer without returning to work will be required to refund the paid leave that they received.
- (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 the taking of leave, then the calculation of payment for the first six weeks of leave shall be based on the proportion of full-time employment immediately prior to any such enforced reduction in hours.
- (e) Where an employee is absent on parental leave for less than six weeks, he/she shall be paid as calculated in sub-clause (c) above for the period of leave taken.

25 ATTENDANCE AT PROFESSIONAL MEETINGS

25.1 Employees, including those who have been elected or seconded to positions to the organisations listed below, may request leave on full pay to attend meetings of those bodies. The granting of such leave shall not be unreasonably withheld. Where the employer does not agree to paid leave, given sufficient notice leave without pay may be approved and will not be unreasonably withheld.

- The Ministry of Health
- The Medical Council of New Zealand;
- Disciplinary bodies established under statute;
- Medical colleges and other relevant professional associations;
- The New Zealand Medical Association.
- Employees who have been elected or seconded to positions with the Association of Salaried Medical Specialists shall be entitled to leave on full pay to attend meetings of this body.

25.2 The employer may also approve paid leave for employees to meet professional obligations and occasional teaching or examination requests, and to attend meetings convened by other government departments and statutory bodies, where the employee has been invited to attend or is doing so in their professional capacity. Applications for leave will not be unreasonably withheld.

26 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

27 UNION FEES

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.

28 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.

29 STOPWORK MEETINGS

- 29.1 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.
- 29.2 The Association shall give the employer at least 14 days' notice of the date and time of a union meeting.
- 29.3 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.
- 29.4 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.
- 29.5 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.

30 PAID EMPLOYEE REPRESENTATIVES EDUCATION LEAVE

- 30.1 The employer shall provide paid employee representatives education leave calculated on the basis of three days for the first eight Association members (full-time equivalent) employed by the employer and one day for every eight Association members (full-time equivalent) thereafter employed by the employer.
- 30.2 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. This provision of this clause shall be inclusive of Part 7 of the Employment Relations Act 2000.

PART FIVE - PROFESSIONAL MATTERS

31 QUALITY IMPROVEMENT ENVIRONMENT

- 31.1 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. 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.
- 31.2 The employer and employees are committed to fostering this environment, and to this end will work together to implement quality improvement initiatives including credentialing.
- 31.3 Credentialing processes and implementation are matters to be agreed between the employer and affected employees. Credentialing will also consider the resources required for a particular service.

32 PROFESSIONAL DEVELOPMENT AND EDUCATION

Hospices recognise the importance of actively encouraging their employees to undertake professional development and education.

32.1 Continuing Medical Education

NOTE: These provisions shall not apply to locums or fixed term employees who are employed for periods of six months or less.

- (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 continuing education each calendar year, pro rata for part-time employees, 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) Full-time employees, and part-time employees with 0.3 FTE or more, whose only income from medical practice is derived from their employment with one employer, shall be reimbursed taking effect 1 July 2012 actual and reasonable expenses of up to \$12,000 per annum (GST exclusive), pro rata for other part-time employees below 0.3 FTE or with income from other medical practice. This amount shall increase to \$14,000 from 1 July 2013 and to \$16,000 from 1 July 2014.
- (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
- (d) Time-in-lieu will be provided for any approved continuing medical education or professional development activities, including travel time that are undertaken during weekends or New Zealand public holidays.

33 SABBATICAL LEAVE

After every six years of service, an employee may apply for sabbatical leave of three months, or other agreed period, whether as a continuous period or a series of separate periods, to spend time at other clinical units or centres, universities or research institutes 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. Payment for the period of sabbatical leave will be by negotiation between the employee and employer. This might include normal pay, accrued unspent continuing medical education allowance and other entitlements.

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 with consideration of resource requirements for continued service provision.

34 SECONDMENT LEAVE

Employees may apply for a secondment of two weeks every three years to a recognised unit for the purpose of professional development and upgrading skills which is relevant to their duties and responsibilities and of benefit to the hospice. Whilst additional to CME leave, CME funding may be accessed to support secondments costs. This might be on a shared basis.

Employees with 10 years or more service as of 1 July 2011 are eligible immediately to apply for this leave. Employees with 5 to 10 years' service as of 1 July 2011 will be eligible as of 1 July 2012, and employees with 3 to 5 years' service will be eligible as of 1 July 2013. For clarity, any employee with three years' service or more may apply for secondment leave within the constraints of this clause as of 1 July 2013.

35 INTELLECTUAL PROPERTY RIGHTS AND RESEARCH

The employer acknowledges the right of 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.

Approval of the Ethics Committee is required should research include the resources of the employer. This clause does not apply to patents.

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.

36 PROFESSIONAL & PATIENT RESPONSIBILITY & 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 Council, 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.

37 PUBLIC DEBATE & DIALOGUE

- 37.1 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.
- 37.2 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.

38 PATIENT SAFETY

- 38.1 Employees who have serious concerns over actual or potential patient safety risks shall make every reasonable effort to resolve them satisfactorily with the employer.
- 38.2 Where either the Association or the employer believes that the serious concerns remain unresolved, they shall develop a process for resolution of these concerns.

39 INVESTIGATIONS OF CLINICAL PRACTICE

- 39.1 The purpose of this clause is to address performance concerns relating to clinical practice and its impact on patient safety. It is not intended for use where the concern, on the face of it, does not reflect adversely on the practitioner's clinical competency.
- 39.2 The employer shall investigate fairly, thoroughly and as quickly as reasonably possible any complaints it receives or concerns it may have that raise serious questions about the employee's standards of clinical practice.
- 39.3 Before undertaking such an investigation, at the earliest practical opportunity after becoming aware of the complaint or concern, the employer shall advise the employee of the complaint or concern and that it proposes to undertake an investigation. At the same time, the employer shall give the employee written advice of the concern and/or, 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.
- 39.4 Before making a final decision to proceed with an investigation, the employer shall give the employee reasonable time to comment. At this stage in the process, the employer may decide not to investigate the concerns further itself but to refer them to the appropriate external professional body.
- 39.5 If the employer decides to proceed with an investigation, the employer must closely consult the employee about the terms of reference of the investigation and who the investigator or investigators will be.
- 39.6 The employer shall ensure the investigation is undertaken as sensitively as reasonably possible with respect to the employee and will encourage the employee to seek appropriate professional and other support throughout the process.
- 39.7 Pending the results of the 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, provided that:
- (a) Such restrictions shall be kept to the absolute minimum consistent with the need to avoid risk or harm to a third party. 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.



- (b) The restrictions shall automatically lapse after three weeks, at which time the employee shall resume normal duties, unless in the meantime, a panel of up to three senior medical practitioners, at least one of who was nominated by the affected employee has reviewed the need for the restrictions and recommended they be maintained. The panel may recommend that the restrictions be varied.
- 39.8 An employee's practice may not be restricted for longer than three months unless a second panel of up to three senior medical practitioners, none of whom shall be employees of the employer, has reviewed and endorsed in writing the need for such restrictions. The employee whose practice is under investigation has the right to nominate at least two members of the second panel, which shall have the authority to lift, maintain or vary the restrictions.
- 39.9 The employer shall meet the costs of conducting these investigations and reviews.
- 39.10 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.
- 39.11 The employer and the affected employee may agree to vary any of these provisions.



PART SIX - GENERAL TERMS

40 CONSULTATION

40.1 The parties to this Agreement acknowledge that change in the provision of palliative care services may be required to ensure the efficient and effective delivery of these services. Furthermore, the parties recognise that they have a mutual interest in ensuring that palliative care 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.

40.2 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 43 shall be adopted.

40.3 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 employees covered by this agreement as to the purpose, extent, process and terms of reference of such review and will give due regard to their advice.

40.4 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.

41 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.


42 REDUNDANCY

42.1 In the event of a redundancy situation (see clause 10.7) employees and the Association shall be advised by the employer 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;
 - 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) The severance payment will be calculated according to the following formula
- Six weeks base salary for the previous 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 percent of base salary for the preceding 12 months multiplied by the number of completed months in addition to years of service.

42.2 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 of the business 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 or similar as, and are 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.

43 RIGHTS OF PRIVATE PRACTICE AND CONFLICT OF INTEREST

- 43.1 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.
- 43.2 Employees exercising this right shall not knowingly allow it to adversely affect 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.
- 43.3 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.
- 43.4 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.

44 LOCUMS

- 44.1 The employer undertakes to use their best endeavours to fill all gaps or vacancies as soon as they occur or are reasonably foreseen, except where the employer and affected employees reach agreement over satisfactory alternative arrangements.
- 44.2 (a) When, after considering the advice of the clinical/medical 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 and where the additional duties and responsibilities extend beyond the normal working day of an employee providing that cover, 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.
- (b) If as the result of the absence of other staff an employee is required to undertake additional duties that will require them to work more than 40 hours per week and the absence is greater than 5 working days then compensation for those additional hours (beyond the first five days) shall be not less than time and a half of the employee's current hourly rate"

- (c) If as the result of the absence of other staff a part-time employee is required to undertake additional duties that will not require them to work more than 40 hours per week and the absence is for greater than 10 working days then compensation for those additional hours ((beyond the first 10 days) shall not be less than time and a half of the employee's current hourly rate. If a part-time employee works beyond 40 hours 42.2(b) takes effect.

44.3 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 roster beyond fifteen days.

45 JOB DESCRIPTIONS

45.1 All employees are entitled to mutually agreed job descriptions.

45.2 The parties note that the Council of Medical Colleges of New Zealand endorses that non-clinical 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. A list of non-clinical duties might contain any or all of the following activities:

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

The medical 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;
- the practitioner's relevant medical college(s) and/or professional association(s);
- the New Zealand Medical Council;
- the Health & 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.

46 PROTECTIVE CLOTHING

46.1 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.

46.2 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.

46.3 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.

47 EMPLOYERS' POLICIES, PROCEDURES AND PERSONAL FILES

47.1 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.

47.2 Employees are entitled to have reasonable access to their personal file held by the employer who will advise them of any significant amendments.

48 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 Council.

49 APPOINTMENT PROCESSES

49.1 Prior to a decision being made regarding the need to fill or create a medical position, whether permanent or temporary, the employer shall consult doctors covered by this agreement as to the need for such an appointment, the nature and level of skills and experience sought and the job description for the appointment.

49.2 A doctor currently employed in palliative care will be part of the decision making process (whether in person interview or other process) when a decision is made to appoint a doctor to the hospice.

49.3 The parties acknowledge the importance of thorough checking of qualifications and other relevant details of the candidate about to be appointed including accuracy and veracity of referee reports.

49.4 Any credentialing requirements of the hospice should be included as part of the appointment process.

50 FACILITIES AND EQUIPMENT

50.1 Workplace Conditions, Resources and Accommodation

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

50.2 Provisions of Libraries and Internet Access

The employer will negotiate reasonable access to relevant journals, publications, other literature, email and Internet facilities and establish the capacity to share resources in order that employees are able to fulfil the requirements of their job descriptions.

51 OTHER RELEVANT LEGISLATION

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

- Injury Prevention, Rehabilitation and Compensation Act 2001
- New Zealand Public Health and Disability Act 2000
- Health and Safety in Employment Act 1992
- Health Reforms (Transitional Provisions) Act 1993
- Holidays Act 2003
- Hospitals Act 1957
- Human Rights Act 1993
- Income Tax Act 1976
- Health Practitioners Competence Assurance Act 2003
- New Zealand Bill of Rights Act 1990
- Official Information Act 1982
- Privacy Act 1993
- Smokefree Environments Act 1990
- Wages Protection Act 1983.



PART SEVEN - SETTLEMENT OF DISPUTES AND PERSONAL GRIEVANCES

52 MEDIATION AND ADJUDICATION

- 52.1 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.
- 52.2 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.

53 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

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

53.1 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.

53.2 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.



53.3 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; and
 - why he/she feels aggrieved;
 - 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.

53.4 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 Department of Labour.
- (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.

53.5 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.

53.6 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.

Dated this 9th day of MAY 2017

Authorised Representative of
the UNION PARTY



Lloyd Woods
Senior Industrial Officer

For
the ASSOCIATION OF SALARIED MEDICAL
SPECIALISTS

Authorised Representative of
the EMPLOYER PARTY



Ginny Green
Chief Executive Officer

For
the OTAGO COMMUNITY HOSPICE

