



NGATI POROU HAUORA COLLECTIVE AGREEMENT

01 JULY 2017 - 30 JUNE 2018



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PART ONE – COVERAGE AND APPLICATION MATTERS

1 UNDERLYING PRINCIPLES

- 1.1 The parties acknowledge the importance of collegiality within the workplace and will actively encourage collective negotiations and responses to workplace challenges and issues.
- 1.2 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.
- 1.3 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.

2 NATURE OF AGREEMENT

- 2.1 This is a collective agreement, inclusive of the attached schedule, negotiated under the provisions of the Employment Relations Act 2002.
- 2.2 It sets out the core terms and conditions of employment for all medical practitioners who fall within its coverage clause.
- 2.3 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.
- 2.4 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.

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) Ngati Porou Hauora Charitable Trust Board 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 who are members of the Association.

4 COVERAGE

- 4.1 This Agreement applies to:

Registered medical practitioners employed by the employer 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 Councils of New Zealand; and
- Who are required as a condition of their employment to hold a current practising certificate.

- 4.2 This agreement reflects both a process of constructive engagement and a significant investment by the ASMS and members and Ngati Porou Te Hauora.

The parties agree that, consistent with the principles of the Employment Relations Act, the terms and conditions agreed at the date of settlement of this agreement will not be automatically passed on to employees not 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, 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.

- 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 or 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 is 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 This agreement shall come into effect on 1 July 2017 and it shall expire on 30 June 2018.
- 9.2 Unless otherwise agreed, the parties undertake to begin negotiations for a replacement agreement not later than 1 March 2018.

10 DEFINITIONS

In this Agreement:

- 10.1 **"Medical Practitioner with vocational scope of practice"** means any medical practitioner who has been registered by the Medical Council of New Zealand with a vocational scope of practise under the Health Practitioners Competence Assurance Act and who is employed in either that branch of medicine or in a similar capacity with minimal oversight.
- 10.2 **"Medical practitioner"** means any medical practitioner who is registered under the Health Practitioners Competence Assurance Act and who falls within the coverage clause of this Agreement and who is not a medical practitioner with a vocational scope of practice.
- 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 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 2080.
- 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 **"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.
- 10.8 **"Service"** means service with the employer.
- 10.9 **"The Coast"** means Primary health/hospital provision from Uawa to Matakooa.
- 10.10 **"Town"** means within Gisborne City boundaries.

PART TWO - REMUNERATION & HOURS OF WORK

11 SALARIES

11.1 Medical practitioners shall be paid on the following scale. The hourly rate is calculated on the basis of a 40 hour week, 52 week year.

| Step | As at 1 July 2016 and backdated to 1 July 2015 | |
|------|---|-------------|
| | Annual salary | Hourly rate |
| 8 | 180,583 | 86.82 |
| 7 | 174,989 | 84.13 |
| 6 | 169,960 | 81.72 |
| 5 | 164,933 | 79.29 |
| 4 | 159,906 | 76.88 |
| 3 | 156,377 | 75.18 |
| 2 | 150,070 | 72.15 |
| 1 | 144,088 | 69.26 |

11.2 Medical practitioners with a vocational scope of practice registered by the Medical Council of New Zealand shall be paid on the following scale. The hourly rate is calculated on the basis of a 40 hour week, 52 week year.

| Step | As at 1 July 2016 and backdated to 1 July 2015 | |
|------|---|-------------|
| | Annual salary | Hourly rate |
| 11 | 203,024 | 97.60 |
| 10 | 197,588 | 94.99 |
| 9 | 192,149 | 92.38 |
| 8 | 186,710 | 89.77 |
| 7 | 181,272 | 87.15 |
| 6 | 175,835 | 84.53 |
| 5 | 171,000 | 82.22 |
| 4 | 166,166 | 79.89 |
| 3 | 161,332 | 77.56 |
| 2 | 156,499 | 75.24 |
| 1 | 151,663 | 72.92 |

11.3 Medical practitioners who achieve a vocational scope of practice while employed by the employer shall translate to the vocationally registered scale at a minimum of the step with the money amount higher than their step on the medical practitioners' scale.

11.4 Advancement through Salary Scales

- (a) The initial placement of the employee on the applicable salary scale shall reflect their years of relevant experience as a general practitioner. In ordinary circumstances each year of relevant experience shall be reflected by one step on the salary scale. For the purposes of this clause relevant experience includes years of practice as a general practitioner (or equivalent) both in New Zealand and overseas.

- (b) Thereafter, advancement through the salary scales shall be annual, subject to satisfactory performance of the employee's agreed duties and responsibilities as set out in the job description.
- (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 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.

11.5 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 in the period under review.
- (b) 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.
- (c) The pro rata payment will be calculated on the difference between their current salary step and the next step on the salary scale.
- (d) 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.

12 HOURS OF WORK AND JOB SIZE

- 12.1 The ordinary hours observed by medical practitioners engaged by the Clinic shall not exceed 40 hours weekly, to be worked between the hours of 8.00 am – 6.00 p m daily, Monday – Friday inclusive.
- 12.2 The ordinary hours shall be worked as follows:
 - Patient contact – 33 hours per week.
 - Administration including clinical paper work – 6 hours per week.
 - Clinical meeting or employees meeting -1 hour per week. (this will not be pro-rata for part-time employees)
 - Employees meeting – 1 hour per week (this will not be pro-rata for part-time employees)
- 12.3 Consultation time per patient shall be 15 minutes, provided that the practitioner may employ some flexibility on occasions when the practitioner deems it necessary, provided that as a rule the 15-minute consultation time is adhered to.
- 12.4 Actual working hours (starting/finishing times each day and days worked) shall be agreed between the Chief Executive and the medical practitioners, taking into account the requirements of the Clinic. Current job sharing or part-time arrangements shall continue to apply unless mutually agreed between the employee and the employer.

12.5 Patient workload will not average more than 1700 enrolled patients per permanent FTE unless by mutual agreement between the employer and employees. Both parties will monitor and report on the situation, in recognition of the sicker patient base register of NPH.

13 ROSTERED AFTER HOURS ON-CALL DUTIES

13.1 After hours on call rosters will be agreed between the doctors as much as possible annually including planning for annual leave, CME leave and sabbatical.

13.2 Doctors will be expected to work call on the basis of a 1:5 roster in "town" and a 1:4 roster on "the Coast". This will be on the basis that they work not more than 9 weekends and 34 week nights on a 1:5 roster (42/5 and 168/5) and not more than 11 weekends and 42 week nights (42/4 and 168/4) on a 1:4 roster. Call will be allocated on a pro rata basis by the doctors taking into account family circumstances unless otherwise agreed with the doctor concerned.

13.3 Doctors will be paid \$2000 per weekend (Friday night 6pm to Monday morning 8.00am on call including a Saturday and Sunday Morning clinic \$200 per week night except for Doctors employed on the Coast where payment shall be \$2300 and \$300 respectively,

13.4 Any call worked additional to that set out in 13.2 above will be by agreement with the doctor(s) concerned and paid at a rate agreed between the doctor(s) concerned and the employer.

13.5 The employer accepts that locum cover will be required periodically in order to cover leave.

13.6 Doctors who have worked a weekend on call on the Coast will be entitled to have the following Monday morning off in order to recover.

13.7 The employer acknowledges that in the case of frequent and disruptive call doctors may have to rearrange clinics on the following day in order to recover and to ensure employee and patient safety.

14 CHANGED AFTER HOURS IN TOWN

If agreement is reached with Tairawhiti DHB or another provider with regard to meeting NPH after hours commitments in Gisborne the parties will meet and agree new after hours' payment arrangements.

15 PART-TIME EMPLOYEES

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

16 RECRUITMENT AND RETENTION BENEFITS

16.1 For Doctors employed predominantly on the Coast (as per the definition) a recruitment and retention allowance of \$2000 per FTE per annum subject to affordability will be paid.

16.2 The employer may agree to provide additional benefits, including special allowances, to any employees where recruitment and retention has or may become a serious problem.

16.3 The level and nature of any recruitment and retention benefits that may be provided shall be fair and transparent.

16.4 When providing a recruitment and retention benefit the employer shall review the salaries and benefits of existing employees in the same service with a view to ensuring fairness and consistency.

17 CLINICAL LEADER

Any employee acting as clinical leader will receive an allowance annually equivalent to 15% of salary. The employee's job description will include roles and responsibilities for the position.

18 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.

19 SUPERANNUATION

The employer will pay a matching 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.

20 PAYMENT OF SALARY

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

21 WORK-RELATED EXPENSES

21.1 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) 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 (including AVE) where membership of the particular college(s) is necessary for the employee's employment;
- (e) Membership of other approved professional associations relevant to the employee's duties and responsibilities; and
- (f) Fees for accredited maintenance of professional standards (MOPS) or similar programmes

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

21.2 Telephone

Employees who are required to be on call shall be:

- Reimbursed for all work-related toll calls.
- Provided with an up-to-date cell-phone which will be updated regularly and be available for on call duties.

21.3 Car

Employees who are supplied with a vehicle and expenses by the employer at the time of the coming force of this agreement shall continue with this arrangement until mutually agreed.

22 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 recommended by the Automobile Association (as allowed by the Inland Revenue Department), in the course of their employment, including when they are required:

- (a) To travel to and from work when on call and when making home visits
- (b) To travel between workplaces;
- (c) To undertake any other approved travel.

23 INSURANCE AND INCOME PROTECTION

Income protection insurance and health insurance will be grand-parented for employees who are covered as at the date of this agreement coming into force

24 RELOCATION COSTS

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



PART THREE – PROVISIONS RELATING TO LEAVE

25 ANNUAL LEAVE

- 25.1 All employees shall be granted five weeks annual leave (pro rata for part time employees). After five years' service with the employer this will increase to six weeks. Subject to the provisions below, all annual leave shall be taken in accordance with the provisions of the Holidays Act 2003.
- 25.2 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.
- 25.3 However leave may be accrued where the leave is being accumulated with the intention of using it in conjunction with sabbatical leave, a period of secondment or for the purpose of overseas travel.
- 25.4 When an employee ceases their employment, the employer shall pay them for any outstanding and accrued annual leave, at their full rate of pay.

25.5 Holidays Act

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

25.6 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 and will be paid at the double time for any time worked.

25.7 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.

26 LEAVE FOR ILLNESS, ACCIDENT & BEREAVEMENT

- 26.1 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.
- 26.2 This provision includes any statutory entitlement to paid special leave for similar purposes.
- 26.3 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.
- 26.4 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.
- 26.5 The reviewers shall advise the employer on the prospects and timing of the employee being fit to return to normal or other duties.
- 26.6 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.

27 PARENTAL LEAVE

27.1 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. The provision is waived in the case of adoption or circumstances outside the control of the employee.
- (d) Employees are required to give at least one month's notice of return to work.
- (e) 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.

27.2 Paid Parental Leave

- (a) Where an employee is granted leave in terms of Clause 26.1 above and assumes the primary care of the child(ren), he/she shall be paid for a period of up to six weeks, beginning at the start of the leave period. 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. 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) 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.
- (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 ATTENDANCE AT PROFESSIONAL MEETINGS

- 28.1 Employees, including those who have been elected or seconded to positions with the organisations listed below, shall be entitled to leave on full pay to attend meetings of those bodies:
- 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.
- 28.2 The employer may also approve paid leave for employees to attend meetings convened by other government department 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.
- 28.3 Employees shall inform the employer of any meeting under 28.1 or 28.2 as soon as practicable.

29 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

30 DEDUCTION OF 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.

31 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.

32 STOPWORK MEETINGS

- 32.1 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.
- 32.2 The Association shall give the employer at least 14 days' notice of the date and time of a union meeting.
- 32.3 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.
- 32.4 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.
- 32.5 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.

33 PAID EMPLOYEE REPRESENTATIVES EDUCATION LEAVE

- 33.1 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.
- 33.2 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 Part 7 of the Employment Relations Act 2000.

PART FIVE - PROFESSIONAL MATTERS

34 QUALITY IMPROVEMENT ENVIRONMENT

34.1 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 credentialing.

35 PROFESSIONAL DEVELOPMENT AND EDUCATION

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

35.1 Continuing Medical Education

- (a) The employer requires employees to be fully informed, and where possible, practised in developments within their profession. To facilitate this, full-time employees and part-time employees whose only income from medical practice is derived from their employment with one employer, will be entitled to leave for 10 working days (pro rata for part-time employees with other medical practice) continuing education each calendar year, plus the agreed reasonable travelling time. This provision may be accumulated for up to 3 years entitlement.
- (b) Employees shall be reimbursed actual and reasonable expenses of up to \$8,000 per annum (GST exclusive). This reimbursement is pro rata for part-time employees with other medical practice.
- (c) The employer shall meet all the actual and reasonable expenses associated with the completion of Primex and progression to vocational registration unless these are provided through the GPEP.
- (d) Time-in-lieu will be provided for any approved continuing medical education or professional development activities that are undertaken during weekends or New Zealand public holidays.

35.2 Secondment

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. Permission to take up a secondment will not be unreasonably withheld.

35.3 Sabbatical

- (a) Employees may apply for sabbatical programmes of three months (or other agreed period) on full pay, either as a continuous period or a series of separate periods to reflect on changes and advances in clinical knowledge or visit other relevant clinical sites and institutions for the purposes of refreshing clinical knowledge and awareness and developing new skills after every six years of service with the employer.

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- (b) The programme intended by the employee will be subject to approval by the clinical leader and Chief Executive.

35.4 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 organisation leadership as approved by the employer.

36 RESEARCH & 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.

37 INTELLECTUAL PROPERTY RIGHTS

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.

38 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 Council 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.

39 PUBLIC DEBATE AND DIALOGUE

39.1 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.

39.2 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.

40 PATIENT SAFETY

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

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

41 INVESTIGATIONS OF CLINICAL PRACTICE

- 41.1 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.
- 41.2 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.
- 41.3 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.
- 41.4 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.
- 41.5 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.
- 41.6 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.
- 41.7 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.
- 41.8 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.
- 41.9 The employer shall meet the costs of conducting these investigations and reviews.
- 41.10 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.
- 41.11 The employer and the affected employee may agree to vary any of these provisions.

PART SIX - GENERAL TERMS

42 CONSULTATION

42.1 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.

42.2 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 46 shall be adopted.

42.3 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.

42.4 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.

43 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.

44 REDUNDANCY

44.1 The employer shall advise the Association in writing of any impending redundancy 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 12.2(d)];
 - 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.

44.2 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, 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.

45 RIGHTS OF MEDICAL PRACTICE AND CONFLICT OF INTEREST

- 45.1 The employer recognises the right of employees to engage in other medical practice but not in such a way that would give rise to a conflict of interest.
- 45.2 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 other medical practice or that they are undertaking other medical practice work.
- 45.3 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.
- 45.4 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.

46 LOCUMS

- 46.1 The employer undertakes to take reasonable steps 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.
- 46.2 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 agreed with the employee(s) affected.
- 46.3 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) beyond a reasonable period of time.

47 JOB DESCRIPTIONS

Job descriptions will be mutually agreed between the employee and the employer.

48 PROTECTIVE CLOTHING

- 48.1 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.
- 48.2 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.

- 48.3 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.

49 EMPLOYERS' POLICIES, PROCEDURES AND PERSONAL FILES

- 49.1 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.
- 49.2 Employees are entitled to have reasonable access to their personal file held by the employer who will advise them of any significant amendments.

50 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.

51 APPOINTMENT PROCESSES

- 51.1 Prior to a decision being made regarding the need to fill or create a vacancy for a general practitioner medical, whether to a permanent or temporary position, the employer shall consult the employees 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.
- 51.2 A general practitioner nominated by the employees covered by this agreement shall form part of the appointments committee.
- 51.3 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.
- 51.4 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.

52 FACILITIES AND EQUIPMENT

- 52.1 Workplace Conditions, Resources and Accommodation. The employer will provide good quality, suitable and safe workplace conditions, resources and accommodation.
- 52.2 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.

53 OTHER RELEVANT LEGISLATION

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

- Injury Prevention, Rehabilitation and Compensation Act 2001
- Health and Safety in Employment Act 1992
- Holidays Act 2003
- Human Rights Act 1993
- Income Tax Act 2004
- Health practitioners Competence Assurance Act 2003
- New Zealand Bill of Rights Act 1990
- Privacy Act 1993
- Smoke free Environments Act 1990
- Wages Protection Act 1983.

PART SEVEN - SETTLEMENT OF DISPUTES AND PERSONAL GRIEVANCES

54 MEDIATION AND ADJUDICATION

- 54.1 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.
- 54.2 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.

55 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

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

55.1 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.

55.2 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.

55.3 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.

55.4 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.

55.5 Employment Relations Authority

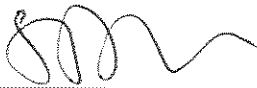
If the problem is not resolved by mediation, either party may refer the problem to the Employment Relations Authority for investigation and determination.

55.6 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 2nd day of August 2017

AUTHORISED representative of
The UNION PARTY



Sarah Dalton
For Association of Salaried Medical Specialists

AUTHORISED Representative of
The EMPLOYER PARTY



Rose Kahaki
For Ngati Porou Hauora Charitable Trust Board

