



HOKIANGA HEALTH ENTERPRISE TRUST

COLLECTIVE AGREEMENT

1 JULY 2018 – 30 JUNE 2021



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1 APPLICATION OF AND PARTIES TO COLLECTIVE EMPLOYMENT AGREEMENT

This collective agreement sets out core terms and conditions of employment for medical officers covered by this agreement employed by Hokianga Health Enterprise Trust. It provides a set of minimum terms and conditions of employment that underpin each employee's job description and any additional terms and conditions of employment that may be negotiated and agreed on an individual or group basis.

The provisions of this Agreement are minima only. Any agreement between the employer and any one or more employee(s) that provides for terms and conditions that are more favourable in respect of that employee or those employees is hereby deemed to be not inconsistent with this Agreement.

1.1 Parties

The parties to this Agreement shall be:

- The Hokianga Health Enterprise Trust, as delegated to the Chief Executive Officer (hereinafter referred to as "the employer").
- The Association of Salaried Medical Specialists (hereinafter referred to as "the Association").

This Agreement shall be binding on the parties to it.

1.2 Coverage

This collective agreement applies to any registered medical officer who is employed by the employer and who is:

- a member of the Association
- whose duties include the practice of medicine as defined from time to time by the New Zealand Medical Council, and
- who is required as a condition of their employment to hold a current practicing certificate, other than any house surgeon, house physician or registrar who is participating in a vocational training programme.

1.3 Any new employee who comes within the coverage clause of this Agreement and who is engaged by the employer after the date of the Agreement coming into force shall in the first instance be offered in writing the opportunity to be covered by this Agreement. This will include information about the Association and how to contact it. This will also apply after the expiry date while negotiations for a replacement Agreement are underway.

1.4 Variation

- (a) The parties accept that there may be matters identified within this Agreement or that circumstances might arise during its term that warrant the negotiation of a variation to this Agreement prior to its expiry date.
- (b) Any agreement to vary the contents of this Agreement requires the consent of the parties and shall be recorded in writing.

1.5 Term

This agreement replaces the previous applicable collective agreement that expired on 30 June 2018 and shall expire on 30 June 2021.

1.6 Definitions

"Leave year" means the twelve-month period commencing on and from the date or anniversary of the employee's appointment.

"General Practitioner" a medical practitioner registered by the Medical Council with a relevant vocational scope of practice.

"Medical officer" means an employee is registered by the Medical Council of New Zealand under the Health Practitioners Competence Assurance Act 2003, and who is employed in any position to which this Agreement applies.

"Full-time employee" means an employee who is required to work 40 hours per week for the employer.

"Part-time employee" means an employee who works for less than 40 hours per week for the employer.

"Qualified" means possessing a qualification which entitles the holder to registration by the Medical Council of New Zealand under the Health Practitioners Competence Assurance Act.

"Agreement" means this collective employment Agreement.

2 DUTIES

2.1 The employee shall during the continuance of his/her employment:

- (a) Provide medical care services for the people of the Hokianga as part of Hauora Hokianga.
- (b) Use his/her best endeavours to promote and protect the interests of the Trust.
- (c) Carry out and comply with all reasonable and lawful directions given to him/her by the Chief Executive Officer or Medical Director.
- (d) Devote him/herself exclusively to the discharge of duties hereunder at all times during normal business hours.
- (e) Be directly responsible to the Medical Director and ultimately responsible to the Chief Executive Officer for performing his/her duties.

2.2 The Medical Officers' duties more specifically shall be as detailed in Schedule 1 but subject to amendment, or addition at any time as may be reasonably necessary at the discretion of the Chief Executive Officer after consultation with the employee. Any amendments, additions or deletions shall be mutually agreed between the Chief Executive Officer and the affected employee.

- 2.3 The parties acknowledge that an essential feature of this employment relationship is that it should be based on mutual trust and confidence and regular and open communication between them. Accordingly, they undertake to work together in a manner that will ensure, maintain and strengthen such trust and confidence and communication.

In particular the employer undertakes to be a good employer and will provide a good and safe working environment and the resources and support reasonably required for the employees to discharge their obligations under this Agreement.

For their part, the employees undertake to apply themselves diligently and conscientiously to the discharge of their obligations under this Agreement.

- 2.4 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. Any research that requires the use of the employer's time and resources shall first have the authorisation of Hokianga Health.
- 2.5 The employee shall at all times hold a current practising certificate and hold medical defence protection. The employee shall provide a copy of his/her current practising certificate and a copy of membership of a medical defence organisation to the employer.
- 2.6 Employees who are advised by the Health & Disability Commissioner that a complaint against them is being investigated shall so advise the employer.
- 2.7 The employee will participate in organisational data collection programmes to meet population based health gain objectives and meet the organisation's contractual obligations.

3 HOURS OF WORK

- 3.1 The normal hours of work shall be 40 hours per week, and the employee is expected to participate in an evenings, weekends, public holidays, and on-call roster.
- 3.2 Actual working hours (starting and finishing times each day) shall be agreed between the medical director and the medical practitioners taking into account the requirements of the Trust.
- 3.3 The percentage hours worked and call will be agreed with the medical director at the commencement of employment.
- 3.4 Part time arrangements will be agreed in proportion of sessions to be worked in a week.
- 3.5 Variations from full time are to be agreed between the Medical Director and the doctor concerned and put in writing.
- 3.6 For the purposes of calculating non-standard hours a full time GP is expected to work
- (a) 9 daytime sessions a week (1 session equals 4 hours). Within every nine sessions worked, one of the nine sessions would be expected to be dedicated to administration.
 - (b) A normal week has 18 call payments based on two call payments per weeknight, two call payments per weekend day, and two call payments per weekend night (i.e., each week night Monday to Friday equates to two call payments; a weekend of call between 8am Saturday morning to 8am Monday morning equates to 8 call payments).

- 3.7 After hours on call rosters will be agreed between the doctors as much as possible 3 months in advance including planning for annual leave, CME leave and sabbatical.
- 3.8 The employer accepts that periodically locum cover will be required in order to cover leave.
- 3.9 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.
- 3.10 Should the roster fall below 6 FTE for any reason (including planned annual leave, sabbatical or long term sick leave) the first responsibility of the employer is to obtain a locum.
- 3.11 If the employment of a locum is not feasible then the employer may request employees to do additional duties or additional call.
- 3.12 An employee who agrees to do additional duties as per 3.11 above will be paid as per clause 4.4.

4 REMUNERATION

4.1 Base salary will be in accordance with the following scale:

Step	Description	Salary as at 1 July 2016	Salary as at 1 July 2017 (+1.5%)	Salary as at 1 July 2018	Salary as at 1 July 2019 (+3.2%)
5	Senior Practitioner *	128,354	130,279	134,488	138,792
4	Full College membership	123,803	125,660	129,719	133,870
3	Post Primex, pre-College	119,252	121,041	124,951	128,949
2	Pre-Primex	114,008	115,718	119,456	123,279
1	Probationary	107,454	109,066	112,589	116,192

- 4.2 This salary shall remunerate completely for all normal hours of work. Doctors are expected to participate in a 1 in 6 on call roster on evenings and weekends which is remunerated additionally, under clause 4.3. Any employee not participating in the call roster will be paid in accordance with clause 4.1.
- 4.3 A call payment will be paid at \$470 per session worked as described in 3.7(b).
- 4.4 Second on call

Where a doctor is required to provide second on call, to ensure safety of practice with a 'supervised employee' (for example a registrar) during after hours, the second on call payment will be \$200. Up to ten such 'second on call sessions' in any one financial year will be at the discretion of the Medical Director. Sessions over ten will be subject to discussion between the Medical Director and the CEO.
- 4.5 Advancement to Step 5 will be the responsibility of the Chief Executive Officer and will not be withheld where the employee has demonstrated commitment and performance appropriate for the level of senior practitioner. Advancement to Step 5 will be considered annually. Placement of employees on Step 5 will be on the same basis as for advancement.
- 4.6 The Medical Director shall be paid an allowance of \$8,182 per year in addition to annual salary.

4.7 Salary is to be paid by equal calendar fortnightly payments no later than Thursday of each fortnight. Salaries shall be paid by direct credit to a bank account on receipt of the appropriate written authority from an employee. In the event of a direct credit not being able to be actioned, the amount of salary due to the employee shall be paid direct to the employee by cheque.

4.8 Overpayment Recovery Procedures

Attention is drawn to the Wages Protection Act 1983. The provision of this Act, or any amendment or Act passed in substitution for this Act, shall apply.

4.9 Performance Appraisal

Employees and the Chief Executive Officer will develop an agreed performance appraisal process. Subsequently performance appraisals will occur annually.

5 ACCIDENT COMPENSATION

A payment of \$8,000 is incorporated into salary with the organisation receiving all ACC payments.

6 MATERNITY BENEFITS

A payment of \$400 shall be claimed by a doctor for attending a birth. In exceptional circumstances, where a second doctor is called to assist, the second doctor is also entitled to claim the \$400 birth fee.

7 EXPENSES

7.1 The Trust will repay the employee all actual and reasonable travelling and out of pocket expenses incurred by him/her in or about the business of the Trust as may be appropriate from time to time on presentation of reasonable evidence that the expenditure has been incurred by the employee in the due performance of duties hereunder and in accordance with the policies laid down by the Chief Executive Officer in respect of expenses.

7.2 Reimbursement of Expenses

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

- the annual practising certificate, including disciplinary levies;
- Medical Protection Society membership or an agreed alternative;
- vocational registration fee (once only);
- college membership fees,
- membership of other approved professional associations relevant to the employee's duties and responsibilities; and
- fees for accredited maintenance of professional standards (MOPS) or similar programmes.
- Other part-time employees shall be reimbursed on a pro rata basis.

7.3 Use of Private Vehicle on Employer Business

Where employees are authorised by the Chief Executive Officer to use their own cars for the purposes of work, the Trust shall pay a motor vehicle allowance at a rate and subject to conditions approved by the Chief Executive Officer.

Note: This provision does not authorise payment of the allowance to employees travelling from their residence to their usual place of employment and return.

8 SUPERANNUATION AND OTHER BENEFITS

8.1 The employer recognises its obligations to those employees who were employed by the Trust and who were members of the National Provident Fund or the Government Superannuation Fund prior to 1 July 1993.

(a) Where an employee does not qualify for the KiwiSaver retirement scheme, and after 12 months' service, the employer will match the employee's contributions to an agreed retirement savings scheme on the same basis as the KiwiSaver employer contribution, up to a maximum employer contribution of 3%.

8.2 The Trust shall provide the employee with rent free housing containing basic furniture.

9 DEDUCTION OF ASSOCIATION FEES

9.1 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 fortnightly.

9.2 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.

9.3 Stopwork Meetings

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.

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

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.

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.

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.

9.4 Paid Employee Representatives Education Leave

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.

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.

10 PROFESSIONAL DEVELOPMENT AND EDUCATION

10.1 The employer recognises the importance of actively encouraging employees to undertake professional development and education and to meet the requirements of their on-going registration with their relevant professional bodies.

10.2 The provisions of part ten shall not apply to locums or fixed term employees who are engaged for 12 months or less.

10.3 Continuing Medical Education

The employer requires employees to be fully informed, and where possible, practiced in developments within their profession. To facilitate this, employees will be entitled to up to 10 working days leave on full pay (pro rata for part-time employees for approved continuing education each calendar year plus the agreed reasonable travelling time.

10.4 Employees shall be reimbursed actual and reasonable expenses including fees, travel and living expenses.

10.5 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. This would be deducted from leave under 10.3.

10.6 Sabbaticals

(a) After the first five years of service in Hauora Hokianga, the employee may utilise two weeks sabbatical for each completed year of service, up to a maximum of 14 weeks. He/she may accumulate all or part of this leave in order to study in New Zealand or abroad as approved by the medical director.

(b) Payment for sabbatical leave will be at annual leave rate.

(c) Return economy-class air fares to/from New Zealand or actual and reasonable travel expenses in New Zealand will be payable for the employee only. In addition, an allowance of up to \$140.00 per day of study leave (including weekends but not annual leave which may be taken contiguously) is available to compensate for actual and reasonable costs as claimed.

(d) All sabbaticals require the prior approval of the Medical Director and Chief Executive Officer. Wherever possible, the employee will be allowed to accrue or anticipate one years' annual leave to be taken at the time of the sabbatical.

(e) At the time of termination of employment, any accumulated CME, secondment or sabbatical leave untaken shall be forfeited.

11 LOCUM TENENS

The employer will endeavour to find a locum(s) for extended absences.

12 OTHER BUSINESS INTERESTS

The employee shall not be employed or be engaged or be concerned or interested in any business which may compete in any material respect with the business of the Trust or the performance of their duties except with the written consent of the Chief Executive Officer.

13 CONFIDENTIALITY

Except in the proper performance of his/her duties during the continuation of employment hereunder the employee shall not at any time either directly or indirectly utilise or divulge to any person, and shall use his/her best endeavours to prevent the publication or disclosure of any knowledge or information which he/she may acquire or may have already acquired during the course of his/her employment by the Trust concerning the business affairs, property, or other activities of the Trust. This restriction shall continue to apply after the termination of the employee's employment without limit in point of time but shall cease to apply to knowledge or information which may come into the public domain without breach by the employee of this restriction.

14 INTELLECTUAL PROPERTY

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.

15 HOLIDAYS

15.1 The employee shall be entitled to six weeks holiday annually (in addition to public holidays) without any deduction from salary, such holiday leave to be taken at a time or times reasonably acceptable to the Chief Executive Officer.

15.2 The employee shall be entitled to an equivalent holiday on a mutually convenient later date should he/she be required to work or to be available at an agreed location to work, on any of the statutory holidays.

15.3 The employee may permit all or part of the annual leave accruing in respect of a leave year to be postponed to the next following year, but the annual leave entitlement at any one time shall not exceed the total of annual leave in respect of two leave years, except if agreed at the discretion of the Chief Executive Officer.

Provided that, where an employee is on continuous leave without pay due to illness or accident the employee will be permitted to take or accumulate leave for up to two years. After this, an employee will not qualify for any further period of leave until duty is resumed.

15.4 When an employee ceases duty, salary shall be paid for accrued annual leave and the last day of service shall be the last day of such accrued leave.

16 PUBLIC HOLIDAYS

Employees who work on a public holiday will be paid at time and a half their relevant daily pay for time worked plus an alternative holiday as set out in the Holidays Act 2003 and its amendments.

17 LONG SERVICE LEAVE

17.1 Eligibility

- (a) Employees who have completed twenty (20) years continuous service as defined below and who were employed with the Trust prior to 1 November 1997 may be granted once only four weeks long service leave.
- (b)
 - (i) Continuous service is defined as not less than six months continuous service with the Health Service (Hospital Boards, Area Health Boards, Health Personnel Commission and Department of Health) of at least 12 months' duration.
 - (ii) Notwithstanding the above, employees of the employer employed prior to 1 November 1993 shall continue to have all periods of service recognised prior to that date credited for long service leave purposes while they remain employed by the employer.

17.2 Continuous service leave may be broken by periods of up to three months but any break in service of longer than three months shall debar an employee from continuing the service prior to that break towards the qualifying period for long service

- (a) Leave without pay in excess of 3 months (including sick leave without pay) taken on any one occasion cannot be included in the 20 year qualifying period, e.g. an employee who has had in aggregate a year's service leave without pay will not qualify for long service leave until 21 years of qualifying service.
- (b) Employees who resign (except under sub clause 17.2 below) or who are dismissed, except through no fault of their own, will forfeit any long service leave to which they might otherwise be entitled.

17.3 Procedures for Taking Long Service Leave

- (a) Long service leave **MUST** be taken in one period except that an employee recalled from leave because of an emergency is entitled to resume leave after the emergency.
- (b) Except as provided below long service leave must be taken within five years of qualification and before relinquishment of office or it will be forfeited. There are no exceptions to this rule.

If, when an employee qualifies for long service leave he/she:

- (i) is within two years of retirement; or
- (ii) is aged 60 or more; or
- (iii) retires medically unfit after qualifying but before taking or forfeiting it under these rules;

he/she may at the discretion of the employer be paid salary for four weeks leave.

- (c) Payment for long service leave is to be on the same basis of average earnings as applies with annual leave. Average earnings are to be assessed on the basis of the calculation year preceding the leave and paid out on the commencement of the leave.
- (d) Allowances and other payments which continue during annual leave SHALL be payable during long service leave.

- (e) Where a whole holiday or substituted succeeding day falls during a period of long service leave, the employee is entitled to the holiday which is not to be debited against such leave.
- (f) Reduced hours or part-time workers are to receive a pro rata reduction of pay, during long service leave.

17.4 Deceased Employees

The employer may approve a cash payment equivalent to four weeks salary to the widow, widower or if no surviving spouse exists, to dependent child(ren) or the estate of a deceased employee who had qualified for long service leave but who had neither taken nor forfeited it under these rules.

18 SICKNESS, DEATH AND BEREAVEMENT

18.1 Conditions

- (a) Where an Employee is granted leave of absence on account of sickness or injury the Employee shall be entitled to payment at ordinary base rates.
- (b) The total period of sick leave with payment at ordinary base rates to which any employee of the Trust is entitled shall be computed in respect of the employee's whole length of service with the Trust.
- (c) Accident Compensation: Where an employee is involved in an accident either at work or away from work and where such accident necessitates absence from duty due to injury the employee concerned may elect to offset any sick leave entitlement he/she may have in hand in order to make up the employee's salary to 100 percent of normal pay provided that the employee's sick leave entitlement shall be reduced at a rate of 1/5th of a day's sick leave per day.
- (d) In special cases the employer may allow an employee to anticipate sick leave for the following 12 months provided that a balance of 5 days remains for the following 12 month period.

18.2 Schedule of Entitlement

- (a) Employees shall be entitled to 10 working days sick leave per annum. This entitlement is inclusive of entitlements to sick leave under the Holidays Act 2003.
- (b) Entitlements shall be allocated on the **employee's anniversary** each year.

On commencement of employment entitlements will be allocated on a pro-rata basis until the next allocation date.

- (c) Untaken sick leave may be accumulated up to a maximum of 260 days.
- (d) Computation of Part-day Absences: If an employee is absent on sick leave for less than a whole day, sick leave is to be debited as follows:
 - Absent for the whole morning - ½ day's sick leave.
 - Absent for whole afternoon - ½ day's sick leave.
 - Absent for less than two hours during the day - no deduction.
 - Absent for more than two hours and up to six hours during the day - ½ day's sick leave.
 - Absent over six hours during the day - 1 day's sick leave.

- (e) The employer may require an employee to provide a medical certificate for period/s of absence due to Sickness or Sickness at Home exceeding three days. Any associated medical consultation fees shall be reimbursed.

18.3 Sickness at Home

- (a) The employer may grant an employee leave on pay as a charge against sick leave entitlement when the employee must stay at home to attend to a member of the household who through illness becomes dependent on the employee. This person would in most cases be the employee's child or partner but may be another member of the employee's family or household.
- (b) Approval is not to be given for absence during or in connection with the birth of an employee's child. Such a situation should be covered by annual leave or parental leave.
- (c) The production of a medical certificate or other evidence of illness may be required.

18.4 Sick Leave in Relation to Annual and Long Service Leave

In accordance with the Holidays Act 2003 and subsequent amendments, periods during which an employee is unable to work through sickness or injury shall not be counted as part of any annual holiday to which he/she may become entitled to. A medical certificate must be produced showing the nature and duration of the illness.

18.5 Sick Leave for Part-time Employees

- (a) Part-time employees are entitled to full sick leave entitlement (in days).
- (b) When they are absent due to sickness, they are to be paid at the ordinary base rates for the hours they would have worked.

18.6 If at any time in the unanimous opinion of medical practitioners nominated by both the Chief Executive Officer and the employee, the employee has become disabled or incapacitated in a manner which would be likely to seriously impede the employee's ability to carry out his/her duties under this Agreement the Chief Executive Officer may at his/her option terminate the employee's employment.

18.7 In the event of the death of the employee, the employee's remuneration and expenses up to the date of his/her death of the then current month shall be paid to his/her legal personal representative, plus any accumulated annual leave, together with a gratuity in terms of the Trust's gratuity policy.

18.8 The employee shall be entitled to special bereavement leave on pay to discharge any obligation and/or pay respects to any deceased person with whom the employee has had a close association, the length of which shall be at the discretion of the Chief Executive Officer.

18.9 The employee shall be covered by the Trust's Personal Accident and Disability Policy in the event of injury or death by accident while engaged on Trust business or in travelling to and from such business.

18.10 Bereavement leave shall be as provided for in the Holidays Act 2003.

19 PARENTAL LEAVE

19.1 Employees, both male and female, are entitled to up to 12 months parental leave without pay for births and adoptions in accordance with the Parental Leave and Protection Act 1987.

19.2 Lump Sum Payment

(a) Where an employee is entitled to parental leave of up to 12 months, they qualify for a payment equivalent to 30 working days leave on pay, that is at the annual leave rate applying for the 30 working days prior to their ceasing duty, to be paid as follows:

- One quarter on birth (7.5 days pay).
- One quarter on return to work (7.5 days pay).
- Half after six months service (15 days pay).

Provided that, if both male and female partners are employed by the Trust and are eligible for the payment, then they are entitled to one and only one payment, and they may choose (after they have qualified) who will receive it.

If employment prior to confinement was part time, however, payment shall be based on the percentage that such part-time hours bear to full time employment.

- (b) Where, for reasons pertaining to the pregnancy, an employee, on medical advice and without the consent of the employer elects to work reduced hours at any time prior to confinement, then the calculation of the lump sum payment shall be based on the proportion of full-time employment immediately prior to any such enforced reduction in hours.
- (c) An employee who is absent on parental leave for less than six weeks (30 working days) will receive that proportion of the payment that their absence represents in working days.
- (d) 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, that is the principle of job protection cannot be guaranteed. The calculation of the lump sum payment in these circumstances shall be based on the proportion of full-time employment which applied before taking leave (excluding any temporary reduction in hours immediately prior to confinement).

20 JURY SERVICE LEAVE

20.1 Employees called on for jury service are required to serve. Where the need is urgent, the employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.

20.2 An employee called on for jury service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain the juror's fees (and expenses paid).

20.3 Where leave on pay is granted, a certificate is to be given to the employee by the employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to the Trust but may retain expenses.

20.4 Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable.

21 ATTENDANCE AT PROFESSIONAL AND OTHER MEETINGS

21.1 The employer shall grant leave to employees attending formal meetings of registration boards, including the Medical Council of New Zealand.

21.2 Subject to operational requirements the employer may also approve paid leave for employees to attend meetings convened by the Ministry of Health and other agencies, relevant colleges and professional associations, and the Association of Salaried Medical Specialists. Leave shall not be unreasonably withheld.

22 LEGISLATION AND POLICIES

The Medical Officer positions are governed by the provisions contained in this Agreement, the Trust's By-Laws, Policies and Procedures, and in accordance with the Employment Relations Act 2000, and any other relevant legislation enacted that applies to the position or the services of the Trust.

23 TERMINATION

23.1 The Agreement may be terminated at any time by the employee giving to the Chief Executive Officer, or the Chief Executive Officer giving to the employee, not less than three months written notice of termination.

23.2 Notwithstanding the terms of this Agreement the Chief Executive Officer may terminate this Agreement at any time by notification in writing (but without prejudice to the rights of either party against the other in respect of any antecedent breach of this Agreement) if the employee shall:

- (a) Be guilty of any gross misconduct or of any breach or non-observance of the conditions of this agreement, or
- (b) Neglect or refuse to carry out any of the duties as described in Schedule 2, assigned to him/her.

24 DISCIPLINARY PROCEDURES

Disciplinary matters shall be dealt with in accordance with the standard procedures and policies operating in Hauora Hokianga and identified in the Policy Manual. The employer shall make employees fully aware of and give ready access, and notify of any changes, to disciplinary policies and procedures which shall be fair in accordance with the principles of equity and good conscience.

25 DISPUTES AND PERSONAL GRIEVANCES

This clause sets out how employment relationships are to be resolved.

25.1 Definitions

(a) An “employment relationship problem” includes:

- (i) a personal grievance
- (ii) a dispute
- (iii) 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:

- (i) has been unjustifiably dismissed; or
- (ii) has had their employment, or their conditions of employment, affected to their disadvantage by some unjustifiable action by the employer; or
- (iii) has been discriminated against, or
- (iv) has been sexually harassed in their employment; or
- (v) has been racially harassed in their employment; or
- (vi) 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.

25.2 90 Days Notice

If an employee wishes to raise a personal grievance, they must raise a 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.

25.3 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 or 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:
 - (i) details of their grievance, dispute or problem; and
 - (ii) why he/she feels aggrieved; and
 - (iii) 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 problem.

25.4 Mediation

- (a) Where the employment relationship problem is not resolved by the parties in discussions, the employer and 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.

25.5 Employment Relations Authority

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

25.6 Employment Court

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

26 **CONSULTATION**

The parties are committed to consultation on matters of mutual concern and interest at the earliest practical opportunity.

27 **REDUNDANCY (STAFF SURPLUS)**

- 27.1 The employer shall advise the Association of any impending staff surplus situation at least one month prior to issuing notice of termination (including any reduction in tenths for any employee) to the affected employees.
- 27.2 The purpose of this period is to enable the employer and the Association to discuss the options appropriate to the circumstances and to negotiate an agreement. The various options to be considered when a staffing surplus exists shall include:
 - (a) Reconfirmation in position/reassignment;
 - (b) Attrition;
 - (c) Redeployment;
 - (d) Leave without pay;
 - (e) Retraining;
 - (f) Severance (including partial severance on a pro rata basis).

27.3 Severance

Where severance is the applicable option the calculation shall be based on the following formula:

- 12% or part thereof, of base salary in recognition of the previous 12 months service;
- 4% of base salary for the preceding 12 months times the years of service minus one up to a maximum of 19 years; and
- where the total period of service is less than 20 years, 0.333% of base salary for the preceding 12 months multiplied by the number of completed months.

Note: The total amount paid to employees under this provision will not exceed the salary the employee would have received between their cessation of employment and the date of their retirement.

28 GENERAL PROVISIONS

- 28.1 The employees shall abide by all the Trust's reasonable and lawful By-laws, policies and procedures. Where there is an inconsistency between any of these By-laws, policies and procedures and this collective employment Agreement, the provision of this Agreement shall prevail.
- 28.2 Any notice to be given under this Agreement by any party to any other may be served either personally or by prepaid post addressed to the other party and in the case of the Chief Executive Officer at her business address, or in the case of the employee at his/her last known residential address.
- 28.3 No modification, variation or waiver of this Agreement or any of its terms shall be effective or binding on either of the parties unless made in writing by both parties.
- 28.4 This Agreement, together with the Schedules, constitutes the full and entire agreement between the parties, and supersedes all previous negotiations, communications and commitments whether written or oral, with respect to the matters it contains.
- 28.5 This Agreement shall be construed and take effect in accordance with the Laws of New Zealand.
- 28.6 The parties agree to set up a working party with at least one clinician and at least one management member which will address the issue of the scope of practice required of doctors in order to do the work done at Hokianga Health with a view to incorporating any agreed changes into the new collective agreement.
- 28.7 This Agreement shall become effective from 1 July 2018.

Dated this.....day of.....2019

Signed for and on behalf of the
ASSOCIATION OF SALARIED MEDICAL SPECIALISTS

.....

Sarah Dalton
INDUSTRIAL OFFICER

Signed for and on behalf of the
HOKIANGA HEALTH ENTERPRISE TRUST

.....

John Wigglesworth
CHIEF EXECUTIVE OFFICER

SCHEDULE 1 – DUTIES

The Hauora Hokianga Medical Officer is a generic General Practitioner whose work is best described in the Statement on the General Practitioner in Europe (Second Conference on Teaching of General Practice, Leeuwenhorst, 1974):

The General Practitioner is a licensed medical graduate who gives personal, primary and continuing care to individuals, families and a practice population, irrespective of age, sex and illness. It is the synthesis of these functions which is unique. S/he will attend patients in the consulting room and in their homes and sometimes in a clinic or a hospital. Her/his aim is to make early diagnoses. S/he will include and integrate physical, psychological and social factors in considerations about health and illness. This will be expressed in the care of her/his patients. S/he will make an initial decision about every problem which is presented to her or him as a doctor. S/he will undertake the continuing management of patients with chronic, recurrent or terminal illnesses. Prolonged contact means that s/he can use repeated opportunities to gather information at a pace appropriate to each patient and build up a relationship of trust which s/he can use professionally. S/he will practice in co-operation with other colleagues, medical and non-medical. S/he will know how and when to intervene through treatment, prevention and education to promote the health of her/his patients and their families. S/he will recognise that s/he also has a responsibility to the community.

The following is an attempt to bring this statement into an operational description.

The Medical Officer is a senior member of the Hauora Hokianga health care team and, as such, will work in co-operation with Community Health Nurses and other colleagues.

It is accepted that the Medical Officer will owe first allegiance, through professional ethics, to care of the patient and to that of potential patients - the people of Hokianga. As a Hauora Hokianga staff member, the Medical Officer will work within the policies, procedures and according to the Business Plan of the organisation.

It is expected that the Medical Officer will:

- keep appropriate patient records and ensure that confidentiality of these is protected.
- in co-operation with the Medical Director and other Medical Officers, provide cover for the needs of Hauora Hokianga, as described in the statement above.
- communicate ethically with patients regarding their problems and their treatment, ensuring that patient safety is assured, and that informed consent is obtained for treatment.
- within ethical constraints, ensure that Hauora Hokianga resources of staff and facilities are used as effectively and efficiently as possible.
- report promptly to the Medical Director any occurrences which might give rise to complaints or legal action against Hauora Hokianga.
- assist in any health promotion or health education activities organised by Hauora Hokianga.
- assist in the teaching of GPTP registrars and other medical trainees, including trainee interns, as appropriate.
- in co-operation with the Medical Director, assist in planning activities for health care for Hokianga residents. This may include responding to changes in health needs within the Hokianga area, e.g. new clinic times, frequency, etc.
- care for patients admitted to Hokianga Hospital by colleagues on an agreed basis.
- participate in a roster to provide out of hours care for patients.

The Medical Officer will practice according to the quality standards of the RNZCGP. This will involve participating in the quality assurance programmes and the accreditation/ reaccreditation programmes of the College. It is expected that the Medical Officer will either be, or be in the process of becoming, a Member/Fellow of the RNZCGP. This process includes ongoing attention to peer review, continuing medical education, medical audit and continuous quality improvement.