

## ASMS and Te Whatu Ora Collective Agreement: Additional Terms of Settlement

### 1. Lump sum payment:

- The following lump sum payments will be made, as soon as practicable after ratification through payroll and subject to normal deductions, calculated as follows:
  - a. A payment, to those who are both ASMS members and employed on the date of ratification, of what the employee would have received in remuneration if the Salary Scale increases at column two of clause 12.4(a) and 12.4(b) had been implemented on 3 April 2023, up until 3 September 2023; and
  - b. A payment of \$3,500 per employee under coverage of the collective agreement and employed at the date of ratification. This payment is to be made once per person employed, irrelevant of which payroll(s) they are paid through, pro rata for those whose period of employment commenced in the period from 1 April 2023 up to ratification date, calculated as  $\$3,500 \times [\text{days employed from 1 April 2023 up to ratification date} \div \text{the number of days from 1 April 2023 until ratification date}]$ .

### 2. The SMO Remuneration Project

- The parties agree that during the term of this agreement, they will work together to identify all base and above base components of remuneration that are paid to SMOs employed by Te Whatu Ora.
- Te Whatu Ora will share all such information with ASMS.
- The parties will work together to identify differences in pay between districts and specialties, including:
  - o in relation to after hours on call remuneration
  - o in relation to recruitment and retention allowances.
  - o in relation to special contributions benefits.
  - o in leadership remuneration and the time allocated for leadership duties
  - o Any other relevant variations.
- The parties will investigate:
  - o Ways to recruit and retain SMOs generally within the public health system.
  - o Ways to recruit and retain SMOs who work solely within the public health system.
  - o Ways to recruit and retain SMOs in particular specialties.
  - o Ways to recruit and retain SMOs in rural hospitals and/or geographical hard to staff areas.

- Gender Pay Audit:
  - The parties will work together to agree a process for undertaking required gender pay audits and remedying any anomalies identified in these audits
  
- Workforce:
  - The parties are committed to a fully staffed senior medical and dental workforce.
  - The parties will work together on strategies and actions to identify and remedy workforce shortfalls, including sharing intelligence and information, and establishing forums for this work.
  - The parties will work together to standardise reporting formats relevant to the above.
  
- Shift work agreement:

During the term of the agreement the parties will work towards:

- Identifying those services where shift arrangements are in place
- Identifying the extent to which those arrangements have been formalised in writing
- Formalising in writing shift arrangements where these are not adequately set out in a formal shift agreement per clause 19.1.

A shift work agreement will address the following:

- Types of shifts and their start and finish times
- The frequency and distribution of shift required of SMOs
- Recovery time arrangements
- Shift allowance payable
- On call arrangements (where applicable)
- Break times
- Arrangements for shift over-runs
- Minimum break between shifts
- Minimum time rosters must be published in advance

### 3. ED shift allowance:

- The parties agree that an ED allowance will be implemented by Te Whatu Ora for SMOs working in working in the emergency departments in Nelson Marlborough Group, Southern – Queenstown Lakes Site, Timaru and West Coast, on the following terms:
  - SMOs will receive an allowance of 20% of their base salary for working in the emergency department.
  - The ED allowance will be offset against any additional payments or recognition any eligible SMO currently receives for working in the emergency department.
  - This ED allowance will be effective from 1 July 2023.
- The parties agree that they will work together to implement a standardised national ED allowance through the SMO Remuneration Project. The principles that will govern that ED allowance are:
  - SMOs who work in an emergency department will be eligible for an ED allowance.
  - The ED allowance will be calculated as 20% of the eligible SMO's base salary.
  - Where an eligible SMO receives up to 20% in pay or recognition, including inflated FTE and unworked time FTE, this amount shall be offset against the ED allowance and/or any other allowance implemented through the SMO Remuneration Project which the SMO is eligible to receive.
  - Where an eligible SMO receives more than 20 % in pay or recognition, including inflated FTE and unworked time FTE, this amount shall be offset against the ED allowance and any other allowance implemented through the SMO Remuneration Project which the SMO is eligible to receive. If, after the offsetting the SMO retains an entitlement to an excess amount in pay or recognition then this remainder will likely be bundled as an individual grandparented allowance.
  - No eligible SMO will have their current pay reduced as a result of receiving the ED allowance.
  - The parties will complete the investigation phase, which will identify differences in payments and benefits received for working in an emergency department, by 1 March 2024.
  - The parties will implement the ED allowance as soon as practicable after the investigation is complete and no later than 1 September 2024.
  - SMOs who work in emergency departments in Nelson Marlborough Group, Southern – Queenstown Lakes Site, Timaru and West Coast will have their ED allowance and any other allowances they are entitled to receive as a result of the SMO Remuneration Project, standardised to align with the national ED allowance, if required.

#### 4. Transitional arrangements for CME accumulation

- In those former districts which account for CME on a calendar year basis:
  - On 1 January 2024, employees will be credited with half their usual annual year entitlement.
  - On close of business 31 December 2023 any unused CME entitlement (not exceeding 30 days) will be carried forward as a credit.
  - On close of business 30 June 2024, the accounting basis will change to the financial year, and any unused CME entitlement (not exceeding 30 days) will be carried forward as a credit.
  - On 1 July 2024, employees will be credited with their usual annual entitlement.