



ASSOCIATION OF SALARIED MEDICAL SPECIALISTS

TOI MATA HAUORA

Proposed Terms of Settlement

5 December 2023

Te Runanga O Toa Rangatira

The following are the proposed terms of settlement, subject to ratification, reached between the Association of Salaried Medical Specialists and Te Runanga O Toa Rangatira

Underlying principles (clause 1. 2)

Include the employer's guiding principles.

New Clause: Mauri Ora plans

Each employee will have an agreed individual mauri ora plan developed in consultation with the employee by the employer.

Term of the Agreement (clause 9)

The Agreement will come into effect on 1 December 2023 and expire on 30 November 2025 (two year term).

Definitions

Add 10.1 Director of Health means the employee employed by the employer in the role of Director of Health.

Remuneration (clause 11)

New salary steps added to the salary scales. The salary step will be step 10 and will be valued at \$5000 more than step 9.

3% increase to all salary steps effective 1 July 2024

3% increase to all salary steps effective 1 July 2025

11.2 Replace full clause with:

Medical practitioners who achieve a vocational scope of practice during their employment with the employer will translate to the vocationally registered scale. Translation will be to the next step up and which is closest to their current annual salary for full time employees or to the next step up and which is closest to their current hourly rate for part time employees.

11.4 (b) replace annual with 'undertaken from the employee's anniversary date'

11.4 (d) Add at the end of the paragraph 'but as a minimum shall include the Director of Health'.

Hours of work (clause 12)

New clause 12.1.1

An employee and the employer may agree that the employee may on occasion work outside those normal hours for a specified period and purpose, such as operating an evening clinic.

12.2 replace 'the Trust' with 'employer'.

Consultation time (clause 12.4)

Increase the consultation time per patient from 15 minutes to 20 minutes.

12.5 Replace 'manager' with 'Practice Manager'.

Payment of salary (clause 18)

Change from weekly payment of salary to fortnightly payment of salary.

Cellular phone use (clause 18.2)

Amend to allow for either the provision of a fit for purpose mobile phone for work use only, or a weekly payment of \$10 towards the cost of personal phone use.

Use of personal motor vehicle (clause 19)

Amend to provide that where a pool car is unavailable an employee shall be reimbursed their actual and reasonable costs of using their personal vehicle at not less than the per km rates recommended by IRD.

Clause 23 (b) replace 'it' with 'is' (eg sick leave is provided....) (fixing typo)

Leave for illness, accident, tangihanga/bereavement leave (clauses 23 & 24)

Replace existing clauses with the clause taken from the ASMS-Te Whatu Ora collective agreement.
See appendix A attached.

Paid Parental leave (clause 25)

25.2 (a) replace 'four weeks' with 'six weeks'.

New 29 Family Violence Leave

As set out in the Holidays Act, employees are entitled after 6 months' employment to 10 days family violence leave for each subsequent 12 month period. Employees are entitled to use this leave if they are someone affected by family violence as defined in the Holidays Act 2003.



Professional Development and Education (clause 36)

CME leave: Increase from 5 days per annum to 7 days per annum.

CME reimbursement: Increase from \$5000 to \$7000 per annum, or to \$9000 per annum if the employee will be presenting as an employee of Te Rūnga O Toa Rangatira at a conference (which amount is to be used within the year that the employee is presenting). The annual CME entitlement can be accumulated for up to 3 years only.

36.1 (c) Amend to read "Leave under clause 36.1(a) and expenses under clause 36.1(b) shall be subject to approval by the employer. Approval will not be unreasonably withheld.

Intellectual Property (clause 37.1 and 37.2)

Replace 'parties' with 'employee and employer'

Clause 37.3

Change wording to: Where appropriate the employee will acknowledge the employer in any published research or presentations created, developed or contributed to by the employee in the course of their employment with the employer.

Appointment Process (clause 51.1)

After 'shall consult the employee' add 'who are located in the Practice concerned and who are'

Clause 51.3 replace 'appointment committee' with 'vacancy interview panel'.

55.2 Add '90 days (or 12 months in the case of sexual harassment)' after 'grievance with their employer within'.

New Clause: Wellbeing allowance

The employer recognises that employee wellbeing is fundamentally important to ensuring employees can perform their duties to the highest level. In recognition of the importance of employee wellbeing the employer will reimburse each employee up to \$750 per annum for the cost of an appropriate expense such as a gym membership, upon provision of receipts for that expense. Approval must be sought from the employer before an expense is incurred. The value under this provision does not accumulate and cannot be cashed up.

New Clause: Onerous duties leave

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


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The negotiators for the parties agree that these are the proposed terms of settlement that will be submitted for ratification.

Association of Salaried Medical Specialists

Te Runanga O Toa Rangatira

Advocate: 

Greg Lloyd

Advocate: 

Simon Rees-Thomas

Date: 5/12/23

Date: 6. 12. 2023.

Appendix A

Illness, accident and bereavement leave clause from the MECA – to replace clauses 23 and 24

27. Leave for Illness, Accident and Bereavement

27.1 Employees are entitled to reasonable leave on full pay in the event of their personal illness or accident or that of a close family member, and on the bereavement of someone with whom they have had a close association.

27.2 This provision includes any statutory entitlement to paid special leave for similar purposes.

27.3 An employee who falls ill during a period of approved annual leave may be entitled to paid sick leave for the period of that illness and have those days credited back to their annual leave balance. The employer may require a medical certificate where the period of the illness exceeds three working days. Similarly an employee who suffers bereavement during a period of annual leave, for which they would otherwise have been entitled to paid bereavement leave under Clause 27.1, shall have that time credited back to their annual leave record.

27.4 Where the absence on account of illness or accident exceeds five working days the employer may require the employee to produce a medical certificate for verification. The employer shall have the right to require the employee to undergo an independent medical assessment paid for by the employer.

27.5 When a period of leave on account of accident or illness exceeds three months the employer is entitled to seek a review of the employee's condition and likely fitness to return to work. The review will be done by a representative of the employer, a representative of the employee and a mutually agreed medical practitioner, or such other group as the employer and employee may agree.

27.6 The reviewers shall advise the employer on the prospects and timing of the employee being fit to return to normal or other duties.

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