



ASSOCIATION OF SALARIED MEDICAL SPECIALISTS
TOI MATA HAUORA

Proposed Terms of Settlement Hospice Palliative Care Doctors Collective Agreement

2 October 2024

The following are the proposed terms of settlement, subject to ratification, reached between the Association of Salaried Medical Specialists and the employer parties of the Hospice MECA.

Te Tiriti o Waitangi. New 1.3

(a) The Employers and the Association acknowledge the importance of Te Tiriti o Waitangi as the constitutional basis of Aotearoa/New Zealand, and the unique status of Māori as tangata whenua.

(b) The Employers and the Association are committed to implementing Te Tiriti o Waitangi and will promote and enable an understanding of the five principles set out in the Waitangi Tribunal Claim - Wai 2575: the Health Services and Outcomes Inquiry:

- i. Self-Determination | Tino Rangatiratanga that provides for Māori self-determination and mana motuhake.
- ii. Partnership / Patuitanga that requires engaging meaningfully and working with iwi/Māori in strong and enduring relationships.
- iii. Equity/ Mana Taurite that requires commitment to achieving equitable health outcomes for Māori.
- iv. Active Protection | Whakamarumarutia that requires efforts to achieve Māori health equity through culturally safe service delivery.
- v. Options/ Kowhiringa that requires services to be provided in a culturally appropriate way, recognising and supporting the expression of te ao Māori models of service and palliative care, and the promotion of Te Reo Māori.

Employer Parties. Replace: 3.1(b)

(b) The Hospices referred to in this agreement as "the employer"

- The Nelson Tasman Hospice Trust
- North Haven Hospice
- Harbour Hospice Trust (formerly North Shore Hospice Trust and Hibiscus Hospice Trust)
- Mercy Hospice Auckland
- Totara Hospice
- Waipuna Hospice

- Cranford Hospice Trust
- Te Omanga Hospice
- Arohanui Hospice Service Trust
- Mary Potter Hospice
- Nurse Maude
- Hospice Taranaki
- Hospice Waikato
- Hospice West Auckland
- Otago Community Hospice
- Any other hospice which subsequently becomes a party to this agreement with the agreement of the employer and union parties.

Term. Replace: 9.1 and 9.2

9.1) Unless otherwise specified elsewhere in this agreement, the agreement shall come into effect on 1 July 2024 and shall expire on 30 June 2026.

9.2) This agreement will come into force on the date of ratification.



Salary Scales. Replace: 11.2(a) and 11.2 (b)

Medical Specialists			
STEP	1-JUL-23	1-JUL-24	1-JUL-25 +3%
15	262,080	272,600	280,778
14	254,982	265,200	273,156
13	250,897	261,000	268,830
12	241,046	251,000	258,530
11	232,934	244,500	251,835
10	227,139	238,500	245,655
9	221,345	232,750	239,733
8	215,550	226,750	233,553
7	209,757	221,000	227,630
6	203,963	215,000	221,450
5	198,167	209,000	215,270
4	192,373	203,250	209,348
3	186,579	197,500	203,425
2	180,785	191,500	197,245
1	176,149	185,500	191,065

Medical Officers			
STEP	1 JULY 23	1-JUL-24	1-JUL-25 +3%
14	203,397	211,600	217,948
13	197,652	205,750	211,923
12	192,373	200,500	206,515
11	184,551	195,250	201,108
10	179,046	190,000	195,700
9	173,831	184,750	190,293
8	168,326	179,500	184,885
7	163,112	174,250	179,478
6	157,606	169,000	174,070
5	152,391	163,750	168,663
4	146,887	158,500	163,255
3	141,672	153,250	157,848
2	137,037	148,000	152,440
1	132,402	142,750	147,033

Advancement through the Salary Scale. Replace: 11.3(a)

The initial placement of the employee on the scale shall be negotiated between the prospective employee and employer, in consultation with the clinical director (or equivalent) of the applicable service and taking into account factors such as years of relevant experience and qualifications. Placement on the Medical Officer scale will take into account relevant service (eg. Hospice and General Practice) also taking into account other relevant qualifications.

On-Call Rate. Replace: 12.3(a)

- (a) From 1 July 2024 \$2,210 per weekend on call (a weekend is defined as being from 8am on a Saturday until 8am on a Monday) or a daily rate of \$1,110 for a 24 hour period. From 1 July 2024 \$335 for a weekday night (Monday to Friday inclusive between 5pm and 8am).

- (b) From 1 July 2025 \$2,280 per weekend on call (a weekend is defined as being from 8am on a Saturday until 8am on a Monday) or a daily rate of \$1,140 for a 24 hour period. From 1 July 2025 \$345 for a weekday night (Monday to Friday inclusive between 5pm and 8am).

Superannuation. Replace: 15.

All employers will pay a matching subsidy (the 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 a recognised superannuation fund. Where the employer is making payments to a Kiwisaver fund these payments will be taken as contributions to the total amount (i.e. up to 6%).

Annual Leave. Replace: 21.1

All employees shall be granted six weeks annual leave (pro rata for part time employees) on full pay. Subject to the provisions below, all annual leave shall be taken in accordance with the provisions of the Holidays Act 2003.

Public Holiday On-Call Rate. Replace: 22.3

- a) From 1 July 2024 if the employee works (including being on call) on a Public Holiday, they will be paid at the rate of \$1576 for a 24-hour period in addition to an alternative holiday. Where two or more employees work during the public holiday, they shall share the payment of \$1576 as specified above equally between them unless otherwise agreed.
- b) From 1 July 2025 if the employee works (including being on call) on a Public Holiday, they will be paid at the rate of \$1624 for a 24-hour period in addition to an alternative holiday. Where two or more employees work during the public holiday, they shall share the payment of \$1624 as specified above equally between them unless otherwise agreed.

Public Holiday Overnight Rate. New: 22.4

An employee who works on-call going into a public holiday shall be paid an additional \$100 for that on-call period as compensation for the midnight to 8am portion of the on-call period which falls on a public holiday. An employee doing so is also eligible for an alternative holiday. For clarity, an employee is only eligible for one alternative holiday for each public holiday.

Leave for Illness, Accident and Bereavement. New 23.6.

An employee may apply for additional paid sick and/or bereavement leave which may be approved at the employer's discretion on a case-by-case basis.



Professional Development and Education. Replace 33.1(b)

Employees may use their accrued CME expenses to purchase and own laptops and electronic aids where this shall be for the main purpose of supporting their continuing medical education. Employees will act reasonably in any purchase of IT equipment.

Sabbatical. Replace: 34.1

After every six years of service, an employee may apply for sabbatical leave of three months, or other agreed period, whether as a continuous period or a series of separate periods, to spend time at other clinical units or centres, universities or research institutes for the purposes of strengthening or acquiring clinical knowledge or skills or undertaking an approved course of study or research in matters relevant to their clinical practice. Six weeks of the sabbatical shall be paid at the employee's normal pay rate. Payment for the remainder of the period of the sabbatical leave will be by negotiation between the employee and employer. This might include normal pay, accrued unspent continuing medical education allowance and other entitlements.

Secondment Leave. Replace 35.2

Service for the purpose of this clause is with the same employer.

Public Debate & Dialogue: Replace 38.2

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 discussed the issues to be raised with the employer.

Privacy Act. Replace 52(l)

Privacy Act 2020

Personal Grievances. Replace 54.2

An employee who wishes to raise a personal grievance must raise the grievance with their employer within the applicable employee notification period unless the employer consents to the personal grievance being raised after the expiration of that period.

The Employee notification period means:

- For a sexual harassment personal grievance, the period of 12 months beginning with the date on which the action alleged to amount to the personal grievance occurred or came to the notice of the employee, whichever is later:
- In respect of any other personal grievance, the period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the attention of the employee, whichever is later.

North Haven Hospice Schedule A and Nelson Tasman Hospice Schedule B

Where relevant, add the following wording in the body of the Hospice MECA to provide clarity where the Hospice MECA and the following schedules have inconsistent terms and conditions.

For clauses 11.2(a) and 25.2 add:

- For North Haven Hospice see Schedule A.

For clauses 12.4, 33.2(b), 33.2(c), 36.2, 45.1(b), and 45.1(c) add:

- For Nelson Tasman Hospice see Schedule B.

For clauses 11.2(b) and 15 add:

- For North Haven Hospice see Schedule A, and for Nelson Tasman Hospice see Schedule B.

Date of Effect of Collective Agreement

For clarity, increases to the salary scale and on-call pay rates shall be effective from 1 July 2024 and backpaid to this date.

All other changes to conditions within this Collective Agreement shall be effective from the date of ratification.



North Haven Hospice – Schedule A

For clarity where the terms and conditions of this North Haven Hospice schedule are inconsistent with the terms and conditions of the general Hospice MECA, the terms and conditions of this schedule shall apply.

11.2a and 11.2b) Salary Scales

Medical Specialists			
Step	1-Jul-23	1-Jul-24	1-Jul-25 +2.5%
15	262,080	272,600	279,415
14	254,982	265,200	271,830
13	250,897	261,000	267,525
12	241,046	251,000	257,275
11	232,934	244,500	250,613
10	227,139	238,500	244,463
9	221,345	232,750	238,569
8	215,550	226,750	232,419
7	209,757	221,000	226,525
6	203,963	215,000	220,375
5	198,167	209,000	214,225
4	192,373	203,250	208,331
3	186,579	197,500	202,438
2	180,785	191,500	196,288
1	176,149	185,500	190,138

Medical Officers			
Step	1-Jul-23	1-Jul-24	1-Jul-25 +2.5%
14	203,397	211,600	216,890
13	197,652	205,750	210,894
12	192,373	200,500	205,513
11	184,551	195,250	200,131
10	179,046	190,000	194,750
9	173,831	184,750	189,369
8	168,326	179,500	183,988
7	163,112	174,250	178,606
6	157,606	169,000	173,225
5	152,391	163,750	167,844
4	146,887	158,500	162,463
3	141,672	153,250	157,081
2	137,037	148,000	151,700
1	132,402	142,750	146,319

15 Superannuation

North Haven Hospice will pay a matching subsidy (the subsidy) up to a maximum of 4% of an employee's gross taxable salary at the rate of one dollar for each dollar the employee contributes to a recognised superannuation fund. Where the employer is making payments to a Kiwisaver fund these payments will be taken as contributions to the total amount (i.e. up to 4%).

23.7 Medical Incapacity. Additional Clause

Where an employee is unfit to attend work (and has exhausted sick leave possibilities) and there is no reasonable potential for a return to work in the near future, then the employer may opt, given consultation with the employee, to give extended unpaid sick leave or to terminate employment.

25.2 Paid Parental Leave

The provisions for employer paid parental leave under clauses 25.2 (a) to 25.2 (e) will not apply to North Haven Hospice.

Additional Clause Suspension – Clause 56

If a serious problem arises, North Haven Hospice may suspend the employee on pay from work for an investigation or until the problems is resolved.

A handwritten signature in blue ink, consisting of a stylized initial 'S' followed by a cursive name.

Nelson Tasman Hospice – Schedule B

For clarity where the terms and conditions of this Nelson Tasman Hospice schedule are inconsistent with the terms and conditions of the general Hospice MECA, the terms and conditions of this schedule shall apply.

11.2 (b) Additional Salary Steps – Medical Officers

The following additional salary steps shall also apply to Nelson Tasman Hospice Medical Officers.

Medical Officers			
Step	1-Jul-23	1-Jul-24 +4%	1-Jul-25 +3%
16	209,757	218,147	224,692
15	207,465	215,764	222,237

11.3 (h) Additional Clause – Salary Step Movement

Employees as at 1 July 2022 shall observe 1 July each year for the purposes of their salary anniversary date.

11.3 (g) Additional Clause – Medical Officer on Specialist Scale

Subject to agreement of the Chief Executive and Medical Leader a medical officer may be placed on the specialist scale.

12.4 Second on-Call

Nelson Tasman Hospice employees covered by this agreement who are 2nd on call shall be paid 25% of the rates set out in 12.3 as applicable. Where an employee, who is 2nd on call, is called into the hospice during non-rostered hours the employee will be paid for the minimum of 1 hours at T1.5 their normal hourly rate. Should an employee be contacted by phone repeatedly, he / she may claim for this unrostered time by negotiation with the employer.

14 (b) Additional Clause – Clinical Leadership Positions

The Nelson Tasman Hospice Clinical Leadership Allowance is inclusive of after hours availability outside of carrying out first On Call roster duties, but including any work undertaken while on 2nd On Call duties

15 Superannuation

The employer will pay a matching subsidy (the subsidy) up to a maximum of 3% of an employee's gross taxable salary at the rate of one dollar for each dollar the employee contributes to a recognised superannuation fund. Where the employer is making payments to a Kiwisaver fund these payments will be taken as contributions to the total amount (i.e. up to 3%).

22.3(ii) Public Holiday On-Call – Additional Clause

For clarity, the payment under clause 22.3 is inclusive of any time actually worked on the day and is in lieu of the On Call payment outline in clause 12.3.

33.2 (b) Continuing Medical Education

(b) Full time employees, and part-time employees with 0.3 FTE or more, whose only income from medical practice is derived from their employment with one employer, shall be reimbursed actual and reasonable expenses of up to \$10,000 per annum (GST inclusive) from 1 January 2025. This payment is pro rata for part time employees below 0.5 FTE or employment with income from other employment that requires a current medical annual practicing certificate.

33.2 (c) Continuing Medical Education

Employees who are enrolled in two or more maintenance of professional standards (MOPS) programmes shall be reimbursed up to an additional \$500 per annum (i.e. \$10,500).

36.2 Intellectual Property Rights and Research:

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

45.1 (b) and (c) Locums

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



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

Business Central

Advocate: 
Adam Craigie

Advocate: 
Scott Doolan

Date: 10/10/24

Date: 9-10-24

