

Proposed Terms of Settlement

Ministry of Health

17 August 2023

Ministry of Health and ASMS Collective Agreement

The following are the proposed terms of settlement, subject to ratification, reached between the Association of Salaried Medical Specialists Toi Mata Hauora and Ministry of Health Manatū Hauora.

1.1 Introduction

Update the introduction to include the Ministry's role in the health system, the relationship between the Ministry.

New Introduction to read:

Manatū Hauora, the Ministry of Health (the 'Ministry') is the chief steward of the health system leading health across government, providing coherent system-level leadership and driving system strategy and performance. It is the Government's primary advisor on health, priority setting, policy and system performance, and regulates the health system. This Collective Employment Agreement intends to support these objectives.

Senior medical and dental staff are a distinct, vocationally trained, occupational employee group. The Ministry benefits from these employees having significant influence in their internal decision-making. Both the Association and Ministry are committed to working together to establish and strengthen this engagement with senior medical and dental staff.

Both the Association and Ministry recognise that a relationship between them based on constructive engagement and empowerment of the latter has positive benefits for both recruitment and retention of employees.

This collective agreement is the foundation document for this underlying engagement and empowerment relationship between the Ministry and senior medical and dental staff which is integral to the internal culture of the Ministry of Health Manatū Hauora.

The parties believe that constructive relationships between the Association of Salaried Medical Specialists (the 'ASMS'), its members, and the Ministry and its employees will support the achievement of these objectives.

1.7 Ngā Uaratanga | Our Values

Update to reflect the Ministry's current values. Previous values removed from 1.6 with a new clause created at 1.7

New clause to read:

Our values guide how we work together to achieve Pae Ora - *healthy futures for all New Zealanders*.
Our behaviours set out how we can live our values day to day.

Our values:

Manaakitanga -We show care, inclusion, respect, support, trust, and kindness to each other.

"He aroha whakatō, he aroha puta mai"

If kindness is shown, then kindness you shall receive

Kaitiakitanga -We preserve and maintain an environment that enables the Ministry and our people to thrive.

"Ka mua,ka muri"

The past is clearly visible, but the future is not. The future comes out of the past. The only constraint is change.

Whakapono -We have trust and faith in each other to do the right thing

"He tangata ki tahi"

A man who speaks once. A person who says something and sticks to it.

Kōkiri ngātahi -We connect and work together collectively towards a common purpose.

"He waka eke noa"

We are all in this together.

"Mā pango, mā where, ka oti te mahi"

Many hands make light work.

2.2 Coverage

Amended Clause to reflect changes to exclusions:

This Collective Employment Agreement covers all permanent and fixed term employees of the Ministry who are members of the ASMS and are registered senior medical or dental practitioners employed by the employer:

- Whose duties include the practice of medicine or dentistry, as defined from time to time by law or the Medical or Dental Councils of New Zealand; and
- Who are required as a condition of their employment to hold a current practicing certificate

Those excluded from coverage are:

- Casual or fixed term employees of less than six months
- Roles that are above Tier 3 and have HR/Financial delegations

Note: The following terms and conditions of this Agreement do not apply to fixed term employees:

- Severance and other change management provisions
- Extended leave without pay provisions

2.3 Term

The Agreement will come into effect on 1 July 2022 and expire on 30 June 2025.

Delete 2.3.1 (Early Expiry)

3.4 Ending of Employment

Update end of fixed-term agreement notice period for those fixed-term employees employed for longer than 12 months to be aligned to permanent employees e.g; two months notice.

For fixed term employees on agreements less than 12 months, the employee/employer must provide each party two weeks' notice.

New clause:

Permanent and fixed term employees (fixed term for 12 months or longer in total) resigning from the Ministry must provide two month's written notice of their intention to resign. The Ministry must give two month's notice of its intention to terminate their employment, or payment in lieu of such notice. These notice periods may be varied by agreement between the employee and the manager.

For fixed term employees of less than 12 months (in total) the employee/employer must provide two weeks' notice.

Employment may be terminated with a lesser period of notice, or with no notice, if the employee is found to have committed serious misconduct.

5.3 Continuing Medical and Dental Education

Change to leave to reflect up to 10 working days (pro-rata for part-time employees) each financial year plus agreed reasonable travelling time.

Increase to the payment from \$7,000 to \$12,000 (GST exclusive).

Leave/payment able to be accumulated for up to 3 years, with approval for 5 years subject to submission of a specific plan etc.

New clause

5.3.1 CDME Leave

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 leave for 10 working days (pro rata for part-time employees) continuing education each financial year, plus the agreed reasonable travelling time.

Employees shall receive TOIL for each day on which they undertake approved CDME or professional development on a weekend, a New Zealand public holiday, rostered day off or on a day that they do not work for the employer. The granting of a day in lieu will result in the deduction of any equivalent time from the employee's CDME leave entitlement as outlined above. TOIL shall be discussed, documented and approved with your Manager prior to taking it.

5.3.2 CDME Payment

Employees shall be reimbursed actual and reasonable expenses of up to \$12,000 per financial year (GST exclusive). This reimbursement is pro rata for part-time employees except that part-time employees whose only income from medical or dental practice is derived from their employment with one employer shall be entitled to the full reimbursement.

In situations where tuition and other course fees to obtain a vocational scope of practice or other clinical training are approved by the employer these fees and time taken shall be covered by this clause.

Total reimbursement of CMDE expenses across multiple employers cannot exceed 100% of the invoiced expense.

5.3.3 Accumulation

The provision of leave and expense entitlement can be accumulated for up to three years. This accumulation may be increased for up to five years subject to submission of a specific plan for the utilisation of the accumulated period and the approval of the employer which should not be unreasonably withheld.

5.3.4 Pro-rated

Where employment or ASMS membership commences part way through the financial year, the amount payable/leave days will be pro-rata for that part of the year.

Delete current clause 5.5 Professional and Organisational Leadership

5.5 Attendance at Professional Meetings

Outlining specific professional meetings that members may attend on paid leave.

New clause 5.5 Attendance at Professional Meetings:

An employee who is elected or appointed in their professional capacity to a position by or with any of the organisations listed below will be entitled to leave on full pay to attend meetings of those bodies. These include:

- The Medical and Dental Council of New Zealand;
- Medico-legal disciplinary bodies e.g. the Health Practitioners Disciplinary Tribunal;
- Medical and Dental Colleges and professional medical or dental associations
- The New Zealand Dental Association and the Association of Salaried Medical Specialists

This commitment should not unduly impact on the employee's ability to fulfil their role with the Ministry, and any leave will need to be arranged by mutual agreement.

Section 6 Remuneration

Inserting information in around the new framework.

Amended Clause:

Remuneration (new framework)

6.1 Introduction

Remove 1st bullet point under the Ministry's remuneration system:

- Be applied consistently across the Ministry

6.2 Remuneration framework and pay bands

Amend 6.2 to read: The ASMS and the Ministry have established a steps-based model approach for ASMS members that will align to the Ministry's performance framework.

6.2.3 Remuneration and Hours of work

Employees shall be entitled to an annual base salary from one of the salary scales below based on the position description. The rates in these scales are for full-time employees based on 40 hours a week.

Advancement through salary scales

- a) The initial placement of an employee on the applicable salary scale shall be negotiated between the prospective employee and employer.
- b) Advancement through the salary scales shall be annual, subject to an ‘important contributor’ performance rating based on the employee’s agreed duties and responsibilities.
- 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 a 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 an ‘important contributor’ performance rating of their agreed duties and responsibilities was due to factors beyond their control.

Salary Scale from 1 July 2023

	Step 1	Step 2	Step 3	Step 4 (Midpoint)	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
SMDS_A (18D)	119,704	123,694	127,684	133,004	136,994	140,984	144,974	148,964	152,955	156,945	159,605
SMDS_B (19D)	141,639	146,361	151,082	157,377	162,098	166,820	171,541	176,262	180,984	185,705	188,852
SMDS_C (20D)	163,366	168,812	174,257	181,518	186,964	192,409	197,855	203,300	208,746	214,191	217,822
SMDS_D (21D)	181,986	188,053	194,119	202,207	208,273	214,339	220,406	226,472	232,538	238,604	242,648
SMDS_E (22D)	224,317	231,794	239,271	249,241	256,718	264,195	271,673	279,150	286,627	294,104	299,089

Base Salary Scale – effective 1 July 2024

	Step 1	Step 2	Step 3	Step 4 (Midpoint)	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
SMDS_A (18D)	122,098	126,168	130,238	135,664	139,734	143,804	147,873	151,943	156,014	160,084	162,797
SMDS_B (19D)	144,472	149,288	154,104	160,525	165,340	170,156	174,972	179,787	184,604	189,419	192,629
SMDS_C (20D)	166,633	172,188	177,742	185,148	190,703	196,257	201,812	207,366	212,921	218,475	222,178

SMDS_D (21D)	185,626	191,814	198,001	206,251	212,438	218,626	224,814	231,001	237,189	243,376	247,501
SMDS_E (22D)	228,803	236,430	244,056	254,226	261,852	269,479	277,106	284,733	292,360	299,986	305,071

Clause 7.1 Annual Leave

Agreed to provide an additional one days annual leave. Leave to be reflected in weeks rather than days – 4.8 weeks leave. Change 25 days to reflect 5 weeks.

Clause 7.1.1 Annual Leave Banking and Salary Trade (change to Annual Leave Banking and Purchase Leave

Amended clause (technical change to wording):

The Ministry and the employee may agree for the employee to ‘bank’ or ‘purchase’ leave subject to operational and business requirements.

Leave banking

An employee may take a reduced salary deduction in pay for a defined period of time and bank the reduced amount of salary towards an extended period of paid leave, for an agreed specific purpose or event i.e. further study, travel or a sabbatical.

Purchased leave for additional leave

An employee may purchase additional annual leave over and above their entitlements as set out in this Agreement. An employee may trade salary for an additional week of annual leave. These arrangements are for a minimum of a 12-month period.

The week of additional leave purchased will equate to an approximate 2% reduction in your salary for 12 months dependent on leave entitlement and hours of week.

Clause 7.2 Public Holidays

Amend Queen’s Birthday to King’s Birthday

Delete (from June 2022) - Matariki

Clause 7.6.1 Types of Leave

Special Leave

Change word “females who are pregnant” to “employees who are pregnant”

Clause 8.1.1 New Work-Related Expenses

Adding in a new clause that outlines what work related/professional expenses can be reimbursed.

New clause:

The following professional expenses that are necessary and required to perform your role will be reimbursed annually on the presentation of receipts for the Professional Fees listed below:

- (a) the annual practising certificate, including disciplinary levies;
- (b) Medical Protection Society membership or an agreed alternative;
- (c) vocational registration fees relevant to duties and responsibilities with the employer;
- (d) college membership fees, where membership of the particular college(s) is necessary for the employee's employment;
- (e) membership of other approved professional associations, college, relevant to the employee's duties and responsibilities;
- (f) fees for accredited maintenance of professional standards (MOPS) or similar programmes;

8.1.2 Employees shall be reimbursed on the following basis:

- (a) Full-time employees shall be reimbursed the full cost by the employer;
- (b) Part time employees who have no other income from medical or dental practice shall be reimbursed the full cost.
- (c) part-time employees with a vocational scope of practice whose work within that scope is undertaken for only the employer shall be fully reimbursed the professional fees associated with that scope by that employer, notwithstanding that they may be employed or derive income from a medical or dental practice elsewhere in another vocational scope of practice.
- (d) Other part-time employees shall be reimbursed pro rata, according to their hours of work.

Note: Total reimbursement across multiple employers cannot exceed 100% of the invoiced expense.

Clause 8.2 On-call

Agreement to provide on-call on a daily basis (rather than weekly only). Simplifying rates on that basis to: An employee rostered on-call shall be paid \$35 per week night, \$50 per weekend day (Saturday or Sunday) and \$50 per public holiday.

Section 12 Individual Arrangements

Delete Clause 12.2 Grand-parented Provisions

Appendix One – Resolving Employment Relationship Problems (legislation change)

Replace Para 1 only under 3 (c) bullet points with this:

If the problem is a personal grievance, it must be raised with the Ministry within 90 days of the action that gave rise to the grievance or within 90 days of when the action was noticed by you. For sexual harassment claims, the period for raising a personal grievance is 12 months.

This means you have 12 months to raise a grievance about sexual harassment you have experienced in your employment from the moment it happened, or the date you became aware of it, whichever is later. The 12-month timeframe applies from 13 June 2023 and is not retrospective. This means it

applies only if the alleged sexual harassment happened on or after that day. If it happened before, then the previous 90-day rule applies.

Other Agreements

Backdating

While it has been agreed that the start date of this agreement will be from the expiry date of the previous collective agreement and be dated July 2022 the following clauses are the only clauses that will be backdated to 1 July 2022.


- Annual leave accrual increase to 4.8 weeks per annum effective from 1 July 2022
- The increase to CDME accumulation shall apply from 1 July 2022. The additional \$5,000 from 2022/2023 financial year shall be added to the accumulation of CDME funds for each member. Where ASMS membership has commenced part way through the 2022/2023 financial year, this amount will be pro-rated.

In transitioning to the new remuneration framework, employees covered by this agreement will be transferred to the next highest step in their salary band. This will occur after the 2022/2023 remuneration round has taken place and will take effect from 1 July 2023.

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

Ministry of Health

Advocate: 

Signature: _____

Kris Smith

Dr Diana Sarfati

Director-General of Health

Date: 23/8/23

Date: _____