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1.0 PARTIES AND APPLICATION

This individual employment agreement is made pursuant to Part Six of the Employment Relations Act 2000, and is binding on the Accident Compensation Corporation (herein after referred to as either ACC or the Corporation) and you.

This agreement, including its schedules, together with your letter of offer, comprise your complete terms and conditions and supercede any previous offers or representations, whether verbal or in writing.

This agreement replaces any previous agreement or understanding relating to your employment with ACC. No prior or concurrent term, representation, undertaking or statement by ACC or any of its officers, employees or agents not expressly included in this document or your letter of offer will be binding on ACC.

By signing, you accept and agree that this agreement, appendices and letter of offer record in their entirety the terms and conditions of your employment with ACC. All previous terms and conditions, agreements, and letters of offer will cease to apply with immediate effect upon your acceptance of this agreement.

The provisions of this agreement shall remain in force until renegotiated or terminated pursuant to any provision of this agreement.

Your employment with ACC commences on the commencement date specified in your letter of offer or as agreed between the parties and will continue until terminated in accordance with the terms of this agreement.

2.0 ACC OBLIGATIONS

2.1 ACC's general responsibilities as an employer are to:

- (a) Provide you with reasonable working conditions and resources to enable you to carry out your duties properly;
- (b) Maintain an employment relationship based on mutual trust and confidence and act as a good employer in all dealings with you. For the purposes of this agreement, a good employer is one who treats you fairly and properly in all aspects of your employment;
- (c) Endeavour to provide a positive, safe, congenial and comfortable working environment with an inclusive, respectful, and responsive organisational culture;
- (d) Provide such training and instruction, including reasonable access to training and career development, resources and information as may be necessary to enable you to perform your duties under this agreement safely, efficiently and effectively.

3.0 EMPLOYEE OBLIGATIONS

3.1 In discharging your duties and exercising your powers you are required to:

- (a) Meet the obligations generally expected and highlighted in the ACC Code of Conduct;
- (b) Devote your whole time and attention during normal working hours exclusively to the duties and functions assigned to you;
- (c) Ensure you maintain and strengthen your individual capabilities and knowledge;
- (d) Observe and comply with all reasonable and lawful directions given to you from time to time by your Manager;
- (e) Carry out your duties faithfully and with all reasonable skill and diligence, to the best of your ability at all times;
- (f) Carry out such other duties as are reasonably within your capabilities and experience as you may from time to time be assigned;
- (g) Ensure that all functions, duties and powers delegated to you or imposed or conferred by any statute, regulation or determination by ACC are properly performed or exercised;
- (h) Use your best endeavours to achieve the performance objectives which are set for you, and to report as required on the performance of your duties;
- (i) Ensure the effective, efficient and economic management of the activities of ACC in accordance with the operating principles, policies, goals and determinations of ACC;
- (j) Promote the good name of ACC in all dealings with customers, clients and other persons with whom you will come into contact during the course of your employment.

3.2 You must avoid

- a) Any unreasonable actions whereby the goodwill and reputation of ACC may be prejudicially affected;
- b) Entering into any commitment or incurring any obligation on behalf of ACC in excess of such authority as may from time to time be granted to you by your Manager.

4.0 POSITION

Your position and duties are set out in the Position Description provided with your letter of offer.

Your duties may be varied by ACC from time to time in order to meet its changing needs. ACC may also require you to change to other positions within ACC's operations, provided that you have the capability to perform the new position and your remuneration is no less favourable.

5.0 HOURS OF WORK

5.1 Standard Hours

The standard hours of work for a full time equivalent employee are 80 hours per fortnight, worked between 8.00 am and 6.00 pm Monday – Friday, or between the hours of 7.00 am and 7.00 pm Monday – Friday for employees based in the BUSINESS/INQUIRY SERVICE CENTRE, however from time to time you may be required to work outside these hours in order to complete the requirements of your job.

Your manager will consult with you in relation to the actual hours that you work and will set these hours taking into account your personal and lifestyle commitments, and ACC's business needs. You agree that you will work reasonable additional hours from time to time, in line with ACC's Hours of work and overtime policy, to ensure that the duties and responsibilities of the job are carried out.

All other provisions relating to hours of work are detailed in the Hours of work and overtime policy, available on the Intranet.

6.0 REMUNERATION

Your remuneration is set in accordance with the job band for your position. Your remuneration package is set out in Schedule 1.

In determining job bands, and the position of employees within those bands, ACC shall have regard to the overall Employer Investment, inclusive of the Superannuation Savings Allowance.

Your individual remuneration will be reviewed at least annually in accordance with ACC's remuneration policy and guidelines. ACC is under no obligation to increase your level of remuneration. Your individual remuneration will not be reduced as part of this process.

6.1 Superannuation Savings Allowance

ACC will provide a Superannuation Savings Allowance (SSA) of 9.0% (gross) of Fixed Remuneration to all eligible employees to support them with their retirement savings, subject to the terms of ACC's Superannuation Savings Allowance Policy (Policy).

The SSA will be paid in addition to Fixed Remuneration, and will be applied by ACC to a superannuation scheme or KiwiSaver, on behalf of the employee, in accordance with the Policy.

The SSA will be used in the first instance to fund any existing or required employer contributions to a superannuation scheme or KiwiSaver, provided that where the existing or required contribution rate is less than 9.0%, the balance will be paid as an additional employer contribution.

The SSA will include all associated costs relating to the provision of that benefit including Employer Superannuation Contribution Tax (**ESCT**).

In the case of KiwiSaver, the employer contribution will be made up of the prevailing compulsory statutory contribution rate, including ESCT, plus an additional employer contribution to a total maximum employer contribution of 9.0%.

This provision is instead of, and not in addition to any obligations ACC may have to contribute to a superannuation scheme or KiwiSaver as provided by the KiwiSaver Act 2006 or any other contract, deed, enactment or arrangement.

For the avoidance of doubt, eligible employees can not take the SSA as cash or any other form of payment.

6.2 Eligibility for Superannuation Savings Allowance

The eligibility rules for the SSA are as set out in the Policy.

Without limiting the terms of that Policy, employees will not be eligible for this allowance if they are making employee contributions and/or receiving employer superannuation contributions to a National Provident Fund.

6.3 Performance Review

Your performance will be assessed and reviewed annually in accordance with ACC's Remuneration and Performance Policy. The outcome of this assessment will inform decisions relating to your remuneration.

Further Details of ACC's Remuneration and Performance Policy are set out on the Intranet.

7.0 SALARIES AND DEDUCTIONS

The base salary component of the remuneration payable will be paid fortnightly in arrears, by direct credit to your nominated bank account. ACC may make deductions from your remuneration:

- for the purposes of PAYE;
- in accordance with the Wages Protection Act 1983; and/or at your written request.

You agree that ACC may make deductions from your remuneration to recover any overpayments, or any money that you owe to ACC for any reason. In the event of an overpayment of the remuneration payable ACC may recover the amount of overpayment provided that you are given written notification of:

- the intention to recover an overpayment;
- the amount to be recovered and timeframe for recovery; an explanation of the reasons for the overpayment.

8.0 LEAVE ENTITLEMENTS

8.1 Annual Leave

All permanent employees will have an annual entitlement of four weeks annual leave per annum for the first five years of service, increasing to five weeks in the sixth and subsequent years. Permanent employees

working in the Sensitive Claims Unit are entitled to five weeks annual leave per annum while working in the unit but will revert to standard leave entitlements upon transfer to another part of the business

The facility to agree salary sacrifice for additional annual leave (i.e. annual leave that is additional to the statutory minimum entitlement to leave of four weeks per annum) will be provided for and applied by agreement between your manager and you. Where a salary sacrifice for additional annual leave is agreed the value of that additional leave will be regarded as a benefit which will be deducted from base salary, and form part of Fixed Remuneration.

Annual holidays will be allowed, and payments calculated, in accordance with the Holidays Act 2003 and any subsequent amendments. This leave entitlement is inclusive of, and not in addition to, the annual leave entitlement specified in the Holidays Act 2003.

Where your office is closed for the days between Christmas and New Year, you will be required to take those days as annual leave. Should you not have any leave available, those days shall be either anticipated annual leave or leave without pay.

8.2 Sick Leave

The purpose of sick leave is to provide reasonable support where by reason of illness you are prevented from attending work. Sick leave is to be administered fairly by management and utilised responsibly by you.

Sick leave is managed in accordance with ACC's Sick leave policy, published on the Intranet.

8.2.1 Paid Sick Leave Entitlements

You will receive ten days paid sick leave entitlement for each 12 months permanent, continuous service with ACC.

Unused sick leave will be carried forward and accumulated to a maximum of 60 days.

8.2.2 Medical Incapacity

If you have been absent from work due to illness either on an intermittent or ongoing basis, and the medical prognosis is such that you are unlikely to return to your normal duties and hours of work within a reasonable period, termination of your employment on the grounds of incapacity may be considered, in accordance with the provisions of the Sick leave policy.

8.2.3 Medical retirement

ACC may at its discretion make a medical retirement payment to an employee in accordance with the provisions contained within the Sick Leave Policy.

8.2.4 Other leave

All leave entitlements other than those set out within Clause 8 of this Agreement are set out in the HR Policies published on the ACC Intranet site.

9.0 GENERAL TERMS AND CONDITIONS

9.1 General Terms and Conditions

The HR Policies published on the ACC Intranet detail the way in which ACC administers the leave entitlements and general terms and conditions of employment set out in this agreement. In addition, it provides information on the general policies, procedures and guidelines under which ACC recruits and manages its staff.

The minimum standards of integrity and conduct that apply to all employees of ACC are set out in the Code of Conduct, copies can be found on ACC's intranet. The standards of behaviour and practices outlined in the Code of Conduct must be adhered to at all times.

From time to time the Code of Conduct and or policies will be reviewed and amended on reasonable notice to you. You are responsible for ensuring that you are familiar with these and comply with them. Any subsequent amendments to the Code will apply to you.

9.2 Workplace Health and Safety

ACC is committed to, and requires your commitment to, a high standard of health, safety and security in the workplace for all employees and visitors to ACC's offices. It is the responsibility of both ACC and you to ensure that there is a mutual commitment to the obligations for health and safety in the workplace under the Health and Safety in Employment Act 1992, regulations, and codes of practice.

You are required to comply with ACC's health and safety rules and procedures, and in particular to take all practicable steps to ensure your own fitness for work and safety and the safety of others in the place of work. You are required to ensure you maintain your ability to perform your duties safely and effectively. You must advise ACC of any medical condition (including stress-related symptoms), injury or illness you may have which may impact on your ability to perform your duties safely and effectively.

We are committed to providing a healthy and safe working environment. . If we are concerned that you may not be fit to attend work or carry out your duties we may direct you to leave work and/or provide us with a medical certificate confirming your fitness to work.

The promotion of good health and the use of appropriate safety measures to prevent illness and injury at work are a major objective, and ACC are committed to working with all employees to promote practices that meet this objective. To achieve this, the following principles apply:

- All employees should be adequately protected from any health and safety hazards arising in the workplace.
- You are encouraged to actively participate in and contribute to the continuous improvement of safety and wellbeing in the workplace through Safety and Wellbeing Committees at the local and national level. Details of the opportunities to take part are published on ACC's intranet.
- ACC encourages a workplace free of discrimination, harassment and injury and has in place effective policies published on ACC's intranet.
- An Employee Assistance Programme operates throughout ACC and is available to you. The details are available on ACC's intranet.
- ACC is committed to the principles of Case Management which aim to ensure any injured or ill employee is actively engaged in a rehabilitation process that results in an early, safe and lasting return to work or capacity to work.
- Any ACC claim by you shall be managed in a manner that protects privacy as far as possible.

9.3 Potential Conflict of Interest

Your employment with ACC places you in a position where involvement in other activities, including other forms of employment, may present a conflict with the interests of ACC or any subsidiary of ACC.

Prior to employment you shall disclose to ACC your involvement with any other organisation which has health/injury/compensation interests and any other employment or activities undertaken on your own account which may conflict with the interests of ACC or any subsidiary of ACC.

During your employment, should you wish to become involved with any other organisation which has health/injury/compensation interests or engage in other employment or activity which may conflict with the interests of ACC or any subsidiary of ACC during your employment you must notify ACC.

Should ACC consider that any activity is in actual conflict or has the potential to be in conflict with your employment this will be discussed with you. Should this not be able to be resolved ACC reserves the right to terminate your employment in accordance with Clause 12.1 on the grounds of actual or potential conflict of interest.

You are not to attempt to encourage or persuade any client, supplier and/or customer of ACC to terminate their relationship with the Corporation or any subsidiary of the Corporation.

9.4 Work to be Property of the Employer

All documents, reports, plans, data and investigation information drawn or obtained or prepared by you while carrying out the services pursuant to this agreement shall be and remain the property of ACC and shall be available to your Manager at any time upon request and ACC shall hold the copyright for any work produced by you. The obligations set out in this clause shall continue to be enforceable by ACC after the expiry of this agreement.

9.5 Confidentiality

You will have access to information or material, which is confidential to ACC, its associates, agents, customers and clients. Such confidential information is not to be disclosed to or discussed with other people, either inside or outside ACC without the specific approval of your Manager. "Information" in this context includes computer programmes and systems, documentation, data and correspondence, both internal and external.

Such is the importance of confidentiality of information, that any breach of confidentiality may provide grounds for the termination of your employment and/or legal action. In recognition of this, you are required to read, understand and follow all ACC policies and procedures in respect of confidentiality, and the management of privacy and information security.

Your obligation of confidentiality continues after the expiry of this agreement.

9.6 Indemnity by ACC

ACC agrees to indemnify you against any claim or legal proceeding brought by a third party against you personally in connection with the performance of your duties provided that you have not acted with wilful or gross negligence (if so established), and provided further that nothing shall prevent ACC taking appropriate disciplinary action against you, if the situation warrants this.

10.0 TERMINATION OF EMPLOYMENT

10.1 Termination of Employment

Your employment may be terminated by either party giving four weeks' written notice.

Where notice of termination has been given, ACC may, at its option, pay you in lieu of some or all of the notice period. Alternatively, ACC may require you not to attend work during that time, or require you to work from home, or vary your duties.

If you leave your employment without giving the required period of notice, you will forfeit or pay to ACC an amount equivalent to your salary for the balance of the period due unless agreed otherwise.

Where you are dismissed for serious misconduct or where you have acted in a manner inconsistent with your obligations of trust and confidence, ACC is not required to provide you with any notice, and may terminate your employment summarily.

On the termination of this agreement for whatever reason, ACC shall be entitled to deduct from your final pay any monies owing to ACC by you, which may include but is not limited to salary advances received, overpayments, or any personal expenses incurred.

10.2 Return of Property

Upon the termination of your employment and prior to your final salary payment being made, you must return to ACC:

- all documents, letters, papers, business cards and other material of any description (including computerised and electronic files) within your possession or control that relate to the affairs and operations of ACC or its customers/clients; and
- all equipment or other property of ACC, including (but not limited to) vehicles, keys, credit cards, computer equipment, mobile phones, and any stock or goods.

If any equipment or other property of ACC is not returned or is returned in a damaged condition, ACC may withhold or make a deduction from your final pay for the cost of repair or replacement of that equipment or property.

10.3 Abandonment

Where you are absent from work for a continuous period in excess of three consecutive working days without notification and good cause, you shall be deemed to have terminated your employment. Prior to termination, ACC will make every reasonable effort to contact you, including sending a letter to your last known address outlining your obligations.

10.4 Suspension

Where ACC considers it necessary for the protection of its operational and business interests, it may require you to undertake reduced or alternative duties consistent with your abilities or remain away from work, on pay, while it conducts an investigation into your conduct as an employee or your performance. Where any suspension extends beyond four weeks due to matters beyond ACC's control (such as a police investigation into your conduct or your refusal or inability to participate in a disciplinary investigation) the suspension may continue without pay.

10.5 Employee Protection Provision

10.5.1 Process

Where part or all of ACC's business is to be sold, transferred, or contracted out to another person or entity ("new employer") and, as a result, the work previously performed by you (or substantially similar work) is instead to be performed by employee(s) of the new employer, in the course of negotiations with the new employer ACC will

- address matters regarding the likely impact of this event upon you, including whether it is possible to transfer you to the new employer; and if so,
- discuss with the new employer whether any such transfer will be offered to you on the same terms and conditions of employment.

10.5.2 Matters to be negotiated

The process for discussing and negotiating these matters will include a meeting between ACC and the new employer. Such a meeting will occur during the restructure negotiations, prior to any decisions being made. As part of the process, affected employees and their unions will be advised of such a meeting within a reasonable time frame prior to the meeting taking place. At this time, information regarding the attendees, agenda and the method the parties anticipate using to reach an agreement will be made available to the affected employees and their union. Following the

meeting, ACC will report back to the affected employees and their union, sharing the outcome of the meeting that relates to the affected employees. Throughout this process, ACC will endeavour to comply with their statutory obligations of good faith and consultation.

10.5.3 Entitlements of Transferring Employees

If the business is sold, transferred, or contracted, the following provisions will apply:

- a) regardless of the terms offered, where you accept a transfer to the new employer, no notice of termination for redundancy or redundancy compensation will be payable;
- b) where you are not offered a transfer to the new employer on similar terms and conditions of employment (unless clause 10.5.3(a) above applies), you will be considered redundant and the redundancy provisions in clause 11 below will apply; or
- c) where you are offered a transfer to the new employer on similar terms and conditions of employment but elect not to accept that offer, no notice of termination for redundancy or redundancy compensation will be payable.

10.5.4 Non Transferring Employees

If you will not be transferring to the new employer, ACC will follow a process with you, to determine what entitlements are available to you, if any, including meeting with you if that can be arranged, prior to any decisions being made. You agree that ACC will not be obliged to provide you with notice of termination, or related compensation unless otherwise provided for by this agreement.

11.0 RESTRUCTURING AND REDUNDANCY

11.1 Change

The process of change is ongoing and supports ACC's aim to continuously improve efficiency and business processes to achieve value for money for all stakeholders.

Your participation is essential to the success of continuous improvement and consultation is an important part of that process. When considering changes that may affect you ACC will consult with you before any changes are implemented.

11.2 Redundancy

ACC may make you redundant during the term of this agreement when your employment is terminated because the position occupied, and the services provided are or will become, surplus to the needs of ACC. A redundancy will only occur when your employment is terminated because the position occupied, and the services provided, by you will become, superfluous to the needs of ACC.

ACC's HR Policies published on the ACC Intranet provide information on the general policy, procedures and guidelines under which ACC manages a situation of redundancy. Any compensatory payment, however, shall be as provided within this agreement.

11.3 Other Options

In the first instance ACC will make every reasonable effort to retain your services. Options available will include redeployment, retraining, relocation or reduced hours. If your position is disestablished as a consequence of reorganisation, ACC may transfer you to a suitable alternative position that is in the same location or one that is within reasonable commuting distance from your residence, and is:

- in keeping with your skills and experience; or
- within your capability with such retraining as may be provided by ACC.

If you do not accept redeployment to a suitable alternative position no redundancy compensation will be payable.

If you accept a transfer to a position in which a lower rate of pay is payable, you shall retain your former rate of pay for a period of twelve months following the date of transfer, after which the rate of pay appropriate to the new job shall apply.

11.4 Notification

If you are declared redundant you will be given notice in accordance with clause 10.1 above.

11.5 Redundancy Payment

In the event that your employment is terminated by reason of redundancy, and you are not offered a suitable alternative role, or otherwise accept ongoing employment, you will be entitled to redundancy compensation. The redundancy compensation will be three months' pay at the rate of your current Fixed Remuneration.

Note: The total amount paid to you under any provisions will not exceed \$43,260.

The redundancy payment will be made in a lump sum and taxed at the appropriate rate as stipulated under the Income Tax Act 1976 and amendments. The payment to be made will be contingent on you remaining at work and performing normal duties until the expiry of the period of notice, unless your Manager approves otherwise. The date of termination is your last day of work.

11.6 Other Payments

In addition to the above redundancy payment, you will be paid on termination:

- any unused annual leave entitlement;
- any long service leave entitlement owing as at the date of termination which has not previously been taken or forfeited; and
- the remuneration payable up to the date of termination.

12.0 DISPUTES AND GRIEVANCE PROCEDURES

ACC is mindful of your needs, particularly when a work-related problem results in dissatisfaction for you and a disturbance in your relationship with ACC.

Good communication with your manager will, in the majority of cases, quickly resolve any problems, grievances or misunderstandings. However, if no solution is forthcoming then both you and ACC must follow the problem resolution process, attached to this agreement as Appendix A and available on the ACC Intranet, to make sure that issues are promptly resolved. This includes an explanation of the Personal Grievance Process that is a guide to services available for resolving employment relationship problems.

You have the right to be represented by a person of your own choice at any time during the problem resolution process. You will be advised of your right to be represented by a person of your own choice at any time during the process.

13.0 SIGNATORY PARTIES

Signed for and on behalf of ACC:

Signed by:

Manager's Name Employee's Name Designation

Dated:

Dated:

14.0 SCHEDULE ONE

Employer Investment Statement

This Schedule sets out the composition of your Employer Investment package which will take effect from Employee Start Date

Employer Investment Package

Full-time Equivalent Base Salary (gross) \$[Base Salary]

The following shall comprise all the compensation benefits to which you are entitled:

e.g. Car park \$0.00

Equals Full-time Equivalent Fixed remuneration (gross) ***\$(Base Salary)***

Plus Superannuation Savings Allowance of Base Salary \$0.00

Employer Investment (Full time equivalent) (gross) ***\$(Total)***

“**Fixed Remuneration**” is the value of the Base Salary paid to you together with the cost of any contractual benefits, such as a car or car park.

“**Employer Investment**” represents the overall cost of your remuneration package including both Fixed Remuneration plus the value of the Superannuation Savings Allowance.

15.0 SCHEDULE TWO

Declaration and acceptance of offer

I, _____ acknowledge that:

- (a) I have read, understood and accept the provisions of this agreement.
- (b) All representations, whether oral or in writing, made by me when applying for this position about my qualifications and experience are true and correct.
- (c) I have not deliberately failed to disclose any matter which may have materially influenced ACC's decision to employ me.
- (d) I understand that I may be dismissed from my employment if I have provided any incorrect, misleading or incomplete information.
- (e) I have been advised to seek independent advice about the terms of this offer and I have had sufficient time to do so. In accepting this offer I have not relied on the advice of ACC or any of its representatives about what these terms mean.

For: [Employee First Name] [Employee Surname]

Effective Date: [Employee Start Date]

Signed:

Signature of employee

Employee Number

Date

For ACC:

Signed: _____ **Date** _____

[Signing Manager Name]

[Signing Manager Title]

APPENDIX A

The Employment Relationship Problem Resolution Process In ACC

An employment relationship problem is a problem between you and your manager or between you and another ACC employee or between you and ACC. It includes a personal grievance, dispute or other problem relating to or arising out of your employment relationship.

An employment relationship problem does not include any problem concerning the setting of terms and conditions of your employment. Nor does it include an issue you may have with the tasks, responsibilities and functions of your position or with your manager expecting you to achieve these duties.

Listed below are examples of employment relationship problems:

- You think you have been treated unfairly;
- A breach of your employment agreement;
- A personal grievance;
- A dispute over the interpretation, application or operation of your employment agreement;
- A question about whether you are an employee or an independent contractor;
- A disagreement about arrears of wages or holiday pay etc;
- Your not being allowed to attend union meetings or take employment related education leave; or You get a warning, or are dismissed.

A personal grievance means any grievance that you have against ACC because of a claim that:

- You have been unjustifiably dismissed;
- Action ACC has taken disadvantages you in your employment or a term of your employment is unjustifiable;
- You are discriminated against in your job;
- You are sexually harassed in your job;
- You are racially harassed in your job; or
- You have been pressured in your job because of your membership or non-membership of a union or employees' organisation.

A personal grievance must be raised with your Manager within 90 days of the event, ie. when the facts that give rise to the grievance occur or when they come to your attention. A personal grievance can only be raised outside this time frame with the agreement of ACC or in exceptional circumstances.

Step 1 Clarify the problem

If you believe there may be a problem in the employment relationship, the first step is to check the facts and make sure there really is a problem, and not simply a misunderstanding.

You might want to discuss a situation with someone else to clarify whether a problem exists, but in doing so you should take care to respect the privacy of other employees and managers, and to protect confidential information belonging to the Employer. For example, you could seek information from:

- Friends and family

- The Ministry of Business, Innovation and Employment on 0800 20 90 20 or on its website at www.dol.govt.nz/er/solvingproblems/index.asp
- Pamphlets/fact sheets from the Ministry of Business, Innovation and Employment
- Your union (if they are a union member), a lawyer, a community law centre or an employment relations consultant.

□

Step 2 Discuss the problem

If you believe there is a problem, raise it as soon as possible. This can be done in writing or verbally. Provided you feel comfortable doing so, you should ordinarily raise the problem with your direct manager. If this is not possible, you may raise the problem with their manager, or another appropriate manager.

A meeting will usually then be arranged where the problem can be discussed between appropriate parties. You are entitled to being a representative or support person with you to the meeting if you wish.

When raising a problem for discussion it is helpful if you can do so in writing and outline solutions that you consider may resolve it.

The parties will then try to establish the facts of the problem and discuss possible solutions. This is likely to include an exchange of views about the nature of the problem and possible solutions.

Your manager (or other appropriate manager) may wish to seek advice or consider further information to assist them in addressing your problem. They may seek assistance or information from People Services, their own manager, a specialist (if applicable), or another person involved in the problem. They may also wish to gather information including documentation to understand the issue you have raised. It may be that discussions take place over more than one meeting if progress is being made.

The manager may refer the problem on to a more senior manager or People Services if they believe someone more independent would be better placed to resolve it.

If you agree to a solution it is helpful if this is documented so this can be referred back to if required. If you are satisfied with the solution this is the end of the process.

Step 2a Investigation of the problem

Depending on the nature of the problem, it may be appropriate for an investigation to be conducted into the issues you have raised. An investigation is likely to be appropriate in the following circumstances:

- You raise an allegation against a colleague or manager which is of a disciplinary nature
- There is some evidence that can be referred to, to support the allegation you have made.

An investigation will not normally be appropriate if the problem you raised relates to a decision ACC made to issue a warning or to dismiss.

The Next Steps

If we are not able to resolve the problem through the steps above, a number of options exist:

- Either party can contact the Ministry of Business, Innovation and Employment, who can provide information and/or refer the parties to mediation.
- Depending on the nature of the problem, the issues involved may also be ones that the Labour Inspectors employed by the Ministry of Business, Innovation and Employment can assist with, i.e. minimum statutory entitlements such as holiday, leave or wages provision.
- Either party can take part in mediation provided by the Ministry of Business, Innovation and Employment (or the parties can agree to get an independent mediator).
- If the parties reach agreement, a mediator provided by the Ministry of Business, Innovation and Employment can sign the agreed settlement, which will then be binding on the parties.
- The parties can both agree to have the mediator provided by the Ministry of Business, Innovation and Employment decide the problem, in which case that decision will be binding;
- If mediation does not resolve the problem, either party can refer the problem to the Employment Relations Authority for investigation.
- The Employment Relations Authority can direct the parties to mediation, or can investigate the problem and issue a determination.
- If one or other of the parties is not happy with the Employment Relations Authority's determination, they can refer the problem to the Employment Court.
- In limited cases, there is a right to appeal a decision of the Employment Court to the Court of Appeal and to the Supreme Court.



Tā mātou nei whakakitenga, he waihanga i ngā hononga ahurei me ngā tāngata kātoa o Aotearoa, kia ngāwari ake ngā wā e whara ai te tangata, hei whakapiki i tā rātou nei oranga.

He tino nui te kaupapa o te whanaungatanga, o te kotahitanga ki a Te Kaporeihana Āwhina Hunga Whara. Ka kaha tautoko e tātou ngā pūkenga ahurei o ia tāngata o te kamupene, waihoki, ā tōna wā, taea e tātou te kōkiri whakamua me ngā whakaarō auaha o ia tangata kia tutuki pai i ngā whāinga o te kamupene.

Ko tā mātou nei ahurea ki Te Kaporeihana Āwhina Hunga Whara, ka kaha whakamana i te taiao e hui ai te tangata, e manaaki ai te tangata, e hono ai te tangata ki te hāpori e mahi ana e rātou – Nā reira, e āhei ana te kaimahi te whakapakari i a rātou anō, i ngā kiritaki hoki haukotī katoa nei i a Aotearoa whānui.

Te rautaki o Te Kaporeihana Āwhina Hunga Whara – Ko te rautaki nei o Whāia Te Tika, he rautaki e arataki ai i Te Tiriti o Waitangi kia whakapakari i ngā wheako a te Māori. Mā te tika, mā te pono e tautoko ana e tātou ngā aronga a Te Kaporeihana Āwhina Hunga Whara. E tutuki ai o mātou whāinga, me whai whakaarō ki ēnei pou e toru:

- Arotahi Kiritaki – Ko ngā tukanga e whakapakari ai i te urunga, i ngā wheako o te kiritaki,
- Hononga Hiranga – Ko ngā tukanga e arotahi ana me ngā rautaki whakahoahoa kia whakapakari i ngā hua;
- Whakawhanake Pūkenga – Ko ngā tukanga e whakapakari ai i ngā pūkenga ahurea, e whakataki ai i o mātou ratonga mahi

Our vision is to create a unique partnership with every New Zealander, improving their quality of life by minimising the incidence and impact of injury.

At ACC, we recognise that diversity, inclusion and accessibility is important to our business. We embrace the unique perspective and capabilities of our current and future employees, which will help us continue to drive innovation and achieve our business goals.

Our culture enables us to create an environment of involvement, respect and connection with the communities where we work - benefitting individual employees and all our clients across New Zealand.

ACC's Māori Strategy – Whāia Te Tika is a strengths-based strategy that is guided by the Treaty of Waitangi to enable equitable access, outcomes and experiences for Māori. Getting it right for Māori supports ACC's focus on transforming how we engage with customers including business customers, providers and clients. ACC aim to achieve this through our three focus areas:

- Customer Focus – actions that seek to improve customer access, experience and outcomes,
- Partnering for Excellence – Actions that focus on strategic engagement and partnership to improve outcomes and;
- Developing Capability – Actions that seek to improve cultural capability and how we deliver our services.

Position Purpose

The Clinical Advisor works collaboratively across teams to provide expert consistent, robust and up to date clinical and rehabilitation advice to ensure sound, consistent, evidence-based decision making.

In addition, the Clinical Advisor:

- As an expert advisor, ensures the relevant response is provided and/or transferred / escalated as appropriate to a relevant advisor.
- Leverages their external networks and credibility to lead engagement with allocated health professional groups and organisations as required.
- Supports provider improvement through relationships, conversations, audit and feedback.

Key Accountabilities and Outcomes

- Provide expert, culturally safe, clearly conveyed advice as part of a multidisciplinary team via phone/face to face, email and EoS referrals, ensuring first point resolution where possible or a researched, coordinated response within agreed service levels where more investigation is required.
- Provide expert advice for internal customers across the ACC network for wide range of cover and entitlement requests , to ensure that the needs of our internal customers are met.
- Work collaboratively as a team player, openly engaging with other advisors and sharing knowledge as part of a diverse multidisciplinary team.
- Work within ACCs clinical quality framework, clinical standards and guidelines to ensure advice is fit for ACCs purpose.
- Proactively engage with treatment providers to clarify or seek information to support expert decision making for client outcomes.
- Provide feedback, coaching and participate in education sessions for advisor colleagues and decision makers to continuously improve referral quality.
- Supports and mentors the Triage and Workflow team when required to help them to triage requests to the appropriate channel.
- Build and maintain relevant clinical knowledge through effective internal and external networks, reviewing relevant information available within ACC and undertaking desktop research if required.
- Report clinical business issues identified and participate in continuous improvement initiatives to address these to minimise future risk.
- Support the Clinical Quality and Governance function to identify new publications and education initiatives and up-skilling opportunities to enhance ACC's evidence-based decision making.
- Adhere to agreed service levels proactively and effectively manage all workflow to ensure optimal outcomes for customers.
- Ensure appropriate documentation of all queries is completed (including face to face) to ensure accurate reporting and analytics on workflow and emerging trends and/or needs.
- Provide expert representation on panels as required.
- Participate in clinical audit activity as part of the continuous quality improvement programme, and to support the performance management of external providers as required.
- Contribute to Provider and Injury Prevention design work and other projects and activities where required.

Key Working Relationships

Internal:

- Client Service Delivery
- Provider Service Delivery
- Injury Prevention
- Integrity Services
- Clinical Governance and Partnerships team
- Health Intelligence and Insights

External:

- Health Professionals
- Treatment Providers

ACC Behaviours



Accountable: He tangata pono

I make considered decisions; I'm responsible for my actions, and I take practical steps to overcome challenges.

Rangatira ake nei aku whakatau; Ka whai mana ahau me aku tukanga, waihoki, ka mate ururoa kia eke panuku.



Inclusive: He tangata kotahitanga

I encourage others; I respect different perspectives; I collaborate and make it easy for ideas to be shared.

Ka kaha whakatenatena e ahau ngā tini kaimahi; Ka kaha whakarangatira au i ngā tini whakaarō o ia tāngata; Ka mahi tahi ahau kia ngāwari ake te honongā whakaarō.



Curious: He tangata mahira

I am open to new ideas; I welcome feedback and seek opportunities to improve.

He pai ki ahau ngā whakaarō auaha; Rāhiri mai rā ko ngā kōrero whakawhanake e angitu ai ahau.



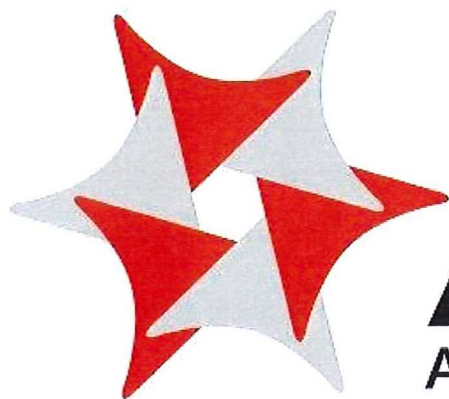
Customer focused: He tangata aro kiritaki

I enable my customers to achieve the right outcomes by being responsive, clear and transparent.

Mā te urupare, mā te ngangahu, mā te pono, ka kaha tautoko ahau i aku kiritaki kia tutuki i ngā whāinga kia puta ngā hua.

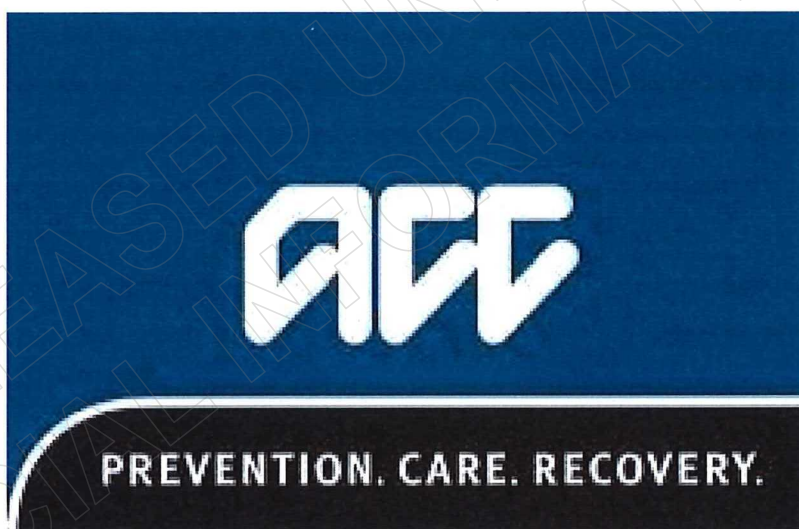
Essential Experience and Qualifications

- 5 years of experience dealing with clients/patients in a health service-based environment desirable.
- Proven ability to effectively manage varied workloads to meet service levels.
- Ability to work in a dynamic, collaborative, responsive and continuous improvement environment.
- Clinical qualification, experience and knowledge in one or more of the following areas – Occupational Therapy, Physiotherapy, Osteopathy, Chiropractic, Pharmacy or Nursing.
- Current annual practicing certificate, evidence of indemnity insurance and a comprehensive and up to date understanding of relevant rehabilitation practices and clinical knowledge and conditions.
- Ability to think logically and have a key eye for detail.
- Strong communication, collaboration, relationship management and coaching skills including the ability to explain conditions, treatment options and ACC decision rationale to others in an easy to understand manner. This would include in writing and verbal, including telephone-based communication
- Proven ability to interpret and critically evaluate appropriate information to determine appropriate advice.



APEX
ALLIED SCIENTIFIC AND TECHNICAL

and



Te Kaporeihana Āwhina Hunga Whara

Psychology Advisors

Collective Agreement

1 July 2023 to 31 March 2024

Parties and Coverage

This collective agreement is made pursuant to the Employment Relations Act and its amendments.

1. Parties to this Collective Agreement

- a) The Accident Compensation Corporation - Te Kaporeihana Awhina Hunga Whara (referred to as "ACC" or the "employer").
- b) The Association of Professionals and Executive Employees (referred to as "APEX" or the "union").

2. New Employees

ACC will make this Agreement known to any prospective staff member who is within the coverage clause of this Agreement and comply with S62 of the Employment Relations Act.

3. Coverage

All permanent and fixed term employees, whether full time or part time, who are employed as psychology advisors or psychotherapy advisors, and who hold registration with the New Zealand Psychologists' Board or the Psychotherapists Board of Aotearoa New Zealand. Casual employees are not covered by this Agreement.

4. Hours of Work

The standard hours of work for a full time equivalent employee are 80 hours per fortnight, worked between 8.00 am and 6.00 pm Monday and Friday with days and hours specified in their letter of offer, or as may be required by ACC from time to time, or as may be agreed permanently between ACC and the employee in writing.

All employees are entitled to paid rest breaks and unpaid meal breaks consistently with the following schedule:

Duty	Entitlement
Between 2 and 4 hours	One 15 minute paid rest break
Between 4 and 6 hours	One 15 minute paid rest break and one unpaid 30 minute meal break
Between 6 and 8 hours	Two 15 minute paid rest breaks and one unpaid 30 minute meal break
Over 8 hours	<p>If the subsequent period is 2 to 4 hours – one 15 minute paid rest break.</p> <p>If the subsequent period is 4 to 6 hours – one 15 minute paid rest break and one unpaid 30 minute meal break.</p> <p>If the subsequent period is more than 6 hours but not more than 8 hours to two 15 minute paid rest breaks and one unpaid 30 minute meal break.</p>

Employees who are required by ACC to work outside of their normal hours are entitled to a minimum break of nine hours between completion of work on one day and commencement of work on the next day, without loss of remuneration.

5. Remuneration

Psychology Advisors are employed on Band 19 of the ACC remunerate framework as follows:

BASE SALARY		
85%	100%	120%
\$ 137,401	\$ 161,648	\$ 193,978

Your individual remuneration will be reviewed at least annually in accordance with ACC’s remuneration policy and guidelines. ACC is under no obligation to increase your level of remuneration. Your individual remuneration will not be reduced as part of this process.

Your performance will be assessed and reviewed annually in accordance with ACC’s Remuneration and Performance Policy. The outcome of this assessment will inform decisions relating to your remuneration.

Further Details of ACC’s Remuneration and Performance Policy are set out on the Intranet.

NB the Remuneration and Performance Policy is being reviewed during the term of the collective agreement.

6. Overtime

Overtime is to be authorised in advance by the relevant manager. Overtime is defined as time ACC requires to be worked that is in excess of 80 hours per fortnight.

Where overtime is agreed to be worked, the rate of payment shall be at time and a half.

An employee and manager may agree, in the alternative to payment at time and a half, that time off in lieu of overtime will be provided. An employee may carry forward up to four hours only.

7. Continued Professional Development, Indemnity, and Supervision

These provisions are provided in accordance with the ACC Continued Professional Development Policy.

The details of the policy are contained on the intranet.

NB – where an employee currently has provisions deemed better than the policy such as in a letter of offer the provisions of the letter of offer apply.

8. Public Holidays

Public holidays (and alternative holidays) will be allowed and administered in accordance with the Holidays Act 2003, or in accordance with any legislation that may replace that Act.

An employee may be required by ACC to work on any public holiday that is an otherwise working day for them. Where that occurs, the employee will be paid for the work performed in accordance with the Holidays Act 2003 (or in accordance with any legislation that may replace it), and will receive an alternative holiday.

9. Annual Holidays

Employees with less than five years of continuous service with ACC will be entitled to four weeks' annual holiday per annum, on completion of each 12 month period of continuous service.

Once employees have completed five years of continuous service with ACC, they will become entitled to five weeks' annual holiday per annum.

Psychology Advisors who support mental injury work on a daily and constant basis as a required part of their role with ACC are entitled to five weeks annual leave per annum regardless of their length of service.

Annual holidays will be allowed, and holiday pay calculated, in accordance with the Holidays Act 2003 or any Act that replaces it. The holiday entitlements set out above are inclusive of, and not in addition to, the entitlement specified in the Holidays Act 2003.

Annual holidays may be taken in advance of the entitlement arising with the agreement of ACC.

Where the office in which an employee works has a close down period between Christmas and New Year, the employee may be required to take annual holidays during this time. An employee with no entitlement available may take this period as holidays in advance or as unpaid leave.

Where holidays in advance have been taken, and the employee's employment with ACC ends before their entitlement to those holidays has arisen, the amount paid for those holidays will be deducted from final pay owed to the employee.

10. Sick Leave

An employee will receive ten days of paid sick leave entitlement for each twelve months of employment with ACC. Unused sick leave may be carried forward up to a maximum of 60 days (inclusive of the current year's entitlement). Sick leave is paid and administered in all other respects (including with regard to the requirement for medical certificates to be provided) in accordance with the Holidays Act 2003 (or any Act that replaces it), and the entitlement set out above is inclusive of, and not additional to, the sick leave provided under that Act.

Accident Leave

For each injury where an employee's absence is due to a work or a non-work accident ACC shall make up the balance of pay between the 80% of weekly compensation that the ACC scheme covers and the rate of ordinary pay for a period of three months, subject to the provisions of clauses below.

Medical Retirement

ACC may terminate an employee's employment by way of medical retirement if it considers that the employee is unable to return to full and usual duties within a reasonable period of time, because of illness, injury or medical condition.

A medical retirement will usually require information to be supplied by two registered health practitioners, one nominated by ACC and one nominated by the employee. If the employee refuses to supply the information or refuses to be assessed, ACC may make its decision on the basis of whatever information it has.

If an employee's employment is terminated by way of medical retirement under this clause, and the employee has had at least two years' current continuous service with ACC at the time of termination, they will receive a taxable payment equivalent to three months' base salary (prorated for employees who were part time prior to their illness or injury)) in addition to the notice of termination provided for elsewhere in this Agreement.

Employees who had unlimited sick leave prior to this agreement coming into force, will retain that condition.

11. Long Service Leave

Employees will become entitled to Long Service Leave, paid at base salary only at the time it is taken, and taken at times agreed with ACC, on the following basis:

- On completion of ten years continuous service with ACC – two weeks leave;
- On completion of fifteen years continuous service with ACC – two weeks leave;
- On completion of twenty years continuous service with ACC – four weeks leave;
- On completion of twenty-five years continuous service with ACC – two weeks leave.

Long service leave is to be taken in one continuous period except the entitlement at twenty years continuous service which may be taken in two continuous periods of two weeks.

All Long Service Leave must be taken within two years of the particular entitlement arising, or it will be forfeited. Any unused Long Service Leave that is not forfeited by virtue of this clause will be paid out at the end of employment.

12. Bereavement Leave

Employees are entitled to up to five working days of paid bereavement leave (including the need to undertake reasonable travel) on the death of a person with whom they have a close association, either in terms of the specific relationships set out in the Holidays Act 2003 or, in any other case, where ACC accepts that a close association exists;

Employees are entitled to up to three working days of paid bereavement leave on the death of any other person, where ACC accepts that a bereavement has been suffered, and taking

account any legislative factors that must be considered, together with any other factors it considers appropriate.

The entitlements set out in this clause are inclusive of, and not additional to, the minimum entitlements to bereavement leave set out in the Holidays Act 2003 (or any Act that replaces it).

13. Domestic Leave

In addition to sick leave entitlement, employees are entitled to paid domestic leave of up to five days per calendar year (which is pro-rated for employees in their first year of employment and for part time employees to reflect their part time work week) where they are required to be absent from work to look after a dependent due to injury or illness. A medical certificate may be required for any period exceeding three working days.

Dependents are spouses or partners, children, parents and any other member of your family who ACC accepts, through illness or injury becomes dependent on the employee for care.

14. Family Violence Leave

In addition to the provisions relating to family violence leave set out in the Holidays Act 2003 (and which will apply while that Act remains in force).

Employees will be entitled to family violence leave from the commencement of their employment.

Under clause 72E of the Act ("Employee must notify employer of intention to take domestic violence leave") the employee will be entitled to choose the manager to whom they feel comfortable in making an application, and that manager will keep information pertaining to that application confidential other than any reasonable disclosure necessary for the application of the Acts provisions and employer's business (which the parties may agree include the employee's direct manager or supervisor).

ACC will not keep records past what is reasonably required to comply with the provisions of the Act, whether on the employee's personnel file or anywhere else, of any personal information or discussions concerning family violence without the express agreement of the affected employee.

15. Retirement

ACC will consider any request for retirement compensation after twenty years continuous service with ACC, where it is satisfied that the employee concerned genuinely intends to leave the paid workforce permanently (rather than simply leaving ACC to take up new employment or other form of work-related engagement). The employee may be required to provide information to assist ACC in its consideration, and if any request for information is not complied with, the request for compensation will be refused.

If ACC accepts a request the employee will receive an amount equal to one week's base salary at the time of retirement for each complete year of service with ACC (pro rated for part time employees), less applicable tax. Compensation will not be paid for part years of service.

16. Redundancy Provisions

NB these provisions do apply to Fixed Term Employees

Redundancy

ACC may make staff redundant during the term of this agreement through the application of the following clause.

Definition

A redundancy will occur in ACC when a permanent staff member's employment is terminated because the position occupied, and the services provided, by that staff members is or will become, superfluous to the needs of ACC.

No redundancy will occur by reason of the sale or transfer, including outsourcing, of the whole or any part of ACC's operations, where the purchaser or transferee of the operations has offered employment to the staff member from the time the sale or transfer takes effect in the same or substantially similar capacity under no-less-favourable employment conditions, including service recognition.

A redundancy payment will be made only to permanent full-time and permanent part-time staff, and also to permanent staff who are on parental leave where their position has been kept open.

Other Options

In the first instance every reasonable effort will be made to retain the employee's employment. Options available to ACC include redeployment, retraining, relocation and reduced hours.

Where a position is made redundant as a consequence of reorganisation, and ACC wishes to retain an employee's skills, ACC may transfer the employee to a suitable alternative position that is in the same location or one that is within reasonable commuting distance from the employee's residence, and is:

- In keeping with the employee's skills and experience; or
- Within the employees capability with such retraining as may be provided by ACC.

Except as provided in subclause x below, where redeployment to a suitable alternative position is not accepted by the employee, no redundancy compensation will be payable.

If an employee is transferred to a position in which a lower rate of pay is payable, the employee shall retain the former rate of pay for a period of twelve months following the date of transfer, after which the rate of pay appropriate to the new job shall apply. Non-acceptance of any offer of transfer to a position with a lower rate of pay will not disqualify the employee to any redundancy compensation they would otherwise be entitled.

Employee Protection Provision

This clause applies to any sale, transfer or contracting out of all or part of the activities or operations of the Corporation.

Where the Corporation is contemplating such sale, transfer or contracting out (together a “transaction”) and the Transaction may affect positions of the employees covered by this agreement, the following process will apply:

As soon as is reasonably practicable (taking into account the commercial and confidentiality requirements of any such Transaction) the Corporation will consult with APEX and the employees potentially affected.

Where, following such consultation it has been determined to proceed with the Transaction, the Corporation will endeavour in its negotiations with the potential new employer, to protect employee interests by:

- (i) Exploring with the potential new employer whether it is in a position to offer employment to the potentially affected employees covered by this agreement on terms and conditions of employment that avoid the need to pay redundancy compensation if the Transaction proceeds; and
- (ii) Where the proposed Transaction is not able to be concluded on the basis in paragraph (i) above, or on a basis whereby an employee is prepared to accept a role with the new employer, the Corporation will endeavour to find a suitable alternative position for its staff prior to resorting to redundancy,

The matter relating to the terms of employment that the Corporation will negotiate with the new employer will be those set out in this written Collective Agreement and for the avoidance of doubt, will not include any matters contained in Corporation policies or any other discretionary benefits of employment.

Where, following the negotiations with the new employer, the Transaction is to take place, and an individual employee covered by this agreement is either not offered employment with the new employer or has declined an offer of employment, the following process will apply:

- (i) Where no offer of employment is made by the new employer, the Corporation will explore redeployment and other options to avoid redundancy for the employee and will endeavour to identify a similar role for the employee with the Corporation on no generally less favourable terms of employment than those contained in this agreement. If such a role is identified for an employee and they are offered such a role, where the employee declines it, they will be made redundant without compensation; and
- (ii) Where an offer of employment is made by the new employer on terms that avoid the need to pay redundancy compensation under this agreement but the employee declines such an offer, they will be made redundant and will not be entitled to any redundancy compensation; and
- (iii) Where the employee is made an offer of employment by the new employer on terms and conditions that do not satisfy this clause the employee will be entitled to decline the offer and receive redundancy and any other entitlements in

accordance with the terms of this agreement. However, if the employee accepts such an offer, they will not be entitled to redundancy compensation.

Notification

Where a position is to be declared redundant an employee will be given at least four weeks notice of redundancy in writing.

Redundancy Payment

If you are a permanent staff member ACC will make a redundancy payment as follows:

3 months base salary;

Note The total amount paid to staff members under these provisions shall not exceed \$43,260.

The redundancy payment will be made in a lump sum and taxed at the appropriate rate as stipulated under the Income Tax Act 1976 and amendments.

The redundancy payment will be payable in the pay period following the date of termination.

The payment to be made will be contingent on you remaining at work and performing your normal duties until the expiry of the period of notice, unless the appropriate General Manager approves otherwise. The date of termination is your last day of work.

Other Payments

In addition to the above redundancy payment, you will be paid on termination:

- Any unused annual leave entitlement;
- Any long service leave entitlement accrued at the date of termination which has not previously been taken or forfeited; and
- Salary up to the date of termination.

Job Search and Counselling

If you are given notice of redundancy you will be given reasonable time off for job seeking. In addition, counselling will be offered dependent on your needs.

17. Termination of Employment

Unless specifically provided for elsewhere, or otherwise agreed with the employee, a period of four weeks will apply in case of termination of employment, either by notice of resignation or dismissal. ACC may, at its sole discretion, give less notice subject to making payment in lieu of the notice not given. If an employee give less notice, they will forfeit payment in respect of the notice not given.

Where notice is given, ACC may, at its sole discretion, require the employee not to attend the workplace, or not to undertake any duties or to undertake only certain tasks, for any or all of the notice period.

Nothing in this clause will prevent ACC from terminating an employee's employment without notice, and without payment in lieu of notice, in the event of proven serious misconduct.

On termination of employment, all ACC property must be returned by the employee in accordance with any directions given by ACC in that regard. Deductions may be made from final pay (including from holiday pay owed) in respect of holidays or sick leave taken in advance, or for any other confirmed amount owed by the employee to ACC. ACC will advise the employee of any intended deduction(s) to be made under this clause and will take any response into account.

18. Suspension

The employer may suspend an employee on full pay:

- a) While investigating allegations of serious misconduct; or.
- b) Where because of a condition, illness or injury the employee is considered to constitute an immediate hazard to themselves or others;

Where any period of suspension is extended because of the actions or circumstances of the employee (e.g. the employee is not communicative, or the employee is remanded or imprisoned), ACC may give notice that from a particular date, the suspension will be unpaid.

Where practicable, before an employee is suspended, they will be given an opportunity to comment on the proposed suspension, and ACC will genuinely consider those comments.

Prior to the end of a period of suspension and if employment is to continue, the employee will complete a return to work discussion, to assist the return to work.

Where the nature of the suspension, or the duration of absence warrants it, the manager will work with the employee to develop a return to work plan which will not usually exceed six weeks.

19. Higher Duties Allowance

If an employee is temporarily appointed to act in and substantially perform the duties of a more senior position for more than two weeks continuously, the employee will be paid from the day on which they commence the higher duties, at a rate not less than the minimum remuneration paid for the position for the duration of their appointment.

20. Superannuation Savings Allowance

Employees enrolled in a superannuation or Kiwisaver scheme are eligible to receive a Superannuation Savings Allowance of 9% (gross) of fixed remuneration to all employees to support them with their retirement savings. This allowance will be paid in addition to fixed remuneration and will be applied by ACC to a superannuation or Kiwisaver scheme, on behalf of the employee, in accordance with ACC's Superannuation Savings Allowance Policy. The Superannuation Savings Allowance will be used in the first instance to fund any existing or required employer contributions to a superannuation or Kiwisaver scheme, provided that where the existing or required contribution rate is less than 9%, the balance will be paid as an additional employer contribution.

The Superannuation Savings Allowance will include all associated costs relating to the provision of that benefit including Employer Superannuation Contribution Tax (ESCT).

In the case of Kiwisaver, the employer contribution will be made up of the prevailing compulsory statutory contribution rate, including ESCT (employer superannuation contribution tax), plus an additional employer contribution to a total maximum employer contribution of 9%.

This provision is instead of, and not in addition to any obligations ACC may have to contribute to a superannuation or Kiwisaver scheme, pursuant to the Kiwisaver Act or any other contract, deed, enactment or arrangement.

Eligibility for Superannuation Savings Allowance

The eligibility rules for the Superannuation Savings Allowance are as set out in the ACC Superannuation Savings Allowance Policy. Without limiting the terms of that policy, employees will not be eligible for this allowance if they are making employee contributions and/or receiving employer superannuation contributions to a National Provident Fund.

In the event that any employee is not eligible for the Superannuation Savings Allowance, all other parts of this agreement (including as varied) will apply insofar as they can be applied to those employees.

21. Policies

All employees are expected to observe ACC's policies and supporting processes, including any amendments made to them, and any new policies or processes that may be implemented, at all times while at work (including at work-related functions or social events) or while representing ACC. All policies are published on the ACC Intranet. All employees are also required to support ACC's commitment to the Treaty of Waitangi.

22. Employee Rights

ACC has in place effective policies on Equal Employment Opportunities, Discrimination, Domestic Violence and Sexual Harassment.

An Employee Assistance Programme also operates throughout ACC and is available to all staff.

23. Disputes and Personal Grievances

ACC is mindful that work-related problems can result in dissatisfaction in an employee's relationship with ACC. An employment relationship problem includes a personal grievance, dispute or other problem arising to, or arising out of, an employment relationship.

Good communication between an employee and their manager will, in the majority of cases, quickly resolve any problems, grievances or misunderstandings. However, if no solution is identified, then both the employee and ACC must follow the problem resolution process set out in this clause .

An employee has the right to be represented by APEX or any other person of their choosing at any time during the problem resolution process.

If the situation is not resolved through discussion between an employee and their manager, the employee can escalate the problem to their managers' manager. If the situation remains unresolved then, either party can contact the Ministry of Business, Innovation and Employment (MBIE). MBIE can provide helpful information and/or offer the parties to mediation assistance in solving their problem if both agreed to attend.

If mediation does not resolve the problem, either party can refer the problem to the Employment Relations Authority for investigation. If either party is not happy with the Employment Relations Authority's determination, they can refer the problem to the Employment Court. In limited cases, there is a right to appeal a decision to the Court of Appeal and to the Supreme Court.

24. Health and Safety

The parties agree that employee health and well-being is important and that, pursuant to the Health and Safety at Work Act 2015, ACC will take reasonably practicable steps to protect employees against harm to their health, safety, and well-being while they are at work, including by eliminating or minimising risks, so far as is reasonably practicable, arising from work and by promoting employees' well-being.

ACC is committed to, and requires employee commitment to a high standard of health, safety and security in the workplace for all employees and visitors to the ACC offices. It is the responsibility of both ACC and employees to ensure that there is a mutual commitment to the obligations for health and safety in the workplace under the Health and Safety in Employment Act 1992, regulations, and codes of practice.

All employees are required to comply with ACC's health and safety rules and procedures, and in particular to take all practicable steps to ensure their own fitness for work and safety and the safety of others in the place of work. All employees are expected to comply with ACC policies with respect to Health and Safety.

An employee is required to ensure that they maintain their ability to perform their duties safely and effectively. An employee must advise ACC when they become aware of any medical condition (including stress-related symptoms) which may impact on their ability to perform their duties safely and effectively.

The promotion of good health and the use of appropriate safety measures are a major objective for ACC managers and staff at all levels. As part of its Safety and Wellbeing policy, ACC is committed to the principles of Case Management which aim to ensure any injured or ill employee is actively engaged in a rehabilitation process that results in an early, safe and lasting return to work or capacity to work.

Staff ACC claims shall be managed in a manner that protects privacy as far as possible.

The employer and all its employees shall take all reasonable precautions for the safety and health of all Employees, patients and visitors as set out in the Health and Safety at Work Act 2015 and its Amendments. Employees who do become aware of damage or faults to equipment or the existence of other hazards that may endanger the health or safety of

others shall immediately report such damage, fault or hazard to the Safety Officer and to the employer.

The Employee shall comply with the employer's health and safety policies and procedures at all times.

Employee's workloads will be reasonable and safe. Employee and manager are obliged to review workloads. If there is concern for workload, this can be arranged with the manager as a first step to discuss and resolve. Should the matter not be resolved escalation through a union rep and HR may be appropriate

Employees will not be required to work in situations whether there is a heightened personal risk or where the facilities and equipment are not appropriate.

Transport: employees will be provided with appropriate transport to carry out their official duties.

25. Union Rights

Deduction of APEX Membership Fees

The employer will deduct APEX fees from the salaries of employees when authorised to do so in writing by members. Fees so deducted will be forwarded to APEX fortnightly.

Paid Union Meetings

Subject to subsections of this clause, the employer shall allow every employee who is a member of APEX, on ordinary pay, to the extent that the employee would otherwise be working for the employer during the meeting, two paid union meetings (each of a maximum of two hours' duration) in each year (being the period beginning on the first day of January and ending of the following 31st day of December).

APEX shall give the employer at least 14 days' notice of the date and time of any meeting to which sub-clause (1) of this clause applies.

APEX shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any meeting, including, where appropriate, an arrangement for sufficient employees to remain available during the meeting to enable each employer's operation to continue.

Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any employee for a period greater than two hours in respect of any meeting.

Only employees who actually attend an APEX meeting shall be entitled to pay in respect of that meeting and to that end APEX shall supply the employer with a list of employees who attended and shall advise the employer of the time the meeting finished.

Representatives Right of Entry

The authorised APEX representative will with the consent of the employer (which consent will not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises for the purpose of interviewing any employee(s), enforcing the agreement on behalf of any employee(s) covered by this agreement and any other lawful act, but not so as to interfere unreasonably with the business of the employer. In doing so, all existing health, safety and security requirements will be observed, and if asked to do so, the representative will provide evidence of identity.

Employee Education Leave

The Employer will grant Employment Relations Education leave in accordance with the Employment Relations Act 2000 for employees party to this agreement to attend courses authorised by APEX to facilitate the employees’ education and training as employee representatives in the workplace. APEX will send a copy of the programme for the course and the name of employees attending at least 21 consecutive days prior to the course commencing. The granting of such leave will not be unreasonably withheld taking into account continuing service needs.

Delegate Facilities

ACC recognises and values the role of APEX delegates as authorised representatives of employees covered by this agreement. ACC will allow them reasonable time and access to facilities to carry out their functions including APEX sponsored training subject to ACC’s operational requirements.

26. Savings

Nothing in this agreement shall operate as to reduce the salary or conditions of employment applying to any employee at the date of this agreement coming into force unless specifically varied by this collective agreement.

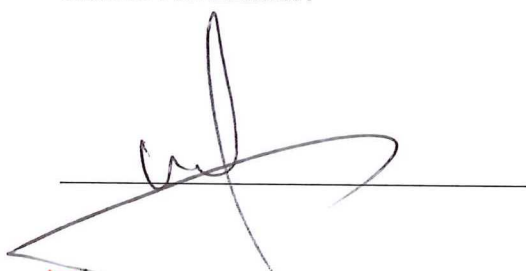
27. Variations

This agreement may be varied by agreement between the parties, subject to APEX’s normal ratification process. Such agreement must be in writing and signed by the parties.

28. Term

This agreement shall be deemed to have come into force on 1 July 2023 and expire on 31 March 2024

SIGNED AGREEMENT



8 8 2023

[Out of Scope]

Date

Deputy Chief Executive

ACC

[Out of Scope]

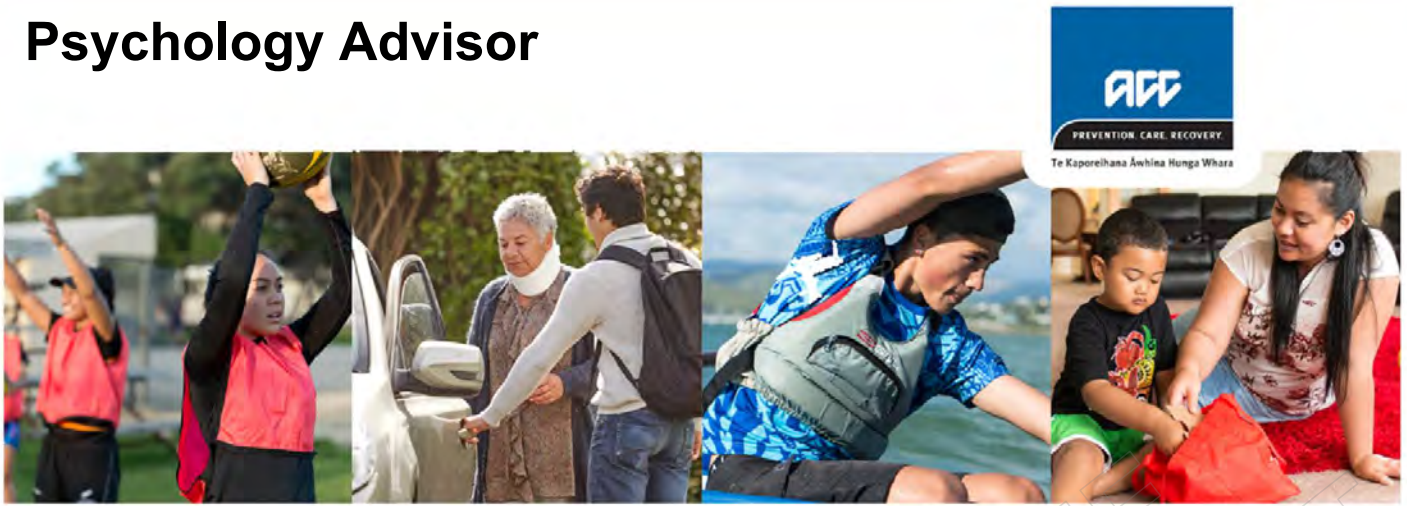
Date

National Secretary

APEX

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

Psychology Advisor



Our vision is to create a unique partnership with every New Zealander, improving their quality of life by minimising the incidence and impact of injury.

We know that a diverse and inclusive team helps us meet the needs of our customer, and we welcome candidates from every ethnicity, national origin, gender identity, age, and those with a disability or who have additional mental health needs. It is important to us that people are free to be themselves at work. Here are some ways we encourage that:

- Employee networks to support our colleagues from diverse backgrounds.
- The option to explore flexible working that suits your needs and ours.
- Development opportunities in te reo Māori me ngā tikanga.

Position purpose

The Psychology Advisor works collaboratively across teams to provide expert consistent, robust and up to date clinical advice to ensure sound, consistent, evidence-based decision making.

In addition, the Psychology Advisor:

- Leverages their external networks and credibility to lead engagement with allocated health professional groups and organisations as required
- Supports provider improvement through relationships, conversations, audit, and feedback
- Provide input into provider or injury prevention design initiatives as required

Key Accountabilities and Outcomes

- Provide expert, culturally safe, clearly conveyed advice as part of a multidisciplinary team via phone/face to face, email and EoS referrals, ensuring first point resolution where possible or a researched, coordinated response within agreed service levels where more investigation is required.
- Work collaboratively as a team player, openly engaging with other advisors and sharing knowledge as part of a diverse multidisciplinary team.
- Work within ACCs clinical quality framework, clinical standards and guidelines to ensure advice is fit for ACCs purpose.
- Proactively engage with treatment providers to clarify or seek information to support expert decision making for client outcomes.
- Provide feedback, coaching and participate in education sessions for advisor colleagues and decision makers to continuously improve referral quality.
- Build and maintain relevant clinical knowledge through effective internal and external networks, reviewing relevant information available within ACC and undertaking desktop research if required.

- Report clinical business issues identified and participate in continuous improvement initiatives to address these to minimise future risk
- Support the Clinical Quality and Governance function to identify new publications and education initiatives and up-skilling opportunities to enhance ACC's evidence-based decision making.
- Adhere to agreed service levels proactively and effectively manage all workflow to ensure optimal outcomes for customers.
- Ensure appropriate documentation of all queries is completed (including face to face) to ensure accurate reporting and analytics on workflow and emerging trends and/or needs.
- Provide expert representation on panels as required.
- Participate in clinical audit activity as part of the continuous quality improvement programme, and to support the performance management of external providers as required.

Experience and Qualifications

- Experience dealing with clients/patients in a health service-based environment.
- Proven ability to effectively manage varied workloads to meet service levels.
- Ability to work in a dynamic, collaborative, responsive and continuous improvement environment.
- Relevant Clinical qualification and maintains a current practice as a Registered Psychologist.
- Current annual practicing certificate, evidence of indemnity insurance and a comprehensive and up to date understanding of relevant rehabilitation practices, clinical knowledge and conditions.
- Ability to think logically and have a key eye for detail.
- Strong communication, collaboration, relationship management and coaching skills including the ability to explain conditions, treatment options and ACC decision rationale to others in an easy to understand manner. This would include in writing and verbal, including telephone-based communication.
- Proven ability to interpret and critically evaluate appropriate information to determine appropriate advice.
- Demonstrates external clinical currency through active clinical practice outside of ACC; and/or Academia (research/teaching), health consultancy, medical leadership/management, health policy or other professional work as relevant to ACC.

ACC Behaviours

Accountable: He tangata pono

I make considered decisions; I'm responsible for my actions, and I take practical steps to overcome challenges.

Inclusive: He tangata kotahitanga

I encourage others; I respect different perspectives; I collaborate and make it easy for ideas to be shared.

Curious: He tangata mahira

I am open to new ideas; I welcome feedback and seek opportunities to improve.

Customer focused: He tangata aro kiritaki

I enable my customers to achieve the right outcomes by being responsive, clear and transparent.



MEDICAL ADVISORS COLLECTIVE AGREEMENT

FOR ASMS MEMBERS EMPLOYED BY ACC

1 JULY 2023 – 31 MARCH 2024



ASSOCIATION OF SALARIED MEDICAL SPECIALISTS

TOI MATA HAUORA

KS

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RELEASED UNDER THE
OFFICIAL INFORMATION ACT

1 Commitment to Te Tiriti O Waitangi

ACC is committed to Te Tiriti o Waitangi partnership between Māori and the Crown and will promote an understanding of partnership and the implementation of Te Tiriti o Waitangi principles in the workplace.

2 Underlying Principles

- 2.1 The parties recognise that employees are governed by their ethical and professional obligations and their work as a Medical Advisor is consistent with those obligations.
- 2.2 The parties realise that the Medical Advisor must evaluate cases based on clinical knowledge and experience and written advice from Medical Advisors cannot be changed without the Medical Advisor's recorded agreement.
- 2.3 The parties acknowledge the increasingly demanding medico-legal environment in which employees are required to practise. Accordingly the employer undertakes to do what it reasonably can to ensure the workplace is well resourced, professionally supportive and conducive to a very high standard of individual clinical decision making.

3 Definitions

In this Agreement:

- 3.1 **Vocationally registered** means registration by the Medical Council of New Zealand in a vocational scope of practice.
- 3.2 **Medical practitioner** means any medical practitioner who is registered under the Health Practitioners Competence Assurance Act and holds a current Annual Practising Certificate issued by the Medical Council of New Zealand who falls within the coverage clause of this Agreement.
- 3.3 **Qualifying Diploma** means a diploma in Occupational Medicine or Industrial Health, Musculoskeletal Medicine, Rehabilitation Medicine or Sports Medicine.
- 3.4 **Full-time employee** means any employee who is employed under this Agreement for eighty hours per fortnight.
- 3.5 **Ordinary Hourly Rate** means the hourly rate derived by dividing the employee's nominal annual base salary rate by 2085.
- 3.6 **Part-time employee** means any employee who is employed under this Agreement for less than eighty hours per fortnight.
- 3.7 **Service** means service with the employer.
- 3.8 **Fixed Remuneration** is the value of the base salary paid to employees together with the cost of any contractual benefits, such as a motor vehicle.
- 3.9 **Employer Investment** represents the overall cost of the employee's remuneration package including both fixed remuneration plus the value of the superannuation savings allowance.

4 Nature of Agreement

This is a collective agreement negotiated under the provisions of the Employment Relations Act 2000. It sets out the core terms and conditions of employment for those employees who fall within its coverage clause.

5 Parties

- 5.1 The parties to this agreement will be ACC (the employer) and ASMS (the union). The agreement shall be binding on both parties.
- 5.2 Unless by agreement, no improvement to any rate, allowance or other condition negotiated in this agreement shall be passed on to any employee who might be covered by this agreement but has elected to be outside of such coverage.

6 Coverage

This agreement applies to employees of the employer who are health practitioners registered with the New Zealand Medical Council and employed by ACC in a medical advisory role.

7 ACC and ASMS Obligations

- 7.1 ACC acknowledges and recognises the ASMS, its officers, officials and delegates, as representatives of the union in the workplace. ACC also acknowledges and recognises ASMS's right to independently represent the collective interests of members. ASMS acknowledges and recognises the responsibility of the Chief Executive to manage their agency under legislation.
- 7.2 Representatives of ACC and the ASMS will meet on a regular basis to consider matters of mutual interest, exchange issues and discuss or share information relevant to the terms and conditions of this agreement. Unless otherwise agreed these meetings will occur at least three times each calendar year.
- 7.3 ACC and ASMS acknowledge the good faith provisions under the Employment Relations Act 2000 including union access rights to the workplace.
- 7.4 ACC shall deduct ASMS fees with the consent of any ASMS member from their wages or salary and shall remit the same to ASMS along with a schedule of names of contributing members on a regular basis.
- 7.5 ASMS agrees to provide ACC with the names of all delegates following each election outcome and to advise of any subsequent changes to this list.
- 7.6 ASMS members are entitled to paid attendance at two union meetings each of a maximum of two hours in each calendar year. At each meeting an attendance register will be completed and provided to ACC. These two meetings include any union members meetings that may be available under current or future legislation.

8 Variation

The parties may agree to vary this agreement during its term. Any agreement to vary must be recorded in writing and signed by both parties.

9 Term

1 July 2023 to 31 March 2024.

10 Application of Previous Agreements

This Agreement contains enforceable conditions of employment and supersedes all previous industrial agreements, collective agreements, collective contracts, administrative documents, and individual agreements dated prior to this Agreement, and understandings between ACC and the staff members covered by this agreement.

11 Application of Policy

- 11.1 References are made in this Agreement to specified policies. From time to time these policies may be amended, replaced or renamed to deal with issues that may arise. Where a policy is altered during the life of this Agreement, the substituted policy will apply. ACC will consult ASMS on any proposed policy change that may impact on ASMS members.
- 11.2 The HR policies published on the ACC intranet site detail the way in which ACC administers the leave entitlements and general terms and conditions of employment set out in this agreement. In addition it provides information on the general policies, procedures and guidelines under which ACC recruits and manages its staff.

12 ACC Obligations

ACC shall:

- (a) Act as a good employer in all dealings with its employees. For the purposes of this agreement, a good employer is one who treats employees fairly and properly in all aspects of their employment.
- (b) Provide its employees with reasonable working conditions and financial and equipment resources to enable staff to carry out their duties properly.
- (c) Endeavour to provide a safe, congenial and comfortable working environment.
- (d) Provide such training and instruction as may be reasonably necessary to enable staff to perform their duties under this agreement safely, efficiently and effectively.
- (e) Acknowledge the importance of collegiality within the workplace and will negotiate collective agreements. The employer will undertake to respond to workplace challenges and issues.
- (f) Is committed to providing a quality improvement environment which supports openness, honesty and the freedom to identify and admit mistakes or errors of judgement.

13 Employee Obligations

13.1 In discharging their duties and exercising their powers employees are required to:

- (a) Meet the obligations generally expected of employees and highlighted in The Employer's Code of Conduct ("Code").
- (b) Devote their whole time and attention during normal working hours exclusively to the duties and functions within their employed role.
- (c) Observe and comply with all reasonable and lawful directions given to them from time to time by their Manager.
- (d) Carry out their duties faithfully and with all reasonable skill and diligence, to the best of their ability at all times.
- (e) Ensure that all functions, duties and powers delegated to them or imposed or conferred by any statute, regulation or determination by ACC are properly performed or exercised.
- (f) Use their best endeavours to achieve the performance objectives set out in their performance agreement which are set and discussed with each individual, and to report as required on the performance of their duties. Where agreement to the performance objectives cannot be reached either party can seek support in further discussions around the performance objectives.
- (g) Ensure the effective, efficient and economic management of the activities of ACC in accordance with the operating principles, policies, goals and determinations of ACC.
- (h) Promote the good name of ACC in all dealings with customers, clients and other persons with whom they will come into contact with during the course of their employment.

13.2 Employees must avoid:

- (a) Any unreasonable actions whereby the goodwill and reputation of ACC may be prejudicially affected.
- (b) Engaging in attempting or encouraging or persuading any client, supplier and/or customer of ACC to terminate their relationship with the Corporation.
- (c) Entering into any commitment or incurring any obligation on behalf of ACC in excess of such authority as may from time to time be granted to an employee by their Manager.

14 Potential Conflict of Interest

- 14.1 While the employer recognises the right of employees to engage in other medical practice including separate contractual arrangements with ACC as a consultant, an individual's employment with ACC places them in a position where involvement in other activities, including other forms of employment, may present a conflict with the stated interests of the corporation.
- 14.2 Prior to employment therefore a prospective employee is required to disclose to the ACC his or her involvement with any other organisation that has health, injury or compensation interests and/or any other employment or activities undertaken on their own account that may conflict with the interests of ACC.

- 14.3 Employees exercising this right to other employment shall not knowingly allow it to affect adversely the performance of their contractual obligations with the employer. On request the employee shall advise the employer of either their intention to commence other medical practice or that they are undertaking other medical practice work.
- 14.4 Before the employee does anything that might compete against the material interests of the employer, e.g. compete against the employer in a review, the employee must consult with the employer in an effort to avoid a conflict and reach agreement on the matter. The employee is entitled to seek advice and assistance from their chosen representative in raising or discussing the issue.
- 14.5 Where following this process ACC reasonably forms the view that a conflict of interest situation does apply or may occur then the employer could, following suitable consultation and reasonable notice, require the employee to cease undertaking the activity giving rise to the identified conflict of interest. Failure to comply with a reasonable and lawful instruction from the employer may amount to misconduct or serious misconduct as identified by the ACC Code of Conduct and could lead to termination of employment.

15 Hours of Work

- 15.1 The minimum ordinary hours of work shall be as outlined in the letter of offer.
- 15.2 The hours will be such as may be reasonably required to carry out the duties and responsibilities under this agreement. The remuneration payable under this agreement shall compensate for all hours worked.
- 15.3 Employees are entitled to a minimum break of nine hours between completion of work on one day and the start of work on the next day, without loss of salary.
- 15.4 Employees working more than six hours per day are entitled to unpaid lunch breaks of between 30 minutes and one hour per day, and two paid tea breaks of 15 minutes each morning and afternoon, or night, if applicable, at times specified by their manager.
- 15.5 Part time employees working between four to six hours a day are entitled to an unpaid lunch break of 30 minutes and one paid tea break of 15 minutes, at times specified by their manager.
- 15.6 Part time employees working less than four hours a day are entitled to one paid tea break of 15 minutes at a time specified by their manager.

16 Flexible Working Arrangements

- 16.1 ACC supports flexible working where practicable. Employees can request changes to hours of work, place of work (including from home) or days of work. Requests must be made in writing and employees are encouraged to check out the Flexible Working information available on ACC's intranet which may include useful tools that will assist completing a particular request.
- 16.2 ACC will assess and respond to requests, consistent with its legislative obligations, including (but not limited to) whether it considers the request will work for its customers, the organisation and the person making the request.

17 Overtime Rates/Additional Hours

- 17.1 Overtime is defined as time ACC offers and employees agree to work that is in excess of 40 hours in any week
- 17.2 Additional hours are defined as time ACC offers and employees agree to work between those contracted and 40 hours in any week
- 17.3 Overtime and additional hours are to be authorised in advance by the relevant manager.
- 17.4 Where overtime is authorised and the employee is eligible to receive compensation for it, method of compensation shall be by prior and mutual agreement between the employee and their manager, as follows:
- (a) Payment at the rate of time and a half; or
 - (b) Time off in lieu equivalent to the overtime hours the employee actually worked, to be taken at a time that is mutually agreed.
- 17.5 Additional hours are to be paid at the employee's ordinary rate of pay.
- 17.6 Employees will be given reasonable notice where overtime or additional hours are required to be worked.

18 Termination of Employment

- 18.1 Employment under this agreement may be terminated by either party on giving not less than four weeks' notice in writing. ACC may discharge its notice obligations by paying an employee in lieu of the agreed notice period. Where an employee terminates the employment without giving the requisite notice, ACC is entitled to deduct the remuneration payable in lieu of the notice period from any money owing to the employee.
- 18.2 In the event of serious misconduct, however, employment may be terminated without notice.
- 18.3 In the event that an employee gives notice of resignation, ACC may, at its absolute discretion, elect to pay the remuneration payable in lieu of requiring the employee to work out all or part of the period of notice.
- 18.4 On the termination of employment for whatever reason, ACC shall be entitled to deduct from an employee's final pay any monies owing to ACC, which may include but is not limited to salary advances provided, overpayments, or any personal expenses incurred.

19 Absence Due To Illness or Accident

- 19.1 In all instances of unplanned leave or absence advice of absence must be given to the employee's manager as soon as practicable.
- 19.2 Where the absence on account of illness or accident exceeds three working days ACC may require the employee to produce a medical certificate for verification.

- 19.3 If there is a concern at the frequency or incidence of absence due to sick or injury leave ACC may, at its discretion, require the employee to supply a medical certificate to support any future sick leave absence for up to twelve months. The employee will be informed of the requirement prior to any future absence and the reason for the requirement.
- 19.4 ACC shall have the right to require the employee to undergo an independent medical assessment paid for by the employer.
- 19.5 An employee is required to provide, within five days of being requested, the appropriate consent for ACC to consult and obtain from their registered health practitioner information that will assist in planning for their return to normal duties and hours of work and/or the development of a return to work plan.
- 19.6 ACC has the right to require an employee to visit a registered health practitioner nominated by ACC for the purposes of obtaining a second opinion, at the expense of ACC, providing due process is followed.
- 19.7 If an employee refuses to provide the appropriate consent or to attend the appointment as referred to above ACC reserves the right to make a decision regarding their ability to return to normal duties and hours of work, based on the information available to it.
- 19.8 For the avoidance of doubt ACC may exercise this right for the purposes of:
- (a) addressing concerns in respect to patterns of sick leave usage
 - (b) determining whether granting an employee ongoing sick leave is appropriate
 - (c) determining whether their employment should be terminated for incapacity
 - (d) assessing their fitness for work and/or return to work after a period of sick leave; or
 - (e) obtaining a second opinion where she/he has provided a medical certificate/report.
- 19.9 A copy of any medical report furnished by such medical practitioner will be provided to ACC.

20 Long Term Absence

- 20.1 When a period of leave on account of accident or illness exceeds three months or where medical advice indicates that a return to work attending to normal duties is unlikely in the near future the employer is entitled to seek a review of the employee's condition and likely fitness to return to work. As part of the review process the employee will be required to undergo a medical assessment with an agreed medical practitioner paid for by ACC. The employee consents to the release of the report and any other relevant health related information to ACC.
- 20.2 The employee (and their representative) and their manager will consider the options available. 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 due to incapacity in these circumstances shall be on notice.

21 Medical Retirement

Where a permanent employee's employment is terminated due to medical incapacity then subject to the employee having had at least two years service they will receive three months ordinary pay.

22 Abandonment

Where an employee is absent from work for a continuous period in excess of five working days without notification and without good cause, she/he will be deemed to have terminated their employment.

23 Suspension

Where ACC considers it necessary for the protection of its operational and business interests, it may require an employee to undertake reduced or alternative duties consistent with their abilities or remain away from work, on pay, while it conducts an investigation into their conduct as an employee, or their performance. Where any suspension extends beyond two months due to matters beyond ACC's control (such as a police or medical council investigation into conduct) the suspension may continue without pay following consultation with the employee.

24 Change Consultation

- 24.1 ACC operates in a dynamic environment and needs to be responsive to government direction, client needs and other environmental factors. Most change which occurs at ACC does not involve job losses or relocation outside a local area. ACC undertakes to consult with its employees about changes that may affect them.
- 24.2 The parties to this Agreement acknowledge that change may be a natural consequence of ACC's commitment to continuous improvement. Furthermore the parties recognise that they have a mutual interest in ensuring that ACC services are provided efficiently and effectively.
- 24.3 Management of change processes can result in changes to structures, staffing levels or locations, or work practices. In developing and implementing change management proposals, ACC will use the current published change management policy guidelines as a base. ACC will consult with the ASMS and all affected employees as soon as is reasonably practicable and will invite them to provide feedback on the proposal for consideration.

25 Redundancy

- 25.1 ACC may, at its discretion, reorganise or change its organisation structure.
- 25.2 A redundancy will only occur when a permanent staff member's employment is terminated because the position occupied and the services provided by that staff member is, or will become, superfluous to the needs of ACC.

25.3 Definition:

- (a) A redundancy will occur in ACC when a permanent staff member's employment is terminated because the position occupied and the services provided by that staff member is, or will become, superfluous to the needs of ACC.
- (b) No redundancy will occur by reason of the sale or transfer, including outsourcing, of the whole or any part of ACC's operations, where the purchaser or transferee of the operations has offered employment to the staff member from the time the sale or transfer takes effect in the same or a substantially similar capacity under no-less-favourable employment conditions, including service recognition.
- (c) A redundancy payment will be made only to permanent full-time and permanent part-time staff, and also to permanent staff who are on parental leave where their position has been kept open.

25.4 Other options

- (a) In the first instance every reasonable effort will be made to retain the staff member's services. Options available to ACC include redeployment, retraining, relocation and reduced hours.
- (b) Where an employee's position disappears as a consequence of reorganisation, and ACC wishes to retain their skills, ACC may transfer the employee to a suitable alternative position that is in the same location or one that is within reasonable commuting distance from their residence, and is:
 - (i) in keeping with their skills and experience; or
 - (ii) within the employee's capability with such retraining as may be provided by ACC.
- (c) Except as provided below, where redeployment to a suitable alternative position is not accepted by the employee, no redundancy compensation will be payable.
- (d) If the employee is transferred to a position in which a lower rate of pay is payable, they shall retain the former rate of pay for a period of twelve months following the date of transfer, after which the rate of pay appropriate to the new job shall apply. Non-acceptance of any offer of transfer to a position with a lower rate of pay will not disqualify the employee to any redundancy compensation they would otherwise be entitled.

25.5 Employee Protection Provision

- (a) This clause applies to any sale, transfer or contracting out of all or part of the activities or operations of the Corporation.
- (b) Where the Corporation is contemplating such sale, transfer or contracting out (together a "transaction") and the Transaction may affect positions of the employees covered by this agreement, the following process will apply:
- (c) As soon as is reasonably practicable (taking into account the commercial and confidentiality requirements of any such Transaction) the Corporation will consult with the Union and the employees potentially affected.

- (d) Where, following such consultation it has been determined to proceed with the Transaction, the Corporation will endeavour in its negotiations with the potential new employer to protect employee interests by:
- (i) exploring with the potential new employer whether it is in a position to offer employment to the potentially affected employees covered by this agreement on terms and conditions of employment (excluding superannuation) that avoid the need to pay redundancy compensation if the Transaction proceeds; and
 - (ii) where the proposed Transaction is not able to be concluded on the basis in paragraph 24.5(d)(i) above, or on a basis whereby an employee is prepared to accept a role with the new employer, the Corporation will endeavour to find a suitable alternative position for its staff prior to resorting to redundancy.
- (e) The matters relating to the terms of employment that the Corporation will negotiate with the new employer will be those set out in this written Collective Agreement and for the avoidance of doubt, will not include any matters contained in Corporation policies or any other discretionary benefits of employment.
- (f) Where, following the negotiations with the new employer, the Transaction is to take place, and an individual employee covered by this agreement is either not offered employment with the new employer or has declined an offer of employment, the following process will apply:
- (i) Where no offer of employment is made by the new employer, the Corporation will explore redeployment and other options to avoid redundancy for the employee and will endeavour to identify a similar role for the employee with the Corporation on no generally less favourable terms of employment (excluding superannuation) than those contained in this agreement. If such a role is identified for an employee and they are offered such a role, where the employee declines it, they will be made redundant without compensation.
 - (ii) Where an offer of employment is made by the new employer on terms that avoid the need to pay redundancy compensation under clause 24 of this agreement but the employee declines such an offer, they will be made redundant and will not be entitled to any redundancy compensation.
 - (iii) Where the employee is made an offer of employment by the new employer on terms and conditions that do not satisfy clause 24 the employee will be entitled to decline the offer and receive redundancy and any other entitlements in accordance with the terms of this agreement. However, if the employee accepts such an offer, they will not be entitled to redundancy compensation.

25.6 Notification

- (a) Where an employee is to be declared redundant they will be given at least one months notice of redundancy in writing.

- (b) In the event that employment is terminated by reason of redundancy, an employee will be entitled to a severance payment.

Severance payments will be the greater of:

Three months compensation at the rate of the base salary, pro-rated for the hours worked

OR

10% of the total current base salary at the time of redundancy for the first year of service and 5% of the total base salary at the time of redundancy for the second and subsequent years of continuous service (pro rata on a monthly basis) to a maximum of \$43,430

- (c) The redundancy payment will be made in a lump sum and taxed at the appropriate rate as stipulated under the Income Tax Act 1976 and amendments. The payment to be made will be contingent on the employee remaining at work and performing normal duties until the expiry of the period of notice, unless the Manager approves otherwise. The date of termination is the employee's last day of work.

25.7 In addition to the above redundancy payment, staff will be paid on termination:

- (a) Any unused annual leave entitlement.
- (b) Any long service leave entitlement accrued at the date of termination which has not previously been taken or forfeited.
- (c) Any superannuation payments that are due.
- (d) The remuneration payable up to the date of termination.

26 Work to be Property of the Employer

All documents, reports, plans, data and investigation information drawn or obtained or prepared by any employee while carrying out the services pursuant to this agreement shall be and will remain the property of ACC and shall be available to ACC at any time upon request. ACC shall hold the copyright for any work produced. The obligations set out in this clause shall continue to be enforceable by ACC after the expiry of this agreement.

27 Indemnity By ACC

ACC agrees to indemnify employees against any claim or legal proceeding brought by a third party against an employee personally in connection with the performance of their duties provided that they have not acted with wilful or gross negligence (if so established), and provided further that nothing shall prevent ACC taking appropriate disciplinary action against the employee, if the situation warrants this. ACC also agrees that the employee will have the right to seek independent support, including within their own indemnity insurance. ACC will discuss with the employee any proposed response by ACC with regards to any such claim or legal proceeding.

28 Safety and Wellbeing

- 28.1 The parties agree that employee health and well-being is important and that, pursuant to the Health and Safety at Work Act 2015, ACC will take reasonably practicable steps to protect employees against harm to their health, safety, and well-being while they are at work, including by eliminating or minimising risks, so far as is reasonably practicable, arising from work and by promoting employees' well-being.
- 28.2 ACC is committed to, and requires employee commitment to a high standard of health, safety and security in the workplace for all employees and visitors to the ACC offices. It is the responsibility of both ACC and employees to ensure that there is a mutual commitment to the obligations for health and safety in the workplace under the Health and Safety in Employment Act 1992, regulations, and codes of practice.
- 28.3 All employees are required to comply with ACC's health and safety rules and procedures, and in particular to take all practicable steps to ensure their own fitness for work and safety and the safety of others in the place of work. All employees are expected to comply with ACC policies with respect to Health and Safety.
- 28.4 An employee is required to ensure that they maintain their ability to perform their duties safely and effectively. An employee must advise ACC when they become aware of any medical condition (including stress-related symptoms) which may impact on their ability to perform their duties safely and effectively.
- 28.5 The promotion of good health and the use of appropriate safety measures are a major objective for ACC managers and staff at all levels. As part of its Safety and Wellbeing policy, ACC is committed to the principles of Case Management which aim to ensure any injured or ill employee is actively engaged in a rehabilitation process that results in an early, safe and lasting return to work or capacity to work.
- 28.6 Staff ACC claims shall be managed in a manner that protects privacy as far as possible.

29 Confidentiality

- 29.1 Employees have access to information or material, which is confidential to ACC, its associates, agents, customers and clients. Such confidential information is not to be disclosed to or discussed with other people, either inside or outside ACC without the appropriate level of delegation, approval or consent.
- 29.2 Such is the importance of confidentiality of information, that any breach of confidentiality may provide grounds for summary dismissal and legal action. In recognition of this, the Declaration of Confidentiality will be included as part of any offer of employment.
- 29.3 Approval and consent will not be withheld for information required for an employee's medico legal advice or in answer to disciplinary charges.

30 Professional Development

- 30.1 ACC recognises the importance of actively encouraging their employees to undertake professional development and education.

- 30.2 At the start of each performance year employees are expected to participate in self assessment and discussion with their manager to identify agreed learning needs and development opportunities which are to be documented in a Learning Development Plan (LDP). LDPs must identify learning needs including needs to meet Annual Practising Certificates. All LDPs will be reviewed and approved by the Chief Clinical Advisor or Medical Delegate.
- 30.3 ACC will support the ongoing professional development and continuing medical education of the employee by providing funding of up to \$ 12,000 (GST exclusive) per financial year, pro rata to a minimum of \$6,000 for part time employees based upon hours of work, towards education and development (including, but not limited to, the purchasing of subscriptions and books) which is related to the ACC Medical Advisor role held by an employee. Where employment commences part way through the financial year, the amount payable will be pro rata for that part year.

Reimbursement of Professional Fees

- Where, due to pro-rated reimbursement, full reimbursement of professional fees is not possible through clause 39.3 part time employees may use a portion of their professional development funding at clause 30.3.
- 30.4 The opportunities identified to meet LDP needs must be appropriate and relevant with regard to the work undertaken for ACC and likely to be effective in producing the desired result. A range of avenues to meet learning needs effectively should be considered. Prior approval for the specific activities is to be obtained from the Chief Clinical Advisor or Medical Delegate. Such approval will not be unreasonably withheld. Any application for funding should be made with supporting LDP. Travel to a discrete forum outside of New Zealand or Australia will be considered on merits to meet the identified learning need and the role the Medical Advisor has in ACC. For the avoidance of doubt, the final sign off of agreement for travel to Australia will be by the Chief Operating Officer (or delegate) and for international travel beyond Australia by the Chief Executive (or delegate). Such agreement will not be unreasonably denied.
- 30.5 The Chief Clinical Advisor may at his or her discretion provide funding for amounts of more than \$12,000 per financial year.
- 30.6 Full time employees may apply for up to five days leave per annum, plus reasonable travel time, in relationship to funding provided under these provisions, part time employees will be pro rata. This provision may be accumulated for up to two years entitlement. Authorisation is to be obtained from the Reporting Manager in consultation with the Chief Clinical Advisor or Medical Delegate; such approval will not be unreasonably withheld. Additional leave may be approved by the reporting manager in consultation with the Chief Clinical Advisor or Medical Delegate where this is supported by the LDP and leave can be reasonably accommodated.
- 30.7 This amount is in addition to any training that may be paid for by the Reporting Manager and ACC specific training activities. ACC's Educational Support policy for employees provides the principles and support detail that applies to requests to the Reporting Manager.
- 30.8 Employees shall receive time-in-lieu for each day on which they undertake approved professional development activities on a weekend, a public holiday, or a day that they do not work for the employer or elsewhere. The granting of a day in lieu will result in the deduction of an equivalent time from the employee's leave entitlement as per 30.6 above.

CPD activities might include, but are not limited to,

- Conferences, workshops, seminars
- University course / paper
- Education modules
- Clinical journal subscription (limit of 2)
- Textbooks (limit of 4)
- Travel, accommodation, and meals (in accordance with ACC Sensitive Expenditure policy)
- Taxi and/or rental car charges (in accordance with the Staff Travel Guide)
- Clinical and cultural supervision

31 Annual Leave

- 31.1 The purpose of annual leave is to allow employees to have a break from work and enjoy an extended period of rest and relaxation. Employees are encouraged to take at least one period of two weeks annual leave per annum (including public holidays which fall within the period of absence) to have an effective break.
- 31.2 All permanent employees will have an annual entitlement of four weeks annual leave per annum for the first five years of service, increasing to five weeks in the sixth and subsequent years.
- 31.3 The facility to agree salary trade for additional annual leave (i.e. annual leave that is additional to the statutory minimum entitlement to leave of four weeks per annum) will be provided for and applied by agreement between the employee and ACC. Where a salary sacrifice for additional annual leave is agreed the value of that additional leave will reduce the employee's base remuneration.
- 31.4 Annual holidays will be allowed in accordance with the Holidays Act 2003 and any subsequent amendments. This leave entitlement is inclusive of, and not in addition to, the annual leave entitlement specified in the Holidays Act 2003.
- 31.5 Employees may anticipate annual leave by mutual agreement with their manager, taking into account work requirements and personal preferences. In determining the amount of leave that may be anticipated, consideration should be given to the needs of both the employee and ACC.
- 31.6 Should a resigning employee have a negative annual leave balance as a result of anticipated annual leave, ACC may deduct the overtaken leave from any final pay owing. Where recovery from the final pay is not possible, the employee will be required to pay the balance owing directly to ACC.
- 31.7 Employees are expected to agree on an annual leave plan with their manager so as to ensure that leave is managed appropriately. This will include ensuring the employee's accumulated leave does not exceed more than five days over their annual leave entitlement, (i.e. if their annual leave entitlement is four weeks, they should not accumulate more than five weeks of annual leave), except where employee and manager have agreed this within the leave plan.

- 31.8 The timing of taking annual leave should be by mutual agreement between employer and employee, taking into account work requirements and personal preferences.
- 31.9 Applications for annual leave should be submitted at least four weeks prior to the period requested. Leave of 'short duration' (e.g. one or two days) may be considered with a lesser notice period.
- 31.10 Payment for annual leave will be made in the pay that relates to the period, during which the leave is taken or, where employment has ended, in the pay period that relates to the employee's final period of employment, unless specifically otherwise agreed.
- 31.11 Annual leave will be paid at the greater of ordinary weekly pay at the time the leave is taken or the average weekly earnings over the twelve months prior to the leave.
- 31.12 Payment for annual leave accrued while on parental leave is based on the average earnings for the twelve months preceding when the annual leave is taken (rather than the greater of average or ordinary pay).
- 31.13 Periods of illness or injury during annual leave can be re-credited to annual leave entitlement by agreement between an employee and ACC on production of a medical certificate provided at the time of returning to work.

32 Long Service Leave

- 32.1 If you are a permanent staff member you are entitled to Long Service Leave on the following basis
- 32.2 Long service leave is to be taken in one continuous period except the entitlement at twenty years continuous service which may be taken in two continuous periods of two weeks.
- (a) On completion of ten years continuous service with ACC employees are entitled to two weeks leave. This leave must be used within two years or it may be forfeited.
 - (b) On completion of fifteen years continuous service with ACC employees are entitled to two weeks leave. This leave must be used within two years or it may be forfeited.
 - (c) On completion of twenty years continuous service with ACC employees are entitled to four weeks leave. This leave must be used within five years or it may be forfeited.
 - (d) On completion of twenty-five years continuous service with ACC employees are entitled to two weeks leave. This leave must be used within two years of entitlement or it may be forfeited.

45

33 Bereavement Leave

33.1 You are entitled to:

- (a) Up to five working days paid bereavement leave (including the need to undertake reasonable travel) on the death of a person with whom you have a close association:
- (b) Up to three working days paid bereavement leave per bereavement (including the need to undertake reasonable travel) on the death of more than one person at the same time with whom you have a close association (for example, where multiple deaths occur in a single accident and where you have a close association with more than one of the deceased persons).

This association need not be a blood relationship.

33.2 ACC may at its discretion grant additional paid or unpaid leave depending on individual circumstances and upon application

33.3 ACC is appreciative of cultural requirements that may necessitate your attendance at a bereavement ceremony such as a Tangihanga or equivalent. Special bereavement leave may also be granted in such circumstances.

34 Leave

All other leave entitlements including long service leave are set out in ACC policies which are published on the intranet. The Corporation will comply with the obligations under the Holidays Act 2003. Many of ACC policies on leave are in excess of the Act.

35 Leave Without Pay

Leave without pay may be available within the conditions of the relevant ACC policy.

36 Parental Leave

36.1 Employees are entitled to parental leave and employment protection in accordance with the Parental Leave and Employment Protection Act 1987 (the Act) provided that Act's eligibility criteria are met. Key entitlements are outlined in this clause but in all cases entitlements are confined to, and are not in addition to, those provided for in the Act. Employees should refer to the Act, or seek advice from ASMS, for full information regarding entitlements and obligations, as these are complex and will differ for each employee.

36.2 The Act's entitlements centre around those who qualify as primary carers of any child to be born or adopted. There are also separate or additional entitlements for partners, for those who the criteria for requesting negotiated carer leave, and for pregnant employees.

36.3 Employees who are primary carers as defined in the Act may be entitled to the following:

- (a) Parental leave (i.e. primary carer and extended leave) of up to 52 weeks without pay for employees who meet the Act's 12-month employment test.
- (b) Parental leave (i.e. primary carer and extended leave) of up to 26 weeks without pay for employees who meet the Act's six-month employment test.

- 36.4 Employees wishing to take parental leave are required to give not less than three months' written notice to ACC and specifying proposed start and end dates. The application is to be accompanied by a certificate signed by a registered medical practitioner or midwife certifying the expected date of delivery and, if necessary to the particular situation, any other information required under the Act. In cases of adoption, the Act's alternative notice and information requirements in that regard must be met.
- 36.5 Employees are required to give at least 21 days' notice to confirm their intention to return to work at the conclusion of their approved period of parental leave. In all other cases, any intention or request by an employee to return to work early will be dealt with by ACC in accordance with the Act.
- 36.6 Extended leave entitlements (if applicable) may be taken by either the employee exclusively or may be shared by the employee and their partner (if the partner separately qualifies for extended leave within their own employment) either concurrently or consecutively. In all cases, the total amount of leave taken by both must not exceed 52 weeks and if extended leave is to be shared, additional information obligations will apply when leave is requested.

37 Family Violence Leave

- 37.1 ACC encourages you to take appropriate action, while ensuring your safety where you become aware of family violence in the workplace or community. ACC is committed to providing you with a supportive and safe environment. Your confidentiality and privacy will be respected in the event you are experiencing family violence, unless there is an imminent threat to the safety of you, your family, clients or employees that requires ACC to take immediate action.
- 37.2 If you are a person affected by family violence you are entitled to 10 days family violence leave from the start of employment for the purpose of assisting you with the effects of being a person affected by family violence in accordance with the provisions of the Holidays Act.

38 Breast Feeding Facilities

The employer must ensure that:

- (a) Reasonable facilities are provided in the workplace for an employee who is breastfeeding and who wishes to breastfeed in the workplace, and
- (b) Appropriate breaks are provided to an employee who is breastfeeding and wishes to breastfeed during a work period without loss of pay, in addition to any normal rest break, and
- (c) Breastfeeding facilities are reasonably accessible from employees' usual work locations

39 Reimbursement of Business Expenses and Professional Fees

- 39.1 Employees who may incur continuing work-related expenses as a result of business activities for ACC may apply for an ACC purchasing card.
- 39.2 Employees who incur any work-related expenses will have all such reasonable expenses reimbursed. Employees must have their manager’s approval prior to incurring work-related expenses. Any claim for expenses needs to be supported by appropriate receipts or other documentation.
- 39.3 Employees employed for 0.8 FTE or above (i.e., 64 hours per fortnight or above) will be fully reimbursed annually on the presentation of receipts for the Professional Fees listed below. Employees employed for less than 0.8 FTE (i.e., less than 64 hours per fortnight) and who receive income from other medical practice that is less than \$20,000 per annum will be reimbursed fully. Other employees under 0.8 FTE will be reimbursed pro-rata to their FTE.
 - (a) annual Practising Certificate (including disciplinary levy)
 - (b) professional indemnity society fees
 - (c) college membership fee for one or more specialist college per year (including College of General Practitioners) provided the membership of the college is necessary for the proper performance of the employee’s duties and responsibilities
 - (d) vocational registration fees relevant to duties and responsibilities for ACC
 - (e) membership of other professional associations as approved by the Chief Clinical Advisor, relevant to duties for ACC
 - (f) in practice recertification programme fee, for those required by the Medical Council to participate to attain their Annual Practising Certificate
 - (g) membership of the NZ Orthopaedics Association.

40 Remuneration

40.1 Medical Advisors are remunerated based upon salary band 21, inclusive of a 10% loading. The table below shows details of the band for 2023/2024 effective 1 July, as a base rate and also inclusive of SSA.

LEVEL	MINIMUM APPOINTMENT LEVEL	BASE SALARY	TOTAL REMUNERATION (INCLUDING SSA)
One	85%	\$207,941	\$226,655
Two	90%	\$220,172	\$239,988
Three	100%	\$244,636	\$266,653



- 40.2 Remuneration for Medical Advisors is based upon a 3-level framework, linked to qualifications, branch of medicine and vocational registration. Details of each level, including the minimum levels, are as shown below:
- (a) One - Vocationally registered or enrolled and actively engaged in a vocational registration training programme with no qualifying diploma or not vocationally registered or enrolled and actively engaged in a vocational registration training programme but have qualifying diploma – 85% of the band or above
 - (b) Two - Vocational registration and qualifying diploma – 90% of the band or above
 - (c) Three - Vocationally registered in Occupational Medicine, Neurology, Ophthalmology, Rehabilitation Medicine, Sports Medicine, Musculoskeletal Medicine, Orthopaedics, Urgent Care, Emergency Medicine, General Practice, Obstetrics & Gynaecology or Medical Administration – 100% of the band or above.
- 40.3 The relevant qualifying diplomas are in Occupational Medicine or Industrial Health, Musculoskeletal Medicine, Rehabilitation Medicine, Obstetrics & Gynaecology and Sports Medicine.
- 40.4 The rate of remuneration payable will be reviewed on or about 1 July annually, on the basis of market rates, skills development, ability and performance, as determined by the outcome of the performance development cycle.
- 40.5 The level of performance increase in remuneration for each performance year 1 July – 30 June will be determined by the assessment of each employee's performance against agreed objectives as part of the performance Development Cycle. The increases will be dependent upon each employee's position in the band and will be based upon the matrix which applies to employees who are on R3 as published in the ACC remuneration policy.
- 40.6 Any change to the rate of remuneration payable to each employee, pursuant to the performance development cycle, is to take effect from 1 July. In no event will ACC be obliged to increase the remuneration payable or other benefits following any such review.
- 40.7 ACC will pay remuneration as set out in the employee's individual Employer Investment Package Statement included with the employee's letter of offer pro-rated for the hours worked, in full compensation for performing the employee's duties under this agreement. Should the employee elect to vary the composition of the remuneration payable the employee's total employer investment package will remain unchanged.
- 40.8 The base salary component of the remuneration payable will be paid fortnightly in arrears by direct credit to the employee's nominated bank account. ACC may make deductions from their remuneration:
- (a) for the purposes of PAYE
 - (b) in accordance with the Wages Protection Act 1983; and/or
 - (c) at the employee's written request.

40.9 It is agreed that ACC may make deductions from the employee's remuneration to recover any overpayments, or any money that they owe to ACC for any reason. In the event of an overpayment of the remuneration payable ACC may recover the amount of overpayment provided that the employee is given written notification of:

- (a) the intention to recover an overpayment
- (b) the amount to be recovered and timeframe for recovery
- (c) an explanation of the reasons for the overpayment.

41 Equal Pay

41.1 Notwithstanding clause 43 above, no female employee shall in any case be paid less than the rate that would be paid to a male employee with the same, or substantially similar, skills, responsibility, and service performing the work under the same, or substantially similar, conditions and with the same, or substantially similar, degrees of effort.

41.2 ACC will audit salaries annually to ensure the principle in (a) above is being complied with. The first audit and remediation will be completed before 30 September 2022.

42 Superannuation Savings Allowance

42.1 ACC will provide a Superannuation Savings Allowance of 9% (gross) of Fixed Remuneration to all eligible employees to support them with their retirement savings, subject to the terms of ACC's Superannuation Savings Allowance policy.

42.2 This allowance will be paid in addition to Fixed Remuneration, and will be applied by ACC to a superannuation or Kiwisaver scheme, on behalf of the employee, in accordance with ACC's Superannuation Savings Allowance policy.

42.3 The Superannuation Savings Allowance will be used in the first instance to fund any existing or required employer contributions to a superannuation or Kiwisaver scheme, provided that where the existing or required contribution rate is less than 9%, the balance will be paid as an additional employer contribution.

42.4 The Superannuation Savings Allowance will include all associated costs relating to the provision of that benefit including Employer Superannuation Contribution Tax (ESCT).

42.5 In the case of Kiwisaver, the employer contribution will be made up of the prevailing compulsory statutory contribution rate, including ESCT (employer superannuation contribution tax), plus an additional employer contribution to a total maximum employer contribution of 9%.

42.6 This provision is instead of, and not in addition to any obligations ACC may have to contribute to a superannuation or Kiwisaver scheme, pursuant to the Kiwisaver Act or any other contract, deed, enactment or arrangement.

42.7 The eligibility rules for the Superannuation Savings Allowance are as set out in the ACC Superannuation Savings Allowance policy. Without limiting the terms of that policy, employees will not be eligible for this allowance if they are making employee contributions and/or receiving employer superannuation contributions to a National Provident Fund.

43 Use of Private Motor Vehicle

Employees may use their private motor vehicle within the conditions of the relevant ACC financial policy.

44 Attendance at Professional Meetings

44.1 Employees, including those who have been elected or seconded to positions with the organisations listed below, will be entitled to leave on full pay to attend meetings of those bodies:

- The Ministry of Health;
- The Medical Council of New Zealand;
- Disciplinary bodies established under statute;
- Medical colleges and other relevant professional associations;
- The New Zealand Medical Association.

44.2 Employees who have been elected or seconded to positions with the Association of Salaried Medical Specialists may be entitled to leave on full pay to attend meetings of this body but will be entitled for the purposes of renegotiation of this collective agreement.

44.3 Up to three employees who are members of the ASMS bargaining team for any renegotiation of this Agreement, will receive paid leave for any days on which they attend negotiation meetings with the employer, and which are days on which they would otherwise have worked. Where the day is not a normal day of work then the employee will either receive full pay for that day or receive a day in lieu. ASMS will advise the employer of the identities of the three (or fewer) team members who are to receive paid leave under this clause ahead of the parties' first negotiation meeting.

44.4 The employer may also approve paid leave for employees to attend meetings convened by other government department and statutory bodies where the employee has been invited to attend or is doing so in their professional capacity.

45 Disputes and Grievance Procedure

45.1 ACC is mindful that work-related problems can result in dissatisfaction in an employee's relationship with ACC. An employment relationship problem includes a personal grievance, dispute or other problem arising to, or arising out of, an employment relationship.

45.2 Good communication between an employee and their manager will, in the majority of cases, quickly resolve any problems, grievances or misunderstandings. However, if no solution is identified, then both the employee and ACC must follow the problem resolution process set out in this clause .

45.3 An employee has the right to be represented by ASMS or any other person of their choosing at any time during the problem resolution process.

- 45.4 If the situation is not resolved through discussion between an employee and their manager, the employee can escalate the problem to their managers' manager. If the situation remains unresolved then, either party can contact the Ministry of Business, Innovation and Employment (MBIE). MBIE can provide helpful information and/or offer the parties to mediation assistance in solving their problem if both agreed to attend.
- 45.5 If mediation does not resolve the problem, either party can refer the problem to the Employment Relations Authority for investigation. If either party is not happy with the Employment Relations Authority's determination, they can refer the problem to the Employment Court. In limited cases, there is a right to appeal a decision to the Court of Appeal and to the Supreme Court.

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

Dated this 13th day of July 2023

AUTHORISED representative
of the UNION PARTY

AUTHORISED representative
of the EMPLOYER PARTY

[Out of Scope]

Senior Industrial Officer

For the
**ASSOCIATION OF SALARIED MEDICAL
SPECIALISTS**

[Out of Scope]

Deputy Chief Executive-People and Culture

For
ACC

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Medical Advisor



Our vision is to create a unique partnership with every New Zealander, improving their quality of life by minimising the incidence and impact of injury.

We know that a diverse and inclusive team helps us meet the needs of our customer, and we welcome candidates from every ethnicity, national origin, gender identity, age, and those with a disability or who have additional mental health needs. It is important to us that people are free to be themselves at work. Here are some ways we encourage that:

- Employee networks to support our colleagues from diverse backgrounds.
- The option to explore flexible working that suits your needs and ours.
- Development opportunities in te reo Māori me ngā tikanga.

Position purpose

The Medical Advisor works as a collaborative team member to provide clinical advice on ACC claims to inform accurate, evidence based decision making across ACC. The role is an internal role providing advice and support to other ACC staff.

The Medical Advisor

- Is a key part of a larger team of clinical advisors including psychology and allied health.
- Supports other parts of the organisation including non-clinical and technical staff.
- Ensures a relevant response is provided quickly or transferred as appropriate.
- May support service improvement through internal ACC relationships, conversations, audit and feedback.

Key Accountabilities and Outcomes

- Works collaboratively as a key part of a multidisciplinary virtual team.
- Provides clear, culturally safe clinical advice.
- Effectively manages workflow to maintain throughput of tasks.
- Completes appropriate and high-quality documentation in all advice settings.
- Works within ACC's clinical quality framework, standards and guidelines to ensure advice is fit for purpose.
- Proactively engages with other ACC staff to provide timely and helpful advice on claims.
- Clarifies or seeks further information as required to support positive client outcomes.
- Participates in peer group sessions to continuously improve clinical skills and ACC knowledge.
- Maintains up to date clinical knowledge with regular professional development activities.
- Maintains current MCNZ annual practicing certificate.

Experience and Qualifications

- Extensive senior medical experience across a variety of clinical settings.
- Comprehensive and up-to-date medical knowledge and skills.
- Proven ability to manage workload in a high performing environment to achieve results.
- Demonstrates logical and critical thinking abilities to evaluate high volumes of written clinical information.
- Demonstrates excellent written and verbal communication skills.
- Ability to succinctly summarise and explain medical knowledge in plain language.
- Strong teamwork skills in a virtual and hybrid work setting.
- Vocational registration with NZMC.
- Current NZMC annual practicing certificate and evidence of indemnity insurance.

ACC Behaviours

Accountable: He tangata pono

I make considered decisions, I'm responsible for my actions, I take practical steps to overcome challenges.

Inclusive: He tangata kotahitanga

I encourage others, I respect different perspectives, I collaborate and make it easy for ideas to be shared.

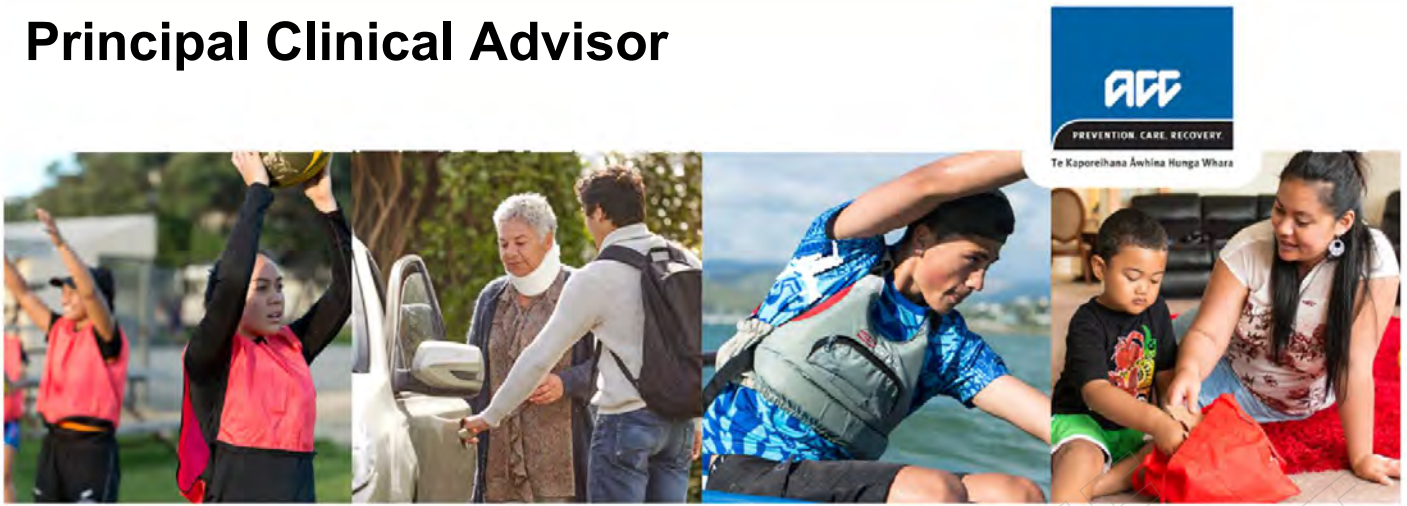
Curious: He tangata mahira

I am open to new ideas, I welcome feedback and seek opportunities to improve.

Customer focused: He tangata aro kiritaki

I enable my customers to achieve the right outcomes by being responsive, clear and transparent.

Principal Clinical Advisor



Our vision is to create a unique partnership with every New Zealander, improving their quality of life by minimising the incidence and impact of injury.

We know that a diverse and inclusive team helps us meet the needs of our customer, and we welcome candidates from every ethnicity, national origin, gender identity, age, and those with a disability or who have additional mental health needs. It is important to us that people are free to be themselves at work. Here are some ways we encourage that:

- Employee networks to support our colleagues from diverse backgrounds.
- The option to explore flexible working that suits your needs and ours.
- Development opportunities in te reo Māori me ngā tikanga.

Position purpose

The Principal Clinical Advisor works collaboratively across teams to provide expert consistent, robust and up to date specialist clinical advice to ensure sound, consistent, evidence-based decision making.

The Principal Clinical Advisor:

- Provides expert advice on complex clinical cases that are referred or escalated
- Leverages their external networks and credibility to lead engagement with allocated health professional groups and organisations as required
- Provides input into provider or injury prevention design initiatives as required
- Supports provider improvement through relationships, conversations, audit and feedback

Key Accountabilities and Outcomes

- Provide expert, culturally safe, clearly conveyed advice as part of a multidisciplinary team via phone/face to face, email and EoS referrals, ensuring first point resolution where possible or a researched, coordinated response within agreed service levels where more investigation is required.
- Work collaboratively as a team player, openly engaging with other advisors and sharing knowledge as part of a diverse multidisciplinary team.
- Engage with allocated health professional groups and organisations (as guided by ACC's stakeholder engagement plan and clinical business plan) to work together to provide customers with access to assessment, treatment and rehabilitation that is leading edge and evidence based.
- Provide subject matter expertise and clinical thought leadership to Provider and Injury Prevention design work where required.
- Work within ACCs clinical quality framework, clinical standards and guidelines to ensure advice is fit for ACCs purpose.
- Provide feedback, coaching and participate in education sessions for advisor colleagues and decision makers to continuously improve referral quality.
- Proactively engage with treatment providers to clarify or seek information to support expert decision making for client outcomes.

- Build and maintain relevant clinical knowledge by building effective internal and external networks, reviewing relevant information available within ACC and undertaking desktop research if required.
- Report clinical business issues identified and participate in continuous improvement initiatives to address these to minimise future risk.
- Support the Clinical Quality and Governance function to identify new publications and education initiatives and up-skilling opportunities to enhance ACC's evidence-based decision making.
- Adhere to agreed service levels proactively and effectively manage all workflow to ensure optimal outcomes for customers.
- Ensure appropriate documentation of all queries is completed to ensure accurate reporting and analytics on workflow and emerging trends and/or needs.
- Provide expert representation on panels or for reviews as required.
- Participate in clinical audit activity as part of the continuous quality improvement programme, and to support the performance management of external providers as required.

Experience and Qualifications

- Experience dealing with patients/clients in a service-based environment.
- Proven ability to effectively manage varied workloads to meet service levels.
- Ability to work in a dynamic, collaborative, responsive and continuous improvement environment
- Clinical qualification, vocational registration (where a medical professional), experience and a current practice in one or more of (not exhaustive): Dental, Oncology, Audiology, Surgery, Occupational Medicine, Geriatrics, Sports Medicine, Paediatrics, Obstetrics/Gynaecology, Anaesthesiology, Pain Management, Radiology, Pharmacy.
- Annual practicing certificate, evidence of indemnity insurance and a comprehensive and up to date understanding of relevant clinical knowledge and conditions.
- Ability to think logically and have a key eye for detail.
- Strong communication, collaboration, relationship management and coaching skills including the ability to explain conditions, treatment options and ACC decision rationale to others in an easy to understand manner. This would include in writing and verbal, including telephone-based communication
- Proven ability to interpret and critically evaluate appropriate information to determine relevant advice.
- Proven ability to influence and engage with external senior stakeholders
- Demonstrates external clinical currency through active clinical practice outside of ACC; and/or Academia (research/teaching), health consultancy, medical leadership/management, health policy or other professional work as relevant to ACC.

ACC Behaviours

Accountable: He tangata pono

I make considered decisions; I'm responsible for my actions, and I take practical steps to overcome challenges.

Inclusive: He tangata kotahitanga

I encourage others; I respect different perspectives; I collaborate and make it easy for ideas to be shared.

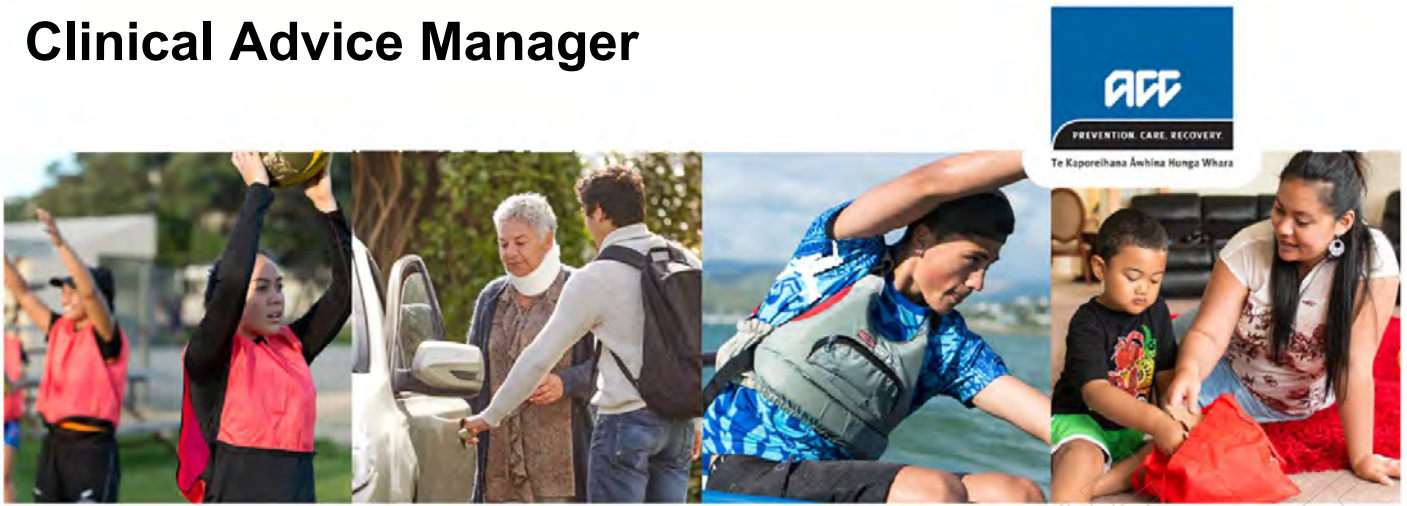
Curious: He tangata mahira

I am open to new ideas; I welcome feedback and seek opportunities to improve.

Customer focused: He tangata aro kiritaki

I enable my customers to achieve the right outcomes by being responsive, clear and transparent.

Clinical Advice Manager



Our vision is to create a unique partnership with every New Zealander, improving their quality of life by minimising the incidence and impact of injury.

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- Employee networks to support our colleagues from diverse backgrounds.
- The option to explore flexible working that suits your needs and ours.
- Development opportunities in te reo Māori me ngā tikanga.

Position purpose

The Clinical Advice Manager is accountable for leading a team focused on:

- Providing expert consistent, robust and up to date clinical advice to case owners to ensure sound, consistent, evidence based decision making in a dynamic multidisciplinary environment.
- Effectively leveraging their external networks and credibility to support clinical and business outcomes.
- Providing clinical advice on the performance management of external providers.

Leadership aspirations at ACC

Our leaders understand, are invested in, and are committed to what we are looking to achieve now and in the future. They bring our purpose to life for their teams driving desired outcomes through prioritisation, focus, empowerment, continuous improvement and change leadership. Leaders at ACC are proactive in their attempts to implement Whāia te Tika, the ACC Māori Strategy, creating better access for Māori to ACC services and better experiences of them which is an urgent strategic priority.

Our people are motivated to make a difference for our customers, because leaders are a source of motivation and energy, and insight, and they have the courage to make the right decisions the right way at the right time and model our behaviours for their teams.

Key Accountabilities and Outcomes

- Drive a culture within the team of exceptional customer service, collaboration, expectations of performance reporting and dashboards, and continuous improvement
- Draw on your clinical expertise to act as a point of escalation for complex matters being handled by your teams as required.
- Support the Manager Clinical Services to evolve the provision of clinical advice.

- Contribute clinical thought leadership to clinical initiatives e.g. Governance, Quality and Education projects.
- As a member of the Clinical Services management team, develop the strategy and business plan for Clinical Services and consistently implement refinements to processes and procedures to support the achievement of the strategy and business plan.
- Identify opportunities for Clinical Services to continuously improve coordinated and focused support to customers.
- Ensure a seamless customer service in coordination with other Clinical Advice Managers.
- Effectively build and lead a cohesive, constructive and supportive team who are clear on their purpose and capable and motivated to deliver.
- Actively monitor team and individual performance through reporting and drive results through regular collaborative coaching discussions to encourage the right outcomes achieved in the right way.
- Effectively develop the team through delegation, empowerment and support.
- Lead and support the team through periods of uncertainty encouraging constructive challenge, expression of ideas and embracing opportunities for change.
- Build and maintain mutually beneficial partnerships with key internal and external stakeholders sharing the right information at the right time to enable informed decision making.
- Work within the three lines of defence to provide assurance that risks are being managed effectively.
- Strengthen our safety culture by role modelling health and safety best practice.
- Effectively build and lead a cohesive, constructive and supportive team who are clear on their purpose and capable and motivated to deliver.
- Effectively develop the team through delegation, empowerment and support. Support the team through periods of uncertainty encouraging constructive challenge, expression of ideas and embracing opportunities for change.
- Build and maintain mutually beneficial partnerships with key internal and external stakeholders sharing the right information at the right time to enable informed decision making.
- Work within the five lines of assurance to provide assurance that risks are being managed effectively.
- Strengthen our safety culture by role modelling health and safety best practice

Experience and Qualifications

- Relevant clinical qualification:
 - Vocationally registered medical professional, and experience in a relevant discipline; or
 - Registered Psychologist; or
 - One or more of the following areas – Occupational Therapy, Physiotherapy, Osteopathy, Chiropractic, Pharmacy or Nursing; and/or
 - Appropriate leadership experience
- Where a clinical professional, a current annual practicing certificate, evidence of indemnity insurance and a comprehensive and up to date understanding of rehabilitation practices and relevant clinical knowledge and conditions.
- Experience in a team leadership role with proven results of embedding a culture of high performance, continuous improvement, collaboration and capability development.
- Proven successful experience in leading through change, leading virtual teams and embedding new ways of working
- Proven ability to drive operational teams to achieve ambitious results through team work.
- Excellent problem solving and decision making skills.
- Ability to work effectively within a legislated environment and apply a system thinking approach.

- Business experience encompassing operational management, financial management, reporting, business analysis, performance improvement and delegation.
- Demonstrated experience driving improvements within a multi-faceted customer services environment.
- Clear focus on business needs, issues and results, and strong business acumen.
- Able to vary working and leadership styles to meet the needs of different situations and individuals.
- Strong coaching and mentoring skills.

ACC Behaviours

Accountable: He tangata pono

I make considered decisions; I'm responsible for my actions, and I take practical steps to overcome challenges.

Inclusive: He tangata kotahitanga

I encourage others; I respect different perspectives; I collaborate and make it easy for ideas to be shared.

Curious: He tangata mahira

I am open to new ideas; I welcome feedback and seek opportunities to improve.

Customer focused: He tangata aro kiritaki

I enable my customers to achieve the right outcomes by being responsive, clear and transparent.

ACC Leadership Capabilities

Navigating for the future: Leading strategically, leading with influence, and engaging others.

Making it happen: Achieving ambitious goals, managing work priorities, and achieving through others

Stewardship of the scheme: Enhancing organisation performance and system performance

Identifying and developing our talent: Enhancing talent performance and developing talent

Chief Clinical Officer & Head of Health Partnerships



Te Kapōrehana Awhina Hanga Whānau

Our vision is to create a unique partnership with every New Zealander, improving their quality of life by minimising the incidence and impact of injury.

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- Employee networks to support our colleagues from diverse backgrounds.
- The option to explore flexible working that suits your needs and ours.
- Development opportunities in te reo Māori me ngā tikanga.

Position purpose

The Chief Clinical Officer & Head of Health Partnerships is responsible for health sector engagement and strategy to ensure ACC has strategic, well governed, and clinically credible engagement with the health sector that drives positive health outcomes for New Zealand. They are also accountable for the quality of clinical advice and decision making in ACC.

This business unit is responsible for delivering:

- Strategic engagement with the health sector including partnerships, education, guidance, and support for change
- Clinical expertise and advice to inform quality decision making in ACC
- Health sector insights and intelligence to inform and evolve service delivery
- Effective commissioning of services to support quality health outcomes
- A clinical governance and quality framework to monitor service provision
- Provider engagement and performance management

Leadership aspirations at ACC

Our leaders understand, are invested in, and are committed to what we are looking to achieve now and in the future. They bring our purpose to life for their teams driving desired outcomes through prioritisation, focus, empowerment, continuous improvement and change leadership. Leaders at ACC are proactive in their attempts to implement Whāia Te Tika, the ACC Maori Strategy. Creating better access for Māori to ACC services and better experiences of them which is an urgent strategic priority.

Our people are motivated to make a difference for our customers, because leaders are a source of motivation, energy, and insight, and they have the courage to make the right decisions the right way at the right time and model our behaviours for their teams.

Key Accountabilities and Outcomes

- Lead the active participation of ACC in the health sector to deliver the objectives of the Health Sector Strategy.
- Lead strategic engagement with the health sector, demonstrating clinical credibility and developing strong partnerships which will improve provider trust and confidence in ACC.
- Ensure we have a team of clinicians with the right level of experience and expertise to deliver clinical advice across ACC in support of health outcomes, including an external pool of clinicians that can be accessed for specialist and/or independent advice when required.
- Ensure that we have a commissioning strategy and service schedule to guide the delivery of commissioning and contract management of services that is outcome focused, cost-effective, and delivers value to both ACC and client health outcomes.
- Lead the management of provider contracts to optimise service performance and have oversight of procurement spend and benefit realisation for contracted services.
- Lead the delivery of a clinical governance and quality framework to support ACC to have clinically appropriate decision making and to allow effective improvement and monitoring of service quality.
- Ensure that ACC has credible and current health intelligence and insights to inform health sector strategy, including engaging colleagues across ACC who are involved in service redesign and continuous improvement to keep them up to date with the latest clinical and technological developments as an input to design.
- Lead a focus on Māori health outcomes and drive strategic and design initiatives to improve access and deliver improved health outcomes for Māori.
- Lead and manage the Health Partnerships business unit, ensuring that it is an integrated part of the Prevention & Partnerships Group, working collaboratively with all other business units to deliver quality health outcomes.
- Demonstrate proven performance across the business unit in the application of Te Tīriti o Waitangi and ACC's Whāia Te Tika strategy for system and process design to improve access and deliver improved health outcomes for Māori.
- Work within risk frameworks, tolerances and the five lines of assurance model.
- Strengthen our safety culture by role modelling health and safety best practice and actively support employees returning to work following an injury or illness.

Experience and Qualifications

- A demonstrated strong collaborative focus on mutually beneficial partnerships (both internally and externally) to progress health outcomes for New Zealand.
- Relevant clinical qualification (registered healthcare professional) and extensive experience in one or more clinical fields.
- A vocationally-registered medical health professional from a medical background with current annual practicing certificate.
- Significant professional standing and credibility in the New Zealand clinical community.
- Proven experience in leading through change and embedding positive culture change.
- Sound knowledge and understanding of rehabilitation, injury prevention and primary, secondary and tertiary health care practices and issues.

- Business experience at a senior level encompassing significant operational management, financial management, reporting, business analysis, performance improvement and delegation.
- Demonstrated ability to develop and implement sound strategic plans, that balance the interests of customers and stakeholders.
- Highly effective influencing and negotiation skills.
- Excellent leadership skills, with the ability to engage people at all levels.

ACC Behaviours

Accountable: He tangata pono

I make considered decisions; I'm responsible for my actions, and I take practical steps to overcome challenges.

Inclusive: He tangata kotahitanga

I encourage others; I respect different perspectives; I collaborate and make it easy for ideas to be shared.

Curious: He tangata mahira

I am open to new ideas; I welcome feedback and seek opportunities to improve.

Customer focused: He tangata aro kiritaki

I enable my customers to achieve the right outcomes by being responsive, clear and transparent.

Our ACC Behaviour and Leadership framework provides more detail about the behaviours you are expected to demonstrate in an Enterprise Leader role.

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Manager Strategic Clinical Advice & Governance



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- The option to explore flexible working that suits your needs and ours.
- Development opportunities in te reo Māori me ngā tikanga.

Position purpose

The **Manager Strategic Clinical Advice & Governance** is responsible for the quality of clinical advice and decision making at ACC for specific areas of interest, whether they be scheme boundary issues, emerging clinical evidence-related, or on specific client, media or sector topics.

The role provides strategic leadership and oversight to the Clinical Quality & Governance team who are focused on ensuring we have appropriate governance and assurance of clinical quality in services being delivered by the provider network.

This role is also accountable for using their broad clinical knowledge and experience to ensure the Chief Clinical Officer is informed and represented in strategic clinical issues and opportunities as required.

Leadership aspirations at ACC

Our leaders understand, are invested in, and are committed to what we are looking to achieve now and in the future. They bring our purpose to life for their teams driving desired outcomes through prioritisation, focus, empowerment, continuous improvement and change leadership. Leaders at ACC are proactive in their attempts to implement Whāia te Tika, the ACC Māori Strategy, creating better access for Māori to ACC services and better experiences of them which is an urgent strategic priority.

Our people are motivated to make a difference for our customers, because leaders are a source of motivation and energy, and insight, and they have the courage to make the right decisions the right way at the right time and model our behaviours for their teams.

Key Accountabilities and Outcomes

- Lead clinical investigations, coordination and decision making on specific issues, ensuring the Chief Clinical Officer & Head of Health Partnerships and ACC are well informed and represented on changing scheme boundaries, emerging clinical evidence, or specific client, media or sector topics.

- Work in partnership with the wider Health Partnerships and other key business units to ensure all advice and decision making is informed by high quality clinical insights and expertise.
- Provide leadership for the Clinical Quality & Governance team ensuring appropriate governance and assurance of clinical quality in services.
- Deliver a clinically informed view of service quality and industry best practice to support sector education and improved health outcomes.
- Lead ACC's clinical media engagement activities representing ACC in both proactive and reactive media opportunities to enhance understanding of key clinical outcomes, and support an increase in public trust and confidence in ACC
- Represent the Chief Clinical Officer in various forums both internally and externally as required, ensuring stakeholders are effectively informed/engaged.
- Ensure a close and collaborative working relationship between the Clinical Quality & Governance team, Engagement and Performance team, and the Health Sector Partnership team to ensure effective sharing of insights and information allowing for aligned and considered engagement and experience with providers.
- Ensure your team is well integrated and working collaboratively with all teams in Health Partnerships and across the Prevention & Partnerships group and in ACC to deliver a joined-up approach to working in partnership with the Health Sector and to improving service quality.
- Participate in strategic engagement with the health sector, demonstrating clinical credibility and developing strong partnerships which will improve provider trust and confidence in ACC.
- Drive cross-sector engagement with wider health agencies, ensuring that ACC is informed and well-positioned to respond to external changes within the sector, including representing ACC in key government forums.
- Support peers and the wider team of clinicians to provide the right level of experience and expertise in clinical advice across ACC in support of health outcomes, including an external pool of clinicians that can be accessed for specialist and/or independent advice when required.
- Provide expertise on ACC's clinical governance and quality framework to support clinically appropriate decision making and to allow effective improvement and monitoring of service quality.
- Proactively monitor emerging strategic issues and opportunities within the Health Sector, including continual changes in policies, processes and ways of working that will improve the quality of health outcomes and deliver an improved customer experience.
- Contribute to our focus on Māori health outcomes and drive strategic and design initiatives to improve access and deliver improved health outcomes for Māori.
- Effectively build and lead a cohesive, constructive and supportive team who are clear on their purpose and capable and motivated to deliver.
- Effectively develop the team through delegation, empowerment and support. Support the team through periods of uncertainty encouraging constructive challenge, expression of ideas and embracing opportunities for change.
- Build and maintain mutually beneficial partnerships with key internal and external stakeholders sharing the right information at the right time to enable informed decision making.
- Work within the five lines of assurance to provide assurance that risks are being managed effectively.
- Strengthen our safety culture by role modelling health and safety best practice and actively support employees returning to work following an injury or illness.
- Champion opportunities to embed Whāia te Tika and to promote diversity and inclusion.

Experience and Qualifications

- Relevant clinical qualification (registered medical professional) and extensive experience in one or more clinical fields.
- A vocationally-registered medical health professional from a medical background with current annual practicing certificate. Have or progress towards a qualification in Medical Management.
- Significant professional standing and credibility in the New Zealand clinical community.

- Sound knowledge and understanding of rehabilitation, injury prevention and primary, secondary and tertiary health care practices and issues.
- Highly effective influencing and negotiation skills.
- Excellent leadership skills, with the ability to engage people at all levels.
- Significant experience in partnering and maintaining influential relationships with business leaders and working collaboratively at a senior level.
- Demonstrated high level conceptual and creative thought leadership for the provision of robust strategic advice across the enterprise.
- Demonstrated ability lead oversight of clinical governance and quality
- Business experience encompassing operational management, financial management, reporting, business analysis, performance improvement and delegation.

ACC Behaviours

Accountable: He tangata pono

I make considered decisions; I'm responsible for my actions, and I take practical steps to overcome challenges.

Inclusive: He tangata kotahitanga

I encourage others; I respect different perspectives; I collaborate and make it easy for ideas to be shared.

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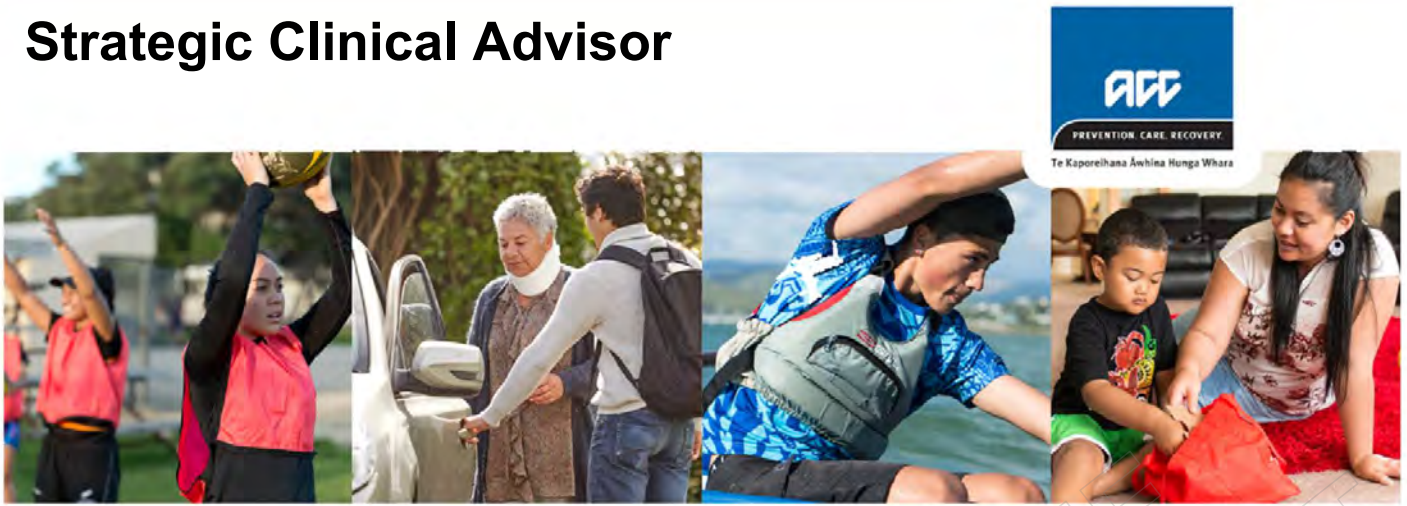
Customer focused: He tangata aro kiritaki

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ACC Leadership Capabilities

Navigating for the future:	Leading strategically, leading with influence, and engaging others.
Making it happen:	Achieving ambitious goals, managing work priorities, and achieving through others
Stewardship of the scheme:	Enhancing organisation performance and system performance
Identifying and developing our talent:	Enhancing talent performance and developing talent

Strategic Clinical Advisor



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- Employee networks to support our colleagues from diverse backgrounds.
- The option to explore flexible working that suits your needs and ours.
- Development opportunities in te reo Māori me ngā tikanga.

Position purpose

The **Strategic Clinical Advisor** assists the Manager Strategic Clinical Advice & Governance in being responsible for the quality of clinical advice and decision making at ACC for specific areas of interest, whether they be scheme boundary issues, emerging clinical evidence-related, sector or system wide topics.

This role is accountable for using their broad clinical knowledge and experience to assist the Manager Strategic Clinical Advice in ensuring the Chief Clinical Officer is informed on strategic clinical issues and opportunities as required.

Alongside the Manager Strategic Clinical Advice & Governance and Chief Clinical Advisor, the Strategic Clinical Advisor is fundamental to building ACCs Strategic Clinical Advice and Medical Leadership capability.

Leadership aspirations at ACC

Our leaders understand, are invested in, and are committed to what we are looking to achieve now and in the future. They bring our purpose to life for their teams driving desired outcomes through prioritisation, focus, empowerment, continuous improvement and change leadership. Leaders at ACC are proactive in their attempts to implement Whāia te Tika, the ACC Māori Strategy, creating better access for Māori to ACC services and better experiences of them which is an urgent strategic priority.

Our people are motivated to make a difference for our customers, because leaders are a source of motivation and energy, and insight, and they have the courage to make the right decisions the right way at the right time and model our behaviours for their teams.

Key Accountabilities and Outcomes

- Support and when required represent the Manager Strategic Clinical Advice & Governance in relation in clinical investigations, coordination and decision making on specific issues, ensuring the Chief Clinical Officer & Head of Health Partnerships and ACC are well informed and represented on changing scheme boundaries, emerging clinical evidence, or specific client, media or sector topics.
- Lead project-specific work that relates to strategic clinical advice issues and aligns with frameworks and clinical governance structures

- Work in partnership with the wider Health Partnerships and other key business units to ensure all advice and decision making is informed by high quality clinical insights and expertise.
- Support the Manager Strategic Clinical Advice & Governance with ACC's clinical media engagement activities representing ACC in both proactive and reactive media opportunities to enhance understanding of key clinical outcomes, and support an increase in public trust and confidence in ACC
- Support peers and the wider team of clinicians to provide the right level of experience and expertise in clinical advice across ACC in support of health outcomes.
- Support the Manager Strategic Clinical Advice to proactively monitor emerging strategic issues and opportunities within the Health Sector, including continual changes in policies, processes and ways of working that will improve the quality of health outcomes and deliver an improved customer experience.
- Support the Manager Strategic Clinical Advice to grow ACC's strategic clinical advice and medical leadership capabilities.
- Represent ACC externally, contributing to system wide opportunities and work programmes.
- Work with other relevant senior staff to support our collective focus on Māori health outcomes and support strategic and design initiatives to improve access and deliver improved health outcomes for Māori.
- Build constructive and collaborative relationships across ACC's leaders and other key stakeholders within and external to ACC working towards mutually beneficial outcomes.
- Build and maintain mutually beneficial partnerships with key internal stakeholders sharing the right information at the right time to enable informed decision making.
- Work within the five lines of assurance to provide assurance that risks are being managed effectively.
- Strengthen our safety culture by role modelling health and safety best practice
- Champion opportunities to embed Whāia te Tika and to promote diversity and inclusion.

Experience and Qualifications

- Relevant clinical qualification (registered medical professional) and extensive experience in one or more clinical fields.
- A vocationally-registered medical health professional from a medical background with current annual practicing certificate.
- Ideally working towards or have a qualification in medical administration, MBA or equivalent.
- Significant professional standing and credibility in the New Zealand clinical community.
- Sound knowledge and understanding of rehabilitation, injury prevention and primary, secondary and tertiary health care practices and issues.
- Highly effective influencing and negotiation skills.
- Excellent leadership skills, with the ability to engage people at all levels.
- Significant experience in partnering and maintaining influential relationships with business leaders and working collaboratively at a senior level.
- Demonstrated high level conceptual and creative thought leadership for the provision of robust strategic advice.

ACC Behaviours

Accountable: He tangata pono

I make considered decisions; I'm responsible for my actions, and I take practical steps to overcome challenges.

Inclusive: He tangata kotahitanga

I encourage others; I respect different perspectives; I collaborate and make it easy for ideas to be shared.

Curious: He tangata mahira

I am open to new ideas; I welcome feedback and seek opportunities to improve.

Customer focused: He tangata aro kiritaki

I enable my customers to achieve the right outcomes by being responsive, clear and transparent.

ACC Leadership Capabilities

Navigating for the future: Leading strategically, leading with influence, and engaging others.

Making it happen: Achieving ambitious goals, managing work priorities, and achieving through others

Stewardship of the scheme: Enhancing organisation performance and system performance

Identifying and developing our talent: Enhancing talent performance and developing talent

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Strategic Clinical Advisor Māori Health



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- Employee networks to support our colleagues from diverse backgrounds.
- The option to explore flexible working that suits your needs and ours.
- Development opportunities in te reo Māori me ngā tikanga.

Position purpose

The **Strategic Clinical Advisor – Māori Health** is responsible for strengthening the clinical maturity of the Māori Health team by bringing their clinical knowledge and experience to the Māori Health programmes of work. The Strategic Clinical Advisor – Māori Health will draw on their Māori health expertise and mana to support the Māori Health team in various aspect of their work.

The role will also use their broad clinical knowledge and experience to assist the Manager Strategic Clinical Advice in ensuring the Chief Clinical Officer is informed on strategic clinical issues and opportunities; and provide quality advice to support clinical decision making at ACC for specific areas of interest, whether they be scheme boundary issues, emerging clinical evidence-related, sector or system wide topics.

Alongside the Manager Strategic Clinical Advice & Governance and Chief Clinical Advisor, the Strategic Clinical Advisor Māori Health is fundamental to building ACCs Strategic Clinical Advice and Medical Leadership capability.

The role reports to the Manager Strategic Clinical Advice & Governance and works closely with the Manager Māori Health and with the Māori Health team (Te Rangapū Hauora Māori).

Leadership aspirations at ACC

Our leaders understand, are invested in, and are committed to what we are looking to achieve now and in the future. They bring our purpose to life for their teams driving desired outcomes through prioritisation, focus, empowerment, continuous improvement and change leadership. Leaders at ACC are proactive in their attempts to implement Whāia te Tika, the ACC Māori Strategy, creating better access for Māori to ACC services and better experiences of them which is an urgent strategic priority.

Our people are motivated to make a difference for our customers, because leaders are a source of motivation and energy, and insight, and they have the courage to make the right decisions the right way at the right time and model our behaviours for their teams.

Key Accountabilities and Outcomes

- Work in partnership with the Manager Strategic Clinical Advice & Governance to strengthen clinical leadership, particularly by ensuring Māori health is a focus to assist with improving Māori health outcomes.
- Support of the clinical needs of the Māori Health team, including clinical support and advice for ACC's rongoā Māori service.
- Utilise policy and legislative knowledge to interpret the Accident Compensation Act from an ACC perspective and apply in-depth knowledge of claims, entitlements and legislation.
- Provide medical, clinical and cultural expertise, including supporting Te Tiriti issues and maintaining strong connections with the sector (MOH, Te Whatu Ora, Te Aka Whai Ora).
- Deliver strategic planning advice to support the aspirations of the Māori Health team.
- Support the embedding of our Raranga Cultural Safety approach and policy with sector Professional Bodies (e.g. College of GPs, Medical Council, Orthopaedic surgeons) and provide advice and support in developing and delivering Raranga-specific mahi within the clinical/provider spaces.
- Provide clinically relevant relationship management internally and externally in relation to kaupapa Māori commissioning.
- Lead the strengthening of the clinical maturity of the Māori Health team by bringing clinical knowledge and experience to the Māori Health programmes of work.
- Manage and maintain strong internal and external relationships with Ministry of Health, Te Whatu Ora, Te Aka Whai Ora (as noted above) as well as iwi groups and Māori health providers.
- Support the evaluation of kaupapa Māori providers.
- Represent ACC externally, contributing to system wide opportunities and work programmes.
- Support and, when required, represent the Manager Strategic Clinical Advice & Governance in relation to clinical investigations, coordination and decision-making on specific issues, ensuring the Chief Clinical Officer & Head of Health Partnerships and ACC are well informed and represented on changing scheme boundaries, emerging clinical evidence, or specific client, media or sector topics.
- Support the Manager Strategic Clinical Advice to grow ACC's strategic clinical advice and medical leadership capabilities.
- Lead project-specific work that relates to strategic clinical advice issues and aligns with frameworks and clinical governance structures
- Work in partnership with the wider Health Partnerships team and other key business units to ensure all advice and decision-making is informed by high quality clinical insights and expertise.
- Support the Manager Strategic Clinical Advice & Governance with ACC's clinical media engagement activities representing ACC in both proactive and reactive media opportunities to enhance understanding of key clinical outcomes and support an increase in public trust and confidence in ACC.
- Work with other relevant senior staff to support our collective focus on Māori health outcomes and support strategic and design initiatives to improve access and deliver improved health outcomes for Māori.
- Build constructive and collaborative relationships with ACC's leaders and other key stakeholders within and external to ACC, working towards mutually beneficial outcomes.
- Build and maintain partnerships with key internal stakeholders sharing the right information at the right time to enable informed decision-making.
- Work within the five lines of assurance to provide assurance that risks are being managed effectively.
- Strengthen our safety culture by role modelling health and safety best practice
- Champion opportunities to embed Whāia te Tika and to promote diversity and inclusion.

Experience and Qualifications

- Relevant clinical qualification (registered medical professional) and extensive experience in one or more clinical fields.

- A vocationally-registered medical health professional from a medical background with current annual practicing certificate.
- Ideally working towards or have a qualification in medical administration, MBA or equivalent.
- Significant professional standing and credibility in the New Zealand clinical community, in particular within the area of Māori health and Kaupapa Māori health services.
- Good knowledge of Te Reo and tikanga with a deep understanding of Māori culture, values, political and social systems, including strong Iwi networks and an understanding of the Māori/Iwi health sector.
- An active commitment to, and working knowledge of, the Treaty of Waitangi.
- Sound knowledge and understanding of rehabilitation, injury prevention and primary, secondary and tertiary health care practices and issues.
- Highly effective influencing and negotiation skills.
- Excellent leadership skills, with the ability to engage people at all levels.
- Significant experience in partnering and maintaining influential relationships with business leaders and working collaboratively at a senior level.
- Demonstrated high level conceptual and creative thought leadership for the provision of robust strategic advice.

ACC Behaviours

Accountable: He tangata pono

I make considered decisions; I'm responsible for my actions, and I take practical steps to overcome challenges.

Inclusive: He tangata kotahitanga

I encourage others; I respect different perspectives; I collaborate and make it easy for ideas to be shared.

Curious: He tangata mahira

I am open to new ideas; I welcome feedback and seek opportunities to improve.

Customer focused: He tangata aro kiritaki

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ACC Leadership Capabilities

Navigating for the future:	Leading strategically, leading with influence, and engaging others.
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Specialist Cover Assessor



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- Development opportunities in te reo Māori me ngā tikanga.

Position purpose

A Specialist Cover Assessor is responsible for using specialised clinical knowledge to assess clinical information to make cover decisions on highly complex claims in accordance with relevant legislation and policies.

Key Accountabilities and Outcomes

- Complete cover assessments on highly complex claims using your specialised clinical knowledge to make timely cover decisions.
- Use your professional clinical knowledge to enable you to complete the initial classification, prioritisation and identification of needs and additional evidential information is required to make an assessment and cover decision.
- Consider clinical evidence and opinions about causation and/or appropriateness of cover.
- Proactively engage with clients and providers to facilitate quicker decision making.
- Arrange any independent assessment required to inform cover decisions, engaging with customers, employers, providers, internal advisors, medical specialists and independent assessors as required.
- Identify and escalate any issues where there is a belief of risk of harm to the public based on the clinical information gathered to make a cover decision.
- Document reasoned opinions on causation, (appropriate treatments as required) and the appropriateness of claim cover, within delegations.
- Contact customers to verbally explain decline decisions explaining the outcome in a simple and meaningful way so that they have a clear understanding of the decision.
- Assist relevant parties to understand the clinical aspects of the reasons for a decision, and what options may be available to them.
- Participate in complaint and resolution processes to ensure the effective management of client concerns.
- Assist in identifying fraud.
- Support the team by sharing information and resources and providing feedback in a positive manner.

- Work in a collaborative and cooperative way with colleagues so that there is seamless, integrated support for customers at all points of their recovery.
- Understand the approach for preventing injuries and working with the tools we need to deliver and monitor injury prevention outcomes.
- Assist in identifying opportunities for continuously improving processes and services.
- Focus on delivering quality customer service and be responsive to customer feedback to contribute to the continual improvement of our customer experience.
- Respect and protect the privacy of customer information to maintain trust and confidence in ACC.
- Champion opportunities to embed Whāia te Tika to promote diversity and inclusion.

Experience and Qualifications

- Post-graduate clinical experience as a practitioner dealing with the public.
- Recognised clinical qualification in a relevant clinical field.
- Current annual practicing certificate.
- A comprehensive understanding of one or more health service categories.
- Good understanding of the health and rehabilitation sector.
- Comprehensive and up to date understanding of relevant clinical knowledge and conditions.
- Good judgement, decision-making and problem resolution skills.
- Clear and effective verbal and written communication
- Excellent customer service skills with the ability to deliver outcomes with empathy.
- Ability to review and understand legislation and organisational policies.
- Time management skills including the ability to meet deadlines, prioritise, and manage a high volume of work
- Ability to operate effectively in a digital environment with a wide range of technology systems and tools.

ACC Behaviours

Accountable: He tangata pono

I make considered decisions; I'm responsible for my actions, and I take practical steps to overcome challenges.

Inclusive: He tangata kotahitanga

I encourage others; I respect different perspectives; I collaborate and make it easy for ideas to be shared.

Curious: He tangata mahira

I am open to new ideas; I welcome feedback and seek opportunities to improve.

Customer focused: He tangata aro kiritaki

I enable my customers to achieve the right outcomes by being responsive, clear and transparent.



Annual Practising Certificate Review Process Clinical Staff at ACC

Last Updated: August 2022

Owner & Approver	Chief Clinical Officer
Version	10. Updated August 2022
Reviewed by	Manager Strategic Clinical Advice and Governance Business Advisor, Prevention & Partnerships

1. Background

This document sets out the Annual Practising Certificate (APC) compliance and annual review requirements for all ACC clinical staff in Clinical Services, Health Partnerships, and Specialist Cover Assessment (SCA), where there is a business need for them to maintain their currency in clinical practice.

Current APCs ensure that advisors provide credible quality clinical advice and/or can make robust clinical quality cover decisions¹

Each professional body has a requirement for Clinicians to hold a current APC to continue in clinical practice. One prerequisite to maintaining an APC is the evidence of on-going continuing professional development (CPD).

While it is the employee's responsibility to ensure that they have a current APC, as the employer it is appropriate process for ACC to check annually to ensure that they still have a current APC.

2. Responsibilities

The Prevention & Partnerships DCE Office Admin Support team member will facilitate the process checking APCs for all clinical staff on the behalf of the Chief Clinical Officer ([Out of Scope] /Manager Strategic Clinical Advice and Governance ([Out of Scope])

3. How the APC process works

The completion of the annual APC review will occur four times each year – in January, April, July and October. The instructions are set out below.

Step 1

Who	What
Business Advisor	<ul style="list-style-type: none"> • Email admin support team and ask them to begin the review to check that all relevant staff have a current annual practicing certificate (APC). • cc Manager Strategic Clinical Advice and Governance ([Out of Scope]) to confirm the process has commenced. <ul style="list-style-type: none"> ○ Physiotherapy and Psychology expire 31 March each year ○ Medicine, Nursing and other expire 12 months from first registration date • Note: PP Admin Support <PPadminsUPPORT@acc.co.nz> currently have a recurring four-monthly reminder in their calendar to check in and follow this process. Cc'd Business Advisors (currently ([Out of Scope]))

Step 2

Who	What
Admin Support team member	<ul style="list-style-type: none"> • To check the APCs for the staff, open the APC spreadsheet located in the following location Group - Chief Clinical Office - Documents Register - All Documents (sharepoint.com) • Note Save as a new version for each year. This is for assurance purposes, so we can check back on previous records. • Check that the list of clinical staff advisors is up to date (Use the CPD spread sheet as this includes all staff entitled to CPD), all clinical advisors are required to hold an APC and therefore should be included. Work with

¹ Specialist Cover Assessors in Service Delivery (Client Services) make legislative decisions and use clinical knowledge to inform that.

	<p>P&P DCE Business Advisor who has access to the monthly HRIS data for new starters and terminations.</p> <ul style="list-style-type: none"> • The Chief Clinical Officer is also required to hold an APC and must be included. • Some Clinical Advice Managers and people in the wider health Partnerships team may hold an APC. Manager Strategic Clinical Advice and Governance can advise which other people should also be included on the spreadsheet.
*Service Delivery DCE Office (for CPD list update)	<ul style="list-style-type: none"> • Provide to CPDClinicalServices@acc.co.nz each month the list of "Specialist Cover Assessors" from the monthly HRIS report (from finance.) Include the following detail: Staff ID, Name, Position, Team Leader, FTE, Start Date. CPD Co-ordinator or Business Advisor to update CPD spreadsheet (this is part of the month-end CPD Process)
*CPD Admin Support team member (for CPD list update)	<ul style="list-style-type: none"> • CPD Co-ordinator or Business Advisor to confirm with the Specialist Cover Assessment Team Leader of any new starter to confirm clinical discipline to enable both CPD and APC spreadsheet to be updated.

Step 3

Who	What
Admin Support team member	<ul style="list-style-type: none"> • In the spreadsheet, check that each person has their relevant clinical professional group noted down next to their name. You need to know this so you can check whether they have a current APC on their relevant professional register. • If there is not a professional group listed for a person, then ask their Manager for this information and enter it in the spreadsheet.

Step 4

Who	What
Admin Support team member	<ul style="list-style-type: none"> • Links to all the professional groups' registers are in Appendix A. • If there is no online register for a professional group, contact the registration authority by email. • Check the online registers for the APC information. You are checking for their APC expiry date. <ul style="list-style-type: none"> ○ If the date is different to what is on the spreadsheet, then amend. ○ If there is not a current APC, note that on the APC spreadsheet, and inform the person's Manager immediately.

Step 5

Who	What
Admin Support team member	<ul style="list-style-type: none"> • Once all the APC checks have been done, email the information to Business Advisor and Manager Strategic Clinical Advice and Governance [Out of Scope] . • For each new starter, add to the APC list and get details from the Monthly HRIS Report • If a staff member is identified as not holding a current APC, email Line Manager and cc in Manager Strategic Clinical Advice and Governance to follow up.

Step 7

Who	What
Manager Strategic Clinical Advice and Governance	<ul style="list-style-type: none"> The Manager Strategic Clinical Advice and Governance [Out of Scope] reviews the APC Spread sheet. They send link to Chief Clinical Officer if there are any concerns to raise.

Process Review

	What
Manager Strategic Clinical Advice and Governance and P&P DCE Business Advisor	<p>Undertake a Bi-annual review of this process to ensure it is still fit for purpose.</p> <p>Suggest this is undertaken in June of even numbered years.</p>

Appendix A: Responsible Authority ‘Online’ Register Links

Details also found on Required Links tab on APC spreadsheet

Clinical Discipline	‘Online’ Register Link
Medical Laboratory	<p>Medical Sciences Council of New Zealand</p> <p>https://www.msccouncil.org.nz/</p>
Medicine including Psychiatry	<p>Medical Council of New Zealand</p> <p>https://www.mcnz.org.nz/</p>
Midwifery	<p>Search the register (midwiferycouncil.health.nz)</p>
Nursing	<p>Nursing Council of New Zealand</p> <p>http://www.nursingcouncil.org.nz/</p> <p>Public Register (nursingcouncil.org.nz)</p>
Occupational Therapy	<p>Occupational Therapy Board of New Zealand</p> <p>Search Public Registry - OTBNZ</p>
Osteopathy	<p>Osteopathic Council of New Zealand</p> <p>http://www.osteopathiccouncil.org.nz/</p> <p><i>Note: they list their registered members by date of registration and registration number but not their APC expiry date, so when searching for Osteopaths, contact by email to confirm their APC expiry dates.</i></p>
Pharmaceutical	<p>Pharmacy Council</p> <p>http://www.pharmacycouncil.org.nz/Search-Register</p>
Physiotherapy	<p>Physiotherapy Board of New Zealand</p> <p>http://www.physioboard.org.nz/</p>
Podiatry	<p>Podiatrists Board of New Zealand</p> <p>Search Register – Podiatrists Board</p>
Psychology	<p>New Zealand Psychologists Board</p>

	http://www.psychologistsboard.org.nz/search-the-register
Psychotherapy	The Psychotherapists Board of Aotearoa New Zealand http://pbanz.org.nz/index.php?PublicRegister

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