



# NEW ZEALAND BLOOD SERVICE COLLECTIVE AGREEMENT

1 OCTOBER 2017 TO 31 MARCH 2020



L11 The Bayleys Building, 36 Brandon Street, PO Box 10763 Wellington, New Zealand  
P + 64 4 499 1271 F + 64 4 499 4500 E [asms@asms.nz](mailto:asms@asms.nz) W [asms.nz](http://asms.nz)



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# PART ONE - APPLICATION OF THE COLLECTIVE AGREEMENT

This is a collective employment agreement made under the Employment Relations Act 2000. The parties to this contract agree to the terms and conditions outlined in this document.

## 1 PARTIES TO THE AGREEMENT

1.1 The parties to this Agreement are: -

- (a) The New Zealand Blood Service ("The employer" or "NZBS").
- (b) The Association of Salaried Medical Specialists (hereinafter referred to as the "Association" or "union", the applicable union registered under the Employment Relations Act).

1.2 This collective agreement applies to any registered medical practitioner,

- (a) who is employed by the New Zealand Blood Service and is a member of the Association of Salaried Medical Specialists,
- (b) and whose duties include the practice of medicine as defined from time to time by NZ Medical Council,
- (c) and who is required as a condition of their employment to hold a current practising certificate,
- (d) and whose work is listed below:
  - Transfusion Medical Specialists
  - Medical Officers of Special Scale

Other than any house surgeon, house physician or registrar who is participating in a vocational training programme.

1.3 The terms and conditions in this agreement are a minimum. Better terms and conditions for employees may be provided for as additional terms and conditions of employment as per section 61 of the Employment Relations Act.

1.4 The NZBS recognises that the NZDHB SMO collective agreement determines minimum terms and conditions of employment in the Public Health and related sectors. The NZBS shall endeavour to reflect the core conditions in respect to salary, CME and leave in future collective bargaining having regard to NZBS circumstances at the time of bargaining.

1.5 The parties note that they have a different position over the eligibility of the position of National Medical director to coverage by this Agreement. In recognition of this difference and the situation of the current incumbent, this Agreement does not apply to this position unless subsequently agreed by the parties. However, current employees covered by this Agreement who subsequently act temporarily in this position will continue to be covered by this Agreement.

1.6 Any agreement to vary the contents of this Agreement requires the consent of the parties and shall be recorded in writing, signed by the parties, appended to the Agreement and forwarded to the employees covered by the Agreement.

## **2 NEW EMPLOYEES**

- 2.1 During the term of this Agreement, an employer who offers employment to a prospective employee falling within the coverage clause of this Agreement shall, at the time of offering employment, advise that person of:
- (a) the existence of this Agreement and their right to be employed under it, subject to their joining the Association;
  - (b) the existence and role of the Association in negotiating the Agreement;
  - (c) how to contact the Association for advice in respect of the offer of employment.
- 2.2 The employer will also advise prospective employees of these matters after the agreement has expired for so long as negotiations for its replacement are continuing.

## **3 DEFINITIONS**

In this Agreement:

- 3.1 "CEA" means this collective employment agreement
- 3.2 "Full-time employee" is an employee who is regularly employed for 40 or more hours each week, or 2086 hours per annum
- 3.3 "Medical Officer" is a senior medical officer who is not vocationally registered by the Medical Council under the Health Practitioners Competence Assurance Act
- 3.4 "Medical Specialist" is a senior medical officer who is vocationally registered by the Medical Council under the Health Practitioners Competence Assurance Act
- 3.5 "Part-time employee" is an employee, other than a casual employee, who is regularly employed less than 40 hours each week.

## **4 TERM**

- 4.1 The term of the agreement will be from 1 October 2017 and shall expire on 31 March 2020.

## **5 MUTUAL OBLIGATIONS**

- 5.1 The parties acknowledge that the essential features of the employment relationships established under this contract are - mutual trust, effective communication and a high degree of confidence between the parties. Accordingly, they undertake to work together in a spirit of partnership to ensure they develop, maintain and strengthen that trust, communication and confidence.
- 5.2 In particular, the employer undertakes to be a good employer and will provide a safe working environment and the resources and support reasonably necessary to enable the employees to discharge their obligations to both the employer and their patients.
- 5.3 For their part, the employees undertake to apply themselves professionally and conscientiously to the discharge of their obligations to both the employer and their patients.

## PART TWO - REMUNERATION AND HOURS OF WORK

### 6 SALARIES

#### 6.1 Base Salary Scales

- (a) Medical Specialists shall receive a base annual salary in accordance with the following scale:

Step	Current	2-Oct-17	5-Mar-18	1-Apr-19
15				240,000
14			230,000	233,500
13	216,500	219,000	223,500	227,500
12	208,000	212,000	216,500	221,000
11	201,000	205,000	209,000	213,500
10	196,000	200,000	204,000	208,000
9	191,000	194,820	198,716	202,691
8	186,000	189,720	193,514	197,385
7	181,000	184,620	188,312	192,079
6	176,000	179,520	183,110	186,773
5	171,000	174,420	177,908	181,467
4	166,000	169,320	172,706	176,161
3	161,000	164,220	167,504	170,854
2	156,000	159,120	162,302	165,548
1	152,000	155,040	158,141	161,304

These base salaries represent payment for a full-time position of forty hours each week.

- (b) All specialists who have been on Step 13 for 1 year or more as at 5 March 2018 will translate to the new Step 14 from that date. Further all specialists who have been on step 14 for one year or more on 1 April 2019 will translate to the new step 15 on 1 April 2019. Normal salary progression continues for all other specialists in accordance with Clause 7.0.
- (c) Medical Officers

Step	Current	2-Oct-17	5-Mar-18	1-Apr-19
14				186,261
13			177,706	181,261
12	166,000	169,320	172,706	176,161
11	159,250	162,435	165,684	168,997
10	154,500	157,590	160,742	163,957
9	150,000	153,000	156,060	159,181
8	145,250	148,155	151,118	154,140
7	140,750	143,565	146,436	149,365
6	136,000	138,720	141,494	144,324
5	131,500	134,130	136,813	139,549
4	126,750	129,285	131,871	134,508
3	122,250	124,695	127,189	129,733
2	118,250	120,615	123,027	125,488
1	114,250	116,535	118,866	121,243



These base salaries represent payment for a full-time position of forty hours each week.

- (d) All medical officers who have been on step 12 for one year or more as at 5 March 2018 will translate to the new step 13 from that date. Further all medical officers who have been on step 13 for one year or more as at 1 April 2019 will translate to the new step 14 on that date. Normal salary progression continues for all other medical and dental officers in accordance with Clause 7.0.

## **7 ADVANCEMENT THROUGH SALARY SCALES**

- 7.1 The initial placement of the employee on the scale shall be negotiated between the employer and employee after taking into account factors such as years of relevant experience and, qualifications.
- 7.2 Thereafter, advancement through the salary scales shall be annual, subject to satisfactory performance of the employee's agreed duties and responsibilities.
- 7.3 If the employer begins to develop concerns that an employee's performance may not justify advancement to the next step, those concerns must be raised with the employee in writing at the earliest practical opportunity before the due date of advancement to provide the employee with a reasonable opportunity to address them. An employee who is not notified of any such concerns before their due date shall be entitled to advance to the next step on their due date.
- 7.4 An employee who is declined salary advancement may seek a review of that decision by review panel whose members shall be agreed between the employer and the Association
- 7.5 In exceptional circumstances, subject to the agreement of the Chief Executive and the National Medical Director, a Medical Officer may be placed on the specialist scale. Such agreement will include defined parameters for progression on a case by case basis.

## **8 ON CALL AVAILABILITY ALLOWANCE**

An individual on an on-call roster shall receive an availability allowance of up to 16% of salary (full-time equivalent) based on the formula set out below. In exceptional circumstances this may be exceeded. Subject to approval, the individual may elect alternative recognition for the allowance. Employees are not required to work a 1:1 roster without their express approval.

- (a) Being on an on-call roster:
- On call roster 2%
- (b) Frequency of call:
- 1:2 4%
  - 1:3 3%
  - 1:4 and 1:5 2%
  - 1:6 and 1:7 1%
  - Less frequent 0%
- (c) Likelihood of being called:
- (i) 0800 - 2200 hours:
- First on call 2%
  - Second on call 1%

- (ii) 2200 - 0800 hours:
  - 1 call on call period 4%
  - 1 call per 2 on call periods 3%
  - 1 call per 3 on call periods 2%
  - 1 call per 4 on call periods 1%
  - Less frequent 0%

NB: for the purposes of C (ii) an 'on call period' is equivalent to one night.

(d) Job size adjustment

- First on call & undertaking Auckland procedures requiring call back to work\* 4%
- First on call without Auckland procedures 3%
- Second on call & undertaking Auckland procedures requiring call back to work\* 2%
- Second on call without Auckland procedures 1%

NB: \*it is acknowledged that this incorporates payment for procedures/call back that occur on public holidays. This substitutes and is equivalent to the defined payment in clause 17.2 (b).

## 9 SUPERANNUATION

- 9.1 The employer will make the required employer contribution in respect of any of the superannuation schemes operated by the National Provident Fund or the Government Superannuation Fund to which an employee belongs.
- 9.2 In respect of other employees not covered by clause 9.1 above, the employer will pay a matching subsidy (the subsidy) up to a maximum of 6% of an employee's gross taxable salary at the rate of one dollar for each dollar the employee contributes to an approved superannuation scheme of the employee's choice provided that the subsidy shall be reduced by the amount, if any, that the employer is required to contribute or is contributing to the employee's KiwiSaver scheme or complying superannuation fund (as those terms are defined by the KiwiSaver Act 2006).
- 9.3 The employer will allow a minimum of five participation agreements. However, the employer will contribute in the prescribed manner to any registered superannuation scheme that a newly recruited employee brings with them from their previous employer who is a party to the ASMS/DHB SMO MECA. The employer will contribute in the prescribed manner to any KiwiSaver scheme or complying superannuation fund that the employer is required to under the KiwiSaver Act 2006.
- 9.4 An employee may elect to transfer from one approved scheme (including the National Provident Fund and Government Superannuation Fund) to another and the employer's obligation to make the appropriate employer contribution shall continue after such election subject to the limits set out in clause 9.2 above. In accordance with the KiwiSaver Act 2006 employees may only contribute to one KiwiSaver scheme at once.
- 9.5 New employees who apply to join an approved superannuation scheme within three months of commencement of employment shall be entitled to the employer's matching contribution backdated to the date of the employee's commencement of employment. For other employees, the employer's matching contributions will be backdated to the date of the employee's application to join an approved scheme.

9.6 The employer and the Association will work together to ensure that the requirements of the State Sector Act 1988 and the KiwiSaver Act 2006 in regards to superannuation are complied with. Any process necessary to ensure compliance is to be agreed by the affected employer and the Association.

## **10 PAYMENT OF SALARY**

Salaries shall be paid fortnightly by direct credit to a New Zealand bank account nominated by the employee and in the employee's name.

## **11 HOURS OF WORK & JOB SIZING**

Average weekly hours shall be agreed between each employee and the employer.

## **12 PART-TIME EMPLOYEES**

Part-time employees shall be paid at the ordinary hourly rate, derived from their base salary, for their agreed average weekly hours.

## **13 JOB DESCRIPTIONS**

Each employee shall be entitled to a mutually agreed job description, which sets out their duties and responsibilities.

## **14 REIMBURSEMENT OF EXPENSES**

14.1 Full-time employees and those part-time employees whose only income from medical practice is derived from their employment with NZBS shall be reimbursed the full cost of the following work-related expenses, as they are incurred:

- Annual Practising Certificate including disciplinary levies;
- Medical Protection Society membership, as determined by the employee, or a mutually agreed alternative;
- College Membership Fee of the college relevant to the employee's employment;
- Vocational registration fee (once only);
- Membership of other approved professional associations relevant to the employee's duties and responsibilities

14.2 Part-time employees whose only income from medical practice is derived from NZBS employment may be required to make a formal declaration that they have received no other income from medical practice during the subscription year in question.

14.3 Other part-time employees shall be reimbursed on a pro rata basis.

14.4 Employees who are required to use their private telephone in the course of their duties shall be reimbursed the telephone rental for one residential telephone connection, together with work-related telephone tolls.

## **15 ALLOWANCE FOR USE OF PRIVATE VEHICLE**

Employees who are required to use their own vehicle in the course of their employment shall be paid an allowance of as determined by the IRD from time to time.

## PART THREE - PROVISIONS RELATING TO LEAVE

### 16 ANNUAL LEAVE

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

### 17 PUBLIC HOLIDAYS

17.1 Subject to the provisions below, all public holidays shall be taken in accordance with the provisions of the Holidays Act 2003.

#### 17.2 Public Holidays

(a) Employees shall be granted leave on the relevant daily rate of pay on any of the following public holidays or any days "substituted" by law:

- New Year's Day
- The day after New Year's Day
- Waitangi Day
- Good Friday
- Easter Monday
- ANZAC Day
- Sovereign's Birthday
- Labour Day
- Christmas Day
- Boxing Day
- Provincial Anniversary Day.

(b) An employee may be required to work or to be available (i.e. on call) to work on any of the listed public holidays (or substituted days) provided that such employees will be paid their relevant daily pay plus half that amount again for hours worked. The employee shall also receive a full day in lieu which shall be paid at the relevant daily rate of pay, and which shall be taken on a mutually convenient date.

#### 17.3 Public Holidays Falling During Periods of Paid Leave or on a Day Off

- (a) When a public holiday or substituted, day falls during any period of annual leave, the public holiday shall not be debited against such leave.
- (b) When a public holiday or substituted, day falls on a day when the employee is undertaking approved professional development and education, the employee shall be granted a full day in lieu, paid at the relevant daily rate of pay, on a later mutually convenient date.
- (c) A shift worker who has a rostered day off on a public holiday or substituted day shall be granted a full day in lieu, paid at the relevant daily rate of pay, on a later mutually convenient date.

- (d) An employee shall not be entitled to payment for a public holiday or substituted succeeding day falling during a period of leave without pay unless the employee has worked during the fortnight ending on the day on which the holiday is observed.
- (e) An employee shall, during a period of reduced pay, be paid at the same reduced rate for public holiday or substituted succeeding days falling during the period of such leave.

## **18 LONG SERVICE LEAVE**

- 18.1 Employees are entitled to two weeks long service leave after each 10 years of continuous service as a salaried medical practitioner in New Zealand (or with an overseas health organisation approved by the New Zealand government as part of a foreign policy programme). Long service leave will be based on the employees FTE status at the time of taking the leave.
- 18.2 Long service leave is to be taken in one continuous spell within five years of qualifying.
- 18.3 The employer will approve an equivalent cash payment to the surviving spouse (or estate) of a deceased employee who otherwise would have been eligible for this leave, but had not taken the leave.
- 18.4 Where continuous service is interrupted by a period of post-graduate medical training overseas and where the employee has subsequently returned to employment in New Zealand, then such service will be regarded as continuous for the purposes of long service leave.
- 18.5 Employees who are eligible for long service leave at the date of retirement or resignation are entitled to the equivalent (e.g. one or two weeks) salary in lieu of leave.
- 18.6 For the purposes of clause 18.1, current continuous service shall be recognised from 3 July 2017.
- 18.7 Where employees transfer from a recognised employer to NZBS with current continuous service (as defined in clause 18.1), any service period for which a period of long service leave has already been taken or paid out shall not count towards this entitlement.

## **19 LEAVE FOR ILLNESS, ACCIDENT AND BEREAVEMENT**

- 19.1 Employees are entitled to reasonable leave on the relevant daily rate of pay in the event of their personal illness or accident, or that of a close family member and on the bereavement of someone with whom they have had a close association.
- 19.2 This provision includes any statutory entitlement to paid special leave for similar purposes.
- 19.3 Where the absence on account of illness or accident exceeds five working days the employer may require the employee to produce a medical certificate for verification. The employer shall have the right to require the employee to undergo an independent medical assessment paid for by the employer.
- 19.4 When a period of leave on account of accident or illness exceeds three months the employer is entitled to seek a review of the employee's condition and likely fitness to return to work. The review will be done by a representative of the employer, a representative of the employee and a mutually agreed medical practitioner, or such other group as the employer and employee may agree. The reviewers shall advise the employer on the prospects and timing of the employee being fit to return to normal or other duties.
- 19.5 On receipt of that advice, the employer after consulting the employee and taking into account any other relevant information, shall decide whether to extend the period of sick leave (with or without pay) or to terminate the employment. Termination in these circumstances shall be on notice.

## 20 JURY SERVICE LEAVE

Where an employee is required for jury service or is subpoenaed before the Court as a witness the employer will continue to pay the employee's normal salary. Any fees paid to the employee by the Court must be repaid to the employer. The employee may retain any expenses paid by the Court.

## 21 PARENTAL LEAVE

The following provisions are to be read in conjunction with the Parental Leave and Employment Protection Act 1987 (the "Act" in this clause). The parties acknowledge that the following provisions are intended to be in their overall effect, as favourable to employees as, or more favourable to employees than, the rights and benefits provided for in Parts 1 to 5 of the Act, and comprehensive in their effect.

### 21.1 General Entitlement

- (a) Employees who are primary carers as defined in the Act are entitled to the following:
  - (i) Parental leave of up to twelve months without pay for employees with at least one year's service at the time of commencing leave.
  - (ii) Parental leave of up to six months without pay for employees with less than one year's service at the time of commencing leave.
- (b) Employees intending to take parental leave are required to give not less than three months' notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner or midwife certifying the expected date of delivery. The provision is waived in the case of adoption or circumstances outside the control of the employee.
- (c) Employees are required to give at least one month's notice of return to work.
- (d) The maximum period of parental leave may be taken by either the employee exclusively or may be shared by the employee and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer.
- (e) The parental leave may be taken in more than one continuous period, with the start and finish dates of each additional period, and any extension of parental leave past the anniversary date of the commencement of parental leave, to be agreed between the employer and the employee.
- (f) An employee returning from parental leave may request the employer to vary the proportion of full-time employment from that which applied before the leave was taken. The granting of such a request shall be at the discretion of the employer.

### 21.2 Paid Parental Leave

- (a) Where an employee is granted leave in terms of Clause 21.1 above and assumes the primary carer role, he/she shall be paid for a period of up to six weeks on full pay, beginning at the start of the leave period. Except that where the employee is in receipt of the statutory paid parental leave payment in accordance with the Parental Leave and Employment Protection Act 1987, the employer shall instead pay the employee the difference between the weekly statutory payment and the employee's full pay for the period of up to 14 weeks. Where both partners choose to share the primary care, the payment shall be split (irrespective of whether or not both are employed by the employer) in accordance with those employees' wishes.

- (b) The partner of the primary caregiver shall be granted paid leave of up to two weeks on full pay. Such leave shall be continuous and shall be taken within a period commencing three weeks prior to the expected date of delivery (adoption) and ending three weeks after the actual date of delivery (or adoption). Variations to this period may be agreed between the employee and the employer in order to meet the special needs of the child such as premature birth or placement prior to adoption. An employee availing him or herself of this entitlement shall not be eligible for paid parental leave pursuant to sub-Clause (a) above.
- (c) Where, for reasons pertaining to the pregnancy, an employee, on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to the taking of leave, then the calculation of payment for the parental leave shall be based on the proportion of full-time employment immediately prior to any such enforced reduction in hours.
- (d) Where an employee is absent on parental leave for less than 14 weeks, he/she shall be paid for the period of leave taken.

### 21.3 Job protection

- (a) Subject to 21.4 below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:
  - (i) at the equivalent salary,
  - (ii) at the equivalent hours of work;
  - (iii) in the same location or other location within reasonable commuting distance; and
  - (iv) involving responsibilities broadly comparable to those experienced in the previous position.
- (b) Where applicable, employees shall continue to be awarded their salary advancement when their date falls during absence on parental leave.
- (c) Parental leave shall be recognised towards service-based entitlements, ie: annual leave and sick leave.

### 21.4

- (a) Where possible, the employer must hold the employee's position open or fill it temporarily until the employee's return from parental leave. However, in the event that the employee's position is a "key position" (as contemplated in the Parental Leave and Employment Protection Act 1987), the employer may fill the position on a permanent basis.
- (b) Where the employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 21.3 (a) above) is not available, the employer may approve one of the following options:
  - (i) an extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or
  - (ii) an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues extended parental leave as in 21.4(b)(i) above for up to 12 months; or

- (iii) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 21.4(b)(i) above for up to 12 months: provided that, if a different position is accepted and within the period of extended parental leave in terms of 21.4(b)(i), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or
  - (iv) where extended parental leave in terms of 21.4(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 36 of this agreement.
- (c) If the employee declines the offer of appointment to the same or similar position in terms of sub clause 21.3(a) above, parental leave shall cease.
- (d) Where, for reasons pertaining to the pregnancy, an employee on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to confinement, then the guaranteed proportion of full-time employment after parental leave shall be the same as that immediately prior to such enforced reduction in hours.
- (e) Parental leave absence filled by temporary appointee - If a position held open for an employee on parental leave is filled on a temporary basis, the employer must inform the temporary appointee that their employment will terminate on the return of the employee from parental leave.
- (f) Employees on parental leave may from time to time and by agreement work occasional duties during the period of parental leave and this shall not affect the rights and obligations of either the employee or the employer under this clause.

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## PART FOUR - UNION REPRESENTATION

### 22 UNION REPRESENTATION

22.1 On the written authorisation of the employee, the employer shall deduct the union fee fortnightly (or at other authorised intervals) from the employee's remuneration. The employer shall forward these deductions to the union not less frequently than quarterly.

22.2 With the employer's consent, (which shall not be unreasonably withheld) the Association's authorised representatives may enter the employer's property at all reasonable times to meet union members and prospective union members to discuss the negotiation, re negotiation, application and enforcement of this Agreement. In exercising this right, the Association's representatives shall not interfere unreasonably with the employer's business.

22.3 The employer shall allow Association members to attend at least two union meetings, each of up to two hours' duration, on full pay in each calendar year.

- (a) The Association shall give the employer at least 14 days' notice of the date and time of a union meeting.
- (b) The Association shall make such arrangements with the employer as may be reasonable to ensure the employer's essential activities are maintained during the union meeting.
- (c) Normal duties shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any Association member for more than two hours in respect of any meeting.
- (d) Only Association members who actually attend a union meeting shall be entitled to pay in respect of that meeting and the employer may require the Association to supply a list of members who attended and advice of the time the meeting finished.

22.4 Paid union Education Leave

- (a) The employer shall provide paid employee representatives education leave calculated based on three days for the first five Association members (pro rata full time equivalent) employed by the employer, a further 5 days where the employer employs between 6 and 50 members and one day for every eight Association members (pro rata full time equivalent) thereafter employed by the employer.
- (b) This leave is for education programmes approved by the Association. The Association shall advise the employer, with not less than three weeks' notice, of the names of the employees who will be exercising this entitlement. The provisions of this clause shall be inclusive of leave entitlements under Part 7 of the Employment Relations Act 2000.

## PART FIVE - PROFESSIONAL MATTERS

### 23 PROFESSIONAL MATTERS

- 23.1 In addition to personal responsibility for their own clinical practice, employees have a group responsibility to NZBS for the delivery of the whole service. Changes in workload and how to deal with them will be dealt with jointly. This will include the employees' contributing to the long and short term planning of staffing requirements in relation to the clinical demands on the service.
- 23.2 Work expectations will be agreed and specified, with regular reviews to compare estimated with actual performance of the service. These reviews should examine the level of performance compared with the requirements of employees' job descriptions and agreed objectives for the review period. There should also be an examination of the reasons for any variation between work performed and expectations. The job description should also be reviewed in conjunction with this process.
- 23.3 The benefits of regular medical audit are recognised by the parties. Employees are required to participate regularly in a programme of medical audit and the employer shall ensure sufficient time and opportunity for this is included within each employee's agreed job size.

### 24 PROFESSIONAL DEVELOPMENT

NOTE: These provisions shall not apply to locums or fixed term employees who are employed for periods of six months or less.

#### 24.1 Continuing Medical Education

- (a) The employer requires employees to be fully informed, and where possible, practised in developments within their profession. To facilitate this, employees will be entitled to leave for 10 working days (pro rata for part-time employees) continuing education each calendar year, plus the agreed reasonable travelling time. This provision may be accumulated for three years entitlement. This accumulation may be increased for up to five years subject to submission of a specific plan for the utilisation of the accumulated period and the approval of the employer which should not be unreasonably withheld.
- (b) Employees, shall be reimbursed actual and reasonable expenses of up to \$16,000 per annum (GST exclusive) and accumulated on the same basis as the working days (a) above. This reimbursement is pro rata for part-time employees except that part time employees whose only income from medical practice is derived from their employment with one employer shall be entitled to the full reimbursement.
- (c) Employees who are enrolled in two or more maintenance of professional standards (MOPS) programmes shall be reimbursed up to an additional \$500 per annum (i.e, \$16,500).
- (d) Employees shall receive time-in-lieu for each day on which they undertake approved continuing medical education or professional development on a weekend, a New Zealand public holiday, rostered day off or on a day that they do not work for the employer. The granting of a day in lieu will result in the deduction of an equivalent time from the employee's CME leave entitlement as per 24.1 (a).
- (e) Employees are entitled to use their continuing medical education expenses to support secondments (clause 24.2) and sabbaticals (clause 24.3).
- (f) Employees may use their accrued CME expenses to purchase and own laptops and electronic aids where the main purpose is to support their continuing medical education.

## 24.2 Secondment

Employees may apply for a secondment of two weeks every three years to a recognised unit for the purpose of professional development and upgrading skills which is relevant to their duties and responsibilities.

## 24.3 Sabbatical

- (a) Employees may apply for sabbatical programmes of three months (or other agreed period) on full pay, either as a continuous period or a series of separate periods to visit other relevant clinical sites and institutions for the purposes of refreshing clinical knowledge and awareness and developing new skills after every six years of service.
- (b) Applications for participating in the programme in advance of the standard eligibility criteria (in other words, attaining six years of service) can be considered.
- (c) Applications will be considered by a sub-committee which will make a recommendation to the Chief Executive. In making a recommendation to the Chief Executive, the sub-committee will consider the relevance of the application to the employee's job description, service requirements, funding arrangements and the time at which such a programme can be taken.
- (d) The approved sabbatical programme is to be taken within six years of it becoming available, and where practical the planned dates for the programme must be agreed with the employer at least one year in advance.
- (e) The programme intended by the employee will be subject to approval, which will not be unreasonably withheld, by the clinical director.

## 25 RESEARCH, PUBLICATIONS AND INTELLECTUAL PROPERTY

- 25.1 The employer acknowledges the right of employees to undertake research relevant to their expertise, experience and employment, and to present the results of such research at appropriate scientific meetings, and to publish papers and books.
- 25.2 The employer will ensure that employees have reasonable access to relevant journals, publications and other literature in order that employees are able to fulfil the obligations under their job descriptions.
- 25.3 The parties recognise that both the employer and employees have legitimate interests in the ownership of copyright and other intellectual property rights which may be developed by employees in the course of their employment.
- 25.4 The parties further agree that their respective interests will be reflected by their respective contributions to the development of those rights. Accordingly, they agree to share any material proceeds or other benefits arising from those rights in proportion to their respective contributions.

## 26 PUBLIC DEBATE AND DIALOGUE

- 26.1 In recognition of the rights and interests of the public in the health service, employees reserve the right to enter into public debate and dialogue over matters relevant to their professional and clinical expertise and experience. In exercising this provision, employees shall not breach professional or commercial confidentiality.

- 26.2 If the matter to be publicly disclosed or discussed relates to the affairs of the employer, the employee must first advise the Chief Executive of their concerns and allow reasonable opportunity to resolve them.

## **27 RIGHTS OF PRIVATE PRACTICE AND CONFLICT OF INTEREST**

- 27.1 The employer recognises the right of employees to engage in private practice.
- 27.2 Employees exercising this right shall not allow it to adversely affect the performance of their obligations under the contract.

## **28 PROFESSIONAL & PATIENT RESPONSIBILITY**

The employer recognises:

- (a) the primacy of the personal responsibility of employees to their patients;
- (b) that employees are responsible and accountable to various statutory authorities and may be subject to their relevant policy statements and guidelines;
- (c) that employees are responsible and accountable to the ethical codes and standards of their relevant professional associations.

## **29 QUALITY ASSURANCE ACTIVITIES**

The employer requires employees to undertake regular and structured quality assurance activities, including audit and peer review. Reasonable time for these activities will be included in an employee's agreed job size.

## **30 INVESTIGATIONS OF CLINICAL PRACTICE**

- 30.1 The purpose of this clause is to address performance concerns relating to clinical practice and its impact on patient safety. It is not intended for use where the concern, on the face of it, does not reflect adversely on the practitioner's clinical competency.
- 30.2 The employer shall investigate fairly, thoroughly and as quickly as reasonably possible any complaints it receives or concerns it may have that raise serious questions about the employee's standards of clinical practice.
- 30.3 Before undertaking such an investigation, at the earliest practical opportunity after becoming aware of the complaint or concern, the employer shall advise the employee of the complaint or concern and that it proposes to undertake an investigation. At the same time, the employer shall give the employee written advice of the concern and/or, where applicable, a copy of the complaint and advise them of the identity of the complainant or person who brought the particular concern to the notice of the employer.
- 30.4 Before making a final decision to proceed with an investigation, the employer shall give the employee reasonable time to comment. At this stage in the process, the employer may decide not to investigate the concerns further itself but to refer them to the appropriate external professional body.
- 30.5 If the employer decides to proceed with an investigation, the employer must closely consult the employee about the terms of reference of the investigation and who the investigator or investigators will be.
- 30.6 The employer shall ensure the investigation is undertaken as sensitively as reasonably possible with respect to the employee and will encourage the employee to seek appropriate professional and other support throughout the process.

- 30.7 Pending the results of the investigation, if the employer believes on reasonable grounds that the nature of the complaint or concern raises a serious and ongoing risk of harm to a third party should the employee continue to practice without restriction, after consulting the employee, it may impose restrictions on the employee's clinical practice, provided that:
- (a) Such restrictions shall be kept to the absolute minimum consistent with the need to avoid risk or harm to a third party. During the period of the restrictions, the employee shall continue with their other duties and receive full pay for all duties they would otherwise have undertaken.
  - (b) The restrictions shall automatically lapse after three weeks, at which time the employee shall resume normal duties, unless in the meantime, a panel of up to three senior medical practitioners, at least one of who was nominated by the affected employee, has reviewed the need for the restrictions and recommended they be maintained. The panel may recommend that the restrictions be varied.
- 30.8 An employee's practice may not be restricted for longer than three months unless a second panel of up to three senior medical practitioners, none of whom shall be employees of the employer, has reviewed and endorsed in writing the need for such restrictions. The employee whose practice is under investigation has the right to nominate at least two members of the second panel, which shall have the authority to lift, maintain or vary the restrictions.
- 30.9 The employer shall meet the costs of conducting these investigations and reviews.
- 30.10 The parties acknowledge that for the purposes of employment law any decision to impose, extend or vary restrictions on an employee's practice is ultimately a decision of the employer.
- 30.11 The employer and the affected employee may agree to vary any of these provisions.
- 30.12 The parties are agreed that if at all practicable the senior medical practitioners nominated under sub-clause 30.7 and 30.8 will be from the Australasian region.

### **31 MEDICAL EXAMINATIONS**

If the employer has reasonable grounds to be concerned about the health of an employee to the extent that it may affect that employee's performance of duties and responsibilities, the employer may require the employee to undergo a medical examination, at the employer's cost, by a mutually agreed medical practitioner(s) whose report shall be made available to the employer.

## PART SIX - GENERAL TERMS

### 32 CONSULTATION

- 32.1 Regular consultation between the parties and between the employer and employees is required on matters of mutual concern and interest.
- 32.2 If the employer conducts any review that may result in significant changes to either the structure, staffing or work practices affecting employees, she/he shall invite the employees concerned to participate in the review in the earliest practical opportunity.
- 32.3 Should affected employees or the Association have serious clinical or professional concerns about any of the recommendations of a concluded review that are unable to be resolved to their satisfaction, they and the employer must reach agreement over an appropriate clinical audit or mediation process of its recommendations.

### 33 TERMINATION OF EMPLOYMENT

Employees notice provision will be stipulated in their letter of appointment but in any event shall not be less than three months. The specified period of notice may be reduced or extended by agreement. The employer may summarily terminate the employee's employment for serious misconduct.

### 34 APPOINTMENTS

- 34.1 The parties agree that the appointment of medical practitioners including clinicians appointed to leadership roles, whether to permanent or temporary positions and whether as employees or contractors shall be impartial, fair and transparent.
- 34.2 The employer also agrees to adopt appointment processes that will ensure only suitably qualified persons are employed or otherwise engaged to provide or manage clinical services.
- 34.3 Accordingly, before reaching a decision to engage the services of a senior medical practitioner the employer shall consult other medical practitioners as to the need for such an engagement; the nature of the role; the level of skills, qualities and experience appropriate for the role or appointment. Following this consultation, a new or revised job description, if required, shall be prepared.
- 34.4 The appointment panel shall include a representative of the medical practitioners.

### 35 VACANCIES AND LOCUMS

- 35.1 The employer undertakes to take reasonable and timely steps to fill actual vacancies for Medical Specialists and Medical Officers within the service, including vacancies or gaps on the national after-hours call roster, as soon as they occur or are reasonably foreseen, except where the employer and affected employees reach agreement over satisfactory alternative arrangements.
- 35.2 When, after considering the advice of the National Medical Director and affected employees, giving due regard to workload pressures, the employer requires a locum then the employer shall be responsible for the provision of a locum.
- 35.3 Should employment of a locum not be feasible then alternative arrangements for service delivery shall be made and/or appropriate compensation for increased workload or work pressure shall be negotiated with the employee(s) affected. The employer and the Association commit to agree upon a system of remuneration which shall be incorporated into an agreed memorandum of understanding. The parties acknowledge that such occasions for this arrangement, will be uncommon.

## 36 REDUNDANCY

- 36.1 For the purposes of this clause redundancy means a situation where an employee's employment is terminated or changed (by an increase or decrease from full-time to part time) and the termination or change is attributable to the operational requirements of the employer.
- 36.2 The employer shall advise the Association in writing of any impending redundancy at least one month prior to giving notice of termination or change to the affected employee(s). This period may, by agreement, be varied.
- 36.3 The purpose of this period is to enable the employer and the Association to discuss the options appropriate to the circumstances and to negotiate an agreement. The various options to be considered when a staffing surplus exists, shall include:
- (a) Reconfirmation in position/re-assignment;
  - (b) Attrition;
  - (c) Redeployment;
  - (d) Leave without pay;
  - (e) Enhanced early retirement;
  - (f) Retraining;
  - (g) Severance (including partial severance on a pro rata basis).

NOTE: Severance does not apply when there is an increase in the number of tenths or from part-time to full-time.

- 36.4 Where severance is the agreed option the calculation shall be based on the following formula:
- 12% of base salary in recognition of the previous 12 months service; and
  - 4% of base salary for every other year of service up to a maximum of 19 years; and
  - 0.33% of base salary for the number of completed months in addition to completed years of service.

NOTE: The maximum severance payment will be the equivalent of 46 weeks salary.

### 36.5 Technical Redundancy

Where an employee's employment is being terminated by his or her employer by reason only of the sale or transfer by the employer of the whole or part of the employer's business, nothing in this Agreement shall require the employer to pay compensation for redundancy to the employee if:

- (a) The person acquiring the business or the part being sold or transferred has offered the employee employment in the business or the part being sold or transferred; and
- (b) The conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are no less favourable (with the exception of c(ii) below) than the employee's conditions of employment, including:
  - Any service related conditions; and
  - Any conditions relating to redundancy; and

- Any conditions relating to superannuation
  - under the employment being terminated; and
- (c) The offer of employment by the person acquiring the business being sold or transferred is an offer to employ the employee in that business or that part of that business either:
- (i) In the same capacity as that in which the employee was employed by his or her employer; or
  - (ii) In a capacity that the employee is willing to accept.

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## PART SEVEN - SETTLEMENT OF DISPUTE AND PERSONAL GRIEVANCES

### 37 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

This clause sets out how employment relationship problems are to be resolved.

#### 37.1 Definitions

(a) An "employment relationship problem" includes:

- a personal grievance
- a dispute
- any other problem relating to or arising out of the employment relationship
- but does not include any problem with the determination of new terms and conditions of employment.

(b) A "personal grievance" means a claim that an employee has: been unjustifiably dismissed; or

- had their employment, or their conditions of employment, affected to their
- disadvantage by some unjustifiable action by the employer; or been discriminated against in their employment; or
- been sexually harassed in their employment; or been racially harassed in their employment; or
- been subjected to duress in relation to membership or non-membership of a union

(c) A "dispute" is a disagreement over the interpretation, application or operation of an employment agreement.

(d) 90 Day Notice

If an employee wishes to raise a personal grievance they must raise the grievance with their employer within 90 days of the date of the action alleged to amount to a personal grievance occurring or coming to the notice of the employee whichever is the later.

#### 37.2 Raising Employment Relationship Problems

(a) Any employment relationship problem, should in the first instance be raised by the employer with the employee or the employee with the employer as soon as possible.

(b) The employee and/or the employer are entitled to seek advice and assistance from their chosen representative in raising and/or discussing the problem.

(c) If the employee wishes to raise the employment relationship problem with the employer in writing or the matter is not resolved when the employee raises the problem with the employer, the employee should submit to the employer written notice of the personal grievance, dispute or problem, covering the following points:

- (i) details of their grievance, dispute or problem; and
- (ii) why he/she feels aggrieved; and
- (iii) what solution he/she seeks to resolve the grievance, dispute or problem.
- (iv) The employee and the employer shall meet to discuss and attempt in good faith, to resolve the employment relationship problem.

#### 37.3 Mediation

Where the employment relationship problem is not resolved by the parties in discussions, the employer or the employee may, without undue delay, seek the assistance of the mediation service division of the Department of Labour.

- Both parties must co-operate in good faith with the mediation service in a further effort to resolve the problem.
- The employee and employer acknowledge that the service provided by the mediation service is confidential and if it does not resolve the problem is without prejudice to the parties' positions.
- Any settlement of the problem agreed to by the parties and signed by the mediator will be final and binding.

#### 37.4 Employment Relations Authority

If the problem is not resolved by mediation, either party may refer the problem to the Employment Relations Authority for investigation and determination.

#### 37.5 Employment Court

If either party is dissatisfied with the determination of the Employment Relations Authority, it may appeal the Employment Relations Authority's determination to the Employment Court.

Dated this 22<sup>nd</sup> day of December 2017

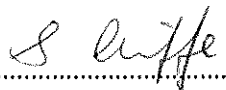
AUTHORISED representative  
of the UNION PARTY



Sarah Dalton  
Industrial Officer

**For the**  
ASSOCIATION OF SALARIED MEDICAL SPECIALISTS

ON BEHALF  
of the EMPLOYER PARTY



Sam Cliffe  
Chief Executive

**For the**  
NEW ZEALAND BLOOD SERVICE

