

Terms of Settlement subject to ratification by the Parties.
Collective: New Zealand Blood and Organ Service and Association of Salaried Medical Specialists Collective Employment Agreement expired 31 March 2023
Employer: New Zealand Blood and Organ Service Union: Association of Salaried Medical Specialists (the 'Association')
Date: 7 June 2024

Definitions Add new Clause **4.7 Service:**

Service means all total aggregated service as a salaried medical practitioner with the employer and Te Whatu Ora (and/or their predecessors), university, government department or ministry, statutory body, or the armed services. Provided that this definition shall not apply for the purposes of service-related entitlement in this Agreement that expressly includes its own definition of qualifying service.

Further, placement on the salary scale will be in accordance with Clause 8 below.

Where an employee changes from one position with an employer described above to another position with NZBS, including by way of resignation, service will be regarded as continuous where the time between finishing one position and commencing the new position is no more than 3 months (or a different period of time as agreed with NZBS, being no less than three months).

The length of service for parental leave (Clause 27 below) means current continuous service (i.e. broken by periods of no more than three months) in the employment of the employer.

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Base Salaries Clause 7.1 (a) and (B). Amend current base salaries and payments in line with the salary tables in Appendix 1 to this document.

Delete current clauses 7.1 (c) and (d) and **replace** with:

a. The payrates outlined in 7.1 (a) and (b) will be applied from 3 April 2023 to employees who are both ASMS members and employed on the date of ratification, or from appointment date if later than 3 April 2023. For non-union members the rates will apply from 4 September 2023 or from appointment date if later than 4 September 2023; and

b. A lump sum of \$3,500 will be paid per employee under coverage of the collective agreement and employed at the date of ratification. This payment is to be made once per person employed, pro rata for time served for anyone employed after 3 April 2023, but not pro rata for part time.

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Clarification in relation to 7.1(a) above– this payment would be paid between 3 April 2023 and 3 September 2023, but for employees employed during this period, the payment is from date of appointment through until 3 September 2023.

The payments will be made, as soon as practicable after ratification through payroll and subject to normal deductions, calculated as outlined

Advancement through Salary Scales (clause 8)

Delete current 8.1. Substitute as follows:

8.1 The initial placement of an employee on the applicable salary scale shall be negotiated between the prospective employee and employer. To ensure maintenance of internal equity, placement of new employees shall take into account years of relevant experience and relevant qualifications and align with the placement of the existing employed workforce with similar qualifications and experience.

The date an employee met the requirements for vocational registration (or its overseas equivalent) will be used to assess when an employee would have been first placed on the specialist scale (not the date when the employee was vocationally registered).

Note for Terms of Settlement only:

This clause is to be applied from the date of settlement and is not to be applied retrospectively

NZBS will seek guidance from Te Whatu Ora to ensure NZBS application is consistent with Te Whatu Ora

8.2 **Add additional sentence** to current agreement **Clause 8.2.**

‘For specialists the annual anniversary date shall reflect the anniversary of when the employee first met the requirements for vocational registration (or its overseas equivalent).’

Note for Terms of Settlement only:

This clause is to be applied from the date of settlement and is not to be applied retrospectively

NZBS will seek guidance from Te Whatu Ora to ensure NZBS application is consistent with Te Whatu Ora

Add **new clause 8.3**, subsequently renumber current clauses.

‘An employee on approved parental leave under clause 27 of this Agreement shall receive their annual salary advancement on the due date, when it falls during the period of leave.’

9.2 Delete and replace Clause with:

In respect to ODNZ, until the job size review outlined in the Terms of Settlement dated 30 May 2024 is concluded, on call payments shall be continue to be adjusted on a temporary basis to the maximum provided in clause 9 (c)(ii).

Family Violence Leave (new clause 28)

The employer is committed to supporting staff who experience family violence, and staff seeking to address their issues with violence as and when occurrence of the violence is raised with the employer.

Employees affected by family violence have rights under the Employment Relations Act 2000, Holidays Act 2003 (relating to Family Violence Leave (ss72A-72)) and the Human Rights Act 1993.

In addition, any staff member experiencing family violence should talk to their manager or Human Resources Department regarding the support available under the Family Violence section of the NZBS Leave policy.

Hours of Work and Job Sizing (Terms of Settlement only)

During the term of this agreement, the parties shall undertake a joint review of the SMO job size in ODNZ; Patient Services; and Blood, Plasma, and Laboratories Teams, with a view to completing the work by end of 2024. The review will encompass all aspects of SMO work, both within “normal” working hours and after hours. The group will also consider and map any differences (if any) in work between Regional sites and Larger sites

A collaborative working group will be established for the purposes of the review. The group will comprise 4 ASMS SMO reps (at least one from a regional site and one from ODNZ), CMO, Clinical Directors, and will be supported in its work by a HR manager and an ASMS Industrial Officer. The group will meet to agree on effective ways to gather information, which will include how a diary process will be managed and how to conduct the review and to set its work plan, with the following guidelines of work to include:

- Clinical Duties.
- Non-clinical duties.
- On-call duties and availability.
- Clinical Leadership.
- Leave cover.
- Maintaining professional currency.
- Travel for work purposes.

The working group will decide how activities are best captured and analysed against service requirements and will agree on an approach to how recovery time is captured and managed.

The outcome is to mutually agree a suitable job size for the teams which reflects the requirements of the service and the time reasonably required for employees to complete their agreed duties and responsibilities as set out in the current job description.

If this Job Sizing work demonstrates a need for a change in salary to better reflect availability and/or call duty requirements, agreed salary changes will be backdated 2 months from completion of the job size review.

Attendance at Professional Meetings (New Clause 30) (Subsequently renumber current clauses).

30.1 An employee who is elected, seconded, or otherwise appointed in their professional capacity to a position by or with any of the organisations listed below shall be entitled to

leave on full pay to attend meetings of those bodies. The employee shall provide reasonable notice in advance and agreement to attend shall not be unreasonably withheld.

- The Ministry of Health and other government departments or statutory bodies.
- The Medical Council of New Zealand.
- Medico-legal disciplinary bodies e.g. the Health Practitioners Disciplinary Tribunal.
- Medical Colleges and professional medical associations.
- Association of Salaried Medical Specialists

30.2 Employees may also be granted leave on full pay to attend meetings convened by the Ministry of Health and other government departments, agencies or statutory bodies where they have been invited to attend or are doing so in their professional capacity. Applications for leave shall not be unreasonably withheld.

30.3 Employees who have been appointed or invited by a College or professional association to teach and examine trainees, or to participate in other clinical training programmes, including advanced life support and resuscitation courses, shall be granted leave on full pay to do so.

Consultation (clause 39.2)

Amend 39.2 as highlighted below.

39.2 In accordance with this acknowledgement and commitment, when an employer proposes any review that might result in significant changes to either the structure, staffing or work practices affecting employees the employer shall invite the employees concerned **and an ASMS representative** to participate in the review at the earliest practical opportunity. When the implementation of decisions arising from any such review might result in redundancy, the procedures in Clause 43 shall be adopted.

New: Establish ASMS/NZBS Forum (Terms of Settlement only)

The parties are committed to developing an ASMS/NZBS forum that shall contribute to enhanced communication, build on current relationships, and ensure preparedness for future workplace challenges in both service and delivery. ASMS and NZBS shall meet as soon as practicable and develop terms of reference, resourcing, and representation for the effective operation of the forum. It is proposed the Forum shall meet twice annually.

Variation of Agreement (new clause 7)

7.1 The parties accept that there may be provisions within this Agreement or that circumstances may arise during its term that warrant the negotiation of a variation to the Agreement prior to its expiry date.

7.2 Any subsequent variation will not take effect until it is recorded in writing and signed by the Association and the employer party.

Part Two – Document structure (Terms of Settlement only)

The parties undertake to review current clause location and numbering with a view to include Salaries, Advancement through Salary Scales, Equal Pay, Payment of Salary, Hours of Work and Job Sizing, Part-time Employees, On Call Availability and Superannuation in Part Two and consider relocation of remaining Part Two clauses.

Term of Agreement (clause 5)

Delete current term references and substitute 1 September 2023 and 31 August 2024.

Salary tables copied from ASMS update document.

Base Salary Scales

Medical Specialists

STEP	4-APR-22	4-SEP-23	1-JAN-24
15	250,560	262,077	267,980
14	243,937	255,255	262,080
13	237,823	248,958	256,180
12	231,199	242,135	250,280
11	223,557	234,264	244,380
10	217,952	228,491	238,480
9	212,542	222,918	232,580
8	207,135	217,349	226,680
7	201,729	211,781	220,780
6	196,322	206,212	214,880
5	190,915	200,642	208,980
4	185,508	195,073	203,080
3	180,100	189,503	197,180
2	174,693	183,934	191,280
1	170,369	179,480	185,380

Medical Officers

STEP	4-APR-22	4-SEP-23	1-JAN-24
14	195,800	205,674	210,933
13	190,705	200,426	205,683
12	185,508	195,073	200,433
11	178,208	187,554	195,183
10	173,072	182,264	189,933
9	168,205	177,251	184,683
8	163,069	171,961	179,433
7	158,203	166,949	174,183
6	153,066	161,658	168,933
5	148,200	156,646	163,683
4	143,064	151,356	158,433
3	138,198	146,344	153,183
2	133,872	141,888	147,933
1	129,547	137,433	142,683