



NEW ZEALAND BLOOD AND ORGAN SERVICE

&

NEW ZEALAND NURSES ORGANISATION

COLLECTIVE EMPLOYMENT AGREEMENT

**Effective from 10 December 2020
to 11 March 2023**

The shared values for the NZ Blood and Organ Service are:

- Striving for Excellence
 - Teamwork
 - Integrity and Respect
 - Open Communication
 - Safety for All
- ~ Safety is our cornerstone ~*

The parties to this Agreement:

- Are committed to promoting, protecting and otherwise caring for the health of people.
- Recognise that measures of quality of service and of value for money are integral to purchase and provision of health services.
- Seek innovation and continuous improvement in all aspects of provision of health services.
- Believe that employees and New Zealand Blood and Organ Service should share the responsibility for achieving their mutual goals.
- Know that a competent and well-motivated workforce is vital for achievement of the mutual goals.
- Value the importance of providing opportunities for the continuing development, training and advancement of staff.
- Value effective communication and consultation between New Zealand Blood and Organ Service and employees.
- Recognise that New Zealand Blood and Organ Service must be able to successfully operate in, and respond to the realities of, a changing and competitive environment.

The purpose of this Agreement is to:

- Document the agreed terms and conditions of employment for employees of NZBS who are covered by the agreement.
- Provide a framework and mechanisms for a fair, constructive, and harmonious relationship between NZBS, and its Employees and their Employee Organisation Representatives.
- Help facilitate the achievement of mutual goals and successful responses to change and competition.
- Comply with NZBS' good Employer obligation to provide for fair and proper treatment of Employees in all aspects of their employment.

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1 COVERAGE OF AGREEMENT

1.1 Application of Collective Agreement

1.1.1 This Agreement is made under the Employment Relations Act 2000.

1.2 Parties

1.2.1 The parties to this CEA will be:

- New Zealand Blood and Organ Service (referred to as the “NZBS” or “the Employer”).
- The New Zealand Nurses Organisation, (“NZNO” or “the Union”).

1.2.2 This agreement will be binding to the parties and those employees of NZBS who are members of the Union. The terms of this agreement will be offered to all new employees performing work covered by this agreement for the first 30 days of their employment. The Employer will ensure that new employees who come within the coverage of this agreement are provided with a copy of the collective agreement and information about NZNO. If they join NZNO the employee will be covered by this agreement. Any current employee who becomes or is a member of the Union and whose work is included will be covered.

1.2.3 The provisions contained in this agreement will apply to employees as identified below:

- Charge Nurses
- Clinical Nurse Leaders
- Clinical Coaches
- Registered Nurses
- Enrolled Nurses
- Donor Technicians (Qualified Donor Technicians, Trainee Donor Technicians)
- Clinical Nurse Specialists
- Nurse Educators
- Donor & Product Safety (DAPS) Coordinator

1.2.4 This Agreement will not apply to any employees whose duties are duly designated or established by the employer as manager or equivalent.

1.3 Term of Agreement

1.3.1 This CEA will come into force on 10 December 2020 and will continue in force until 11 March 2023.

1.4 Variations

1.4.1 This agreement may be varied by agreement between NZBS, NZNO, and those employees directly affected by such variations. Such agreement will be in writing and signed by the parties.

2 **INTERPRETATIONS**

- 2.1.1 **“Base Salary”** means the annual salaries provided for in this agreement exclusive of all allowances. Base salary is that payable for parental leave grant, gratuity payment, redundancy payments and all other leave except annual leave, long service leave, public holidays, sick leave, bereavement leave and alternative holidays.
- 2.1.2 **“Casual Employee”** means an employee who has no set hours or days of work and who is normally asked to work as and when required.
- 2.1.3 **“Duty”** means one or more periods of service required to be given by an employee during any one period of 24 hours.
- 2.1.4 **“Enrolled Nurse”** has the same meaning as in the Health Practitioners Competence Assurance Act 2003,
- 2.1.5 **“Trainee Donor Technician”** means a person employed as a trainee and who is required to participate in the NZBS Donor Technician programme and pass the Qualified Medical Laboratory Technician (QMLT) examination set by the NZ Institute of Medical Laboratory Science (NZIMLS) to meet the requirements of registration as a Medical Laboratory Pre-Analytical Technician (ML-PAT) set by the Medical Sciences Council of New Zealand (MSCNZ)
- 2.1.6 **“Donor Technician (Provisional Registration)”** means a health professional who has provisional registration as Medical Laboratory Pre-Analytical Technician (MLPAT) and holds a current annual practising certificate issued by the Medical Sciences Council of NZ and who may be required to successfully complete on-the-job training and be signed off as competent to practice in the discipline of Donor Technology.
- 2.1.7 **“Donor Technician (Full Registration)”** means a health professional who has full registration as MLPAT and holds a current annual practising certificate issued by the Medical Sciences Council of NZ (MSCNZ); who may be required to have successfully completed on-the-job training and be signed off as competent to practice in the discipline of Donor Technology.
- 2.1.8 **"Senior Nurse"** means a registered nurse who is appointed by NZBS to a role of Charge Nurse, Clinical Nurse Leader, Clinical Coach, Clinical Nurse Specialist, Nurse Educator or DAPS Coordinator.
- 2.1.9 **"PDRP"** means Professional Development & Recognition Programme.
- 2.1.10 **“Normal Hourly Rate of Pay”** for all employees whether full-time, part-time, temporary or casual, the method of calculating the hourly rate of pay will be by dividing the annual salary by 2086, correct to three, (3), decimal places of a dollar.
- 2.1.11 **“Relevant Daily Pay”** shall have the same meaning as that provided for by the Holidays Act 2003.
- 2.1.12 **“Nurse and Nursing Staff”** includes all employees covered by this CEA whom:
- Are qualified for registration under the Health Practitioners Competence Assurance Act 2003.
 - Are qualified for enrolment in terms of the Health Practitioners Competence Assurance Act 2003 as enrolled nurses.
- 2.1.13 **“Part-time employee”** means an employee, other than a casual employee, who works on a regular basis but less than the ordinary or normal hours prescribed in this CEA.

- 2.1.14 “**Full-time employee**” means an employee who works not less than the “ordinary” or “normal” hours set out under “hours of work” in this CEA.
- 2.1.15 “**Temporary Employment**” means an employee who works, either on a full or part time basis, for a set period of time as agreed between the employer and employee. The parties agree that temporary employment agreements should only be used to cover specific situations of a temporary nature or where there is a task of a finite duration to be performed
- 2.1.16 “**Roster**” refers to a prearranged table of work hours defining the hours of work for employees and the pattern of relays for employees working shifts. Such hours may extend over any days of the week.
- 2.1.17 “**Shift Work**” is defined as the same work performed by two or more Employees or two or more successive sets or groups of Employees working successive periods; provided that an employee has duties rotated through different periods within the roster or works night duty on a regular basis.
- 2.1.18 “**Alternative Holiday**” means that where an employee works on a statutory holiday s/he is entitled to a day off at the relevant daily pay. Such a day shall be the hours usually worked by an employee if the day had not been a statutory holiday.

3 PROVISIONS RELATING TO REMUNERATION

3.1 SALARIES

3.1.1 Charge Nurse (CN)

Step	Effective 06/09/2021
Step 3	\$115,946
Step 2	\$109,396
Step 1	\$106,056

Progression between the steps will be subject to 12 months' service at the previous salary step and subject to satisfactory performance. Satisfactory performance shall be defined as an absence of formal disciplinary or performance issues.

3.1.2 Clinical Nurse Leader (CNL)

Step	Effective 06/09/2021
Step 3	\$104,706
Step 2	\$100,449
Step 1	\$98,436

Progression between the steps will be subject to 12 months' service at the previous salary step and subject to satisfactory performance. Satisfactory performance shall be defined as an absence of formal disciplinary or performance issues.

3.1.3 Clinical Coach (CC)

Step	Effective 06/09/2021
Step 3	\$91,175
Step 2	\$87,122
Step 1	\$85,560

Progression between the steps will be subject to 12 months' service at the previous salary step and subject to satisfactory performance. Satisfactory performance shall be defined as an absence of formal disciplinary or performance issues.

3.1.4 Registered Nurse (RN)

Step	Effective 06/09/2021
Step 7	\$83,186
Step 6	\$80,932
Step 5	\$78,745
Step 4	\$71,452
Step 3	\$67,938
Step 2	\$64,291
Step 1	\$59,834

Progression between the steps will be subject to 12 months' service at the previous salary step and subject to satisfactory performance. Satisfactory performance shall be defined as an absence of formal disciplinary or performance issues.

3.1.5 Enrolled Nurses (EN)

Step	Effective 06/09/2021
Step 4	\$62,847
Step 3	\$61,185
Step 2	\$57,133
Step 1	\$54,432

Progression between the steps will be subject to 12 months' service at the previous salary step and subject to satisfactory performance.

Satisfactory performance shall be defined as an absence of formal disciplinary or performance issues.

NB: An enrolled nurse who qualifies as a registered nurse will commence on no lower than the second step of the R/N salary scale.

3.1.6 Donor Technicians (Trainee Donor Technicians & Qualified Donor Technicians) (DT)

Step	Effective 06/09/2021
DT 7	\$62,570
DT 6	\$60,916
DT 5	\$57,943
DT 4	\$54,303
DT 3	\$51,257
T2	\$50,366
T1	\$49,001

Progression Criteria:

- **Trainee Step 1:** Commencement step. Satisfies recruitment criteria and competencies, and has no previous relevant experience.
- **Trainee Step 2:** Subject to 12 months' service at previous step & satisfactory performance; or commencement step if previous relevant experience.
- **Donor Technician Step 3:** Donor Technicians holding a QMLT qualification and an annual practising certificate with 'Provisional Registration' under the scope of Medical Laboratory Pre-Analytical Technician (MLPAT / QMLT).
- **Donor Technician Step 4:** Obtained Full Registration under the scope of Medical Laboratory Pre-Analytical Technician (MLPAT / QMLT) and holding an annual practicing certificate. NB: Date of Full Registration, if obtained whilst employed at NZBS, will become the new anniversary date for the purpose of subsequent salary progression.
- **Donor Technician Step 5:** Donor Technician with Full Registration, subject to 12 months' service at previous step & satisfactory performance.
- **Donor Technician Step 6:** Donor Technician with Full Registration, subject to 12 months' service at previous step & satisfactory performance.
- **Donor Technician Step 7:** Donor Technician with Full Registration, subject to 12 months' service at previous step & satisfactory performance.

These criteria are subject to satisfactory performance.

Satisfactory performance shall be defined as an absence of formal disciplinary or performance issues.

3.1.7 Clinical Nurse Specialist (CNS)

The role of Clinical Nurse Specialist (CNS) in New Zealand Blood Service (NZBS) is a Senior Nurse position and is being developed to fit with the service requirements of the NZ Blood Service. The role will adapt and change as the role matures.

The number of CNS roles in the organisation will be determined by the employer according to the needs of the service.

The salary scale shall consist of three levels with three steps in each level.

Level One	Effective 06/09/2021	Criteria
Step 3	\$97,284	Clinical Post Graduate Certificate, or working towards, with 5 years' experience in nursing and working at an advanced nursing practice level (as defined by NZBS).
Step 2	\$92,219	
Step 1	\$89,819	
Level Two	Effective 06/09/2021	Criteria
Step 3	\$102,230	Clinical Post Graduate Diploma or equivalent with 5 years' experience in nursing, 2 years' experience in a relevant specialty* and working at an advanced nursing practice level (as defined by NZBS).
Step 2	\$97,019	
Step 1	\$94,620	

Level Three	Effective 06/09/2021	Criteria
Step 3	\$107,175	Clinical Masters or equivalent, with 6 years' experience in professional nursing practice, 4 years in relevant specialty* and working at an advanced nursing practice level (as defined by NZBS).
Step 2	\$101,820	
Step 1	\$99,421	

Progression:

- Progression between the steps will be subject to 12 months' service at the previous salary step and subject to satisfactory performance. Satisfactory performance shall be defined as an absence of formal disciplinary or performance issues.
- Progression between the levels will be according to qualifications, experience, completion of annual 'key, knowledge and skills', evidence of working at an advanced nursing practice level (as defined by NZBS) and maintenance of the previous levels of the NZBS 'advanced nursing practice criteria'.
- *Relevant Specialty include (but not limited to):
 - Haematology
 - Immunology
 - Oncology
 - IV Therapy
 - Dialysis
 - HIV
- Illustrative example of progression from step 3 of one level to next level: Employee A has met the criteria for level one and is currently paid on level 1 step 3, with an anniversary date of 30 August (they moved to L1, s3 as at 30.8.2011). They obtain a Clinical Post Graduate Diploma on 30 February 2012. They move to step 1 of level 2 as at 30 February 2012, and will then move to step 2 of level 2 as at 30 August 2012 (i.e. 12 months on previous salary step).

3.1.8 Nurse Educators Scale

The salary scale shall consist of two levels with three steps in each level.

Level One	Effective 06/09/2021	Criteria
Step 3	\$94,811	Clinical Post Graduate Certificate or working towards, with 5 years' experience in nursing and working at an advanced nursing practice level (as defined by NZBS). Where post graduate qualification does not include education papers, the National Diploma in Adult Education will be required for this role (or working towards).
Step 2	\$89,819	
Step 1	\$87,417	

Level Two	Effective 06/09/2021	Criteria
Step 3	\$99,756	Clinical Post Graduate Diploma or equivalent, with 5 years' experience in nursing, and working at an advanced nursing practice level (as defined by NZBS). Where the post graduate qualification does not include education papers, the National Diploma in Adult Education will be required for this role (or working towards).
Step 2	\$94,620	
Step 1	\$92,219	

Progression:

- Progression between the steps will be subject to 12 months' service at the previous salary step and subject to satisfactory performance. Satisfactory performance shall be defined as an absence of formal disciplinary or performance issues.
- Progression between the levels will be according to qualifications, experience, evidence of working at an advanced nursing practice level (as defined by NZBS) and maintenance of the previous levels of the NZBS 'advanced nursing practice criteria'.

Example of progression from step 3 of one level to next level: Employee A has met the criteria for level one and is currently paid on level 1 step 3, with an anniversary date of 30 August (they moved to L1, s3 as at 30.8.2011). They obtain a Clinical Post Graduate Diploma on 30 February 2012. They move to step 1 of level 2 as at 30 February 2012, and will then move to step 2 of level 2 as at 30 August 2012 (i.e. 12 months on previous salary step).

3.1.9 Donor & Product Safety (DAPS) Coordinator

Step	Effective 06/09/2021
Step 3	\$91,175
Step 2	\$87,122
Step 1	\$79,760

Progression between the steps will be subject to 12 months' service at the previous salary step and subject to satisfactory performance. Satisfactory performance shall be defined as an absence of formal disciplinary or performance issues.

3.2 Recognition of previous service for salary purposes

Where an employee has had previous experience with the District Health Boards (previously referred to as Area Health Board's, Hospital Board's, Crown Health Enterprises and HHS's), NZBS may credit this service.

4 ALLOWANCES

4.1 Higher Duties Allowance

- 4.1.1 Where the employee is temporarily appointed or seconded to a higher graded position for a period of 5 or more consecutive working days the employee will receive a higher duties allowance for the whole period of that appointment. The higher duties allowance payable shall be the difference between the current salary of the employee acting in the higher position and the minimum salary the employee would receive if appointed to that position.
- 4.1.2 The higher duties allowance specified in 4.1.1 will continue to be paid during periods of paid leave providing the employee returns to the position for which higher duties are being paid after their leave.
- 4.1.3 The above provisions shall have application when a Charge Nurse is acting under the delegation of the National Manager.

4.2 Meal Allowance

- 4.2.1 An employee who works a qualifying shift of eight hours or the rostered shift, whichever is the greater, and who is required to work more than one hour beyond the end of the shift (excluding any break for a meal) will be paid the following meal allowance, or, at the option of NZBS, be provided with a meal:

Meal Allowance	\$ 10.82
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- 4.2.2 Those employees employed by NZBS in Waikato and Tauranga as at 29 July 2004, will continue to receive a meal allowance of \$11.14 or, at the option of NZBS, be provided with a meal.

4.3 Satellite Static Site Travel Allowance

For Auckland Only

- 4.3.1 Employees who are instructed to travel to a Donor Services Satellite Static Site to carry out relief work will be reimbursed for travelling expenses when NZBS transport is not provided. The following rate is to be used when relief employees use their own transport to travel to a Donor Services Satellite Static Site:
- The current IRD reimbursing rate for travel.
- 4.3.2 Employees claiming this section will calculate their return mileage from their residence to the Donor Services Satellite Static Site, less the return mileage they would normally travel from their residence to the main NZBS site.
- 4.3.3 Employees who are rostered to work at Donor Services Satellite Static Sites are not eligible for any travelling allowance.

4.4 Travelling Allowance

- 4.4.1 In addition to reimbursement for accommodation costs, employees on mobile collects, or where by agreement the employee works away from home at another geographical NZBS location away from their base; and where these instances necessitate overnight accommodation, they will be reimbursed their meal costs (receipt not required) at the

rate of \$57.00 per day (provided that a meal has not been charged back to the employer or been provided). The reimbursement rate will be payable for each full 24-hour period spent in travelling, and at the following rates for any additional period of less than 24 hours:

- i) For periods up to 10 hours: \$ 26.00
- ii) For periods over 10 hours \$ 57.00

4.4.2 Employees may also claim the Incidentals Allowance (as specified in clause 4.5 below) for each full 24-hour period and for any additional part of less than 24 hours (no receipts will be required). There are no different rates of allowance based on salary. In exceptional situations where the reimbursement payment for meals will not cover reasonable costs employees may claim an actual and reasonable refund of meal costs (on production of receipts).

4.4.3 The above provisions shall not apply to an employee required to undertake functions in the nature of conferencing, training, induction and meetings and they shall be entitled to the provisions of the NZBS Travel Policy which currently provides that when travelling for more than one day an employee shall be entitled to reasonable meal costs up to \$55.00 per day in addition to accommodation.

4.5 Incidentals Allowance

4.5.1 Where an employee is entitled to receive an incidentals allowance under this document, an allowance at the following rate for each day or part of a day will be paid:

- Rate per day or part of day: \$ 9.36

4.6 Production of Receipts

4.6.1 Receipts are to be produced for all payments on which a refund is claimed, except for:

- (i) Petty disbursements under \$5.46;
- (ii) Fares on scheduled train or bus routes where the cost can be readily identified; and
- (iii) Meals taken at motels under the provisions of clause 4.4.1.

4.7 Refund of Annual Practising Certificate

4.7.1 Where an employee is required by law to hold an annual practising certificate, the cost of the certificate will be refunded to the employee provided that:

- (i) It must be a statutory requirement that a current certificate be held for the performance of duties.
- (ii) The employee must be engaged in duties for which the holding of a certificate is a requirement.
- (iii) The employee must be a member of the particular occupational class to whom the requirement applies.

4.8 Refund of Drivers Licence

4.8.1 Those employees covered by this agreement that NZBS require to hold a commercial passenger vehicle licence and heavy transport licence will have those costs reimbursed.

5 PROVISIONS RELATING TO HOURS OF WORK

5.1 Hours of Work

- 5.1.1 Eighty hours will be the ordinary hours of work of an employee employed full time in each two weeks (14 days) pay period worked on not more than seven consecutive days. A morning or afternoon duty (i.e. am and pm) will be worked between 0600 and 2400 hours. A night duty will only be worked between 2200 and 0800 hours. A duty for a full time worker will not be less than eight and not more than ten consecutive hours. Overtime will be payable in respect of hours worked in excess of eight per day, or the rostered duty, whichever is the greater.
- 5.1.2 The working week will start and end at 2400 hours Sunday/Monday. When the major part of the duty falls on a particular day, the whole duty will be regarded as being worked on that day.
- 5.1.3 Rosters will be notified to those involved 28 days prior to the commencement of the roster provided that less notice may be given in exceptional circumstances. Rosters posted will show duties for a minimum 28-day period. Changes in rosters, once posted shall be by mutual agreement.
- 5.1.4 Except in an emergency, no employee will work more than seven consecutive duties at any one time.
- 5.1.5 When five consecutive 10 hour duties (the maximum permitted) are worked, the employee must then have a minimum of three consecutive 24 hour periods off.
- 5.1.6 Other than for part time employees, rosters are not to include duties of varying lengths in any one block (between days off) except once in a cycle to obtain a maximum of eighty hours per fortnight.
- 5.1.7 Each employee will have 4 periods of at least 24 hours off in each 2-week period. These may not be taken as four single days.
- 5.1.8 Other than for part time employees, single days are to be avoided as a routine rostering tool but may be used to maximise operational efficiency, so long as they occur no more than once in one 4-week period. Employees should be discouraged from requesting multiple split days off.
- 5.1.9 Wherever possible, employees changing on consecutive days from one period of duty/shift to another in the duty roster shall be rostered a break of no less than 12 hours between duties, but in any case the off duty break will not be less than nine hours.
- 5.1.10 Employees may change duties with one another and in so doing may have less than a 12-hour break, prior approval of the senior manager is required, and in any such instance the penalty payment provisions in clause 5.4.5 will not apply.
- 5.1.11 Where the employees are required to attend classes of instruction or examination as part of their work related education, the time so occupied will be deemed to form part of their hours of work.

5.2 Variations to Hours

- 5.2.1 Alternative Hours of Work - may be implemented by agreement between NZBS, the employees directly affected and their employee representatives. Such agreement will be in writing and signed by the representatives of the parties.
- 5.2.2 Emergencies – The NZBS may require variations to hours of work requirements to meet the needs of emergencies.
- 5.2.3 Occasional Variations – to the times of day and/or days of week to meet service requirements will be by agreement between the NZBS and the directly affected employee(s).
- 5.2.4 No employee will be discriminated against for not agreeing to change their hours of work requirement.

5.3 Meal Periods and Rest Breaks

- 5.3.1 Except when required for urgent or emergency work and except as provided in 5.3.2 below, no employee will be required to work for more than five hours continuously without being allowed an unpaid meal break of not less than half an hour.
- 5.3.2 An employee unable to be relieved from work for a meal break will be allowed to have a meal on duty and this period will be regarded as working time.
- 5.3.3 Except where provided for in 5.3.2 above an employee unable to take a meal after five hours' duty will be paid at time-half rate in addition to normal salary from the expiry of five hours until the time when a meal can be taken.
- 5.3.4 An employee is entitled to the following rest and unpaid meal breaks:
 - If an employees' work period is more than 4 hours but not more than 6 hours, the employee is entitled to -
 - (a) one 10-minute paid rest break; and
 - (b) one 30-minute unpaid meal break.
 - If an employee's work period is more than 6 hours but not more than 8 hours, the employee is entitled to -
 - (a) two 10-minute paid rest breaks; and
 - (b) one 30-minute unpaid meal break.
 - If an employee's work period is more than 8 hours, the employee is entitled to rest and unpaid meal breaks as if the employee's work period had started at the end of the eighth hour.
- 5.3.5 During the unpaid meal break or rest breaks prescribed above, free tea, coffee, milk and sugar will be supplied by NZBS.

5.4 Minimum Break Between Spells of Duty

- 5.4.1 A break of at least ten continuous hours must be provided wherever possible between any two periods of duty of a full shift or more.
- 5.4.2 Periods of a full shift or more include:
- (i) periods of normal rostered work; or
 - (ii) periods of overtime that are continuous with a period of normal rostered work;
or
 - (iii) full shifts of overtime/call back duty.
- 5.4.3 This requirement to provide a break wherever possible applies whether or not any additional penalty payment will apply under the provisions of this clause.
- 5.4.4 If a break of at least nine continuous hours cannot be provided between periods of qualifying duty, the duty is to be regarded as continuous until a break of at least nine continuous hours is taken and it will be paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime which precedes it.
- 5.4.5 The penalty payment provisions of this clause will not apply in any case where the result would be to give an employee a lesser payment than would otherwise have been received.
- 5.4.6 Time spent off duty during ordinary working hours solely to obtain a nine-hour break will be paid at ordinary time rates. Any absence after the ninth continuous hour of such a break, if it occurs in ordinary time, will be treated as a normal absence from duty.
- 5.4.7 If a call-back of less than a full shift is worked between two periods of duty of a full shift or more a break of nine continuous hours must be provided either before or after the call-back. If such a break has been provided before the call-back it does not have to be provided afterwards as well.

5.5 Overtime and Penal Time

5.5.1 Overtime

- 5.5.1.1 Overtime is time worked in excess of eight hours per day or the rostered duty whichever is greater, or 80 hours per two-week period, when such work has been authorised in advance, or when there is a local agreement between the employer and the employee (see 5.1.1).
- 5.5.1.2 Unless an arrangement has been made for time off in lieu of overtime is agreed between the NZBS and the directly affected employees, the overtime rate will be payable if:
- (i) The minimum break provisions of this agreement are not met, or
 - (ii) A duty exceeds either eight (8) hours or the ordinary hours of work of a duty, whichever is the greater, or
 - (iii) A whole-time employee works a duty (or a part of a duty) additional to their ordinary hours of work, or
 - (iv) An employee works more than forty (40) hours in the applicable week.

5.5.1.3 Overtime will be paid as follows:

- (i) T1.5 for the first 3 hours and T2 thereafter
- (ii) T 2 Sundays and on Public Holidays

5.5.1.4 Employees who are requested by NZBS to attend training shall be paid their actual hours of training and up to 2 additional hours at their ordinary rate of pay for the purposes of travel to and from the training venue if located outside of the city they are based. This does not apply to attendance at training requested by the employee.

5.5.1.5 Notwithstanding 5.5.1.2 (i) above the definition may be varied by agreement between the Employer and the Employee to allow for variations to roster patterns provided for in this agreement.

5.5.1.6 Authorised absences, either with or without pay, are as provided for in this Agreement and shall not be deemed as default for the purposes of overtime calculation.

5.5.2 Penal Rates

Penal time will be paid at the following rates, in addition to normal salary:

5.5.2.1 Weekend Rates:

From midnight Friday/Saturday to midnight Sunday/Monday at half the normal hourly rate of pay (T1/2).

5.5.2.2 Limits on Payment for Overtime and Penal Time:

Overtime and penal time will not be paid in respect to the same hours.

5.5.2.3 Any future introduction of shifts or extension of working hours outside the ordinary hours of work, will be managed as per Clause 7.2.3 (Management of Change) and terms and conditions relating to such changes will be negotiated between the parties.

5.5.3 Overtime and Penal Time

Eligibility restricted for Senior Nurses

For Senior Nurses, overtime and penal rates will apply as outlined in (a) and (b) below:

- (a) Penal - Payment of weekend or night 'penal' rates shall only be payable where Senior Nurses are required to work shifts and rosters or have approval to work weekends on a regular basis in order to fulfill the requirements of the Job Description.
- (b) Overtime shall be payable to senior nurses only in the following circumstances:
 - (i) Where the appropriate manager is satisfied that the additional time worked is necessary because of an emergency or other special circumstances; and
 - (ii) Where the salary does not already incorporate a payment for overtime/penal time hours.

Equivalent time off for work performed outside normal hours may be granted in lieu of overtime by agreement between the employee and the manager concerned.

5.5.4 Call Back

5.5.4.1 Call back is paid at the appropriate overtime rates.

- (i) T1-1/2 for the first three hours and T2 thereafter except;
- (ii) Call back worked between 2200 hours and 0600 hours will be at T2;
- (iii) T2 Sundays.

5.5.4.2 Except on a public holiday an employee who:

- (i) would otherwise have worked on that day and who is on call, shall be paid for that public holiday, and additionally shall be entitled to a paid alternative holiday;
- (ii) is called back during the actual hours the employee otherwise would have worked shall be paid an additional T1.0, for the greater of:
the hours actually worked on call back; or a minimum of three hours.
- (iii) is called back outside of the actual hours the employee otherwise would have worked shall be paid for the call back period/s at T2.0, for the greater of:
 - the hours actually worked on call back; or
 - a minimum of three hours.

5.5.4.3 An employee will be paid for a minimum of three hours, or for actual working and traveling time, whichever is the greater, at the appropriate rate, when the employee:

- (i) is called back to work after completing the day's work or duty, and having left the place of employment; or
- (ii) is called back before the normal time of starting work, and does not continue working until such normal starting time; except that

Call backs commencing and finishing within the minimum period covered by an earlier call back will not be paid for where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment will be made as if the employee had worked continuously from the beginning of the previous call back, to the end of the later call back.

5.5.5 Transport for Call Back Duty

5.5.5.1 Where an employee who is called back to work outside the employee's normal hours of duty in respect of work which could not be foreseen or prearranged, NZBS will either:

- (i) Provide the employee with transport from the employee's place of residence to the institution where the employee is employed and to the place of residence from the institution; or
- (ii) Reimburse the employee the actual and reasonable traveling expenses incurred in traveling from the employee's place of residence to the institution or from the institution to the employees place of residence, or both traveling to and from the institution.

5.5.6 On Call Allowance

5.5.6.1 Where an employee is instructed to be on call during normal off duty hours an on call allowance will be paid at the following rates:

- (i) Rate on-call during normal off duty hours: \$ 4.04 per hour.
Effective 15 October 2018 this rate shall be \$ 8.00 per hour.
- (ii) Rate on-call during Public Holidays: \$ 6.06 per hour.
Effective 15 October 2018 this s rate shall be \$10.00 per hour.

5.5.6.2 The on call allowance is payable for all hours the employee is rostered on call including time covering an actual call out.

5.5.6.3 Where practicable, an employee who is instructed to be on call and report on duty within 20 minutes will have access to an appropriate locator.

5.5.6.4 Except in emergencies no employee will be required to remain on call for more than 40% of the nurse's off duty time in any roster period.

5.5.6.5 An employee required to be on call on a public holiday will be granted a paid day in lieu regardless of whether or not s/he is called to work.

5.5.7 DAPS Telephone Service On-call

This clause applies to DAPS after hours' on-call service. This service is operated by telephone with laptop access. It does not require the employee to physically return to an NZBS location, therefore clauses 5.5.4 and 5.5.5 related to call back do not apply. Instead the following shall apply:

- An On Call Allowance as per clause 5.5.6.1 is paid for the hours the employee is on call;
- An additional allowance of \$45 will be paid as a flat rate each Saturday, Sunday or Public Holiday on-call. This allowance covers any calls taken and the associated action of such calls.
- On public holidays clause 5.5.6.5 will continue to apply – which states that where an employee is required to be on call on a public holiday they will be granted a paid day in lieu.

5.5.8 Telephone On-Call

5.5.8.1 With the exception of DAPS Service where clause 5.5.7 applies, where an employee is rostered on a therapeutic apheresis on-call roster and receives a work-related telephone call where the issue can be resolved over the telephone, and that does not result in a call back, they shall be entitled to payment of \$10.00 per call (regardless of the duration of the telephone call).

5.5.8.2 In order to be eligible for payment, each call must be logged and include a file/case note recording relevant details and advice.

5.5.8.3 An employee who responds to a call back by the way of telephone (as per 5.5.8.1 above) and who is subsequently required to return to work in relation to the same matter shall be paid in accordance with clause 5.5.4 and shall not receive payment under clause 5.5.8.1 as well.

For clarity a telephone call does not interrupt minimum break between spells of duty and does not constitute "work" for the purposes of determining whether an employee's observance of a Public Holiday is transferred.

5.5.9 **Night Rate**

5.5.9.1 Night rate applies to ordinary hours of duty (other than overtime) that fall between 7.00pm and 6.00am) from midnight Sunday/Monday to midnight Friday/Saturday and shall be paid at quarter time (T0.25) in addition to the ordinary hourly rate of pay.

5.5.9.2 Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours and the higher rate will apply.

6 PROVISIONS RELATING TO LEAVE

6.1 Public Holidays

6.1.1 Public Holidays will be allowed in accordance with the Holidays Act 2003. For the purposes of this agreement, public holidays will refer to the following designated days:

- (a) Christmas Day:
- (b) Boxing Day:
- (c) New Year's:
- (d) 2 January:
- (e) Waitangi Day:
- (f) Good Friday:
- (g) Easter Monday:
- (h) ANZAC Day:
- (i) Sovereign's Birthday (observed on the first Monday in June)
- (j) Matariki
- (k) Labour Day (being the fourth Monday in October)
- (l) Anniversary Day (as observed in the locality concerned)

6.1.2 When any of the above holidays (a) to (d) falls on a Saturday or Sunday, it will be observed on the following Monday; and, in the event of another holiday falling on such a Monday, such other holiday will be observed on the day on the next succeeding Tuesday provided that these arrangements comply with s45 of the Holidays Act 2003. For the avoidance of doubt this clause does not entitle an employee to more than 4 public holidays for the days listed in (a) to (d).

6.1.3 Where Waitangi Day or Anzac Day fall on a Saturday or Sunday, and that day:

- would otherwise be a working day for the employee, the public holiday will be observed on that day.
- would not otherwise be a working day for the employee, the public holiday will be observed on the following Monday.

6.1.4 Provided that, in order to maintain essential services, the employer may require an employee to work on public holidays.

6.1.5 Where a public holiday falls on a day normally scheduled to be worked and the employee does not work on that day, it will be paid for on the basis of the hours normally scheduled for work on that day at the relevant daily pay.

6.1.6 Where an employee is required to work on a public holiday they will be paid double time (T2) and will take an alternative paid day in lieu of the public holiday at a time that is mutually agreeable between the employee and employer. An employee who is required to be on call on a public holiday will also receive an alternative paid day in lieu at a mutually agreed time.

6.1.7 Should any public holiday occur during an employee's annual leave and the employee would have received a paid holiday if they had not been on leave, then they will still receive credit for the public holiday. An employee will not be entitled to payment for a public holiday falling during a period of leave without pay (including sick leave, parental leave and military leave without pay) unless the employee has worked during the fortnight ending on the day on which the holiday is observed.

6.1.8 Where an employee's rostered day off falls on a public holiday, they shall be granted an additional paid day in lieu at a later date convenient to the employer (pro rata for

part time employees) which shall be paid for at the relevant daily pay. Except that part time employees who are employed to work less than 40 hours per week averaged over a fortnight whose days of work are:

- (i) fixed, shall not be entitled to such time in lieu if their rostered day off falls on a public holiday;
- (ii) not fixed, shall be entitled to time in lieu for the public holiday if they worked on the day of the week that the public holiday falls more than 40% of the time over the last three months, based on the number of hours normally worked on that day.

6.2 Annual Leave

6.2.1 Subject to 6.2.3 (Recognition of Previous Service For Leave Purposes) below, employees will be granted leave of absence on full pay in respect of each leave year as follows:

Years' service	Entitlement
With under 5 years' service:	4 weeks (20 days)
With 5 or more years' service:	5 weeks (25 days)

6.2.2 Annual leave will be taken in accordance with the Holidays Act 2003 at times consistent with service requirements. Annual leave will be taken within 12 months of it falling due but is able to be accrued to a maximum of two years' entitlement with the written approval of the employer. The employee may anticipate up to one year's annual leave entitlement by agreement with the employer. At least two uninterrupted weeks' annual leave in each entitlement will be granted where requested by the employee.

6.2.3 Recognition of Previous Service for Leave Purposes

6.2.3.1 The term "leave year" means the year ending with the anniversary date of the employee's appointment.

6.2.3.2 For the purpose of this clause, the service of an employee will be deemed to comprise all periods of employment with the District Health Boards (previously referred to as Area Health Board's, Hospital Board's, Crown Health Enterprises and HHS's) provided the total period of service is continuous, i.e. broken by an interval of no more than three months. The effective date for deciding previous service is the last day actually on pay;

6.2.3.3 Nothing in this clause will diminish past service recognition which has already been credited to an employee prior to the 1st July 2003.

6.2.4 Payment In Lieu Of Annual Leave for Casual Employees

Casual employees shall be paid 8.0% gross taxable earnings in lieu of annual leave, to be added to each fortnightly wage payment.

6.3 Sick Leave

6.3.1 Entitlements

6.3.1.1 On appointment an employee shall be entitled to ten working days leave for sick or domestic purposes during the first twelve months of employment, and an additional ten working days for each subsequent twelve-month period with a maximum accumulation of 260 working days.

The employee shall be paid for minimum statutory sick leave entitlements as prescribed in the Holidays Act 2003. Additional contractual or discretionary sick leave that is taken or approved shall be paid at the normal rates of pay (*T1 rate only).

A medical certificate may be required to support the employee's claim.

Until 2 August 2022, where a part-time employee has used their sick leave, on a case by case basis, a calculation comparing actual hours versus contracted hours will be done and if additional sick leave is the result, it will be granted. Calculation is based on the anniversary of the employee's start date.

In the event an employee has no entitlement left, they are entitled to apply for up to ten days discretionary leave per annum. The employer recognises that discretionary sick and domestic leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted. The first five days of discretionary leave shall be approved on the same basis as the leave above.

In considering the next five days discretionary leave the employer shall take into account the following:

- The employee's length of service
- The employee's attendance record
- The consequences of not providing the leave
- Any unusual and/or extenuating circumstances

Requests should be considered at the closest possible level of delegation to the employee in the quickest time possible.

6.3.1.2 Recognition of sick leave with a previous employer

On appointment, all new employees with previous service with the District Health Board's will be credited with a sick leave balance calculated as follows:

- (i) 10 days' sick leave for each year of service recognised minus any sick leave taken;
- (ii) Should this calculation result in a negative balance the employee will commence with a balance of ten days.

6.3.1.3 Recognition of sick leave will be subject to:

- (i) Production of a certificate of previous service

- (ii) The debiting of sick leave already taken

6.3.1.4 Part time employees will be entitled to sick leave on a pro rata basis provided that this entitlement will not be less than that set out in the Holidays Act.

6.3.2 Excess of Entitlement

6.3.2.1 Discretionary powers, as per the delegated authority policy, to grant leave in excess of the above-prescribed limits.

- (i) where sickness or injury incapacitates a whole-time employee, arising out of and in the course of employment, full salary may be paid at the discretion of the NZBS, as per the delegated authority policy.

6.3.2.2 Where an employee is suffering from a minor illness which could have a detrimental effect on the patients in NZBS' care, NZBS may, at their discretion, either:

- (i) place the employee on suitable alternative duties; or
- (ii) direct the employee to take leave on payment at the relevant daily rate for not more than eight days in any one year, in addition to the normal entitlement to sick leave.

6.3.3 Domestic Leave

6.3.3.1 NZBS shall grant an employee leave on pay as a charge against sick leave entitlement when the employee must stay at home to attend to a member of the household who through illness becomes dependent on the employee. This person would in most cases be the employee's spouse or a person who depends on the employee for care and the employer may consider granting leave on pay, should the employee attend to another member of the employee's family or household.

6.3.3.2 Approval is not to be given for absences during or in connection with the birth of an employee's child. Annual leave or parental leave should cover such a situation.

The production of a medical certificate or other evidence of illness may be required in terms of the Holidays Act 2003.

6.3.4 Sick Leave In Relation To Annual and Long Service Leave

6.3.4.1 When sickness occurs during annual or long service leave NZBS will permit the period of sickness to be debited against sick leave entitlement, except where the sickness occurs during leave following relinquishment of offices, provided:

- (i) the period of sickness is more than three days;
- (ii) a medical certificate is produced, showing the nature and duration of the illness.

6.3.4.2 In cases where the period of sickness extended beyond the approved period of annual or long service leave, approval will also be given to debiting the portion which occurred within the annual or long service leave period against sick leave entitlement if the total continuous period of sickness exceeds three days.

6.3.4.3 Annual or long service leave may not be split to allow periods of illness of three days or less to be taken as sick leave.

6.3.5 Accounting for Sick Leave

Sick Leave is to be debited on an hour for hour basis except that an absence of less than two (2) hours will not be debited against sick leave.

6.3.6 Casual Employees Entitlement

Casual employees shall be entitled to sick leave in accordance with the Holidays Act 2003.

6.3.7 Leave without Pay In Relation To Sick Leave Entitlements

An employee who is granted leave without pay and who remains in the service of NZBS will have such leave included in determining sick leave entitlement.

6.4 Bereavement/Tangihanga Leave

6.4.1 For all Employees the following provision will apply for bereavement leave for death in New Zealand or overseas.

- (i) NZBS will approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). The length of time off will be at the discretion of NZBS and shall not be less than that provided for by the Holidays Act 2003.

6.4.2 If bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of (i) above. This provision will not apply if the employee is on leave without pay.

6.4.3 In granting time off therefore, and for how long, NZBS must administer these provisions in a culturally sensitive manner.

6.5 Parental Leave

6.5.1 Statement of Principle

6.5.1.1 The parties acknowledge the following provisions are to protect the right of employees during pregnancy and on their return to employment following parental leave.

6.5.1.2 Parental Leave is provided to eligible employees in accordance with the Parental Leave and Employment Act.

6.5.2 Entitlement and Eligibility

6.5.2.1 Provided that the employee assumes or intends to assume the care of the child born or adopted by them or their partner, the entitlement to parental leave is:

- (i) in respect of every child born to them or their partner;
- (ii) in respect of every child up to and including five years of age, adopted by them or their partner;

6.5.2.2 Where two or more children are born or adopted at the same time, for the purposes of these provisions the employee's entitlement will be the same as if only one child had been born or adopted.

6.5.3 Length of Parental Leave

6.5.3.1 Parental leave of up to 12 months is to be granted to employees with at least one year's service at the time of commencing leave.

6.5.3.2 Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave.

6.5.3.3 Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of NZBS.

6.5.3.4 Either the employee may take the maximum period of parental leave exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not NZBS employs one or both partners.

6.5.4 Adoption

In cases of adoption of children of less than five years of age, parental leave will be granted in terms of clauses 6.5.2 and 6.5.3 above, providing the intention to adopt is notified to NZBS immediately following advice from the Department of Social Welfare to the evidence of an approved adoption placement will be provided to NZBS' satisfaction.

6.5.5 Notice to take Parental Leave

Employees intending to take parental leave are required to give at least **one month's 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 may be waived in the case of adoption.

6.5.6 Notice to Return to Work

An employee absent on parental leave is required to give at least one month's notice to NZBS of their intention to return to duty. When returning to work the employee must report to duty not later than the expiry date of such leave.

It is important that employees are advised when they commence parental leave that, if they fail to notify NZBS of their intention to return to work or resign, they will be considered to have abandoned their employment.

6.5.7 Leave

Parental leave is not to be granted as sick leave on pay.

6.5.8 Job protection

6.5.8.1 Subject to 6.5.9 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, grading;
- (ii) At the equivalent weekly hours of duty;

- (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.

6.5.8.2 Where applicable, employees will continue to be awarded increments when their incremental date falls during absence on parental leave.

6.5.9 Key Positions

6.5.9.1 NZBS must, as a first preference, hold the employee's position open or fill it temporarily until the employee's return from parental leave. In the event that the employee's position is a "key position" (as defined in section 41(2) of the Parental Leave and Employment Protection Act 1987), NZBS may fill the position on a permanent basis.

6.5.9.2 Where NZBS 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 6.5.8.1 above) is not available, NZBS 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 on extended parental leave as in 6.5.9.2 (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 will continue on extended parental leave in terms of 6.5.9.2 (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 6.5.9.2 (i), the employee's previous position or a similar position becomes available, then the employee will be entitled to be appointed to that position; or

- (iv) Where extended parental leave in terms of 6.5.9.2 (i) above expires, and no similar position is available for the employee, the employee will be declared surplus under clause 7.4 of this CEA.

6.5.10 Declining Offer of Similar Position

If the employee declines the offer of appointment to the same or similar position in terms of clause 6.5.8, 6.5.8.1 above, parental leave will cease.

6.5.11 Advised or Enforced Reduction in Hours

Where, for the reasons pertaining to the pregnancy, an employee on medical advice and with the consent of NZBS, elects to work reduced hours at any time prior to confinement, then the guaranteed proportion of full-time employment after parental leave will be the same as that immediately prior to such enforcement reduction in hours.

6.5.12 Lump sum payment or top up

- 6.5.12.1 Clauses 6.5.12.2 – 6.5.12.7 shall cease to have effect from the date this collective agreement is ratified, thereafter, clause 6.5.12.8 below shall apply.
- 6.5.12.2 Where an employee, who is entitled to parental leave of up to 12 months, returns to duty before or at the expiration of leave or extended leave and completes a further six months' service, they qualify for a payment equivalent to 30 working days immediately before their ceasing duty.
- 6.5.12.3 Provided that, if both parents or similar are employed in the health service and are eligible for the payment, then they are entitled to one and only one payment, and they may choose (after they have qualified) who will receive it.
- 6.5.12.4 If employment prior to confinement was part-time, however, payment will be based on the percentage that such part-time hours bear to whole time employment.
- 6.5.12.5 Where, for reasons pertaining to the pregnancy, an employee, on medical advice and with the consent of NZBS elects to work reduced hours at any time prior to confinement, then the calculation of the lump sum payment will be based on the proportion of full-time employment immediately prior to any such enforced reduction in hours.
- 6.5.12.6 An employee who is absent on parental leave for less than six weeks (30 working days) will received that proportion of the payment that their absence represented in working days.
- 6.5.12.7 An employee returning from parental leave may request NZBS to vary the proportion of whole time employment from that which applied before the leave was taken. The granting of such a request will be at the discretion of NZBS, that is the principle of job protection cannot be guaranteed. The calculation of the lump sum payment in these circumstances will be based on the proportion of full-time employment that applied before taking leave (excluding any temporary reduction in hours immediately prior to confinement).
- 6.5.12.8 Where an employee takes parental leave under this clause and subject to being entitled to Statutory Paid Parental Leave under Part 7A of the Parental Leave and Employment Protection Act, the employee shall be paid by the employer for a period of fourteen weeks from the commencement of parental leave. The payment shall be calculated at the base rate (pro-rata for part-timers) applicable to the employee for the six weeks immediately prior to the commencement of parental leave and shall be less the parental leave payment received by or payable to the employee from public money under the Parental Leave and Employment Protection Act.

6.5.13 Parental Leave Absence Filled by Temporary Appointee

If a position held open for an employee on parental leave is filled on a temporary basis, NZBS must inform the temporary appointee that their employment will terminate on the return of the employee from parental leave.

6.6 Reappointment after Absence due to Childcare

- 6.6.1 Employees who resign to care for a dependent pre-school child or children may apply to their former employer for preferential appointment to a position which is substantially the same in character and at the same or lower grading as the position previously held.
- 6.6.2 The total period of childcare absence allowed is four years plus any increases in lieu of parental leave. Longer absence renders a person ineligible for preferential appointment.

- 6.6.3 Parental leave is a distinct and separate entitlement from childcare absence. Some women may choose to resign rather than take parental leave. In this case they will be credited with one additional year or six additional months of childcare absence in lieu of each parental leave entitlement. Should a woman resign during the course of parental leave she will similarly be credited with a period of absence in lieu of the remainder of her parental entitlement.
- 6.6.4 An employee may resign more than once for childcare reasons and qualify each time for the preferential re-entry rights provided that the total time away from work does not in aggregate exceed four years.
- 6.6.5 If two persons caring for the same dependent child or children are employees of NZBS are jointly eligible for a total of four years' childcare absence plus any additional periods of absence in lieu of parental leave.
- 6.6.6 Wherever possible notice of intention to return to NZBS' employment should be given upon resignation for childcare reasons. However, those who, for whatever reason, fail to give such notice will not incur any penalty or disadvantage in their application for re-entry.
- 6.6.7 Persons seeking reappointment under childcare provisions must apply to the former employer at least three months before the date on which they wish to resume duties.
- 6.6.8 This application for reappointment must be accompanied by:
- (i) the birth certificate of the pre-school child or children;
 - (ii) a statutory declaration to the effect that the absence has been due to the care of a dependent pre-school child or children, that the four-year maximum has not been exceeded, and that paid employment has not been entered into for more than 15 hours per week. Where paid employment has exceeded 15 hours per week the reappointment is at the Employer's discretion.
- 6.6.9 On receiving an application for preferential appointment, the NZBS, as per the delegated authority policy, will acknowledge receipt of the application and confirm the employee's eligibility for re-entry within 21 days of receipt of such notice. Applicants must be informed at this point that:
- (i) if they are not appointed to a vacancy within three months after the expiry of the notice given in 6.6.7 above the benefits of these provisions lapse; and
 - (ii) they are required to renew notice of intention to work at least one month prior to the intended date of return.
- 6.6.10 The Employer will acknowledge the notice given in 6.6.9 (ii) above at least 14 days prior to the intended date of return informing the applicant as to whether or not a suitable vacancy exists.
- 6.6.11 The Employer will make every effort to find a suitable vacancy for eligible applicants as soon as their eligibility for preferential re-entry is established. Appointment to a position may be made at any time after the original notification of intention to return to work, provided the appointee agrees.

Where:

- (i) the applicant meets the criteria for eligibility; and
- (ii) there exists at the time of notification or becomes available within the period up to two weeks before the intended date of resumption of duties a position which is substantially the same in character and at the same or lower grading as the position previously held; and

- (iii) the applicant has the necessary skills to competently fill the vacancy; then the applicant under these provisions will be appointed in preference to any other applicant for the position.

- 6.6.12 There will be no right of review against the appointment of an applicant under these provisions unless the applicant is appointed to a position at a higher grade than that held at the time of resigning. For the purposes of this clause, a “higher grade” is one whose maximum salary is higher than the current maximum salary of the grade of the previously held position.
- 6.6.13 Should a vacancy deemed suitable by the Employer and offered to an applicant not be acceptable to the applicant, s/he will be afforded access to the Company Bulletin until eligibility for preferential re-entry rights lapses and have the right to apply for advertised vacancies within the board area. These applications must be accompanied by official confirmation of eligibility. Under these circumstances the appointment of the applicant will be treated as a normal appointment of an employee. Normal rights of review (of other applicants) will apply.
- 6.6.14 Where a suitable vacancy is not available, the Employer is required to notify the applicant as soon as possible and no later than 14 days prior to the intended date of resumption of duties.
- 6.6.15 Applicants for preferential re-entry rights do not have a right of review against their non-appointment.
- 6.6.16 Absence for childcare reasons will interrupt service but not break it.
- 6.6.17 The period of absence will not count as service for the purpose of sick leave, annual leave, retiring leave or gratuities, long service leave or any other leave entitlement.

6.7 Jury Service Leave

- 6.7.1 Employees called on for jury service are required to serve. Where the need is urgent, NZBS may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.
- 6.7.2 An employee called on for jury service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee’s off duty hours, the employee may retain the juror’s fees (and expenses paid).
- 6.7.3 Where leave on pay is granted, a certificate is to be given to the employee by NZBS to the effect that the employee has been given granted leave on pay and requesting the Court to complete details of juror’s fees and expenses paid. The employee is to pay the fees received to NZBS but may retain expenses.
- 6.7.4 Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the Court does not require the employee, the employee is to report back to work where this is reasonable and practicable.

6.8 Witness Leave

- 6.8.1 Where an employee is required to be a witness in a matter arising out of his/her employment, he/she will be granted leave on base salary rate. The employee is to pay any fee received to NZBS but may retain expenses.

6.9 Long Service Leave

6.9.1 Eligibility

6.9.1.1 Employees who have completed 10 years' continuous service with the NZBS shall be entitled to a once only two weeks long service leave; and for each subsequent period of 5 years' continuous service, a once only one week of long service leave for each subsequent period of service with NZBS.

Payment for long service leave is based on average weekly earnings and will be based on the employees FTE status at the time of taking the leave.

Explanatory Note:

These provisions replace those in the collective agreement that expired 10 December 2017 which provided four weeks long service leave after 20 years' continuous service.

- An employee, who has previously qualified for long service leave arising from any prior agreement, shall have any long service leave already taken or allocated deducted from any entitlement arising from new clause 6.9.1.1.
- Christchurch employees grand-parented in clause 6.9.1.2 of the collective agreement expiring 10 December 2017 referred to as 'transitional provisions' for Christchurch employees employed prior to the 1st July 2003, shall continue to be covered by that grand-parented clause, and therefore clause 6.9.1.1 will not apply to them, unless the employee advised NZBS before 31 December 2018 that they request the provisions of clause 6.9.1.1 then any long service leave already taken or allocated shall be deducted from any entitlement arising from clause 6.9.1.1.

6.9.1.2 Continuous service may be broken by periods of up to three months but any break in service of longer than three months will exclude the service prior to that break towards the qualifying period for long service leave.

6.9.1.3 For the purposes of this clause continuous service with NZBS means continuous unbroken service with NZBS and its prior blood service predecessors.

6.9.1.4 All periods of casual service and periods of leave without pay in excess of three months, including sick leave taken on any one occasion are not included in the qualifying period.

6.9.1.5 Employees who resign or who are dismissed, will forfeit any long service leave to which they might otherwise be entitled.

6.9.2 Procedures for Taking Long Service Leave

6.9.2.1 Long service leave must be taken in one period except that an employee recalled from leave because of an emergency is entitled to resume leave after the emergency.

6.9.2.2 Long service leave must be taken within five years of qualification and before leaving the organisation or it will be forfeited. The only exceptions to this rule may be as follows.

- (i) Employees who are within two years of qualification for government funded superannuation, when they qualify may, at the discretion of NZBS be paid salary for four weeks' leave at the time of retirement.
- (ii) Employees who are within 5 years of retirement who give notice of resignation may, at the discretion of NZBS, be paid salary for four weeks' leave at the time of their resignation.

- (iii) NZBS may pay salary for four weeks' leave to an employee who retires medically unfit after qualifying for long service leave, but before taking or forfeiting it under these rules.

6.9.2.3 Payment for long service leave is to be on the same basis of average earnings as applies with annual leave. Average earnings are to be assessed on the basis of the calculation year preceding the leave, and paid out at the commencement of the leave.

6.9.2.4 Allowances and other payments which continue during annual leave will be payable during long service leave.

6.9.2.5 Where a public holiday or substituted succeeding day falls during a period of long service leave, the employee is entitled to the holiday which is not to be debited against such leave.

6.9.2.6 Reduced hours or part-time workers are to receive a pro rata reduction of pay, during long service leave.

6.9.3 Deceased employees

6.9.3.1 NZBS may approve a cash payment equivalent to four weeks' salary to the widow, widower or if no surviving spouse exists, to dependent child(ren) or the estate of a deceased employee who had qualified for long service leave but who had neither taken nor forfeited it under these rules.

6.9.3.2 This payment will be in addition to any grant made under the Retirement Gratuity Provisions specified in this agreement.

6.10 Leave to attend meetings of Statutory Boards and Committees

The employer will grant leave on pay to employees attending meetings of boards or committees convened by the Department of Health or the State Services Commission provided that:

- (1) The appointment to the board or committee is by ministerial appointment
- (2) Any remuneration received for the period that paid leave was granted will be paid to the Employer.

6.11 Family Violence Leave

6.11.1 The employer is committed to supporting staff that 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 NZBS Family Violence (or equivalent) policy.

7 GENERAL PROVISIONS

7.1 Retiring Gratuities

- 7.1.1 The Employer may pay a retiring gratuity to staff retiring from NZBS who have had not less than 10 years' service with the NZBS and with District Health Boards (previously referred to as Area Health Board's Hospital Board's Crown Health Enterprises and HHS's).
- 7.1.2 Nothing in this clause will diminish past service recognition which has already been credited to an employee prior to the 1st July 2003.
- 7.1.3 For the purposes of establishing eligibility for a gratuity, total service may be aggregated, whether this be part-time or full-time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.
- 7.1.4 Where part-time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.
- 7.1.5 Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage agreement has been made or who is in a de facto relationship.
- 7.1.6 The calculation of gratuity entitlement will be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation will be deducted.
- 7.1.7 For the purposes of calculating the amount of gratuity that NZBS may pay, the rate of pay on retirement will be the base rate of salary or wages.
- 7.1.8 An employee who is granted leave without pay and who remains in the service of NZBS, will, on retirement, have such leave aggregated with other service for gratuity purposes.
- 7.1.9 Employees eligible for this entitlement will include those who retire due to:
- (i) Retirement
 - (ii) Redundancy
 - (iii) Health
 - (iv) Employees who are within 10 years of the retirement age and do not intend recommencing employment with another employer.

SCALE OF MAXIMUM GRATUITIES	
PERIOD OF TOTAL SERVICE	MAXIMUM GRATUITY
Not less than 10 years and less than 11 years	31 days' pay
Not less than 11 years and less than 12 years	35 days' pay
Not less than 12 years and less than 13 years	39 days' pay
Not less than 13 years and less than 14 years	43 days' pay
Not less than 14 years and less than 15 years	47 days' pay
Not less than 15 years and less than 16 years	51 days' pay
Not less than 16 years and less than 17 years	55 days' pay
Not less than 17 years and less than 18 years	59 days' pay
Not less than 18 years and less than 19 years	63 days' pay
Not less than 19 years and less than 20 years	67 days' pay
Not less than 20 years and less than 21 years	71 days' pay
Not less than 21 years and less than 22 years	75 days' pay
Not less than 22 years and less than 23 years	79 days' pay
Not less than 23 years and less than 24 years	83 days' pay
Not less than 24 years and less than 25 years	87 days' pay
Not less than 25 years and less than 26 years	92 days' pay
Not less than 26 years and less than 27 years	98 days' pay
Not less than 27 years and less than 28 years	104 days' pay
Not less than 28 years and less than 29 years	110 days' pay
Not less than 29 years and less than 30 years	116 days' pay
Not less than 30 years and less than 31 years	123 days' pay
Not less than 31 years and less than 32 years	129 days' pay
Not less than 32 years and less than 33 years	135 days' pay
Not less than 33 years and less than 34 years	141 days' pay
Not less than 34 years and less than 35 years	147 days' pay
Not less than 35 years and less than 36 years	153 days' pay
Not less than 36 years and less than 37 years	159 days' pay
Not less than 37 years and less than 38 years	165 days' pay
Not less than 38 years and less than 39 years	171 days' pay
Not less than 39 years and less than 40 years	177 days' pay
Not less than 40 years	183 days' pay

NOTE: These are consecutive rather than working days.

7.2 Management of Change

7.2.1 Regular consultation between the employer, employees and their employee representatives is desirable on matters of mutual concern and interest. The aim of consultation is to:

- (i) improve decision making;
- (ii) maintain co-operation between the parties;
- (iii) a more harmonious, effective, efficient, safe and productive workplace.

7.2.2 Mechanisms established for this purpose will allow input and recommendations to be made to the Employer, who will consider these recommendations.

7.2.3 The employer agrees that the employees and their representatives will be advised in writing of any review with adequate time to allow for full input, which may result in significant changes to either the structure, staffing or work practices affecting employees including any future introduction of shift work. When the implementation of

decisions arising from any such reviews will result in staff surpluses the procedures under Staff Surplus will be adopted.

- 7.2.4 This clause applies to restructuring as defined in section 69L of the Employment Relations Act 2000. It will apply where New Zealand Blood Service as entered into a contract or arrangement under which its business (or part of its business) is to be undertaken by another person or entity, or where New Zealand Blood Service's business (or part of it) is to be sold or transferred to another person or entity.

In the event of such a restructuring affecting an employee's position, New Zealand Blood Service shall, as soon as is reasonably practicable, taking into account the commercial and confidentiality requirements of the business, commence negotiations with the other party involved in the restructuring ("Other Party") concerning the impact of the restructuring on the affected employee(s).

In those negotiations, New Zealand Blood Service will, subject to any statutory, commercial confidence or privacy issues, provide the Other Party with all information about the employees who will be affected by the restructuring, including all details of their terms and conditions of employment, and it will make all reasonable efforts to ensure that the Other Party offers all affected employees employment on the same or substantially similar terms and conditions of employment that they currently enjoy with New Zealand Blood Service.

In the event that the Other Party does offer the affected employees employment on terms and conditions which are the same or overall no less favourable than their existing terms and conditions including recognition of previous service, then those employees will not be entitled to notice or any redundancy compensation from New Zealand Blood Service, whether or not they accept that offer.

However, if affected employees are not offered employment on terms and conditions which are the same or substantially similar then New Zealand Blood Service will consult with those employees regarding whether there are any suitable alternative positions available for them. If no alternatives can be identified, then New Zealand Blood Service will advise the affected employees of their entitlement to notice and redundancy compensation as per clause 7.4.10 of this Agreement.

Nothing in this clause will impact on the employers existing obligation to provide employees with access to relevant information before any decision is made which may have an adverse effect on their continuation of employment.

7.3 Employee Representatives

- 7.3.1 The employer accepts that workplace representatives are the recognised channels of communication between the employee organisation and the employer in the workplace.
- 7.3.2 Paid time off will be allowed for recognised workplace representatives to attend meetings with management, consult with employees covered by the CEA and other recognised workplace representatives and employee organisation officials. The purpose will be to consult and discuss the issues addressed in this clause and clause 7.4 of this Agreement, specifically, management of change, staff surplus, effectiveness studies and options for resolving staff surplus.
- 7.3.3 Prior approval for such meetings will be obtained from the Employer and such approval will not be unreasonably withheld.
- 7.3.4 The amount of time off and facilities provided will be sufficient to allow full consideration of these issues addressed by this clause.

7.4 Staff Surplus

When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant, (or like cause), the employer requires a reduction in the number of employees, or, employees can no longer be employed in their current position, at their current grade or work location, (i.e. the terms of appointment to their present position), then the options in subclause 7.4.2 below will be invoked and decided on a case by case basis in accordance with this clause.

7.4.1 Notification of a Staffing Surplus

7.4.1.1 Notification of a staffing surplus will be advised to the affected employees and their representatives at least one month prior to the date of giving notice of severance or enhanced early retirement to any affected employee. This date may be varied by agreement between the parties. During this period, the employer and employee, who can elect to involve their representative, will meet to agree on the options appropriate to the circumstances. Where employees are to be relocated, at least three months' notice will be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee and the employer where the circumstances warrant it (and agreement will not be unreasonably withheld).

The following information will be made available to the employee representatives in respect of affected employees they represent:

- a) the location/s of proposed surplus.
- b) the total number of proposed surplus employees.
- c) the date by which the surplus needs to be discharged.
- d) the positions, grading, names and ages of the affected employees.
- e) availability of alternative positions in NZBS.

On request the employee representative will be supplied with relevant additional information where available.

7.4.2 Options

7.4.2.1 The following are the options to be applied in staff surplus situations:

- a) Reconfirmed in position.
- b) Attrition.
- c) Redeployment.
- d) Leave without pay.
- e) Enhanced early retirement.
- f) Retraining.
- g) Severance.

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in subclause 7.4.10 will be applied as a package.

7.4.3 Reconfirmed In Position

Where a position is to be transferred into a new structure in the same location and grade, where there is one clear candidate for the position, the employee is to be confirmed in it. Where there is more than one clear candidate the position will be advertised with appointment made as per normal appointment procedures.

7.4.4 Attrition

Attrition means that as people leave their jobs because they retire, resign, transfer, die or are promoted then they may not be replaced. In addition, or alternatively, there may be a partial or complete freeze on recruiting new employees or on promotions.

7.4.5 Redeployment

7.4.5.1 Employees may be redeployed to a new job at the same or lower salary in the same or new location.

7.4.5.2 Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee at the rate paid in the old job at the time of redeployment. The salary can be preserved in the following ways:

- (i) a lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
- (ii) an ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).

7.4.5.3 Where the new job is within the same local area and extra travelling costs are involved, actual additional travelling expenses by public transport will be reimbursed for up to 12 months.

7.4.5.4 The redeployment may involve employees undertaking some on-the-job training.

7.4.6 Leave without Pay

Special leave without pay may be granted within a defined period without automatic right of re-engagement. This provision does not include parental or sick leave.

7.4.7 Retraining

7.4.7.1 Where a skill shortage is identified, the Employer may offer a surplus employee retraining to meet that skill shortage with financial assistance up to the maintenance of full salary plus appropriate training expenses.

7.4.7.2 It may not be practical to offer retraining to some employees identified as surplus. NZBS needs to make decisions on the basis of cost, the availability of appropriate training schemes and the suitability of individuals for retraining.

7.4.7.3 If an employee is redeployed to a position which is similar to his or her previous one, any retraining may be minimal, taking the form of "on the job" training such as induction or in service education.

7.4.7.4 Where an employee is deployed to a new occupation or a dissimilar position NZBS should consider such forms of retraining as in-service education, block courses or night courses at a technical institute, nursing bridging programmes, etc.

7.4.8 Technical Redundancy

7.4.8.1 Where an employee's employment is being terminated by the Employer by reason of the sale or transfer of the whole or part of the employer's business, nothing in this

agreement will 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 –
 - (i) has offered the employee employment in the business or the part being sold or transferred; and
 - (ii) has agreed to treat service with the board as if it were service with that person and as if it were continuous; 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 the same as, or are no less favourable than, the employee's conditions of employment, including:
 - (i) any service related conditions; and
 - (ii) any conditions relating to redundancy; and
 - (iii) any conditions relating to superannuation; under the employment being terminated; and
- c) The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either:
 - (i) in the same capacity as that in which the employee was employed by the board; or
 - (ii) in any capacity that the employee is willing to accept.

7.4.9 Enhanced Early Retirement

7.4.9.1 Employees are eligible if they are within 10 years of qualifying for Government Superannuation and have a minimum of ten years' total aggregated service with the NZBS and the District Health Boards (previously referred to as Area Health Board's Hospital Board's Crown Health Enterprises and HHS's).

7.4.9.2 Nothing in this clause will diminish past service recognition which has already been credited to an employee prior to the 1st July 2003.

7.4.9.3 The provisions of Clause 7.1 (Retiring Gratuities) will apply and in addition the employee will receive the severance payment as set out below in 7.4.10.1.

7.4.9.4 Eligibility excludes any service with any of the District Health Boards which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the District Health Boards.

7.4.10 Severance

7.4.10.1 Payment will be made in accordance with the following:

For Auckland, Wellington

"Service" for the purposes of this clause means total aggregated service with the NZBS and the District Health Boards (previously referred to as Area Health Board's Hospital Board's Crown Health Enterprises and HHS's) but excludes any service which has been taken into account for the purposes of calculating any entitlement to

a redundancy/severance/early retirement or similar payment. Nothing in this clause will diminish past service recognition which has already been credited to an employee prior to the 1st July 2003.

For Palmerston North, Waikato, Christchurch, Dunedin

"Service" for the purposes of this clause means total aggregated service with the NZBS but excludes any service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment. Nothing in this clause will diminish past service recognition which has already been credited to an employee prior to the 1st July 2003.

- (i) **4 weeks' notice** or payment in lieu of notice. Payment will only be made where the requisite notice cannot be given.
- (ii) **6 weeks** for the first 12 months, or part thereof for employees with less than 12 months' service; and
- (iii) **2 weeks** for each year thereafter, or pro rata for a part year, up to a maximum of 20 years

NB: The total amount paid to employees under this provision will not exceed the base salary the employee would have received between their cessation and the date of their eligibility for Government Superannuation.

7.4.10.2 If the employee has ten or more years' service, the full retiring gratuity as set out in the scale contained in clause 7.1 will be paid.

7.4.10.3 If the provisions of Clause 7.1 (Retiring Gratuities) do not apply and the employee has had not less than eight years' service but less than ten years' service, the employee shall be entitled to two week's base salary (T1 rate only).

7.4.10.4 Alternatively, if the provisions of Clause 7.1 (Retiring Gratuities) do not apply and the employee has had not less than five years' service but less than eight years' service, the employee shall be entitled to one week's base salary (T1 rate only).

7.4.10.5 No employee will be entitled to severance compensation if that employee is a temporary employee or is retiring.

7.4.10.6 Outstanding annual leave and long service leave may be separately cashed up.

7.4.11 Job search

The Employer should assist surplus staff to find alternative employment by allowing them a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the Employer being notified of the time and location of the interview before the employee is released to attend it.

7.4.12 Counselling

Counselling for affected employees and family will be made available as necessary.

7.5 Uniforms and Protective Clothing

7.5.1 This clause will apply to all employees whose role requires that they wear a uniform and or meet an acceptable standard of appearance:

- a) Should NZBS consider a change to the agreed dress code they shall consult with the parties to the collective agreement prior to implementing any change.

7.5.2 Where NZBS requires an employee to wear a particular uniform this will be supplied free of charge but will remain the property of the Board. Suitable protective clothing

will be provided at the Board's expense where the duty involves the risk of excessive soiling or damage to uniforms or personal clothing.

- 7.5.3 In the case of an employee who is employed part-time, a proportionate part of those allowances will be paid as applicable.
- 7.5.4 Employees required to wear a uniform will, when on duty, wear shoes which must fully enclose the foot, be of water resistant material and low heeled with non-slip soles. Some employees predominately drivers and in stores may alternatively be required to wear approved safety shoes.
- 7.5.5 Damage to personal clothing – An employee may, at NZBS' discretion, be compensated for damage to personal clothing worn on duty, or reimbursed dry-cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling did not occur as a result of the employee's negligence or failure to wear the protective clothing provided. Each case will be determined on its merits by NZBS.

7.6 Harassment

- 7.6.1 The parties to this agreement agree that harassment is unacceptable and will not be condoned in the workplace. Harassment is unsolicited verbal or physical conduct in relation to sex, gender, ethnic origin, religion, sexual orientation, family status, age or disability.
- 7.6.2 Some types of behaviour constituting harassment and where it may occur are listed below:

Type of behaviour:

- Sexual harassment;
- Jibes or abuse;
- Offensive gestures or comments;
- Unwanted and deliberate physical contact;
- Requests for sexual intercourse, including implied or overt promises for preferential treatment or threats concerning present or future employment status; and
- Display of offensive material.

Where it may occur:

- among co-employees;
- in dealing with members of the public.

- 7.6.3 Care will be taken during the investigation of any complaint of sexual harassment and afterwards to prevent any disadvantage to the complainant. Care will also be taken to protect the position of other parties if the complaint is found to be unwarranted.

Sexual harassment complaints will be taken seriously and handled with sensitivity and impartiality. Guidelines for supervisors/complainants are available through Human Resources.

7.7 Health and Safety

- 7.7.1 The Employer will comply with the provisions of the Health & Safety at Work Act 2015 concerning safety, health and welfare matters. The parties to this agreement agree that Employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of Employees will be taken.
- 7.7.2 It will be the responsibility of the Employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.
- 7.7.3 It will be the responsibility of every Employee covered by this agreement to work safely and to report any hazards, accidents or injuries as soon as practicable to her/his supervisor.
- 7.7.4 It is a condition of employment that safety equipment and clothing required by the Employer to be worn or used by the Employee must be worn or used and that safe working practices must be observed at all times.
- 7.7.5 In accordance with NZBS Health and Safety policy and the Health & Safety at Work Act 2015, the employer will have effective practices and systems in place to ensure there is a reasonable opportunity for employees and NZNO to participate effectively in improving health and safety in the workplace.

Attention is also drawn to the Employers policies and procedures on health and safety.

7.8 Accidents

7.8.1 Transport of injured employees

Where the accident is work-related and the injury sustained by the employee necessitates immediate removal to a hospital, or to a medical practitioner for medical attention and then to their residence or a hospital, or to their residence, (medical attention away from the residence not being required).

NZBS is to provide or arrange for the necessary transport, pay all reasonable expenses for meals and lodging incurred by or on behalf of the employee during the period s/he is transported, and claim reimbursement from ACC.

7.9 Termination of Employment

- 7.9.1 Employees will be given at least one month's notice of termination of employment and will give one month's notice of resignation. This period of notice may be varied by agreement between the employer and employee. However, in an instance where the appropriate notice has not been given or agreement reached on a lesser period of notice, the balance of the notice period will either be forfeited by the employee or paid by the employer.

7.10 Reimbursement of Expenses on Employer Business

- 7.10.1 Employees instructed by NZBS to use their private motor vehicle on business will be paid a motor vehicle allowance in terms of the agreed formula as promulgated from time to time by the Inland Revenue Department.

- 7.10.2 When employees are instructed to leave and return to their normal place of work on the same day on NZBS business or temporary work elsewhere, they will be reimbursed for actual and reasonable expenses.
- 7.10.3 In all other circumstances with the prior approval of NZBS actual and reasonable expenses will be reimbursed, those expenses being incurred while on business of NZBS.

7.11 Payment of Wages

- 7.11.1 Wages will be paid by lodgement at a bank to the credit of an account standing in the name of the employee, and with the written consent of the employee.
- 7.11.2 All wages will be paid immediately following the dismissal of an employee, and when the employee leaves of her/his own accord she/he will be paid on the final day of her/his employment.

7.12 Continuing Education

- 7.12.1 In addition to compulsory compliance education, provided by NZBS, employees may be granted paid leave and/or expenses to attend courses/conferences which reflect the NZBS service requirements and enhance the professional knowledge and skills of the employee.
- (i) An employee shall receive a one off of 2 days' study leave to complete portfolios required for their regulatory bodies i.e. NZ Nursing Council and Medical Laboratory Science Board.
 - (ii) An employee may request up to 2 days paid study leave in a calendar year for the purpose of developing and maintaining their Professional Development Recognition Programme (PDRP) portfolio.

Leave shall be paid for at the employee's ordinary time rate and pro rata for employees who work less than three days a week.

7.13 Professional Development & Recognition Programme (PDRP)

Movement to the Expert, Accomplished or Proficient steps, as appropriate, is in accordance with the NZBS PDRP.

In recognition of the importance of increasing the number of expert / accomplished and proficient Nurses and Qualified Donor Technicians, an employee who reaches the following levels on the PDRP will receive a pro-rated allowance as long as the employee maintains that level of practice.

All levels of practice allowances shall be added to the base rate of pay and be payable on all hours worked, and shall attract penal rates and overtime. The allowances are not cumulative and relate only to the level that the employee is practicing at.

Effective **01/09/2015** the rates of allowances are as follows:

RN Expert Level	\$4,500 p.a.
RN Proficient Level	\$3,000 p.a.
EN Accomplished Level	\$4,500 p.a.
EN Proficient Level	\$3,000 p.a.
QDT Accomplished Level	\$4,500 p.a.
QDT Proficient Level	\$3,000 p.a.

All Registered Nurses and Enrolled Nurses and Qualified Donor Technicians will be able to progress within the appropriate pathway, with all Registered Nurses and Enrolled Nurses and Qualified Donor Technicians required to demonstrate a competent level of practice.

Achievement of proficient and expert (RNs) and accomplished and proficient (ENs and QDTs) is voluntary.

NZBS will put processes in place to ensure its programmes are as consistent as practicable with the ongoing national consistency of PDRPs and transportability of recognition in the New Zealand health sector.

All PDRPs will be aligned to the “National Framework to Nursing Professional Development and Recognition Programmes”, Nursing Council NZ and HPCA Act requirements.

Notes:

(i). Senior Nurses may participate in the PDRP programme, no PDRP allowance is attributed. Designated Senior Nurse placement on and progression through the salary scales is not dependent on PDRP.

7.14 Public Debate and Dialogue

- 7.14.1 In recognition of the rights and interests of the public in the health service employees reserve the right to enter into public debate over matters relevant to their professional expertise and experience.
- 7.14.2 Where such debate could be in conflict with the Privacy Act and codes or the interests of NZBS, the employee will discuss the matter first with the appropriate Area Manager.
- 7.14.3 Without the prior agreement with the relevant Area Manager the employee may not speak on behalf of, or be perceived as being a spokesperson for NZBS.

7.15 Protection from Liability

- 7.15.1 NZBS undertakes to indemnify employees against actions taken against them by persons suffering damage as a result of acts or omissions of the employee while acting in the course of his or her employment.
- 7.15.2 Indemnity or legal representation will not apply to employees acting outside the course and scope of NZBS employment.

8 PROVISIONS RELATING TO THE EMPLOYEE ORGANISATION

8.1 Consultative Process

The purpose of this clause is to provide the framework that will enable improved communication in the decision-making process in the workplace. This clause is not intended to remove the responsibility and accountability of managers throughout NZBS to make decisions.

8.1.1 Responsibilities of the Parties

The Parties to this agreement have responsibility to:

- a) Share and provide timely and sufficient information to enable substantive input into the decision-making process.
- b) Employ a problem solving approach to issues.
- c) Develop and reach agreed recommendations where possible.
- d) Fully consider and accommodate where possible the views and submissions of the other parties to this agreement.
- e) To introduce any new matters that arise during the term of the Collective Employment Agreement (CEA) by way of the consultative process as defined in this clause.

8.1.2 Consultative Committees

8.1.2.1 It is recognised by the parties that in order to achieve the objectives above and the principals contained at the beginning of this agreement, proper and direct lines of communication are required.

8.1.2.2 To achieve this, a consultative committee will be set up between the Union, the management and the employees covered by this agreement consisting of representatives of all parties. Further consultative mechanisms may be set up where the need is identified and agreed by this committee.

8.1.2.3 In general, the purpose of this consultative committee will be to:

- (i) inform of future plans and to share information
- (ii) encourage and facilitate employee participation
- (iii) provide a forum for improved employee and union input into the decision-making process

8.1.2.4 The committee will discuss issues that are likely to affect employees across the whole organisation. Any parties to this Agreement may refer issues to the Consultative Committee. Specifically, NZBS and NZNO will agree within six months of the commencement of this CEA and determine the composite, process and priorities for this group.

8.1.2.5 Paid time off (and mileage reimbursement when NZBS transport is not available) and any reasonable expenses will be granted to representatives to attend meetings.

Adjustment to workloads will be granted to representatives to attend meetings where possible.

8.2 Deduction of Employees Organisation Fees

8.2.1 NZBS may deduct employee representative fees from the wages/salaries of employees when authorised in writing by members. NZBS will be authorised to retain an administration fee of 2.5%, subject to providing the employee representative, on a quarterly basis, lists of employees covered by this agreement specifying, also, occupations and workplaces.

8.3 Attendance at NZNO Seminars

8.3.1 Leave on ordinary pay is only to be granted for attendance at a national seminar organised by the New Zealand Nurses' Organisation or one of the national interest groups of that body. Attendance at regional or local seminars does not qualify for leave on pay.

8.3.2 Travel and accommodation expenses are the responsibility of the individual attending the seminar.

8.3.3 In all cases, granting of leave on ordinary pay is to be at the discretion and convenience of the employer and will not exceed 40 days per year in total paid leave by the employer for employees covered by this agreement.

8.3.4 Applications for such leave must be received by the employer at least 21 days prior to the taking of such leave.

8.4 Union Meetings

The provisions of this clause shall be inclusive of any legislative entitlement to paid union meetings.

8.4.1 Union members will be entitled to up to a total of 4 hours leave per year (a year being the period beginning on the 1st day of January and ending on the following 31st day of December) on ordinary pay to attend meetings authorised by the union providing the following conditions are fulfilled.

8.4.2 The union will give the employer at least 14 days' notice of the date and time of any union meeting to which subsection (1) of this section is to apply.

8.4.3 The union will make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.

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

8.4.5 Only union members who actually attend a union meeting will be entitled to pay in respect of that meeting and to that end the union will supply the employer with a list of members who attended and will advise the employer of the time the meeting finished.

8.5 Attendance at NZ Nursing Council

8.5.1 The employer will grant leave on pay to employees attending formal meetings of the New Zealand Nursing Council.

8.6 Employee Representative Right of Entry

8.6.1 In accordance with clauses 20 – 25 of the ERA 2000:

8.6.1.1 The union, with the consent of the employer (which consent will not be unreasonably withheld), be entitled to enter the premises at all reasonable times for the purpose of interviewing any employees or enforcing this agreement, including access to wages and time records, but not so as to interfere unreasonably with the employer’s business.

8.7 Employment Relations Leave

(i) The Employer shall grant leave on pay for employee’s party to this collective agreement to attend courses authorised by NZNO and approved by NZBS to facilitate the employee’s education and training as employee representatives in the workplace.

FTE eligible employees as at 1 March each year.	Maximum number of days of employment relations education leave that we are entitled to allocate as a union.
1 – 5	3
6 – 50	5
51 – 280	1 day for every 8 FTE eligible employees or part of that number
281 or more	35 days plus 5 days for every 100 FTE eligible employees or part of that number that exceeds 280

(ii) For the purposes of this clause, calculating the number of full-time equivalent eligible employees employed by an employer – an eligible employee who normally works 30 hours or more during a week is to be counted as 1; an eligible employee who normally works less than 30 hours during a week is to be counted as one-half.

(iii) The NZNO shall send a copy of the programme for the course and the name of employees attending at least 14 consecutive days prior to the course commencing.

(iv) The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.

(v) The provision of Part 7 of the Employment Relations Act 2000 shall apply where any provision or entitlement is not provided for, or is greater than specified in the clauses above.

8.8 Superannuation

- 8.8.1 The employer agrees to make available to employee's promotional material on the Industry Retirement and Insurance Scheme (IRIS).
- 8.8.2 The employer will make deductions from the employee's fortnightly salary as requested by the employee in writing from time to time, to the Scheme (IRIS), at no cost to the employee or the scheme.

PROVISIONS RELATING TO DISPUTES AND PERSONAL GRIEVANCES

8.8.3 The settlement of personal grievances and disputes will be in accordance with Part 9 of the Employment Relations Act 2000.

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

(a) An employment relationship problem includes:

- (i) a personal grievance
- (ii) 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:

- (i) has been unjustifiably dismissed; or
- (ii) has had their employment, or their conditions of employment affected to their disadvantage by some unjustifiable action by the employer; or
- (iii) has been sexually harassed in their employment; or
- (iv) has been racially harassed in their employment; or
- (v) has been subjected to duress in their employment in relation to membership or non-membership of a union
- (vi) has been discriminated against in their employment

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

8.8.5 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 notice of the employee, whichever is later.

8.8.6 We can save time and help preserve our working relationship by solving our own problems as far as possible.

8.8.7 The following are suggestions for what you might do if you think there is a problem, and what help is available.

1. Clarify what the problem is from your point of view

8.8.8 Make sure there really is a problem. Check your facts and make sure you have not assumed or misunderstood something.

8.8.9 You might discuss the apparent problem with family or friends or advisers, and find out what the law is and/or what our employment agreement says. You can:

- Contact Employment Relations Infoline
 - call free 0800 800 863
 - visit the web site at employment.govt.nz
- Get pamphlets/fact sheets from Employment Relations Service offices
- Talk to your union, a lawyer, community law office or industrial relations consultant.

2. Talk to each other

8.8.10 We should discuss the problem, either directly or through our representatives. You may bring a friend, relative or colleague to support you in the discussion. We should make sure that we discuss the facts so that we can clear up any assumptions or misunderstandings.

3. *What are the next steps?*

8.8.11 If we have not resolved the problem by talking to each other, one or both of us can do some or all of the following things:

- We can contact Employment Relations Infoline, who may provide information and/or refer us to mediation.
- We can participate in mediation provided by the Employment Relations Service (or we can agree to get our own mediator).
- If we reach agreement, a mediator provided by the Employment Relations Service can sign the agreed settlement, and that will bind us.
- We can choose to have the mediator provided by the Employment Relations Service decide the matter for us, and if so, that decision will be binding on us.
- If mediation does not resolve the problem, either or both of us can take the problem to the Employment Relations Authority for investigation.
- The Employment Relations Authority may direct us to mediation if it thinks that will still be useful.
- The Authority can investigate and make a determination about the problem.
- If one or both of us is/are dissatisfied with the determination of the Authority, we can take the problem to the Employment Court for a judicial hearing. (The Court may also tell us to go back and have more mediation).

Note that if the problem is a personal grievance, then the employee must raise it with the employer within 90 days after the action complained of, or the date the employee became aware of it, unless there are exceptional circumstances. (A personal grievance may arise where an employee believes he or she has been unfairly treated or unjustifiably dismissed).

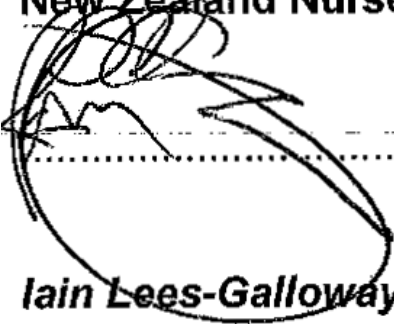
This Agreement is agreed between the parties and the signatories confirm that they have authority to sign this Agreement on behalf of the appropriate parties.

For: **New Zealand Blood and Organ Service**



Sam Cliffe, Chief Executive Officer

New Zealand Nurses Organisation



Iain Lees-Galloway, Associate Industrial Services Manager