



**RIVER RIDGE EAST BIRTH
CENTRE LIMITED**

and

**WATERFORD BIRTH CENTRE
LIMITED**

and

MERAS

**Multi-Employer Collective
Agreement**

1 October 2019 to 30 September 2022

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1. **PARTIES**

The parties to this Collective Agreement are:

River Ridge East Birth Centre Limited ("the employer"
or "River Ridge East")

and

Waterford Birth Centre Limited ("the employer"
or "Waterford")

and

Midwifery Employee Representation and Advisory Services
("MERAS"
or "the Union")

2. **TERM OF THIS AGREEMENT AND PAY/ALLOWANCE ADJUSTMENTS**

2.1 This Agreement shall operate from 1 October 2019 and shall expire on 30 September 2022.

2.2 **Pay/Allowance Adjustments:**

Wages and allowances will increase by 3.0% at 1 October 2019, 3.3% at 1 October 2020 and 3.5% at 1 October 2021.

An increase to "printed rates", as specified in clause 11 by the above amounts.

2.3 **No Automatic Pass-On to Non-members**

Pursuant to section 59 of the Employment Relations Act 2004, employees who are not members of the union and whose work comes within the coverage of the Collective Agreement, shall not automatically receive the terms and conditions bargained for in the Collective Agreement.

2.4 "Relevant Daily Pay" ("RDP") shall be consistent with Clause 9 of the Holidays Act 2003 this being:

Either;

(1) The amount of pay that the employee would have received had they been at work on the day concerned (in the case of rostered shift worker, who is sick or bereaved, this will be the hours that they were rostered to work on that day).

Or, if this cannot be determined, the employee will be paid:

- (2) The total pay (excepting any pay that may have been added by virtue of section 50 (1) (a) - which relates to the requirement to pay time and a half for working on a Public Holiday) earned by the employee in the four (4) week period immediately preceding the pay period in which the leave day falls, divided by the total number of days worked by the employee during that four (4) week period.

The above calculations shall apply to alternative days, sick and bereavement leave or unworked Public Holidays, where an entitlement for payment exists.

3. INTENT OF THIS AGREEMENT

- 3.1 The parties to this Agreement agree that they have a common interest in working together to ensure the successful and profitable operation of River Ridge East and Waterford.
- 3.2 The parties acknowledge a commitment to deal with each other in good faith in all aspects of their employment relationship. In order to uphold this ideal, the parties, and the employees covered by this Agreement, agree to develop and maintain an employment relationship based upon mutual trust and co-operation.

4. COVERAGE

- 4.1 This Collective Agreement is made under the Employment Relations Act 2000, and shall apply to those employees who are employed by River Ridge East Birth Centre Ltd or Waterford Birth Centre Ltd as staff midwives, and who are or become members of MERAS.
- 4.2 The parties agree that an employee who is engaged between the date this Agreement comes into effect and the expiry date, who is a member of the union, and who comes within the coverage clause shall immediately be entitled to the benefits, and be bound by this Agreement.
- 4.3 **New Employees:**
The parties agree that a new employee engaged between the date this Agreement comes into effect and the expiry date, who is not a member of the union, and who is covered by the coverage clause will be informed of the following:
- (a) That there is a Collective Agreement in place and they are given a copy of this;
 - (b) That they may join MERAS, which is a party to this Collective Agreement;
 - (c) How to contact the union;
 - (d) That they will be bound by the Collective Agreement, if they join the union;

- (e) That in any case, they will be offered the terms and conditions of the collective agreement, and will have 30 days to decide if they wish to join the union or not;
- (f) That, after 30 days, if they decide not to join the union, their terms and conditions may be renegotiated at that time;
- (g) That the union will be informed as soon as practicable that the new employee has entered into an individual agreement with the employer, provided that the new employee agrees to the employer doing so.

5. APPLICATION OF THIS AGREEMENT

- 5.1 This Agreement replaces any previous agreement, understanding or arrangement between the parties, whether written or verbal, express or implied, prior to the date of application of this agreement.
- 5.2 Other than as expressly provided for in this Agreement, or agreed to in negotiations for this agreement, nothing in this Agreement shall operate so as to reduce the wages and conditions of employment applying to an employee employed at the date of this Agreement coming into force.

6. CATEGORIES OF EMPLOYMENT

6.1 Full time engagement

A full-time employee shall be employed as rostered and shall be required to be available for the number of hours agreed at the time of appointment, being not less than two hundred and sixteen (216) hours per six (6) week period (18 x 12 hour shifts), unless as otherwise agreed by separate arrangement, and noted on the roster.

6.2 Part time engagement

A part-time employee shall be employed as rostered, and shall be required to be available for the minimum number of hours agreed to at the time of appointment, being up to two hundred and sixteen (216) hours per six (6) week period, unless as otherwise agreed by separate arrangement, and noted in the roster.

6.3 Casual engagement

- (a) A casual employee is a non-permanent employee employed on an "as and when required" basis for the sole purpose of replacing an absent staff member who is on leave or is sick, or to cover for unplanned short term increases in workload. The employer gives no guarantee of regular hours, or of on-going employment.
- (b) Due to the nature of casual employment, the following clauses, subject to exceptions in accordance with the Holidays Act 2003, shall not apply to a casual employee: 13, except 13.4 and

13.5 and 13.6 (Public Holidays); 14. (Annual Holidays); 15 (Sick Leave and Bereavement Leave); 16. (Other Leave); 17. (Jury Service); 21. (Probationary Period); 25.2 (Redundancy) and 29. (Education and Training).

6.4 Fixed Term engagement

- (a) Fixed term agreements should only be used to cover specific situations of a temporary nature, for example, to fill a position where the incumbent is on approved leave or parental leave, or where there is a specified task of a finite duration to be performed.
- (b) Fixed term employment agreements must not be used to deny staff security of employment. Fixed term agreements may be used to cover situations of a finite nature.
- (c) Fixed term employment agreements may be for either full-time or part-time work.
- (d) The employer will advise an employee of how or when the fixed term employment will end, and the reasons for such termination.
- (e) Where an employee is subsequently employed into a permanent position, any previous service gained as a fixed term employee shall be credited towards service-related entitlements.

7. DUTIES AND LOCATION OF WORK

- 7.1 An employee agrees to carry out his/her duties competently, conscientiously and courteously to the employer's standards and protocols in order to achieve the expected outputs and outcomes of the facility, including successfully participating in all required training programmes.
- 7.2 The employee's place of work shall be advised in his/her Letter of Appointment.

8. ROSTERS/HOURS OF WORK

- 8.1 The employer, or the employer's representative, shall maintain and publish a roster of the working hours of each employee, which shall be accessible to the employees.
- 8.2 The parties to this Agreement agree that the roster shall be flexible and self-managing. In a situation where the self-managing roster cannot be maintained, the employer shall consult with the affected employees to determine acceptable arrangements for an alternative roster system.
- 8.3 Where consultation with the affected employees or voluntary changes fail, one week's notice in writing shall be given by the employer to the affected employees of the changed roster.

- 8.4 The roster shall be averaged over 6 weeks
- 8.5 Due to the flexible and self-managing nature of the shift roster, if an employee is requesting a change of shift, it is that employee's responsibility to find a replacement, and to obtain the prior approval of management for such. Unless otherwise agreed by management, the replacement must be a permanent employee covered by this Agreement.
Except in cases of sickness or accident, an employee is required to work the rostered shift if they are unable to find a replacement.
- 8.6 Subject to sub-clause 8.5, an employee who is rostered to work a 12-hour shift may share a shift with another employee, provided that the principle of continuity of care is met, and the employee works a minimum of six hours in that shift. However, the employer may, in exceptional circumstances only, allow an employee to work less than 6 hours on a shift.
- 8.7 If the employer is considering reallocating additional casual hours on a permanent basis, this will be discussed with the MERAS representative in the first instance. The parties agree that it is desirable, where practicable, that any additional permanent hours be offered to current employees.
- 8.8 Employees shall be paid for 15 minutes for handover at 7am and 7pm. Where handover continues past the 15 minutes allocated for handover due to interruptions or unusually complex cases, employees shall be paid in 15-minute blocks on the rate they were being paid for their previous shift, i.e. an employee on day shift who continues beyond 7.15pm due to longer handover shall be paid the ordinary week-day rate.

9. MEAL INTERVALS AND REST PERIODS

- 9.1 An unpaid meal break not exceeding thirty (30) minutes may be taken after completing not more than five and one half (5 1/2) hours work.
- 9.2 A paid rest break of fifteen (15) minutes may be taken during every four and one half (4 1/2) hours worked.
- 9.3 Where the facility requires an employee to continue work uninterrupted, or to be available at all times, meal breaks will be included in the hours of work, and paid at the applicable rate. In addition, the employer will provide a meal.

10. REMUNERATION

- 10.1 An employee shall be paid each fortnight by lodgment at a bank to the credit of an account, or joint account, standing in the name of the employee, no later than Thursday in the week of payment.

- 10.2 Each employee's wages will be calculated based on the hours signed for on the timesheet for each day worked during the payment period. The employer shall have the right to withhold payment to an employee where a timesheet is unsigned or where the amount of work claimed to have been worked is in dispute.
- 10.3 Each employee shall be supplied with a statement showing details of their earnings, any deductions and current annual leave and sick leave entitlements.
- 10.4 Deductions from Wages/Salary and/or Final Pay

Deductions, in accordance with the Wages Protection Act 1983, may be made from an employee's wages/salary and/or final pay in the following circumstances following consultation with the employee:

- (a) Where applicable, for time lost by sickness, accident or the employee's default and for leave without pay which has been agreed between the parties.
- (b) By agreement between the employer and an employee;
- (c) As otherwise provided by this agreement;
- (d) From final pay for any unreturned protective clothing, equipment, or any other property, or any debt (reasonably) believed by the employer to be owing to the employer.
- (e) **Overpayment of Wages** - In the event of an overpayment of wages, the employer may recover the amount of overpayment provided the employee is given: written notification of the intention to recover the overpayment, the repayment amount to be recovered, and a full explanation of the reasons for the overpayment.

10.5 Final Pay

- 10.5.1 At termination of employment, an employee's final pay will be calculated, pursuant to statutory requirements, by including any outstanding wages, holidays and allowances, less any taxation and/or ACC employee contributions due on any of the above, and any other authorised deductions.
- 10.5.2 An employee's final pay will be paid in the normal pay period, applicable to the employee, following termination of employment.

11. **RATES OF PAY**

<u>Staff Midwives</u>	<i>3.0% increase Rates at 01/10/2019</i>	<i>3.3% increase Rates at 01/10/2020</i>	<i>3.5% increase Rates at 01/10/2021</i>
A staff midwife who works a day shift (from 0700 to 1900) Monday to Friday. This rate of pay shall be called the <u>ordinary week-day rate</u> .	\$34.93	\$36.08	\$37.34
A staff midwife who works a night shift from Sunday 2400 hours to Monday 0700 hours, Tuesday to Thursday from 1900 hours to 0700 hours, and Fridays 1900 hours to 2400 hours. This rate of pay shall be called the <u>night shift rate</u> .	\$43.18	\$44.58	\$46.14
A staff midwife who works a weekend day shift (from 0700 to 1900) Saturday and Sunday. This rate of pay shall be called the <u>weekend day shift rate</u> .	\$41.88	\$43.26	\$44.78
A staff midwife who works a weekend night shift, from Friday 2400 hours to Saturday 0700 hours, Saturday 1900 hours to Sunday 0700 hours, and Sunday 1900 hours to Sunday 2400 hours. This rate of pay shall be called the <u>weekend night shift rate</u> .	\$44.85	\$46.33	\$47.85

The pay rates above include the handover time required for each shift.

12. **ON CALL AND CALL BACK**

12.1 Where an employee agrees, he/she may, according to the guidelines set out in **Appendix 1**, be placed on call, on an "as needs" basis, to be determined by the duty midwife.

12.2 Whilst an employee is on call, he/she shall be paid an on-call payment of

\$5.15 effective 1 October 2019	\$5.32 effective 1 October 2020	\$5.51 effective 1 October 2021
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12.3 Midwives Call Back Allowance

An employee who is on call, and is called back to work, shall be paid:

- (a) At the applicable rate for the hours actually worked; and
- (b) A one-off additional payment per call back of:

\$30.90 effective 1 October 2019	\$31.92 effective 1 October 2020	\$33.04 effective 1 October 2021
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- (c) A minimum of 3 hours per call-back; and
- (d) The one-off payment to be paid for a call back occurring after handover.

12.4 On-Call Employees' Entitlement to Alternative day

For clarification purposes; An employee who is On Call shall not be deemed to be working unless they are "Called In" on the day of the Public Holiday. As such the employee shall have no entitlement to a Paid Alternative Day unless they have been required to be Called In.

13. PUBLIC HOLIDAYS

13.1 The Holidays Act 2003 recognises these days as public holidays:

25 December	26 December
1 January	2 January
Anniversary Day	Waitangi Day
Good Friday	Easter Monday
Anzac Day	Labour Day
The birthday of the reigning Sovereign	

13.2 Transfer of public holidays:

- (a) In the event that 25 December (Christmas Day), 26 December (Boxing Day), 1 January (New Year's Day) and/or 2 January fall on a Saturday and/or Sunday, the following shall apply:
 - Where that/those day(s) would otherwise be a working day for an employee, then the employee's public holiday(s) shall be treated as falling on that/those actual days;
 - Where that/those day(s) would not otherwise be a working day for an employee, then the employee's public holiday(s) shall be treated as falling on the following Monday and/or Tuesday as the case may be, i.e. Saturday transferred to Monday, Sunday to Tuesday.

- (b) To avoid doubt, an employee will not be entitled to more than one public holiday in relation to each public holiday that falls on either, 25 and 26 December and 1 and 2 January (or as otherwise transferred as above sub-clause 13.2(a), 4 in total).
- 13.3 An employee agrees, where required by the employer to meet the needs of the operation, to work on a public holiday observed on a day that is otherwise a normal working day for the employee.
- 13.4 Where the employee works on a public holiday (except for Christmas Day), he/she will be paid his/her applicable shift rate, plus half that amount again for the hours actually worked on that day (T1.5).
- 13.5 An employee who works on Christmas Day, unless expressed otherwise, shall be paid his/her applicable shift rate plus that amount again for the hours actually worked on that day (T2).
- 13.6 Where an employee works on a public holiday, he/she shall be entitled (additionally) to a whole day off as an alternative holiday, to be taken on a day on which the employee usually works, on pay not less than the employee's relevant daily pay for that day.
- 13.7 Where the employee does not work on a public holiday, which is observed on a day that is otherwise a normal working day for the employee, he/she shall be paid his/her relevant daily pay for that day.
- 13.8
- (a) An alternative holiday will normally be taken on a day that is agreed between the employer and an employee, and paid at the employee's relevant daily pay for that day. However, if the employer and employee cannot agree, the employer, after considering the employee's request for leave, will confirm, with at least 14 days' notice, whether the leave request has been approved, or if not, suitable alternative dates for which the employee may take the requested leave.
- (b) If an employee's alternative holiday is outstanding for more than 12 months, the employer may, with at least 14 days notice, require the employee to take the holiday on a date determined by the employer or, at the employee's request exchange the holiday for an agreed payment of not more than the employee's relevant daily pay.
- 13.9 Where an employee's rostered day off falls on a public holiday, he/she shall be granted an additional paid day in lieu at a later date convenient to the employer in accordance with the following:
- Fixed, shall not be entitled to such time in lieu if their rostered day off falls on a public holiday;

- Not fixed, shall be entitled to an additional paid day in lieu for the public holiday if they worked any shift on the day of the week that the public holiday falls, on 5 or more of the 12 weeks prior to the day on which the public holiday falls.

Payment for the day in lieu shall be based on the employee's relevant daily pay.

- 13.10 For the purpose of calculating pay, a public holiday as specified in sub-clause 13.1 shall commence at midnight and conclude at midnight 24 hours later.

14. ANNUAL HOLIDAYS/LONG SERVICE LEAVE

14.1 Annual Holidays Entitlement

An employee shall, upon the completion of each year of continuous service, be entitled to paid annual holidays of (4) weeks.

14.2 Taking/Notification of Annual Holidays

- (a) Where practicable, annual holidays will be taken at times mutually agreed between the employer and the employee. If an employee elects to do so, he/she may, commencing within six months of the holiday entitlement falling due, take at least two weeks of their annual holidays entitlement in a continuous period. The employee may take his/her annual leave entitlement during the year.
- (b) If the employer and employee cannot agree on the timing of the annual holidays, the employer is entitled to give fourteen days notice to the employee to take his/her annual holidays. This may mean that annual holidays shall be taken during the Birth Centre closure periods, such as the Christmas and New Year period.
- (c) Requests for annual holidays shall be made by the employee in writing with fourteen days notice, and confirmed in writing by the employer.
- (d) It is expected that an employee will take their annual holidays in the year of entitlement. The employer must approve any requests to carryover annual leave.

14.3 Annual Holidays and Public Holidays/Bereavement Leave

If a public holiday occurs or an employee is bereaved during the employee's annual holidays, the public holiday or bereavement shall be treated in the same manner as a public holiday or as a bereavement which had occurred whilst the employee was at work, and his/her annual leave entitlement shall be extended accordingly, where applicable.

14.4 Payment For Annual Holidays

The employer shall pay an employee taking annual holidays in accordance with the Holidays Act 2003 (see also the summary - **Appendix 2**). Unless the employee requests that his/her holiday pay be paid in a lump sum at the commencement of their annual holidays, the employer shall pay the holiday pay to the employee in the applicable normal pay period(s).

14.5 Long Service Leave

An employee shall, upon the completion of five years continuous service, be entitled to one extra weeks paid long service leave for that year and every subsequent year in addition to the annual holidays of (4) weeks (8%). Annual leave will be calculated at 10% in Appendix 3 for employees entitled to long service leave.

14.6 Cashing up of Annual leave

Pursuant to the legislative provisions, the Employee after 12 months of employment may request to have up to one (1) week of their four (4) weeks statutory entitled annual leave per annum exchanged for cash. In such case this leave will be deducted from their entitled leave balance. All requests for leave cash up should be in writing to the Employer with the Employer confirming or declining each request at their sole discretion.

15. SICK LEAVE AND BEREAVEMENT LEAVE

15.1 Qualifying for Sick Leave and Bereavement Leave

- (a) A new employee qualifies for sick leave of up to 2.5 days within the first 6 months of current continuous employment, and thereafter to the annual entitlement as specified in sub-clause 15.2 below.
- (b) An employee qualifies for an entitlement to bereavement leave when he/she has completed 6 months current continuous employment with the employer.

15.2 The Sick Leave Entitlement

- (a) Upon the completion of 6 months current continuous employment an employee qualifies for an annual entitlement to sick leave, beginning at the end of the 6-month period, and applying for each 12 months of current continuous employment thereafter.
- (b) An employee who is rostered to work 24 hours or more per week:
 - (i) Shall be entitled to a total of 10 days sick leave annually ("the annual entitlement") to be used in the subsequent 12-month entitlement period(s); and

- (ii) May carry over up to 10 days unused sick leave to a maximum of 20 days' current entitlement in any year.
- (c) An employee who is rostered to work less than 24 hours per week:
 - (i) Shall be entitled to a total of 5 days sick leave annually ("the annual entitlement") to be used in the subsequent 12-month entitlement period(s); and
 - (ii) May carry over up to 15 days unused sick leave to a maximum of 20 days' current entitlement in any year.
- (d) Subject to sub-clause 15.2(c), an employee whose agreed hours are less than 144 averaged over a 6-week period, shall, for each additional 115 hours worked above 144 hours per 6 weekly period, be entitled to an additional 1 day's sick leave, up to a total of 10 days sick leave in each 12-month entitlement period.
Note: The 115 hours may be accrued over a series of 6 weekly periods.
- (e) However, regardless of any days carried forward, an employee will not be paid for any unused sick leave at the end of the employee's employment.
- (f) The employer may grant sick leave in excess of an employee's entitlement.

15.3 Using a Sick Leave Entitlement

- (a) An employee shall be entitled to sick leave where the employee is unable to attend work because of the following circumstances: the employee, the employee's spouse (including a de facto or same-sex partner), or any other person who depends upon the employee's care, is sick or injured.
- (b) Where the employer requests it, an employee must provide the employer with proof of sickness or injury for any days that the employee has off as sick leave, providing that:
 - (i) The sickness or injury is for three or more consecutive calendar days, regardless of whether those days would otherwise be the employee's working days; or
 - (ii) The sickness or injury is within the three consecutive calendar day's period, and the employer has reasonable grounds to suspect that the sick leave being taken is not genuine. In such instance, the employer must inform the employee as early as possible after forming that suspicion, and agree to meet the employee's reasonable expenses in obtaining the proof; or
 - (iii) The employee takes time off for sickness and/or illness and he/she has no entitlement to sick leave.

Unless otherwise advised, proof of sickness or injury will be a medical certificate advising that (at least) one of the persons referred to in sub-clause 15.3(a) was sick or injured on the day (or days) that the employee took off as sick leave.

15.4 Bereavement Leave

An employee, having qualified for bereavement leave, shall be entitled to:

- (a) Three days bereavement leave, per bereavement, on the death of an employee's: spouse (Includes de-facto or same-sex partner), parent, child, brother or sister, grandparent, grandchild, spouse's parent; and
- (b) One day's bereavement leave, per bereavement, on the death of any other person, of whom the employer accepts that an employee has suffered a bereavement. The employer will consider relevant factors including the:
 - (i) Closeness of the association between the employee and the deceased;
 - (ii) Employee's significant responsibilities for all or any of the deceased's funeral arrangements and ceremonies;
 - (iii) Employee's cultural responsibilities in relation to the death.

15.5 Notifying an Intention to take Sick Leave or Bereavement Leave

An employee, who intends to take a day (or days) off as sick leave must notify the employer as early as possible before the employee is due to start work on that day (or the first day if more than one) or, if that is not practicable, as soon as possible after that time. Where practicable, the employee shall keep the employer advised when his/her absence extends into more than one day.

15.6 Payment for Sick Leave and Bereavement Leave

- (a) Providing an employee has an entitlement to sick leave and bereavement leave, he/she shall be paid at his/her relevant daily pay for each day of such leave taken that would otherwise be a normal working day for that employee.
- (b) Where an employee has yet to comply with the employer's request to provide proof of sickness or injury, as specified in sub-clause 15.3(b), payment may be delayed until the employee complies, unless the employee can provide an acceptable explanation to the employer for his or her failure or delay in complying.

- (c) The employer shall not pay sick or bereavement leave in respect of any public holiday for which an employee is entitled to full pay, or for any day on which the employee is receiving compensation under the current ACC system (or any other accident compensation system), or for any day on which he/she is not usually required to work.

16. OTHER LEAVE

- 16.1 Unpaid leave for Military Service and Parental Leave shall be provided under the relevant legislation.
- 16.2 All other forms of unpaid leave shall be granted at the discretion of the employer.

17. JURY SERVICE

- 17.1 An employee may be granted leave for a maximum of five continuous days for jury service.
- 17.2 The employee shall only be paid for days that would otherwise be normal working days and shall not be paid for rostered days off.
- 17.3 The employee may retain expenses, but all jurors fees are to be paid to the employer, unless an employee elects to take annual leave or leave without pay, in which case the fees may be retained.

18. SECONDARY EMPLOYMENT

An employee must notify the employer when engaging in secondary employment.

19. CONFIDENTIALITY

- 19.1 An employee shall not at any time while employed, or at any time thereafter, discuss or disclose any information, processes, material costs, personnel matters, incidents or secrets relating to the employer's business or affairs. Nor will an employee discuss or disclose any patient information, including, but not limited to, the condition, treatment or medical history of any patient treated at the facility, with or to any person (including other employees), other than as expressly authorised to do so by the employer.
- 19.2 All requests for information shall be directed to the River Ridge East Birth Centre Ltd/Waterford Birth Centre Ltd appointed Privacy Officer.

20. TERMINATION OF EMPLOYMENT

- 20.1 Four (4) weeks' notice for midwives shall be given in writing by either party. However, this shall not affect the employer's right to dismiss an employee without notice for serious misconduct. Where either party fails to give the required notice, an amount equivalent to the un-expired period of notice shall be paid, or forfeited, by the party improperly terminating the employment.
- 20.2 On receiving or giving notice of termination, the employer may at its sole discretion elect to pay to the employee in lieu of notice for all or any part of the notice period.
- 20.3 An employee shall return all property belonging to the employer including keys, uniforms and documentation upon termination.
- 20.4 **Abandonment:** Where an employee is absent from work for three consecutive rostered shifts, without notice, good cause or making reasonable effort to notify the employer, an employee shall be deemed to have terminated their own employment without notice. Provided that it is also the duty of the employer to make all reasonable efforts to contact the employee during this period.

21. PROBATIONARY PERIOD

- 21.1 A new employee shall be employed on a probationary period of 3 months from the date of commencing employment.
- 21.2 During this period, familiarisation, instructional supervision and monitoring shall be carried out specific to the position. The orientation programme shall also be undertaken and completed during the probationary period.
- 21.3 Prior to the end of the probationary period: the permanent engagement may be confirmed, or the probationary period may be extended, or employment may be terminated in accordance with the principles of natural justice and in accordance with clause 37 Resolution of Workplace Problems.
- 21.4 In all cases the right of the employer to dismiss an employee for serious misconduct will remain.

22. UNIFORMS/PRESENTATION

- 22.1 The employer shall provide an employee with a dress uniform, which shall be worn in the course of the employee's duties.
- 22.2 Uniforms shall remain the property of the employer, but will be laundered by the employee.
- 22.3 An employee shall maintain their personal appearance to the standard documented in the employer's policy.

23. LICENCES AND QUALIFICATIONS Relevant to Position

- 23.1 It is an employee's responsibility to obtain and maintain all licences and qualifying certificates that entitle him/her to legally practice his/her profession with the employer, including but not limited to, a current technical skills certificate, current CPR certification and attendance at a Baby Resuscitation Course.
- 23.2 The employer shall meet the cost of the Annual Practising Certificate (APC) for a permanent full-time or part-time employee.
- (a) APC reimbursement for casual employees shall be on a pro rata basis, calculated on the number of shifts worked for the previous 12 months. Provided that if a midwife works 40 or more casual shifts the employer will meet the cost of the APC.
- (b) Should the cost of APC's increase above \$600 per annum during the term of this agreement, the parties shall meet to negotiate any increase to reimbursement.
- (c) Where an employee's employment is terminated within 12 months of the employer's reimbursement of his/her APC, the employer may make a pro-rata deduction of one-twelfth of the cost of the APC from the employee's final pay for each month short of the 12-month period from the date of reimbursement.
- 23.3 Where applicable, an employee is expected at all times to act in accordance with the guidelines laid down by the Midwifery Council or other regulatory body representing New Zealand midwives in general.
- 23.4 Should an employee lose any such qualification or license required to carry out any part of his/her designated duties, the employer has the right to review his/her employment with the employer. The employee must immediately advise the employer of any alteration to or loss of any such qualification or license.

24. PERFORMANCE REVIEWS

- 24.1 An employee agrees to attend and participate fully in any performance review process.
- 24.2 Performance measures and or any applicable key performance areas may be reviewed, developed, and/or altered in consultation with the affected employee as part of the review process. Where either the employee's position, terms of employment, performance measures, and or remuneration is/are altered by agreement between the parties, then the details will be formally recorded in writing.
- 24.3 A copy of the review documentation will be given to the employee upon the completion of the review process, and a further copy stored in the employee's personal file.
- 24.4 To avoid any doubt, a performance review, regardless of the outcome, does not necessarily mean that a pay increase will result.

- 24.5 Payment for a staff midwife's annual review will be up to two hours attendance, paid at the ordinary week-day rate of pay per hour.

25. EMPLOYEE PROTECTION PROVISION AND REDUNDANCY

- 25.1 The Employment Relations Amendment Act (No2) 2004 provides protection for an employee if the employer's business is restructured.

- 25.1.1 For the purpose of this provision, restructuring means the sale, transfer or contracting out, of part or all of the employer's business, but does not include:

- (a) The sale or transfer of company shares; or
- (b) Any contract, arrangement, sale or transfer entered into, made or concluded while the employer is adjudged bankrupt or in receivership or liquidation; or
- (c) The termination of an arrangement/contract under which the employer carried out work on behalf of another person.

- 25.1.2 As soon as is reasonably practicable taking into consideration the commercial requirements of the business, the employer shall:

- (a) Commence negotiations with the new employer about the restructuring to the extent that it relates to the employer's employee(s); and
- (b) Negotiate with the new employer whether the employee(s) will transfer or not to the new employer; and
- (c) If so, whether they will do so on the same terms and conditions.

- 25.1.3 Where the employee is either: not required by the new employer, or chooses not to transfer to the new employer, then the redundancy clause in this employment agreement shall apply.

25.2 Redundancy

- 25.2.1 Redundancy is a situation where the employee's position is surplus to the requirements of the employer's business.

- 25.2.2 In the event the employer considers that the employee's position could be affected by redundancy, prior to making a decision, the employer shall:

- (a) Consult with the employee regarding the possibility of redundancy; and
- (b) Provide the employee with sufficient information and time to allow understanding and meaningful consultation; and
- (c) Seek and consider the views of the affected employee; and
- (d) Consider whether there are any alternatives to redundancy, such as redeployment.

- 25.2.3** In the event the employee's employment is to be terminated by reason of redundancy, the employee, where practicable, shall receive 4 weeks' notice in writing. The employer reserves the right to make payment in lieu of all or any part of the notice period. This notice is in substitution for, and not in addition to, the notice period set out in the Termination clause.
- 25.2.4** Where the employee is given notice, he/she is obliged to work out the notice period, except where the employee obtains alternative employment that requires a commencement date earlier than the expiry of the notice period. In such circumstances, the employer may agree to waive any or all of the notice period.
- 25.2.5** The employer will assist an employee declared redundant to find alternative employment by allowing reasonable time off work to attend job interviews without loss of pay.
- 25.2.6** In addition to sub-clause 25.2.3, the employer shall pay the employee 4 weeks wages calculated on the basis of the employee's previous 6 months average earnings.

26. PROCEDURES, RULES AND POLICIES

- 26.1** An employee must comply with the procedures, rules and policies of the employer.
- 26.2** Each employee shall make themselves fully conversant with the policies and procedures contained in the employers' handbooks "Your guide to Employment with River Ridge East Birth Centre Ltd", "Your guide to Employment with Waterford Birth Centre Ltd", the communication books and the Health and Safety Manual.
- 26.3** The employer may, in consultation with the employees, review and amend these procedures, rules or policies from time to time as operational requirements dictate, and shall give at least 30 days notice of its intention to alter or vary any procedures, rules or policies.

27. HEALTH AND SAFETY

- 27.1** An employee shall follow all the employer's safe working rules and practices, and must familiarise him or herself with the employer's Health and Safety Policy. The Health and Safety at Work Act 2015 applies.
- 27.2** An employee must take all practicable steps to ensure that no action or inaction by him/her while at work causes harm to any other person and shall take an active and personal interest in his/her own safety and that of others.
- 27.3** The employer will take all practicable steps to ensure a safe and healthy work environment.

- 27.4** In order to safely and effectively carry out his/her duties for the employer, an employee must ensure that he/she takes the appropriate precautions and wears the appropriate safety or medical equipment or aids associated with any impairment or disability he or she may suffer.
- 27.5** An employee shall comply with all reasonable directions regarding the safe use of equipment (including protective clothing or equipment), machinery and substances, and shall operate all equipment and machinery provided by the employer with all reasonable care. An employee shall not operate equipment that they are not trained in the use of.
- 27.6** Should an employee fail to comply with any such directions or otherwise carry out his/her duties in a manner that is unsafe, the employer may refuse to allow the employee to work until such time as he/she complies with the directions given and works in a safe manner.
- 27.7** The employer will ensure that all machinery, protective clothing and other equipment to be used by an employee is in safe and sound condition. An employee is responsible for ensuring that any damage, loss of equipment or unsafe equipment is reported to the employer immediately.
- 27.8** An employee shall not leave the workplace in an unsafe condition or in a condition that may cause damage to persons or property.
- 27.9** An employee must immediately report to the employer, or the health and safety representative, any incident of which the employee becomes aware which has caused or may have caused injury to an employee or to any other person in the workplace under the control of the employer. The incident must be noted on an appropriate form (held by the employer) at or within 24 hours of the situation occurring.
- 27.10** When reporting an incident, the following information must be recorded:
- The date, time and location of the event,
 - The activity in which the employee was engaged at the time the event occurred;
 - The general nature of any injuries suffered; and
 - The names of any other people in the vicinity who may have witnessed what took place.
- 27.11** Should an employee become aware of any hazard in the workplace arising out of the work or work environment, he or she must bring this to the notice of the employer, or the Health and Safety representatives immediately, or as soon as possible thereafter.
- 27.12** The employer will provide appropriate support in a situation where a midwife has faced a critical incident in the performance of their work.

28. DISCRIMINATION AND HARASSMENT

- 28.1** Any form of discrimination or harassment, in the workplace, or whilst carrying out duties on behalf of the employer, is totally unacceptable and will not be condoned or tolerated.
- 28.2** Sexual, racial or ethnic discrimination or harassment in any form, including, but not limited to, the use of words (written or spoken), visual material or physical behaviour, will absolutely not be tolerated and shall be considered serious misconduct.
- 28.3** Where an employee believes that he/she has been discriminated against or harassed at any time, the employee is encouraged to bring his or her concerns to the employer, or workplace delegates, in such instances. Complaints will be dealt with objectively, sensitively and without delay.

29. EDUCATION AND TRAINING Relevant to Position

- 29.1** The parties agree to set up an ongoing education and professional development committee with joint management/staff representation. The function of this committee is to identify, facilitate and review professional development and training requirements and opportunities for all staff covered by this collective agreement. The terms of reference for the Committee are set out in Appendix 1. An Education Fund of \$2500, with review in six months' time, will be set up for each Birth Centre.
- 29.2** The employer agrees to pay course fees and time as detailed below:
- (a)** Combined Emergency Skill Day – Payment is for course fees and hours of attendance at the ordinary rate of pay annually.
 - (b)** Orientation Time – payment for staff midwife orientation at the ordinary rate of pay per hour of attendance.
 - (c)** Midwifery practice day every 3 years – Payment is for course fees and hours of attendance at the ordinary rate of pay.
 - (d)** Preceptor workshop – Payment is for course fees and hours of attendance at the ordinary rate of pay.
 - (e)** Approved education and training – the employer will reimburse course fees and approved expenses for all other approved education and training courses, (subject to Clause 29.6 below).
 - (f)** Where the employer, or its delegated authority, requires an employee to attend a staff meeting out of work time, such meetings will be paid as duty time.
 - (g)** Compulsory Breastfeeding Updates –The employer agrees to meet the cost and attendance fees for any reasonable costs associated with BFHE requirements.

- 29.3 Professional development leave of up to 32 hours per calendar year for full time midwives (pro rated to no less than 8 hours per calendar year for part time midwives). This leave is to enable midwives to complete qualifications, to attend courses and to undertake research or projects that are relevant to the employer and that facilitate the midwives' growth and development. Prior approval of the employer must be obtained.
- 29.4 The employer will pay for Midwifery Standards Review fees. Two hours shall be paid for midwives to prepare and attend for MSR.
- 29.5 Any future compulsory training or education required by the Midwifery Council will not be automatically funded by the Employer.
- 29.6 Where the Employee terminates their employment within six (6) months of having received tuition/training/examination/MSR or specific education excluding those provided under Clause 29.2 (e) above, of which the fees/costs were paid for by the Employer, then the Employer reserves the right to request that the employee reimburse the Employer for such costs incurred on a pro rata basis, with the Employer advising the employee of this requirement after assessing all relevant information on a case by case basis. This provision will only apply where the employee is advised prior to the commencement of the training that this particular training is to be covered within the bonding provisions of this Agreement.

30. UNION REPRESENTATIVES

Union representatives elected in terms of the rules of the union shall be recognised by the employer following confirmation of their election by the union.

31. RECOGNITION OF REPRESENTATIVES

The employer accepts that employee job delegates are the recognised channel of communication between the union and the employer in the workplace.

- (a) Accordingly, paid time off (at ordinary rates) shall be allowed for recognised employee delegates to attend meetings with management, consult with union members and other recognised employee job delegates and union officials, to consult and discuss issues such as management of change, staff surplus and representing employees including at collective employment negotiations.
- (b) Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.

32. UNION CONTACT WITH STAFF

With the consent of the employer, which shall not be unreasonably withheld, the secretary or other authorised officer of the union, may interview members at their place of employment, but so as not to interfere unduly with the work of the business, and subject to health and safety requirements.

33. UNION ACCESS

- 33.1 Any authorised representative of the union, which an employee has authorised to represent him or her, shall, subject to sub-clause 33.3, be permitted to enter the employer's premises when the employee is employed to work in the employer's premises to discuss matters relating to the negotiation of this agreement or, with the approval of the employer, to discuss any other matter related to the employee's employment.
- 33.2 The union shall ensure that its union representative notifies the employer of his/her intention to enter the employer's premises for the purposes of discussing any of the matters referred to in sub-clause 33.1 prior to entering the premises.
- 33.3 The employer shall not unreasonably withhold approval for union access, provided that the authorised representative's entry to the employer's premises is made during reasonable times, has regard for the employer's normal business operations, and complies with all existing reasonable workplace safety or health or security procedures and requirements.
- 33.4 Upon request from an employee, the employer may at its sole discretion allow the employee reasonable time off work without pay to attend to union matters.

34. UNION MEETINGS

The union may hold meetings of its members, and the employer will allow members to attend up to 2 meetings, for up to 2 hour per meeting per calendar year, without loss of pay, provided that:

- (a) The union shall give at least 14 days written notice of its intention to hold such a meeting. If requested, the authorised representative will also provide the employer with a list of the employees attending the meeting; and
- (b) Satisfactory arrangements for the maintenance of essential services are agreed between the employer and the union; and
- (c) The employer shall be supplied with a list of names, signed by the union, as evidence of attendance at the meeting and advise the employer of the duration of the meeting; and

- (d) Members shall return to work as soon as practicable after the conclusion of such meetings, and the meeting is held during the members normal hours of work; and
- (d) The employer shall be entitled to make a rateable deduction from weekly wages of members who do not comply with the above terms.

35. UNION FEE DEDUCTIONS

- 35.1 With the written authority of employees, the employer shall deduct union fees from the wages of members of the union who are bound by this agreement This also includes periods of time off work on paid leave.
- 35.2 An employee authorises the employer to remit all deducted fees to the union with sufficient information each pay period to enable the employee to be identified as the payer.
- 35.3 The union shall supply a receipt to the employer for the monies received.

36. EMPLOYMENT RELATIONS EDUCATION LEAVE

- 36.1 All employees party to this agreement are eligible for Employment Relations Education Leave (EREL) in accordance with the Employment Relations Act 2002, Part 7.
- 36.2 The union shall allocate EREL to eligible employees. The maximum number of days available per year shall be determined in accordance with the provisions of Part 7 of the Employment Relations Act 2000.
- 36.3 An employee or the union shall advise the employer not less than 14 calendar days prior to EREL training that:
 - (a) They wish to attend; and
 - (b) EREL leave is to be taken in accordance with the object specified in section 70 of the Act.
- 36.4 The employer may refuse the leave if there are reasonable grounds to believe that the leave could unreasonably disrupt the operation of the Birthing Centre.
- 36.5 Employment Relations Education Leave shall be paid at his/her relevant daily pay for every day or part thereof taken for such leave.

37. RESOLUTION OF WORKPLACE PROBLEMS

This process should be read in conjunction with Part 3 of the Employment Relations Act 2000.

In order to quickly and objectively resolve an employment relationship problem the procedure detailed below will be used:

1. A workplace problem exists as soon as an employee or the employee's representative has made, or takes reasonable steps to make, the employer or a representative of the employer aware of the issue that needs to be addressed.
2. An employee is entitled to seek assistance and advice from a union representative in raising and discussing a problem.
3. If an employee considers they have been unfairly treated by the employer they should, in the first instance, raise the matter with their manager with the assistance of the union as appropriate within 90 days of the matter occurring, or coming to the attention of the employee, whichever ever is the latter.
4. Where an employee (or the employee's representative) prefers to raise the matter in writing, or if the matter raised verbally has not been resolved, the letter regarding the problem should contain as a minimum, the following:
 - (a) The full details of the problem;
 - (b) Why the employee feels aggrieved;
 - (c) The solution being sought to resolve the problem.
5. If the letter raises a grievance the letter should be submitted within the timeframe specified in 3 above.
6. The employer and employee shall meet within 7 working days of receiving the employee's letter to discuss and attempt to resolve the problem raised. If a resolution is not reached the reasons should be set out in a letter.
7. If the employee wishes to continue with a personal grievance, as described in Part 9 of the Employment Relations Act 2000, the employer will be advised in writing.
8. Within 7 days of receiving notification of the letter referred to in 7 above, the employer will advise the employee in writing of the employer's final review of the problem, and whether a solution is possible or agreed. The purpose of this step is to give the employer a final opportunity to review the decision.
9. If an employee has an employment relationship problem they may also contact the Mediation Service of the Labour Department.

38. VARIATION

This Agreement may be amended or added to by mutual agreement between the affected parties. Such variations shall be recorded in writing and signed by the parties and become part of the Agreement.

39. SIGNING OF THIS AGREEMENT

For an on behalf of:

River Ridge East Birth Centre Ltd

Vanessa Shirlow

Name

[Signature]

Signature

15/01/2020

Date

Waterford Birth Centre Ltd

James Barbour

Name

[Signature]

Signature

17/01/2020

Date

Midwifery Employee Representation and Advisory Services

Jill Ovens

Name

[Signature]

Signature

02/02/2020

Date

APPENDIX 1: MIDWIVES CRITERIA FOR CALLING IN/PLACING ON CALL ADDITIONAL MIDWIFE

1. The midwife on duty is the best person to assess the need. However, it is the responsibility of the Clinical Manager to monitor the use of on call and call back provisions.
2. Being placed on call, or responding to a call back is voluntary and by agreement between the duty midwife and the employee being called.
3. When there is difficulty in obtaining someone, the Manager is to be notified.
4. The Clinical Manager may be used to fill in if she is at the Centre and is available for this work.
5. The following factors should be considered when deciding the need for an additional midwife:
 - (a) More than 2 breastfeeding problems depending on the number of other clients also in the Birth Centre;
 - (b) More than 2 high dependency mothers other than breastfeed needs e.g. spinal tap, 3rd degree tear, large PPH;
 - (c) Low birth weight baby on 3 hourly feeds etc;
 - (d) Increased number of primips especially day 1;
 - (e) More than 8 women at any time;
 - (f) IV infusions and/or IV synto;
 - (g) Number of clients in the birth rooms;
 - (h) Number of clients at Waikato Hospital likely to be transferring back.
6. Anything that interferes with the safe clinical postnatal care in the Centre.

APPENDIX 2: SUMMARY OF ANNUAL HOLIDAY PAY CALCULATIONS

- (a) This summary is provided for information only and does not replace the provisions of the Holidays Act 2003 and should be read in conjunction with those provisions for completeness.
- (b) Annual holidays are calculated at 8% of the hours worked (4 weeks per annum). Annual leave will be calculated at 10% for employees entitled to long service leave.
- (c) An annual holiday entitlement is allocated on the employee's anniversary date.
- (d) Payment for annual holidays taken is calculated on the gross pay in the preceding 12 months divided by the hours worked in the preceding 12 months to give the average pay rate. The hours on annual holidays taken are paid out at the average pay rate.
- (e) The allocated annual holidays entitlement is reduced when annual holidays are taken and the balance recorded on the pay slip.
- (f) Annual holiday pay for casual employees is calculated on the basis of 8% of earnings for the period worked and can either be paid on a pay-as-you-go basis, or annually, if the casual worker is employed throughout the year.