



Hauora  
Hokianga  
Hokianga  
Health

**HOKIANGA HEALTH ENTERPRISE TRUST**

**COLLECTIVE EMPLOYMENT AGREEMENT**

with

Midwifery Employee Representation & Advisory Service (MERAS)

***1<sup>st</sup> September 2019 to 31 August 2021***

## CONTENTS

	Page
1.0 Coverage clause	3
2.0 Coverage and application	4
3.0 Variation	4
4.0 Definitions	5
5.0 Hours of work	6
6.0 Meal breaks and rest periods	7
7.0 Remuneration and special allowances	8
8.0 Refund of Annual Practising Certificate	8
9.0 Protective clothing, uniforms and related allowances	9
10.0 Annual leave	9
11.0 Public Holidays	12
12.0 Payment for Public Holidays	13
13.0 Sick Leave	13
14.0 Bereavement / Tangihanga leave	15
15.0 Parental Leave	16
16.0 Jury Service Leave	17
17.0 Witness	17
18.0 Family Violence	17
19.0 Employment Relations and Education Leave	17
20.0 Professional Development	18
21.0 Time off to vote	18
22.0 Miscellaneous Transport and Travelling Provisions	19
23.0 Cooperation, Consultation and Management of change	19
24.0 Staff Surplus	20
25.0 Retraining	22
26.0 Severance	23
27.0 Job search	24
28.0 Counselling	24
29.0 Resolution of Employment Relations Problems	24
30.0 General Terms of Employment	25
31.0 Employee Access to Personal Information	26
32.0 Safe Staffing and Healthy Workplace	26
33.0 Payment of Wages	26
34.0 Overpayment Recovery Procedures	27
35.0 Right of Access	27
36.0 MERAS meetings	27
37.0 Deductions of Unions Fees	27
38.0 Temporary Employment Agreements	28
39.0 Abandonment of Employment	28
40.0 Savings	28

## **1.0 Coverage Clause**

This collective employment agreement is made pursuant to the Employment Relations Act 2000.

**BETWEEN** the Chief Executive Officer of the Hokianga Health Enterprise Trust (herein referred to as the "employer").

**AND** Midwifery Employee Representation & Advisory Service (MERAS)

### **1.1 Intent of this Agreement**

The parties recognise the value of working cooperatively and constructively together to achieve the over-arching goal of maintaining and advancing a workforce that takes a shared responsibility for providing high quality healthcare on a sustainable basis.

The parties agree that they will:

- Deal with each other in good faith in all aspects of their employment relationship. In order to uphold this ideal, the parties, and employees covered by this agreement, agree to develop and maintain an employment relationship based upon mutual trust and cooperation.
- Recognise the environmental and fiscal pressures which impinge upon the parties and work practices in the delivery of high quality, maternity services, balanced against the needs of the workforce.
- To the extent they are able, ensure Midwifery workforce planning and rostering meets patient and maternity care service requirements whilst providing sufficient education opportunities and reasonable work/life balance for employed midwives.
- Recognise the interdependence of employed midwifery and other health professionals, their collegiality and the need for a team approach to the delivery of care.

### **1.2 Term of this Agreement**

The term of this agreement will be a 2 year term from: 1<sup>st</sup> September 2019 to 31<sup>st</sup> August 2021.

## 2.0 Coverage and Application

- 2.1 This Collective Agreement is made under the Employment Relations Act 2000 and shall cover those Employees employed by Hokianga Health Enterprise Trust as midwives who are or become members of MERAS and new midwife employees in the first 30 days of their employment.
- 2.2 Impact on Individual Employment Agreements: Where an employee on an individual employment agreement elects to be bound by this CEA, their previous terms and conditions of employment shall no longer apply unless otherwise agreed in writing between that employee and the employer.
- 2.3 Savings: Nothing in this CEA shall operate as to reduce the ordinary (T1) salary rate applying to any employee at the date of this CEA coming into force unless specifically agreed between the parties during the negotiations.
- 2.4 Non-Waiver Understanding: Failure by either party to enforce any right or obligation with respect to any matter arising in connection with this agreement, shall not constitute a waiver as to that matter, or any other matter, either then or in the future.

### **2.5 New Employees**

This Agreement shall apply to new employees in the first 30 days of their employment. The parties agree that a new employee who is not a member of MERAS and is covered by the coverage clause, shall be offered the same terms and conditions as this Collective Agreement for the first 30 days of employment. The new midwife will also be given an active choice form during the first 10 days of employment to be returned within the first 30 days.

New midwives will be informed of the following:

- that there is a collective agreement in place and be given a copy of this;
- that they may join MERAS, which is a party to this agreement;
- how to contact MERAS and that, unless the midwife objects to her/his returned active choice form, the employer will provide certain information about the midwife to MERAS;
- that they will be bound by the collective agreement, if they join MERAS;
- that, if after 30 days, they decide not to join MERAS, their terms and conditions may be renegotiated at that time

## 3.0 Variation

Any variation to this Agreement shall be mutually agreed between all parties and such variation shall be in writing and signed by all parties

#### 4.0 Definitions

**Employer** for the purposes of this Agreement means the Chief Executive Officer of the Hokianga Health Enterprise Trust.

**Trust** means the Hokianga Health Enterprise Trust as established under the Charitable Trust Act 1957.

**'Midwife'** means a person who is on the New Zealand Register of Midwives, holds an annual practising certificate and thereby meets all the requirements of the Midwifery Council of New Zealand recertification programme.

**'Caseloading LMC Midwife'** means a midwife who provides continuity of care throughout the antenatal, labour, birth and postnatal period for those women birthing at Hokianga and provides antenatal, postnatal and acute care for those women with clinical factors that require them to birth at Whangarei or other hospitals. Caseloads are expected to be consistent with the NZCOM guidelines and as agreed in Hokianga midwifery service description.

**Staff Delegate** means an employee duly recognised as spokesperson by a group of employees.

**Employee Representative** means the union or person who has established authority to represent the union party to this Agreement.

**Whole time employee** means an employee who works not less than the "ordinary" or "normal" hours set out under "hours of work" in this Agreement.

**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 Agreement.

**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.

**Substantially** means engaged at a particular job for more than 50 per cent of the time during any one week.

**Duty** means a period of service required to be given by an employee during any one period of 24 hours.

**Week** in the case of day employees shall mean the seven days computed from midnight to midnight covered by the pay week of the employer.

**Normal hourly rate of pay** - the normal hourly rate shall be one two thousand and eighty sixth part, correct to three decimal places of a dollar, of the yearly rate of salary payable.

## **5.0 Hours of Work**

### **5.1 Provisions Relating to Hours of Work**

The parties note that the purpose of Health & Safety at Work Act 2015 is to provide for a balanced framework to secure the health and safety of workers and workplaces.

In designing and implementing shift rosters to meet service needs, the employer shall ensure the disruption, personal health effects and fatigue associated with shift work are minimised.

Rosters will be published not less than 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 and require authorisation from the Hospital Services Manager.

The parties acknowledge that due to the nature of the midwifery role, flexible hours of work arrangements may enhance the continuity of services provided to women, as well as lead to greater sense of job satisfaction for midwives. Accordingly, the parties agree that the employer and midwives will be open to exploring alternative arrangements where these alternative arrangements may enhance service provision and job satisfaction for midwives.

Where the employer or midwives identify that alterations to the hours of work provisions may be beneficial, the hours of work provisions may be varied by agreement between the midwives affected, the unions and the employer. In reaching such an agreement the employer and midwives will give consideration to the need for safe working hours, the impact of altered working hours on the service budget and the effect proposed changes may have on service delivery as a whole. Any agreement to vary the hours of work provisions below will be put in writing and signed by both the employer and the unions.

### **5.2 Safe Staffing**

There shall be a programme of regular monitoring of staffing levels and skill mix. Any identified staffing deficiencies shall be addressed.

In the event that an acute staffing shortage cannot be alleviated, patient cares, and the volume and range of services may be reduced in accordance with direction by the Hospital Services Manager and employer policies.

When a staff member considers they have reached the limits of safe practice they will be supported to resolve the situation in discussion with midwifery colleagues, the agreed escalation plan and the manager.



### **5.3 Case-loading LMC Midwives**

**5.3.1** The case-loading LMC midwives are employed ideally for a minimum of 64 hours (0.8FTE) per fortnight. There are no standard hours of work. Case-loading LMC midwives are expected to organise their working hours to ensure provision of a complete 24-hour midwifery service within the limits below.

**5.3.2** Midwives will not be required, nor will they elect to practice continually for any length of time that they consider professionally and/or clinically unsafe. The determination of professional and/or clinical safety will be made by the midwives affected by the decision and the employer.

**5.3.3** The hours of work of case-loading LMC midwives should not exceed 160 hours in any four-week period nor 100 hours in any two-week period. The case-loading midwives are to organise their roster to allow each midwife at least four periods of 24 hours off in each two-week period with cover provided by other team members. These hours are not to be taken as four single days off, unless this arrangement is requested by the midwife concerned. Midwives may elect to be on-call for births during their time off. Midwives will notify the Hospital Services Manager of their agreed rosters.

**5.3.4** Case-loading LMC midwives will not be required to work more than 12 consecutive hours, but may choose to do so at their discretion, having regard for professional and/or clinical safety. The employer would not expect that midwives would work more than 16 consecutive hours, or more than 24 hours intermittently without having an eight-hour break.

**5.3.5** Case-load LMC midwives shall qualify for the full entitlement of shift leave (5 days) this is included within the annual leave provision as per Clause 10.

### **5.4 Weekly Holidays**

**5.4.1** Two days holiday within each week (rostered days off) shall be allowed to each employee covered by this agreement. In exceptional circumstances where a midwife is required to work on one or both of her/his weekly holidays as agreed with manager, these shall be compensated with time in lieu.

**5.4.2** Change of holidays - Before any change is made to the weekly holiday of an employee the employer shall so far as practicable consider the wishes of the employee. The employer shall give seven days' notice in writing (other than exceptional circumstances) to each employee of any change in the respective days fixed for her/his weekly holidays, otherwise the holidays shall be deemed not to have been given.

### **6.0 Meal Periods and Rest Breaks**

Midwives shall organise their workload to enable meal breaks and rest periods to be taken when convenient for the employee and midwifery service.

During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the Trust.





## 7.0 Remuneration and Special Allowances

### 7.1 Case-loading Midwives

Case-loading LMC midwives are salaried. Penal rates and overtime do not apply with the exception of public holidays as described in Clause 12.

	1/9 /2019	1/8/2020
Caseload Midwife (penal rates and overtime do not apply with the exception of penal payments on public holidays)	97,579	98,799

Note: Where there are no staff available for the maternity unit and the case-loading midwives are required to remain in the Unit and provide care to women beyond 4 hours post-birth this should be reimbursed as time in lieu. The midwife will also be entitled to a meal on duty during this time.

### 7.2 Salary Increments While on Study Leave

Employees on full-time study leave with or without pay shall continue to receive automatic annual increments, where specified.

### 7.3 Quality Leadership Programme (QLP)

A Midwife who reaches the following domains will receive a pro-rate allowance as long as he/she maintains that level of practice. All QLP allowances shall be added to the base rate of pay and be payable on all hours worked, including overtime. The rates of these allowances are as follows:

Midwife Leadership	\$4,500 per annum
Midwife Confident	\$3,000 per annum

## 8.0 Refund of Annual Practising Certificate

8.1 Where a midwife is required by law to hold an annual practising certificate, the cost of the certificate shall be refunded to the employee provided that:

- It must be a statutory requirement that a current certificate be held for the performance of duties, and
- The employee must be engaged in duties for which the holding of a certificate is a requirement.



## **9.0 Protective Clothing, Uniforms and Related Allowances**

**9.1.1.** Where the employer requires an employee to wear a specified uniform, or where the nature of the work requires the wearing of protective or work clothing, sufficient sets of the specified uniforms, protective or work clothing will be supplied to each employee at the employers expense.

**9.1.2** Where an employee is required to work outdoors in adverse weather conditions, clothing suitable for such work will be supplied and maintained by the employer.

**9.1.3** All items of uniform clothing supplied by the employer shall be laundered or dry-cleaned at the employer's expense, as and when required.

**9.1.4** When items of employer supplied uniforms, protective and work clothing are on personal issue to employees, they are replaced by the employer subject to fair wear and tear in the service of the employer.

**9.1.5** Damage to personal clothing - an employee may, at the employer's 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 shall be determined on its merits by the employer.

## **9.2 Footwear**

**9.2.1.** Employees shall be required to provide themselves with suitable footwear which shall be worn at all times, while on duty.

**9.2.2** Unless otherwise agreed to by the employer, suitable footwear shall comprise soft soled, non-skid, fully enclosed shoes or boots with flat or low heels.

## **10.0 Annual Leave**

### **10.1 Entitlement**

Employees shall be granted leave of absence in accordance with the terms of the Holidays Act 2003 in respect of each leave year as follows:

With under six years' service	25 working days
With six or more years' service	30 working days

Leave entitlements will be applied in accordance with the terms of the Holidays Act legislation.  
Note: an additional 5 days leave has been included here in lieu of shift leave

**10.1.2** In accordance with the Holidays Act 2003 the employer shall allow to the employee at least two uninterrupted weeks of the employee's entitlement commencing within six months after but excluding the date on which the entitlement becomes due.

## 10.2 Conditions

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

10.2.2 For the purpose of this Clause:

- (a) The service of an employee shall be deemed to comprise all periods of employment with the Health Service (Hospital Boards, Area Health Boards, Health Service Personnel Commission and Department of Health) of at least 12 months duration.
- (b) Service which has been recognised in a previous period of employment must be reconsidered in the new period of employment and meet the provisions outlined in subclause 10.2.2 (a) above.
- (c) Extended leave without pay at the end of a period of service which ends in a resignation or a termination of service is excluded from previous service for crediting, i.e. the effective date for deciding service is the last day, actually, on pay.
- (d) Notwithstanding the above, employees of the Trust employed prior to 1 November 1993 shall continue to have all periods of service recognised prior to that date credited for annual leave purposes while they remain employed by the Trust.

10.2.3 The employer may permit all or part of the annual leave accruing in respect of a leave year to be postponed to the next following year, but the annual leave entitlement at any one time shall not exceed the total of annual leave accruing in respect of two leave years.

Provided that, where an employee is on continuous leave without pay due to illness or accident the employee will be permitted to take or accumulate leave for up to two years. After this, an employee will not qualify for any further period of leave until duty is resumed.

10.2.4 When an employee ceases duty, the following steps should be taken to work out whether an employee is entitled to paid public holidays that happen after their employment has ended:

- a. treat any remaining annual leave holidays that the employee is entitled to as if the employee had taken them immediately after the date their employment ended.
- b. the employee must be paid for a public holiday if it:
  - \* happens within the time period created by adding on these remaining annual leave holidays to the end of employment, and
  - \* happens on a day that the employee would have worked if they were still employed, and the day wasn't a public holiday
- c. if the employee is entitled to be paid for a public holiday then:
  - \* the period that the annual holidays covers is extended by one day for each public holiday the employee is entitled to be paid for, and
  - \* this new extended period may contain more public holidays which also need to be considered for payment



The payment for any public holidays is calculated in the usual way. They are paid at the relevant daily pay or average daily pay (if applicable) for the day.

Note this situation has no effect on the actual end date of employment.

**10.2.5** Except where the employer approves, where an employee is absent on special leave, whether with or without pay (i.e. including leave for study awards but excluding sick, accident or military leave) for an intermittent or continuous period of more than 35 days (including Saturdays and Sundays) during a leave year, annual leave shall be reduced in accordance with the scale below:

Days of absence (including Saturdays & Sundays)	Annual leave entitlement to be reduced by the number of working days shown below		
	Annual Leave Entitlement		
Days worked	4 weeks	5 weeks	6 weeks
0 – 35	-	-	-
36 – 71	2	2.5	3
72 – 107	4	5	6
108 – 143	6	7.5	9
144 – 179	8	10	12
180 – 215	10	12.5	15
216 – 251	12	15	18
252 – 287	14	17.5	21
288 – 323	16	20	24
324 – 359	18	22.5	27
360 – 365	20	25	30

**Note:** A study award for the purpose of this subclause shall be deemed to be a full-time course of study at a tertiary educational institute, during which the employee is able to take advantage of the midterm holidays available to other full-time students of that institute. It shall not include leave to attend organised classes, lectures, block courses or examinations required for the attainment of essential basic qualifications.

**10.2.6** Every part-time employee will be entitled to annual leave as prescribed. Salary during leave will be paid for the employee's usual working hours.

#### 10.4 Leave Without Pay in Relation to Annual Leave Entitlement

An employee who is granted leave without pay and who remains in the service of the Trust, will, except where provision is made otherwise, have such leave counted as service for annual leave purposes.

#### 11.0 Public Holidays

11.1 The following days are public holidays:

Christmas Day  
Boxing Day  
New Year's Day  
2 January  
Waitangi Day (6 February)  
Good Friday  
Easter Monday  
ANZAC Day (25 April)  
Queen's Birthday (1<sup>st</sup> Monday in June)  
Labour Day (4<sup>th</sup> Monday in October)  
Anniversary Day (or a day in lieu thereof)

11.2 Where Christmas Day, Boxing Day, New Year's Day, 2 January, Waitangi Day or Anzac Day fall on a Saturday and the day would otherwise be a working day for the employee, the public holiday will be treated as falling on that day.

11.3 Where Christmas Day, Boxing Day, New Year's Day, 2 January Waitangi Day or Anzac Day fall on a Saturday and the day would not otherwise be a working day for the employee, the public holiday will be treated as falling on the following Monday

11.4 Where Christmas Day, Boxing Day, New Year's Day, 2 January Waitangi Day or Anzac Day fall on a Sunday and the day would otherwise be a working day for the employee, the public holiday will be treated as falling on that day.

11.5 Where Christmas Day, Boxing Day, New Year's Day, 2 January Waitangi Day or Anzac Day fall on a Sunday and the day would not otherwise be a working day for the employee, the public holiday will be treated as falling on the following Tuesday

11.6 To avoid doubt, no employee is entitled to more than two public holidays for the Christmas period and to more than two public holidays for the New Year period, and is not entitled to more than one alternative holiday for any one public holiday worked.

## **12.0 Payment for Public Holidays**

**12.1** Where the public holiday falls on a day that would not otherwise be a working day for the employee and the employee works on any part of the day, payment will be at time and one half, except hours worked between 11pm and 7am on a public holiday which will be paid at double time

**12.2** Where the public holiday falls on a day that would normally be a working day for an employee, and the employee works on any part of that day, the employee will be paid as in clause 12.1 but in addition the employee will also be given an alternative holiday at a later date.

**12.3** Where a public holiday falls on a day that would normally be a working day for an employee and the employee takes that day as a holiday, the employee will be paid their relevant daily pay for that day.

**12.4** When an employee takes an alternative holiday the employee will be paid their relevant daily pay for that day.

**12.8** If an employee is on call and is not called in to work, the employee is also entitled to an alternative holiday if the nature of the restriction imposed by the on call condition on the employee's freedom of action is such that, for all practical purposes, the employee has not had a whole holiday.

**Provided that**, in order to maintain essential services, the employer may require an employee to work on the day a public holiday is observed, such work shall attract the penal payments.

## **13.0 Sick Leave**

**13.1.** Employees shall be entitled to 10 working days sick leave per annum pro rata. The first entitlement will be five days at six months service. Thereafter entitlement will be 10 days allocation at each employment anniversary date.

(a) Where an employee with no sick leave entitlement is deemed unfit to work due to illness of self or dependent, the employee may, at the manager's discretion be directed to go home. This paid sick leave will be charged against the next sick leave allocation, to a maximum of five days.

(b) A part time employee will receive an entitlement equivalent to the relative proportion of the full time equivalent, providing that this leads to an entitlement of not less than five days per annum. This entitlement is inclusive of, and not in addition to special leave under the Holidays Act 2003 and any subsequent amendments.

(c) Employees on a fixed term contract will be allocated the relevant entitlement pro rata in accordance with both the FTE hours contracted and the proportion of the year covered by the fixed term.

(d) The employee shall be paid at relevant daily pay as prescribed in the Holidays Act 2003, for the first five days in any twelve month period. Thereafter they shall be paid at the ordinary rates of pay (T1 rate only). A medical certificate may be required to support the employee's claim.

(e) Untaken sick leave may be accumulated up to a maximum of 250 days.

### 13.2

If an employee is absent on sick leave for less than a whole day, sick leave is to be debited as follows:

- |     |   |                    |
|-----|---|--------------------|
| (a) | Absent for the whole morning                            | 1/2-day sick leave |
| (b) | Absent for whole afternoon                              | 1/2-day sick leave |
| (c) | Absent for less than two hours during the day           | No deduction       |
| (d) | Absent for two hours and up to six hours during the day | 1/2-day sick leave |
| (e) | Absent over six hours during the day                    | 1-day sick leave   |

13.3. The employer may grant an employee up to 3 days domestic 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 child or partner but may be another member of the employee's family or household.

13.4 Where an employee is suffering from a minor illness which could have a detrimental effect on the patients or other staff in the employer's care, the employer may, at its discretion, either:

- place the employee on suitable alternative duties, or
- direct the employee to take leave on full pay. Such leave shall not be a charge against the employee's sick leave entitlement.

13.5 Approval is not to be given for absence during or in connection with the birth of an employee's child. Such a situation should be covered by annual leave or parental leave.

### 13.6 Sick Leave in Relation to Annual Leave

In accordance with the Holidays Act 2003 and subsequent amendments periods during which an employee is unable to work through sickness or injury shall not be counted as part of any annual holiday to which s/he may become entitled to. A medical certificate must be produced showing the nature and duration of the illness.



### **13.7 Accident Compensation**

Where any employee is involved in an accident either at work or away from work and where such accident necessitates absence from duty due to injury the employee concerned may elect to offset any sick leave entitlement s/he may have in hand in order to make up the employee's salary to 100 percent of normal pay provided that the employee's sick leave entitlement shall be reduced at a rate of 1/5th of a day's sick leave per day.

### **13.8 Leave Without Pay**

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

### **13.9 Medical Certificates**

The employer may require the employee to provide a medical certificate for period/s of absence due to Sickness or Sickness at Home exceeding three days. Any associated medical consultation fees shall be reimbursed.

### **14.0 Bereavement / Tangihanga Leave**

14.1 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to an identified 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). In general, the length of time off will be granted in accordance with the needs of the employee suffering the bereavement. In considering the amount of paid bereavement time to be granted the manager will take into account the organisation's guidelines of three days for a close family member, and one day to attend the funeral of someone to whom the employee owes an obligation to do so.

14.2 If the 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 subclause 14.1 above. This provision will not apply if the employee is on leave without pay.

14.3 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner. The employee will be mindful of the employer's need to continue the service and will endeavour to discharge their obligations outside of rostered hours where this is appropriate.



## **15.0 Parental Leave**

**15.1** The provisions of the Parental Leave and Employment Protection Act 1987 and any subsequent amendments shall apply.

## **15.2 Lump Sum Payment**

### **(a) Whole time employment**

Where an employee, who is entitled to parental leave and is about to take parental leave of fourteen weeks or more, they will qualify for a payment equivalent to three week's pay at the rate and hours applying for the thirty days immediately prior to their ceasing duty.

**Provided that**, if both male and female partners are employed by the Trust 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.

### **(b) Part-time employment**

Where employment prior to confinement was part-time, payment shall be based on the percentage that such part-time hours bear to whole time employment.

## **15.3 Reduced hours prior to confinement**

Where, for reasons pertaining to the pregnancy, an employee, on medical advice and with the consent of the employer elects to work reduced hours at any time prior to confinement, then the calculation of the lump sum payment shall be based on the proportion of full-time employment immediately prior to any such enforced reduction in hours.

## **15.4 Full parental leave not taken**

An employee who is absent on parental leave for less than six weeks (30 working days) will receive that proportion of the payment that their absence represents in working days.

## **15.5 Variation in hours on return**

An employee returning from parental leave may request the employer to vary the proportion of whole-time employment from that which applied before the leave was taken. The granting of such a request shall be at the discretion of the employer, that is the principle of job protection cannot be guaranteed. The calculation of the lump sum payment in these circumstances shall be based on the proportion of full-time employment which applied before taking leave (excluding any temporary reduction in hours immediately prior to confinement).

Two handwritten signatures in black ink, one appearing to be 'AB' and the other a stylized 'Jr'.

## **16.0 Jury Service Leave**

**16.1** Employees called on for jury service are required to serve. Where the need is urgent, the employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.

**16.2** 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).

**16.3** Where leave on pay is granted, a certificate is to be given to the employee by the employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of jurors' fees and expenses paid. The employee is to pay the fees received to the Trust but may retain expenses.

**16.4** 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 employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable.

## **17.0 Witness**

An employee required to attend a Court hearing as a result of receiving a summons to witness, or a disciplinary hearing of the New Zealand Midwifery Council, as a direct consequence of incidents arising out of the ordinary work of the employee, shall be granted leave on pay (T1 rate only).

## **18.0 Family Violence**

Hokianga Health is committed to supporting employees who are affected by family violence. Please refer to Hokianga Health Domestic Violence policy or directly contact the Human Resource Manager.

## **19.0 Employment Relations and Education Leave**

**19.1** Employment Relations Leave shall be provided by the employer to the employee representative parties to this agreement for the education and development as staff delegates of employees who have authorised them as their employee representative organisation. This will be calculated in accordance with the provisions of the Employment Relations Act.

**Provided that a staff delegate shall not be absent from work -**

- (a) For more than three consecutive days at any one time, or
- (b) For more than five days in total in any one year.

19.2 The leave must be applied for in advance and shall be approved by the employer and shall not be unreasonably withheld.

19.3 The employee representative organisations shall advise the employer 21 days in advance of the names and times of any course or programme.

19.4 For the purposes of this Clause a year shall mean a period beginning on the 1st day of March and ending with following 28th day of February, or an agreed variation.

NOTE: This Clause shall only apply provided that no Act is passed for the purposes of Paid Education Leave regardless of its title.

## 20.0 Professional Development

20.1.1 The employer acknowledges a commitment to supporting the continued safe practice of its employees and to supporting opportunities for the development of knowledge and skills which will benefit the employee, the women the midwife works with and the organisation.

(a) The employer shall provide paid leave and meet costs for midwives to attend compulsory education requirements as required by NZ Midwifery Council.

(b) The employer will provide a minimum of 24 hours for midwives to complete elective education per year.

(c) The employer will pay cost of Midwifery Standards Review for all permanently employed midwives and hours to attend subject to approval

(d) Paid leave to meet organisational and service requirements shall be granted in addition to the above provisions.

(e) Professional development leave will be granted at T1 rate and shall not accumulate from one year to the next and does not contribute to any overtime calculation.

(f) An application/expenses form needs to be completed and approved for all education and professional development leave and expenses prior to this being taken. Approval needs to have been granted before the relevant roster period.

(g) The cost of annual New Zealand College of Midwives fees shall be reimbursed for permanently employed midwives

## 21.0 Time Off to Vote

Reasonable time off on pay shall be granted to an employee to enable them to vote when required to work on election day in accordance with section 98 of the Electoral Act 1956. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.

## **22.0 Miscellaneous Transport and Travelling Provisions**

### **22.1 Reimbursements**

Employees may claim for reimbursement of actual and reasonable travelling, accommodation and meal expenses, subject to the prior approval of the employer.

### **22.2 Production of Receipts**

Receipts are to be produced for all payments on which a refund is claimed.

### **22.3 Staying Privately**

An employee who is eligible for reimbursement under the travelling provisions may claim \$60 per night for accommodation and meals when staying privately.

## **23.0 Co-operation, Consultation and Management of Change**

**23.1** The parties to this Agreement accept that change in the Health Service is necessary in order to ensure the efficient and effective delivery of health services.

**23.2** The parties to this Agreement recognise that they have a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard. The involvement of the parties should contribute to:

- Improved decision making.
- Greater co-operation between employee representative and employer
- A more harmonious, effective, efficient, safe and productive workplace

Therefore, the employer agrees to the following provisions for consultation and recognition of staff delegates, and access to facilities:

(a) The employer accepts that staff delegates are the recognised channel of communication between the employee representative and the employer in the workplace.

(b) Accordingly, paid time off shall at the discretion of the employer be allowed for recognised staff delegates to attend meetings with management, consult with employee organisation members, and other recognised staff delegates, and employee representatives, to consult and discuss those issues addressed in Clauses 27 and 28 of this agreement.

(c) Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.

(d) The amount of time off and facilities provided shall be sufficient to enable full consideration of the issues contained herein

(e) Consultation between the employer and the parties is desirable on matters of mutual concern and interest.

**23.3** The aim of mechanisms established for this purpose will be to reach agreement and to make recommendations to management, who will endeavour to take the views of those groups into account as far as possible before making final decisions.

**23.4** The employer agrees that the employees and employee representatives will be advised of any review (prior to the commencement) which may result in significant changes to either the structure, staffing or work practices affecting employees, and will provide the staff delegates with an opportunity to be involved in the review. When the implementation of decisions arising from any such reviews will result in staff surpluses the procedures in Clause 25 (Staff Surplus) below shall be adopted.

#### **23.5 Employee Protection**

Where any restructure includes the sale of the business or contracting out of services in which the outcome is a new employer taking over the business, the employer undertakes to negotiate with the new employer, including whether the affected workers will transfer to the new employer on the same terms and conditions of employment. This process will involve consultation with the affected employees and their union(s) and will comply with the provisions of the Employment Relations Amendment Act (2) 2004.

#### **24.0 Staff Surplus**

**24.1** When as a result of the 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), and at the conclusion of the processes described in clause 25, 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 25.4 below shall be invoked and negotiated on a case by case basis between the employee representative, and the employer.

**24.2** The employer will advise the employee representative at least one month prior to the date that notice is required to be given to the employee whose position is required to be discharged. Notification of a staffing surplus shall be forwarded to the local office of the employee organisation. This date may be varied by agreement between the parties.

During this period the employee representative and the employer will meet to reach agreement on the options appropriate to the circumstances. Where employees are to be relocated, at least three months' notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee representative and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

**24.3** The following information shall be made available to the employee representative:

- (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 within the Trust
- (f) On request the employee representative will be supplied with relevant additional information where available.

**24.4 Options**

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) Retraining.
- (f) 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 25.11 will be applied as a package.

**24.5 Restriction on Staff Surplus Options**

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

- (a) The person acquiring the business, or the part being sold or transferred has offered the worker employment in the business or the part being sold or transferred; and
- (b) The conditions of employment offered to the worker by the person acquiring the business or the part of the business being sold or transferred are no less favourable than, the worker'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 worker in that business or that part of that business either:



- i. In the same or similar capacity as that in which the worker was employed by his or her employer
- ii. In a capacity that the worker is willing to accept.

#### **24.6 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.

#### **24.7 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.

#### **24.8 Redeployment**

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

**24.8.1** 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:

- (a) 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
- (b) 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).

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

**24.8.3** The redeployment may involve employees undertaking some on the job training.

#### **25.0 Retraining**

**25.1** 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.

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



25.2 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.

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

#### 26.0 Severance

Payment will be made in accordance with the following:

- (a) "Service" for the purposes of this Clause means total aggregated service with the employer, and within the Health Service as defined under subclause 10.2.2 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 from any of the above services.

Notwithstanding the above, employees of the employer employed prior to 1 November 1993 shall continue to have all periods of service recognised prior to that date credited for severance purposes while they remain employed by the employer.

- (b) 8.33 per cent of basic salary (T1 rate only) for the preceding 12 months, in lieu of notice. This payment is regardless of length of service; and
- (c) 12 per cent of basic salary (T1 rate only) for the preceding 12 months, or part thereof for employees with less than 12 months service; and
- (d) 4 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- (e) Where the period of total aggregated service is less than 20 years, 0.333 per cent of basic salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

NOTE: The total amount paid to employees under this provision shall not exceed the basic salary (T1 rate only) the employee would have received between their cessation and the date of their compulsory retirement.

- (f) Employees employed as at 30 June 1996 with not less than eight years' service but less than ten years' service, shall be paid two weeks basic salary (T1 rate only).
- (g) Employees employed as at 30 June 1996 with not less than five years' service but less than eight years' service, shall be paid one week's basic salary (T1 rate only).
- (h) Outstanding annual leave may be separately cashed up.

## **27.0 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.

## **28.0 Counselling**

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

## **29.0 Resolution of Employment Relations Problems**

### **29.1 Procedure**

**29.1.1** This procedure applies to the resolution of all employment relationship problems and personal grievance matters within our organisation. The employee is reminded that an employment relationship problem is as defined in the Employment Relations Act 2000.

**29.1.2** If the employee feels that he or she has an employment relationship problem with the employer, the matter should first be raised with the employer. The employer will attempt to resolve it as soon as possible after the event.

**29.1.3** If the matter being raised is a personal grievance the employee must raise it with the employer within 90 days of the event giving rise to it.

### **29.2 Steps**

- 1) The employee must first speak with their manager. If for any reason the employee does not wish to raise it with their Manager, he/she may speak with another manager or someone else who can deal with it.
- 2) If the employee prefers, he/she may raise the matter with the employer in writing, or if any matter raised under Step 1 has not been resolved, the employee should write a letter regarding the problem or grievance, setting out:
  - (a) Details of the problem or grievance, and
  - (b) What solution the employee seeks to resolve the matter.
- 3) On receipt of the employee's advice in writing under Step 2 the employer will respond in writing setting out the employer's version of the facts within fourteen days.
- 4) The employer will then meet with the employee (within seven days of the employer's written reply in Step 3), to discuss and attempt to resolve the matter.
- 5) If the problem or grievance cannot be resolved at the meeting (as in Step 4) and the employee wishes to pursue the matter further, then he/she may do so by seeking the services of the Mediation Service of the Department of Labour or with any alternative mediation provider as may be agreed by the employee and the employer.

### **30.0 General Terms of Employment**

#### **30.1 Facilities**

Suitable facilities for changing shall be provided for non-resident employees, such facilities to include locking cupboards, and hand-basins with running hot and cold water, and clean towels or other suitable drying facilities, and the employees shall be required to use the same.

Provided that in respect to locking of cupboards, the employees shall pay for any replacement keys.

Access to showering facilities shall be provided for non-resident employees.

#### **30.2 Copy of Agreement**

There shall be at all times exhibited and maintained in a conspicuous place and in such a position as to be easily read by the employees, a copy of this Agreement.

#### **30.3 Fire Precautions**

Employees shall be instructed in fire safety procedures. Employees may also be instructed in fire-fighting methods and in the use of fire-fighting appliances and the location of fire escapes.

It is agreed that all employees will do their utmost to prevent fire and render whatever assistance is possible to ensure the safety of patients and employees in the event of fire.

#### **30.4 Health and Safety**

The attention of the parties and those employees covered by this agreement is drawn to the Health and Safety at Work Act 2015.

The principal object of this Act is to provide for the prevention of harm to employees at work.

Whilst it is recognised that the Trust is responsible to provide a safe working environment, the Trust expects all employees to partner in maintaining safe working practices. This includes staff being involved in Health and Safety programmes and the Trust will consult with employees on their involvement and responsibilities.

All employees will be responsible for their own safety and will be required to observe all safe work practices, laws and regulations in order to assist with the maintenance of a safe and healthy environment.

#### **30.5 Termination**

Four weeks' notice of termination of employment shall be given by the employer or the employee, unless a lesser period is agreed on in writing by both parties; but this shall not affect the employer's right to dismiss an employee for insubordination, dishonesty, drunkenness, or other good cause, when an employee shall be subject to instant dismissal and entitled to payment up to the day of dismissal only.

Where the required notice is not given the person improperly terminating the service shall pay or forfeit one week's wages or the value of the unexpired period of notice as the case may require.

#### **31.0 Employee Access to Personal Information**

Attention is drawn to the Official Information Act 1982. The provisions of this Act, or any amendment or Act passed in substitution for this Act shall apply.

#### **32.0 Safe Staffing and Healthy Workplace**

The employer is committed to providing safe staffing and a healthy workplace for its employees

#### **32.1 Injury Prevention, Accident Rehabilitation and Compensation Act**

The provisions of this Act or any amendment or Act passed in substitution for this Act shall apply.

#### **32.2 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), the employer 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 she/he is transported, and claim reimbursement from ACC.

#### **33.0 Payment of Wages**

**33.1** Wages shall be paid fortnightly by cheque or 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. Each employee shall be supplied with written details showing how her/his wages are made up.

**33.2** All wages shall be paid immediately following the dismissal of an employee, and when the employee leaves of her/his own accord s/he shall be paid on the final day of her/his employment.

**33.3** The employer shall be entitled to make a rateable deduction from the employee's weekly wage for time lost through the employee's own default, sickness (not covered by Clause 14 of this agreement), accident, or at the employee's own request.

**NOTE:** This means the employer must pay the employee for those hours worked or covered by paid leave provisions.

#### **34.0 Overpayment Recovery Procedures**

Attention is drawn to the Wages Protection Act 1983. The provisions of this Act, or any amendment or Act passed in substitution for this Act shall apply.

#### **35.0 Right of Access**

The authorised employee representative shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises for the purpose of interviewing any employees they are authorised to represent, or enforcing this agreement, including access to wages and time records of those employees, but not so as to interfere unreasonably with the employer's business.

#### **36.0 MERAS Meetings**

**36.1** Subject to subclauses 32.2 to 32.5 of this clause, the employer shall allow every employee party to this agreement employed by the employer to attend, on ordinary pay, at least two stop work meetings (each of a maximum of two hours duration) in each year (being the period between the first day of January and ending on the last day of December).

**36.2** The employee representative shall give the employer at least 14 days' notice of the date and time of any stop work meeting to which subclause 32.1 of this clause is to apply.

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

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

**36.5** Only employees who actually attend a stop work meeting shall be entitled to pay in respect of that meeting and to that end the employee representative shall supply the employer with a list of employees who attended and shall advise the employer of the time the meeting finished.

#### **37.0 Deductions of Union Fees**

**37.1** Where an employee has authorised in writing deductions of fees for an employee organisation, the employer shall remit such deductions to the relevant employee organisation with a list of employees for whom deductions have been made.

**37.2** Remittance shall be made at not more than monthly intervals.

### 38.0 Temporary Employment Agreements

38.1 Temporary employment agreements should only be used to cover specific situations of a temporary nature, e.g. to fill a position where the incumbent is on study or parental leave; or where there is a task of finite duration to be performed.

38.2 Temporary employment agreements while justified in some cases to cover situations of a finite nature, must not be used to deny staff security of employment in traditional career fields.

### 39.0 Abandonment of Employment

39.1 Where an employee absents herself or himself from work for more than 3 working days without the consent of the employer and without notification to the employer, the employee will be considered as having terminated their employment without notice on the last day of having reported for work.

39.2 It is the duty of the employer to make all reasonable efforts to contact the employee during the 3-day period of un-notified absence.

39.3 Where an employee was unable through no fault of their own to notify the employer, employment will not be terminated.

### 40.0 Savings

Nothing in this agreement shall operate so as to reduce the ordinary time rate (T1 rate only) of pay applying to any employee at the date of this agreement coming into force.

DATED this 8/7/2020 day of

SIGNED FOR AND ON

BEHALF OF THE  
HOKIANGA HEALTH  
ENTERPRISE TRUST

1  
1  
1



J.M. WIGGLESWORTH  
CHIEF EXECUTIVE OFFICER

Signed for and on behalf  
of MERAS (Midwifery  
Employee,  
Representation &  
Advisory Service)

Caroline Conroy  
MERAS Co-Leader  
(Midwifery)

