



**ST GEORGE'S  
HOSPITAL**

A TRADITION OF EXCELLENCE

**ST GEORGE'S HOSPITAL INC  
AND MERAS INC**

**MIDWIFERY  
COLLECTIVE AGREEMENT**



Midwifery Employee  
Representation & Advisory Services

**30 March 2020 – 28 March 2021**

## Table of Contents

(I) COVERAGE OF AGREEMENT .....	3
1. PARTIES .....	3
2. VARIATION .....	3
3. TERM .....	3
4. STATUTORY PROVISIONS .....	3
5. POLICIES AND PROCEDURES .....	4
6. DEFINITIONS .....	4
7. RESPONSIBILITIES .....	5
8. CONFIDENTIALITY .....	5
(II) PROVISIONS RELATING TO HOURS OF WORK .....	5
9. HOURS OF WORK .....	5
10. OVERTIME .....	7
11. REST PERIODS AND MEAL BREAKS .....	7
12. FULL-TIME, PART-TIME, CASUAL AND FIXED TERM WORK .....	7
(III) REMUNERATION .....	8
13. CLASSIFICATION .....	8
14. REMUNERATION AND ALLOWANCES .....	8
15. PAYMENT OF REMUNERATION .....	11
(IV) TERMS AND CONDITIONS OF EMPLOYMENT .....	11
16. DRESS STANDARD AND HYGIENE .....	11
17. UNIFORMS/PROTECTIVE CLOTHING/FOOTWEAR .....	11
18. AMENITIES AND FACILITIES .....	12
(V) PROVISIONS RELATING TO LEAVE .....	13
19. PUBLIC HOLIDAYS .....	13
20. ANNUAL LEAVE .....	13
21. LEAVE WITHOUT PAY .....	13
22. SPECIAL HOLIDAYS FOR LONG SERVICE .....	14
23. SICK/DOMESTIC LEAVE .....	14
24. BEREAVEMENT LEAVE .....	15
25. TRAINING / STUDY AND PROFESSIONAL DEVELOPMENT LEAVE .....	15
26. PARENTAL LEAVE .....	16
27. FAMILY-FRIENDLY PRACTICES .....	16
28. JURY SERVICE .....	16
(VI) GENERAL PROVISIONS .....	16
29. HEALTH AND SAFETY .....	16
30. KIWISAVER .....	17
31. MANAGEMENT OF CHANGE .....	19
32. TERMINATION OF EMPLOYMENT .....	19
33. CONTINUITY OF SERVICE .....	19
34. MEETINGS/TRAINING .....	20
35. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS .....	20
36. CONTRACTING OUT, SALE OR TRANSFER OF BUSINESS .....	21
37. RIGHT OF ENTRY .....	21
38. MERAS WORKPLACE REPRESENTATIVES .....	21
39. SAFE STAFFING .....	22



## (I) COVERAGE OF AGREEMENT

### 1. PARTIES

1.1 The parties to this Agreement shall be:

**St George's Hospital Inc** ("the employer")

and

**MERAS Inc** ("MERAS")

1.2 This Agreement shall be binding on the parties to it.

1.3 This Collective Agreement shall apply to those employees who are or become members of MERAS and who are employed as midwives or charge midwives or any other midwifery role, and new midwife employees in the first 30 days of their employment.

1.4 The parties agree that in the event that an employee previously employed on an individual contract or agreement comes within the coverage of this Agreement by becoming a member of the union party to this Agreement, the provisions of any individual agreement shall cease to apply except as otherwise specifically agreed in writing.

1.5 All employees shall receive written notification of their starting remuneration, hours of work, classification and whether employment is of a full-time, part-time, casual or fixed term nature.

1.6 **New Midwives:** The parties agree that a new midwife employee who is not a member of the union and who 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 they are given a copy of this;
- That they may join MERAS, which is a party to this collective agreement;
- How to contact MERAS and that, unless the midwife objects in 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 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 MERAS;
- That, after 30 days, if they decide not to join MERAS, their terms and conditions may be renegotiated at that time.

### 2. VARIATION

2.1 The parties accept that circumstances may arise during the term of this Agreement that warrant variation of this Agreement.

2.2 Any variation agreed to shall be recorded in writing and signed by the employer and MERAS and will be deemed to be appended to this Agreement.



April 2008

### 3. TERM

- 3.1 This Agreement shall come into force on 30 March 2020 and shall continue in force until 28 March 2021, subject to Clause 3.2 below.
- 3.2 This Agreement supersedes any other agreement for the employment of the employee parties to this Agreement, either express or implied, and any such agreements are cancelled as at the coming into force of this Agreement; provided that accrued annual leave, accrued long service leave and accrued sick leave shall remain as entitlements for employees who have qualified for such leave; and the employer shall recognise previous service with the employer in so far as it is consistent with the definition of current continuous service.

### 4. STATUTORY PROVISIONS

- 4.1 This Agreement shall include all terms implied by operation of law or incorporated by statute or otherwise.
- 4.2 The provisions of this Agreement shall not be less beneficial than those incorporated by the following statutes:

Domestic Violence – Victims Protection Act 2019  
Employment Relations Act 2000  
Equal Pay Act 1972  
Health & Safety at Work Act 2015  
Holidays Act 2003  
Human Rights Act 1993  
Minimum Wage Act 1983  
Parental Leave and Employment Protection Act 1987  
Parental Leave and Employment Protection (Paid Parental Leave) Act 2002  
Privacy Act 1993  
Wages Protection Act 1983

### 5. POLICIES AND PROCEDURES

- 5.1 All employees covered by this Agreement shall comply with the employer's policies and procedures in force from time to time. Such policies and procedures shall not be inconsistent with the terms and conditions of this Agreement.

### 6. DEFINITIONS

- |     |                                      |  |
|-----|--------------------------------------|--|
| 6.1 | <b>Annual Practising Certificate</b> | A certificate issued pursuant to the Health Practitioners Competence Assurance Act 2003.   |
|     | <b>Casual Employee</b>               | A casual employee is an employee who has no guaranteed hours of work and works as and when required by the employer.   |
|     | <b>Current Continuous Service</b>    | Current continuous service shall refer to the period of current unbroken service with the employer (inclusive of paid or unpaid leave), from the date of commencement of employment as a full-time or part-time employee up to the current reference time. |

<b>Duty</b>	The period of work required of an employee within any one period of twenty-four hours, inclusive of rest periods and meal breaks.
<b>Full-time Employee</b>	A full-time employee is an employee who normally works a minimum of 75 or 80 hours per fortnight, as determined on appointment.
<b>Midwife</b>	Includes all persons defined as midwives under the Health Practitioners' Competence Act 2003 and who hold a current Annual Practising Certificate.
<b>Part-time Employee</b>	A part-time employee is an employee who normally works less than 75 hours per fortnight on regular duties.
<b>Fixed Term Employee</b>	A fixed term employee is an employee who is employed on a fixed term agreement for a specified period or work task/project. There must be a genuine reason on reasonable grounds for the fixed term and the employee must be told the reason.

## 7. RESPONSIBILITIES

- 7.1 Every employee employed under this Agreement shall undertake any work required by the employer where such work is carried out as part of the employer's business and provided that in the opinion of the employer the employee has sufficient skills/competencies to undertake such work or alternatively she/he is working under supervision.
- 7.2 Where position descriptions are provided for such work, each employee shall undertake the work required in the position description to the required standard as outlined in the position description. Position descriptions are able to be amended from time to time, by the employer following consultation with the employee to reflect changing service/work requirements.
- 7.3 Each employee shall keep up to date with appropriate new job techniques/ professional practices in order to provide the best possible service to the benefit of clients and patients. The employer shall act as a facilitator in this process where appropriate.

## 8. CONFIDENTIALITY

- 8.1 Employees shall not utilise or disclose confidential information in regard to the employer's operations, business, clients or patients acquired by or available to them in the course of their employment, or use such information without the employer's prior authorisation. This shall not prevent employees from making appropriate ethical/professional disclosures regarding individual patient clinical status and associated legal issues. On the termination of employment all such matters shall remain confidential and shall not be utilised or disclosed without the written consent of the Chief Executive or her/his authorised representative.
- 8.2 Employees shall not make or release statements to the media or discuss the employer's business in any public forum or with any person not employed or engaged by the employer, without the written consent of the Chief Executive or her/his authorised representative.

- 8.3 A recognised workplace representative may speak to media on behalf of MERAS in relation to employment issues relevant to MERAS and its members.

## (II) PROVISIONS RELATING TO HOURS OF WORK

### 9. HOURS OF WORK

- 9.1 The ordinary hours of work shall not exceed 80 hours in any fortnight, divided into no more than 10 duties, to be worked on any days of the fortnight. Four days off shall be available each fortnight and these shall be provided in two blocks of two days at least in three weeks in four, except by mutual agreement or in exceptional circumstances. These days off may cross consecutive weeks. Except in an emergency or by mutual agreement, no employee shall work more than six consecutive duties at any one time.
- 9.2 Time worked from midnight Friday to midnight Sunday as part of the ordinary hours of work shall be paid at one and a half times the hourly rate specified in Clause 14.2.
- 9.3 Where the employer establishes that alterations in working hours are required, the employer is able to alter the hours and/or days of work of employees provided that:
- 9.3.1 Employees may be offered any of the following options to facilitate this:
- Voluntary leave without pay with the option of attaining an extra duty wherever possible, or
  - Leave without pay, or
  - Annual leave, or
  - Reduced hours in a shift, e.g. two employees working four hours each, or
  - Redeployment to another area similar to the employee's own normal work area, or
  - An alternative duty in exchange for the affected rostered duty.
- 9.3.2 In addition to the options in 9.3.1, the employer shall have the ability to cancel a duty if work is not available, subject to the following:
- No fulltime employee shall have a duty cancelled unless that employee has equivalent time off in lieu (as per Clause 10.2) or a day in lieu (as per Clause 19.3) owing or she/he agrees to have the duty cancelled, and
  - The employer has no obligation to provide work for part time employees beyond their contracted hours and is able therefore to cancel any duty which exceeds those contracted hours, and
  - No employee shall have more than three rostered duties per calendar year cancelled without her/his agreement, provided that if an alternative duty is offered within four weeks of the cancelled duty then the cancelled duty shall not count for the purposes of the maximum calculation of three duties in this sub clause. Consideration shall be taken of the employee's ability to accept such alternative duty when it is offered.
- 9.3.3 It is recognised that the employer will continue to offer some work to casual employees in order to maintain a skilled casual staff resource pool.
- 9.3.4 The provisions of Clause 9.3 shall be administered in as fair and equitable a manner as possible given the particular circumstances in a work area. Notice

of implementation of this clause shall be given as early as practicable by the employer and no later than 12 hours prior to implementation. If less than 12 hours' notice of cancellation is provided, then the employee will be paid for the shift as if the shift had been worked (i.e. as relevant daily pay).

- 9.4 A scheduled duty shall not exceed eight worked hours (exclusive of a meal break) unless mutually agreed between the employer and the employee. There shall be a minimum payment of four hours for each duty unless requested otherwise by the employee.
- 9.5 The minimum break between duties shall be nine hours unless agreed otherwise between the employer and an employee. If a break of at least nine continuous hours cannot be provided between periods of a full shift, then by mutual agreement, a late start of the following shift will be offered to ensure a nine-hour break is available. The subsequent shift will be paid as a full shift.
- 9.6 Rosters shall be displayed in a prominent place available to employees wherever possible four weeks in advance of work, but taking into account the needs and work requirements of the particular work area. Changes to the roster are able to be made by mutual agreement.
- 9.7 Notwithstanding Clauses 9.1 and 9.4, an employee shall work any additional hours or exceed eight worked hours in a duty as may be necessary to undertake her/his responsibilities as required under Clause 7. Notice of such additional work shall be given as early as practicable by the employer.
- 9.8 Employees shall record all hours worked as required by the employer.
- 9.9 Time worked during each day's duty shall be continuous apart from the specified breaks in Clause 11 or where mutually agreed otherwise or in unforeseen situations.
- 9.10 Allowances for night rate are included in Clause 14.3.

## 10. OVERTIME

- 10.1 Overtime is time worked at the request of the employer in excess of:
- 8 hours in a day or the end of the rostered shift, whichever is the greater; or
  - 80 hours in a pay fortnight
- 10.2 An employee who works overtime shall be allowed equivalent time off in lieu of actual time worked. Such time off in lieu shall be taken at a time mutually agreed between the employer and the employee and consistent with work demands. Equivalent time-off in lieu shall accumulate to a maximum of 24 hours, after which payment will automatically apply for such overtime worked.
- 10.3 Where the employee requests overtime payment in place of the time in lieu provided in Clause 10.2, overtime shall be paid at one and a half times the hourly rate established under Clause 14.2 for the first three hours of overtime in any one day, and double time thereafter for extra overtime hours on that day.
- 10.4 Notice of overtime shall be given as early as practicable.



## 11. REST PERIODS AND MEAL BREAKS

- 11.1 The following rest periods and meal breaks shall apply:
- 11.1.1 Each employee is entitled to a paid rest period of 10 minutes within each four hour period of work. Rest periods shall not interfere with service to patients/work requirements.
  - 11.1.2 Each employee is entitled to an unpaid meal break of not less than half an hour for each five-hour work period. Meal breaks shall be taken at a time mutually agreed between the employer and the employee. No midwife shall be required to work for more than five hours continuously without being offered a meal break of not less than half an hour within three to five hours of the shift starting time.
  - 11.1.3 The taking of rest periods and meal breaks is able to be varied by agreement between the employer and the employee.
  - 11.1.4 The employer shall supply tea, coffee, chocolate drink, milk, sugar and hot/cold water at no cost to the employee for use during rest periods and meal breaks.
- 11.2 A midwife unable to be relieved from the workplace for a meal break shall be allowed to have a meal while on duty and this period shall be regarded as working time.

## 12. FULL-TIME, PART-TIME, CASUAL AND FIXED TERM WORK

- 12.1 An employee may be employed on a full-time, part-time, casual or fixed term basis, subject to the appropriate definitions in Clause 6.1.
- 12.2 Employees working less than a full-time employee's hours of work shall have their remuneration calculated on a pro rata basis where remuneration is expressed in daily, weekly, or yearly terms.

## (III) REMUNERATION

### 13. CLASSIFICATION

- 13.1 The following are the classifications of employees employed under this Agreement:

**"Charge Midwife"**, in relation to a maternity ward or annex, a registered midwife, who holds a current annual practising certificate, who is appointed to be in charge of the maternity staff employed therein and who is responsible for the ongoing allocation of work (which need not necessarily include rostering) and the supervision of maternity staff employed therein.

**"Hospital Co-ordinator"** means a registered nurse or registered midwife who has delegated responsibility for after-hours operational management of the hospital and clinical services, including co-ordination of resources to best meet workload requirements and patient bed management. Demonstrates and applies clinical expertise either directly or through coaching or supervisory function. This will be applicable only at times when a Nursing Co-ordinator is not present.

**Lactation Consultant** means a midwife appointed to a lactation consultant role within the maternity service.

**“Midwife”** means a person who is registered in New Zealand as a midwife, is employed in this capacity and holds a current annual practising certificate.

**“Midwife Educator”** means a registered midwife appointed to a designated role responsible for facilitating clinical education for the maternity workforce, providing clinical advice and support, assessing learner deficits, planning, implementing and evaluation of all training and in-service programmes.

- 13.2 The position classification descriptions in Clause 13.1 are indicative only of the positions and do not necessarily include all work responsibilities.

#### 14. REMUNERATION AND ALLOWANCES

- 14.1 The parties agree that this Agreement provides minimum rates of pay. The payment of rates more favourable to individual employees than these rates shall not be inconsistent with the provisions of this Collective Agreement.

- 14.2 The following minimum annual salaries shall be paid for all time worked except where established otherwise in this Agreement. Salaries shall be divided by 2086 for the purpose of establishing an hourly rate.

On appointment, the employer may, at its sole discretion, place employees on any step of the relevant scale, taking into account the following factors:

- Previous midwifery experience;
- Degree of difficulty in recruiting for specific skills and/or experience required for the position.

Classification	Step/Year	MERAS	Annual	Hourly rate \$	Annual	Hourly Rate \$	Annual
		Hourly Rate \$ 14/10/2019	Salary \$ 14/10/2019	30/3/2020	Salary \$ 30/3/2020	3/8/2020	Salary \$ 3/8/2020
Educator /Lactation Consultant	Year 3 and Sub	46.66	97,328	46.51	101,198	49.48	103,222
	Year 2	45.04	93,956	45.42	94,741	46.33	96,636
	Year 1	43.33	90,377	43.73	91,231	44.61	93,056
Charge Midwife	CM3 and Sub	49.62	103,499	51.11	106,617	52.13	108,749
	CM2	48.04	100,212	48.04	100,212	48.90	102,003
	CM1	47.06	98,184	47.06	98,184	47.18	98,423
Registered Midwife	RM7 and Sub	38.95	81,255	38.95	81,255	39.73	82,880
	RM6	37.82	78,889	37.82	78,889	38.57	80,467
	RM5	36.72	76,604	36.72	76,604	37.45	78,124
	RM4	33.05	68,945	33.05	68,945	33.71	70,314
	RM3	31.28	65,257	31.28	65,257	31.90	66,549
	RM2	29.45	61,426	29.45	61,426	30.03	62,644
	RM1	27.19	56,723	27.19	56,723	N/A	N/A



## Criteria for Movement

From 3 August 2020 all new midwife graduates will commence on Step 2 of the Registered Midwives Salary Scale. Thereafter progression through the Registered Midwife salary scale to Step 5 will be as follows: The "years" shown count from completion of training and registration as a midwife. For the purpose of this clause, "year" means 12 months' full-time employment (including any periods of holiday or other approved leave of absence) in the health sector, or its equivalent by part-time employment (2086 hours), substantiated by a service record, with a maximum of 24 calendar months service for each "year". "Sub" means subsequent years.

Progression through the Registered Midwife salary scale will be by annual increment at anniversary date for steps 5 to 7 inclusive. Registered Midwives who have been on Step 5 of the salary scale for 1 year or more, but have not yet progressed to Step 6, will progress to Step 6 from 30 March 2020, and Registered Midwives who have been on Step 6 of the salary scale for 1 year or more, but have not yet progressed to Step 7, will progress to Step 7 from 30 March 2020.

Movement to Midwife Consultant or Leadership levels, as appropriate, is in accordance with the Quality Leadership Programme (QLP) which is attached to this agreement as the First Schedule.

- 14.3 The following allowances shall be paid in addition to the remuneration specified in Clause 14.2 of this Agreement:

### Hospital Co-ordinator

When a Nursing Co-ordinator is not present in the hospital, the employer shall nominate an employee to carry out the role of "Hospital Co-ordinator". Any Registered Midwife appointed to a Hospital Co-ordinator's role shall be paid an additional \$4.76 per hour but in total, with the hourly rate, shall be paid no more than \$48.78 from 30 March 2020 (\$49.76 from 3 August 2020) for each hour worked in that role.

### Acting Charge Midwife

If acting up to cover Annual Leave or Sick leave of the Charge Midwife, and working four or more consecutive days, and undertaking the full responsibilities of the Charge Midwife, the Acting Charge Midwife shall be paid Step 1 of the Charge Midwife rate as set out in Clause 14.2 for each hour worked in that role. When acting up as a regular part of the roster, then the Acting Charge Midwife shall be paid an allowance of \$4.50 per hour for those hours worked.

### Uniforms/Protective Clothing/Footwear

A footwear allowance of 155.30 per annum, paid in arrears based on the anniversary date of each employee (except for casual employees) and calculated in accordance with each applicable employee's annual hours worked as a proportion of full-time hours, shall be paid to employees where the employee is requested to provide their own footwear for work; provided that casual employees shall be paid a footwear allowance of \$0.60 per duty in lieu of the above annual allowance.

### Meal Allowance

An employee, who is required to work more than two hours beyond the end of her/his shift shall be paid a meal allowance of \$9.22 or at the option of the employer, be provided with a meal.

### Night Rate

Employees working on the afternoon roster shall receive a night rate, which shall be paid at quarter time in addition to the ordinary hourly rate of pay, for all ordinary hours of work (other than overtime) which fall after 8.00 pm on any night from midnight Sunday/Monday to midnight Friday/Saturday. Employees working on the night roster shall receive a night rate, which shall be paid at quarter time in addition to the ordinary hourly rate of pay, for all ordinary hours of work (other than overtime) which fall between 10.45 pm and 7.15 am on any night from midnight Sunday/Monday to midnight Friday/Saturday.

### **Quality and Leadership Programmes**

In recognition of the importance of increasing the number of leadership and confident midwives, an employee who reaches the following domains on the QLP will receive a pro-rated allowance as long as the employee maintains that domain. All domains of practice allowances shall be added to the base rate of pay and be payable on all hours worked, and shall attract penal rates and overtime. The allowances are not cumulative and relate only to the level that the employee is practicing at.

The rates of these allowances (calculated for 40 hours' work) are as follows:

Midwife Leadership	\$5,265 per annum or \$2.52 per hour
Midwife Confident	\$3,282 per annum or \$1.57 per hour

*Note:* A designated senior midwife placement on and progression through the salary scale is not dependent on QLP. QLP will continue to operate separately from salary progression.

All Midwives will be able to progress within the Quality Leadership Programme, with all Midwives required to demonstrate a competent level of practice. Achievement of the domains of confident and leadership is voluntary.

### **Reimbursement for Annual Practising Certificate**

Where an employee is required by statute to hold an annual practising certificate in order to undertake her responsibilities, then the cost of such certificate shall be reimbursed to the employee by the employer, provided that reimbursement of a casual employee's annual practising certificate will be fully reimbursed if the casual employee only works at St George's Hospital, or half will be reimbursed if the casual employee works for two or more employers.

- 14-4 An employee will qualify for only one (the higher) of night rate, weekend work, public holiday work or overtime payments to be applied at any one time.

## **15. PAYMENT OF REMUNERATION**

- 15-1 Payment of remuneration shall be by direct credit to a nominated bank account.
- 15-2 The pay period shall be fortnightly with remuneration paid no later than the Thursday following the completion of each pay period.
- 15-3 The employer shall be entitled to make a rateable deduction from the employee's remuneration in accordance with the Wages Protection Act 1983 for any time lost through an employee's own default, sickness (where no special leave entitlement exists), accident, or in instances of over payment (including through a payroll error), or where directed by statute, following consultation with the employee. Any further pay deductions will be at the discretion of the employer upon request by the employee and must be authorised in writing by the individual employee and such deduction authority must be given to the employer prior to the commencement of any deductions.
- 15-4 The employer shall, upon written request from the employee, deduct from the employee's remuneration, union fees. Such fees shall be remitted at least monthly to MERAS.

- 15.5 An employee shall be provided with a fortnightly pay statement showing details of earnings and any deductions that are made and any pay variations.
- 15.6 All outstanding monies and holiday pay shall be paid on the termination of any employee's employment on the last working day provided that the required notice has been given, otherwise without undue delay. On termination, the employer shall be entitled to deduct any monies owed by the employee to the employer from any final payment.

## **(IV) TERMS AND CONDITIONS OF EMPLOYMENT**

### **16. DRESS STANDARD AND HYGIENE**

- 16.1 The employer shall require employees to wear normal work dress (including footwear) appropriate to the position as determined by the employer and such dress shall be maintained by the employee in a clean and tidy condition satisfactory to the employer.
- 16.2 Where required by professional practice and/or legislation employees shall comply with specified hygiene standards.

### **17. UNIFORMS/PROTECTIVE CLOTHING/FOOTWEAR**

- 17.1 Where employees are required to wear uniforms and/or protective clothing/footwear on duty in addition to normal work dress, such uniforms/protective clothing shall be of an approved standard and design/style as determined by the employer. Items covered by this clause will be specified by the employer.
- 17.2 The uniforms/protective clothing/footwear referred to in Clause 17.1 shall, at the employer's discretion, be either supplied by the employer in which case:
- 17.2.1 The uniforms/protective clothing/footwear will remain the property of the employer.
- 17.2.2 They shall be replaced on an "exchange fair wear and tear" basis at the employer's discretion.
- 17.2.3 Where deemed necessary by the employer, uniforms/protective clothing/footwear shall be laundered at the employer's expense.
- 17.2.4 All uniforms/protective clothing/footwear shall be returned to the employer on termination of employment. Where an employee fails to return any item/s then the cost of such item/s shall be deducted from the employee's final payment in accordance with the following formula:
- | Time   | Percentage of Value |
|--|---------------------|
| Up to 3 months from date of issue            | 75% of the value    |
| 3 months & up to 6 months from date of issue | 50% of the value    |
| 6 months & up to 9 months from date of issue | 25% of the value    |
- or supplied by the employee in which case:
- 17.2.5 Uniforms/protective clothing/footwear shall be maintained by the employee in a clean and tidy condition to the employer's satisfaction.

- 17.2.6 An allowance shall be paid as per Clause 14.3 in recognition of the employee supplying and maintaining such uniforms/protective clothing/footwear.

## 18. AMENITIES AND FACILITIES

- 18.1 Amenities and facilities will be provided in accordance with the Health and Safety at Work Act 2015.
- 18.2 Employees shall be provided with a secure cupboard area specifically for safekeeping of personal belongings while on duty.

## (V) PROVISIONS RELATING TO LEAVE

### 19. PUBLIC HOLIDAYS

- 19.1 Subject to any express provisions of this agreement, public holidays are observed in accordance with the Holidays Act 2003. The recognised holidays shall be those set out in the Holidays Act 2003, provided that Anniversary Day will be observed on Show Day.
- 19.2 Due to the nature of the operation, on giving reasonable notice, employees may be required to work on any of the recognised public holidays referred to in the Holidays Act 2003. In that event employees will be paid double time for time worked and, provided that the public holiday falls on a day that would otherwise be a working day for the employee, will be provided with an alternative paid day's holiday.
- 19.3 It is agreed in accordance with Section 57(1) of the Holidays Act 2003 that those employees who work on a public holiday on the weekend shall take their alternative holiday on the same shift on any day of the week (subject to the normal leave application process), and those employees who work on a public holiday which falls on Monday to Friday shall take their alternative holiday on the same shift on any Monday to Friday (subject to the normal leave application process).
- 19.4 When a public holiday occurs during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not debited against such leave.
- 19.5 Where a public holiday is observed on other than a Saturday or Sunday and the public holiday falls on the rostered day off of a fulltime employee, then the employee will have the public holiday either paid out or a paid alternative holiday granted.

### 20. ANNUAL LEAVE

- 20.1 Full-time or part-time employees shall be entitled to five weeks' annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause. It is agreed under Section 27(1) of the Holidays Act 2003 that employees will continue to receive their holiday pay in the pay period in which the holiday is taken.
- 20.2 Casual or fixed term employees shall be entitled to annual leave in accordance with the provisions of the Holidays Act 2003.

- 20.3 Annual leave is able to be accrued to a maximum of two years' entitlement with the approval of the employer.
- 20.4 Annual leave shall be taken to fit in with service/work requirements and may include anticipation of up to one year's annual leave entitlement by agreement with the employer.

## 21. LEAVE WITHOUT PAY

- 21.1 Full-time or part-time employees are able to take leave without pay providing such leave is mutually agreed between the employer and the employee.

## 22. SPECIAL HOLIDAYS FOR LONG SERVICE

- 22.1 A full-time or part-time employee shall be entitled to special holidays in addition to annual leave as follows:
- 22.1.1 One special holiday of two weeks after the completion of 15 years of current continuous service with the employer which shall be taken before the completion of 25 years of current continuous service with the employer.
- 22.1.2 One special holiday of three weeks after the completion of 25 years of current continuous service with the employer which shall be taken before the completion of 35 years of current continuous service with the employer.
- 22.1.3 One special holiday of five weeks after the completion of 35 years of current continuous service with the employer which shall be taken before the date of retirement.
- 22.2 All such special holidays provided for in sub-clause 22.1 shall be on current rates of pay, paid pro-rata for part-time employees for average hours worked in accordance with the Holidays Act 1981, and are to be taken, where possible, in one period at such time as agreed between the employer and the employee.
- 22.3 If an employee having become entitled to a special holiday leaves her/his employment before such holiday has been taken she/he shall be paid in lieu thereof.
- 22.4 Where the employer and the employee mutually agree payment may be made in lieu of the holiday being taken.

## 23. SICK/DOMESTIC LEAVE

- 23.1 A full-time or part-time employee shall be entitled in each period of twelve months for which she/he works for the employer, to sick/domestic leave as follows:

Contracted number of duties worked per fortnight on a regular basis	Number of days sick/domestic leave per twelve month period	Maximum number of days of unused sick/domestic leave able to be accumulated
9 or more	10	55
8	8	44
6 - 7	6	33
5 or less	5	28

- 23.2 Sick/domestic leave referred to in Clause 23.1 may be taken when an employee is sick, or the spouse or partner of an employee is sick, or a dependent child or a dependent parent of an employee or of the spouse or partner of an employee is sick.
- 23.3 Sick/domestic leave shall be paid in accordance with the Holidays Act 2003.
- 23.4 Notice shall be given to the employer as soon as possible of absence due to sick/domestic leave, and where at all possible before the commencement of work.
- 23.5 For any sick/domestic leave taken during the first six months of employment and for any sick/domestic leave taken in excess of five days in any subsequent period of 12 months, the employer is able to require a claim for leave to be supported by a medical certificate obtained at the employee's expense. Where such a request is made the employee shall provide a medical certificate to the employer as soon as possible.
- 23.6 Casual employees are entitled to sick leave if they have worked an average of 10 hours a week over the past six months and at least one hour in every week during that period or no less than 40 hours in every month.
- 23.7 In considering the grant of leave under this clause the employer shall recognise that discretionary sick and domestic leave is to ensure the provision of reasonable support to staff having to be absent from work where their entitlement is exhausted. Requests should be considered by Human Resources in the quickest time possible, taking into account the following:
- The employee's length of service
  - The employee's attendance record
  - The consequence of not providing the leave
  - Any unusual and/or extenuating circumstances
- The decision maker is expected to seek appropriate guidance before responding and will provide the response in writing with reasons as appropriate.
- 23.8 **Sickness During Paid Leave:** For sickness occurring during paid leave such as annual leave or long service leave, refer to St George's Policy which is available on the Intranet.

## 24. BEREAVEMENT LEAVE

- 24.1 Where the employer is satisfied that the circumstances warrant it, the employer may, on the death of an employee's partner, child, parent, brother, sister, parent-in-law, grandparent, step-parent, step-child, step-brother, step-sister, grandchild or in any special case where the employee is responsible for making funeral arrangements, grant to the employee bereavement leave for a period of up to but not exceeding three days.
- 24.2 The employer agrees that on application it may be appropriate to grant up to one day's bereavement leave in order to accommodate various special bereavement needs not recognised in Clause 24.1, where the employer accepts that the employee has suffered a bereavement. The employer agrees that on application, it may be appropriate to grant leave without pay in order to accommodate various special bereavement needs such as travel to funerals or tangihanga. The length of time off shall be at the discretion of the employer and should not be unreasonably withheld.
- 24.3 Bereavement leave shall be paid in accordance with the Holidays Act 2003.



## 25. TRAINING / STUDY AND PROFESSIONAL DEVELOPMENT LEAVE

### 25.1 Professional Development

- (a) 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 she works with and the organisation.
- (b) Midwives who are full time employees are entitled to 16 hours per annum of paid professional development leave approved by the employer in accordance with the employer's policies and procedures and taking into account operational requirements. Part-time employees' entitlement will be pro-rated to a minimum of 8 hours. Additional paid leave may be approved if the professional development is mutually beneficial to St George's.
- (c) Leave and funding to attend conferences or undertaking study, research or other projects relevant to the employer's business and preparation for the Quality Leadership Programme may be granted at the employer's discretion. In addition, midwives working on obtaining or maintaining skill levels associated with the Professional Development Framework are entitled to one day's additional leave in order to undertake research or study associated with meeting the framework's requirements, or one day's leave will be granted on successfully achieving either QLP domain.
- (d) The employer will pay the cost of Midwifery Standards Review and one hour for attendance at review every 3 years for all permanently employed midwives.
- (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 form needs to be completed and approved for all education and professional development leave & expenses prior to this being taken. Approval needs to have been granted before the relevant roster period.

## 26. PARENTAL LEAVE

26.1 Parental leave shall be granted in accordance with the Parental Leave and Employment Protection Act 1987 and the Parental Leave and Employment Protection (Paid Parental Leave) Act 2002.

26.2 **Paid Parental Leave:** Refer to St George's Policy which is available on the Intranet. Note that the Policy includes new statutory provisions around keeping in touch with the workplace. Midwives should note that any reduction in hours of work prior to commencing parental leave will affect the top-up payment.

## 27. FAMILY-FRIENDLY PRACTICES

The employer recognises the importance of family friendly practices in the workplace and will work with midwives to develop an environment where family friendly policies are practised.

**Breastfeeding at work:** St George's has policy to encourage employees who are breastfeeding, including the provision of breastfeeding facilities. This is available on the Intranet.

**Paid Family Violence Leave:** St George's has a policy to comply with the Domestic Violence – Victims Protection Act 2019. This is available on the Intranet.

## **28. JURY SERVICE**

- 28.1 Where an employee is required to undertake jury service, the difference between the fees (excluding reimbursing payments) paid by the Court and the employee's expected pay for scheduled work shall be made up by the employer for a maximum of up to one week's jury service in any one calendar year, provided that the employee returns to work immediately on any day she/he is not actually serving on a jury, and further provided that the employee produces the Court expenses voucher to the employer. Additional payments for time off work for jury service in excess of one week in a year may be made at the employer's discretion.
- 28.2 An employee called for jury service may elect to take annual leave and retain the juror's fees and expenses paid. Or, in the cases of leave without pay, or an employee's off-duty time, the employee may retain the juror's fees and expenses paid and would not receive payment from the employer.
- 28.3 An employee called for jury service shall advise the employer as soon as practicable.

## **(VI) GENERAL PROVISIONS**

### **29. HEALTH AND SAFETY**

- 29.1 The employer shall comply with the provisions of the Health and Safety at Work Act 2015 concerning safety, health and welfare matters. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken.
- 29.2 It shall be the responsibility of the employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.
- 29.3 It shall be the responsibility of every employee covered by this agreement to work safely and to report any hazards, accidents or injuries as soon as practicable to her/his supervisor.
- 29.4 It is a condition of employment that safety equipment and clothing required by the employer to be worn or used by the employee must be worn or used and that safe working practices must be observed at all times.

### **30. KIWISAVER**

The employer will keep in place, unless requested otherwise, actual individual KiwiSaver Superannuation Scheme percentage payment arrangements for contributing employees as they were as at 30 April 2010. For the avoidance of doubt, this clause does not require the employer to make contributions in situations outside the specifications of section 101A and 101C of the KiwiSaver Act 2006. All other contributing employees will have the scheme applied as per current KiwiSaver legislation.

### **31. MANAGEMENT OF CHANGE**

- 31.1 The parties accept that changes in the means of delivery of health services are necessary in order to ensure the ongoing efficient and effective delivery of health services. Furthermore the parties recognise that they have a mutual interest in ensuring that

health services are provided efficiently and effectively and that all employees have an important contribution to make in this regard.

31.2 The employer acknowledges that consultation between the parties to this Agreement as well as employees is desirable on matters of mutual concern and interest. The consultation process for managing change shall be as follows:

31.2.1 The initiative being consulted about should be presented by the employer as a proposal or "proposed intention or plan" which has not yet been finalised.

31.2.2 Sufficient information (subject to commercial sensitivity) must be provided by the employer to enable the party/parties consulted to develop an informed response.

31.2.3 Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.

31.2.4 Genuine consideration must be given by the employer to the matters raised in the response.

31.2.5 The final decision shall be the responsibility of the employer.

31.3 When as a result of the restructuring of the whole, or any parts of the employer's operations, the employer requires a reduction in the number of employees or employees can no longer be employed in their current position, at their current remuneration or work location or with their current ordinary hours of work (i.e. the terms of appointment to their present position), then the options in Clause 31.6 below shall be invoked.

31.4 The employer will advise the employees in the work area affected by the restructuring and their duly authorised representative of any proposed surplus prior to the date that notice is to be given to employees whose position/s are surplus. The employees directly affected and their duly authorised representative shall meet with the employer to discuss any options appropriate to the circumstances as they relate to each employee and the parties shall use their best endeavours to reach agreement on which is the most appropriate option. The aim of all parties is to minimise the use of severance.

31.5 On request, employees and their duly authorised representative will be supplied by the employer with relevant information (subject to commercial sensitivity) where this is available.

31.6 The following are the options referred to in Clauses 31.3 and 31.4 above:

31.6.1 *Reconfirmed in position/reassignment.*

Where a position is to be transferred into a new structure at a similar level and where there is only one candidate for the position who meets minimum requirements, that employee is to be confirmed in the position. Where there is more than one candidate the position will be advertised with the appointment made using normal appointment procedures.

31.6.2 *Attrition.*

Attrition occurs where employees leave the organisation and are not replaced.

31.6.3 *Redeployment.*

Employees may be redeployed to either new/additional work or to a new position at the same or lower base remuneration in the same or a new location. Where the position is at a lower base remuneration a "one-off" equalisation allowance will be paid to compensate the employee for loss of remuneration. The equalisation allowance will be calculated as the difference

between the old and the new base remuneration at the time of redeployment (ie a differential, once-only payment based on 12 months "loss").  
Redeployment may involve employees undertaking additional training.

31.6.4 *Leave without pay.*

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

31.6.5 *Retraining.*

Where a skill shortage is identified the employer may offer a surplus employee retraining at the employer's expense in order to meet that skill shortage.

31.6.6 *Severance.*

Where the employer is not able to exercise any of the above options then the employee's employment shall be terminated with payment of appropriate severance compensation in accordance with Clause 30.

31.7 Full-time or part-time employees whose employment is terminated as the result of a staff surplus situation shall receive not less than four weeks' notice or in lieu of such notice shall receive up to four weeks' base remuneration, as appropriate.

In the event of severance, and subject to Clauses 30.8, 30.9 and 30.10 below, compensation shall be calculated on the basis of:

- six weeks' base remuneration for the first completed year of service with the employer
- and two weeks' base remuneration for each subsequent completed year of service with the employer up to a maximum of ten years,
- provided that the maximum amount of compensation payable shall not exceed a total of 26 weeks' base remuneration.

An employee with less than one year's service with the employer shall receive compensation of six weeks' base remuneration.

Part-time employees receive a pro-rata calculation.

"Service" for the purpose of this sub-clause means current continuous service with the employer. "Base remuneration" means the remuneration applicable for the contracted hours of an employee.

31.8 An employee shall not be entitled to severance compensation when the employee's employment is being terminated by the employer by reason of the sale or transfer by the employer or a purchaser of the whole or part of the business, and the person acquiring the business or part thereof has:

31.8.1 Offered the employee continued employment on substantially similar terms and conditions, and

31.8.2 Agreed to treat service with the person acquiring the business as current continuous service.

This shall include the situation where the employee accepts new employment with another provider as the result of the reallocation of work by a purchaser (e.g. the Ministry of Health or a District Health Board); provided that the employer shall be obliged to negotiate an appropriate severance arrangement consistent with the equalisation formula stated in Clause 31.6.3 (but at no stage exceeding any compensation which would have been payable under Clause 31.7) where the conditions in Clauses 31.8.1 and 31.8.2 are not offered by the new provider.

- 31.9 No employee shall be entitled to severance compensation if that employee is a fixed term or casual employee.
- 31.10 The employer and the employee/s or their duly authorised representative are able to agree on alternative severance compensatory payments to those provided in this Clause.
- 31.11 The employer shall make counselling services available for employees whose employment is terminated as the result of a staff surplus situation. The nature of and requirements for counselling shall be assessed by the employer.

## 32. TERMINATION OF EMPLOYMENT

- 32.1 Employment may be terminated by the employer by the giving of four weeks' written notice of termination or payment in lieu of that notice in the case of permanent employees, and one day's notice of termination in the case of casual employees. Fixed-term employees shall cease their employment upon the termination of their fixed term agreement. This shall not prevent the employer from summarily dismissing any employee for serious misconduct.
- 32.2 An employee may resign by giving four weeks' written notice, or such lesser notice period as may be agreed between the employer and the employee.
- 32.3 Where an employee absents herself/himself from work for a continuous period exceeding three working days without the consent of the employer, and without justifiable cause, she/he shall be deemed to have abandoned her/his employment without notice.
- 32.4 Upon termination of employment the employer shall, on request, provide the employee with a certificate of service stating dates and capacity of employment.

## 33. CONTINUITY OF SERVICE

- 33.1 For the purpose of this agreement current continuous service will not be deemed to be broken by reason of the sale or transfer, including merger, of the employer's business to a new employer who continues to employ such employees without an interruption in their service.

## 34. MEETINGS/TRAINING

- 34.1 Consistent with the requirements of the Employment Relations Act 2000, employees shall be entitled to up to four hours paid time to attend at least two union meetings during each calendar year. The employer must be consulted regarding any request for such a meeting so that arrangements are mutually agreed in respect of date, place and time of such meeting. Payment will only be made on proof of attendance. Sufficient employees, as determined by the employer, will remain at work so that the employer's business is maintained during any meeting.
- 34.2 The union representative will be able to attend such meetings referred to in Clause 34.1, subject to the provisions of Clause 37.1.
- 34.3 Where required, employees shall attend meetings/training called by the employer. Attendance at such meetings/training shall be paid at the hourly rate specified in Clause 14.2. Time at meetings/training shall not count as time worked for the purposes of calculating the ordinary hours of work nor count in the calculation for overtime. Alternatively the employer and the employee may agree for the employee to take paid

time off in lieu at a mutually convenient time instead of receiving payment for attendance at meetings/training. Meetings/training held under this sub-clause shall be identified as such prior to commencement.

- 34-4 Employees are entitled to employment relations education leave pursuant to the Employment Relations Act 2000.

## 35. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

### 35-1 Definitions

**Employment Relationship Problem** includes a personal grievance, a dispute, and any other problem relating to or arising out of an employment relationship, but does not include any problem with the fixing of new terms and conditions of employment.

**Personal Grievance** means a claim of unjustifiable dismissal, unjustifiable disadvantage (where the employee claims that her/his employment, or her/his conditions of employment, has been affected to her/his disadvantage by some unjustifiable action by the employer), discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employees' organisation.

**Dispute** means a dispute about the interpretation, application or operation of an employment agreement.

### 35-2 Raising a Personal Grievance or Other Problem

- i) If an employee considers she/he has a personal grievance the employee must raise the grievance with the employer by making the employer aware of the personal grievance that the employee wants to have addressed. The employee is entitled to seek advice and assistance from a union representative in raising and discussing the problem. The employee shall have the opportunity of having a union delegate/official present at any meeting with the employer.
- ii) An employee must raise the personal grievance within 90 days after the action complained of, or the date the employee became aware of it, unless the employer consents to the personal grievance being raised after the expiration of that period.
- iii) For any other employment relationship problem, an employee should advise the employer of the existence and nature of the problem, as soon as practicable and that the employee wants something done about it.

### 35-3 Procedure - All Employment Relationship Problems (including Personal Grievance)

- i) If the employment relationship problem cannot be resolved by discussion between the employer and employee, then either party may request assistance from the Ministry of Business, Innovation and Employment who may provide mediation services. This may include:
  - provision of information or explanation as to where information can be found by way of telephone, fax, email or internet;
  - provision of information through pamphlets, brochures or booklets;
  - specialist services, including mediation hearings and meetings.
- ii) If the problem is not resolved by mediation, an employee may apply to the Employment Relations Authority for investigation and resolution.

- iii) In certain circumstances an employee will be able to appeal to the Employment Court and the Court of Appeal if they are unhappy with the outcome at the Employment Relations Authority.

### 36. CONTRACTING OUT, SALE OR TRANSFER OF BUSINESS

- 36.1 The parties, in compliance with the provisions of S54 (3) (a) (ii) of the Employment Relations Act 2000, agree that in the event ongoing employment on the same or no less favourable basis is not offered by the purchaser of the whole or part of the employer's business, or a contractor, the provisions of Clause 30 of this agreement shall apply.

### 37. RIGHT OF ENTRY

- 37.1 An employee's duly authorised representative shall, with the consent of the employer, be allowed reasonable access to the work site for the purpose of matters concerning its members and/or union business, provided that work disruption is minimised.

### 38. CONFLICT OF INTEREST

- 38.1 Except by mutual agreement in writing with the employer, employees shall not during their employment with the employer place themselves in a position where, in the opinion of the employer, they are engaged directly or indirectly in providing services which could reasonably be regarded as competing with the interests of the employer. It is not the employer's intention to limit normal part-time/casual employment opportunities with other employers or in independent practice in an LMC role or as a locum.

### 39. MERAS WORKPLACE REPRESENTATIVES

- 39.1 The employer accepts that MERAS Workplace Representatives are the recognised channel of communication between MERAS and the employer in the workplace. Accordingly paid time off (at ordinary time rates) shall be allowed for MERAS delegates to attend meetings approved by the employer.
- 39.2 Prior approval for such meetings shall be obtained from the Hospital Manager or delegate. Such approval shall not be unreasonably withheld.
- 39.3 This clause does not prevent the employer from communicating directly with MERAS where required.

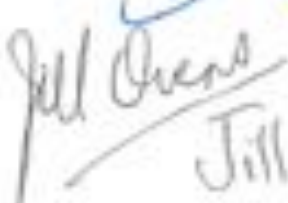
SIGNED THIS DAY:

26 June 2020

For: St George's Hospital Inc

  
Gray Brooks

For: MERAS Inc

  
Jill Owens

## FIRST SCHEDULE

The First Schedule consists of the following documents that staff can access from St George's Intranet:

- Quality Leadership Programme for Registered Midwives (QLP)