



Birthcare Auckland Limited
and
Midwifery Employee Representation
and Advisory Service (MERAS)

COLLECTIVE AGREEMENT

1 August 2020 – 16 September 2021

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1.0 Parties

1.1 The parties to this Agreement are:

(The "Employer" or "Birthcare Auckland Limited")

AND

Midwifery Employee Representation and Advisory Service (MERAS)

(Union)

Intent of this Agreement

The parties recognise the value of working co-operatively 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:

- (a) 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.
- (b) 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.
- (c) 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
- (d) 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 from 1 August 2020 to 16 September 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 Birthcare Auckland Ltd as midwives (excluding the Clinical Co-ordinator and Clinical Midwife Manager) who are or become members of MERAS.
- 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

The parties agree that subject to the provisions of Section 62 of the Employment Relations Act 2000 any midwife whose work is covered by the coverage clause of this Agreement (Clause 2.1 above) who is employed by the Employer between the date this Agreement comes into effect and the expiry date, shall inform the employee:

- that this Collective Agreement is in place and they are given a copy of this Agreement
- of information on how to join a Union that is party to this Agreement, including an active choice form to be supplied to MERAS, unless the new employee has objected by ticking the relevant box on the form;
- that from the date of becoming a MERAS member, be entitled to all the benefits and be bound by all the obligations under this Agreement.

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

"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.

"Casual Employees": are those employees who are employed on an "as required" basis and paid for any hours worked. Each period of casual employment is separate and distinct. Casual employees have the right to decline any shift they are offered to work.

"Part Time Employees": an employee who is employed on a permanent basis but works less than 80 hours per fortnight. Any wages and benefits (except sick leave) will be pro-rated according to the hours worked unless specifically stated in this Agreement

"Full Time Employees" are those employees whose ordinary hours of work shall be 80 hours per fortnight for those who regularly work 8 hour shifts or a mix of 8 and 12 hour shifts or 84 hours for those staff who regularly work 12-hour shifts.

"Temporary / fixed term midwife" means an employee who employed for a specified limited term, for example to replace a midwife on parental leave or long-term accident or sickness. There is no expectation of ongoing employment. Temporary Agreements should not be used to deny staff security of employment.

Current Continuous Service means service with the employer and its predecessors. Does not include periods of casual employment.

5.0 Provisions relating to hours of work

The parties note that the purpose of Health and 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.

- (a) 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 Clinical Midwife Manager.
- (b) Rosters shall be developed and reviewed in line with the rostering policy in place at Birthcare and attached as Appendix A.
- (c) 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.
- (d) Birthcare appreciates and values the willingness of employees who change shifts to ensure maximum efficiency, safe staffing and that we meet the needs of our customers. As such, where Birthcare requires any permanent employee to change their rostered shift to suit the business and the relevant notice period as outlined in clause 5.2 (k) is not provided, then the employee will be entitled to a payment of \$100 gross.
- (e) Casual staff who are called into work with less than 2 hours' notice will be entitled to a payment of \$70 gross per shift.
- (f) 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.

5.1 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 appropriate 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 as follows:

- the shift coordinator will be informed of the situation by the staff member
- the staff member will not be required to take additional workload until strategies have been implemented to address the immediate workload issues (redeployment of staff or patients), notwithstanding any immediate duty of care requirements.
- All incidents should be reported

5.2 Hours of Work

- (a) The ordinary working hours of an employee employed full-time shall be 80 per fortnight. In specific instances (i.e. longer or variable shifts) the ordinary hours for a full-time staff member may be averaged over a roster cycle of greater than one fortnight.
- (b) Midwives will normally work shifts of 8 hours. They may work shifts of no less than 4 hours and up to 12 hours by mutual agreement. Duty hours must be consecutive except for unpaid meal breaks.
- (c) Except by mutual agreement, no employee shall work more than 7 consecutive 8 hour shifts or 3 consecutive 12-hour shifts.
- (d) Every midwife shall have two periods of at least 24 hours off duty each week, and except in the case of emergencies or by agreement, these shall be consecutive. Where three 12-hour shifts are worked a minimum of three consecutive 24-hour periods of off duty will be provided if possible.
- (e) A minimum break of 9 hours between 8 hour shifts and 11 hours between 12-hour shifts shall be allowed between rostered shifts unless mutually agreed between the employer and the employee.
- (f) Employees may change shifts with one another by mutual agreement and with the prior approval of the Clinical Midwife Manager.
- (g) Where the employer requires employees to attend classes of instruction or examinations as part of their education, the time so occupied shall be deemed to form part of their hours of work.
- (h) As a general principle, when additional shifts are required, preference will be given in the first instance to permanent part-time employees.
- (i) Where additional work becomes available, this shall be offered to existing employees before casual and new staff are employed depending on skill requirements.
- (j) All new employees will be given a letter of offer of employment, setting out minimum guaranteed hours of work.
- (k) Shift cancellation:
 - if a shift has been accepted by a casual employee, or by a permanent employee over and above their ordinary guaranteed hours, the employer may cancel the shift if there are changes in expected occupancy levels. Acuity levels will be taken into account before cancelling shifts.
 - The employer must provide a minimum of 8 hours notice for the cancellation of morning shifts, and a minimum of 4 hours for any other shifts. If less notice is provided, the employer will pay compensation equal to the full value of the shift that the employee would have otherwise worked.
 - Notice of cancellation shall be effected using the standard method of communication the employer has used to contact the employee previously.
- (l) Nothing in clause (k) above will preclude an employee being able to meet their minimum hours as per their letter of employment.

5.3 Meal Breaks and Rest Periods

- (a) The shift co-ordinator and employee should plan rest and meal breaks together so that the midwife can be relieved of her workload and phone as per the following recommendations:

Length of shift	Rest period (paid: 10 minutes)	Meal Break (unpaid: 30 minutes)
2-4 hours shift	One 10-minute rest break taken around the middle of the shift	Nil
More than 4 hours – 6 hours	One 10-minute rest break taken around a third of the way through the shift	One taken around two thirds of the way through the shift
More than 6 hours – 8 hours	Two 10-minute rest breaks taken half way between the start of work and the meal break and half way between the meal break and the end of the shift	One taken at mid-shift
More than 8 hours	The same breaks would apply as if the employee's work period started again at the end of the 8-hour period.	

- (b) Due to the nature of the work the parties recognise that it will not always be possible to take breaks according to a schedule and the employer and the employee will agree that some flexibility in the times breaks can be taken will be accepted.
- (c) A midwife unable to take meal breaks as per schedule during the shift will be entitled to that period being paid at T0.5 in addition to the hourly rate.
- (d) Should a midwife be asked, once a shift has commenced, to extend her shift by 90 minutes or more, Birthcare will provide a meal for that midwife.
- (e) The Employer shall supply hot water, tea, milk, coffee and sugar free of charge.

6.0 Salaries

On appointment the Employer may place employees on any of the steps in the appropriate wage/salary scale after considering the following:

- Relevant experience
- Previous paid work
- Relevant qualifications

Effective 1 August 2011

	Annual salary	Ordinary rate Monday – Friday 0645 – 0715	Weekday night shift, 1845 – 0715	Weekend rate from 0000 Friday night to Monday 0715, excluding Saturday night	Saturday night shift where the majority of hours worked are between 1845 – 0715
Step 7	\$80,398.33	\$38.54	\$48.28	\$57.81	\$59.74
Step 6	\$78,821.89	\$37.79	\$47.24	\$56.89	\$58.57
Step 5	\$76,745.90	\$36.79	\$45.99	\$55.19	\$57.02
Step 4	\$69,141.24	\$33.15	\$41.44	\$49.73	\$51.38
Step 3	\$65,295.21	\$31.30	\$39.13	\$46.95	\$48.52
Step 2	\$61,449.17	\$29.46	\$36.82	\$44.19	\$45.66
Step 1	N/A				

Effective 1 August 2020

	Annual salary	Ordinary rate Monday – Friday 0645-0715	Weekday night shift, 1845- 0715	Weekend rate from 0000 Friday night to Monday 0715, excluding Saturday night	Saturday night shift where the majority of hours worked are between 1845 – 0715
Step 7	\$81,203.31	\$38.93	\$48.66	\$58.40	\$60.34
Step 6	\$79,601.11	\$38.16	\$47.70	\$57.24	\$59.15
Step 5	\$77,513.36	\$37.16	\$46.45	\$55.74	\$57.60
Step 4	\$69,832.65	\$33.48	\$41.85	\$50.22	\$51.89
Step 3	\$65,948.16	\$31.61	\$39.51	\$47.42	\$49.00
Step 2	\$62,063.66	\$29.75	\$37.19	\$44.63	\$46.11
Step 1	N/A				

Progression through the steps is by annual increment, with the exception of a registered midwife who had been on step 5 for a minimum of 12 months as at 6 May 2019 who will progress to Step 7 effective 1 March 2020 at the rate of \$78,056.63 per year and effective 1 August 2020 to \$80,398.33 per year.

Lump sum

A 'one off' \$1500 taxable lump sum pro-rated shall be paid to all MERAS members on the first pay period following date of ratification of this Agreement to recognise recent changes to DHB pay scales.

The parties to this Collective Agreement acknowledge that the current pay equity claim may have an impact on terms and conditions contained in this Agreement. The parties agree that during the term of the MERAS/Birthcare Collective Agreement they will meet within one month of the pay equity claim settlement to discuss any implications arising from the pay equity claim. Any subsequent changes to the MERAS/Birthcare Collective Agreement will be way of variation.

Further, the parties agree to meet within four weeks of the completion of the NZNO DHBs MECA negotiations or the MERAS DHBs MECA negotiations, whichever is first, to discuss the impact of those negotiations on the salary scale for Birthcare.

7.0 Shift Co-ordinator allowance:

When a staff member is required to act as a shift co-ordinator, they will be entitled to an allowance of \$12.50 gross for every hour worked in this role. Public Holidays will be classed as weekends for the purposes of the allowance.

8.0 On-call provisions

When an employee is required to be on call and not required to work, they will be entitled to be paid an amount equal to 50% of the relevant pay for the total shift, or the current minimum wage rate for the hours that the employee is on call, whichever is the greater. Should they be required to work, they will be remunerated for any hours worked at the relevant hourly rate.

9.0 Overtime

All hours worked in excess of a given shift or a rostered duty, whichever is greater (i.e. an 8-hour shift or a 12-hour shift) shall be treated as overtime. Any hours so worked shall be paid, at one half in addition to their relevant hourly rate (i.e. T1.5). These extra hours must be documented on time sheets and will be paid in the following pay period.

10.0 Professional Development

The employer acknowledges a commitment to supporting the continued safe practice of its workforce and to supporting opportunities for the development of knowledge and skills which will benefit the patient, organisational effectiveness and workforce.

- 10.1 For employees working 0.5 FTE per annum or greater, they will receive 5 days per year in addition to \$850 to be used for professional development. Employees may accrue their entitlement for up to 2 years.
- 10.2 For employees working less than 0.5 FTE per annum they will receive 3 days per year in addition to \$650 for professional development. Employees may accrue their entitlement for up to 2 years.
- 10.3 Paid leave to meet organisational and service requirements shall be granted in addition to the above provisions. The employer will meet any associated costs. This includes the provision of paid leave and costs for midwives to attend compulsory education requirements as required by NZ Midwifery Council.
- 10.4 Casual employees who do not hold any other employment and who have worked a minimum of 0.4 FTE in the previous 12 months at 1 July will receive 2 days per year in addition to \$350 per annum for professional development. There will be no entitlement to accrue professional development for casual employees.
- 10.5 All permanent Registered Midwives will receive 8 hours paid study leave every 3 years to enable them to meet the portfolio requirements in addition to the above professional development entitlements. The employer will pay the cost of the Midwifery Standards Review for all permanently employed midwives.
- 10.6 The employer may reimburse fees paid for approved post-graduate or Masters papers, including re-certification of post-graduate qualifications relevant to the midwife's role as part of, but not in addition to, their professional development. The employer shall also cover the cost of registration for the NZ Lactation Consultants Association Conference or NZ College of Midwives facilitated conferences, subject to service demands.
- 10.7 Any claim for expenses must be approved in advance and will be considered on a case by case basis. In addition, any midwife's professional development leave balance will be provided at the midwife's request.

11.0 Refund of Annual Practising Certificate

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

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

- (c) Any payment will be offset to the extent that the employee has received a reimbursement from another employer.
- (d) Payment will be for staff employed on a casual contract who have worked a minimum of 800 hours in the previous year.

12.0 Expenses and Incidentals

- (a) The employee will be reimbursed for any approved costs on an actual and reasonable basis on presentation of receipts.
- (b) Employees who are instructed to use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time. Any change to this rate shall be effective from the first pay period following the date of promulgation by the IRD.

13.0 Holiday Leave

13.1 Annual Leave

Employees shall be entitled to 4 weeks annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause. For the purposes of this clause, "current continuous service" shall be as defined in clause 4.

Casual employees shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement.

Annual leave shall be taken according to provisions of Birthcare annual leave policy

The provisions of the Parental Leave and Employment Protection Act 1987 shall apply in relation to annual leave when an employee takes a period of parental leave or returns to work from parental leave in accordance with Clause 18 of this Agreement.

13.2 Birthcare Birthday Treat (BBT)

Permanent employees with at least 12 months unbroken service will be eligible for a paid day off in recognition of their Birthday.

- o The day cannot be accumulated against an employee's annual leave balance
- o The BBT cannot be paid out instead of taking the day off
- o The BBT must be taken during the week of the employee's birthday (Monday - Sunday)
- o The BBT is paid as 8 hours non-penal salary
- o The normal process for authorising leave should be followed with the day recorded as BBT
- o If the employee's birthday occurs whilst on annual leave, she will nominate one of the annual leave days as the BBT

13.3 Long service leave and payment

Permanent employees who have completed a minimum of 10 years continuous employment with Birthcare will be entitled to Long Service Leave.

The employee will receive:

- o \$500 payment grossed up for PAYE (Kiwisaver will not be paid on this)

- o Two days' Long Service Leave is awarded at the beginning of each year following the year in which their 10-year service is achieved.
- o The two days must be used in that calendar year and will be forfeited if not used
- o The two days will be paid at your normally worked hours (8 or 12 hour shifts)
- o The two days cannot be paid out
- o The normal process for applying for long service leave should be followed with the days recorded as "long service".

14.0 Shift Leave

- 14.1 Employees who are working a rotating roster or those who work qualifying shifts shall be entitled, upon completion of 12 months employment on shift work, up to an additional 5 days annual leave, based on the number of qualifying shifts worked. The entitlement will be calculated on the annual leave anniversary date.
- 14.2 Qualifying shifts are defined as a shift which involves at least 2 hours work performed outside of the hours of 0645- 1915, including overtime hours.
- 14.3 For the avoidance of doubt, 12 hour shifts will count as 1.5 shift credits when calculating employee's number of shifts worked.

Number of qualifying shifts per annum	Shift leave entitlement
121 +	5 days
96 - 120	4 days
71 - 95	3 days
46 - 70	2 days
21 - 45	1 day

15.0 Public Holidays

Public Holidays will be observed in line with the requirements of the Holidays Act 2003.

- 15.1 The following shall apply to the observance of Waitangi Day, Anzac Day, Christmas Day, Boxing Day, New Year's Day or 2 January, where such a day falls on either a Saturday or Sunday:
- (a) Where an employee is required to work that Saturday or Sunday the holiday shall for that employee, be observed on that Saturday or Sunday and transfer of observance will not occur. The employee is deemed to have been required to work if they were rostered on duty or on-call and actually called in to work. They are not deemed to have been required to work if they were on-call but not called back to work.
- (b) If an employee is rostered on duty on that Saturday or Sunday but does not work, they will be paid the relevant daily pay for the day and transfer of the observance will not occur.
- NOTE when the public holiday for the employee is observed on the Saturday or Sunday, the weekday is treated as a normal working day for that employee, subject only to the possible payment of weekend rates.

- (c) Where an employee is not required to work that Saturday or Sunday, observance of the holiday shall be transferred to the following Monday and/ or Tuesday in accordance with the provisions of Sections 45 (1) (b) and (d) of the Holidays Act 2003. For the purposes of this clause an employee is NOT deemed to have been required to work if they were NOT rostered on duty, or on-call, or were on-call but not called back to work.
- 15.2 An employee agrees, where required by the employer to meet the needs of the operation, to work on a public holiday observed on a day that is otherwise a normal working day for the employee.
- 15.3 When an employee works on a public holiday, they will be paid at time and a half (T1.5) in addition to the ordinary hourly rate for each hour worked, except on Christmas Day, Good Friday, Easter Monday and Waitangi Day when they will be paid double time (T2). In addition, they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- 15.4 An employee who is on call on a public holiday but is not called in to work, shall be granted an alternative holiday, except where the public holiday falls on a Saturday or Sunday and its observance is transferred to a Monday or Tuesday which the employee is required to work, in which case an alternative holiday shall be granted in respect to the transferred day only and taken and paid as specified in the Holidays Act 2003.
- 15.5 Should Christmas Day, Boxing Day, New Year's Day or 2 January fall on a Saturday or Sunday and the employee is required to work (including being on-call and called out) on both the public holiday and the week day to which the observance would have otherwise be transferred, the employee will be paid in accordance with clause 15.3 for time worked on the public holiday and then at weekend rates for the time worked on the corresponding weekday. Only one alternative holiday will be granted in respect of each public holiday.
- 15.6 Should Waitangi Day or Anzac Day fall on a Saturday or Sunday, and an employee is required to work (including being on-call and called out) on both the public holiday and the week day which the observance would have otherwise be transferred, the employee will be paid in accordance with clause 15.3 for time worked on the public holiday and then at ordinary rates for the time worked on the Monday. Only one alternative holiday will be granted in respect of each public holiday.
- 15.7 Those employees who work a night shift which straddles a public holiday shall be paid at public holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the shift. One alternative holiday shall apply in respect of each public holiday or part thereof worked.
- 15.8 **Off duty upon which the employee does not work:**
- (a) **Full time employees**
- Where a public holiday and the weekday to which the observance of the public holiday is transferred where applicable, are both rostered days off for an employee, they will be granted one alternative holiday in respect of the public holiday.
- (b) **Part-time employees**
- Where a part-time employee's days of work are fixed, the employee shall only be entitled to public holiday provisions if the day would otherwise be a working day for that employee.
- Where a part-time employee's days are not fixed, the employee shall be entitled to public holiday provisions if they worked on that day of the week that the public holiday falls more than 40% of the time over the last 3 months. Payment will be relevant daily pay.

15.3 Public Holidays falling during leave:**(a) Leave on pay**

When a public holiday falls 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.

(b) Leave without pay

An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay (including sick or military leave without pay) unless the employee has worked during the fortnight ending on the day on which the holiday is observed. Payment shall be in accordance with the Holidays Act.

(c) Leave on reduced pay

An employee, during a period on reduced pay, shall be paid at the relevant daily pay for public holidays falling during the period of such leave.

16.0 Sick and Domestic Leave

In applying the provisions of this clause, the parties note:

- Their agreed intent to have healthy staff and healthy workplace
- That staff attending work unwell is to be discouraged and the focus is on patient and staff safety
- That they wish to facilitate a proper recovery and a timely return to work
- That staff can have sick leave and domestic absences calculated on an hourly basis

(a) On appointment a fulltime employee shall be entitled to twelve (12) working days leave for sick or domestic purposes during the first 12 months of employment and up to an additional ten (10) working days for each subsequent 12-month period. The entitlement shall be pro-rated for part-time employees except that a part-time employee shall receive no fewer than five (5) working days sick leave for the first 12 months of employment and an additional five (5) additional working days for each subsequent 12-month period.

(b) Casual employees will receive sick leave on a pro-rata basis, and will not receive less than 5 days of sick leave within a 12-month period.

16.1 This entitlement shall be subject to the following conditions:

- a) Payment for a day of sick leave shall be calculated according to the relevant daily pay as prescribed in the Holidays Act 2003 for the first five days in each 12 month period. Thereafter they shall be paid at the ordinary rates of pay (T1 rate only) of the day(s) of absence. A medical certificate may be required to support the employee's claim.
- b) The employer may grant sick leave in excess of the employee's entitlement.
- c) The Employee shall ensure notice, by telephone, is given to the Employer as soon as practicable on the first day of absence. Notification should not be given by text or email.
- d) For absences of 3 days or more a medical certificate will be required.
- e) Any unused sick leave may be carried over from one year to the next so as to accumulate up to a maximum of 50 days in any given year. Any entitlement remaining unused shall not be payable upon termination of employment.

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17.0 Bereavement Leave

- 17.1 Each Employee shall be entitled to a minimum of three days bereavement leave, on pay and calculated at the relevant daily pay for each day taken as leave on the death of the employee's spouse, child, parent, brother or sister, mother-in-law or father-in-law, grandparent or grandchild.
- 17.2 Any other case where the Employer considers that the Employee has suffered a bereavement, the Employer may grant an Employee one paid day of bereavement leave. The employer will consider factors including:
- closeness of the association between the employee and the deceased
 - employee's significant responsibilities for all or any of the deceased's funeral arrangements and ceremonies
 - employee's cultural responsibilities in relation to the death
- 17.3 When an Employee has obligations because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent), the Employer may at its sole discretion allow an Employee additional paid bereavement leave.

18.0 Parental Leave

Parental leave shall be granted pursuant to the Parental Leave and Employment Protection Act 1987 and any subsequent amendments.

19.0 Family Friendly Practices

- 19.1 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. In line with this, the employer will provide breaks and suitable facilities for employees who are breastfeeding.
- 19.2 Prior to commencing parental leave, a midwife may request changes to their roster where they are struggling to maintain their health through working nightshifts. The employer will make reasonable endeavours to accommodate such requests should they be made.
- 19.3 Up to 10 days paid leave, separate from annual leave, sick leave and bereavement leave, and the right to request short term flexible working arrangements will be provided for employees who are victims of family violence and who meet the criteria in accordance with the Domestic Violence Protection of Victims Act 2019.

20.0 Jury Service/Witness Leave

- 20.1 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.
- 20.2 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).



- 20.3 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 juror's fees and expenses paid. The employee is to pay the fees received to the employer but may retain expenses.
- 20.4 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.
- 20.5 Where an employee is required to be a witness in a matter arising out of her employment, she shall be granted paid leave at the salary rate consistent with their normal rostered duties. The employee is to pay any fee received to the Employer but may retain expenses.

21.0 Leave to attend meetings

- (a) The employer shall grant paid leave (at ordinary rates) to midwives required to attend formal meetings of the New Zealand Midwifery Council, except where the matter arises out of employment with another employer. This includes attendance as a reviewer in the standards review process.
- (b) Paid leave shall also be granted where a midwife is required to attend meetings of Boards, regulatory forums or statutory committees provided that the appointment to the Board or Committee is by ministerial appointment, or the midwife is attending as an expert witness.
- (c) Any remuneration received by the midwife for the period that paid leave was granted shall be paid to the Employer.

22.0 Employment Relations Education Leave

- 22.1 The Employer shall grant leave on pay for employees who are party to this Collective Agreement to attend courses authorized by the Union to facilitate their education and training as employee representatives in the workplace. The maximum number of days available per year shall be determined in accordance with the Employment Relations Act 2000.
- 22.2 The Union shall send a copy of the programme for the course and the name of Employees attending at least 14 consecutive days prior to the course commencing.
- 22.3 The granting of such leave shall not be unreasonably withheld taking into account continuing service needs.
- 22.4 The provisions of the Employment Relations Act 2000 shall apply where any provision or entitlement is not provided for, or is greater than specified in the clauses above.

23.0 Union Meetings

- 23.1 Union members shall be entitled to up to a total of 4 hours leave per year (a year being the period beginning on the 1st day of January and ending on the following 31st day of December) on ordinary pay to attend meetings authorised by the Union providing the following conditions are fulfilled.
- 23.2 The Union shall give the employer at least 14 days' notice of the date and time of any Union meeting to which this clause is to apply.

- 23.3 The Union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any Union meeting, including, where appropriate, an arrangement for sufficient Union members to remain available during the meeting to enable the employer's operation to continue.
- 23.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any Union member for a period greater than two hours in respect of any meeting.
- 23.5 Only Union members who actually attend a Union meeting during their working hours shall be entitled to pay in respect of that meeting and to that end the Union shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.

Note: The provisions of these clauses (23.1-23.5) are inclusive of any entitlements provided by the Employment Relations Act 2000.

24.0 Union Right of Entry

The authorised Union representative shall be entitled at all reasonable times to be upon the premises for purposes related to the employment of its members and/or the Union's business, in accordance with the Employment Relations Act 2000.

25.0 MERAS Workplace Representative

The employer accepts that MERAS workplace representatives are the recognised channel of communication between the Union and the employer in the workplace.

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

The amount of paid time off and facilities provided shall be sufficient to enable adequate consideration to the issues.

Where recognised workplace activities are required outside working hours, MERAS workplace representatives shall be paid at ordinary rates or granted time in lieu on a time for time basis.

26.0 Deduction of Union Fees

The Employer shall deduct employee Union fees from the wages/salaries of employees when authorised in writing by members and shall remit such subscriptions to the Union at agreed intervals.

27.0 Co-operation, Consultation and Management of Change

- a. The parties to this collective Agreement recognise they have a mutual interest in ensuring that midwifery services are provided professionally, efficiently and effectively, and that each has a contribution to make in this regard.
- b. Regular consultation between the Employer, its employees and the Union is essential on substantive matters of mutual concern and interest. Effective communication between the parties will allow for:
 - (i) improved decision making
 - (ii) greater co-operation between Employer and employees;
 - (iii) improved understanding of individual and collective responsibilities and accountabilities; and
 - (iv) a more harmonious, effective, efficient, safe and productive workplace.
- c. Therefore, the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.
- d. The Employer accepts that midwife representatives are the recognised channel of communication between the Union and the Employer in the workplace.
- e. Prior to the commencement of any significant change to staffing, structure or work practices, the Employer will identify and give reasonable notice to employees who may be affected and to the Unions to allow them to participate in the consultative process so as to allow substantive input.
- f. Reasonable paid time off at ordinary rate shall be allowed for Union representatives to attend meetings with management and consult with members to discuss issues concerning management of change and staff surplus.
- g. Prior approval of such meetings shall be obtained from the employer and such approval shall not be unreasonably withheld.

27.1 Consultation

Consultation involves the statement of a proposal not yet finally decided upon, listening to what others have to say, considering their responses and then deciding what will be done. Consultation clearly requires more than prior notification.

- a. The requirement for consultation should not be treated perfunctorily or as a mere formality. The person(s) to be consulted must be given sufficient opportunity to express their view or to point to difficulties or problems. If changes are proposed and such changes need to be preceded by consultation, the changes must not be made until after the necessary consultation has taken place.
- b. Both parties should keep open minds during consultation and be ready to change. Sufficiently precise information must be given to enable the person(s) being consulted to state a view, together with a reasonable opportunity to do so – either orally or in writing.
- c. Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome, however the final decision rests with the employer

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- d. From time to time directives will be received from government and external bodies or through legislative change. On such occasions, the consultation will be related to the implementation process of these directives.

In considering the period of consultation the parties agree on a period of time for the parties to engage with each other.

- e. The process for consultation shall be as follows:
- (a) 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.
 - (b) Sufficient information must be provided by the Employer to enable the party/parties consulted to develop an informed response.
 - (c) 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.
 - (d) Genuine consideration must be given by the Employer to the matters raised in the response.
 - (e) The final decision shall be the responsibility of the Employer.

28.0 Health and Safety

- 28.1 The employer shall comply with the provisions of the Health and safety Work Act 2015 and subsequent amendments 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.
- 28.2 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.
- 28.3 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 their supervisor.
- 28.4 It is a condition of employment that safety equipment and clothing required by the employer is to be worn or used by the employee and that safe working practices must be observed at all times.
- 28.5 Attention is also drawn to the employer's policies and procedures on health and safety.
- 28.6 The employer recognises that to fulfil their function health and safety delegates require adequate training, paid time and facilities.
- 28.7 The parties to this Agreement recognise that effective health and safety committees are the appropriate means of providing consultative mechanisms on health and safety issues in the workplace.

29.0 Uniforms

- 29.1 Where the employer requires an employee to wear a uniform, it shall be provided free of charge, but shall remain the property of the employer.

10.0 Termination of Employment**10.1 Notice Period**

The employee/employer may terminate the employment with four weeks written notice, unless otherwise negotiated with the employer. Agreement for a shorter notice period will not be unreasonably withheld. When the agreed notice is not given, the unexpired notice may be paid or forfeited by the party failing to give the agreed notice.

This shall not prevent the employer from summarily dismissing any employee without notice for serious misconduct or other good cause in accordance with the Birthcare's disciplinary procedures and/or rules of conduct.

10.2 Abandonment of Employment

An employee absent from work for three consecutive working days without notification to the employer or without appropriate authorisation from the employer will be considered by the employer as having terminated their employment without notice, unless the employee is able to show they were unable to fulfil their obligations under this section through no fault of their own. The employer will make all reasonable efforts to contact the employee during the three days period of un-notified absence.

11.0 Policies and Procedures

All employees covered by this Agreement shall comply with the Birthcare's policies and procedures in force from time to time, to the extent that such policies and procedures are not inconsistent with the terms and conditions of this Agreement.

The Union will be consulted regarding any additions/ amendments to those policies and procedures where such additions/ amendments have a material effect on the employee's condition of employment.

12.0 Confidentiality/ public statements

In recognition of the rights and interests of the public in the health service, midwives reserve the right to enter into public debate over matters related to their professional expertise and experience.

If a midwife is concerned about any issues regarding their practice, the practice of the employer, or other matters with respect to the operation of the employer, the parties agree that, in the first instance, the matter should be raised in-house as a matter of course with the appropriate manager, or the person responsible for protected disclosures.

If the concerned midwife is not satisfied with the response given, then they may speak out on the issue of concern provided that they identify themselves as speaking as authorised by and on behalf of the Union. Before speaking out on the issues of concern, these comments are to be discussed with the midwife's senior manager prior to the release in order that the employer has the opportunity to discuss any effects which such comments might have on the employer's business.

13.0 Harassment

Employees should refer in the first instance to the provisions and procedures specified in the Birthcare's Policies.

Harassment can take many forms, including sexual harassment, violence and other forms of intimidating behaviour.

Any form of discrimination or harassment in the workplace, or whilst carrying out duties on behalf of the employer, is totally unacceptable and will not be condoned or tolerated.

34.0 Employee Protection Provision

- 34.1 Where the employer is contracting out, selling or transferring all or part of the business, including the part of the business where the employee is employed, the following provisions will apply:
- 34.2 The employer shall consult the affected employees and the Union about any proposal to sell all or part of the business or to contract out or transfer work at the earliest stage of the proposal and before a final decision is made.
- 34.3 If the employer decides to proceed with the proposed restructure, it will negotiate with the new employer with a view to endeavouring to have the new employer offer the employee(s) employment on the same or substantially similar terms and conditions including location, and recognising service as continuous. The employee(s) will be advised of timeframes for such negotiation and/or for the acceptance of any offer of employment and/or of any application process, in a timely manner.
- 34.4 Where an employee is either: not required by the new employer; or chooses not to transfer to the new employer, then the redundancy clause in this employment Agreement shall apply.
- 34.5 The provisions contained in this clause shall not apply where the employer is in receivership or in liquidation.

35.0 Redundancy

- 35.1 Redundancy is defined as a situation in which the employer has staff surplus to requirements because of reorganisation or the closing down of all or part of the employer's operation.
- In the event the employer considers that the employee's position could be affected by redundancy, prior to making a decision, the employer shall:
- (a) Consult with the employee regarding the possibility of redundancy; and
 - (b) Provide the employee with sufficient information and time to allow understanding and meaningful consultation; and
 - (c) Seek and consider the views of the affected employee; and
 - (d) Consider whether there are alternatives to redundancy, such as redeployment
- In the event the employee's employment is to be terminated by reason of redundancy, the employee, where practicable, shall receive 4 weeks' notice in writing. The employer reserves the right to make payment in lieu of all or any part of the notice period. This notice is in substitution for, and not in addition to, the notice period set out in the Termination clause.
- 35.2 Where the employee is given notice, they are obliged to work out the notice period, except where the employee obtains alternative employment that requires a commencement date earlier than the expiry of the notice period. In such circumstances, the employer may agree to waive any or all of the notice period.

- 35.3 During the period of notice, the employee shall be entitled to reasonable time off to attend interviews, seek alternative employment and to undergo counselling, by Agreement with the employer, without loss of pay.
- 35.4 The employee made redundant shall be provided with a Certificate of Service stating that employment was terminated as a result of redundancy.
- 35.5 Employees will be eligible for 4 weeks redundancy for the first 12 months of service. For every subsequent year of service, the employee will be eligible for 2 weeks up to a maximum of 8 weeks total. Note no payment will exceed a maximum of 12 weeks. Any redundancy payment will be made at the employee's average hourly rate for the preceding 12 months.
- 35.6 An employer may arrange for the employee to be made a suitable alternative offer of employment by another employer, and where this is acceptable to the employee then no redundancy compensation shall be payable, providing that agreement by the employee shall not be unreasonably withheld; or an employer may provide the employee with a period of notice of at least 6 months, and no redundancy compensation shall be payable.
- 35.7 Clause 34 sets out the circumstances in which redundancy compensation does and does not apply in the event of a new employer taking over the business
- 35.8 Redundancy compensation or extended notice as provided by clause 35 shall not apply where:
- (i) an alternative position with the employer is available on the same or substantially similar terms and conditions including location, and with duties within the employee's capabilities (some training may be required), which the employee elects not to take;
 - (ii) an employee agrees to an alternative position with the employer, whether this is a similar position or not.

36.0 Resolution of Employment Relations Problems

An "employment relationship problem" includes:

- (a) A personal grievance
- (b) A dispute
- (c) Any other problem relating to or arising out of the employment relationship but does not include any problem with negotiating new terms and conditions of employment.

Where an Employment Relationship Problem arises the parties will in the first instance seek to resolve it between the immediately affected parties. Further to this:

- (a) The employee is entitled to seek representation at any stage during the process. Help with an employment relations problem is available from within the work place (manager) or outside the workplace (Ministry of Business, Innovation and Employment 0800 800 863), or MERAS, an advocate or a lawyer.
- (b) If the matter is unresolved either party is entitled to seek mediation from the Ministry of business and innovation or refer the matter to the Employment Relations Authority. (Both mediation and investigation by the Authority are services available for the resolution of employment relationship problems.)

A "personal grievance" means a claim that an employee:

- (a) has been unjustifiably dismissed; or

- (b) has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
- (c) has been discriminated against his/her employment; or
- (d) has been sexually harassed in his/her employment; or
- (e) has been racially harassed in his/her employment; or
- (f) has been subjected to duress in relation to Union membership.

If the employment relationship problem is a personal grievance, the employee must raise the grievance with the employer within a period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the latter.

Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.

If the employment relationship problem relates to discrimination or sexual harassment, services available for the resolution of the problem include either application to the Authority for the resolution of this grievance or a complaint under the Human Rights Act 1993, but not both.

37. No Pass-On Provision

The employer parties to this Collective Agreement agree not to pass on automatically to non-union members terms or conditions that are the same or substantially the same as those contained in this collective Agreement.

This means that the employer and non-union members shall individually negotiate their terms and conditions of employment.



Signed this 16th day of September 2020

AUTHORISED Representative of the UNION PARTY

Jill Owens

Jill Owens
MERAS Co-leader (Industrial)

Signed this 18th day of September 2020

AUTHORISED Representatives of the EMPLOYER PARTY

R. Young

Roy Young
Managing Director
Biethcare Auckland Limited

General Manager
Biethcare Auckland
Limited