



Rodney Coast Midwives 2020 Limited

**Midwifery Representation and Advisory
Service (MERAS)**

COLLECTIVE AGREEMENT

1 June 2021 – 31 May 2023

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PART ONE: THE PARTIES, COVERAGE, DEFINITIONS

1.0 Parties

1.1 In accordance with the Employment Relations Act 2000 this Collective Agreement (“the Agreement”) is made between:

- Rodney Coast Midwives 2020 Limited (RCML or “the employer”)
- The Midwifery Representation and Advisory Service (“MERAS” or “the Union”)

1.2 Shared Commitments

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) Promote the provision of a safe, healthy and supportive work environment reflecting the unique characteristics of maternity services and the midwifery workforce.
- (c) 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.
- (d) 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.
- (e) Recognise the interdependence of employed midwifery and other health professionals, their collegiality and the need for a team approach to the delivery of care.
- (f) Accept that the need to deploy resources appropriately means that midwives have to be able to work across their scope of practice and may mean that other tasks may need to be reallocated.

2.0 Coverage and Application

This is a Collective Agreement that is made pursuant to the Employment Relations Act 2000.

This Agreement shall apply to all midwives who are or become members of MERAS and who are employed as Midwives or Senior Midwives by RCML, and new employees in the first 30 days of their employment.

2.1 Impact on Individual Employment Agreements: Where a midwife on an individual employment agreement becomes bound by this Agreement, her previous terms and conditions of employment shall no longer apply unless otherwise agreed in writing between that midwife and the employer.

2.2 Savings: Nothing in this Agreement shall operate as to reduce the ordinary (T1) salary rate applying to any midwife at the date of this Agreement coming into force unless specifically agreed between the parties during the negotiations.

2.3 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.

2.4 New Midwives: The parties agree that a new 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:

- a. That there is a collective agreement in place and they are given a copy of this;
- b. That they may join MERAS, which is a party to this collective agreement;
- c. How to contact 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;
- d. That they will be bound by the collective agreement, if they join MERAS;
- e. That in any case, they will be offered the terms and conditions of the collective agreement, and will have 30 days to decide if they wish to join the MERAS;
- f. That, after 30 days, if they decide not to join MERAS, their terms and conditions may be renegotiated at that time.

3.0 Definitions

The Midwifery Council of New Zealand has defined the scope of practice, competencies and Recertification program as follows. Should these definitions be changed by the Midwifery Council during the term of this document, the new definitions shall apply.

“Scope of Practice” for a Midwife is defined as: The midwife works in partnership with women, on her own professional responsibility, to give women the necessary support, care and advice during pregnancy, labour and the postpartum period up to six weeks, to facilitate births and to provide care for the newborn.

The midwife understands, promotes and facilitates the physiological processes of pregnancy and childbirth, identifies complications that may arise in mother and baby, accesses appropriate medical assistance, and implements emergency measures as necessary. When women require referral, midwives provide midwifery care in collaboration with other health professionals.

Midwives have an important role in health and wellness promotion and education for the woman, her family and the community. Midwifery practice involves informing and preparing the woman and her family for pregnancy, birth, breastfeeding and parenthood and includes certain aspects of women’s health, family planning and infant well-being.

The midwife may practise in any setting, including the home, the community, hospitals, or in any other maternity service. In all settings, the midwife remains responsible and accountable for the care she provides.

“Recertification programme” means the requirements to obtain a competence-based practising certificate for midwives as set by the Midwifery Council of New Zealand.

“Competencies of entry to the register of midwives”

1. “The midwife works in partnership with the woman throughout the maternity experience.”
2. “The midwife applies comprehensive theoretical and scientific knowledge with the affective and technical skills needed to provide effective and safe midwifery care.”
3. “The midwife promotes practices that enhance the health of the woman and her family/whanau and which encourage their participation in her health care.”
4. “The midwife upholds professional midwifery standards and uses professional judgment as a reflective and critical practitioner when providing midwifery care.”

“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 for midwives.

“Core Midwife” means a registered midwife who provides midwifery care for women for the duration of her shift and may liaise with either her Lead Maternity Carer and/or any specialist service.

“Senior Midwife” means a registered midwife who is appointed to a designated senior midwifery position which has defined responsibilities.

“Lead Maternity Carer (LMC)” means an authorised practitioner (section 88) who has been selected by the woman to provide her with continuity of care throughout her maternity experience.

“Autonomy” defined as the ability of midwives to make timely decisions based solely on their own professional responsibility and clinical knowledge. The midwife remains accountable to the woman and the midwifery profession for the professional knowledge and skills she provides and is responsible for her own actions.

“Section 88 Maternity Services Notice of the NZ Public Health and Disability Act 2000”

This is the basis of the current contract that exists between the Ministry of Health and authorised practitioners. It articulates the vision for maternity service and also ensures that maternity care is free (unless a woman chooses to access private care) and of a certain standard.

“Casual midwife” means a midwife who has no set hours or days of work and who is normally asked to work as and when required. Nothing in this definition shall preclude casual employees from moving through the pay scale in this agreement. where they have obtained and continue to maintain their competency as per Midwifery Council requirements.

“Shift” means a single, continuous period of work required to be given by a midwife, excluding on-call and call-back. A shift shall be defined by a starting and finishing time. Shifts shall be morning (AM), afternoon (PM) shifts or night shifts.

“Full time midwife” means a midwife who works not less than the “ordinary” or “normal” hours set out under “hours of work” in this CA.

“Night shift” means any shift in which part of the shift is worked between midnight and 5:00am on any day of the week Monday to Sunday both days inclusive.

“Ordinary time hourly rate of pay” shall be 1/2086, correct to two decimal places of a dollar, of the yearly rate of salary payable.

“Part-time midwife” means a midwife, other than a casual midwife, who is employed on a permanent basis but works less than the ordinary or normal hours prescribed in this CA. Any wages and benefits, e.g. leave, (except for sick leave and shift leave) will be pro rata according to the hours worked unless specifically stated otherwise in this CA.

“Current Continuous Service” means service with the employer Rodney Coast Midwives Limited, which service shall not be deemed to be broken by an absence of less than three months.

Where the employee remains engaged in midwifery-related work or study whilst absent, the period of three months shall extend to twelve months. This period of absence does not count as service for the purpose of attaining a service-related entitlement.

“Shift work” is defined as the same work performed by two or more midwives or two or more successive sets or groups of midwives working successive periods.

“Temporary/Fixed Term Midwife” means a midwife who is employed for a specified limited term for a specified project, situation or event, or, for example, to replace a midwife on parental leave or long-term accident or sickness. There is no expectation of ongoing employment. Temporary agreements must not be used to deny staff security of employment.

“Week” is defined as Monday to Sunday, both days inclusive, for the purpose of calculating the pay week and “fortnight” has a corresponding meaning involving two successive weeks. When a major part of a shift falls on a particular day the whole shift shall be regarded as being worked on that day.

“On-call” refers to the status of a midwife who is required by the Employer to be contactable and readily available for work as required during specified off-duty or non-work time; provided that a midwife shall not be on-call during leave periods unless mutually agreed otherwise between the Employer and the Midwife.

“Roster” Means a list of midwives and the shifts they are required to work over a period of time.

4.0 Variation of this Agreement

Any variation to this Agreement shall be mutually agreed between the parties and such variation shall be in writing and signed by the parties, subject to ratification by the employees covered by the Agreement.

5.0 Term

The term of this Agreement is from 1 June 2021 (commencement date) until 31 May 2023.

6.0 Responsibilities

Each midwife shall undertake the work required in her position description in accordance with the scope of practice for a registered midwife and the standards for midwifery practice as set by the New Zealand College of Midwives. The position description shall be consistent with the requirements of the regulatory and professional bodies and is able to be amended from time to time by the employer following consultation with the midwife to reflect changing service/work requirements.

PART TWO: PROVISIONS RELATING TO HOURS OF WORK

7.0 Core Midwives and Senior Midwives

The parties note that the Health & Safety at Work Act 2015 S.36(1) requires the employer to ensure, so far as is reasonably practicable, the health and safety of workers. RCML has robust Health and Safety policies which are regularly audited.

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

Rosters will be published not less than 14 days prior to when they apply and then can be changed only by mutual agreement. Less notice may be given in exceptional circumstances.

Rosters shall be developed and reviewed in line with agreed rostering guidelines.

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 a greater sense of job satisfaction for midwives. Accordingly, the parties agree that the employer and midwives will be open to exploring alternative rostering arrangements, where these alternative arrangements may enhance service provision and job satisfaction for midwives.

Where the employer or midwives identify that alterations in midwives' hours may be beneficial, the hours of work provisions may be varied by agreement between the midwives affected, the union 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 altering working hours on the service budget (e.g. overtime arrangements, the impact of the overall earnings of the midwives involved) and the effect the 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 union.

8.0 Safe Staffing

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

In the event that an acute staffing shortage can not 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. In addition, the following escalation process shall apply:

When a midwife considers she has reached the limits of safe practice, she will be supported to resolve the situation as follows:

- The RCML Midwife Clinical Manager (MCM) will be immediately informed of the situation by the midwife
- The midwife will not be required to take additional workload until strategies have been implemented to address the immediate workload issues (e.g. the redeployment of staff or patients), notwithstanding any immediate duty-of-care requirements

If the process outlined above does not resolve the situation, steps will be taken immediately to elevate the issue to that level of midwifery service management authorised to resolve the immediate problem and take steps to reduce the likelihood or a recurrence of similar problems.

The most senior midwife in the birthing centre, at the time of the event, will report the event to the employer as soon as is reasonably possible. All incidents shall be reported and investigated in accordance with company policy. A report on incidents will be on the agenda of staff meetings for discussion.

9.0 Hours of Work

The hours of work set out in the sub-clauses below shall apply to all midwives.

- a. The ordinary working hours of a midwife employed full-time shall be 80 per fortnight. In specific instances (i.e. shifts of longer or variable lengths) the ordinary hours for a fulltime midwife may be averaged over a roster cycle of greater than one fortnight.
- b. The primary midwife on duty will normally work 12.5 hours a day/night shift in duration including two paid meal breaks, except that by mutual agreement between the employer and the midwife, they may work shifts of no less than 4 hours. If a second midwife is needed she will work either a part day shift or part night shift or full night shift according to the acuity of the Centre.
- c. Except in an emergency, no midwife shall work more than three consecutive 12.5-hour duties.
- 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. Wherever three consecutive 12.5 hours shifts are worked, a minimum of three consecutive 24-hour periods off duty will be provided if possible. Notwithstanding the foregoing, these off-duty periods may fall separately no more than once every four weeks at the request of the midwife or by mutual agreement to facilitate rostering.
- e. The pay period shall commence at the beginning of the Sunday/Monday night shift. When a major part of a shift falls on a particular day the whole shift shall be regarded as being worked on that day.
- f. As a general principle, when additional shifts are required, preference will be given in the first instance to midwives employed for less than 0.5FTE employees.

9.1 Minimum break between full shifts:

- a. A break of at least 11 continuous hours is to be provided wherever possible between any two periods of a 12.5-hour shift or nine hours between two periods of an 8-hour shift.
- b. Periods of a full shift or more include:
 - Periods of normal rostered work; or
 - Periods of overtime that are continuous with a period of normal rostered work; or
 - Full shifts of overtime/call back duty.
- c. This requirement to provide a break wherever possible applies whether or not any penalty payment will apply under the provisions of this clause.
- d. If a break of at least 11 continuous hours can not be provided between periods of a 12.5 hour shift (or 9 in the case of 8-hour shifts), the shift is to be regarded as continuous until a break of at least 11 continuous hours is taken, and shall be paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime which precedes it.

- e. The penalty payment provisions of this clause will not apply in any case where the result would be to give a midwife a lesser payment that would otherwise have been received.
- f. Time spent off duty during ordinary working hours solely to obtain an 11 or nine-hour break as applicable, shall be paid at ordinary time rates. Any absence after the ninth continuous hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.
- g. Notwithstanding the foregoing conditions, staff may be permitted to change shifts one with another by mutual arrangement and with the prior approval of the manager. Overtime or other penalty provisions shall not apply in these instances.

Where the employer requires midwives 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 or can be additional at the discretion of the midwife.

9.2 Meal Breaks and Rest Periods

- a. Except when required for urgent or emergency work and except as provided in (c) below, no midwife shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.
- b. In addition, a midwife who works a 12.5-hour shift will be entitled to two paid meal breaks, each of not less than half an hour, regardless of whether a second midwife is on duty with the first midwife. The second meal break is to be taken after having worked eight hours of the shift. Such meal breaks shall be arranged so as to be spaced as near as possible at equal intervals.
- c. 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. It is the primary midwife's responsibility to take meal breaks when she deems appropriate to her workload. A midwife working a five to six hour shift may forego the meal break, which would be unpaid, and such a meal break will not be deducted unless more than six hours has been worked. This needs to be recorded on the timesheet.
- d. Except where provided for in (c) above, a midwife unable to take a meal after five hours' duty shall, inform the manager that a meal break relief is needed.
- e. Rest breaks of 10 minutes each for morning tea, afternoon tea or supper (and the equivalent breaks for night shift), where these occur during duty, shall be allowed as time worked.

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

9.3 Overtime and Penal Time

9.3.1 Overtime

- a. Overtime will not normally be required and will be managed by MCMs who will discourage midwives from working beyond a 12.5-hour shift. If overtime is deemed necessary, it is the responsibility of the midwife to clear this with the MCM at the time.
- b. Overtime is time worked in excess of:
 - i) 12.5 hours per day or the rostered duty, whichever is greater, or

- ii) 80 hours per two-week period
- c. Overtime worked on any day (other than a public holiday) from midnight Sunday/Monday to midnight on the following Friday shall be paid at one and one half times the ordinary hourly rate of pay (T1.5) for the first three hours and at double the ordinary hourly rate of pay (T2) thereafter. Overtime worked from midnight Friday to midnight Sunday/Monday and on a public holiday shall be calculated at double the ordinary rate (T2).
- d. Overtime worked between the hours of 2200 and 0600 on Sunday to Friday, or from midnight Friday to midnight Sunday/Monday, or on a public holiday shall be paid at double the ordinary hourly rate of pay (T2).

9.3.2 Penal Rates

- a. Weekend rate - applies to ordinary time (other than overtime) worked after midnight Friday/Saturday until midnight Sunday/Monday. This shall be paid at time one half (T0.5) in addition to the ordinary hourly rate of pay.
- b. Public Holiday rate – applies to those hours that are worked on the public holiday. This shall be paid at time and one half (T1.5) with the exception of Christmas Day which shall be paid at double time (T2).
- c. Night rate applies to ordinary hours of duty (other than overtime) that fall between 2000 hours and until the completion of a rostered night duty from midnight Sunday/Monday to midnight Friday/Saturday and shall be paid at quarter time (T0.25) in addition to the ordinary hourly rate of pay.
- d. Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours; the higher rate will apply.

9.4 On call

Second Midwife Shifts are as arranged with the MCM.

Each day there are 3 shifts that could be activated if acuity of the Centre requires extra registered staff. The shifts are:

1. Morning second – 0800 until at least 1200 and later if required
2. Evening second -- minimum 4 hours
3. Full night shift if there are more than 10 women in the Centre or exceptionally high acuity.

Process:

1. Available staff will record their availability to work in the communication book for either shift.
2. 24 hours before possible commencement of the shift the MCM will notify the staff member whose turn it is to be available and this will incur 1 hours extra pay.
3. If the shift is worked by the staff who has been picked to be available they will be given 2 hours extra pay for the worked shift,
4. MCMs will choose who is to be notified available on a rota system.

PART THREE: PROVISIONS RELATING TO SALARY AND ALLOWANCES

10.0 Salaries

Registered Midwife	Experience on appointment	Current RCML	Hourly rate	Current DHBs	Hourly rate
Step 4	7 years or more	78,225	37.50	84,153	40.34
Step 3	6 years	75,764	36.32	81,827	39.23
Step 2	5 years or less	73,740	35.35	79,657	38.19
Step 1	Return to practice	71,592	34.32	N/A	N/A

Midwife Clinical Manager	Current RCML	Hourly rate	Current DHBs G4	Hourly rate
Step 3	103,577	49.65	108,610	50.67
Step 2	97,146	46.57	102,232	49.01
Step 1	93,048	44.84	98,848	47.39

10.1 Progression

Movement through the steps shall, subject to satisfactory performance, be annual on the anniversary date of appointment, with the exception of casual midwives who will not progress beyond step 3.

10.2 Operation of Salary Scales

- a. The salary scales above shall be applied to the respective groups of midwives. Translation from the current pay rate: Move to the step with the same or next higher rate, or the appropriate step based on experience, whichever is the greater.
- b. On appointment, the employer may place midwives 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.
- c. Employees on fulltime study leave or parental leave, with or without pay, shall continue to receive annual increments to which they would otherwise be entitled.

10.3 Discretionary birthday bonus

A discretionary bonus of \$100, if paid, is payable on the midwife's birthday, and is for all midwives (permanent and casual) who have completed 12 months continuous service.

11.0 Higher Duties Allowance

- a. If the MCM is unavailable, a higher duties allowance shall be paid to a midwife who, at the request of the employer, is substantially performing the duties and carrying the responsibilities of a position higher than the midwives' own.
- b. Except as provided for under (c) the higher duties allowance payable shall be \$3.00 per hour, provided a minimum of 8 consecutive hours of qualifying service is worked per or shift.
- c. Where an employee performs the duties of the higher position for more than three consecutive days, the allowance payable shall be the difference between the current salary of the employee acting in the higher position, and the minimum salary the employee would receive if appointed to that position.
- d. Subject to (b) and (c) above, the period for which higher duties allowance will be paid commences on the first working day on which the higher duties are performed.

12.0 Travelling Expenses and Incidentals

When travelling on employer business specifically authorised by the employer, the midwife will be reimbursed for costs on an actual and reasonable basis on presentation of GST receipts.

Midwives 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.

In the event that a midwife has an accident while using her own vehicle on the employer's business, reimbursement of any insurance excess will be made as specified in the relevant policy as long as no negligence is attributed to the employee.

13.0 Refund of Annual Practising Certificate

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

- a. The midwife must be engaged in duties for which the holding of a midwifery annual practising certificate is a requirement.
- b. Any payment will be offset to the extent that the midwife has received a reimbursement from another employer.
- c. Casual employees have worked an average of at least one shift a week over the previous 12 months.

PART FOUR: PROVISIONS RELATING TO LEAVE

14.0 Public Holidays

14.1 The following days shall be observed as public holidays:

New Year's Day

2 January

Waitangi Day

Good Friday

Easter Monday

ANZAC Day

Sovereign's Birthday

Labour Day

Christmas Day

Boxing Day

Anniversary Day (as observed in the locality concerned)

14.2 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 a 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 the observance will not occur. For the purposes of this clause an 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 (i.e. does not apply to on-call work) on that Saturday or Sunday but does not work, they will be paid 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 in accordance with clauses 14.5 and 14.6 below.

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 deemed NOT 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.

14.3 In order to maintain essential services, the employer may require an employee to work on a public holiday when the public holiday falls on a day which, but for it being a public holiday, would otherwise be a working day for the employee.

- 14.4 When an employee works on a public holiday, they will be paid at time and one half (T1.5) with the exception of Christmas day and all other Public Holidays where these fall on a weekend, which shall be paid at double time (T2) and they shall be granted an alternative holiday. With the exception of Christmas Day, where Public Holidays fall during the week, the night shift rate shall be paid at time and three-quarters (T1.75). Alternative holidays shall be taken and paid as specified in the Holidays Act 2003, except that any midwife who works on a Public Holiday shall be granted an alternative day regardless of how often they have worked on a particular day of the week..
- 14.5 Should Christmas Day, Boxing Day, New Year's Day or 2 January fall on a Saturday or Sunday, and an employee is required to work (including being on call) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 14.4 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.
- 14.6 Should Waitangi Day or Anzac Day fall on a Saturday or Sunday, and an employee is required to work (including being on call) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 14.4 for time worked on the public holiday and then at weekend rates for the time worked on the Monday. Only one alternative holiday will be granted in respect of each public holiday.
- 14.7 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.
- 14.8 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.
- 14.9 Off duty day upon which the employee does not work:
- a. Fulltime employees –
- Where a public holiday, and the weekday to which the observance of a 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 the day of the week that the public holiday falls more than 40 % of the time over the last three months. Payment will be relevant daily pay.

14.10 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 the public holiday without deduction from other 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.

15.0 Annual Leave

a. Midwives, other than casuals, shall be entitled to 5 weeks annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause.

b. In the event of legislative change introducing additional annual leave entitlements during the term of this Agreement, this clause may be amended.

c. Casual midwives shall be paid 10% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement.

d. **Conditions**

i. Annual leave shall be taken to fit in with service/work requirements and midwife's need for rest and recreation.

ii. Employees must be able to take at least two weeks continuous leave at some stage during the year. Annual leave will ideally be planned and leave during peak periods distributed among midwives equitably.

ii. When a midwife ceases duty, wages shall be paid for accrued annual leave, including shift leave and the last day of employment shall be the last day worked.

iii. Part time midwives shall be entitled to annual leave on a pro rata basis.

iv. A midwife may anticipate up to one year's annual leave entitlement at the discretion of the employer.

e. 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 20 of this Agreement.

16.0 Sick Leave

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

- Their agreed intent to have healthy staff and a 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. In accordance with changes to the Holidays Act 2003 (as amended), on appointment, employees shall be entitled to ten (10) working days leave for sick or domestic purposes during the first twelve months of employment, and up to an additional ten (10) working days for each subsequent twelve-month period.
 - b. Until 24 July 2022, part-time employees shall receive their full entitlement to 10 days sick leave on their entitlement date and thereafter shall be entitled to 10 working days for each subsequent 12-month period. Until such time, part-time employees' entitlement is pro-rated, except that a part-time employee can receive no fewer than 5 working days sick leave, and, where a part-time employee has used their sick leave, on a case-by-case basis, a calculation comparing actual hours versus contracted hours will be done and if additional sick leave is the result, it will be granted. The calculation is based on the anniversary of the employee's start date.
 - c. The employee shall be paid at relevant daily pay as prescribed in the Holidays Act 2003, for the first 10 days in each twelve-month period. Thereafter they shall be paid at the ordinary rates of pay (T1 rate only). A medical certificate may be required to support the employee's claim.
 - d. A medical certificate will normally be required for any absence on sick leave of three days or longer, whether or not the three days are working days for the employee. The employer can require a medical certificate within the three days if the employer meets the cost of any related consultation.
 - e. In the event an employee has no entitlement left, she/he may be granted additional leave at the discretion of the employer. 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 at the closest possible level of delegation to the employee and 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

- f. Reasons for a refusal shall, when requested by the employee, be given in writing and before refusing a request, the decision maker is expected to seek appropriate guidance.
- g. Leave granted under this provision may be debited as an advance on the next years' entitlement up to a maximum of 5 days.
- h. At the employer's discretion, an employee may be granted further anticipated sick or domestic leave. Any anticipated leave taken in advance and still remaining outside the entitlement will be paid to the employer. The employer may deduct monies due from the final pay.
- i. Where an employee is suffering from a minor illness which could have a detrimental effect on the patients or other staff in the employer's care, the employer may, at its discretion, either:
 - Place the employee on suitable alternative duties; or
 - Direct the employee to take leave on full pay. Such leave shall not be a charge against the employee's sick and domestic leave entitlement.
- j. Employees can accumulate their entitlement up to a maximum of 20 days. Any unused portion of the first five days entitlement, up to a maximum of 15 days, can be carried over from year to year and will be paid at relevant daily rate, in accordance with the Holidays Act 2003.
- k. Casual employees may be entitled to sick leave in accordance with the Holidays Act 2003.
- l. The parties recognise the heightened focus on ensuring staff do not attend work when they themselves (or their dependents) may be unwell, or at a higher risk (e.g. underlying medical condition or pregnancy) in relation to Covid-19. To support this, the employer will take a permissive approach to providing paid special leave.

Where staff are required to stay home when they are well, but are required to isolate or quarantine, then they shall receive special paid leave, which will not be recorded as sickness. This includes isolation requirements pursuant to a Covid-19 test until such time as a negative test result has been received.

The employer will provide release for staff to be tested or to be vaccinated for Covid-19.

16.2 Sickness During Paid Leave

- a. When sickness occurs during paid leave, such as annual, the leave may be debited against the sick leave entitlement (except where the sickness occurs during leave following the relinquishment of office) provided that:
 - In cases where the period of sickness extends beyond the approved period of annual approval will also be given to debiting the portion, which occurred within the annual leave period, against sick leave entitlement, provided the conditions in 16.2 (a) above apply.
 - Annual leave may not be split to allow periods of illness of three days or less to be taken.

- Where the period of sick leave is more than three days and a medical certificate is produced.
- b. During periods of leave without pay, sick leave entitlements will not continue to accrue.

17.0 Bereavement/Tangihanga Leave

- a. The employer shall approve special bereavement leave on pay for a midwife to discharge any obligation and/or to pay respects to a Tupapaku/deceased person with whom the midwife has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). The length of time off shall be at the discretion of the employer and should not be unreasonably withheld and will be exercised in accordance with the Holidays Act 2003.
- b. If bereavement occurs while a midwife is absent on annual leave, sick leave on pay or any other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of sub-clause (a) above. This provision will not apply if the midwife is on leave without pay.
- c. Casual employees may be entitled to bereavement leave in accordance with the Holidays Act 2003.

18.0 Parental Leave

Parental Leave is provided in accordance with the Parental Leave and Employment Protection Act and subsequent amendments with the exception of payment for Annual Leave after return to work which shall be based on ordinary weekly pay on return to work or average weekly earnings over the previous 52 weeks, whichever is the greater.

19.0 Jury Service/Witness Leave

- a. Midwives 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.
- b. A midwife 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 a midwife's off duty hours, the midwife may retain the juror's fees (and expenses paid).
- c. Where leave on pay is granted, a certificate is to be given to the midwife by the Employer to the effect that the midwife has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The midwife is to pay the fees received to the employer but may retain expenses.
- d. 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 midwife is not required by the Court, the midwife is to report back to work where this is reasonable and practicable.

- e. Where a midwife 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 midwife is to pay any fee received to the Employer but may retain expenses.

20.0 Leave to Attend Meetings

- a. The Employer shall grant leave 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. 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 in the role of an expert witness.
- c. The employer shall grant leave (to a midwife elected to the NZCOM National Committee or the MERAS National Representative Council. A midwife shall be entitled up to four (4) days per annum to attend meetings of the NZCOM National Committee or the MERAS National Representative Council. Approval will not be unreasonably withheld, and will be obtained from the employer's manager, taking into consideration service requirements.

21.0 Domestic Violence – Victims Protection Act 2019

For the Domestic Violence – Victims Protection Act 2019, reference is made to the provisions of the Act.

PART FIVE: PROVISIONS RELATING TO EDUCATION, TRAINING AND DEVELOPMENT

22.0 Professional Development

- a. The employer acknowledges a commitment to supporting the continued safe practice of its midwives and to supporting opportunities for the development of knowledge and skills which will benefit the midwife, the women she works with and the organisation.
- b. Upon application, the employer will grant professional development leave of up to 24 hours per calendar year for fulltime midwives (pro-rated to no less than 8 hours per calendar year for part-time midwives). This leave is to enable midwives to complete qualifications, to attend courses and to undertake research or projects that are relevant to the employer and that facilitate the midwives' growth and development. Prior approval of the employer must be obtained.

FTE	Hours worked per week	Hours paid per year	What is paid
0.5 FTE or more	>20 hours	24	Course costs at WWBC paid by RCML. Other Centres by negotiation. 4 Hours policy reading per year paid. Mandatory education (MESR) not included in hours.
0.4 FTE or less	<20 hours	16	Course costs at WWBC paid by RCML. Other Centres by negotiation. 4 Hours policy reading per year paid. Mandatory education (MESR) not included in hours.
Casual	No fixed hours	8 determined at the beginning of the year	Course costs at WWBC paid by RCML. 4 Hours policy reading per year paid.

- c. The employer will pay for employees to attend courses to meet organisational and service requirements, and the MSR. These shall be granted in addition to the above provisions.
- d. The MSR cost will be paid in full for permanent staff and casuals who have worked an average of one shift per week during the previous 12 months. This will be offset by any payment made by another employer as for the APC. If any eligible employee who works less than 0.5 FTE has claimed under s88 during the previous 12 months, the employer will pay half the cost of the MSR.

- e. Professional development leave will be granted at T1 rate and shall not accumulate from one year to the next.
- f. Any claim for expenses must be approved in advance and will be considered on a case-by-case basis.

23.0 Attendance at Seminars and/or Workshops of the New Zealand College of Midwives (NZCOM)

- a. Leave on pay is restricted to one half day or one full day a year for travel where appropriate. This leave is intended to cover the time required for a midwife to travel to the centre in which the seminar is to be held.
- b. Leave on pay is only to be granted for attendance at a national seminar organised by NZCOM. Attendance at regional or local seminars does not qualify for leave under this clause.
- c. Travel and accommodation expenses are the responsibility of the midwife attending the seminar.
- d. In all cases, granting of leave on pay for travel purposes is to be at the discretion and convenience of the employer.

PART SIX: GENERAL PROVISIONS

24.0 Uniforms and Protective Clothing

Suitable protective clothing shall be provided at the employer's expense where the duty involves a risk of excessive soiling or damage to uniforms or personal clothing or a risk of injury to the midwife.

25.0 Co-operation, Consultation and Management of Change

25.1 Management of Change

The parties commit themselves to the establishment of effective and ongoing communications in relation to any proposals for change, including restructuring.

Prior to the commencement of any significant change to staffing, structure or work practices, the employer will identify and give reasonable notice to midwives who may be affected and to MERAS to allow them to participate in the consultative process so as to allow substantive input.

Reasonable paid time off at T1 shall be allowed for midwife representatives to attend meetings with management and consult with midwives to discuss issues concerning management of change and staff surplus.

Prior approval of such meetings shall be obtained from the employer and such approval shall not be unreasonably withheld.

25.2 Consultation

- a. 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 mere prior notification.
- b. The process of consultation for the management of change shall be as follows:
 - i. 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.
 - ii. Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.
 - iii. 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.
 - iv. Genuine consideration must be given by the employer to the matters raised in the response.
 - v. The final decision shall be the responsibility of the employer.

26.0 Staff Surplus/Redundancy

Redundancy means a situation where the midwife's employment is likely to be terminated wholly or mainly because her position will become superfluous to the needs of RCML.

26.1 Where a midwife's employment is being terminated by the employer by reason of the sale or transfer of the whole or part of the employer's business, nothing in this Agreement shall require the employer to pay compensation for redundancy to the midwife if:

- a. The person acquiring the business or the part being sold or transferred -
 - (i) has offered the midwife employment in the business or the part being sold or transferred; and
 - (ii) has agreed to treat service with the employer as if it were service with that person and as if it were continuous;
- b. The conditions of employment offered to the midwife by the person acquiring the business or the part of the business being sold or transferred are the same as, or are no less favourable than, the midwife's conditions of employment, including:
 - (i) any service-related conditions; and
 - (ii) any conditions relating to redundancy; and
 - (iii) any conditions relating to superannuation -
under the employment being terminated; and
- c. The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the midwife in that business or part of the business either:
 - (i) in the same capacity as that in which the midwife was employed by the Employer, or
 - (ii) in any capacity that the midwife is willing to accept.
- d. Nothing in this agreement shall require the employer to pay compensation for redundancy where as a result of restructuring, and following consultation, the midwife's position is disestablished and the midwife declines an offer of employment that is on terms that are:
 - (i) the same as, or no less favourable, than the midwife's conditions of employment; and
 - (ii) in the same or similar position to the disestablished position in which the employee was employed by the employer, or
 - (iii) in any position in which the midwife is willing to accept.

26.2 If none of the above situations apply, and the midwife's position is terminated as a result of redundancy, the midwife shall receive 4 weeks' notice of termination of employment in writing. The Employer may agree to pay the midwife in lieu of working out her notice period, so that the midwife has time and opportunity to devote to seeking alternative employment.

26.3 In addition, the employer shall pay the midwife 4 weeks wages calculated on the basis of the employee's previous 6 months average earnings.

27.0 ACC

Where a midwife is incapacitated as a result of a work accident, and that midwife is on earnings related compensation, then the employer agrees to supplement the midwife's compensation by 20% of base salary during the period of incapacitation. This leave shall be taken as a charge against Sick Leave. The employer may agree to reimburse midwives for treatment and other expenses or for financial disadvantage incurred as a result of a work-related accident. This agreement will be on a case-by-case basis.

For non-work-related accidents, where the midwife requests, the employer shall supplement the midwife's compensation by 20% of base salary and this shall be debited against the midwife's Sick Leave.

28.0 Payment of Wages

Employees will be paid fortnightly in arrears by direct credit. Where significant errors have occurred as a result of employer action or inaction, corrective action must be made within one working day of the error being brought to the employer's attention. All other instances, corrective payment will be made as soon as practicable but no later than the next fortnightly pay period.

Where a midwife has taken leave in advance of it becoming due, and the midwife leaves before the entitlement has accrued, the employer will deduct the amount owing in excess of entitlement from the midwife's final pay.

Any monies agreed as being owed by the midwife to the employer upon termination will be deducted from the midwife's final pay.

The midwives shall complete timesheets as required by the employer. Wherever practicable any disputed items shall not be changed without first referring it to the affected midwife.

The employer shall use its best endeavours to direct credit payment of wages into the midwife's bank account one clear banking day prior to a public holiday.

29.0 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.

- a. 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 endeavors to accommodate such requests should they be made.
- b. The employer agrees to provide facilities for mothers employed by the birthing centre to breastfeed infants.
- c. Midwives who resign to care for a dependant pre-school child or children may apply to their former employer for preferential re-appointment.

30.0 Health and Safety

The employer shall comply with the provisions of the Health and Safety at Work Act 2015 and subsequent amendments concerning safety, health and welfare matters. The parties to this

Agreement agree that midwives should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of midwives shall be taken. The parties agree to comply with the Worker Participation Agreement when agreed.

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.

It shall be the responsibility of every midwife covered by this agreement to work safely and to report any hazards, accidents or injuries as soon as practicable to their supervisor.

It is a condition of employment that safety equipment and clothing required by the employer is to be worn or used by the midwife and that safe working practices must be observed at all times.

Attention is also drawn to the employer's policies and procedures on health and safety.

The employer recognises that to fulfil their function health and safety representatives require adequate training, paid time and facilities.

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.

31.0 Termination of Employment

31.1 Notice Period

Either party may terminate the employment agreement with four weeks written notice, unless otherwise negotiated with the employer. 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 midwife without notice for serious misconduct or other good cause in accordance with the employer's disciplinary procedures and/or rules of conduct.

31.2 Abandonment of Employment

A midwife 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 her employment without notice, unless the midwife is able to show she was unable to fulfil her obligations under this section through no fault of her own. The employer will make all reasonable efforts to contact the midwife during the three days period of unnotified absence.

If a midwife leaves employment, on request, she will be supplied with a certificate of service stating the last position held and length of service.

32.0 Policies and Procedures

All midwives covered by the Agreement shall comply with the employer'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.

MERAS will be consulted regarding additions/amendments to those policies and procedures, where such additions/amendments have a material effect on midwives' conditions of employment.

32.1 Insurance Protection

Insurance protection for midwives travelling on work-related business is provided in accordance with the employer's insurance policy.

32.2 Leave Without Pay

The Employer may at its discretion consider applications from Fulltime or part-time midwives to take leave without pay. All applications will be considered on their merits.

33.0 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 relevant to their professional expertise and experience.

If a midwife is concerned about any issues regarding her 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 a midwife who is acting on behalf of MERAS is not satisfied with the response given, then the midwife may speak out on the issue of concern provided that she identifies herself as speaking on behalf of MERAS and this has been authorised by MERAS.

PART SEVEN: PROVISIONS RELATING TO MERAS

34.0 MERAS Right of Entry

The authorised MERAS 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 Sections 20 and 21 of the Employment Relations Act 2000.

35.0 MERAS Meetings

MERAS 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.

MERAS 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.

MERAS 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.

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.

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 this clause are inclusive of any entitlements provided by Section 26 of the Employment Relations Act 2000.

36.0 MERAS Workplace Representatives

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 midwife workplace representatives to attend meetings with management, consult with union members, and other recognised midwife job representatives and union officials, to consult and discuss issues such as management of change, staff surplus, and representing midwives.
- (b) Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.

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

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

37.0 Deduction of Fees

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

When remitting the subscriptions to MERAS, the employer will endeavour to provide information that enables MERAS to identify the members to whom, and for which pay period the deduction applies. Wherever practicable, the employer will provide MERAS with the name, workplace and MERAS membership number of the midwife, the amount deducted and which pay periods this amount pertains to, and the actual date on which the payment will be made to the MERAS account.

A list of members shall be supplied by MERAS to each employer on request.

38.0 Employment Relations Education Leave

The Employer shall grant leave on pay for midwives covered by this MECA to attend courses authorised by MERAS to facilitate the midwife's education and training as midwife representatives in the workplace.

The maximum number of days of employment relations education leave that a union is entitled to allocate in respect of an employer is based on the number of full-time equivalent eligible members employed by the employer as at the specified date in a year, and is determined in accordance with the following table:

Full-time equivalent eligible midwives as at the specified date in a year	Maximum number of days of employment relations education leave that MERAS is entitled to allocate.
1-5	3
6-50	5
51-280	1 day for every 8 full-time equivalent eligible members or part of that number.
281 or more	35 days plus 5 days for every 100 full-time equivalent eligible members or part of that number that exceeds 280.

For the purposes of this clause, calculating the number of full-time equivalent eligible members employed by an employer –

An eligible member who normally works 30 hours or more during a week is to be counted as 1:

An eligible member who normally works less than 30 hours during a week is to be counted as one-half.

MERAS shall send a copy of the programme for the course and the name of midwives attending at least 28 consecutive days prior to the course commencing.

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

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

39.0 Superannuation

Unless an employee is already receiving an employer contribution to a superannuation scheme, when an employee becomes (or where an employee is already) a member of a KiwiSaver scheme (as defined in the KiwiSaver Act 2006), the employer agrees to make an employer contribution to the employee's KiwiSaver scheme in accordance with the KiwiSaver Act 2006.

PART EIGHT: RESOLUTION OF EMPLOYMENT RELATIONSHIP 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 midwife is entitled to seek representation at any stage during the process. Help with an employment relations problem is available from MERAS.
- 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 a midwife:

- 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 midwife 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 midwife, whichever is the latter.

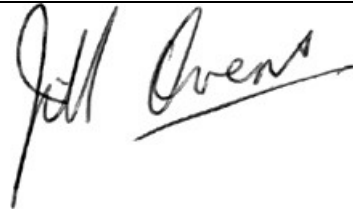
Where any matter comes before the Authority for determination, the Authority must direct the matter to mediation in the first instance. Where mediation has failed or been deemed inappropriate in the circumstances, the Authority will then have the power to investigate the matter.

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.

Signed this 19th day of November 2021

For the Employer:
Nicky Snedden
Donna Hamilton
Rodney Coast Midwives 2020 Ltd.

For the Union:
Jill Ovens
Co-leader (Industrial)
MERAS

A handwritten signature in black ink that reads "Jill Ovens". The signature is written in a cursive style with a horizontal line underneath the name.