



DHB's / MERAS MULTI-EMPLOYER

COLLECTIVE AGREEMENT

1 March 2015 – 31 July 2017

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PART ONE: DHB's / MERAS Multi-Employer Collective Agreement

1.0 Parties

1.1 In accordance with the Employment Relations Act 2000 this collective agreement is made:

BETWEEN:

Auckland District Health Board (Auckland)
Bay of Plenty District Health Board (BOP)
Canterbury District Health Board (Canterbury)
Capital and Coast District Health Board (Capital & Coast)
Counties Manukau District Health Board (Counties Manukau)
Hawke's Bay District Health Board (Hawke's Bay)
Hutt Valley District Health Board (Hutt Valley)
Lakes District Health Board (Lakes)
MidCentral District Health Board (MidCentral)
Nelson Marlborough District Health Board (Nelson Marlborough)
Northland District Health Board (Northland)
South Canterbury District Health Board (South Canterbury)
Southern District Health Board (Southern)
Tairāwhiti District Health Board (Tairāwhiti)
Taranaki District Health Board (Taranaki)
Waikato District Health Board (Waikato)
Wairarapa District Health Board (Wairarapa)
Waitemata District Health Board (Waitemata)
West Coast District Health Board (West Coast)
Whanganui District Health Board (Whanganui)

Where a new DHB is established in the place of two or more DHBs who are parties to this Agreement during the term of this Agreement, any clause or term of this Agreement that refers to specific terms and conditions that apply to any of those DHBs will transfer to the DHB created in that DHB's place and will recognise the former DHB boundaries that existed prior to the new DHB being established which will become location specific terms and conditions.

(The "Employer" or "DHB")

AND:

Midwifery Representation and Advisory Services (MERAS)

(The "Union")

1.2 MERAS and DHB Shared Commitments

Improving the Delivery of DHB Midwifery Services through sustainable workforce development is critical to the parties to this MECA.

MERAS and the DHB's share a strong interest in getting health workforce development right by building a midwifery workforce and work contexts that are flexible, productive, sustainable and able to deliver on health goals. The parties recognise the value of working cooperatively and constructively together to achieve the over-arching goal of maintaining and advancing midwifery workforce that takes shared responsibility for providing high quality healthcare on a sustainable basis.

To this end the parties may agree to establish forums to progress the ongoing interests and issues of the parties outside of bargaining.

Principles of an approach

- (a) Workforce development interventions should be designed and evaluated from a consumer-centric viewpoint with the goal of improved health status of women and their families.
- (b) Assist the delivery of a modern, sustainable and high quality midwifery workforce.
- (c) To support and work within the overarching approach and priorities set by the existing collective Future Workforce activity (which includes DHB, Union and other stakeholders).
- (d) There should be a holistic approach to midwifery care within an employed setting.
- (e) Midwifery should be recognised as a discipline separate from Nursing with midwives practicing as health professionals with their own defined scope of practice, professional standards and code of ethics.
- (f) The focus of this review could include identifying areas for continuous improvement/building on current strengths and exploring the development of new ways of working including promoting the provision of a safe, healthy and supportive work environment.
- (g) The parties also recognise that environmental and fiscal challenges may impinge on work practices and accept that there needs to be constant evaluation to improve productivity and cost effectiveness and to ensure the efficient, sustainable delivery of high quality health services.
- (h) The DHBs and MERAS acknowledge that they must work cooperatively with each other as well as with the Midwifery Council of New Zealand and the New Zealand College of Midwives to achieve their overarching goal of maintaining and advancing a Midwifery workforce which provides high quality maternity care on a sustainable basis to the New Zealand population.
- (i) The parties (MERAS and DHBs) will where it is appropriate invite NZNO to participate in discussions over midwifery issues during the term of the document. This will include further discussions between all parties (MERAS, NZNO and DHBs) to progress the alignment of the job titles during the term of this MECA."

The parties agree that they will:

- (j) To the extent they are capable, provide appropriate maternity care to the communities they serve in an efficient and effective manner.
- (k) To the extent they are capable, support and be involved in the recruitment and retention of an appropriately trained and educated workforce both now, and in the future.
- (l) Promote the provision of a safe, healthy and supportive work environment reflecting the unique characteristics of maternity services and the midwifery workforce.
- (m) Recognise the environmental and fiscal pressures which impinge upon the parties and work practices and accept the need to constantly review and improve on productivity, cost

effectiveness and the sustainable delivery of high quality health services balanced against the needs of the midwifery workforce.

- (n) Be good employers and employees.
- (o) To the extent they are capable, ensure Midwifery workforce planning and rostering meets patient and maternity care service requirements, whilst providing sufficient education opportunities and a reasonable work/life balance for employed midwives.
- (p) Recognise the interdependence of, employed midwifery and other health professionals, their collegiality and the need for a team approach to the delivery of health care.
- (q) Accept accountability for actions.
- (r) 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.
- (s) Work towards enhanced job satisfaction for Midwives.

2.0 Coverage and Application

This is a multiple employer collective agreement (MECA) that is made pursuant to the Employment Relations Act 2000.

This MECA shall apply to all midwives who are members of MERAS and who are employed by the DHB's party to this MECA as Midwives or Senior Midwives.

2.1 Exclusions

There are exclusions to the coverage described above that apply at specific DHB's as follows:

- Directors of Midwifery or equivalent positions, which may have different titles at all DHB's.
- Assistant/Associate Directors of Midwifery or equivalent positions, which may have different titles at all DHB's.

2.2 Impact on Individual Employment Agreements: Where a midwife on an individual employment agreement elects to be bound by this MECA, their previous terms and conditions of employment shall no longer apply unless otherwise agreed in writing between that midwife and the employer.

2.3 Completeness: The provisions of this Collective Agreement shall render null and void any previous terms and conditions of employment of the employees covered by this Agreement and any customs and practices, express or implied, that may have applied before this Collective Agreement came into force.

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

2.5 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.

3.0 New Midwives

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 (clauses 2.0 – 2.1 above), who is engaged by the employer between the date this agreement comes into effect and the expiry date shall be provided a copy of this MECA and offered information about becoming a member of the union which is a party to this agreement, as supplied by that union. The new midwife shall from the date of becoming a union member, be entitled to all benefits, and be bound by all the obligations, under this agreement.

Existing midwives who are covered by the coverage clause of this MECA (clause 2.0) and not specifically excluded (clause 2.1) who become members of MERAS during the term of the MECA shall, from the date of becoming a union member, be bound by all benefits and obligations relating to midwives under this MECA subject to the restrictions set out in the Employment Relations Act 2000.

4.0 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 program” 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 program for midwives.

“Continuity of Care Midwife” means a registered midwife who provides continuity of care throughout the antenatal, labour, birth and postnatal period for a number of individual women.

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

“Senior Midwife” means a midwife who is appointed to a designated senior midwifery position which has defined responsibilities, with or without an annual practicing certificate.

“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 or accessing the provisions of QLP Allowances 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.

“Employer” means the relevant District Health Board employing the particular midwife.

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

“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 MECA. 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 MECA.

“Current Continuous Service” means service with the employer and its predecessors (previously known as Hospital and Health Services, Crown Health Enterprises, Regional Health Authorities, Health Funding Authority, Area Health Boards and Hospital Boards), except where otherwise defined in the

applicable clause. From 12 September 2007 service will transfer between DHB's and 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. Service will not be recognised if employees have moved between DHBs prior to 12 September 2007.

"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.

5.0 Variation of this MECA

Any variation to this MECA shall be mutually agreed between all the parties and such variation shall be in writing and signed by all the parties (i.e. all DHB parties and MERAS).

6.0 Term

This MECA comes in to force after both parties have signed this agreement and the term of this agreement is from 1 March 2015 (commencement date) until 31 July 2017

7.0 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

8.0 Core Midwives and Senior Midwives

The parties note that the Health & Safety in Employment Act 1992 S. 6 (d) requires the employer to take all practical steps to prevent harm occurring to midwives from the way work is organised.

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 28 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 the rostering policy in place in each DHB. For further information on rostering refer to each DHB's rostering policy.

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.

8.1 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 they have reached the limits of safe practice they will be supported to resolve the situation as follows:

- The midwifery manager or duty manager 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 of a recurrence of similar problems.

The most senior midwife in the DHB, at the time of the event, will report the event to the most senior manager in the DHB as soon as is reasonably possible. Direct assistance will then be given from this level in the organisation, and the event reported to the Chief Executive by the senior manager as soon as is reasonably possible.

All incidents shall be reported and investigated and an MERAS representative will be involved in investigations and corrective measures.

8.2 Hours of Work

The hours of work set out in the sub-clauses below shall apply to all midwives except Continuity of Care Midwives, whose hours of work are described in clause 8.0.

- 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 full time midwife may be averaged over a roster cycle of greater than one fortnight.
- b. Midwives will normally work 8 hours a day/shift in duration, except that by mutual agreement between the employer and the midwife, they may work shifts of no less than 4 hours and up to 12 hours. Duty hours must be consecutive except for unpaid meal breaks.
- c. Except in an emergency, no midwife shall work more than seven consecutive 8-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.

Note: 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 part-time employees.

8.3 Minimum break between full shifts:

- a. A break of at least twelve continuous hours must be provided wherever possible between any two periods of a full shift or more.
- 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 nine continuous hours can not be provided between periods of a full shift, the shift is to be regarded as continuous until a break of at least nine 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 a nine hour break, 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. If a call back of less than a full shift is worked between two periods of a full shift or more, a break of nine continuous hours must be provided, either before or after the call-back. If such a break has been provided before the call-back it does not have to be provided afterwards as well.
- h. 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.
- i. 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.
- j. Where a midwife is required by the employer to wear a particular uniform on duty, and is not permitted to wear that uniform other than within the hospital, the midwife will be allowed a period of six minutes, both at the commencement and cessation of each duty, as changing time.

8.4 Meal Breaks and Rest Periods

- a. Except when required for urgent or emergency work and except as provided in (b) 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. There will be only one meal break of not less than half an hour during a 10 hour shift.
- b. 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.
- c. Except where provided for in (b) above a midwife unable to take a meal after five hours' duty shall from the expiry of five hours until the time when a meal can be taken, be paid T0.5 in addition to the hourly rate that would otherwise be payable.
- d. 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.
- e. During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the employer. Where it is impractical to supply tea, coffee, milk and sugar free of charge, an allowance of \$1.46 per week in lieu shall be paid. This allowance shall continue during all periods of leave except leave without pay.

8.5 Overtime and Penal Time ***Eligibility restricted for senior midwives***

This clause shall apply to all midwives except that for Senior Midwives, overtime, call back and penal rates will only apply as outlined below:

Payment of weekend and night 'penal' rates shall be payable where Senior Midwives are required to work full shifts and rosters or have approval to work weekends or nights on a regular basis in order to fulfil the requirements of the Job Description.

Overtime shall be payable to senior midwives only in the following circumstances:

- a. Where the Employer is satisfied that the additional time worked is necessary because of an emergency or other special circumstances; and
- b. Where the salary does not already incorporate a payment for overtime/penal time hours.

Equivalent time off for work performed outside normal hours may be granted in lieu of overtime by agreement between the senior midwife and the manager concerned.

8.5.1 Overtime

- a. Ordinary hourly rate of pay – The ordinary hourly rate shall be one, two thousand and eighty-sixth part (1/2086), correct to two decimal places of a dollar, of the yearly rate of salary payable.
- b. Overtime is time worked in excess of:
 - i) eight 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).

8.5.2 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 one (T1) in addition to the ordinary hourly rate of pay (see clause 15 for further clarification).
- 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.

8.6 On-call allowance for core midwives

- a. In the interests of healthy rostering practices, the parties agree that the allocation of on-call time should be spread as evenly as practicable amongst those required to participate in an on-call roster.

- b. The on-call allowance is payable for all hours the midwife is rostered on-call including time covering an actual call out.
- c. A midwife who is instructed to be on call during normal off duty hours, shall be paid an on call allowance of \$4.04 per hour except on Public Holidays when the rate shall be \$6.06.
- d. Except by mutual agreement or in emergencies, no midwife shall be required to remain on call for more than 40% of the midwife's off-duty time in any three-weekly period. The off duty time excludes days off. If the midwife is fulltime, this is calculated as follows:
- e. $(5 \text{ days} \times 24 \text{ hours}) - 40 \text{ hours worked} \times 40\% = 32 \text{ hours available for call}$
- f. In services where the employer's operational requirements and staffing levels permit, midwives working seven day rosters should not be rostered on call on their rostered days off. The parties accept that this will not always be possible.
- g. A midwife who is required to be on call and report to duty within 20 minutes on average shall have access to an appropriate locater or cellphone.

8.7 Call Back

Rate: Call back is considered overtime and will be paid at the rates specified in clause 8.5.1.

Minimum Payment: A midwife shall be paid for a minimum of three hours, or for actual working and travelling time, whichever is the greater, when the midwife:

- a. is called back to work after completing the day's work or duty, and having left the place of employment; or
- b. is called back before the normal time of starting work and does not continue working until such normal starting time;

Except that call-backs commencing and finishing within the minimum period covered by an earlier call-back shall not be paid for where a call-back commences before and continues beyond the end of a minimum period for a previous call-back. Payment shall be made as if the midwife had worked continuously from the beginning of the previous call-back, to the end of the later call-back.

Transport: Where a midwife who does not reside in employer accommodation is called back to work outside the midwife's normal hours of duty in respect of work which could not be foreseen or prearranged, the DHB shall either:

- a. provide the midwife with transport from the midwife's place of residence to the institution where the midwife is employed and to the place of residence from the institution; or
- b. reimburse the midwife the actual and reasonable travelling expenses incurred in travelling from the midwife's place of residence to the institution or from the institution to the midwife's place of residence, or both travelling to and from the institution.

Where a midwife is "on call" the allowance set out in clause 8.6 above will be paid.

8.8 Ten and twelve hour shifts

- a **Except in an emergency:** No midwife working ten hours per rostered shift shall work more than five consecutive shifts. No midwife working twelve hours per rostered shift shall work more than four consecutive shifts.
- b **Meal breaks:** Meal Breaks and rest periods shall be observed in accordance with clause 8.8. In addition, an employee who works a 12 hour shift shall be allowed two meal breaks, one paid and one unpaid, each of not less than half an hour. 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 **Days off:** Every midwife shall have at least two consecutive 24-hour periods off duty each week. Wherever three consecutive 12 hours shifts are worked, a minimum of three consecutive 24 hours periods off duty will be provided if possible. If four consecutive 12 hour shifts or five consecutive 10-hour shifts are worked, a minimum of three consecutive 24-hour periods shall be granted. 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.
- d **Minimum breaks between duties:** No 12-hour roster shall contain breaks between shifts of less than eleven consecutive hours. No 10-hour roster shall contain breaks between shifts of less than nine consecutive hours. If the actual break is less than nine hours, then the payment provisions of clause 8.3 shall apply. Note: if the midwife requests a lesser break, the overtime payments will not apply.

9.0 Continuity of Care Midwives

- a. In order for optimum midwifery care to be maintained, a midwife offering full midwifery care must ensure realistic caseload levels. The NZCOM recommends a guideline of 40-50 women per year if the midwife is the Lead Maternity Carer.
- b. The number of cases per FTE per year that constitute a full-time caseload will be agreed between the continuity of care midwives and the employer locally (at each DHB), having consideration for:
 - the guidelines established by the New Zealand College of Midwives (NZCOM); and
 - the setting within which the midwife is practising (i.e. rural or urban); and
 - the extent to which the DHB requires the continuity of care midwife to assist in providing midwifery care in the unit.
- c. There are no standard hours of work. Continuity of care midwives are expected to organise their working hours to ensure provision of a complete, 24-hour midwifery service within the limits specified below.
- d. Midwives will not be required nor will they elect to practice continually for any length of time that they consider professionally and/or clinically unsafe. The determination of professional and/or clinical safety will be made by the midwives affected by the decision and the employer.
- e. The hours of work of continuity of care midwives should not exceed 160 hours in any four-week period nor 100 in any two-week period. The continuity of care team is to organise their roster to allow each midwife four periods of 24 hours off, in every two-week period, with cover provided by an appropriate team member if required. These hours are not to be taken as four single days off,

unless this arrangement is self-rostered by the midwife concerned and agreed to by the employer. Midwives may elect to be on-call for births during their time off.

- f. Continuity of care midwives will not be required to work more than 12 consecutive hours, but may choose to do so at their discretion, having regard for professional and/or clinical safety. The employer would not expect that midwives would work more than 16 consecutive hours, or more than 24 hours intermittently without having an eight-hour break.
- g. Caseload midwives shall qualify for the full entitlement of shift leave (5 days) specified in clause 17.0 of the MECA.

9.1 DHB Specific Provisions (grand-parented)

9.1.1 All DHB's

The following provisions shall apply to employees who were employed prior to the effective date of this agreement.

1. Any caseload midwife employed prior to the commencement of this agreement shall retain allowances and reimbursement bestowed by a previous variation and payable on the day prior to ratification of this document. Although best endeavours have been made to capture these below, the content may not be complete.
2. Those employees that were entitled to annual leave above the standard clause (16) shall retain their entitlement.
3. Telephone reimbursement payable on the day prior to ratification of this document shall continue.

9.1.2 Canterbury DHB

Professional Fees

Caseload midwives shall be reimbursed for professional fees incurred by belonging to the New Zealand College of Midwives, and indemnity insurance cover from the NZNO up to a maximum of \$555.

9.1.3 Waikato DHB

Professional Fees

The employer may reimburse the employee up to \$100 per annum (on presentation of official receipts) as a contribution towards the cost of one (1) membership of a professional association that is directly relevant to the employee's duties.

Provided that where the employee works for another organisation, or in private practice, the employer will only be required to pay the amount on a pro-rata basis.

Notwithstanding the above provisions where the employer requires the employee to be a member of a relevant professional association as a requirement of their position, e.g. to meet the requirements of a funding contract, the employee may be reimbursed up to the full membership cost subject to the presentation of official receipts.

9.1.4 Hawke's Bay

Annual Leave

Caseload midwives shall receive 29 days per annum.

Salaries

When a team midwife covers for annual leave or any kind of leave then they will be paid the following for each shift:

- \$215.74 for each shift

PART THREE: PROVISIONS RELATING TO SALARY AND ALLOWANCES

10.0 Salaries

Registered Core MW		Effective 01/03/14	Effective 06/07/15	Effective 04/07/16
Step 5		64,163	65,446	66,755
Step 4		57,748	58,903	60,081
Step 3		54,657	55,750	56,865
Step 2		51,449	52,478	53,528
Step 1 (New Grad)		47,528	48,479	49,449
Continuity of Care/Caseload MWs (Penals and Overtime do not apply with the exception of penals on public holidays		85,831	87,548	89,299

Progression: By annual increment through all steps in each scale.

Community Midwife Scale Step		Effective 01/03/14	Effective 06/07/15	Effective 04/07/16
8*		70,844	72,261	73,706
7*		69,483	70,873	72,290
6*		68,119	69,481	70,871
5		64,163	65,446	66,755
4		57,748	58,903	60,081
3		54,657	55,750	56,865
2		51,449	52,478	53,528
1		47,528	48,479	49,449

Progression: By annual increment at anniversary dates steps 1 to 5 inclusive. Thereafter progression is annual at anniversary date, subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised (*)

All steps on this scale attract Professional Development allowances as provided for in the MECA.

Designated Senior Midwife positions

GRADE	STEP	Effective 1/03/2014	Effective 6/07/2015	Effective 4/07/2016
Grade 1	1	68,119	69,481	70,871
Grade 1	2	69,483	70,873	72,290
Grade 1	3	70,844	72,261	73,706
Grade 2	1	69,483	70,873	72,290
Grade 2	2	70,844	72,261	73,706
Grade 2	3	72,208	73,652	75,125
Grade 3	1	75,691	77,205	78,749
Grade 3	2	78,603	80,175	81,779
Grade 3	3	81,514	83,144	84,807
Grade 4	1	80,058	81,659	83,292
Grade 4	2	82,969	84,628	86,321
Grade 4	3	85,880	87,598	89,350
Grade 5	1	84,424	86,112	87,834
Grade 5	2	87,337	89,084	90,866
Grade 5	3	90,247	92,052	93,893
Grade 6	1	87,337	89,084	90,866
Grade 6	2	90,247	92,052	93,893
Grade 6	3	93,159	95,022	96,922
Grade 7	1	90,247	92,052	93,893
Grade 7	2	93,159	95,022	96,922
Grade 7	3	95,056	96,957	98,896
Grade 8	1	95,056	96,957	98,896
Grade 8	2	100,205	102,209	104,253
Grade 8	3	105,355	107,462	109,611
Grade 8	4	110,503	112,713	114,967

Progression: Movement through steps in Grade shall, subject to satisfactory performance (see 10.1 (d) below), be annual on the anniversary date of appointment to the designated senior position. Movement between Grades shall be on the basis of appointment to a higher graded position.

10.1 Operation of Salary Scales

- a. The salary scales above shall be applied to the respective groups of midwives.
- b. On appointment, the employer may place midwives on any step of the relevant scale, taking into account the following factors:

- previous midwifery experience or other relevant work and life experience - the employer may credit this service;
 - degree of difficulty in recruiting for specific skills and/or experience required for the position.
- c. For new appointees to designated senior midwife positions, placement on the scale will be based on job size, job content, responsibility, experience and qualifications.
 - d. Movement through the salary scales shall be by automatic annual increment, except for senior midwives whose advancement through the steps in their salary grade shall be annual, subject to satisfactory performance which will be assumed to be the case unless the midwife is otherwise advised. Movement across senior salary grades shall only occur with a change in position.
 - e. 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.
 - f. An employee previously employed on the top Enrolled Nurse salary step under the DHBs/NZNO MECA shall be appointed to no lower than Step 2 of the salary scale when they qualify and are appointed as a Registered Midwife

10.2 Senior Midwives Job-scoping Exercise

A national scoping exercise continues to be undertaken by the DHB's, using one consistent job evaluation tool (the Compers Job Evaluation System). This tool is being used by the DHB's to size all designated senior midwifery positions.

The outcome of this exercise defines a consistent job grading decision for positions of a similar nature across all DHB's.

Where the DHB's or MERAS identify that equivalent positions are designated as senior in some DHB's but not in others, the parties will discuss this as part of the scoping exercise.

The parties agree that senior midwives and MERAS will be engaged in the job-scoping exercise through a process of consultation. In particular:

- (a) the DHB's will consult with senior midwives and MERAS to ensure the position descriptions used in the job-sizing are current;
 - (b) the DHB's will consult with MERAS regarding the relative job sizes as described by Compers;
 - (c) the DHB's will utilise the same scoping process as is already set up to scope any new senior midwifery positions established in DHB's, to ensure consistency;
 - (d) the DHB's will consult with MERAS then utilise the same appeal/review process as is already set up.
- b. if the DHB's have a position that is similar to one that has already been scoped and after consultation with MERAS, will apply the same grading without the position going through the scoping process.

The results of this exercise will be translated onto the MECA senior midwife salary scale. The DHB's will consult with MERAS regarding the appropriate placement of senior midwifery positions on this scale.

10.3 Senior Midwifery Job Titles

An agreement on alignment of senior midwifery job titles was not concluded during the last MECA. There may be further discussions between all parties (MERAS, NZNO and DHBs) to progress the alignment of the job titles during the term of this MECA.

11.0 Meal Allowance

A midwife who works a qualifying shift of eight hours or the rostered shift, whichever is the greater, and who is required to work more than one hour beyond the end of the shift (excluding any break for a meal) shall be paid a meal allowance of \$7.95 or, at the option of the employer, be provided with a meal.

12.0 Higher Duties Allowance

- a. 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 five 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.

13.0 Travelling Expenses and Incidentals

When travelling on employer business, the midwife will be reimbursed for costs on an actual and reasonable basis on presentation of 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. The IRD rates that applied at the commencement of this collective agreement are 74 cents per kilometre. Any change to this rate shall be effective from the first pay period following the date of promulgation by the IRD.

Continuity of Care Midwives will retain travel reimbursement arrangements that existed prior to this MECA until otherwise agreed.

In the event that a midwife has an accident while using her own vehicle on DHB business, reimbursement of any insurance shortfall will be made as specified in the relevant DHB policy/guideline.

General: In circumstances not addressed by this clause, any expenses incurred on behalf of the employer shall be reimbursed in accordance with individual DHB policies.

14.0 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. It must be a statutory requirement that a current midwifery annual practising certificate be held for the performance of duties.
- b. The midwife must be engaged in duties for which the holding of a midwifery annual practising certificate is a requirement.
- c. Any payment will be offset to the extent that the midwife has received a reimbursement from another employer.

PART FOUR: PROVISIONS RELATING TO LEAVE

15.0 Public Holidays

15.1 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)

15.2 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 clause 15.5 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.

15.3 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.

15.4 When an employee works on a public holiday which would otherwise be a working day for the employee, they will be paid at time one (T1) in addition to the ordinary hourly rate of pay for each hour worked (as per clause 8.5.2(b)) and they shall be granted an alternative holiday. Such alternative holiday shall be 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 an 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 otherwise be transferred, the employee will be paid in accordance with clause 15.4 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.
- 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 to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 12.4 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 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.
- 15.8 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.
- 15.9 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.
- 15.10 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 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 Annual Leave

- a) Midwives, other than casuals, 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, except that on completion of five years recognised current continuous service the midwife shall be entitled to 5 weeks annual leave. The 5 weeks annual leave after 5 years current continuous service is inclusive of all board/recreation and non-transferable days. For the purpose of this clause “current continuous service” shall be as defined in clause 4.
- b) In the event of legislative change introducing additional annual leave entitlements during the term of this Agreement, it will be amended accordingly.
- c) In those DHB’s where superior entitlements to these were available upon appointment to particular positions (e.g. Senior Midwife positions at ADHB, ODHB and in the Northern Districts), such entitlements shall be retained by the individual midwives concerned. They shall not remain as ongoing provisions in the relevant DHB.
- d) Casual midwives shall be paid either 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement.
- e) **Conditions**
 - i. Annual leave shall be taken to fit in with service/work requirements and midwife’s need for rest and recreation.
 - 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.
- f) 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.

17.0 Shift Leave

- a. Core midwives who work rotating shift patterns or those who work qualifying shifts shall be granted, on 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.
- b. Qualifying shifts are defined as a shift which involves at least two hours work performed outside the hours of 8.00am – 5.00pm, excluding overtime.

Number of qualifying shifts per annum	Number of days additional leave per annum
121 or more	5 days
96 – 120	4 days
71 – 95	3 days
46 – 70	2 days
21 – 45	1 day

Note: The entitlement cannot exceed a maximum of 5 days in any leave year.

- c. Core midwives who do not work shift work as defined in clause 4 and who are required to participate in on-call rosters shall be granted 2 hours leave for each full weekend day they are required to be on-call during normal off-duty hours, up to a maximum of three days additional leave per annum. Such leave shall be paid at annual leave averages and is not accumulative. Core midwives who work qualifying shifts under sub-clause (a) above are not entitled to leave under this sub-clause. Any entitlements accrued prior to 1 April 2005 will be protected.

18.0 Sick Leave

18.1 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) On appointment to a DHB, a full time employee 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. 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 twelve months of employment and a minimum of five (5) additional working days for each subsequent twelve month period.

From 1 March 2012 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. Calculation is based on the anniversary of the employee's start date.

- (b) Employees who move between DHBs will take their accrued sick leave balance with them. Future annual sick leave entitlement will be on the date of their anniversary when they received their last allocation of sick leave at their previous DHB. If an employee moves to another DHB after a break of 3 months or more and they are not involved in midwifery related activities will not be able to take their sick leave balance with them and will be allocated sick leave based on 18.1 (a).
- (c) The employee shall be paid at relevant daily pay as prescribed in the Holidays Act 2003, for the first five 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) In the event an employee has no entitlement left, they may be granted an additional 10 days per annum. 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 employees length of service
 - The employees attendance record
 - The consequence of not providing the leave
 - Any unusual and/or extenuating circumstances
- (e) 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.
- (f) Leave granted under this provision may be debited as an advance on the next years' entitlement up to a maximum of 5 days.
- (g) 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.
- (h) 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 sick and domestic leave entitlement.
- (i) The employee can accumulate their entitlement up to a maximum of 260 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.

18.2 Sickness During Paid Leave

- (a) When sickness occurs during paid leave, such as annual or long service leave, 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 or long service leave, approval will also be given to debiting the portion, which occurred within the annual leave or long service leave period, against sick leave entitlement, provided the conditions in 18.2 (a) above apply.
 - Annual leave or long service 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.
- (c) Where an employee has a consistent pattern of short term Sick Leave, or where those absences are more than 10 working days/shifts or more in a year, then the employee's situation may be reviewed in line with the DHB's policy and Sick Leave practices. The focus of the review will be assisting the employee in establishing practical arrangements to recover from sickness or injury.

19.0 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. In granting time off and for how long, the employer must administer these provisions in a culturally appropriate manner, especially in the case of Tangihanga.
- d. The employer agrees that on application, it may be appropriate to grant leave without pay in order to accommodate various special bereavement needs not recognised in subclause (a) above.

20.0 Parental Leave

20.1 Statement of principle - The parties acknowledge the following provisions are to protect the rights of midwives during pregnancy and on their return to employment following parental leave.

20.2 Entitlement and eligibility - Provided that the midwife assumes or intends to assume the primary care of the child born to or adopted by them or their partner, the entitlement to parental leave is:

- (a) in respect of every child born to them or their partner;
- (b) in respect of every child up to and including five years of age, adopted by them or their partner;
- (c) where two or more children are born at the same time or adopted within a one month period, for the purposes of these provisions the midwife's entitlement shall be the same as if only one child had been born or adopted.

20.3 Parental leave of up to 12 months is to be granted to midwives with at least one year's service at the time of commencing leave.

Parental leave of up to six months is to be granted to midwives with less than one year's service at the time of commencing leave. Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the employer.

The maximum period of parental leave may be taken by either the midwife exclusively or it may be shared between the midwife and their partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer.

20.4 In cases of adoption of children of less than five years of age, parental leave shall be granted in terms of 20.2 and 20.3 above, providing the intention to adopt is notified to the employer immediately following advice from the Department of Child, Youth and Family Services to the adoptive applicants that they are considered suitable adoptive parents. Subsequent evidence of an approved adoption placement shall be provided to the employer's satisfaction.

20.5 Midwives intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner or midwife certifying the expected date of delivery. This provision may be waived in the case of adoption.

20.6 A midwife absent on parental leave is required to give at least one month's notice to the employer of their intention to return to duty. When returning to work the midwife must report to duty not later than the expiry date of such leave.

NOTE: It is important that midwives are advised when they commence parental leave that, if they fail to notify the employer of their intention to return to work or resign, they shall be considered to have abandoned their employment.

20.7 Parental leave is not to be granted as sick leave on pay.

20.8 Job protection

- a. Subject to (c) below, a midwife returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:
 - (i) at the equivalent salary, grading;
 - (ii) at the equivalent weekly hours of duty;
 - (iii) in the same location or other location within reasonable commuting distance; and
 - (iv) involving responsibilities broadly comparable to those experienced in the previous position.
- b. Where applicable, midwives shall continue to be awarded increments when their incremental date falls during absence on parental leave.
- c. Where possible the employer must, as a first preference, hold the midwife's position open or fill it temporarily until the midwife's return from parental leave. In the event that the midwife's position is a "key position" (as contemplated in the Parental Leave and Employment Protection Amendment Act 2002), the employer may fill the position on a permanent basis.
- d. Where the employer is not able to hold a position open, or to fill it temporarily until a midwife returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the midwife returns to work, a similar position (as defined in (a) above) is not available, the employer may approve one of the following options:
 - (i) an extension of parental leave for up to a further 12 months until the midwife's previous position or a similar position becomes available; or
 - (ii) an offer to the midwife of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the midwife continues on extended parental leave as in d (i) above for up to 12 months; or
 - (iii) the appointment of the midwife to a different position in the same location, but if this is not acceptable to the midwife the midwife shall continue on extended parental leave in terms of d(i) above for up to 12 months:

Provided that;

- i if a different position is accepted and within the period of extended parental leave in terms of d(i), the midwife's previous position or a similar position becomes available, then the midwife shall be entitled to be appointed to that position; or
- ii where extended parental leave in terms of d (i) above expires, and no similar position is available for the midwife, the midwife shall be declared surplus under clause 26 of this agreement.

- e. If the midwife declines the offer of appointment to the same or similar position in terms of sub clause 20.8 above, parental leave shall cease.
- f. Where, for reasons pertaining to the pregnancy, a midwife on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to confinement, then the guaranteed proportion of full-time employment after parental leave shall be the same as that immediately prior to such enforced reduction in hours.
- g. Parental leave absence filled by temporary appointee - If a position held open for a midwife on parental leave is filled on a temporary basis, the employer must inform the temporary appointee that their employment will terminate on the return of the midwife from parental leave.
- h. Midwives on parental leave may from time to time and by agreement work occasional duties during the period of parental leave and this shall not affect the rights and obligations of either the midwife or the employer under this clause.

20.9 Paid Parental Leave – Where an employee takes parental leave under this clause, meets the eligibility criteria in 20.2 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full-time) for a period of up to 14 weeks.

The payment shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata if appropriate) applicable to the employee for the six weeks immediately prior to commencement of parental leave.

The payment shall be made only in respect of the period for which the employee is on parental leave and in receipt of the statutory payment if this is less than 14 weeks.

Where 20.3 applies and both partners are employed by the DHB, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

21.0 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.

22.0 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 in the role of an expert witness.
- c. Any remuneration received by the Midwife for the period that paid leave was granted shall be paid to the Employer.
- d. A midwife elected to the MERAS National Representative Council shall be entitled to attend 2 meetings on ordinary pay per year.

23.0 Service Leave

- a. An employee shall be entitled to service leave of one week upon completion of a five year period of current continuous service. Current continuous service shall be deemed to include prior continuous service with another DHB (less any service period for which a period of service leave has already been taken or paid out). Such entitlement may be accrued.
- b. Service Leave will be paid for each week of leave on the same basis as annual leave (16.0) in accordance with the Holidays Act 2003. This will be based on the employees FTE status at the time of taking the leave. Wherever practicable long service leave is to be taken in periods of not less than one week.
- c. For the purposes of 23.0 (a) continuous service shall be recognised from 1 July 2004 unless the midwife had a previously Grandparented provision.
- d. For midwives with a previously Grandparented scheme, the following shall apply. The midwife shall accrue the entitlement in accordance with clause 23.0 (a) above, with their service being deemed to commence, for the purpose of this calculation, on the date service was previously deemed to commence under the Grandparented scheme. Any service leave actually taken, shall be deducted from that entitlement and the residue shall become the remaining entitlement. That shall be added to any further accrual, with the leave being taken in accordance with clause 23.0 (a) above.
- e. In the event of the death of an midwife who was eligible for service leave but not taken the leave, any monies due will be paid to the deceased estate.
- f. Leave without pay in excess of three months taken on any one occasion will not be included in the 5 year qualifying period, with the exception of Parental Leave.

PART FIVE: PROVISIONS RELATING TO EDUCATION, TRAINING AND 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 32 hours per calendar year for full time midwives (pro rated to no less than 8 hours per calendar year for part time midwives). This leave is to enable midwives to complete qualifications, to attend courses and to undertake research or projects that are relevant to the employer and that facilitate the midwives' growth and development. Prior approval of the employer must be obtained.
- c. Grants, scholarships, reimbursement and leave practices in existence prior to this MECA, will continue in place in DHB's where they apply.
- d. Paid leave to meet organisational and service requirements, and those HPCA requirements not otherwise addressed in this clause, shall be granted in addition to the above provisions. The employer will meet any associated costs.
- 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.
- g. New Graduate study days are in addition to those stated above, in accordance with each DHB's policy.
- h. Midwives working on obtaining or maintaining skill levels associated with the Professional Development Framework are entitled to additional leave in order to undertake research or study associated with meeting the framework's requirements as follows:

Domain

Confident	1 day per annum
Leadership	2 days per annum

- i. It is acknowledged that designated senior midwives may require additional paid opportunities for development.

Professional Development Framework

The Quality and Leadership Programme is the National programme that supports midwives to progress through domains of practice from competent to leadership practitioners.

The Quality and Leadership programme has been developed in collaboration with MERAS, NZCOM, NZNO, and DHB Midwife Leaders. DHBs will implement the programme as described in the Quality and Leadership Programme document.

- a. In recognition of the importance of increasing the skills, expertise and leadership of midwives, a midwife who reaches the applicable domain will receive a pro-rata allowance for as long as she is assessed as maintaining the criteria for that domain. The allowances below shall be added to the base rate of pay and payable on all hours worked, and shall attract overtime and penal payments. The rates below are effective from 6 July 2015

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

- b. Senior midwives placement on and progression through the salary scale is not dependant on professional development. DHB's that have dedicated senior midwives professional development programmes will continue to operate them separately from salary progression.

Principles for implementing the Midwifery Quality and Leadership Programme:

- a) The DHB will appoint a Midwife QLP Co-ordinator
- b) The QLP will be implemented in a nationally consistent manner
- c) Domains will be transportable across DHBs
- d) There will be no quotas or built in barriers to prevent midwives progressing to the appropriate domain
- e) A local Midwifery Leadership Group including MERAS representatives will be established to monitor uptake, consistency and manage any local implementation difficulties
- f) Any structural changes needed in the programme will only be implemented by agreement between DHBs and MERAS.

PART SIX: GENERAL PROVISIONS

24.0 *Uniforms and Protective Clothing*

- a. Where the employer requires a midwife to wear a uniform, it shall be provided free of charge, but shall remain the property of the employer.
- b. 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.
- c. Damage to personal clothing – A midwife shall be reasonably compensated for damage to personal clothing worn on duty, or reimbursed dry cleaning charges for excessive soiling to personal clothing worn on duty, provided the damage or soiling did not occur as a result of the midwife's negligence, or failure to wear the protective clothing provided. Each case shall be determined on its merits by the employer.

25.0 *Cooperation, Consultation and Management of Change*

25.1 Management of Change

- a. The parties to this collective agreement accept that change in the health service is necessary in order to ensure the efficient and effective delivery of health services. They recognise a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard.
- b. Regular consultation between the employer, its midwives and the union is essential on matters of mutual concern and interest. Effective communication between the parties will allow for:
 - improved decision making;
 - greater cooperation between employer and midwives; and
 - 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 midwife relations matters.
- d. The employer accepts that midwife representatives are a 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 employers 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.
- f. 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.
- g. 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 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.
- c. 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.
- d. Consultation requires neither agreement nor consensus. The parties accept that consensus is a desirable outcome, however the final decision shall be the responsibility of the employer.
- e. From time to time directives will be received from government and other 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 will agree on a period of time for the parties to engage with each other.

- f. The process of consultation for the management of change 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.

The above process shall be completed prior to the implementation of clause 26 below.

26.0 Staff Surplus

When as a result of the substantial restructuring of the whole, or any parts, of the employer's operations; either due to the reorganisation, review of work method, change in plant (or like cause), the employer requires a reduction in the number of midwives, or, midwives can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in sub-clause 26.4 below shall be considered and decided on a case by case basis in accordance with this clause.

- 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; and
- (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.

26.2 Notification of a staffing surplus shall be advised to the affected midwives and their Union at least one month prior to the date of giving notice of severance or enhanced early retirement to any affected midwife. This date may be varied by agreement between the parties. During this period, the employer and midwife, who can elect to involve their Union Representative, will meet to agree on the options appropriate to the circumstances. Where midwives are to be relocated, at least three months' notice shall be given to midwives, provided that in any situation, a lesser period of notice may be mutually agreed between the midwife and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

26.3 The following information shall be made available to the Union representatives in respect of affected midwives they represent:

- (a) the location/s of proposed surplus
- (b) the total number of proposed surplus midwives
- (c) the date by which the surplus needs to be discharged
- (d) the positions, grading, names and ages of the affected midwives
- (e) availability of alternative positions in the DHB.

On request the Union representative will be supplied with relevant additional information where available.

26.4 Options - The following are the options to be applied in staff surplus situations:

- (a) Reconfirmed in position
- (b) Attrition
- (c) Redeployment
- (d) Leave without pay
- (e) Enhanced early retirement
- (f) Retraining
- (g) Severance

Option (a) will preclude midwives from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions specified under 'severance' below will be applied as a package.

Reconfirmed in position - Where a position is to be transferred into a new structure in the same location and grade, where there is one clear candidate for the position, the midwife is to be confirmed in it. Where there is more than one clear candidate the position will be advertised with appointment made as per normal appointment procedures.

Attrition - Attrition means that as people leave their jobs because they retire, resign, transfer, die or are promoted then they may not be replaced. In addition or alternatively, there may be a partial or complete freeze on recruiting new midwives or on promotions.

Redeployment - Midwives may be redeployed to a new job at the same or lower salary in the same or new location. The midwife's preference for redeployment shall be given due consideration.

- (a) Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary of the midwife at the rate paid in the old job at the time of redeployment. The salary can be preserved in the following ways:
 - (i) a lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
 - (ii) an ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).
- (b) Where the new job is within the same local area and extra travelling costs are involved, actual additional travelling expenses by public transport shall be reimbursed for up to 12 months.
- (c) The redeployment may involve midwives undertaking some on-the-job training.
- (d) Transfer provisions will be negotiated on an actual and reasonable basis.

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

Retraining

- (a) Where a skill shortage is identified, the employer may offer a surplus midwife retraining to meet that skill shortage with financial assistance up to the maintenance of full salary plus appropriate training expenses.

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

- (b) If a midwife is redeployed to a position which is similar to his or her previous one, any retraining may be minimal, taking the form of "on the job" training such as induction or in service education.

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

Enhanced early retirement

- (a) Midwives are eligible if they have a minimum of ten years' total aggregated service with the employing DHB, its predecessors and one or more other DHB, excludes any service with any DHB or their predecessor which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment received from any DHB's or their predecessors.
- (b) Membership of a superannuation scheme is not required for eligibility.
- (c) The midwife shall receive the following:
 - (i) 8.33 per cent of base salary (T1 rate only) for the preceding 12 months in lieu of notice. This payment is regardless of length of service; and
 - (ii) 12 per cent of base salary (T1 rate only) for the preceding 12 months, or part thereof for midwives with less than 12 months service; and
 - (iii) 4 per cent of base salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one up to a maximum of 19; and
 - (iv) where the period of total aggregated service is less than 20 years, 0.333 per cent of base salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service; and
 - (v) a retiring gratuity if applicable.
 - (vi) Outstanding annual leave and long service leave may be separately cashed up.

Severance - Payment will be made in accordance with the following:

“Service” for the purposes of this sub-clause means total aggregated service with the employing DHB, its predecessors and one or more other DHB, but excludes any service with any DHB or their predecessor which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any DHB's or their predecessors.

- (i) 8.33 per cent of base salary (T1 rate only) for the preceding 12 months in lieu of notice. This payment is regardless of length of service; and
- (ii) 12 per cent of base salary (T1 rate only) for the preceding 12 months, or part thereof for midwives with less than 12 months service; and
- (iii) 4 per cent of base salary (T1 rate only) for the preceding 12 months multiplied by the number of years of service minus one up to a maximum of 19; and
- (iv) where the period of total aggregated service is less than 20 years, 0.333 per cent of base salary (T1 rate only) for the preceding 12 months multiplied by the number of completed months in addition to completed years of service; and
- (v) a retiring gratuity if applicable.
- (vi) Outstanding annual leave and long service leave may be separately cashed up.

- (vii) Nothing in this agreement shall require the employer to pay compensation for redundancy where as a result of restructuring, and following consultation, the employee's position is disestablished and the employee declines an offer of employment that is on terms that are:
- the same as, or no less favourable, than the employee's conditions of employment; and
 - in the same or similar position to the disestablished position in which the employee was employed by the employer, or
 - in any position in which the employee is willing to accept"

Where there is an offer of redeployment to reduced hours, a midwife may elect to take a pro-rata compensatory payment based on the above severance calculation.

26.5 Job Search

Midwives will be assisted to find alternative employment by being able to have a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the team leader/manager being notified of the time and location of the interview before the midwife is released.

26.6 Counselling

Counselling for the midwife and their family will be made available as necessary.

27.0 Retiring Gratuities

Retiring Gratuities are available to midwives covered by this Agreement who are retiring from DHB's where those provisions existed for those midwives prior to the commencement of this MECA. Those DHB-specific provisions are attached as Appendix 2 to this MECA. All cut off and implementation dates expressed in those DHB-specific provisions will continue to apply in each DHB.

28.0 Accidents – Transport of Injured Midwives

Transport of injured midwives – Where the accident is work-related and the injury sustained by the midwife necessitates immediate removal to a hospital, or to a medical practitioner for medical attention and then to their residence or a hospital, or to their residence (medical attention away from the residence not being required), the DHB is to provide or arrange for the necessary transport, pay all reasonable expenses for meals and lodging incurred by or on behalf of the midwife during the period she is transported, and claim reimbursement from 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.

29.0 Indemnity Cover

The employer undertakes to indemnify midwives, subject to the terms and conditions of the employer's Professional Indemnity/Medical Malpractice Insurance Policy, against actions taken by persons suffering damage as a result of acts or omissions of the midwife while acting in the course of their employment.

This indemnity shall not apply to any midwife acting outside of his or her employment, or for any action taken against the midwife by their own professional association. The parties agree that the payment of any excess or deductible is the responsibility of the employer.

If a conflict of interest between the employer and the midwife is identified, the employer will discuss this with the midwife and her representative and may provide the midwife with independent representation that is agreed.

30.0 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 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.

31.0 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.

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.

31.1 Childcare Facilities

The parties recognise the importance of good quality childcare facilities being readily available to midwives and support present childcare facility arrangements. Employers are encouraged to provide facilities for mothers to breastfeed infants.

31.2 Reappointment after Absence due to Childcare

Midwives who resign to care for a dependant pre-school child or children may apply to their former employer for preferential re-appointment.

The total period of childcare absence allowed is four years plus any increases in lieu of parental leave. Longer absence renders a person ineligible for preferential appointment.

The employer shall make every effort to find a suitable vacancy for eligible applicants as soon as their eligibility for preferential re-entry is established. Appointment to a position may be made at any time after the original notification of intention to return to work, provided the appointee agrees.

Absence for childcare reasons will interrupt service but not break it.

The period of absence will not count as service for the purpose of sick leave, annual leave, retiring leave or gratuities, long service leave or any other leave entitlement.

Midwives do not have a right of review against their non-appointment.

32.0 Health and Safety

The employer shall comply with the provisions of the Health and Safety in Employment Act 1992 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 Midwife Participation Agreement in each District Health Board.

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.

33.0 Termination of Employment

33.1 Notice Period

Either party may terminate the employment agreement 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 midwife without notice for serious misconduct or other good cause in accordance with the employing DHB's disciplinary procedures and/or rules of conduct.

33.2 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 their employment without notice, unless the midwife 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 midwife during the three days period of unnotified absence.

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

34.0 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.

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

34.1 Insurance Protection

Insurance protection for midwives travelling on work related business is provided in accordance with the DHB's insurance policy. The provisions of the insurance policy are available through the Human Resources department.

34.2 Leave Without Pay

Fulltime or part-time midwives are able to take leave without pay each year, providing that such leave is mutually agreed between the employer and the midwife, and is in accordance with the employer's policy on leave without pay.

35.0 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 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 MERAS. Before speaking out on the issues of concern, these comments are to be discussed with the midwife's divisional General Manager prior to release in order that the employer has the opportunity to discuss any effects which such comments might have on the employer's business.

Attention is drawn to the applicable employer's Media Policy and the Privacy Act.

36.0 Harassment

Midwives should refer in the first instance to the provisions and procedures specified in the employer's Harassment Policy. The midwife's attention is also drawn to Part Eight: Resolution of Employment Relationship Problems. Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence, and other forms of intimidating behaviour.

36.1 Sexual harassment is verbal or physical behaviour of a sexual nature which is unwelcome to the receiver and is embarrassing or intrusive. It affects morale, work effectiveness and the right to enjoy a good working environment. Some types of behaviour constituting sexual harassment are listed below:

- (a) Type of behaviour
 - (i) sex-orientated jibes or abuse;
 - (ii) offensive gestures or comments;
 - (iii) unwanted and deliberate physical contact;
 - (iv) requests for sexual intercourse, including implied or overt promises for preferential treatment or threats concerning present or future employment status.
- (b) Where it may occur
 - (i) among co-workers;
 - (ii) where a supervisor uses position and authority to take sexual advantage of another midwife or to control or affect the career, salary or job of that midwife;
 - (iii) in dealing with members of the public.
- (c) Responsibilities for supervisors and complainants when dealing with sexual harassment:
 - (i) It is the responsibility of the employer to maintain a work environment free of unwelcome behaviour and to provide a mechanism for reporting sexual harassment, ensuring a fair investigation and avoiding reprisals against the complainant;
 - (ii) Care is to be taken during the investigation of any complaint of sexual harassment and afterwards to prevent any disadvantage to the complainant and care must also be taken to protect the position of other parties if the complaint is found to be unwarranted.
 - (iii) The employer relies on supervisors at all levels to facilitate and encourage proper standards of personal and ethical conduct in the workplace.

Sexual harassment complaints must be taken seriously and handled with sensitivity and impartiality. Behaviour, words and gestures have different meanings in different cultures. What may be acceptable in one culture may not be in another. This needs to be taken into account in the workplace.

Guidelines for Supervisors and Guidelines for Complainants are available in the employer's Human Resources Manual and/or from the Human Resources Department.

36.2 Racial Harassment

A midwife is racially harassed if the midwife's employer or a representative of the employer uses language (whether written or spoken), or visual material, or physical behaviour that directly, or indirectly:

- (i) expresses hostility against, or brings into contempt or ridicule, the midwife on the grounds of race, colour, or ethnic or national origins of the midwife; and
- (ii) is hurtful or offensive to the midwife (whether or not that is conveyed to the employer or the representative); and
- (iii) has, either by its nature or through repetition, a detrimental effect on the midwife's employment, job performance or job satisfaction.

PART SEVEN: PROVISIONS RELATING TO MERAS

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

38.0 MERAS Meetings

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.

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.

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.

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 clause 26 of the Employment Relations Act 2000.

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

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.

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.

Travel and accommodation expenses are the responsibility of the midwife attending the seminar.

In all cases, granting of leave on pay for travel purposes is to be at the discretion and convenience of the employer.

40.0 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 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.

41.0 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 DHB on request.

42.0 Employment Relations Education Leave

The Employer shall grant leave on pay for midwives party to 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.

43.0 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 within the work place (midwife manager) or outside the workplace (Ministry of Business and Innovation 0800 800 863), or a union, 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 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 in 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.

Appendices - Retiring Gratuities by DHB

SCHEDULE OF RETIRING GRATUITIES BY DHB

All clause numbers refer to the clauses in the previously applicable Collective Agreements.

Auckland Region MECA:

16.0 RETIRING GRATUITIES

- 16.1 The Employer shall pay a retiring gratuity to staff retiring from the DHB have had not less than ten years' service with the employing Company, with that board and one or more other boards and with one or more of the following services: the Public Service, the Post Office, New Zealand Railways or any university in New Zealand, provided that for employees engaged after 1.7.92 only service with Area Health Boards and Hospital Boards, CHEs, HHSs and District Health Boards shall be recognised.
- 16.2 For the purposes of establishing eligibility for a gratuity, total service may be aggregated, whether this be part-time or whole-time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.
- 16.3 Where part-time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.
- 16.4 Gratuities shall be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship in accordance with the Property Relationships Act.
- 16.5 The calculation of a gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
- 16.6 For the purposes of calculating the amount of gratuity which the DHB may pay, the rate of pay on retirement shall be the base rate of salary or wages.
- 16.7 An employee who is granted leave without pay and who remains in the service of the District Health Board will, on retirement, have such leave aggregated with other service for gratuity purposes.
- 16.8 A full gratuity may also be granted to those employees who have had not less than 10 years' service and who are resigning for reasons of ill health or incapacity.

SCALE OF MAXIMUM GRATUITIES	
Period of Total Service	Maximum Gratuity
Not less than 10 years and less than 11 years	22 days pay
Not less than 11 years and less than 12 years	25 days pay
Not less than 12 years and less than 13 years	28 days pay
Not less than 13 years and less than 14 years	31 days pay
Not less than 14 years and less than 15 years	34 days pay
Not less than 15 years and less than 16 years	36 days pay
Not less than 16 years and less than 17 years	39 days pay
Not less than 17 years and less than 18 years	42 days pay
Not less than 18 years and less than 19 years	45 days pay
Not less than 19 years and less than 20 years	48 days pay
Not less than 20 years and less than 21 years	51 days pay
Not less than 21 years and less than 22 years	54 days pay
Not less than 22 years and less than 23 years	56 days pay
Not less than 23 years and less than 24 years	59 days pay
Not less than 24 years and less than 25 years	62 days pay
Not less than 25 years and less than 26 years	66 days pay
Not less than 26 years and less than 27 years	70 days pay
Not less than 27 years and less than 28 years	74 days pay
Not less than 28 years and less than 29 years	79 days pay
Not less than 29 years and less than 30 years	83 days pay
Not less than 30 years and less than 31 years	88 days pay
Not less than 31 years and less than 32 years	92 days pay
Not less than 32 years and less than 33 years	96 days pay
Not less than 33 years and less than 34 years	101 days pay
Not less than 34 years and less than 35 years	105 days pay
Not less than 35 years and less than 36 years	109 days pay
Not less than 36 years and less than 37 years	114 days pay
Not less than 37 years and less than 38 years	118 days pay
Not less than 38 years and less than 39 years	122 days pay
Not less than 39 years and less than 40 years	126 days pay
Not less than 40 years	131 days pay

Note: These are working days.

Northern Districts DHB's:

RETIRING GRATUITIES

- (1) Note: This clause shall not apply to employees whose current employment commenced after 23 November 1992.
- (2) The employer may at his/her sole discretion pay a retiring gratuity to staff retiring from the Company who have had not less than 10 years' service with the employing Company, with that Company and one or more other boards and with one or more of the following services: the Public Service, the Post Office, New Zealand Railways or any university in New Zealand.
- (3) For the purposes of establishing eligibility for a gratuity, total Company service may be aggregated, whether this be part-time or whole-time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.
- (4) Where part-time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.
- (5) Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.
- (6) The employer at his/her sole discretion may also grant half the normal entitlement to those employees resigning after not less than 10 years service to take up other employment.
- (7) The calculation of a gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
- (8) For the purposes of calculating the amount of gratuity which a board may pay the rate of pay on retirement shall be the basic ordinary (T1) rates of salary or wages.
- (9) An employee who is granted leave without pay and who remains in the service of the board, will, on retirement, have such leave aggregated with other service for gratuity purposes.

SCALE OF MAXIMUM GRATUITIES:

Period of Total Service	Maximum Gratuity
Not less than 10 yrs and less than 11 yrs	31 days' pay
Not less than 11 yrs and less than 12 yrs	35 days' pay
Not less than 12 yrs and less than 13 yrs	39 days' pay
Not less than 13 yrs and less than 14 yrs	43 days' pay
Not less than 14 yrs and less than 15 yrs	47 days' pay
Not less than 15 yrs and less than 16 yrs	51 days' pay
Not less than 16 yrs and less than 17 yrs	55 days' pay
Not less than 17 yrs and less than 18 yrs	59 days' pay
Not less than 18 yrs and less than 19 yrs	63 days' pay
Not less than 19 yrs and less than 20 yrs	67 days' pay
Not less than 20 yrs and less than 21 yrs	71 days' pay
Not less than 21 yrs and less than 22 yrs	75 days' pay
Not less than 22 yrs and less than 23 yrs	79 days' pay
Not less than 23 yrs and less than 24 yrs	83 days' pay
Not less than 24 yrs and less than 25 yrs	87 days' pay
Not less than 25 yrs and less than 26 yrs	92 days' pay
Not less than 26 yrs and less than 27 yrs	98 days' pay
Not less than 27 yrs and less than 28 yrs	104 days' pay
Not less than 28 yrs and less than 29 yrs	110 days' pay
Not less than 29 yrs and less than 30 yrs	116 days' pay
Not less than 30 yrs and less than 31 yrs	123 days' pay
Not less than 31 yrs and less than 32 yrs	129 days' pay
Not less than 32 yrs and less than 33 yrs	135 days' pay
Not less than 33 yrs and less than 34 yrs	141 days' pay
Not less than 34 yrs and less than 35 yrs	147 days' pay
Not less than 35 yrs and less than 36 yrs	153 days' pay
Not less than 36 yrs and less than 37 yrs	159 days' pay
Not less than 37 yrs and less than 38 yrs	165 days' pay
Not less than 38 yrs and less than 39 yrs	171 days' pay
Not less than 39 yrs and less than 40 yrs	177 days' pay
Not less than 40 years	183 days' pay

NOTE: These are consecutive rather than working days.

Waikato DHB

RETIRING GRATUITIES

NOTE: This clause shall not apply to employees employed after 30 June 1992.

1. The employer may pay a retiring gratuity to staff retiring from the organisation who have had not less than 10 years' service with the employer, with the employer and one or more other District Health Board or its predecessors and with one or more of the following services: the Public Service, the Post Office, New Zealand Railways or any university in New Zealand.
2. For the purposes of establishing eligibility for a gratuity, total organisational service may be aggregated, whether this be part-time or whole-time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.

3. Where part-time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.
4. Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.
5. The calculation of a gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
6. For the purposes of calculating the amount of gratuity which the employer may pay the rate of pay on retirement shall be the basic rates of salary or wages that is consolidated components of salaries which are inclusive of penal payments shall not be paid i.e. caseload midwives, refer to Variation.
7. An employee who is granted leave without pay and who remains in the service of the employer, will, on retirement, have such leave aggregated with other service for gratuity purposes.

Scale of Maximum Gratuities

Period of Total Service	Maximum Gratuity
Not less than 10 years and less than 11 years	31 days' pay
Not less than 11 years and less than 12 years	35 days' pay
Not less than 12 years and less than 13 years	39 days' pay
Not less than 13 years and less than 14 years	43 days' pay
Not less than 14 years and less than 15 years	47 days' pay
Not less than 15 years and less than 16 years	51 days' pay
Not less than 16 years and less than 17 years	55 days' pay
Not less than 17 years and less than 18 years	59 days' pay
Not less than 18 years and less than 19 years	63 days' pay
Not less than 19 years and less than 20 years	67 days' pay
Not less than 20 years and less than 21 years	71 days' pay
Not less than 21 years and less than 22 years	75 days' pay
Not less than 22 years and less than 23 years	79 days' pay
Not less than 23 years and less than 24 years	83 days' pay
Not less than 24 years and less than 25 years	87 days' pay
Not less than 25 years and less than 26 years	92 days' pay
Not less than 26 years and less than 27 years	98 days' pay
Not less than 27 years and less than 28 years	104 days' pay
Not less than 28 years and less than 29 years	110 days' pay
Not less than 29 years and less than 30 years	116 days' pay

Waikato DHB (continued)

Not less than 30 years and less than 31 years	123 days' pay
Not less than 31 years and less than 32 years	129 days' pay
Not less than 32 years and less than 33 years	135 days' pay
Not less than 33 years and less than 34 years	141 days' pay
Not less than 34 years and less than 35 years	147 days' pay
Not less than 35 years and less than 36 years	153 days' pay
Not less than 36 years and less than 37 years	159 days' pay
Not less than 37 years and less than 38 years	165 days' pay
Not less than 38 years and less than 39 years	171 days' pay
Not less than 39 years and less than 40 years	177 days' pay
Not less than 40 years	183 days' pay

NOTE: These are consecutive rather than working days.

Bay of Plenty DHB

Gratuities (Tauranga Hospital)

The gratuities payment was Grandparented for Tauranga Hospital, but would only be paid in respect to redundancy for staff with current continuous service commenced before 23 November 1992, as per schedule E of the Bay of Plenty District Health Board Nurses, Midwives & Healthcare Assistant's Agreement effective 01 July 2001 - 30 June 2002.

Ex gratia payment

A retirement gratuity (in the form of an ex gratia payment), may be payable, at the sole discretion of the CEO, for those staff with current continuous service who commenced before 23 November 1992 as per schedule E of the Bay of Plenty District Health Board Nurses, Midwives & Healthcare Assistant's Agreement effective 01 July 2001 30 June 2002.

Tairāwhiti DHB

RETIRING GRATUITIES

1. The employer may pay a gratuity to staff retiring, who have had not less than 10 years' qualifying service as provided for in Clause 18 and clause 46.10 in the Tairāwhiti DHB previous collective agreement..
2. For the purposes of establishing eligibility for a gratuity, total service may be aggregated, whether this be part-time or whole time, or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility.
3. Where part-time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.
4. Gratuities may be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage agreement has been made or who is in a de facto relationship.

5. The calculation of gratuity entitlement shall be in accordance with the scale detailed below, provided that the amount of any gratuity previously received in respect of service taken into account in the calculation shall be deducted.
6. For the purposes of calculating the amount of gratuity the rate of pay on retirement shall be the basic rate of wage until 1 January 1997 (refer Clause 46.11 in the Tairawhiti DHB previous collective agreement).
7. An employee who is granted leave without pay and who remains in the employer's service, will, on retirement, have such leave aggregated with other service for gratuity purposes.

8. **Scale of Maximum Gratuities**

<u>Period of Total Service</u>	<u>Maximum Gratuity</u>
Not less than 10 years and less than 11 years	31 days' pay
Not less than 11 years and less than 12 years	35 days' pay
Not less than 12 years and less than 13 years	39 days' pay
Not less than 13 years and less than 14 years	43 days' pay
Not less than 14 years and less than 15 years	47 days' pay
Not less than 15 years and less than 16 years	51 days' pay
Not less than 16 years and less than 17 years	55 days' pay
Not less than 17 years and less than 18 years	59 days' pay
Not less than 18 years and less than 19 years	63 days' pay
Not less than 19 years and less than 20 years	67 days' pay
Not less than 20 years and less than 21 years	71 days' pay
Not less than 21 years and less than 22 years	75 days' pay
Not less than 22 years and less than 23 years	79 days' pay
Not less than 23 years and less than 24 years	83 days' pay
Not less than 24 years and less than 25 years	87 days' pay
Not less than 25 years and less than 26 years	92 days' pay
Not less than 26 years and less than 27 years	98 days' pay
Not less than 27 years and less than 28 years	104 days' pay
Not less than 28 years and less than 29 years	110 days' pay
Not less than 29 years and less than 30 years	116 days' pay
Not less than 30 years and less than 31 years	123 days' pay
Not less than 31 years and less than 32 years	129 days' pay
Not less than 32 years and less than 33 years	135 days' pay
Not less than 33 years and less than 34 years	141 days' pay
Not less than 34 years and less than 35 years	147 days' pay
Not less than 35 years and less than 36 years	153 days' pay
Not less than 36 years and less than 37 years	159 days' pay
Not less than 37 years and less than 38 years	165 days' pay
Not less than 38 years and less than 39 years	171 days' pay
Not less than 39 years and less than 40 years	177 days' pay
Not less than 40 years	183 days' pay

NOTE: These are consecutive rather than working days.

11. Employees employed after 30 June 1994 shall only have service with Tairawhiti District Health recognised for the purposes of this clause.
12. As of 1 January 1997 the calculation for the gratuity will be made at the wage rate payable to the individual employee and shall not be adjusted by any subsequent wage increase. Employees employed after 1 January 1997 shall not be eligible to retiring gratuities.

Northland DHB

RETIRING GRATUITIES

- a. Employees retiring who have no less than 10 years service with the employer and are no less than 55 years of age may be paid a Retirement Gratuity within the scale given in Fourth Schedule.
- b. The provisions of this clause will also apply where early retirement is taken by an employee as an alternative to redundancy.

FOURTH SCHEDULE - RETIREMENT GRATUITIES

**SCALE OF MAXIMUM GRATUITIES:
SERVICE (years)**

GRATUITY (consecutive days)

Not less than 10	less than 11	31
11	12	35
12	13	39
13	14	43
14	15	47
15	16	51
16	17	55
17	18	59
18	19	63
19	20	67
20	21	71

NORTHLAND DISTRICT HEALTH BOARD (continued)

21	22	75
22	23	79
23	24	83
24	25	87
25	26	92
26	27	98
27	28	104
28	29	110
29	30	116
30	31	123
31	32	129
32	33	135
33	34	141
34	35	147
35	36	153
36	37	159
37	38	165
38	39	171
39	40	177
40 plus		183

Lower North Island DHB's:

1.0 RETIREMENT GRATUITIES

Retirement Gratuity entitlements applicable at each DHB are as set out below. (This clause does not apply to Hawke's Bay or Taranaki, which previously made compensatory payments to their employees when this provision was bought out.)

Gratuity payments are calculated using the scale set out at the end of this clause.

Except for Hutt Valley, retirement for the purposes of this clause is the permanent cessation of regular paid employment.

Except for Hutt Valley, an employee may retire:

- (a) Voluntarily;
- (b) On medical grounds (requires a medical certificate from a doctor acceptable to the DHB);
- (c) By agreement between the DHB and the employee.

Wairarapa DHB:

Retirement gratuities were frozen as of 28 March 1993.

These entitlements are applicable to all eligible staff employed before 28 March 1993.

Hutt Valley DHB:

- (a) Retiring Gratuity entitlements are applicable as per the scale for employees who have not less than 10 years' service as at 12 October 1992 and who are eligible to retire.
- (b) From 10 October 1993 no further service shall accrue for the calculation of retiring gratuities.
- (c) Where part-time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.

Whanganui DHB:

The criteria for the payment of Retiring Gratuities is set out in clause 39 (and outlined below) of the 1993 Nurses and Midwives CEC;

Clause 39.0 of the CEC dated 18 December 1993:

- 39.1 Employees who have between 10 and 15 years service as at 18 December 1993 shall earn and be paid 50% of the maximum retiring gratuity.
- 39.2 Employees who have more than 15 years service as at 18 December 1993 shall earn and be paid a retiring gratuity in accordance with the scale of maximum gratuities.
- 39.3 Employees who have less than 10 years service as at 18 December 1993 or who are employed after that date, shall not receive or earn any retirement gratuity.
- 39.4 For the purposes of establishing eligibility for a gratuity, total service may be aggregated, whether this be part-time or full-time, or a combination of both at different periods. Part-time service is not to be converted to its full-time equivalent for the purposes of establishing eligibility.

- 39.5 Where part-time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.
- 39.6 Gratuities shall be paid to the spouse or if not surviving spouse, the dependent child(ren) of employees who died before retirement or who died after retirement but before receiving a gratuity. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.
- 39.7 The Chief Executive Officer may also grant half of their retirement gratuity entitlement to those employees resigning after not less than 10 years service as a result of ill health which prevents them from continuing in their position.
- 39.8 The amount of any gratuity previously received in respect of service taken into account in the calculation, shall be deducted.
- 39.9 For the purposes of calculating the amount of gratuity which Whanganui DHB should pay, the rate of pay on retirement shall be the basic rates of salary or wages.
- 39.10 An employee who is granted leave without pay and who remains in the service of Whanganui DHB, will, on retirement, have such leave aggregated with other service for gratuity purpose.

“Service” means current continuous service with Whanganui District Health Board and its immediate predecessors, that is the Good Health Whanganui, Manawatu-Wanganui Area Health Board, the Wanganui Area Health Board and the Wanganui Hospital Board, but may be broken up by periods of up to three months. Any break in service of longer than three months shall debar an employee from counting the service prior to that break towards any service related entitlements in this agreement.

- (a) Any employee employed after 15 December 1993 will have service recognised as defined above.
- (b) Any employee employed on or before 15 December 1993 will have service recognised, according to the Nurses’ & Midwives’ Collective Employment Contract signed on 23 December 1993.

MidCentral DHB:

Retirement Allowance

The Chief Executive Officer shall pay a retiring allowance to employees who, on the 15 December 1993, had no less than ten years' continuous service with the Health Service and were an employee of MCH on that date.

- (a) Having established eligibility for an allowance by meeting the above requirements, any further service for that employee shall be as defined in the definitions.
- (b) Employees who had more than ten but less than fifteen years service on 15 December 1993 will be paid 50% of the relevant retiring allowance when they retire.
- (c) Employees who had more than 15 years service on 15 December 1993 will be paid a retiring allowance in accordance with the scale of retiring allowances, when they retire.
- (d) Employees who had less than 10 years continuous service on 15 December 1993, or who were employed after that date shall not receive any retirement allowance.
- (e) Where part-time service is involved the allowance shall be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for allowance purposes.
- (f) An employee who is granted leave without pay and who remains in the service of MCH, will, on retirement, have such leave aggregated with other service for allowance purposes.
- (g) Allowances shall be paid to the spouse or if no surviving spouse, the dependent child(ren) or the estate of employees who died before retirement or who died after retirement but before receiving a allowance. Spouse is defined as a person with whom a marriage contract has been made or who is in a de facto relationship.
- (h) For the purposes of calculating the amount of allowance which MCH may pay, the rate of pay on retirement shall be the basic rates of salary or wages.

Discretionary Retiring Gratuity

The Chief Executive Officer may grant half of the appropriate retirement scale of allowances to those employees who have not less than 10 years' continuous service and must resign because of ill health.

Service Definition for Retirement Allowances

- (a) Service means all service, whether in full-time, part-time or casual employment, with MCH. Provided that they were employees of MCH as at 15 December 1993 and have a service entitlement recognised under a previous collective employment contract (or award) they shall retain such entitlement until that employee ceases to be an employee of MCH.
- (b) Continuous means current continuous service with MCH which may be broken up by periods of up to three months. Any break in service of longer than three months shall debar an employee from counting the service prior to that break towards any continuous service entitlement. Provided that employees of MCH as at 15 December 1993 who have a continuous service entitlement recognised under a previous collective employment contract (or award) shall retain such entitlement until that employee ceases to be an employee of MCH.

Capital & Coast DHB:

Retirement Gratuities

- (a) If the employee has ten or more years service the retirement gratuity set out in 9.1 shall be paid.
- (b) The employer shall pay a retiring gratuity to employees retiring who have had not less than ten years' service recognised as at 12 October 1992.
- (c) For the purposes of establishing eligibility for a gratuity, total service may be aggregated whether this be part-time or whole-time or a combination of both at different periods. Part-time service is not to be converted to its whole-time equivalent for the purpose of establishing eligibility. Where part-time service is involved the gratuity should be calculated to reflect this.
- (d) Where part-time service is involved the gratuity should be calculated to reflect this. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.
- (e) Gratuities shall be paid to the estate of employees who die before retirement or who dies after retirement but before receiving a gratuity.
- (f) For the purposes of calculating the amount of gratuity which the employer shall pay, the rate of pay on retirement shall be the ordinary rate of pay only.
- (g) From 10 October 1993 no further service shall accrue regarding the payment of retiring gratuities.

1.1 Retirement Gratuity Scale

Period of Total Service

Maximum Gratuity

Not less than 10 years and less than 11 years	31 days' pay
Not less than 11 years and less than 12 years	35 days' pay
Not less than 12 years and less than 13 years	39 days' pay
Not less than 13 years and less than 14 years	43 days' pay
Not less than 14 years and less than 15 years	47 days' pay
Not less than 15 years and less than 16 years	51 days' pay
Not less than 16 years and less than 17 years	55 days' pay
Not less than 17 years and less than 18 years	59 days' pay
Not less than 18 years and less than 19 years	63 days' pay
Not less than 19 years and less than 20 years	67 days' pay
Not less than 20 years and less than 21 years	71 days' pay
Not less than 21 years and less than 22 years	75 days' pay

Not less than 22 years and less than 23 years	79 days' pay
Not less than 23 years and less than 24 years	83 days' pay
Not less than 24 years and less than 25 years	87 days' pay
Not less than 25 years and less than 26 years	92 days' pay
Not less than 26 years and less than 27 years	98 days' pay
Not less than 27 years and less than 28 years	104 days' pay
Not less than 28 years and less than 29 years	110 days' pay
Not less than 29 years and less than 30 years	116 days' pay
Not less than 30 years and less than 31 years	123 days' pay
Not less than 31 years and less than 32 years	129 days' pay
Not less than 32 years and less than 33 years	135 days' pay
Not less than 33 years and less than 34 years	141 days' pay
Not less than 34 years and less than 35 years	147 days' pay
Not less than 35 years and less than 36 years	153 days' pay
Not less than 36 years and less than 37 years	159 days' pay
Not less than 37 years and less than 38 years	165 days' pay
Not less than 38 years and less than 39 years	171 days' pay
Not less than 39 years and less than 40 years	177 days' pay
Not less than 40 years	183 days' pay

NOTE: These are consecutive rather than working days.

South Island DHB's excluding Canterbury:

45.0 RETIRING GRATUITIES

45.1 The following applies only to employees employed by the relevant DHB below, who have remained continuously employed by that DHB:

South Canterbury DHB	employed prior to 30 October 1992
Nelson Marlborough DHB	employed prior to 1 February 1999
Otago DHB	employed prior to 1 July 1995
Southland DHB	employed prior to 1 July 1997
West Coast DHB	employed prior to 1 July 1997

45.2 The employer may pay a retiring gratuity to employees permanently retiring from the workforce who have had no less than 10 years' current continuous service with the same employer. The status quo criteria used by each individual employer, in determining whether an employee is granted a gratuity as at 17 December 2001 will continue to be used.

45.3 For the purposes of establishing eligibility for a gratuity, total service as above may be aggregated, whether this be part time or whole time, or a combination of both at different periods.

45.4 Where part-time service is involved the gratuity should be calculated to reflect this fact. The number of hours per week employed during the years of service is calculated as a percentage of the number of hours represented by a full week and this percentage is applied to the rate of pay established for gratuity purposes.

45.5 The calculation shall be based on the base rate of salary or wages.

45.6 The gratuity is based on the following scale

<u>Current continuous service</u>	<u>Maximum Gratuity</u>
Not less than 10 years	31 days
Not less than 11 years	Additional 4 days for each full

and up to 26 years
Not less than 26 years
and up to 40 years

year of service in excess of 10 years
Additional 6 days for each full year
of service in excess of 25 years, to a maximum of
40 years.

Note: These are consecutive rather than working days.

Canterbury Nurses' CA:

Nil.

Canterbury Charge Nurses' CA:

Nil.

Canterbury MUCA:

Nil.

Canterbury Mental Health and Older Persons Health Divisions Coordinators CA:

Nil.

Signed this day of 2015		
AUTHORISED Representative of the UNION PARTY		
Bernard McIlhone MERAS General Manager		

AUTHORISED Representatives of the EMPLOYER PARTIES:

Nick Chamberlain Chief Executive Northland District Health Board		Dale Bramley Chief Executive Waitemata District Health Board
Ailsa Claire Chief Executive Auckland District Health Board		Geraint Martin Chief Executive Counties Manukau District Health Board
Nigel Murray Chief Executive Waikato District Health Board		Phil Cammish Chief Executive Bay of Plenty District Health Board
Ron Dunham Chief Executive Lakes District Health Board		Tony Foulkes Chief Executive Taranaki District Health Board

Jim Green Chief Executive Tairāwhiti District Health Board		Kevin Snee Chief Executive Hawkes Bay District Health Board
Julie Patterson Chief Executive Whanganui District Health Board		Kathryn Cook Chief Executive MidCentral District Health Board
Debbie Chin Chief Executive Capital & Coast District Health Board		Warrick Frater Acting Chief Executive Hutt Valley District Health Board
Craig Climo Acting Chief Executive Wairarapa District Health Board		Chris Fleming Chief Executive Nelson-Marlborough District Health Board
David Meates Chief Executive Canterbury & West Coast District Health Board		
Nigel Trainor Chief Executive South Canterbury		Carole Heatley Chief Executive Southern District Health Board