



Waitaki District Health Services Ltd

and

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

COLLECTIVE AGREEMENT

1st August 2017- 31st July 2019

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1.0 Parties

1.1 The parties to this agreement are:

(The “Employer” or “Waitaki District health Services Ltd”)

AND

Midwifery Employee Representation & Advisory Service (MERAS)
(union)

Intent of this Agreement

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

The parties agree that they will:

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

1.2 Term of this agreement

The term of this agreement will be a 2 year term from: 1st August 2017 to 31st July 2019

2.0 Coverage and Application

- 2.1 This Collective agreement is made under the Employment Relations Act 2000 and shall cover those Employees employed by Waitaki District Health services Ltd as midwives who are or become members of MERAS
- 2.2 Impact on Individual Employment Agreements: Where an employee on an individual employment agreement elects to be bound by this CEA, their previous terms and conditions of employment shall no longer apply unless otherwise agreed in writing between that employee and the employer.

- 2.3 Savings: Nothing in this CEA shall operate as to reduce the ordinary (T1) salary rate applying to any employee at the date of this CEA coming into force unless specifically agreed between the parties during the negotiations.
- 2.4 Non-Waiver Understanding: Failure by either party to enforce any right or obligation with respect to any matter arising in connection with this agreement, shall not constitute a waiver as to that matter, or any other matter, either then or in the future.
- 2.5 New Employees
- a) The parties agree that subject to the provisions of Section 62 of the Employment Relations Act 2000 any employee whose work is covered by the coverage clause of this Agreement (Clause 2.1 above) who is employed by the Employer between the date this Agreement comes into effect and the expiry date, shall inform the employee:
- that this Collective Agreement is in place and they are given a copy of this agreement
 - of information on how to join a union that is party to this Agreement;
 - that from the date of becoming a union member, be entitled to all the benefits and be bound by all the obligations under this Agreement.

3.0 Variation

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

4.0 Definitions

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

‘Caseloading LMC Midwife’ means a midwife who provides continuity of care throughout the antenatal, labour, birth and postnatal period for those women birthing at Waitaki and provides antenatal, postnatal and acute care for those women with clinical factors that require them to birth at Dunedin. Case- loads are expected to be consistent with the NZCOM guidelines. Case-loads will be agreed as described in Appendix A and reviewed annually or at other times as required.

‘Casual employee’ is a non-permanent employee employed on an ‘as and when required’ basis for the sole purpose of replacing an absent staff member who is on leave or is sick, or to cover for unplanned short term increases in workload. The employer gives no guarantee of regular hours, or of on-going employment.

Due to the nature of casual employment, the following clauses, subject to exceptions, shall not apply to a casual employee; clauses in public holidays, annual leave, bereavement leave, jury service, probation period, redundancy and education and training.

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

"Full Time Employees" are those employees whose ordinary hours of work shall be 80 hours

per fortnight.

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

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

5.0 Provisions relating to hours of work

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

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

Rosters will be published not less than 28 days prior to the commencement of the roster, provided that less notice may be given in exceptional circumstances. Rosters posted will show duties for a minimum 28 day period. Changes in rosters, once posted, shall be by mutual agreement and require authorisation from the Clinical Midwife Manager.

Rosters shall be developed and reviewed in line with the rostering policy in place at Waitaki District Health Services Ltd.

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

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

5.1 Safe staffing

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

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

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

5.2 Hours of Work

5.2.1 Case-loading LMC Midwives

- (a) The case-loading LMC midwives are employed ideally for a minimum of 64 hours (0.8FTE) per fortnight. There are no standard hours of work. Case-loading LMC midwives are expected to organise their working hours to ensure provision of a complete 24-hour midwifery service within the limits below.
- (b) 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.
- (c) The hours of work of case-loading LMC midwives should not exceed 160 hours in any four-week period nor 100 hours in any two week period. The case-loading midwives are to organise their roster to allow each midwife four periods of 24 hours off in each two week period with cover provided by other team members. These hours are not be taken as four single days off, unless this is arrangement is requested by the midwife concerned. Midwives may elect to be on-call for births during their time off.
- (d) Case-loading LMC midwives will not be required to work more than 12 consecutive hours, but may choose to do so at their discretion, having regard for professional and/or clinical safety. The employer would not expect that midwives would work more than 16 consecutive hours, or more than 24 hours intermittently without having an eight hour break.
- (e) Case-load LMC midwives shall qualify for the full entitlement of shift leave (5 days) specified in the agreement.

5.2.2 Maternity Unit midwives

- (a) The ordinary working hours of an employee employed full-time shall be 80 per fortnight. In specific instances (ie longer or variable shifts) the ordinary hours for a full-time staff member may be averaged over a roster cycle of greater than one fortnight.
- (b) Midwives will normally work shifts of 8 hours. They may work shifts of no less than 4 hours and up to 12 hours by mutual agreement. Duty hours must be consecutive except for unpaid meal breaks.
- (c) Except by mutual agreement, no employee shall work more than 7 consecutive 8 hour shifts or 3 consecutive 12 hour shifts.
- (d) Midwives working in this role will be eligible for penal rates for applicable hours
- (e) Every midwife shall have two periods of at least 24 hours off duty each week, and except in the case of emergencies or by agreement these shall be consecutive. Where three 12 hour shifts are worked a minimum of three consecutive 24 hour periods of off duty will be provided if possible.
- (f) A minimum break of 9 hours between 8 hour shifts and 11 hours between 12 hour shifts shall be allowed between rostered shifts unless mutually agreed between the employer and the employee.

- (g) Employees may change shifts with one another by mutual agreement and with the prior approval of the Clinical Midwife Manager.
- (h) Where the employer requires employees to attend classes of instruction or examinations as part of their education the time so occupied shall be deemed to form part of their hours of work.
- (i) As a general principle, when additional shifts are required, preference will be given in the first instance to permanent part-time employees.

5.3 Meal Breaks and Rest Periods

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

6.0 Salaries

The pay rates included in this document may be reviewed following any changes to Section 88 payments or the DHB MERAS MECA pay rates

6.1 Case-loading midwives

Case-loading LMC midwives are salaried and penalties and overtime do not apply with the exception of penalties on public holidays.

Level 2 Midwives with 12 months or more experience as a registered midwife	89,299
Level 1 Midwives with less than 12 months midwifery experience. Midwives with less than 12 months experience will remain on this level until they have completed 12 months continuous employment with the hospital	80,369

6.2 Maternity Unit midwives (based on DHB MERAS MECA core midwife pay steps)

Step 5	66,755
Step 4	60,081
Step 3	56,865

Progression: by annual increment through all steps in each scale

6.3 Clinical Midwife Manager (based on DHB MERAS MECA Grade 4)

Step 3	89,350
Step 2	86,321
Step 1	83,292

6.4 Remuneration shall be paid fortnightly by bank transfer to an account nominated by the individual employee.

6.4.1 Remuneration shall be calculated on the basis of a working week commencing and ending at midnight Sunday/ Monday.

6.4.2 The employee consents under the Wages Protection Act 1983 to allow the Employer to make reasonable deductions from the Employee's pay or holiday pay in the event of:

- (a) overpayment by the employer
- (b) any unauthorised absence or default of the employee; or
- (c) misappropriation of money or property by the employee; or
- (d) the employee owing any debt to the employer, including any unauthorised expenditure incurred by the employee on behalf of the employer; or
- (e) agreement between the employer and the employee over specific deduction(s)

6.4.3 The employer shall consult with the employee before making significant deductions.

6.5 Penal rates: maternity unit midwives will eligible for penal hours for the following hours worked:

Penal Rate	Hours applicable	Rate in addition to ordinary rate of pay
Weekend rate	Hours worked after midnight on Friday/ Saturday until midnight Sunday/ Monday	T0.5
Night rate	Hours worked between 2000hrs and until completion of a rostered night duty from midnight Sunday/ Monday to midnight Friday/ Saturday	T0.25
Public Holiday	Those hours worked on a public holiday.	T1

6.5.1 Overtime and weekend/public holiday or night rates shall not be paid in respect of the same hours; the higher rate shall apply.

7.0 On-call provisions

- (a) When an employee is on call, the DHB MECA rates and conditions will apply
- (b) Where a case-loading midwife is on their day off and is required to be third on-call because of unforeseen circumstances or is authorised by the Clinical Midwife Manager to work as third on-call then they will be entitled to an on-call allowance of \$4.00 per hour except on Public Holidays when the rate will be \$6.00

8.0 Overtime (only applies maternity unit midwives)

8.1 Overtime is time worked in excess of:

- (i) the rostered duty or
- (ii) 80 hours per two week period

8.2 Overtime shall be authorised in advance otherwise no overtime payment will be made.

9.0 Annual Leave

- 9.1 Employees shall be entitled to 4 weeks annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause.
- 9.2 4 weeks annual holidays at the end of each completed 12 month period of continuous employment with the employer.
- 9.3 Employees who have completed 5 years continuous service shall be entitled to 5 weeks annual leave at the end of each 12 month period.
- 9.4 Annual leave shall be paid as part of the normal pay cycle unless otherwise arranged by the Hospital
- 9.5 Annual leave shall be planned and taken to fit in with service/ work requirements and midwives need for rest and recreation
- 9.6 If there is no agreement about when annual holidays are to be taken, the hospital may give 14 days notice of when annual holidays will begin
- 9.7 Part-time midwives shall be entitled to annual leave on a pro rata basis.
- 9.8 Casual midwives shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement.
- 9.9 The provisions of the Parental Leave and Employment Protection Act 1987 shall apply in relation to annual leave when an employee takes a period of parental leave or returns to work from parental leave in accordance with Clause 18 of this Agreement.

10.0 Public Holidays

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

- 10.1 The following shall apply to the observance of Waitangi Day, Anzac Day, Christmas Day, Boxing Day, New Years Day or 2 January, where such a day falls on either a Saturday or Sunday:
 - (a) Where an employee is required to work that Saturday or Sunday the holiday shall for that employee, be observed on that Saturday or Sunday and transfer of observance will not occur. The employee is deemed to have been required to work if they were rostered on duty or on-call and actually called in to work. They are not deemed to have been required to work if they were on-call but not called back to work
 - (b) If an employee is rostered on duty on that Saturday or Sunday but does not work, they will be paid the relevant daily pay for the day and transfer of the observance will not occur.

NOTE when the public holiday for the employee is observed on the Saturday or Sunday, the weekday is treated as a normal working day for that employee, subject only to the possible payment of weekend rates.

- (c) Where an employee is not required to work that Saturday or Sunday, observance of the holiday shall be transferred to the following Monday and/ or Tuesday in accordance with the provisions of Sections 45 (1) (b) and (d) of the Holidays Act 2003. For the purposes of this clause an employee is NOT deemed to have been required to work if they were NOT rostered on duty, or on-call, or were on-call but not called back to work.
- 10.2 An employee agrees, where required by the employer to meet the needs of the operation, to work on a public holiday observed on a day that is otherwise a normal working day for the employee.
- 10.3 When an employee works on a public holiday which would otherwise be a working day for the employee, they will be paid at time T0.5 in addition to the ordinary hourly rate for each hour worked and they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
- 10.4 Should Christmas Day, Boxing Day, New Years Day or 2 January fall on a Saturday or Sunday and the employee is required to work (including being on-call and called out) on both the public holiday and the week day to which the observance would have otherwise be transferred, the employee will be paid in accordance with clause 15.3 for time worked on the public holiday and then at weekend rates for the time worked on the corresponding weekday. Only one alternative holiday will be granted in respect of each public holiday.
- 10.5 Should Waitangi Day or Anzac Day fall on a Saturday or Sunday, and an employee is required to work (including being on-call and called out) on both the public holiday and the week day which the observance would have otherwise be transferred, the employee will be paid in accordance with clause 15. 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.
- 10.6 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.
- 10.7 Off duty upon which the employee does not work:
- (a) Full time employees
Where a public holiday and the weekday to which the observance of the public holiday is transferred where applicable, are both rostered days off for an employee, they will be granted one alternative holiday in respect of the public holiday
- (b) Part-time employees
Where a part-time employee's days of work are fixed, the employee shall only be entitled to public holiday provisions if the day would otherwise be a working day for that employee.
Where a part-time employee's days are not fixed, the employee shall be entitled to public holiday provisions if they worked on that day of the week that the public holiday at least 3 out of last 6 weeks, payment will be relevant daily pay.
- 10.8 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.

11.0 Shift Leave

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

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

- (d) Case-loading LMC midwives shall qualify for an entitlement of shift leave being an additional 5 days leave at the end of each completed 12 month period.

12.0 Sick and Domestic Leave

- (a) An employee shall be entitled to ten (10) working days leave (pro rata to no less than 5 working days) for sick or domestic purposes in each 12 month period for use when:
 - The employee is sick or injured
 - The employee's spouse (or partner) is sick or injured
 - A person who depends on the employee for care is sick or injured
- (b) Casual employees will receive sick leave on a pro-rata basis, and will not receive less than 5 days of sick leave within a 12 month period

12.1 This entitlement shall be subject to the following conditions:

- a) Payment for a day of sick leave shall be calculated according to the relevant daily pay as prescribed in the Holidays Act 2003 for the first five days in each 12 month period.

Thereafter they shall be paid at the ordinary rates of pay (T1 rate only) of the day(s) of absence. A medical certificate may be required to support the employee's claim.

- b) The employer may grant sick leave in excess of the employee's entitlement.
- c) The Employee shall ensure notice, by telephone is given to the Employer as soon as practicable on the first day of absence. Notification should not be given by text or email.
- d) For absences of 3 days or more a medical certificate will be required.
- e) Any unused sick leave may be carried over from one year to the next so as to accumulate up to a maximum of 40 days in any given year. Any entitlement remaining unused shall not be payable upon termination of employment.
- f) Where the employer has reasonable grounds to believe that sickness or injury compromises an employee's ability to perform their job, the employer may require the employee to undergo medical examinations with a view to either changing the employee's duties or terminating this agreement. The examinations shall be conducted by suitably qualified practitioners or specialists at the employer's expense.
- g) Employees shall notify the hospital of an intended absence as early as possible before the employee is due to begin work on the day intended to be taken as sick leave. Nevertheless, the hospital will appreciate notification in sufficient time for it to make alternative arrangements.
- h) Sick leave shall be paid at the employee's relevant daily pay.

13.0 Bereavement Leave

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

14.0 Parental Leave

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

15.0 Health and Safety

- 15.1 The employer shall comply with the provisions of the Health and safety Work Act 2015 and subsequent amendments concerning safety, health and welfare matters. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken.
- 15.2 It shall be the responsibility of the employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.
- 15.3 It shall be the responsibility of every employee covered by this agreement to work safely and to report any hazards, accidents or injuries as soon as practicable to their supervisor.
- 15.4 It is a condition of employment that safety equipment and clothing required by the employer is to be worn or used by the employee and that safe working practices must be observed at all times.
- 15.5 Attention is also drawn to the employer's policies and procedures on health and safety.
- 15.6 The employer recognises that to fulfil their function health and safety delegates require adequate training, paid time and facilities.
- 15.7 The parties to this agreement recognise that effective health and safety committees are the appropriate means of providing consultative mechanisms on health and safety issues in the workplace.

16.0 Professional Development

- (a) The employer acknowledges a commitment to supporting the continued safe practice of its employees and to supporting opportunities for the development of knowledge and skills which will benefit the employee, the women she works with and the organisation.
- (b) The employer shall provide paid leave and meet costs for midwives to attend compulsory education requirements as required by NZ Midwifery Council.
- (c) The employer will provide a minimum of 8 hours for midwives to complete elective education per year.
- (d) The employer will pay cost of Midwifery Standards Review for all permanently employed midwives and hours to attend subject to approval
- (e) Paid leave to meet organisational and service requirements shall be granted in addition to the above provisions.
- (f) Professional development leave will be granted at T1 rate and shall not accumulate from one year to the next and does not contribute to any overtime calculation.

- (g) An application form needs to be completed and approved for all education and professional development leave & expenses prior to this being taken. Approval needs to have been granted before the relevant roster period.
- (h) The cost of annual New Zealand College of Midwives fees shall be reimbursed for permanently employed midwives

17.0 Refund of Annual Practising Certificate

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

- (a) It must be a statutory requirement that a current certificate be held for the performance of duties.
- (b) The employee must be engaged in duties for which the holding of a certificate is a requirement.
- (c) Any payment will be offset to the extent that the employee has received a reimbursement from another employer.
- (d) Payment will be for staff employed on a casual contract who have worked a minimum of 800 hours in the previous year.

18.0 Expenses and Incidentals

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

19.0 Long service leave

- (a) An employee is entitled to a one off long service leave of one week upon completion of each 5 year period of continuous service.
- (b) Service leave will be paid for each week of leave on the same basis as annual leave 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) In the event of the death of the midwife who is eligible for service leave but not taken the leave, any monies due will be paid to the deceased estate.

- (d) 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.

20.0 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.

21.0 Leave to attend meetings

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

22.0 Employment Relations education Leave

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

23.0 Union Rights

The following provisions are in accordance with the Employment Relations Act 2000

23.1 Union Right of Entry

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

23.2 Union meetings

The union may hold 2 meetings in each calendar year of two hours duration each with its members provided that:

- The union gives 14 days notice of the date and time of the meeting(s); and
- Satisfactory arrangements are made for maintaining essential services during the meeting(s); and
- Normal work resumes as soon as practicable after the meeting(s); and
- The union provides a list of the members who attended the meeting(s) and the duration of the meeting(s).

The hospital will allow union members to attend the union meetings on ordinary pay to the extent that the employee would otherwise be working during the meeting.

The hospital is entitled to make a rateable deduction from the employees' wages if an employee does not comply with the above or is absent at a union meeting in excess of 4 hours per year.

24.0 Deduction of Union Fees

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

25.0 Co-Operation, Consultation and Management of Change

- a. The parties to this collective agreement recognise they have a mutual interest in ensuring that midwifery services are provided professionally, efficiently and effectively, and that each has a contribution to make in this regard.
- b. Regular consultation between the Employer, its employees and the union is essential on substantive matters of mutual concern and interest. Effective communication between the parties will allow for:
 - a) improved decision making
 - b) greater cooperation between Employer and employees;
 - c) improved understanding of individual and collective responsibilities and accountabilities; and
 - d) a more harmonious, effective, efficient, safe and productive workplace.
- c. Therefore, the parties commit themselves to the establishment of effective and ongoing communications on all employee relations matters.
- d. The Employer accepts that midwife representatives are the recognized channel of communication between the union and the Employer in the workplace.
- e. Prior to the commencement of any significant change to staffing, structure or work practices, the Employer will identify and give reasonable notice to employees who may be affected and to the unions to allow them to participate in the consultative

process so as to allow substantive input.

- f. Reasonable paid time off at ordinary rate shall be allowed for union representatives to attend meetings with management and consult with members to discuss issues concerning management of change and staff surplus
- g. Prior approval of such meetings shall be obtained from the employer and such approval shall not be unreasonably withheld.

26.0 Consultation

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

- 26.1 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.
- 26.2 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.
- 26.3 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome, however the final decision rests with the employer
- 26.4 From time to time directives will be received from government and external bodies or through legislative change. On such occasions, the consultation will be related to the implementation process of these directives.
- 26.5 In considering the period of consultation the parties agree on a period of time for the parties to engage with each other.
- 26.6 The process for consultation shall be as follows:
 - (a) The initiative being consulted about should be presented by the Employer as a “proposal” or “proposed intention or plan” which has not yet been finalised.
 - (b) Sufficient information must be provided by the Employer to enable the party/parties consulted to develop an informed response.
 - (c) Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.

- (d) Genuine consideration must be given by the Employer to the matters raised in the response.
- (e) The final decision shall be the responsibility of the Employer.

27..0 Uniforms

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

28.0 Termination of Employment

- 28.1 The employee/employer 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.
- 28.2 If the hospital restructures as defined by the Employment Relations Act 2000 (that it sells, transfers or contracts out work) the Employment Protection Provisions of the Act shall be implemented
- 28.3 If a position is to be made redundant for any other reason, the hospital shall consult with the union before declaring any position redundant
- 28.4 If a position is made redundant, the affected employee shall receive three months notice of termination of employment, or at the hospital's option payment in lieu of any portion of the notice period not required to be worked.
- 28.5 if an employee is unable to carry out full duties because of accident or ill health for a period of 3 months in any one year, or 6 months over any two year period, the hospital through consultation with the employee and after obtaining relevant medical advice terminate the employment without compensation but on payment of four weeks ordinary pay in lieu of notice.
- 28.6 This shall not prevent the employer from summarily dismissing any employee without notice for serious misconduct or other good cause in accordance with the employers disciplinary procedures and/or rules of conduct.

29.0 Abandonment of Employment

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

30.0 Employee Protection Provision

- 30.1 Where the employer is contracting out, selling or transferring all or part of the business, including the part of the business where the employee is employed, the following provisions will apply:
- 30.2 The employer shall endeavour to consult the employee about any proposal to sell all or part

of the business or to contract out or transfer work before a final decision is made.

- 30.3 If the employer decides to proceed with the proposed restructure, it will negotiate with the new employer with a view to endeavouring to have the new employer offer the employee employment on the same or substantially similar terms and conditions including location, and recognising service as continuous. The employee will be advised of timeframes for such negotiation and/or for the acceptance of any offer of employment and/or of any application process, in a timely manner.
- 30.4 Where the employee is either: not required by the new employer; or chooses not to transfer to the new employer, then the redundancy clause in this employment agreement shall apply.
- 30.5 The provisions contained in this clause shall not apply where the employer is in receivership or in liquidation.

31.0 Confidentiality/ public statements

The employee during and after his employment shall not make use of or disclose confidential information of any kind, including information about patients, without the prior written consent of the hospital. On termination of employment employees shall return any confidential records and information held to the hospital.

32.0 Resolution of Employment Relations Problems

An "employment relationship problem" includes:

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

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

- (a) The employee is entitled to seek representation at any stage during the process. Help with an employment relations problem is available from within the work place (manager) or outside the workplace (Ministry of Business, Innovation and Employment 0800 800 863), or 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.)
- 32.1 A "personal grievance" means a claim that an employee:
- (a) has been unjustifiably dismissed; or

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

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

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

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

33. No Pass On Provision

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

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

Appendix A

Case-loading LMC team service description

Service structure

The caseload per 1.0 FTE midwife will be 40 women per year (pro-rated for part-time midwives). This will equate to an average number of bookings per month of 4 women for a full-time midwife. It is expected that bookings will be reduced or not occur during periods of planned annual leave.

There will be 4 teams made up of 2 midwives working 1.4- 2.0 FTE. The number of teams may increase if bookings increase.

Consideration will be given to a midwife working as a 'relief' midwife, to provide cover the teams for annual leave, sick leave and days off.

Caseload based on FTE

FTE	Average caseload per month	Caseload per year
1.0	4	40
0.9	3-4	36
0.75	3	30
0.5	2	20

Allocation of bookings

- It is recognised that the number of bookings will fluctuate from month to month and midwives may not all book 4 women each month (or caseload based on FTE). There may be some months with 5 bookings and others with 3.
- Bookings for women planning to birth at Oamaru and Dunedin should be allocated evenly between midwives.
- The weekly midwives meeting will provide an opportunity to review bookings received and allocation.
- A spreadsheet will be maintained to show bookings and caseload by midwife for each month. This will be reviewed every 3 months to monitor bookings numbers, trends and to ensure allocation has been equitable.

Bookings exceeding caseload expectations

- If a 3 monthly report shows that midwives have exceeded their expected caseloads for bookings a review of bookings received for the next 3 months should occur. If this signals a continued trend that will exceed current staffing levels the following options should be considered:
 - Do any of the midwives want to increase their hours to accommodate increased bookings
 - Can any of the Dunedin bookings be handed over to LMC midwives who birth at Dunedin and are able to provide the antenatal and postnatal care
 - Recruit a midwife for a short-term contract or permanent position

Working week

- Days off are based on FTE and negotiated with back-up midwife so that one of the team (or the relief midwife) is always available

- Hours worked each day are based how each midwife has planned her working week and the needs of her women. Midwives should not work more than 16 hours continuously in any 24 hour period.

Annual leave and study leave

- Annual leave needs to be planned well in advance.
- For each week of leave booked a midwife should reduce her bookings for that month
- A relief midwife or other provisions should be made to ensure the other team member can still have anticipated days off
- Study leave should be planned within the service ensuring sufficient midwives remain available to provide acute care. Use of a relief midwife can assist here.

Equipment to support the service

- Sufficient cars should be available for midwives when working and on-call. Midwives should be able to take cars home when on-call
- Mobile phones should be provided for midwives to use.

Level of service provided

- Midwives provide antenatal, intrapartum and postnatal care to women birthing at Oamaru as described in Section 88.
- Midwives provide antenatal and postnatal care to women who clinically need to birth at Dunedin. This care is likely to be provided in conjunction with Obstetric guidelines or careplans.
- Referral to Obstetric services and birthing at Dunedin is consistent with Section 88 referral guidelines.
- The case-loading midwives 'on-call' are available to provide emergency or acute midwifery care to any women who seek care or advice at Oamaru maternity unit, emergency department or ward area. This service may also be provided by any midwives employed to work on shift within the maternity unit .

Signed this 30th day of August 2018

AUTHORISED Representative of the UNION PARTY

Caroline Conroy
MERAS

Signed this 30th day of August 2018

AUTHORISED Representatives of the EMPLOYER PARTY

Insert details (name and Position)
Waitaki District Health Services Ltd