



**TE WHATU ORA – HEALTH NZ**  
**and MERAS**

**MIDWIVES COLLECTIVE AGREEMENT**

**Expires 30 April 2025**

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# PART ONE: TE WHATU ORA & MERAS COLLECTIVE AGREEMENT

## 1.0 Parties

1.1 In accordance with the Employment Relations Act 2000 this Collective Agreement is made:

BETWEEN: Te Whatu Ora - Health New Zealand (the “Employer”)

and

Midwifery Representation and Advisory Services (MERAS) (the “Union”)

## 1.2 MERAS and Te Whatu Ora Shared Commitments

Improving the delivery of Te Whatu Ora Midwifery Services through sustainable workforce development is critical to the parties to this Collective Agreement (CA).

MERAS and Te Whatu Ora 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 co-operatively and constructively together to achieve the over-arching goal of maintaining and advancing the 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 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 Health Workforce Plan (which includes Te Whatu Ora, MERAS, 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 work 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) Te Whatu Ora and MERAS acknowledge that they must work co-operatively 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.
- (h) The parties (MERAS and Te Whatu Ora) will where it is appropriate invite NZNO to participate in discussions over midwifery issues during the term of the document.

The parties agree that they will:

- (a) Provide appropriate maternity care to the communities they serve in an efficient and effective manner.
- (b) Be involved in the recruitment and retention of an appropriately trained and educated workforce both now, and in the future.
- (c) Promote the provision of a safe, healthy, and supportive work environment reflecting the unique characteristics of maternity services and the midwifery workforce.
- (d) Recognise the need for a sustainable delivery of high quality health services balanced against the needs of the midwifery workforce.
- (e) Be good employers and employees.
- (f) Ensure Midwifery workforce planning and rostering meets women/birthing people and whānau care needs and maternity care service requirements, whilst providing sufficient education opportunities and a reasonable work/life balance for employed midwives.
- (g) 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.
- (h) Accept accountability for actions.
- (i) 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.
- (j) Work towards enhanced job satisfaction for Midwives and Maternity Care Assistants (MCAs).

## **2.0 Coverage and Application**

This Collective Agreement (CA) is made pursuant to the Employment Relations Act 2000.

This CA shall apply to all employees who are members of MERAS and who are employed as Midwives, Senior Midwives or Maternity Care Assistants by the employer party to this CA.

### **2.1 Exclusions**

Exclusions to the coverage described above are as follows:



- Directors of Midwifery, Chief Midwives, or equivalent positions, which may have different titles
- Associate Directors of Midwifery, Deputy Chief Midwives, or equivalent positions, which may have different titles.

**2.2 Impact on Individual Employment Agreements:** Where an employee on an individual employment agreement becomes bound by this CA, their previous terms and conditions of employment shall no longer apply unless otherwise agreed in writing between that employee 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 CA shall operate as to reduce the ordinary (T1) salary rate applying to any midwife at the date of this CA 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 Employees**

The parties agree that a new employee who is not a member of MERAS and who is covered by the coverage clause of this CA, shall be offered the same terms and conditions as this CA for the first thirty (30) days of employment. The new employee will also be given an active choice form during the first ten (10) days of employment to be returned within the first thirty (30) days and, where practicable, will be introduced to the MERAS workplace representative as part of the employee's induction.

New employees covered by this CA will be informed of the following:

- a. That there is a CA in place and they are given a copy of this;
- b. That they may join MERAS, which is a party to this collective agreement;
- c. How to contact MERAS and that, unless the employee objects in the returned active choice form, the employer will provide certain information about the employee to MERAS;
- d. That they will be bound by the CA, if they join MERAS;
- e. That in any case, they will be offered the terms and conditions of the CA, and will have thirty (30) days to decide if they wish to join the MERAS;
- f. That, after thirty (30) days, if they decide not to join MERAS, their terms and conditions may be renegotiated at that time.



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

#### **4.0 Definitions**

**“Scope of Practice”** as defined by the Midwifery Council of New Zealand

**“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.

**“Caseloading Midwife”** means a registered midwife who provides continuity of care throughout the antenatal, labour, birth, and postnatal period for a number of individual women/birthing people and their whānau.

**“Community Midwife”** means a registered midwife who is appointed to provide care for women/birthing people and their whānau during both the antenatal and postnatal period in a community setting.

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

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

**“Maternity Care Assistant (MCA)”** means an employee who works in a supportive role to the midwifery team and is able to perform tasks relating to the care of women/birthing people, new parents, babies and their whānau. They take a housekeeping role to create an environment that is welcoming and supportive of whānau. They work solely under the direction and supervision of a midwife. The employee needs to be enrolled in a New Zealand Bachelor of Midwifery programme.

**“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/birthing person and the midwifery profession for the professional knowledge and skills they provide and is responsible for their own actions.

**“Casual employee”** means an employee 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 an employee, 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 Te Whatu Ora – Health New Zealand

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

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

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

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

**“Current Continuous Service”** means service with the employer and its predecessors (previously known as District Health Boards (DHBs), 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 DHBs and service shall not be deemed to be broken by an absence of less than three (3) months.

Where the employee remains engaged in midwifery-related work or study whilst absent, the period of three (3) months shall extend to twelve (12) 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 (2) or more employees or two (2) or more successive sets or groups of employees working successive periods.

**“Fixed Term Employee”** means an employee who is employed for a specified limited term for a specified project, situation, or event, or, for example, to replace an employee on parental leave or long-term accident or sickness. There is no expectation of ongoing employment. Fixed term 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 (2) 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 employees and the shifts they are required to work over a period of time.

### **5.0 Variation of this CA**

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

### **6.0 Term**

The Agreement shall be deemed to have come into force at the conclusion of the bargaining fee ballot in accordance with s.69Q(2) of the Employment Relations Act 2000 and shall continue in force until 30 April 2025.

### **7.0 Responsibilities**

Each midwife shall undertake the work required in their 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.

Maternity care assistants shall undertake work required in accordance with their nationally agreed position description. Any amendment to this position description needs to occur in discussion with MERAS, and representatives from the employer’s Midwifery Leaders Group.



## **PART TWO: PROVISIONS RELATING TO HOURS OF WORK**

### **8.0 Core Midwives, Senior Midwives, and Maternity Care Assistants**

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

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

Rosters will be published not less than twenty-eight (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. For further information on rostering refer to the relevant rostering policy at each hospital and the MERAS Roster Principles Appendix B.

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 employees identify that alterations in employees' hours may be beneficial, the hours of work provisions may be varied by agreement between the employees affected, the union and the employer. In reaching such an agreement the employer and employees 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 employees 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**

The parties accept that implementation and evaluation of the effectiveness of CCDM in maternity services is primarily the responsibility of Te Whatu Ora, in partnership with the midwifery workforce and their respective unions.

The parties agree that:

- CCDM and acuity-based tools are the preferred workforce tools to provide a validated methodology to generate rosters to match care hours required
- They will work together with the Safe Staffing Healthy Workplace (SSHW) Unit Governance Group to progress consistent implementation of CCDM across all Te Whatu Ora maternity services
- Where CCDM changes affect the delivery of maternity care, advice will be sought from the SSHW Maternity Advisory Group



- The Maternity Advisory Group is a representation of key stakeholders with advisory responsibilities to ensure the consistent implementation of CCDM and acuity tools across maternity services
- Minimum midwifery staffing levels must be identified during the staffing methodology process for all maternity clinical areas participating in CCDM
- To support safe maternal and neonatal outcomes there should be a recognised designated senior midwifery role in all secondary and tertiary birthing suites 24/7

At the local level, 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 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. 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 or midwives
- The midwife or midwives will not be required to take additional workload until strategies have been implemented to address the immediate workload issues (e.g., the redeployment of staff or patients), notwithstanding any immediate duty-of-care requirements

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

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

All incidents shall be reported and investigated, and a 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 employees, except Caseloading Midwives, whose hours of work are described in clause 9.0.

- a. The ordinary working hours of an employee employed full-time shall be eighty (80) per fortnight. In specific instances (i.e., shifts of longer or variable lengths)



the ordinary hours for a full-time employee may be averaged over a roster cycle of greater than one (1) fortnight.

- b. Employees will normally work eight (8) hours a day/shift in duration, except that by mutual agreement between the employer and the employee, shifts of no less than four (4) hours and up to twelve (12) hours may be worked. Duty hours must be consecutive except for unpaid meal breaks.
- c. Except in an emergency, no employee shall work more than seven (7) consecutive eight (8) hour duties. Except in an emergency no employee working ten (10) hours per rostered shift shall work more than five (5) consecutive shifts. No employee working twelve (12) hours per rostered shift shall work more than four (4) consecutive shifts.
- d. d. Every employee shall have two (2) periods of at least twenty-four (24) hours off duty each week, and except in the case of emergencies or by agreement, these shall be consecutive. Whenever three (3) consecutive twelve (12) hours shifts are worked, a minimum of three (3) consecutive twenty-four (24) hour periods off duty will be provided if possible. If four (4) consecutive twelve (12) hour shifts or five (5) consecutive ten (10) hour shifts are worked, a minimum of three (3) consecutive twenty-four (24) hour periods shall be granted.

**Note:** These off-duty periods may fall separately no more than once every four (4) weeks at the request of the employee, 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 (12) continuous hours should be provided wherever possible between any two (2) periods of a full shift or more.
- b. Periods of a full shift or more include:
  - Periods of normal rostered work; and/or
  - Periods of overtime that are continuous with a period of normal rostered work; and/or
  - Full shifts of overtime/call back duty.
- c. The requirement in clause 8.3(a) to provide a break wherever possible applies whether or not any penalty payment will apply under the provisions of this clause.



### Penalties related to Minimum Breaks

- d. Where the roster provides for eight (8) or ten (10) hour duties, the roster will provide for the employee to have a break of not less than nine (9) consecutive hours between periods of a full shift.
- e. Where the roster provides for twelve (12) hour duties, the roster will provide for the employee to have a break of not less than eleven (11) consecutive hours between periods of a full shift.
- f. Where the applicable minimum rostered break in d. or e. cannot be provided between periods of a full shift, the [later] shift is to be regarded as continuous [with the first shift] until the applicable break in d. or e. is provided, and shall be paid at the appropriate overtime rate, taking into account the time at which it occurs and the amount of overtime (if any) which precedes it.
- g. The penalty payment provisions in f. will not apply:
  - i) Where this would result in a lesser payment to the midwife than would otherwise have been received; or
  - ii) The employee requests a lesser minimum break than that required in d or e (as applicable)
- h. Time spent off duty during ordinary hours in order to obtain the applicable minimum break shall be paid at ordinary time rates. Any absence beyond the minimum number of continuous hours specified in d. or e. (as applicable), if it occurs in ordinary time, shall be treated as a normal absence from duty.
- i. If a call back of less than a full shift is worked between two (2) periods of a full shift or more, a break of nine (9) 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.
- j. Notwithstanding the foregoing conditions, employees 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.
- k. 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.



- l. 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. Note however, this shall not apply to a Maternity Care Assistant when undertaking classes or examinations that form part of the requirements of the New Zealand Bachelor of Midwifery programme.
- m. Where an employee 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 employees will be allowed a period of six (6) 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 (c) below, no employee shall be required to work for more than five (5) 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 an eight (8) or ten (10) hour shift.
- b. In addition, an employee who works twelve (12) hour shift shall be allowed two (2) 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 (8) hours of the shift. Such meal breaks shall be arranged so as to be spaced as near as possible at equal intervals.
- c. An employee 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. This shall include the second meal break in a twelve (12) hour shift where it is unrelieved.
- d. Except where provided for in (c) above, an employee unable to take a meal after five (5) hours duty shall from the expiry of five (5) 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.
- e. Rest breaks of ten (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. The first rest break shall occur before four (4) hours of the shift start, and the second rest break between six (6) and eight (8) hours of the shift start.
- f. 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 employees 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 where the Employer is satisfied that the additional time worked is necessary because of an emergency or other special circumstances.:

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. Overtime is time worked in excess of:
  - i) Eight (8) hours per day or the rostered duty, whichever is greater, or
  - ii) Eighty (80) hours per two (2) week period
- b. Overtime hours are paid at one and one half (1.5) times the ordinary hourly rate for the first three (3) hours and double the ordinary rate (T2) for all hours after this.

Except that overtime hours worked:

- i.* after 2200 hours to the completion of a rostered night shift from midnight Sunday/Monday to midnight Friday/Saturday, or
- ii.* between midnight Friday/Saturday and midnight Sunday/Monday; or
- iii.* on a public holiday

shall be paid at double the ordinary hourly rate (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

- 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 who agree 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 and agrees to be on call during normal off duty hours, shall be paid an on-call allowance of \$8.00 per hour, except on Public Holidays when the rate shall be \$10.00.
- 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 (3) weekly period. The off-duty time excludes days off. If the midwife is fulltime, this is calculated as follows:

$(5 \text{ days} \times 24 \text{ hours}) - 40 \text{ hours worked} \times 40\% = 32 \text{ hours available for call}$

- e. In services where the employer's operational requirements and staffing levels permit, midwives working seven (7) day rosters should not be rostered on call on their rostered days off. The parties accept that this will not always be possible.
- f. A midwife who is required to be on call and report to duty within 20 minutes on average shall have access to an appropriate locator or cell phone.

## 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 (3) 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, Te Whatu Ora 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.

## **9.0 Caseloading 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 caseload midwives and the employer locally (at each District), 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 District requires the continuity of care midwife to assist in providing midwifery care in the unit.
- c. There are no standard hours of work. Caseloading 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 Caseloading midwives should not exceed 160 hours in any four (4) week period nor 100 in any two (2) week period. The Caseloading team is to organise their roster to allow each midwife four (4) periods of twenty-four (24) hours off, in every two (2) week period, with cover provided by an appropriate team member if required. These hours are not to be taken as four (4) 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. Caseloading midwives will not be required to work more than twelve (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 sixteen (16) consecutive hours, or more than twenty-four (24) hours intermittently without having an eight (8) hour break.
- g. Caseloading midwives shall qualify for the full entitlement of shift leave (five (5) days) specified in clause 17.0 of the CA.

## **9.1 Grandparented DHB Specific Provisions**

### **9.1.1 All DHBs**

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

1. Any Caseloading 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 who 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.



## PART THREE: PROVISIONS RELATING TO SALARY AND ALLOWANCES

### 10.0 Salaries

*Registered (Core) Midwives:*

	<b>4-Apr-22</b>	<b>3-Jul-23</b>	<b>1-Apr-24</b>
<b>Step 7</b>	100,862	104,862	108,008
<b>Step 6</b>	97,958	101,958	105,017
<b>Step 5</b>	95,074	99,074	102,046
<b>Step 4</b>	85,568	89,568	92,255
<b>Step 3</b>	80,988	84,988	87,538
<b>Step 2</b>	76,235	80,235	82,642
<b>Step 1</b>	N/A	N/A	N/A

Progression: By annual increment at Anniversary Date 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.

*Maternity Care Assistants:*

	<b>4-Apr-22</b>	<b>3-Jul-23</b>	<b>1-Apr-24</b>
<b>Step 5</b>	64,309	68,309	70,358
<b>Step 4</b>	62,437	66,437	68,437
<b>Step 3</b>	61,330	65,330	67,330
<b>Step 2</b>	57,486	61,486	63,486
<b>Step 1</b>	54,100	58,100	60,100

Progression: By annual increment at Anniversary Date, subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised.

*Community Midwives:*

	<b>4-Apr-22</b>	<b>3-Jul-23</b>	<b>1-Apr-24</b>
<b>Step 8*</b>	108,345	112,345	115,715
<b>Step 7*</b>	103,229	107,229	110,446
<b>Step 6*</b>	100,707	104,707	107,848
<b>Step 5</b>	96,328	100,328	103,338
<b>Step 4</b>	86,696	90,696	93,417
<b>Step 3</b>	82,056	86,056	88,638
<b>Step 2</b>	77,240	81,240	83,677
<b>Step 1</b>	N/A	N/A	N/A

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 (\*).



*Caseload Midwives:*

	<b>4-Apr-22</b>	<b>3-Jul-23</b>	<b>1-Apr-24</b>
<b>Step 2</b>	125,069	129,069	132,941
<b>Step 1</b>	123,052	127,052	130,864

**Note: Penal rates and overtime do not apply with the exception of penal rates on public holidays.**

Progression: By annual increment at anniversary date, subject to satisfactory performance which will be assumed to be the case unless the employee is otherwise advised. Employees will move on their anniversary date. All steps on this scale attract Professional Development allowances as provided for in the CA.

Designated Senior Midwife Salary Scale

*Senior Midwives:*

	<b>4-Apr-22</b>	<b>3-Jul-23</b>	<b>1-Apr-24</b>
<b>Grade 3</b>	Removed	Removed	Removed
	106,810	111,810	115,164
	114,087	119,087	122,660
<b>Grade 4</b>	108,785	113,785	117,199
	112,741	117,741	121,273
	120,199	125,199	128,955
<b>Grade 5</b>	114,718	119,718	123,310
	118,678	123,678	127,388
	126,309	131,309	135,248
<b>Grade 6</b>	119,676	124,676	128,416
	122,633	127,633	131,462
	130,386	135,386	139,448
<b>Grade 7</b>	123,541	128,541	132,397
	127,653	132,653	136,633
	133,041	138,041	142,182
<b>Grade 8</b>	127,830	132,830	136,815
	134,753	139,753	143,946
	141,679	146,679	151,079
	153,060	158,060	162,802

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 employees.
- b. On appointment, the employer may place employees 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;
  - year attained in midwifery education in the case of MCAs or other relevant work and life experience – the employer may credit this service.
- 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. Employees who transfer between Districts and who have continuous service pursuant to the service definition in clause 4.0 and who have been appointed to the same salary step and salary grade shall:
  1. retain the same salary increment date if the break in service is less than three (3) months; or
  2. where the break is between three (3) months and twelve (12) months their salary scale annual increment anniversary date shall be adjusted to such later date as calculated by the equivalent number of days comprising the break provided the employee remains actively engaged on nursing or midwifery-related work or study during the break.

## 10.2 Senior Midwives Job-Scoping Exercise

The Career Pathways for Designated Senior Midwives is attached as Appendix C.

The goal of the job scoping exercise is to define a consistent grading decision for positions of a similar nature across Te Whatu Ora.



Where a District determines a Midwifery role is to be a designated position, the parties will engage in a job-scoping exercise through a process of consultation. In particular:

- a. The District will consult with Designated Senior Midwives and MERAS to ensure the position descriptions used in the job-sizing are current;
- b. The District will consult with MERAS regarding the relative job sizes as described by an agreed gender-neutral job evaluation tool;
- c. The parties will use a mutually agreed process to scope any new Designated Senior Midwifery positions established in Te Whatu Ora, to ensure consistency
- d. Either party has the ability to appeal a job sizing outcome through the mutually agreed process.
- e. If a District has a position that is similar to one that has already been scoped and, after consultation with MERAS, the same grading will apply without the position going through the scoping process

### **11.0 Meal Allowance**

An employee who works a qualifying shift of eight (8) 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 \$10.00 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 midwife's own.
- b. Except as provided for under (c) the higher duties allowance payable shall be \$3.00 per hour, provided a minimum of eight (8) consecutive hours of qualifying service is worked per shift.
- c. Where an employee performs the duties of the higher position for more than three (3) 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, including accommodation, 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. Any change to this rate shall be effective from the first pay period following the date of promulgation by the IRD.

Caseloading Midwives will retain travel reimbursement arrangements that existed prior to this CA until otherwise agreed.

In the event that an employee has an accident while using their own vehicle on Te Whatu Ora business, reimbursement of any insurance shortfall will be made as specified in the employer's 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 District's policy.

### **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  
Matariki  
Labour Day  
Christmas Day  
Boxing Day  
Matariki  
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 weekday 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 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 an alternative holiday 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 an alternative holiday if they worked on the day of the week that the public holiday falls more than 40 % of the time over the last three (3) 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. Employees shall be entitled to four (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 (5) years recognised current continuous service the employee shall be entitled to five (5) weeks annual leave. The five (5) weeks annual leave after five (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. Casual employees and those on some fixed term agreements may be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement, should the employment relationship meet the requirements of section 28 of the Holidays Act.
- d. Conditions
  - i. Annual leave shall be taken to fit in with service/work requirements and an employee's need for rest and recreation.
  - ii. When an employee 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. An employees may anticipate up to one years annual leave entitlement at the discretion of the employer.
  - iv. Employees must be able to take at least two (2) weeks continuous leave at some stage during the year. Annual leave will ideally be planned with leave approved during peak periods trying to ensure all employees get a break.
  - v. Responses to annual leave requests should be provided within a reasonable time of the request being made. Up to a fortnight will generally be regarded as being reasonable. This expectation is subject to local District leave policies relating to leave approval policies for school holidays, and public holidays, including Easter and Christmas/New Year.
- e. The provisions of the Parental Leave and Employment Protection Act 1987 shall apply in relation to annual leave when an employee takes a period of parental leave or returns to work from parental leave in accordance with Clause 20 of this Agreement.

**17.0 Shift Leave**

- a. Employees who work rotating shift patterns or those who work qualifying shifts shall be granted, on completion of twelve (12) months employment on shift work, up to an additional five (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 (2) hours work performed outside the hours of 8.00am – 5.00pm, excluding overtime.

<b>Number of qualifying shifts per annum</b>	<b>Number of days additional leave per annum</b>
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 five (5) days in any leave year.



- c. 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 two (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 (3) days additional leave per annum. Such leave shall be paid at annual leave averages and is not accumulative. 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. In accordance with changes to the Holidays Act 2003 (as amended), on appointment to Te Whatu Ora, employees shall be entitled to ten (10) working days leave for sick or domestic purposes during the first twelve (12) months of employment, and up to an additional ten (10) working days for each subsequent twelve (12) month period. A medical certificate may be required to support the employee's claim for sick leave.
- b. The employee shall be paid for minimum statutory sick leave entitlements as relevant or average daily pay, as prescribed in the Holidays Act 2003. Additional contractual or discretionary sick leave that is taken or approved shall be paid at ordinary daily pay.
- c. In the event an employee has no entitlement left, they are entitled to apply for up to ten (10) days per annum. The employer recognises 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. The first five (5) days of discretionary leave shall be approved on the same basis as leave under clause 18.1.
- d. In considering the next five (5) days discretionary leave the employer shall take into account the following:
- The employee's length of service
  - The employee's attendance record
  - The consequence of not providing the leave
  - Any unusual and/or extenuating circumstances

The parties agree that extenuating circumstances will include instances where an



employee has exhausted their sick leave entitlement as a result of top-ups to earnings related compensation as a result of injury sustained in an assault by a patient in accordance with Clauses 30.2 or 30.3.

- e. Requests should be considered at the closest possible level of delegation to the employee in the quickest time possible. 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. 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.
- g. Where an employee is suffering from a minor illness which could have a detrimental effect on the patients or other staff in the employer's care, the employer may, at its discretion, either:
  - Place the employee on suitable alternative duties; or
  - Direct the employee to take leave on full pay. Such leave shall not be a charge against the employee's sick and domestic leave entitlement.
- h. Employees can accumulate their entitlement up to a maximum of 260 days. Any unused portion of the sick leave entitlement can be carried over from year to year and will be paid at relevant daily rate, in accordance with the Holidays Act (amended) 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 (3) days or less to be taken.
  - Where the period of sick leave is more than three (3) 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 ten (10) working days/shifts or more in a year,



then the employee's situation may be reviewed in line with the employer'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 an employee to discharge any obligation and/or to pay respects to a Tūpāpaku/deceased person with whom the employee 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 an employee 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 employees during pregnancy and on their return to employment following parental leave and is to be read in conjunction with the Parental Leave and Employment Protection Act 1987 (referred to as the Act in this clause 20), provided that where this clause 20 is more favourable to the employee, the provisions of this clause 20 shall prevail. Employees should seek the advice of their manager, Human Resources or MERAS in applying for parental leave. Advice on parental leave is also available from Employment New Zealand. Advice on parental leave payments is available from the Inland Revenue Department.

**20.2** Entitlement and eligibility – Provided that the employee assumes or intends to assume the primary care as defined in the Act, or is the primary carer or partner of a primary carer, the entitlement to parental leave is:

- a. in respect of every child born to them or their partner;
- b. in respect of every child under six (6) years of age, where the employee becomes a primary carer for the child;
- c. where two (2) or more children are born at the same time or where the employee becomes a primary carer for two (2) or more children under six (6) years of age



within a one (1) month period, for the purposes of these provisions the employee's entitlement shall be the same as if there were only one child.

**Note:** Whāngai arrangements are included in situations where the employee becomes a primary carer for a child or two (2) or more children.

### **20.3**

- a. Parental leave of up to twelve (12) months is to be granted to employees with at least one years service at the time of commencing leave.
- b. Parental leave of up to six (6) months is to be granted to employees with less than one years 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.
- c. The maximum period of parental leave may be taken by either the employee exclusively, or it may be shared between the employee and her/his partner either concurrently or consecutively. This applies whether or not one or both partners are employed by the employer. The parental leave may be taken in more than one continuous period, with the start and finish dates of each additional period, and any extension of parental leave past the anniversary date of the commencement of parental leave, to be agreed between the employer and the employee.
- d. Pursuant to Part 3 (A) of the Act, employees who are not entitled to primary carer leave may request a period of negotiated carer leave from their employment. Negotiated carer leave may enable the employee to receive parental leave payments from IRD if the parental leave payment threshold test is met.

**20.4** In cases of adoption of children of under six (6) years of age, parental leave shall be granted in terms of 20.2 and 20.3 above, providing that fourteen (14) days' notice is given before the employee intends to assume the responsibility for the care of the child. Evidence of an approved primary care placement shall be provided to the employer's satisfaction.

**20.5** Employees 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. The provision may be waived where the employee becomes a primary carer for a

child under the age of six (6) or in circumstances outside the control of the employee.

**20.6** The commencement of leave shall be in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.

**20.7** An employee absent on parental leave is required to give at least one month's notice to the employer of her/his intention to return to duty. When returning to work the employee must report to duty not later than the expiry date of such leave.

**NOTE:** It is important that employees 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.

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

**20.9** Job protection –

- a. Subject to 20.10 below, an employee 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:
  1. At the equivalent salary, grading;
  2. At the equivalent weekly hours of duty;
  3. In the same location or other location within reasonable commuting distance; and
  4. Involving responsibilities broadly comparable to those experienced in the previous position.
- b. Where applicable, employees shall continue to be awarded increments when their incremental date falls during absence on parental leave.
- c. Parental leave shall be recognised towards service-based entitlements, i.e.: annual leave and sick leave.

**20.10**

- a. Where possible, the employer must hold the employee's position open or fill it temporarily until the employee's return from parental leave. However, in the event that the employee's position is a "key position", the employer may fill the position on a permanent basis if they meet the requirements set out in the Act.
- b. Where the employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the





basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in 20.9 (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 twelve (12) months until the employee's previous position or a similar position becomes available; or
- ii) an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in 20.10(b)(i) above for up to twelve (12) months; or
- iii) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of 20.10(b)(i) above for up to twelve (12) months:
- iv) provided that, if a different position is accepted and within the period of extended parental leave in terms of 20.10(b)(i), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or
- v) where extended parental leave in terms of 20.10(b)(i) above expires, and no similar position is available for the employee, the employee shall be declared surplus under clause 26 of this contract.

**20.11** If the employee declines the offer of appointment to the same or similar position in terms of sub clause 20.9(a) above, parental leave shall cease.

**20.12** Where, for reasons pertaining to the pregnancy, an employee on medical advice and with the consent of the employer, elects to work reduced hours at any time prior to starting parental leave, 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.

**20.13** Parental leave absence filled by fixed term arrangements: If a position held open for an employee on parental leave is filled by a fixed term arrangement, the employer must inform the employee on the fixed term agreement that the fixed term employment will end on the return of the permanent employee from parental leave.

**20.14** Employees 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 employee or the employer under this clause.

**20.15** 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 fourteen (14) weeks.

Employees who negotiate carer leave under Part 3 (A) of the Act are not eligible for the Parental Leave payment under Clause 20.15 unless they are receiving the parental leave payments from IRD.

These payments 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 (6) weeks immediately prior to commencement of parental leave. An employee who takes a period of paid leave (e.g., annual leave) at the start of their parental leave may elect to start their parental leave payment period on the day after the date on which that period of paid leave ends, even if it is later than the child's arrival or due date.

These payments shall only be made 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 fourteen (14) weeks.

Where 20.3 (c) applies and both partners are employed by the employer, 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. Employees called on for jury service are required to serve. Where the need is urgent, the Employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.
- b. An employee called on for jury service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain the juror's fees (and expenses paid).
- c. Where leave on pay is granted, a certificate is to be given to the employee by the employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to the employer but may retain expenses.
- 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 employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable.
- e. Where an employee is required to be a witness in a matter arising out of their employment, they shall be granted paid leave at the salary rate consistent with their



normal rostered duties. The employee is to pay any fee received to the employer but may retain expenses.

## **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. The employer shall grant paid leave (at ordinary rates) to an employee elected to the NZCOM National Committee or the MERAS National Representative Council. An employee shall be entitled up to four (4) days per annum to attend meetings of the NZCOM National Committee or the MERAS National Representative Council. Approval will be obtained from the employee's manager, taking into consideration service requirements which will not be unreasonably withheld.

## **23.0 Service Leave**

- a. An employee shall be entitled to service leave of one week upon completion of each five (5) year period of current continuous service. Such entitlement may be accrued.
- b. Service Leave will be paid for each week of leave on the same basis as annual leave (clause 16) in accordance with the Holidays Act 2003. This will be based on the employee's 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 Grand-parented provision.
- d. For midwives with a previously Grand-parented 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 Grand-parented 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 employee 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 (3) months taken on any one occasion will not be included in the five (5) year qualifying period, with the exception of Parental Leave.

## **24.0 Family Violence Leave**

The employer is committed to supporting staff who experience family violence, and staff seeking to address their issues with violence as and when occurrence of the violence is raised with the employer.

Employees affected by family violence have rights under the Employment Relations Act 2000, Holidays Act 2003 (relating to Family Violence Leave (ss72A-72)) and the Human Rights Act 1993.

In addition, any staff member experiencing family violence should talk to their manager or Human Resources Department regarding the support available under the employer's Family Violence (or equivalent) policy.

## **25.0 Public Health Emergency**

- 25.1** The following provisions apply where there is a Public Health Emergency (PHE) declared by the Director-General of Health under the relevant legislation. These provisions shall also apply as applicable to civil defence emergencies declared under the relevant legislation.
- 25.2** The parties acknowledge that the public health system will likely be a critical part of the national/regional responses to a PHE.
- 25.3** If required as part of a response, the parties recognise the urgency of any response and the need for flexibility in how services are delivered, and accordingly temporary changes may be made to how work is organised without the need for a formal change management processes specified in the CA. The District will engage in good faith with the union prior to progressing any PHE response.
- 25.4** The principles around any such changes are:
  - a. Where available, services will work with their staff, including MERAS workplace representatives, to develop the most clinically appropriate staffing arrangements to keep patients and staff safe during a PHE.



b. These arrangements could include ways of working that are outside of the standard provisions of the CA hours of work clauses provided that:

**25.5** The rostered ordinary weekly or fortnightly hours of work do not exceed the current maximums without the agreement of the affected employee(s)

- i. No employee shall have their pay reduced while they are working such arrangements
- ii. Additional hours of work beyond those reflected in the salary category shall be remunerated in accordance with the relevant provisions of the CA, and CA penalties for minimum breaks, overtime, penal time etc will continue to operate
- iii. The alternate arrangements shall only continue in force for the period necessary and required by the District's PHE response, following which the pre-PHE status quo will be reinstated
- iv. The union shall be informed of any arrangements operating under this provision.

**25.6** The parties recognise the potentially heightened focus on ensuring staff do not attend work when they themselves (or their dependents) may be unwell, or at a higher risk (e.g., underlying medical condition or pregnancy) during a PHE. To support this, Te Whatu Ora will take a permissive approach to access paid special leave.

**25.7** Where staff are required to stay home when they are well, but required to isolate or quarantine, then they shall receive special leave pay which will not be recorded as sickness.

**25.8** The parties commit to national oversight and engagement on the operation of this clause and other operational matters related to PHE responses, which may include provision of agreed national guidance.



## **PART FIVE: PROVISIONS RELATING TO EDUCATION, TRAINING AND DEVELOPMENT**

- a. The employer acknowledges a commitment to supporting the continued safe practice of its employees to supporting opportunities for the development of knowledge and skills which will benefit the employees, the women/ birthing people they work with and the organisation.
- b. Upon application, the employer will grant professional development leave of up to thirty-two (32) hours per calendar year for fulltime midwives (pro-rated to no less than eight (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. Each District shall commit each financial year (that being 1 July to 30 June) a sum of \$1,000 per MERAS midwife (headcount), accessible by MERAS members who are midwives only, to enable midwives to meet approved professional development requirements. Unused funds will remain available for use for up to a further twelve (12) months following the end of the financial year. This is effective from 1 July 2021.

### **CPD Fund Administration**

- i. The pool shall only be available to members of MERAS.
  - ii. The pool shall be administered by the department in each respective District by the Director of Midwifery or the Midwifery Lead (in line with delegated authority).
  - iii. Management of the pool must:
    - o Ensure continuing professional development is achieved and maintained by midwives, and
    - o Be managed in a fair, transparent, and consistent manner by a CPD Committee comprising management and MERAS workplace representative.
  - iv. The CPD committee shall maintain a standard reporting record that includes:
    - o Full financial records detailing the level and use of expenditure, and
    - o Any declined applications and the reason for declination, and
    - o Any approved funding over and above the CPD pool, and
    - o The reporting record shall be made available to MERAS on request.
  - v. The employee may access the CPD fund to reimburse (on presentation of official receipts) the cost of membership of the NZ College of Midwives, the 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.
- 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 including a minimum of four (4) hours for preparation and attendance at Midwifery Standards Review.



- 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 the employer'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 2015 has been developed in collaboration with MERAS, NZCOM, NZNO, and DHB Midwife Leaders. Districts 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, payable on all hours worked, and shall attract overtime and penal payments.

**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. Districts 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 District will appoint a Midwife QLP Co-ordinator



- b. The QLP will be implemented in a nationally consistent manner
- c. Domains will be transportable across Districts
- d. There will be no quotas or built in barriers to prevent midwives progressing to the appropriate domain. Opportunities will be provided to enable midwives to identify leadership activities.
- 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 Districts and MERAS.

***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.





## **PART SIX: GENERAL PROVISIONS**

### ***26.0 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 – An employee 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.

### ***27.0 Co-operation, Consultation, and Management of Change***

#### **27.1 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 co-operation 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 MERAS 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 employer will identify and give reasonable notice to employees 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 employees to discuss issues concerning management of change and staff surplus.
- g. Prior approval of such meetings shall be obtained from the employer and such approval shall not be unreasonably withheld.

## **27.2 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:
  - i. The initiative being consulted about should be presented by the employer as a “proposal” or “proposed intention or plan” which has not yet been finalised.
  - ii. Sufficient information must be provided by the employer to enable the party/parties consulted to develop an informed response.
  - iii. Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.



- iv. Genuine consideration must be given by the employer to the matters raised in the response.
- v. The final decision shall be the responsibility of the employer.

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

## **28.0 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 employees, or, employees 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 28.4 below shall be considered and decided on a case by case basis in accordance with this clause.

**28.1** Where an employee'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 employee 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 employee 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 employee'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 employee in that business or part of the business either:
  - i. in the same capacity as that in which the employee was employed by the Employer; or
  - ii. in any capacity that the employee is willing to accept.

**28.2** Notification of a staffing surplus shall be advised to the affected employees and their Union at least one month prior to the date of giving notice of severance or enhanced



early retirement to any affected employee. This date may be varied by agreement between the parties. During this period, the employer and employee(s), who can elect to involve their Union Representative, will meet to agree on the options appropriate to the circumstances. Where employees are to be relocated, at least three (3) months notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the employee and the employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

- 28.3** The following information shall be made available to the Union representatives in respect of affected employees they represent:
- a. the location/s of proposed surplus
  - b. the total number of proposed surplus employees
  - c. the date by which the surplus needs to be discharged
  - d. the positions, grading, names, and ages of the affected employees
  - e. availability of alternative positions in Te Whatu Ora.

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

- 28.4 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 employees 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 employee 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 employees or on promotions.



**Redeployment** - Employees may be redeployed to a new job at the same or lower salary in the same or new location. The employee'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 employee 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 (2) years (this is not abated by any subsequent salary increases); or
  - ii. an ongoing allowance for two (2) 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 twelve (12) months.
- c. The redeployment may involve employees 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 employee 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 employees 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 an employee is redeployed to a position which is similar to their previous one, any retraining may be minimal, taking the form of "on the job" training such as induction or in-service education.

Where an employee 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. Employees are eligible if they have a minimum of ten (1) years total aggregated service with Te Whatu Ora and their previous 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 DHBs or their predecessors.
- b. Membership of a superannuation scheme is not required for eligibility.
- c. The employee shall receive the following:
  - i. 8.33 per cent of base salary (T1 rate only) for the preceding twelve (12) months in lieu of notice. This payment is regardless of length of service; and
  - ii. twelve (12) per cent of base salary (T1 rate only) for the preceding twelve (12) months, or part thereof for midwives with less than twelve (12) months service; and
  - iii. four (4) per cent of base salary (T1 rate only) for the preceding twelve (12) months multiplied by the number of years of service minus one up to a maximum of nineteen (19); and
  - iv. where the period of total aggregated service is less than twenty (20) years, 0.333 per cent of base salary (T1 rate only) for the preceding twelve (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 Te Whatu Ora and the previous employing DHB, its predecessors and one or more other DHB, but excludes any service with Te Whatu Ora, 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 DHBs or their predecessors.

- i. 8.33 per cent of base salary (T1 rate only) for the preceding twelve (12) months in lieu of notice. This payment is regardless of length of service; and
- ii. twelve (12) per cent of base salary (T1 rate only) for the preceding twelve (12) months, or part thereof for midwives with less than twelve (12) months service; and
- iii. four (4) per cent of base salary (T1 rate only) for the preceding twelve (12) months multiplied by the number of years of service minus one up to a maximum of nineteen (19); and



- iv. where the period of total aggregated service is less than twenty (20) years, 0.333 per cent of base salary (T1 rate only) for the preceding twelve (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 whereas 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, an employee may elect to take a pro-rata compensatory payment based on the above severance calculation.

### **28.5 Job Search**

An employee 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 employee is released.

### **28.6 Counselling**

Counselling for the employee and their whānau will be made available as necessary.

### **29.0 Retiring Gratuities**

Retiring Gratuities are available to midwives covered by this Agreement who are retiring from Te Whatu Ora where those provisions existed for those midwives prior to the commencement of this CA. 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 District.



### **30.0 Accidents – Transport of Injured Employees**

- 30.1** Transport of injured employees – Where the accident is work-related and the injury sustained by the employee necessitates immediate removal to a hospital or to a medical practitioner for medical attention and then to the employee’s residence or a hospital, or to their residence (medical attention away from the residence not being required), the District is to provide or arrange for the necessary transport, pay all reasonable expenses for meals and lodging incurred by or on behalf of the employee during the period of transportation, and claim reimbursement from ACC.
- 30.2** Where an employee is incapacitated as a result of a workplace accident (except where the accident is a workplace assault – see below), and that employee is on earnings-related compensation, then the employer agrees to supplement the employee’s compensation by 20% of base salary during the period of incapacitation. This leave shall be taken as a charge against untaken sick leave entitlement to the extent entitlement exists. The employer may agree to reimburse employees 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.
- 30.3** Where an employee is incapacitated as a result of a workplace assault, and that employee is on earnings-related compensation, then the employer will supplement the employee’s compensation by 20% of base salary during the period of incapacitation. This top-up payment shall not be debited against the employee’s untaken sick leave entitlement. The employer will reimburse the employee for any costs incurred that are part charges for ACC agreed treatment and other associated ACC expenses.
- 30.4** For non-work-related accidents, where the employee requests, the employer shall supplement the employee’s compensation by 20% of base salary and this shall be debited against the employee’s sick leave.

### **31.0 Indemnity Cover**

The employer undertakes to indemnify employees, 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 employee while acting in the course of their employment.

This indemnity shall not apply to any employee acting outside of their 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 employee is identified, the employer will discuss this with the employee and their representative and may provide the employee with independent representation that is agreed.

### **32.0 *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 an employee has taken leave in advance of it becoming due, and the employee 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 employee to the employer upon termination will be deducted from the employee's final pay.

Employees shall complete recording requirements as required by the employer. Wherever practicable any disputed items shall not be changed without first referring it to the affected employee.

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

### **33.0 *Family Friendly Practices***

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

Prior to commencing parental leave, employees 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.

#### **33.1 *Childcare Facilities***

The parties recognise the importance of good quality childcare facilities being readily available to employees and support present childcare facility arrangements. The Employer shall provide facilities for breastfeeding of infants.



### **33.2 Reappointment after Absence due to Childcare**

Employees 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 (4) 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.

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

### **34.0 Health and Safety**

The employer shall comply with the provisions of the Health and Safety at Work Act 2015 and subsequent amendments concerning safety, health, and welfare matters. The parties to this agreement agree that employees should be adequately protected from any safety and health hazard arising in the workplace. All reasonable precautions for the health and safety of midwives shall be taken. The parties agree to comply with the Worker Participation Agreement in each District.

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 employee 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 employee 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.



## **35.0 Termination of Employment**

### **35.1 Notice Period**

Either party may terminate the employment agreement with four (4) weeks written notice, unless otherwise negotiated with the employer. Agreement for a shorter notice period will not be unreasonably withheld. When the agreed notice is not given, the unexpired notice may be paid or forfeited by the party failing to give the agreed notice.

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

### **35.2 Abandonment of Employment**

An employee who is absent from work for three (3) 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 (3) day period of unnotified absence.

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

## **36.0 Policies and Procedures**

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

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

### **36.1 Insurance Protection**

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



### **36.2 Leave Without Pay**

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

### **37.0 Confidentiality/Public Statements**

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

If an employee 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 employee 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. Attention is drawn to the applicable employer's Media Policy, the Privacy Act, and the Public Health Sector Code of Good Faith.

### **38.0 Harassment**

Employees should refer in the first instance to the provisions and procedures specified in the employer's Harassment Policy. The employee'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.

**38.1 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 employee or to control or affect the career, salary, or job of that employee;
  - 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 managers and employees are available from local People & Communications teams or local intranet.

### **38.2 Racial Harassment**

An employee is racially harassed if the employee'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 employee on the grounds of race, colour, or ethnic or national origins of the employee; 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 employee's employment, job performance or job satisfaction.

## **PART SEVEN: PROVISIONS RELATING TO MERAS**

### **39.0 MERAS Right of Entry**

The authorised MERAS representative shall be entitled at all reasonable times to be upon the premises for purposes related to the employment of its members and/or the union's business, in accordance with Sections 20 and 21 of the Employment Relations Act 2000.

### **40.0 MERAS Meetings**

MERAS members shall be entitled to up to a total of four (4) hours leave per year (a year being the period beginning on the 1st day of January and ending on the following 31st day of December) on ordinary pay to attend meetings authorised by the union providing the following conditions are fulfilled.

MERAS shall give the employer at least fourteen (14) days' notice of the date and time of any union meeting to which this clause is to apply.

MERAS shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.

Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two (2) hours in respect of any meeting.

Only union members who actually attend a union meeting during their working hours shall be entitled to pay in respect of that meeting and to that end the union shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.

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

### **41.0 MERAS Workplace Representative**

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

- a. Accordingly paid time off (at ordinary time rates) shall be allowed for recognised MERAS workplace representatives to attend meetings with management, consult with union members, and other recognised MERAS representatives and union officials, to consult



and discuss issues such as management of change, staff surplus, and representing employees.

- b. Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.

The amount of 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.

#### **42.0 Deduction of Fees**

The Employer shall deduct MERAS fees from the wages/salaries of employees 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 employee, 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 District on request.

#### **43.0 Employment Relations Education Leave**

The Employer shall grant leave on pay for employees covered by this MECA to attend courses authorised by MERAS to facilitate the employee's education and training as MERAS 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	One (1) day for every eight (8) full-time equivalent eligible members or part of that number.
281 or more	Thirty-five (35) days plus five (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 thirty (30) hours or more during a week is to be counted as 1:
- An eligible member who normally works less than thirty (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 members attending at least twenty-eight (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.

#### **44.0 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.

#### **45.0 Bargaining Fee**

- 45.1** It is agreed that a bargaining fee shall be applied to those employees whose work is covered by this Agreement, but who are not members of MERAS and who are





not members of another union, and who do not otherwise opt out of this clause, in accordance with the Employment Relations Act 2000 (S.69P and following).

**45.2** For the purposes of this clause:

- a. the “bargaining fee” for midwives shall be set at 100% of the current MERAS membership subscription rate, which is \$12.30 per fortnight. For midwives who earn less than \$30,000 per annum, the rate is \$6.15 per fortnight. The bargaining fee is paid each pay period, and shall not increase during the term of this clause;
- b. the date the bargaining fee commences is fourteen (14) days after the expiry of the specified period as advised to the affected employees in accordance with S.69R.(1)(c) of the Employment Relations Act 2000;
- c. an “affected employee” is one
  - i. whose work is covered by the coverage clause of this Agreement, and
  - ii. whose terms and conditions of employment comprise or include the terms and conditions of employment specified in this Agreement and
  - iii. who is not a member of the union, and
  - iv. who is not a member of another union, and
  - v. who is not an employee who has opted out.
- d. An “employee who has opted out” is one who would otherwise be an affected employee but who has notified the employer by the end of the specified period that she/he does not wish to pay the bargaining fee, and whose terms and conditions of employment remain the same until such time as varied by agreement with the employer.

**45.3** The employer shall at the end of the specified period deduct the bargaining fee from the wages of each affected employee and remit it to the union in the same manner in which union subscriptions are deducted and remitted to the union.

**45.4** Nothing in this clause applies to new employees, that is, those who are employed after this Agreement has come into force.

**45.5** This clause shall expire on 30 April 2025.



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

A “personal grievance” means a claim that an employee:

- a. has been unjustifiably dismissed; or
- b. has had their employment, or their conditions of employment, affected to their disadvantage by some unjustifiable action by the employer; or
- c. has been discriminated against in their employment; or
- d. has been sexually harassed in their employment; or
- e. has been racially harassed in their 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 ninety (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 the grievance is in respect of sexual harassment the employee needs to raise their grievance within twelve (12) months of the action occurring or the grievance coming to their notice.

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

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



Signed this 16<sup>th</sup> day of February 2024

AUTHORISED Representative  
of the UNION PARTY



Sam Jones  
Co-leader (Industrial)  
MERAS

AUTHORISED Representative  
of the EMPLOYER PARTY



Margie Apa  
Chief Executive  
Te Whatu Ora



## Appendix A – 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. RETIRING GRATUITIES**

- 16.1. The Employer shall pay a retiring gratuity to staff retiring from the DHB have had not less than ten (10) 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 ten (10) years service and who are resigning for reasons of ill health or incapacity.

<b>SCALE OF MAXIMUM GRATUITIES</b>	
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 DHBs:**

### **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 ten (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 ten (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 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.





## 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 ten (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
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 Grand-parented 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 1 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 1 July 2001 30 June 2002.

## Tairawhiti DHB

### RETIRING GRATUITIES

1. The employer may pay a gratuity to staff retiring, who have had not less than ten (10) years qualifying service as provided for in Clause 18 and clause 46.10 in the Tairawhiti 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**

##### Period of Total Service

Not less than 10 years and less than 11 years  
Not less than 11 years and less than 12 years  
Not less than 12 years and less than 13 years  
Not less than 13 years and less than 14 years  
Not less than 14 years and less than 15 years  
Not less than 15 years and less than 16 years  
Not less than 16 years and less than 17 years  
Not less than 17 years and less than 18 years  
Not less than 18 years and less than 19 years  
Not less than 19 years and less than 20 years

##### Maximum Gratuity

31 days' pay  
35 days' pay  
39 days' pay  
43 days' pay  
47 days' pay  
51 days' pay  
55 days' pay  
59 days' pay  
63 days' pay  
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 Tairāwhiti 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 ten (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:**

<b>SERVICE (years)</b>	<b>GRATUITY (consecutive days)</b>	
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
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



~~2~~

## **Lower North Island DHBs:**

### **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 ten (10) years service as at 12 October 1992 and who are eligible to retire.
- b. From ten (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 are 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 ten (10) and fifteen (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 fifteen (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 ten (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 ten (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 (3) months. Any break in service of longer

than three (3) 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.

**Mid Central 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 (10) but less than fifteen (15) years service on 15 December 1993 will be paid 50% of the relevant retiring allowance when they retire.
- c. Employees who had more than fifteen (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 ten (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 an 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.
  
- c. Continuous means current continuous service with MCH which may be broken up by periods of up to three (3) months. Any break in service of longer than three (3) 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 (10) 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 (10) 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 DHBs excluding Canterbury:**

**45. 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

Nelson Marlborough DHB employed prior to 30 October 1992

Otago DHB employed prior to 1 February 1999

Southland DHB employed prior to 1 July 1995

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 ten (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

Current continuous service

Maximum Gratuity

Not less than 10 years

31 days

Not less than 11 years  
and up to 26 years

Additional 4 days for each full  
year of service in excess of 10 years

Not less than 26 years  
and up to 40 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 Co-ordinators CA:**

Nil.



### Nelson Marlborough Retiring Gratuities

year	consecutive days	MECA provision
1	0	
2	0	
3	0	
4	0	
5	0	
6	0	
7	0	
8	0	
9	0	
10	31	31 after 10 years service
11	35	11 to 26 = 4 days per full year
12	39	11 to 26 = 4 days per full year
13	43	11 to 26 = 4 days per full year
14	47	11 to 26 = 4 days per full year
15	51	11 to 26 = 4 days per full year
16	55	11 to 26 = 4 days per full year
17	59	11 to 26 = 4 days per full year
18	63	11 to 26 = 4 days per full year
19	67	11 to 26 = 4 days per full year
20	71	11 to 26 = 4 days per full year
21	75	11 to 26 = 4 days per full year
22	79	11 to 26 = 4 days per full year
23	83	11 to 26 = 4 days per full year
24	87	11 to 26 = 4 days per full year
25	91	11 to 26 = 4 days per full year
26	97	26 (in excess of 25) to 40 = 6 days per full year
27	103	26 (in excess of 25) to 40 = 6 days per full year
28	109	26 (in excess of 25) to 40 = 6 days per full year
29	115	26 (in excess of 25) to 40 = 6 days per full year
30	121	26 (in excess of 25) to 40 = 6 days per full year
31	127	26 (in excess of 25) to 40 = 6 days per full year
32	133	26 (in excess of 25) to 40 = 6 days per full year
33	139	26 (in excess of 25) to 40 = 6 days per full year
34	145	26 (in excess of 25) to 40 = 6 days per full year
35	151	26 (in excess of 25) to 40 = 6 days per full year
36	157	26 (in excess of 25) to 40 = 6 days per full year
37	163	26 (in excess of 25) to 40 = 6 days per full year
38	169	26 (in excess of 25) to 40 = 6 days per full year
39	175	26 (in excess of 25) to 40 = 6 days per full year
40	181	26 (in excess of 25) to 40 = 6 days per full year

## Appendix B – MERAS Roster Principles

### Principles

The parties agree that to the extent they are capable they will ensure maternity 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 (MERAS CA 1.2f)

The appropriate budget is funded so that the agreed staffing numbers can be provided each shift.

### Definitions:

**Roster:** means a list of employees and the shifts they are required to work over a period of time (MERAS CA definitions)

**Roster request:** this is generally an indication by the employee as to particular days that they would like off duty, or where they would like to work a particular shift on a day. Roster requests are not the way to indicate a preferred shift pattern (see semi-self-rostering)

**Semi-self-rostering:** this is where employees might indicate their preferred roster pattern on the draft roster. In these situations, employees should still indicate roster requests as the roster coordinator may need to adjust the indicated roster pattern.

**Shift preference:** this is where employees have a preference to work particular shifts or days of the week. Shift preferences can often be supported where these are unpopular shifts (e.g., nights).

**Set roster pattern:** this is where there is an agreement for an employee to work set days of the week each roster or a set roster pattern (rolling roster). This is generally done as a roster preference rather than being employed to just do those days or shift patterns. These roster patterns should have a review period to ensure they continue to meet the needs of the service and the employees as staff needs change.

### Development of the Roster

- In designing and implementing shift rosters to meet service needs, the employer will work with the employees involved to ensure the disruption, personal health effects and fatigue associated with shift work is minimised (MERAS CA 8.0)
- Rosters will be published not less than twenty-eight (28) days prior to when they apply and then can be changed only by mutual agreement. Less notice may be given in exceptional circumstances (MERAS CA 8.0)





- An agreed system (such as draft roster) is in place for employees to record roster requests, shift preferences and preferred shift patterns before the roster is developed.
- Every effort should be made to accommodate roster requests.
- Any approved education days, annual leave or meetings will be noted on the draft roster.
- Employees who do not have approved shift preferences should expect a balanced allocation of shifts in any roster based on hours worked. For those doing eight (8) hour shifts a third of shifts will be AM, a third PM and a third night shift. For those working twelve (12) hour shifts, 50% will be days or nights.
- The number of shift changes between any period of work (a run of shifts between days off) should be minimised unless more are requested to a maximum of two (2) shift changes in any period of work.
- Employees should not be rostered one-off night shifts except where this has been requested by the employee
- Rosters may be for a four (4) or six (6) week period with hours rostered within every two (2) week period to reflect the pay periods. In specific instances the ordinary hours for a full-time employee may be averaged over a roster cycle greater than one fortnight (MERAS CA 8.2a).
- The development of the roster may be delegated to a midwife to complete but the Midwife Manager has final sign off.
- The roster will be developed in the week prior to publication date.
- The roster should be completed for those employees who work most hours first, ensuring they have a fair and evenly distributed roster pattern with a variety of days off.
- Employees should anticipate to work at least one and a half weekends each four (4) week period unless their preference is to work more or less.
- Once the roster is complete midwives may swap shifts with colleagues, but this needs to be approved by the Midwife Manager and forty-eight (48) hours notice given.
- Where there are gaps in the roster these shifts should be offered to permanent part-time employees in the first instance and then those remaining shifts should be offered to casual midwives (MERAS CA 8.2f).
- Rosters should ensure skill mix is balanced across shifts and that there is an experienced midwife familiar with the ward area rostered each shift who is able to provide clinical leadership.



- Rostering should ensure that new graduate midwives, those on orientation or midwives who do not meet the criteria for QLP confident domain are not the senior midwife on the shift. Where this cannot be achieved redeploying midwives from another ward area should be considered, otherwise the Duty Manager should be notified, and an incident report completed.

### **Rostering Flexibility**

- 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 rostering arrangements may enhance service provision and job satisfaction for midwives (MERAS CA 8.0).
- Where midwives' personal circumstances limit the days/ nights they can work consideration may be given to set roster patterns where these do not adversely impact on the roster of others (such as the same days/ nights of the week)
- Where midwives have shift preferences, these should be supported where they are beneficial to the service (e.g., night shifts).
- 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 (MERAS CA 33.0).

### **Hours of work and rest periods**

Employees will normally work eight (8) or twelve (12) hour shifts except that by mutual agreement between the employer and the midwife they may work shifts of no less than four (4) hours and up to twelve (12) hours. Duty hours must be consecutive except for unpaid meal breaks (MERAS CA 8.2b).

- Except in an emergency, no employee shall work more than seven (7) shifts equal to or less than eight (8) hours, five (5) ten (10) hour shifts or four (4) twelve (12) hour shifts (MERAS CA 8.2c)
- Every employee shall have at least two (2) periods of at least twenty-four (24) hours off duty each week and except in the case of emergencies or by agreement, these shall be consecutive. Wherever three (3) consecutive twelve (12) hour shifts are worked, a minimum of three (3) consecutive twenty-four (24) hour periods off duty will be provided if possible. If four (4) consecutive twelve (12) hour shifts or five (5) ten (10) hour shifts are worked a minimum of three (3) consecutive twenty-four (24) hour periods shall be granted. Notwithstanding the foregoing, these off-duty periods may fall separately no



more than once every four (4) weeks at the request of the employee or/by mutual agreement to facilitate rostering (MERAS CA 8.2d)

- A break of at least twelve (12) continuous hours must be provided wherever possible between two (2) periods of a full shift or more (MERAS CA 8.3a)
- No twelve (12) hour roster shall contain breaks between shifts of less than eleven (11) consecutive hours. No ten (10) hour roster shift shall contain breaks between shifts of less than nine (9) consecutive hours. If the actual break is less than nine (9) 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 (MERAS CA 8.3d.e)
- If a break of at least nine (9) consecutive hours (eleven (11) for twelve (12) hour shifts) cannot be provided between periods of a full shift, the shift is to be regarded as continuous until a break of at least nine (9) continuous hours (eleven (11) for twelve (12) hour shifts) 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 (MERAS CA 8.3f.e).
- The start/ finish times of shifts may be adjusted in discussion with affected staff and MERAS to create alignment where possible between eight (8) and twelve (12) hour shifts.

### **Annual Leave and Education Leave**

- All employees should be given a fair opportunity to attend educational opportunities. Prior approval needs to be sought where these will occur in working hours.
- An annual leave planner should be available to assist employees in leave planning.
- Access to leave during school holidays and other peak times should be planned early and allocated in a fair way.
- All employees should have the opportunity to have at least one period of two (2) weeks annual leave every year.

### **On-call provisions**

- 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 (MERAS CA 8.6a).
- In services where the employer's operational requirements and staffing permit, employees working seven (7) day rosters should not be rostered on call on their rostered days off. The parties accept that this will not always be possible (MERAS CA 8.6e).



- 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 (3) weekly period. The off-duty time excludes days off (MERAS CA 8.6d).
- A midwife who is required to be on call and report to duty within 20 minutes on average shall have access to an appropriate locator or cell phone (MERAS CA 8.6f).
- In any maternity service where on-call is required, agreement should be reached between the midwives and midwife manager as to how the on-call should be allocated, the purpose for the on-call and how any shift hours are covered where the midwife cannot work these due to the impact of call-back hours.
- Factors to consider when developing on-call provisions include:
  - On-call can occur before or after a rostered shift
  - Midwives should not be rostered on-call after a night shift or between two (2) twelve (12) hour shifts
  - Do not create a situation where a midwife could complete a twelve (12) hour shift and then due to call back end up working more than sixteen (16) hours (i.e., a midwife could potentially choose to be on-call for four (4) hours after a twelve (12) hour day shift and then someone else take over the night on-call).
  - On-call periods do not need to mirror the shift hours so could be rostered in small blocks such as four (4) hours or eight (8) hours (overnight).
  - Where possible midwives who work 1.0 FTE should be exempt from compulsory on-call requirements
  - A midwife needs to consider 'fitness to continue working' after she has worked for a twelve (12) hour period which may have started during her period of on-call & call-back.
  - Agree how a rostered shift or part of will be covered if a midwife cannot work all or some of that shift due to a period of call-back and 'fitness to continue working' considerations.
  - Midwives who work on casual contracts can participate in on-call rosters
- The frequency and time of call-back hours should be monitored and other options instead of on-call explored when call-back becomes frequent.
- Time spent off duty during ordinary working hours solely to obtain a nine (9) hour break (eleven (11) hours for a twelve (12) hour shift), shall be paid at ordinary time rates. Any absence after the ninth continuous hour (eleven (11) hours for a twelve (12) hour shift) of such a break, if it occurs in ordinary time, shall be treated as normal absence from duty (MERAS CA 8.3h).
- If a call back of less than a full shift is worked between two (2) periods of a full shift or more, a break of nine (9) continuous hours (eleven (11) hours for a twelve (12) hour shift) 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 (MERAS CA 8.3i).



## Appendix C – Midwives Job Titles

### Naming criteria

Historically the choice of titles for employed midwives has been governed by the broad range of NZNO approved titles and by local variations of these titles. At times, the titles have grown in length to a point where they lose their meaning e.g., Associate Clinical Charge Midwife Manager. In reviewing midwifery titles, the following principles were followed:

1. All titles should include the word “midwife” to make it an explicit midwifery role
2. No title to be longer than three (3) words, although some titles have a hyphenated descriptor such as Midwife specialist – complex care, which will elongate the title when written in full.

It is anticipated that these title changes will be brought in at appropriate times, although some DHBs may choose to transition to the new titles immediately once approved.

### Job Titles and Scope of the Role

Clinical Domain	Scope of role
Core, Community or employed Caseloading midwife on QLP Competent Domain	Clinical practice and development of clinical and professional confidence
Core, Community or employed Caseloading midwife on QLP Confident Domain	Confident practitioner in a range of settings. May take on a champion role in an area of practice.
Core, Community or employed Caseloading midwife on QLP Leadership Domain	Experienced practitioner, may co-ordinate shifts, undertakes resource or champion roles in an area of clinical practice.
Midwife Specialist	Developing in year one then, once postgraduate education is completed, demonstrates expertise and leadership in area of clinical practice (e.g., diabetes in pregnancy, lactation, complex care). Contributes to staff education
Midwife Consultant	Demonstrates expertise and leadership in a broad sphere of clinical practice. Directs and enables quality improvement. Shares knowledge and supports all members of the MDT from a midwifery perspective.



Education Domain	Scope of role
Midwife on QLP Leadership Domain	Supports and educates new graduates and new employees and takes a preceptorship or mentoring role.
Midwife Clinical Coach	Provides practical clinical education within the workplace and supports the DHB midwifery education programme. Works closely with new graduates, midwives returning to practice, LMCs, new staff and those wanting to improve or enhance clinical skills, in a supernumerary capacity.
Midwife Educator	Coordinates and delivers midwifery education to enable midwives to meet Midwifery Council and DHB requirements as well as providing opportunities for professional development. Is recognised for clinical expertise.

Management Domain	Scope of role
Midwife on QLP Leadership Domain	Confident or leadership practitioner. May coordinate shifts to gain experience.
Clinical Midwife Coordinator	Coordinates ward or unit on a shift providing triage and clinical leadership. Clinical expertise Often senior midwifery role out-of-hours in medium sized secondary maternity units Reports to a CMM/MM



Clinical Midwife Manager	<p>Co-ordinates ward or unit on a shifting tertiary or larger secondary maternity units.</p> <p>May be on the AM shift in medium secondary units as a support to the Midwife Manager</p> <p>Conducts performance appraisals and often manages a team of staff.</p> <p>Clinical Expertise</p> <p>Have delegated responsibilities or a portfolio of responsibility.</p> <p>Reports to MM</p>
Midwife Manager	<p>Manages a maternity unit, ward or service. Has budget responsibilities, hires staff, completes performance appraisals and manages complaints. Ensures ward, unit or service operates safely and efficiently. In larger units may have CMM(s) reporting to them.</p> <p>Reports to Operations Manager or Director of Midwifery where they have the operations manager role as well.</p>

Research and Quality Improvement Domain	Scope of role
Midwife on QLP Leadership Domain	<p>Performs at the level expected of a midwife who meets the criteria for QLP leadership domain.</p> <p>Takes on a champion or resource role in an area of practice which may include participation in audit or research</p>
Research Midwife	<p>Takes a lead role in a research study.</p> <p>Involved in collecting data for multicentre trials</p>
Midwife Coordinator – Programme	<p>There is a range of roles that have been developed to support quality improvement such as PMMRC, BFHI, and MQSP, project management/ coordination. These roles generally do not have direct staff reports and report to the Director of Midwifery or a Midwife Manager.</p>



Midwife Researcher or Fellow	<p>This may be a joint appointment between a School of Midwifery and a DHB maternity service.</p> <p>The midwife in this role would lead midwifery research project(s) with a strong academic focus.</p>
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Leadership domain	Scope of role
Midwife on QLP Leadership Domain	<p>Undertakes leadership activity as part of QLP programme.</p> <p>Takes on champion role and develops project management and quality improvement skills</p>
Any senior midwife role in clinical, education, quality, or management	<p>A part of any senior midwife role takes on leadership tasks and develops skills in leading clinical practice and/or operational service delivery</p>
<p>Midwife Advisor, Associate Director of Midwifery*, Deputy Chief Midwife*</p> <p>*These titles should only be used where they report to a Director of Midwifery or Chief Midwife</p>	<p>Provides advanced leadership on a designated aspect of midwifery care or a broader portfolio such as:</p> <p>Midwife Advisor - Hauora Māori Midwife Advisor – Primary Care Midwife Advisor – Clinical Practice Reports to the Director of Midwifery</p> <p>An Associate Director of Midwifery or Deputy Chief Midwife work closely with the Director of Midwifery or Chief Midwife</p>
Director of Midwifery, Chief Midwife	<p>The Director of Midwifery is responsible for the clinical, professional, and operational leadership of midwifery in the DHB.</p> <p>The Director of Midwifery/ Chief Midwife is the senior midwife for a DHB reporting directly to the CEO or COO.</p> <p>These roles participate in national forums relevant to midwifery</p>

