



Collective Agreement

Negotiated between:

Birthcare Auckland Limited

And

New Zealand Nurses Organisation (NZNO)

28 September 2021 – 29 September 2022

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1. The Parties

- 1.1 The parties to this agreement will be:
- 1.1.1 Birthcare Auckland Limited (The Employer)
 - 1.1.2 The New Zealand Nurses Organisation (NZNO/The Union)

2. Coverage and Application

- 2.1 This agreement shall cover those employees who are members of the NZNO and work in the position of:
- 2.1.1 Registered Midwife
 - 2.1.2 Registered Nurse
 - 2.1.3 Enrolled Nurse
 - 2.1.4 Housekeeper
- 2.2 Where an employee on an individual employment agreement agrees to be bound by this CA, their previous terms and conditions shall no longer apply.
- 2.3 Birthcare undertakes not to reduce nursing, midwifery, or housekeeping numbers solely on the basis of the additional costs of employing staff under this agreement.
- 2.4 Savings: Nothing in this CA shall operate as to reduce the ordinary (TI) salary rate applying to any employee 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.
- 2.6 The parties agree that any employee whose work is covered by the coverage clause of this Agreement (Clause 1 above) who is employed by the Employer between the date this Agreement comes into effect and the expiry date, shall inform the employee:
- that this Agreement exists and covers work to be done by the employee; and
 - that the employee may join the union that is party to this Agreement; and
 - about how to contact the union; and
 - that if the employee joins the union, the employee will be bound by this Agreement.
- 2.7 The new employee shall from the date of becoming a union member, be entitled to all benefits under this Agreement. Further to this the provisions of section 62 of the Employment Relations Act 2000 shall apply.
- 2.8 If an employee covered by this agreement leaves the employment of the employer, the employee shall no longer be covered by this agreement

3. Term

This agreement will come into force on the 28th September 2021 and will expire on the 29th of September 2022

4. Variation

The parties to this Collective Employment Agreement may, at any time while the Agreement remains in force, agree in writing of any or all of its provisions.

Any such variation shall require agreement between the Employer and the Union and will be subject to each party's ratification process.

5. Definitions

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

“Full time employees” are those employees whose ordinary average hours of work shall be 80 hours per fortnight.

“Part time employees” are those employees who have set hours of work per fortnight less than fulltime as above.

6. Hours of work

Due to the nature of Birthcare’s work, employees will be rostered to work on a 24/7 roster working specific shifts of no less than 4 hours and no longer than 12 hours.

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

The employer will endeavor to ensure safe staffing levels and appropriate skill mix in work areas. There shall be monitoring of staffing levels and skill mix. Any identified staffing deficiencies shall be addressed.

When a Midwife or Nurse considers they have reached the limits of safe practice they will be supported as per Birthcare Rostering Policy. The midwife or Nurse will not be required to take additional workload until strategies have been implemented to address the immediate workload issues.

Employees are required to disclose any secondary employment or self-employed work they undertake while employed with Birthcare. This is to ensure Birthcare can continue to meet safe staffing obligations.

- 6.1 The ordinary working hours of an employee employed full time shall be subject to their letter of appointment and an average of 80 hours per fortnight.
- 6.2 All new employees will be given a letter of offer of employment, setting out minimum guaranteed hours of Work.
- 6.3 Permanent employees will be rostered on before the use of casual employees or agency staff. Casual employees will be rostered on before the use of agency staff.
- 6.4 Employees will normally work shifts of 8 hours. They may work shifts of no less than 4 hours and up to 12 hours by mutual agreement. Where an employee is rostered to work a 4.5 hour shift these will not include an unpaid meal break and will be paid at the relevant hourly rate. A tea break is included.

The minimum requirement is that all shifts remain covered in relation to the acuity of clients. Night shifts shall be pro-rated on FTE worked to ensure fair allocation for all staff. The shifts will reflect the normal shifts for that individual and they will not be changed from their 12 hours to 8 hours to get more cover.

It needs to be ensured that all shifts remain covered for the acuity of the clients. This will be a minimum and employers can do more if they wish.

- 6.5 Rosters will be published at least 28 days prior to the commencement of the roster, provided that less notice may be given in exceptional circumstances. Rosters posted will show duties for the duties for a minimum 28 day period. Changes in rosters, once posted shall be by mutual agreement.
 - 6.5.1 Each employee will have the opportunity to request 4 shifts per roster (pro-rated for part-time employees) as below. These will be either documented in red or with a red “R” beside the request. The Clinical Midwife Manager will make every endeavour to meet these requests and if this is not practicable, will discuss with the employee to look at alternatives.

FTE	Shifts requested
0.8-1.0	4
0.5-0.7	3

0.4 and below	2
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- 6.5.2 Employees may request to change a maximum of 2 shifts per roster. Approval will not unreasonably be withheld.
- 6.5.3 No shifts will be changed by the employer without discussion and mutual agreement between the employer and employee. Should a permanent employee be asked to change shifts at short notice, being 8 hours for morning shift and 4 hours for pm/night shift, then that employee will be entitled to a flexibility payment of \$100 gross.
- 6.5.4 Casual staff who are called into work with less than 2 hours' notice will be entitled to a payment of \$70 gross per shift.

6.6 Except by mutual agreement, no employee shall work more than 7 days in a row. This does not include days attending training or professional development.

6.7 Every employee shall have two periods of at least 24 hours off duty each week, and, except in the case of emergencies or by agreement, these shall be consecutive.

6.7.1 These off duty periods may fall separately no more than once every four weeks at the request of the employee or to facilitate rostering.

6.8 A minimum break of 9 continuous hours between duties must be provided wherever possible between any two periods of duty of a full shift or more. Should an employee request a lesser break, overtime payments will not apply.

6.9 Employees may exchange shifts or duties by mutual agreement and with the prior approval of the Clinical Midwife Manager.

6.10 Duties, once commenced, shall be continuous, except for meal breaks and rest periods.

6.11 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.

6.12 As a general principle, when additional shifts are required, preference will be given in the first instance to part-time employees.

6.13 Agreed hours of work between an individual and the employer and any agreed variation between the employer and the individual, which shall be not inconsistent with the collective agreement, shall be recorded in writing and signed by the employer and the employee.

6.14 Where additional work becomes available, where possible this shall be offered to existing employees before new staff are employed subject to appropriate skill requirements.

6.15 Shift cancellation:
 If a shift has been accepted by a casual employee, or by a permanent employee over and above their ordinary guaranteed hours, the employer may cancel the shift if there are changes in expected occupancy levels. Acuity levels will be taken into account before cancelling shifts.

The employer must provide a minimum of 8 hours' notice for the cancellation of morning shifts, and a minimum of 4 hours for any other shifts. If less notice is provided, the employer will pay compensation equal to the full value of the shift that the employee would have otherwise worked.

Notice of cancellation shall be effected using the standard method of communication the employer has used to contact the employee previously.

6.16 Nothing in clause 6.15 will preclude an employee being able to meet their minimum hours per their letter of employment.

7. Rest and Meal Breaks

7.1 Except when required for urgent or emergency work and except as provided in 7.2 below, no employee shall be required to work for more than five hours continuously without being entitled to a meal break of not less than half an hour. There will be only one meal break of not less than half an hour during a 10 hour shift.

An employee's daily hours of work shall not exceed twelve (12) consecutive hours exclusive of an unpaid meal break. An unpaid meal break of 30 minutes and no more than one hour shall be taken around mid-shift and except in emergencies a meal break must be taken within five (5) hours of the commencement of duty.

Ten-minute rest breaks shall be taken around the mid-point on either side of the meal having regard to the circumstances prevailing at the time. Additional breaks shall be allowed for having regard to the number of hours worked in the day.

7.2 Except where provided for in 7.1 above an employee unable to take a break over the course of a shift, they will be entitled to be compensated at T1.5 for the half hour length of the break they were unable to take.

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

7.4 During meal breaks, the employee will not be expected to work and will not be required to have the duty phone on their person.

7.5 Should an employee be asked, once the shift has commenced, to extend their shift by 90 minutes or more Birthcare will provide a meal for that employee.

8. Salaries and wages

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

- Relevant experience
- Previous paid work
- Relevant qualifications

For new appointees to designated senior nurse or midwife positions, placement on the scale will be based on job size, job content, responsibility, experience and qualifications.

A nurse or midwife previously employed on the top Enrolled Nurse step shall be appointed no lower than the second step of the Registered Nurse or Midwife scale when they qualify as a Registered Nurse or Midwife.

Movement through the salary scales shall be by automatic annual increment, except for senior nurses or 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 employee is otherwise advised. Movement across senior salary grades shall only occur with a change in position.

Note: Hourly rates are published to two decimal places but may be calculated to more in a payroll system. Salaries are derived using a standard 2080 hours per annum

8.1 Registered Midwives

	Birthcare 29 September 2021		
Step 2	\$65,665.60		
Step 3	\$69,409.60		
Step 4	\$72,987.20		
Step 5	\$80,454.40		
Step 6	\$82,680.00		
Step 7	\$84,988.00		

8.2 Registered Nurses

	Birthcare 29 September 2021		
Step 1	\$58,739.20		
Step 2	\$63,564.80		
Step 3	\$67,537.60		
Step 4	\$71,510.40		
Step 5	\$79,310.40		

8.3 Enrolled Nurses

EN's	Rate effective 29 September 2021	
Step 5	\$60,153.60	

8.4 Housekeepers

29 September 2021		
\$46,009.60		

9. Allowances

9.1 For the purposes of this agreement, shifts are defined as follows

	Start time	End time
Day shift	06:45am	19:15pm
Night shift	18:45pm	07:15am
Weekend shift	00:00am Friday night	07:00am Monday

9.2 The following penal rates will apply to any staff working on a night or weekend shift:

Night – T1.25
Weekend – T1.5

9.3 When a staff member is required to act as a Shift Coordinator, they will be entitled to an allowance of \$12.50 as per hours set out below:

- Weekends in accordance with Clause 9.1
- Weekdays from 1445 hrs through to 0715 hrs
- Where possible (except in the case of urgent requirements) the Clinical Midwife Manager will discuss and agree relevant matters with the employee taking on the Shift Coordinator role.
- Public holidays will be classed as weekends for the purposes of the allowance.

9.4 Flexibility allowances are available to staff as outlined in Section 6.5 for changing shifts at short notice, 8 hours for morning shift and 4 hours for pm/night shift.

9.5 Birthday Treat (BBT)
Permanent employees with at least 12 months unbroken service are eligible for a paid day off in recognition of their birthday.

The day is paid at 8 hours ordinary pay regardless of contracted hours and excludes penal rates

BBT must be taken during the week of the employee's birthday (Monday to Sunday)

BBT cannot be paid out instead of taking the day off

BBT cannot be accumulated against an employee's annual leave balance

Normal process for applying for leave must be followed

If the birthday falls while an employee is on annual leave, the employee must nominate one of the annual leave days as the BBT.

10. Overtime

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

11. On Call Provision

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

12. Professional Development

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

- 12.1 For employees working 0.5 **FTE** per annum or greater, they will receive 5 days per year in addition to \$850 to be used for professional development. Employees may accrue their entitlement for up to 2 years.
- 12.2 For employees working less than 0.5 **FTE** per annum they will receive 3 days per year in addition to \$650 for professional development. Employees may accrue their entitlement for up to 2 years.
- 12.3 Paid leave to meet organisational and service requirements shall be granted in addition to the above provisions. The employer will meet any associated costs.
- 12.4 Casual employees that do not hold any other employment and who have worked a minimum of 0.4 **FTE** in the previous 12 months at 1 July will receive 2 days per year in addition to \$350 per annum for professional development. There will be no entitlement to accrue professional development for casual employees.
- 12.5 All permanent Registered Midwives will receive 8 hours paid study leave every 3 years to enable them to meet the portfolio requirements in addition to the above professional development entitlements.
- 12.6 The Employee's professional development leave balance will be calculated on 1 July each year, and will be noted at the bottom of the payslip or requested by email at any time.
- 12.7 For employees who are also certified Lactation Consultants the following applies over and above the current terms towards recertification by IBCLC
 - 8 hours study leave – equivalent to 1 day
 - Conference registration as below
 - 100% if working 0.8FTE and above or
 - 75% if employee working elsewhere
- 12.8 If the professional development monetary entitlement of any employees covered by this Collective is not used within the time period for accrual, it will then go into a central fund for all employees who fall under this Collective Agreement to access over and above and individual's entitlement.

Access to this fund will be applied and allocated by the Education Committee. Birthcare through its Clinical Midwife Manager will keep NZNO informed of the fund level and how it has been allocated.

13. Reimbursing payments

- 13.1 Where an employee is required by law to hold an annual practicing certificate, the full cost of the certificate shall be met by the employer provided that the following is relevant otherwise cost will be shared as below
- 13.1.1 It must be a statutory requirement that a current certificate be held for the performance of duties
- 13.1.2 Casual employees will be eligible to claim 50% of their annual practicing certificate provided they have worked at least 800 hours in the previous year.
- 13.1.3 Should an employee work less than 0.5 **FTE AND** have secondary employment the employer will reimburse 50% of the cost.
- 13.2 When an employee incurs expenses in the performance of their duties, the employer will reimburse the employee upon presentation of receipts.
- 13.3 When an employee is required to complete a Midwifery Service Review, the cost shall be met by the employer.
- 13.4 Employees who are instructed to use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rate 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 IRD.

14. Annual Leave

- 14.1 Employees shall be entitled to four weeks annual leave after 12 months continuous service in accordance with the Holidays Act 2003 and subsequent amendments.
- 14.2 Annual leave will only be approved when it is at a time that is mutually agreeable to the employee and the employer. Where possible Birthcare will endeavour to meet the individual requirements of employees within the level of demands on Birthcare services. Birthcare will not unreasonably withhold consent to an employee's request to take annual leave.
- 14.3 The Employer will be responsible for arranging cover for periods of leave granted.

15. Shift Leave

- 15.1 Employees who are working on a rotating roster or those who work qualifying shifts shall be entitled, upon completion of 12 months employment on shift work, up to an additional 5 days leave, based on the number of qualifying shifts worked. The entitlement will be calculated on 1 July each year and based on the number of qualifying shifts worked in the previous 12 months.
- 15.2 Qualifying shifts are defined as a shift which involves at least 2 hours work performed outside the hours of 0645 – 19:15, this will include **ALL** shifts worked including extra shifts and overtime

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

- 15.3 For the avoidance of doubt, 12 hour shifts will count as 1.5 shift credits when calculating employee's number of shifts worked.

16. Public Holidays

- 16.1 Employees will be entitled to public holidays in accordance with the Holidays Act 2003.
- 16.2 The Employer and the Employees agree that when one of the days nominated in clause 16.1 above falls on a day which would otherwise be a working day for the Employee and the Employer requires that Employee to work that day the Employee shall be obliged to work and shall be paid T1.5 for all hours so worked with the exception of the following where T2 of the relevant penal rate will be paid. Waitangi Day, Good Friday, Easter Monday, Matariki, ANZAC Day and Christmas Day. The Employee shall be entitled to an alternative paid holiday
- 16.3 If an Employee is rostered to work on a Public Holiday but requests Annual Leave on that Public Holiday, then it will be treated as a Public Holiday and will not be deducted from the Employee's Annual Leave balance. However, approval will be subject to usual leave application criteria.
- 16.4 Where a public holiday falls on a day that an Employee is not normally required to work and where the Employee agrees to work that day they shall receive the appropriate penal rate for each hour worked. The Employee shall also be entitled to an alternative paid holiday, this includes extra shifts worked.
- 16.5 Full time employees will be entitled to all public holidays in accordance with the Holidays Act.
- 16.6 For part time employees working on a rotating roster, entitlement to a public holiday will be calculated using the 3/6 rule. Employees would need to have worked at least 3 of the previous 6 relevant days to receive an entitlement for the public holiday.
- 16.7 For the avoidance of doubt an Employee who works more than one shift within a day which is observed as a public holiday shall only be entitled to one day's alternative paid holiday.

17. Long Service Leave

Employees who had an entitlement to Long Service Leave at 30 June 2017 will have their entitlements grand-parented. Employees who were due to gain an entitlement within 2 years of that date will still remain entitled to this leave as it becomes eligible.

In recognition of permanently employed staff who have completed a minimum of 10 years unbroken service the following will apply:

- 17.1 A payment determined by the Managing Director, will be made to the employee to recognise long service.
- 17.2 The payment will be as per the Birthcare Leave Policy Clause 9.2
- 17.3 Long service leave of 2 days at the completion of each 10 years' service will be awarded on 1 January each year following 10 years' continuous service. Entitlement must be used in the calendar year it becomes due and will not be available after 31 December of that year of eligibility.
- 17.4 Current staff who reach 10 years prior to 31 December 2020 will be eligible.

18. Sick Leave

- 18.1 The following provisions recognise and include any entitlement to sick leave under the Holidays Act 2003.
- 18.2 Birthcare recognises that from time to time and an employee may need to be absent from work because of illness or a need to care for a partner/dependent person when they are ill
- 18.3 The entitlement for sick leave is 12 days per annum (fulltime equivalent) as outlined below:
- 18.3.1 Holidays Act Sick Leave: 10 days of sick leave per year as provided for by the Holidays Act 2003 and subsequent amendments. Available following completion of six months continuous service.
- 18.3.2 Birthcare Sick Leave: 2 days sick leave per year (pro-rated for part time employees). Available upon commencement of employment and subject to Birthcare Sick Leave Policy.

- 18.4 For any period of absence lasting three (3) consecutive days or more, the Employer will require the employee to provide a medical certificate verifying their illness. The cost of obtaining this medical certificate will be borne by the employee.
- 18.5 The employer may request a medical certificate earlier than this, if it informs the employee as early as possible that medical certificate is required and meets the employee's reasonable expenses in obtaining it.
- 18.6 Sick leave may accumulate up to 50 days.

19. Bereavement Leave

- 19.1 Each Employee shall be entitled to a minimum of three days bereavement leave, on pay and calculated at the relevant daily pay for each day taken as leave on the death of the Employee's Spouse, child, parent, brother or sister, mother-in-law or father-in-law, grandparent or grandchild.
- 19.2 Any other case where the Employer considers that the Employee has suffered a bereavement, the Employer may grant an Employee one paid day of bereavement leave.
- 19.3 When an Employee has obligation because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent), the Employer may at its sole discretion allow an Employee additional paid bereavement leave.

20. Parental Leave

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

21. Jury Service/Witness Leave

- 21.1 Employees called on for jury service are required to serve. Where the need is urgent, the Employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.
- 21.2 An employee called on for jury service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain the juror's fees (and expenses paid).
- 21.3 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.
- 21.4 Where an employee is required to be a witness in a matter arising out of his/her employment, he/she shall be granted paid leave at the salary rate consistent with their normal rostered duties. The employee is to pay any fee received to the Employer but may retain expenses.

22. Employment Relations Education Leave

- 22.1 The Employer shall grant leave on pay for Employees who are party to this collective agreement to attend courses authorised by NZNO to facilitate their education and training as employee representatives in the workplace.

FTE eligible employees as at 1 March each year	Maximum number of days of EREL that may be allocated to NZNO
1-5	3 days total

6-50	5 days total
51-280	1 day for every 8 FTE eligible employees or part of that number
281 +	35 days plus 5 days for every 100 FTE eligible employees or part of that number that exceeds 281

22.1.1 An eligible employee who normally works 30 hours or more during a week is to be counted as one

22.1.2 An eligible employee who normally works less than 30 hours during a week is to be counted as one half

22.2 The NZNO shall send a copy of the programme for the course and the name of employees attending at least 14 days prior to the course commencing.

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

22.4 The provisions under the Employment Relations Act 2000 and subsequent amendments shall apply where any provision or entitlement is not provided for, or is greater than specified in the above clauses.

23. Domestic Violence Leave

Domestic Violence Leave will be provided as per the Domestic Violence – Victims’ Protection Act 2018 and any subsequent amendments.

24. Union Meetings

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

24.2 The union shall give the employer at least 14 days’ notice of the date and time of any union meeting to which clause 24.1 above is to apply.

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

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

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

25. Union Right of Entry

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

26. NZNO Delegate/Workplace Representative

- 26.1 The employer accepts that the employee job delegates are the recognised channel of communication between the union and the employer in the workplace.
- 26.1.1 Accordingly paid time off (at ordinary time rates) shall be allowed for recognised employee delegates to attend meetings with management, consult with union members, and other recognised employee job delegates and union officials, to consult and discuss issues such as management of change, staff surplus, and representing employees.
- 26.1.2 Prior approval for such meetings shall be obtained from management. Such approval shall not be unreasonably withheld.
- 26.2 The amount of paid time off and facilities provided shall be sufficient to enable delegates and Conveners of delegates (where these positions exist) to give adequate consideration to the issues in the workplace.
- 26.3 Where recognised workplace activities are required outside working hours, delegates shall be paid at their ordinary base rate.

27. Healthy Workplaces

- 27.1 There will be a commitment by Birthcare and the NZNO members covered by this collective that the parties will have open and clear communication over and above the entitlements provided by the Employment Relations Act 2000 to discuss issues relating to maintaining a healthy workplace. This may include regular paid staff meetings.
- 27.2 Such entitlements are to be discussed and agreed by both parties before any meetings take place.

28. Co-Operation, Consultant and Management of Change

- 28.1 Prior to the commencement of any significant change to staffing, structure or work practices, the Employer will identify and give reasonable notice to employees who may be affected and to the NZNO to allow them to participate in the consultative process so as to allow substantive input.
- 28.2 Where the Employer receives an indication of potential significant changes, they undertake to advise staff and the NZNO as soon as practicable of the possibility of these changes.
- 28.3 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.
- 28.4 The process of consultation shall be as follows:
- a) The initiative being consulted about should be presented by the Employer as a "proposal" or "proposed intention or plan" which has not yet been finalised.
 - b) Sufficient information must be provided by the Employer to enable the party/parties consulted to develop an informed response.
 - c) Sufficient time must be allowed for the consulted party/parties to assess the information and make such response, subject to the overall time constraints within which a decision needs to be made.
 - d) Genuine consideration must be given by the Employer to the matters raised in the response.
 - e) The final decision shall be the responsibility of the Employer.
- 28.5 Consultation requires neither agreement nor consensus, but the parties accept that consensus is a desirable outcome.

29. Health and Safety

- 29.1 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 employees shall be taken.
- 29.2 It shall be the responsibility of the employer to ensure that the workplace meets required standards and that adequate and sufficient safety equipment is provided.
- 29.3 It shall be the responsibility of every employee covered by this agreement to work safely and to report any hazards, accidents or injuries as soon as practicable to their supervisor.
- 29.4 It is a condition of employment that safety equipment and clothing required by the employer is to be worn or used by the employee and that safe working practices must be observed at all times.
- 29.5 Attention is also drawn to the employer's policies and procedures on health and safety.
- 29.6 The employer recognises that to fulfil their function health and safety delegates require adequate training, paid time and facilities.
- 29.7 The parties to this agreement recognise that effective health and safety committees are the appropriate means of providing consultative mechanisms on health and safety issues in the workplace.

30. Uniforms

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

31. Termination of Employment

- 31.1 Notice period
- 31.1.1 The employee/employer may terminate the employment agreement with four weeks written notice, unless otherwise negotiated with the employer. Agreement for a shorter notice period will not be unreasonably withheld. When the agreed notice is not given, the unexpired notice may be paid or forfeited by the party failing to give the agreed notice.
- 31.1.2 This shall not prevent the employer from summarily dismissing any employee without notice for serious misconduct or other good cause in accordance with the Code of Conduct.
- 31.2 Abandonment of Employment
- 31.2.1 An employee absent from work for three consecutive working days without notification to the employer 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 day period of unnotified absence.

32. Redundancy

- 32.1 For the purpose of this agreement, redundancy is defined as a condition in which the employer has staff surplus to requirements because of reorganisation or the closing down of all or part of the employer's operation.
- 32.2 The employer shall provide four weeks written notice of an impending redundancy to the affected employees and shall endeavour to redeploy affected employees.
- 32.3 During the period of notice, the employee shall be entitled to reasonable time off to attend interviews, seek alternative employment and to undergo counselling, by agreement with the employer, without loss of pay.

- 32.4 Employees will be eligible for 4 weeks redundancy for the first 12 months of service. For every subsequent year of service, the employee will be eligible for 2 weeks up to a maximum of 8 weeks total. Note no payment will exceed a maximum of 12 weeks. Any redundancy payment will be made at the employee's average hourly rate for the preceding 12 months.
- 32.5 The employee made redundant shall be provided with a Certificate of Service stating that employment was terminated as a result of redundancy.
- 32.6 The employer may arrange for the employee to be made a suitable alternative offer of employment by another employer, and where this is acceptable to the employee then no redundancy compensation shall be payable.

33. Employee Protection Provision

- 33.1 Where the employer is contracting out, selling or transferring all or part of the business, including the part of the business where the employee is employed, the following provisions will apply:
- 33.1.1 The employer shall endeavour to consult the employee about any proposal to sell all or part of the business or to contract out or transfer work before a final decision.
- 33.1.2 If the employer decides to proceed with the proposed restructure, it will negotiate with the new contractor/service provider with a view to endeavouring to have the new employer offer the employee employment on the same or substantially similar terms and conditions including location, and recognising service as continuous. The employee will be advised of timeframes for such negotiation and/or for the acceptance of any offer of employment and/or of any application process, in a timely manner.
- 33.1.3 The employee is entitled to choose whether or not to accept employment with the contractor/service provider. In the event that the contractor/service provider offers the employee employment in terms of 30.1.2 above, no redundancy situation will arise, whether or not the employee chooses to accept the offer of employment. The employee will be entitled to notice of termination with the employer as specified in this clause.
- 33.1.4 In the event that the contractor/service provider is not prepared to offer the employee employment in terms of 30.1.2 above, the employee will be entitled to notice of termination as specified in clause 31.1 and will remain entitled to the provision of 32.
- 33.1.5 The provisions contained in this clause shall not apply where the employer is in receivership or in liquidation.

34. Resolution of Employment Relations Problems

- 34.1 An employment relationship problem includes;
- 34.1.1 A personal grievance
- 34.1.2 A dispute
- 34.1.3 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.
- 34.2 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:
- 34.2.1 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 (employee manager) or outside the workplace (Ministry of Business, Innovation and Employment 0800 800 863), or a union, an advocate or a lawyer.
- 34.2.2 If the matter is unresolved either party is entitled to seek mediation from the Labour Department 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).

- 34.3 A “personal grievance” means a claim that an employee:
- 34.3.1 has been unjustifiably dismissed; or
 - 34.3.2 has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
 - 34.3.3 has been discriminated against his/her employment; or
 - 34.3.4 has been sexually harassed in his/her employment; or
 - 34.3.5 has been racially harassed in his/her employment; or
 - 34.3.6 has been subjected to duress in relation to union membership.
- 34.4 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;
- 34.4.1 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 (employee manager) or outside the workplace (Ministry of Business, Innovation and Employment 0800 800 863), or a union, an advocate or a lawyer.
 - 34.4.2 If the matter is unresolved either party is entitled to seek mediation from the Labour Department 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.)
- 34.5 A “personal grievance” means a claim that an employee
- 34.5.1 has been unjustifiably dismissed; or
 - 34.5.2 has had his/her employment, or his/her conditions of employment, affected to his/her disadvantage by some unjustifiable action by the employer; or
 - 34.5.3 has been discriminated against his/her employment; or
 - 34.5.4 has been sexually harassed in his/her employment; or
 - 34.5.5 has been racially harassed in his/her employment; or
 - 34.5.6 has been subjected to duress in relation to union membership.
- 34.6 If the employment relationship problem is a personal grievance, the employee must raise the grievance with the employer within a period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the latter.
- 34.7 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.
- 34.8 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.

35. Deduction of Union Fees

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

36. No Pass on Provision

36.1 The employer agrees not to automatically pass on the terms and conditions of this employment agreement to non-NZNO members. This means that the employer and non-NZNO members shall individually negotiate their terms and conditions of employment.

37. Provision of Thermometers

Birthcare will provide all staff who provide clinical care with one electronic thermometer of an appropriate quality and standard.

Staff will sign for these and will need to replace them if they are lost and must return them when they leave.

Birthcare may provide a new thermometer to staff at the end of warranty of if the thermometer becomes faulty during the warranty period.

38. Pay Equity

The parties to this Collective Agreement acknowledge that the current pay equity claim may have an impact on the terms and conditions contained in this agreement.

The parties agree that during the term of the Birthcare/NZNO CEA they will meet within one month of the pay equity claim settlement to discuss any implications arising from the pay equity claim. Any subsequent changes to the Birthcare/NZNO CEA will be by way of variation.

Birthcare will pay a Pay Equity lump sum if funded by Te Whatu Ora Health New Zealand.

Appendix 1 Rostering Guidelines

The rosters at Birthcare Auckland will be:

1. Complied to meet all legal, industrial, and employment agreement requirements.
2. Fair and equitable for rostered employees.
3. Written to ensure appropriate skill mix and staffing numbers are maintained to meet service needs.
4. Must meet safe staffing and healthy workplace principles
5. Written to accommodate the body's natural biological rhythms and take into consideration lifestyle patterns.
6. Written in accordance with the Midwifery Staffing Standards for Maternity Facilities 2014

Development and Management of the Roster

The clinical Midwife Manager ensures that an appropriate roster is completed in a timely manner, and that permanent staff members receive their minimum FTE (guaranteed hours). The task of rostering can be delegated, however the final roster being completed, approved and posted remains the responsibility of the Clinical Midwife Manager.

An effective roster is developed and managed in an acceptable manner utilising information from employees, and balancing employees' preferences with principles of fairness and service requirements.

The standard is met when:

1. Rosters are not completed to accommodate the preferences of casual staff at the detriment of permanent staff.
2. Roster deficits are addressed in advance rather than at the last minute.
3. Permanent employees are rostered on before the use of casual employees or bureau staff.
4. Casual employees are rostered on before the use of bureau staff.

5. Preference is given, in the first instance, to part-time employees when additional shifts are required.
6. Employees are given equal treatment in relation to on and off duty periods and equity of financial reimbursement.
7. Any applicable penal rates are outlined in the employee's employment agreement.
8. Any alteration is documented on the roster.
9. The changing of duties between employees is discussed and agreed by the employer.
10. Shifts should rotate in a clockwise direction, i.e. mornings to afternoons followed by nights. This best accommodates the body's natural biological rhythms.
11. There is regularity in the patter of duties for individuals. Wherever possible, it is recommended that employees are only rostered across two shifts in any fortnight.
12. The roster, once posted, cannot be changed without the agreement of those involved in the change.
13. Staff are informed when the next roster is to be opened and closed for requests. The self-scheduling application should be open for a minimum period of 2 weeks.
14. Planned leave is submitted prior to the development of the roster. Late requests may be considered depending on the circumstances and service requirements.
15. The roster is available for staff to view electronically both within Birthcare and externally.
16. Public holidays and shift duties incurring penal payments receive appropriate staff in line with the clinical needs.
17. There is an expectation that night, afternoon and weekend shifts are rostered first when the roster is being written.

Appendix 2: Professional Development Fund

An education Professional Fund has been created and Birthcare has agreed to review the process of allocation after 6 months from date of ratification being August 15th, 2022. Inclusion of the Education Allowance on payslips is a work in progress and will most likely transition to Evolution platform, ELMO.

Appendix 3: Work in Progress

1. Acuity System

Birthcare agrees to workshop an acuity system / proposal within three (3) months of date of ratification of CEA being 15th August 2022, to see whether there is a practical solution which works for both parties.

2. Shift Coordinator

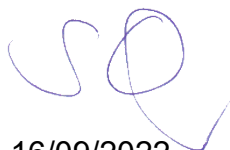
Birthcare has agreed to initiate a review and consultation process in relation to aspects of the Shift Coordinator role and Clinical Coordinator role as soon as practicable and within 3 months of ratification of the CEA being 15 August 2022.

39. Signatories to this Agreement

SIGNED by the employer:

(Name) Sue Channon

(Signature)



(Date) 16/09/2022

As duly authorised representative of **BIRTHCARE AUCKLAND LIMITED**

SIGNED by NZNO:

(Name) Sharleen Rapoto

(Signature)



(Date) 19/09/2022

As duly authorised official of the **New Zealand Nurses Organisation**